



**REQUEST FOR PROPOSAL FOR OFFICIAL
UNIFORM SUPPLIER FOR
VAUGHAN SOCCER CLUB INC.
EFFECTIVE FEBRUARY 2025**

Vaughan Soccer has issued this Request for Proposals (“RFP”) in order to communicate the details and accept responses for the exciting opportunity of being the official uniform provider and corporate sponsor

Joe Colangelo, Equipment Director
Joecolangelo31@hotmail.com

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PURPOSE OF REQUEST FOR PROPOSAL

Pursuant to this Request for Proposal (“RFP”), the Vaughan Soccer Club (“VSC”) seeks a vendor to supply VSC with soccer uniform kits, and equipment to its members and athletes. VSC wishes to enter into a multi-year agreement with the successful applicant.

VSC is seeking business proposal through a competitive, fair and open bidding process. VSC seeking proposals that can provide good value and service to VSC and its members through competitive pricing, quality goods, with efficient and effective service.

The successful bidder, at the sole discretion of VSC, must be prepared to enter a supply and service contract with VSC for a two-year term, with an option by VSC to extend the service agreement for an additional one-year renewal.

VAUGHAN SOCCER CLUB OVERVIEW

VSC is not-for-profit soccer club that was founded in 1982. We are the largest club in York Region with over 5500 members and provides soccer programming for both boys and girls ages 3 to 65. VSC is one of a few select clubs to be awarded Canada Soccer’s National Youth Club License and National Club License. In addition, VSC is a Gold Standard Club.

Our purpose is serve our local community by providing the opportunity for all youth and senior players to play soccer to their full potential. From our inception, we have been guided by our club motto of “Strive to Win with Honor” in everything we do. Over the years, VSC has become the premier grassroots club in Ontario and Canada at developing young players and people through the development of a professional approach to training and matches. We are a player focused club, that measures success not only by the number of titles we win but, more importantly, by the number of players we can help move to the next level of the soccer pyramid.

STATEMENT OF CONFIDENTIALITY

This RFP must be kept confidential and cannot be disclosed to any party other than employees with a need to know. VSC will similarly treat response to the RFP as confidential and will not disclose information provided to any party other than VSC Board of Director members or employees with a need to know.

These obligations do not apply to information that is in the public domain through no breach of confidence by you or VSC or to information that you get from a source other than us without a breach of confidence with VSC.

RFP submission must include a signed Confidentiality & Non-Disclosure Agreement and a Statement of Non-Collusion and Affidavit. If a vendor has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to VSC Equipment Director. If you do not agree with these provisions, please destroy the RFP.

CONTACTS DURING THE RFP PROCESS

Joe Colangelo, Tony Bartolomeo and Nick Raimondo are your contacts for VSC, they are the VSC's only representatives authorized to communicate and otherwise deal with potential vendors. All potential vendors must communicate with them only. Contact with any other VSC representative, including Members of Board of Directors (BOD) or employees of the VSC regarding this RFP or a potential vendors submission may result in that proposal being removed from consideration for this and any future RFPs.

BIDDER CONFLICT OF INTEREST

All parties who were *directly or indirectly* involved in preparing this RFP shall be deemed to be in a conflict of interest and ineligible to bid.

ENQUIRIES

All enquiries related to this RFP are to be directed in electronic format to Joe Colangelo , Equipment Director at joecolangelo31@hotmail.com with the subject line "2024 Uniform & Equipment RFP". Enquiries will only be responded to if received by Friday July 12 2024 at 5:00pm EST.

LIMITATION OF LIABILITY

By submitting a proposal, each potential vendor agrees that:

(a) neither VSC nor any of its employees, officers, agents, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and,

(b) the potential vendor waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the VSC's decision to not accept the proposal submitted by the potential vendor, to enter into an agreement with any other vendor or to cancel this proposal process, and the supplier shall be deemed to have agreed to waive such right or claim.

