

Confidentiality/Nondisclosure Agreement/Clause

(Note: This document could be prepared in the form of a separate agreement with a contractor or the clauses could be included in the contract for service with the contractor.)

Obligation of Contractor

1. All reports, data and information supplied directly or indirectly to the Contractor by the Board during the term of this agreement shall be held by the Contractor in confidence and shall not be disclosed or used by the Contractor at any time, either during or subsequent to the termination of this agreement, without the prior permission of the Board.
2. The Contractor shall ensure that any persons assigned by the Contractor to perform within this agreement on its behalf shall be bound by agreement with the contractor to give effect to the provisions of this clause.

Confidential and/or Proprietary Information

3. All rights in and to any information in writing or other readable form or in machine readable form, including software and which has been identified or labelled as “Confidential” and/or “Proprietary” or with words of similar effect; and to any proprietary and/or novel features contained in such confidential information, or any oral information of a similar nature are reserved by the Board and the Contractor or the Contractor’s employees or agents receiving such disclosure will not use such information for any purpose except in the performance of this Agreement and will not disclose any of such information to benefit any other party or to damage the Board.

Personal Information

- 4.. The Contractor acknowledges that the Board is subject to the provisions of *The Local Authority Freedom of Information and Protections of Privacy Act (LAFOIPP)*.
5. The Contractor will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information, as defined under *LAFOIPP*, that may be collected or created under this Agreement.
6. The Contractor will refer any request for access to or correction of personal information that is made under statute to the Board and will comply with any directions from the Board respecting the access request , or respecting annotation of personal information.
7. The Contractor will, at reasonable times and on reasonable notice, allow the Board to enter its premises and inspect any personal information of the Board’s

that is in the custody of the Contractor or any of the Board's policies or practices relevant to the management of personal information subject to this Agreement.

Disclosure Permitted

8. Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:
- (a) is publicly available at the time of disclosure or later becomes publicly available, other than through breach of this Agreement, or;
 - (b) is known to the receiving party at the time of disclosure, or;
 - (c) is subsequently lawfully obtained from a third party on an unrestricted basis, or;
 - (d) is approved for release, in writing, by an unauthorized representative of the disclosing party, or;
 - (e) is compelled to be disclosed by a court or government agency.

Return of Information

9. The Contractor shall upon request by the other party or upon completion or earlier termination of this Agreement, return the Board's confidential or personal information and all copies thereof.

Survival of Obligations

10. The obligation of this Agreement shall survive any expiration or termination of this Agreement.