

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I _____ (insert full name), the undersigned employee or contractor (the “Recipient”), hereby acknowledge and agree as follows:

1. The Recipient owes certain contractual, common law and statutory duties of confidentiality with respect to Confidential Information which they receive in the course of their relationship with Algonquin College of Applied Arts and Technology (the “College”). The purpose of this Agreement is to confirm and acknowledge those duties.
2. For this Agreement, "**Confidential Information**" means any and all information (whether written, visual, oral or in any other form) of a confidential nature that relates to the business of the College and any affiliated organization, its employees, contractors, suppliers, clients, customers or students, its business including, without being limited to, the following:
 - a. research data and methodologies, statistics, trade secrets, technical information, business and marketing strategies, sales and pricing policies, financial information, business, marketing or technical plans, programs, methods, techniques, concepts, formulas, documentation, intellectual property, software, industrial designs, products, customer, client and supplier lists, and personal (health) information about employees or students, including but not limited to personal health information. Confidential Information may also include information disclosed to the College by third parties, information relating to current, future or eventual agreements, as well as any other business and financial information and other tangible or intangible valuable confidential information.
3. Notwithstanding the foregoing, Confidential Information shall not include any information which:
 - a. was in possession of or known to the Recipient, without any obligation to keep it confidential, before it was disclosed to the Recipient by the College;
 - b. is or becomes public knowledge by disclosure by the College;
 - c. is or becomes public knowledge through no fault of the Recipient;
 - d. is independently developed by the Recipient outside the scope of his engagement and/or duties to the College;
 - e. is disclosed by the College to another person without any restriction on its use or disclosure; or
 - f. is or becomes lawfully available to the Recipient from a source other than the College.

4. The Recipient acknowledges and agrees that in performing the duties and responsibilities of their relationship with the College, they will become conversant with respect to a wide variety of Confidential Information which is the exclusive property of the College, the disclosure of which would cause irreparable harm to the College.
5. The Recipient agrees to use any Confidential Information of the College that they have access to solely for the Authorized Purpose and not for any other purpose, including for any third party's benefit.
6. The Recipient agrees that they will not use the access provided to peruse or obtain information for purposes that are unrelated to their job function ("snooping").
7. The recipient agrees that it shall keep strictly confidential and shall not disclose or disseminate any of the Confidential Information to anyone without the express written consent of the College's applicable management authority, except that the recipient shall have the limited right to disclose the Confidential Information to those employees, advisors, and management of the College who are required to have the information to evaluate or engage in discussions regarding the Authorized Purpose but only after such persons have agreed in writing to confidentiality obligations at least as restrictive as the ones set forth herein.
8. The Recipient shall not, without the express prior written consent, translate into another format or language, reverse engineer, disassemble, or decompile any of the Confidential Information or any of the prototypes, software, or other tangible objects which embody the Confidential Information.
9. The Recipient, therefore, agrees that during and following the termination of their relationship with the College for any reason, they are under an obligation to maintain confidentiality in the Confidential Information. They shall not disclose the Confidential Information to any unauthorized persons, except in the course of carrying out authorized activities on behalf of the College or with the express and authorized consent of the College, or otherwise as required by law.

Legally Compelled Disclosure.

10. In the event the Recipient is required to disclose the College's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by applicable law, prior to any such compelled disclosure, the Recipient will (i) forthwith notify the College of the legal process, and allow the College to assert the privileged and confidential nature of the Information against the third-party seeking disclosure and (ii) cooperate fully with the College in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the Recipient will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.
11. The Recipient further acknowledges that the College is bound by the provisions of the Freedom of Information and Protection of Privacy Act (FIPPA), the Personal Health

Information Protection Act (PHIPA), the Personal Information Protection and Electronic Documents Act (PIPEDA), and any other applicable laws. The Recipient acknowledges and agrees that they have an obligation to familiarize themselves with the provisions of these laws as they apply to them and to adhere to them in all respects in the course of carrying out their duties on behalf of the College.

12. The Recipient further acknowledges and agrees that they shall review and obey all applicable policies of the College relating to confidentiality, security, and privacy, as amended or as may be introduced by the College in the future, including but not limited to, Directive AA35 (Confidentiality of Student Records)¹, Directive AD02 (Freedom of Information and Protection of Privacy)¹, Directive AD16 (Payment Card Industry Data Security Standards)¹, Directive AD18 (Social Media Account Management)¹, Directive IT01 (Information Security)¹, and Privacy Statement (<https://www.algonquincollege.com/policies/privacy/>).
13. The Recipient's statutory, common law, and contractual obligations of confidentiality, including those described in this Agreement, shall survive the termination of the Recipient's relationship with the College, howsoever caused.
14. If the Recipient is not otherwise an employee of the College, this Agreement shall not be construed to give rise to an employment relationship.

Miscellaneous

15. This Agreement shall be governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. This document contains the entire agreement between the Recipient and the College with respect to the subject matter hereof.
16. The provisions of this Agreement shall be severable. If any of the provisions herein or its application to any specific situation shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application to any different situation.

I have read, understood this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT. I accept work-related, professional and legal responsibility for all of my actions while using the College's IT resources.

Employee/Contractor Name (Print)

Employee/Contractor Signature

Date (DD/MM/YYYY)