PROPOSAL GUIDELINES

VSC would like to conduct an open and competitive process for the procurement of the uniforms and soccer equipment; outlined below.

Proposals are to be submitted via registered mail in a sealed document or electronically to the attention of Joe Colangelo, Equipment Director at joecolangelo31@hotmail.com by **5:00 pm EST on Monday July 15, 2024**. Any proposals received after this date and time will be declined.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Vendors are instructed to provide information on the following items in their submissions:

1. Company Overview – Provide an understanding of the vendor’s business
 - a. Company Name; Key Contact name and title;
 - b. Address, Phone Number; Website and social media outlets;
 - c. History of previous business relationships with VSC or other Ontario Soccer Clubs or Academies
 - d. Description of payment policies; and,
 - e. Sample Vendor Agreement (warranty terms and refund/return policy).
2. Sample Pricing - Based on VSC products and services list. All prices must be itemized, provide an explanation of all fees and costs.
3. Value Proposition – Any unique or special offerings that the vendor believes to be a competitive differentiator, this includes marketing support and sponsorship.
4. Costs - All costs must be itemized with a clear explanation of all fees and related costs and taxes.
5. References - Include three references with a similar profile to VSC.
6. Current Customers – Include a minimum of three current clubs separate from the references, that the company currently supplies in Ontario.
7. Core Competencies – List all related to your organization.
8. Value Added Services – List all other services that the VSC could utilize from your organization.
9. Timelines – Include a calendar of events from order, to warehousing, embellishment, delivery to payment.
10. Processes – Include order processes and policies.

Please also provide any additional information that would be relevant to the RFP and the vendor’s capability to provide the goods and services requested, including a more complete or thorough product and service offering.

PRODUCTS AND SERVICE REQUIRED

RECREATIONAL

- Outdoor Recreational players a for up to 1800 (summer recreational players registered) in the U3 to U18 age groups;
- Indoor Recreational for up to 800 (Fall/Winter) recreational players registered in the U4 to U18 age groups
- Soccer Balls Practice balls for approximately 1700 players (size 3, 4, 5)
- Adult Recreational Outdoor for up to 400 players (summer) requires only multi-colour kits (no balls or coaching packages)

RECREATIONAL OUTDOOR PLAYER (U3-U18)- Qty 1800	RECREATIONAL OUTDOOR GOALKEEPER (U3-U18)- Qty. 100
Home and Away Jersey (Blue/Red)	Goalie Jersey
Shorts Blue (1x)	Goalie Gloves (Variety of Sizes)
Pair of Blue Socks (1x)	
Draw String Bag (1x)	
RECREATIONAL OUTDOOR (Adults) - Qty 400	Recreational Outdoor Coaches Packages - Qty 200
Multi-Colour (Jersey/Shorts/Socks) 1x	1 Polo Shirt
Draw String Bag (1x)	10 Pinnies
	10 Cones
	Ball Bag
	Draw String Bag (1x)
RECREATIONAL INDOOR (U4-U18) - Qty 800	RECREATIONAL INDOOR (U4-U18)- Approx.Qty 50
Multi-Colour (Jersey/Shorts/Socks) 1x	Goalie Jersey
Draw String Bag (1x)	Goalie Gloves (Variety of Sizes)
Recreational INDOOR Coaches Packages - Qty 75	
1 Polo Shirt	
10 Pinnies	
10 Cones	
Ball Bag	
Draw String Bag (1x)	

FESTIVAL and Adult Senior Kits

Competitive Festival Player Kits - (U6-U7) Qty 80	Competitive Adult Senior Kits U19+ - Qty 50
Primary match quality player jersey Navy(x1)	Primary match quality player jersey Navy(x1)
Alternate match quality player jersey White (x1)	Alternate match quality player jersey White (x1)
Match quality player short (x2 - Blue and Red)	Match quality player short (x2 - Blue and Red)
Premium Player Sock (x2 Blue & White)	Premium Player Sock (x2 Blue & White)
Track Zip Jacket (x1)	Drawstring Bag
Track Pants (x1)	
Backpack/Knapsack (x1)	
RainJacket (1x)	

PRODUCTS AND SERVICE REQUIRED CONTINUED....

