

ITSoccerNet USER & CONFIDENTIALITY AGREEMENT

WHEREAS the Ontario Soccer Association (“OSA”) has implemented an online registration, league management, website and communication system titled ITSoccerNet;

AND WHEREAS the OSA requires all OSA registrants (“players, coaches, game officials and administrators) to be registered into ITSoccerNet;

AND WHEREAS *[Insert Name of User]* (“the User”) has been granted access to ITSoccerNet as the *[Pick one of Registrar, League User, Website User, Master User]* (“designation”) on behalf of *[Insert the name of the District Association/League/Club/Ontario Soccer Association]* (“Organization”);

NOW THEREFORE, the User agrees as follows:

RESPONSIBILITIES OF THE USER

1. The User will only access and use ITSoccerNet within the jurisdiction of the Organization and the scope of their duties, as determined by the User’s designation, which will include some or all of the duties described below:
 - a. Manage the registration of registrants .
 - b. View or print membership and team roster reports .
 - c. Deliver communications to registrants via email, website or document.
 - d. Setup teams and assign registrants to teams , divisions and/or leagues.
 - e. Enter and upload schedules.
 - f. Track player statistics and discipline.
 - g. Update standings and game results.
 - h. Create, edit, maintain and record activities and statistics for the Organization’s website.
 - i. Create/edit and delete user accounts and courses as required.
2. The User will not:
 - a. Search for registrants that are not registered within the Organization unless the registrant is transferring, for the purpose of registration, into the User’s Organization;
 - b. Add registrants into ITSoccerNet if the registrant already exists in ITSoccerNet;
 - c. Disclose their ITSoccerNet “user name” or “password” to other persons or third parties;
 - d. Allow other persons or third parties access or use of their ITSoccerNet user account;
 - e. Violate the OSA’s published rules.

CONFIDENTIALITY

3. In the course of performing their duties, the User may have access to Confidential Information. The User agrees at all times:
 - a. To keep in strictest confidence, at all times, all Confidential Information, which the User may acquire in connection with or as a result of having access to ITSoccerNet.
 - b. Not to publish, communicate, divulge or disclose to any third party or parties any Confidential Information, without the prior written consent of the OSA.
 - c. Not to use, reproduce or distribute Confidential Information, or any part thereof, without the express written consent of the OSA.
4. All files and written materials relating to the work performed within the User’s position will remain the property of the OSA and upon request of the OSA, the User will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.
5. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with the User’s position will be owned solely by the OSA, which will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.
6. If any data is downloaded from ITSoccerNet to another database managed by the Organization, or to any other database, the terms of this Agreement will remain in effect.

7. The term "Confidential Information" includes, but is not limited to the following:
 - a. Names, addresses, e-mail, telephone number, cell phone number, fax number, date of birth and member number of the OSA's and the Organization's members, volunteers, directors, officers, employees, committee members, coaches, players, team officials, officials, contractors, and others individuals within the OSA and the Organization (collectively "Representatives");
 - b. Information related to the business or affairs of the OSA and the Organization or any Representative of the OSA and the Organization; and
 - c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans and financial information.

BREACH AND INDEMNITY

8. The User agrees to immediately notify the OSA by telephone at 905-294-9390 Ext. 249 or by email to Support@soccer.on.ca and the Organization upon any actual, threatened or suspected breach or compromise of the User's ITSoccerNet user account or this Agreement.
9. Conduct that violates this Agreement may be subject to sanctions pursuant to the OSA's or the Organization's policies related to discipline and complaints.
10. The User agrees that in the event of any breach or threatened breach of this Agreement by the User, the OSA and/or Organization may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the OSA and/or the Organization against any such breach or threatened breach.
11. The User will indemnify, release, hold harmless and forever discharge the OSA and/or the Organization, and it's Representatives for any claims, actions or costs that may arise out of, or in relation to, the disclosure, publication, use, communication or disclosure of Confidential Information under this Agreement. Such indemnification will include any amount paid by the OSA and/or the Organization with respect to liability and any and all legal fees and disbursements incurred by the OSA and/or the Organization. Such indemnification will survive the duration or termination of this contract.

TERM

12. This Agreement will commence on the date of execution and will terminate at the end of the [Year][Indoor/Outdoor] season or [Date], whichever occurs first, unless earlier terminated pursuant to this Agreement.

TERMINATION OF AGREEMENT

13. The OSA or the Organization may terminate this agreement immediately upon written notice of such termination to the User.

GENERAL

14. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.
15. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

THE USER HEREBY AGREES TO ABIDE BY THE TERMS OUTLINED IN THIS AGREEMENT AND THE OSA'S PUBLISHED RULES.

User

Print Name

Signature

Date

Check off appropriate organization type related to the User (check one only):

- ? Club ? League ? District Association ? Ontario Soccer Association