



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.

7. If any *Confidential Information* is downloaded from AIMS to another database managed by the User or the Organization, or to any other database, the terms of this Agreement will remain in effect.
8. 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*; and
  - c) OSA and Organization data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.

**Breach and Indemnity**

9. The User and/or the Organization agree to immediately notify the OSA by telephone at 905-264-9390 Ext. 276 or by email to aimshelpdesk@soccer.on.ca upon any actual, threatened or suspected breach or compromise of the User’s AIMS user account or this Agreement.
10. Conduct that violates this Agreement may be subject to sanctions pursuant to the OSA’s policies related to discipline and complaints.
11. The Organization agrees that in the event of any breach or threatened breach of this Agreement by the User or the Organization, the OSA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the OSA against any such breach or threatened breach.
12. The User will indemnify, release, hold harmless and forever discharge the OSA and its Representatives for any claims, actions or costs that may arise out of, or in relation to, the publication, use, communication or disclosure of *Confidential Information* by the Organization or the User under this Agreement. Such indemnification will include any amount paid by the OSA with respect to liability and any and all legal fees and disbursements incurred by the OSA. Such indemnification will survive the duration or termination of this contract.
13. The provisions of clause 12 will survive the termination or expiration of this Agreement.

**Term**

14. This Agreement and access to AIMS will commence on the date of execution and will terminate on March 31, 2013.

**Termination of Agreement**

15. The OSA may terminate this agreement and access to AIMS immediately upon written notice of such termination to the User and/or the Organization.
16. The Organization may terminate the User’s access to AIMS upon written notice of such termination to the User. The Organization will notify the OSA of such termination immediately.

**General**

17. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.
18. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.

**THE USER AND THE ORGANIZATION HEREBY AGREE** to abide by the terms outlined in this Agreement.

**Organization**

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Print Name	Position	Signature	Date
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**User**

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Print Name	Position	Signature	Date
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- Check off appropriate organization type related to the User (check one only):*
- Club       League       District Association       Ontario Soccer Association