COMPETITIVE TEAMS

Competitive Youth Player Kits - (U9-18) Qty 550	Competitive Youth Goalie Kits - (U9-18) Qty 80
Primary match quality player jersey Navy(x1)	Primary match quality player jersey Yellow (x1)
Alternate match quality player jersey White (x1)	Alternate match quality player jersey Green (x1)
Match quality player short (x2 - Blue and Red)	Match quality player short (x2)
Premium Player Sock (x2 Blue & White)	Premium Player Sock (x2 Blue & White)
Track Zip Jacket (x1)	Track Zip Jacket (x1)
Track Pants (x1)	Track Pants (x1)
Backpack/Knapsack (x1)	Backpack/Knapsack (x1)
Training Kit (2 red tops, 1 red shorts/ white socks)	Training Kit (2 tops, 1 red shorts/ white socks)
RainJacket (1x)	RainJacket (1x)

OPDL Player Kits - (U13-U17) Qty 155	OPDL Goalie Kits - (U13-17) Qty 15
Primary match quality player jersey Navy(x1)	Primary match quality player jersey Yellow (x1)
Alternate match quality player jersey White (x1)	Alternate match quality player jersey Green (x1)
Match quality player short (x2 - Blue and Red)	Match quality player short (x2)
Premium Player Sock (x2 Blue & White)	Premium Player Sock (x2 Blue & White)
Track Zip Jacket (x1)	Track Zip Jacket (x1)
Track Pants (x1)	Track Pants (x1)
Backpack/Knapsack (x1)	Backpack/Knapsack (x1)
Training Kit (2 red tops, 1 red shorts/ white socks)	Training Kit (2 tops, 1 red shorts/ white socks)
RainJacket (1x)	RainJacket (1x)

League 1 (Men / Women) Qty 60	League 1 Goalie Kits - (Men/Women) Qty 6
Primary match quality player jersey Navy(x1)	Primary match quality player jersey Yellow (x1)
Alternate match quality player jersey White (x1)	Alternate match quality player jersey Green (x1)
Match quality player short (x2 - Blue and Red)	Match quality player short (x2)
Premium Player Sock (x2 Blue & White)	Premium Player Sock (x2 Blue & White)
Track Zip Jacket (x1)	Track Zip Jacket (x1)
Track Pants (x1)	Track Pants (x1)
Backpack/Knapsack (x1)	Backpack/Knapsack (x1)
Training Kit (2 red tops, 1 red shorts/ white socks)	Training Kit (2 tops, 1 red shorts/ white socks)
RainJacket (1x)	RainJacket (1x)

Competitive Coaching Kits - Quantity 65	Competitive Manager Kits - Quantity 65
Training Tops (2x)	Polo Shirt (1x)
Track Suit - Pants & 3/4 Zip - (1x)	Track Suit - Pants & 3/4 Zip - (1x)
Rainjacket (1x)	Rainjacket
Winter Jacket (1x)	
Shorts with Zipper Pocket (2x)	

Note: Training Balls Based on Competitive Players Order to be included plus below sundry items.

Competitive / Rep	Game Balls		
	Size 4 (Age groups 8-12)	80	
	Size 5 (Age groups 13 +)	80	
	Soccer Ball Bag	75	
Pinnies / Cones	A Set of Pinnies/Cones	55	Teams

PRODUCTS AND SERVICE REQUIRED CONTINUED....

