

## 5.8 Confidential Business Information and Intellectual Property Policy

### Intent

The employer has adopted this policy to clarify the proprietary rights pertaining to business information and intellectual property.

### Scope

This policy applies to all employees always and without exception.

Bargaining members are requested to refer to their current Collective Agreement for procedures and guidelines pertaining to this policy. Where the Collective Agreement is silent, bargaining members shall refer to the contents of this policy. In situations where the directions of this policy cover issues also in the Collective Agreement, the Collective Agreement will be the final authority.

### Definitions

Intellectual Property – means trade secrets, computer software, confidential information, inventions, designs, copyrightable works and trademarks.

Confidential Information – means all non-public information of the brand, including without limiting the generality of the foregoing: the source code, object code, notes, working papers and files in any form that the employee creates on his own or in cooperation with others in the course of his/her employment in the hotel, non-public information relating to software, hardware or other products whether such products are released, unreleased or demonstration versions; non-public product marketing information, financial information, pricing information, business plans, business methods and business practices; identities of the brand's clients (including client lists), suppliers and licensors and information about relationships with the brand's clients, suppliers and licensors; information received from a third party that the brand is obligated to treat as confidential; all written information which is marked as confidential or proprietary by the brand and all oral information which is identified as confidential or proprietary by the brand.

*Any information relating to the company that is freely in the public domain may not be considered "confidential business information". If an employee can prove that information was possessed before it was received from the employer, or that information was gained from an unrelated third party, said information will not be classified as "confidential business information".*

It is understood that employees may become aware of company trade-secrets and proprietary material through the course of their employment with the company. It is further understood that such information may have a significant relationship with the competitive edge that the employer maintains. Upon hire, each employee will be required to sign an employment contract with the organization including a non-disclosure and non-compete agreement. Employees agree that if the company's trade secrets and proprietary material are not effectively protected, the operation of the employer's brand may be threatened, and the company may subsequently suffer significant and irreparable losses in the marketplace.

All employees are required to keep all proprietary information and relevant trade-secrets of both the company and its customers confidential both during and after their term of employment with the company. It is also expected that employees will not compete with the company during their employment and for a reasonable period following the termination of their employment.

To protect confidentiality, the employer shall retain ownership rights to all information created for business purposes, regardless of the media used to create it, or the location of said information. Similarly, the employer retains ownership



rights to all forms of intellectual property created by employees while working for the employer, regardless of the time, intent or location of its creation.

Employees shall not divulge, disclose, provide or disseminate business information to any third party at any time, unless the employer gives written authorization. Furthermore, business information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties.

All business is intended to be performed using employer owned and operated property, including computers, telephones, letter-head, laptops etc. All information contained in, created or transmitted by employer owned and operated property is the sole property of the company.

Employees are prohibited from using personally owned equipment or property for the creation, transmission or storage of company business information.

If an employee creates, stores or transmits company business information on personally owned property, including, but not limited to, laptop computers, desktop computers, mobile telephones, memory cards, notebooks, PDAs, or loose-leaf paper, etc., the business information will remain the express property of the employer.

The employer reserves the right to inspect and/or audit the property of employees while on premise, where it is either known that they use personally owned property for the purposes of conducting company business, or where it is reasonably suspected that such properties contain company business information. These inspections/audits may be conducted at any time, with or without notice. These inspections/audits are not intended as a punitive measure and are used only for the protection of the employer's business interests.

Upon retirement, resignation, layoff or termination, employees shall promptly return, without duplicating or summarizing, all material pertaining to the employer's business that is in their possession including, but not limited to: all customer lists, physical property, documents, keys, electronic information, storage media, manuals, letters, notes and reports.

If a device containing company business information is password protected, the employee will be required to provide the correct user name and password for the device.

### **Intellectual Property**

- Employees agree that any work they have created, or assisted in the creation of, at the behest of the employer including but not limited to, software, sales materials, user manuals, training materials, and any written or visual work constitutes work made for hire, and that the employer therefore holds the rights to said works.
- Employees cannot reproduce or publish these works, unless it is necessary to comply with normal employment duties.
- Employees agree that any inventions, discoveries, technology or ideas developed while under the employ of the employer are owned by the employer.
- Employees must sign all assignments and documents intended to establish the employer's ownership of the invention, discovery, technology or idea.
- Employees must permit the employer to obtain and retain patents, copyrights, trademarks and other indications of ownership without any further claim towards the discovery, technology, invention, or idea.
- If an employee has developed any technology, invention, discovery or idea prior to employment with the employer, they are required to report, and claim ownership of it before their employment begins.