Coaches Training Gear and Manager Gear

Competitive Coaching/Training Gear - Quantiy 65	Competitive Manager Gear - Quantiy 65
Training Tops (2x)	Polo Shirt (1x)
Track Suit - Pants & 3/4 Zip - (1x)	Track Suit - Pants & 3/4 Zip - (1x)
Rainjacket (1x)	Rainjacket
Winter Jacket (1x)	
Shorts with Zipper Pocket (2x)	

In addition, VSC has 12 board members that will require a package for each of them.

The successful bidder is expected to be able to fill replacement orders for uniforms and soccer balls on an as-per requirement basis throughout the term of the agreement. Recommended vendor hold 10% in stock.

Uniforms for House league and youth competitive players will be ordered on an annual basis with ad-hoc orders permissible throughout the term of the contract.

Uniforms and apparel will include club logo and numbers must be placed on all player kit packages; quotes must reflect the inclusion of the following in the pricing. In addition;

- Screening or sewing of League Badges (for example OPDL/ League 1 badges that are required to be placed on sleeves
- Vendor to Include VSC Sponsorship Logos Gear (no charge for set-up or screening for either House League or Competitive)
- to facilitate team fitting or proposal to provide scheduled team fitting at a centralized location procured by the vendor

*****Fanwear Apparel (i.e. scarfs, hats, blankets, hoodies, controlsox, etc. will not be part of RFP and exclusivity as part of proposal.***

SELECTION CRITERIA

Proposals submitted will be evaluated as a total package presentation in Stage 1. Major deficiencies in any one area may be considered grounds for disqualification of the entire proposal. The top three (3) proposals will move on to Stage 2.

Scoring the proposals for STAGE 1 will be done with, but not limited to, the list of criteria below:

STAGE 1 CRITERIA

- The quality of the product offered.
- Product styling and overall appeal to VSC
- The cost of the products offered including requested payment and delivery terms. Shipping fees and the delivery plan shall be included
- Service Capability: The ability of the supplier to provide the goods and services on time and accommodate any special requirements, such as special sizes, last minute additional units, etc. (Recommendation is to provide a brief history of the supplier and its experience with programs of this type. Include names of employees of the supplier who would be responsible this program. Also, provide 3 references served in the last 3 years who the suppliers can contact.)
- Any special offerings, rebate program and **sponsorship**.
- The financial stability of the supplier. Does the supplier possess non-performance insurance?
- Ontario based warehouse, retail store, Online store front service capability.

The top three (3) proposals will be selected from Stage 1 and be asked to present proposal to VSC Board. Scoring the proposals for Stage 2 will be done with, but not limited to, the list of criteria below:

STAGE 2 CRITERIA

- The quality of the product offered. VSC requires samples of any items included in the bid submission being proposed (at no charge to VSC).
- Product styling and overall appeal to VSC Team.
- The cost of the products offered including requested payment and delivery terms. Shipping fees and the delivery plan shall be included.
- Service Capability: The ability of the supplier to provide the goods and services on time and accommodate any special requirements, such as special sizes, last minute additional units etc.
- Ontario based warehouse, retail store, online store front service capability.
- Any special rebates or offerings of contra goods to offset costs to VSC

STAGE 3:

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by VSC Board of Directors and will include scope, budget, schedule, and other necessary items pertaining to the project.

LATE SUBMISSIONS

Late submissions will not be accepted. The VSC has no obligation to proceed with the suppliers of the late submission.

NO OBLIGATION TO PROCEED

Although the VSC fully intends to proceed through the RFP process, the VSC is under no obligation to complete the RFP process. The receipt by the VSC of any information (including any submissions, ideas, or other materials communicated or exhibited by any intended supplier, or on its behalf) shall not impose any obligations on the VSC.

EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each potential vendor shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 10 days prior to the closing date. Where such requests result in a change in the RFP, the VSC will prepare and issue an addendum to the RFP. Request for clarification shall only be by written request emailed to the VSC's designated contacts.

EVALUATION

Pre-qualification (Stage 1) of the evaluation will be conducted by VSC authorized directors, Joe Colangelo & Board Members.

EVALUATION AND SELECTION

VSC authorized directors will check proposals against the mandatory criteria and qualify a final three for Stage 2 of evaluations. Proposals not meeting all mandatory criteria will be rejected without further consideration. The three qualified bidders with proposals that meet all the mandatory criteria will be contacted prior to Stage 2 of the evaluation process. The Stage 2 of the procurement process will include an in-person/virtual presentation, equipment samples and a price/supply negotiation.

- VSC will only contract a vendor that has pre-qualified through Stage 1
- VSC has the right to dismiss any submissions during Stage 1 or Stage 2 of the procurement process
- The vendors in Stage 2 will be evaluated and ranked by the VSC Board of Directors, with the highest ranked entering Stage 3
- Stage 3 of the procurement will be the final contract negotiation, should an agreement not be reached, VSC reserves the right to go to the next ranked vendor
- VSC intends to finalize the vendor contract by August 31, 2024

DOCUMENTS

A completed set of schedule with the products and service must be included in proposal (package and itemized pricing).

INSURANCE REQUIREMENTS

The supplier shall obtain and maintain during the currency of the contract commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the services.

AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the vendor and to bind the vendor to statements made in the RFP.

PRICING TERMS AND CURRENCY

Prices shall be fixed and firm for the duration of the agreement and shall not include surcharges or values attributable to marketing rights, rebates, royalties or other value-add opportunities.

Potential vendors are required to provide an all-inclusive firm fixed price for delivery of the products ordered. The pricing submission must be itemized by product line item and shall be exclusive of HST.

The supplier must provide the VSC with an updated published catalogue (or online shopping cart) with prices for all products covered by this agreement on an annual if not seasonal basis.

All prices must include costs for packaging, containers, cartage, shipping, etc., except where stated otherwise. No separate additional charges will be allowed for freight or delivery.

Proposals are to be submitted in Canadian funds. All prices are to be firm in Canadian dollars and shall include all costs of supplying the products and/or services specified in an agreement or purchase order.

CHANGES TO PROPOSAL WORDING

The vendor shall not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the VSC for purposes of clarification.

ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase goods or services. The VSC is not bound to enter into a contract with any supplier. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The VSC will be under no obligation to receive further information, whether written or oral, from any supplier.

DEFINITION OF CONTRACT

Notice in writing to a supplier that it has been identified as a successful supplier will not constitute a contract.

MODIFICATION OF TERMS

The VSC reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a contract.

OWNERSHIP OF PROPOSALS

All documents, including proposals, submitted to the VSC become the property of the VSC. They will be received and held in confidence by the VSC and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item Mandatory Criteria

- a. Proposal must be received at the closing location by the specified closing date and time.
- b. Information requested herein (Product and Services) completed as well as Schedule A and B (documents at end of this RFP)

DESIRABLE CRITERIA

By responding to this RFP, suppliers will be deemed to have agreed that the decision of the VSC Board of Directors will be final and binding. It is the supplier's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

ASSIGNMENT

The selected supplier is not permitted to assign the agreement in whole or in part without the expressed written permission of VSC in writing.

REJECTION OF PROPOSALS

VSC reserves the right to reject any or all proposals received. Non-acceptance of a supplier's proposal will mean that one or more proposals were deemed more advantageous to VSC or that all proposals were rejected. Suppliers whose proposals are not accepted will be notified after a binding contractual agreement between VSC and the selected suppliers exists, or when/if the VSC rejects all proposals.

AMENDMENTS

No amendment of a bidding supplier's proposal will be effective unless it is in writing and executed by the official agents of both suppliers and by the individual authorized and assigned to execute on the bidding supplier's proposal.

CLUB UNIFORM DELIVERY TIME FRAMES

OUTDOOR PROGRAMS

Recreational – First week of May of Each year (club to place order in January)
OPDL / League 1 – First week of February of each year (club to place order first week of December)
Competitive / Festival / Senior – First week of April Each Year (club to place order by end of February)

INDOOR Recreational PROGRAMS – First week of October of each year (club to place order by end of August)

RFP TIME FRAMES

The RFP will be released to the public for general distribution on Friday June 21, 2024. RFP Acknowledgement and confirmation that the supplier can meet the VSC Uniform Delivery Timelines stated under requirements on or before July 15, 2024.

Stage 1 – Complete RFP Responses are expected on or before July 15, 2024 by 5:00pm EST.

Notification of top three (3) will be done on or July 31, 2024

Stage 2 - RFP presentations will be scheduled between August 1 and August 31, 2024

Stage 3 Final contract negotiation will be done between September 1 and before October 1, 2024

Responses are preferred electronically joecolangelo31@hotmail.com but will also be accepted by post or in person at the VSC Office during office hours. Please refer to our website for information:

VAUGHAN SOCCER CLUB
PO BOX 852
11511 KEELE STREET, VAUGHAN, ON L6A 1S8
905-832-0911

No submissions will be accepted past 5:00pm EST on July 15, 2024 for consideration.

SCHEDULE A - STATEMENT OF NON-COLLUSION AND AFFIDAVIT

I state that I am _____ of _____
(Name) & (Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for submitting this Proposal and the price(s) and the amount of this Proposal.

I state that:

The price(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, or potential Supplier.

Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Supplier or potential Supplier, and they are to not be disclosed before Proposal opening.

No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally higher or noncompetitive Proposal or other form of complementary Proposal.

The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on by the Vaughan Soccer Club in awarding the contract(s) for which this Solicitation is submitted.

I and my firm understand that any false statement in this affidavit is and shall be treated as fraudulent concealment from the Vaughan Soccer Club of the true facts relating to this contract.

(Name) _____ (Company Position) _____

(Signature)

(Date)

SCHEDULE B - CONFIDENTIALITY & NON---DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into as of this ___ day of _____, 2024, by and between the Vaughan Soccer Club ("VSC") and _____ with offices at _____ (hereinafter "_____").

WHEREAS:

VSC and desire to enter into discussions and to perform other services and functions to be agreed upon by the parties from time to time.

These activities may include the disclosure by VSC to and by to VSC of various business and technical information concerning their respective interests, services and activities, including but not limited to supplier names, processes, practices and procedures, equipment, standards, specifications, products, product development plans, patent information, quantities, financial information, data of all kinds, market and sales information and plans ("Confidential information").

Each Party acknowledges that Confidential information is proprietary and a valuable trade secret, and that any unauthorized use or disclosure will cause irreparable harm and loss. The Parties desire to maintain the confidentiality of the Confidential information and to disclose Confidential information to each other subject to the terms and conditions of this Agreement.

WHEREFORE, THE PARTIES AGREE, as follows:

1) The Parties will disclose, retain, and use Confidential information only for the purpose contemplated at the time of disclosure or by any agreement between the Parties, and will disclose, retain and use that Confidential information only in accordance with the terms of the Agreement.

2) Confidential information may be supplied in written, verbal or in other tangible form, and may be disclosed by one party (hereinafter the "Disclosing Party") to the other (hereinafter the "Receiving Party") or learned by the Receiving Party in the course of performance of any agreement or dealing between the Parties. To be subject to the terms of this Agreement, the information must:

a) if disclosed in written form, be marked, stamped, or otherwise identified in writing by the Disclosing Party as confidential; or

b) if disclosed verbally, be identified by the Disclosing Party at the time of disclosure as confidential and be then reduced to writing and marked as confidential within three weeks of the disclosure; or

c) if disclosed in tangible or demonstrative form (such as product samples, product trial, or files), be identified by the Disclosing Party at the time of disclosure as confidential.

3) For the period of 3 years from the date of receipt of Confidential information from the Disclosing Party, the Receiving Party will take reasonable steps as required by this Agreement to safeguard the Confidential information and will not disclose the information to a third party or use the Confidential information except as provided by this Agreement, or as contemplated at the time of disclosure or in

any other agreement between the Parties, except to the extent it can be shown that the information was not confidential because it was:

- a) within the public domain at the time it was disclosed or falls within the public domain other than through breach of this Agreement; or
- b) in the possession of the Receiving Party at the time of receipt from the Disclosing Party; or
- c) developed independently by the Receiving Party; or
- d) independently received by the Receiving Party from a third party with no obligation to the other party with respect thereto; or
- e) disclosed to the Canadian or Provincial Government unaccompanied by requirement of secrecy or confidence in accordance with Freedom of Information Legislation or similar laws or regulations; or
- f) furnished to a third party by the Disclosing Party without a similar restriction on the party's rights; or
- g) approved for release by written authorization of the Disclosing Party.

4) Where the Receiving Party is in possession of Confidential Information subject to this Agreement, the Receiving Party will:

- a) disclose Confidential information only to those of its directors, employees and agents who need to know such Confidential information, who have been informed of the confidential nature of such information, who are obliged to keep such information in confidence, and who agree to abide by the terms of this Agreement; and
- b) not use the Confidential information, directly or indirectly, for any purpose not specifically contemplated at the time of its disclosure or by any agreement in accordance with which the Confidential information was disclosed; and
- c) not copy or reproduce the Confidential Information except as expressly permitted by the Disclosing Party in writing or pursuant to any other agreement between the Parties; and
- d) promptly return to the Disclosing Party, upon request, all Confidential information, including all copies and records thereof; and
- e) upon termination of this Agreement or any other agreement between the Parties under which the Confidential Information was held, return any Confidential information, including all copies and records thereof, or certify the Confidential Information, copies and records as destroyed, as required by the Disclosing Party.

5) The Parties acknowledge that the Vaughan Soccer Club is subject to the Freedom of Information and Protection of Privacy Act and may be required to disclose information in accordance with that Act. Nothing in this Agreement prohibits such disclosure, nor is any disclosure required by that Act or by any other statute, regulation, bylaw, or court order a breach of this Agreement. In the event that the Receiving Party is subject to an order pursuant to any statute, regulation, bylaw or court order requiring disclosure of any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing to enable the Disclosing Party to take such proceedings as it shall think fit to contest the order. Nothing in this Agreement requires the Receiving Party to contest or appeal any such order.

6) Nothing in this Agreement shall be deemed to provide any commitment of any kind by either party to enter into any further agreement with the other party or to provide or disclose any Confidential information.

7) All rights in and to the Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. Nothing in this Agreement shall be deemed by implication or otherwise to convey to the Receiving Party any right or license, patent, or patent rights with respect to any Confidential

Information which the Disclosing Party may have or may obtain, except as expressly provided in any other agreement between the Parties.

8) In the event of a breach of this Agreement by VSC or by _____, the non-breaching party shall be entitled, in addition to any other remedies and/or damages available at law or in equity, to an injunction to restrain the violation hereof by the other party, its employees, agents, servants, affiliates and any and all persons acting for or with the Party in breach of this Agreement.

9) The respective parties designate the person identified below from within its own organization to receive any Confidential Information which is subject to this Agreement and to maintain a log/and or file thereof:

Name (Print or type):
Title:
Signature:
Date
Telephone
Fax
E-Mail

10) The Receiving Party shall not be liable for inadvertent, accidental, unauthorized, or mistaken disclosure by its employees of information obtained pursuant to this Agreement, provided that:

- a) the Receiving Party has used the same degree of care as it used to protect its own proprietary information of like importance, and
- b) upon discovery of such disclosure, the Receiving Party has taken reasonable steps to prevent further disclosure or use.

11) Nothing in this Agreement creates any relationship of agency or employment between the Parties. |

12) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

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CLUB	VAUGHAN SOCCER CLUB	COMPANY :	
BY		BY	
TITLE		TITLE	