CA-COMnda02

Confidentiality agreement: supplier, contractor or consultant

Between: [name 1]

and [name 2]

Dated: [Date]

This agreement is dated: [date]

It is made between

[name 1] a company registered number [number], registered in the [Province] of Canada, [redacted] [[redacted]] (“ [redacted] ”)

and

[name 2] a company registered number [number], registered in the [Province] of Canada , [redacted] [[redacted]] (“ [redacted] ”)

These are the terms of the agreement

1. Definitions

For the purpose of this agreement the following words have [redacted] :

“Confidential Information” means all information about the Discloser:

- given or received in any medium [redacted] , [redacted] ;
- of any description, whether recorded or unrecorded;
- whether protected by law or not;
- including, without limitation any inventions, processes, systems, methods, formulae, intellectual property, designs, research or development activities, future plans and ideas, specifications, computer code, financial data, lists of names or classes of customers or personnel, lists of suppliers, business and [redacted] , [redacted] [[redacted]]

However, Confidential Information shall not include information:

- that is now or subsequently becomes generally available to the public through no

wrongful act or omission of the Consultant [redacted]; [redacted]

- in respect of which the Consultant can demonstrate by its written records to have had rightfully in its possession [redacted]; [redacted]
- in respect of which it can be demonstrated by the Consultant's written records to have been independently developed by the Consultant without [redacted], [redacted], [redacted]; [redacted]
- the Consultant rightfully obtains from a third party who has the [redacted].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person is a reference to one [redacted], [redacted], [redacted], [redacted], [redacted].

2.2. any agreement by any party not to do or omit [redacted];

2.3. the headings to the paragraphs [redacted] ([redacted]) [redacted];

2.4. this agreement is made only in the English language. If there is any [redacted], [redacted].

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3. Non-disclosure

In consideration of disclosure of [redacted], [redacted]:

3.1. except as provided in this [redacted], [redacted], [redacted].

3.2. not use the Confidential Information in any way for himself [redacted], [redacted].

3.3. before disclosing any [redacted], [redacted]:

3.3.1 obtain the consent of the Discloser;

3.3.2 obtain the signature of the person approved, to the terms [redacted], [redacted], [redacted].

3.4. accept responsibility and [redacted].

OR

3.5. disclose Confidential Information only to people to whom disclosure is essential and will at all [redacted]-[redacted].

3.6. to disclose Confidential Information only to those [redacted].

3.7. not to use any name or mark [redacted];

3.8. not to use any trade name [redacted].

3.9. upon request by the Discloser, promptly deliver to the Discloser or destroy all media [redacted], [redacted]

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[redacted].

3.10. not disclose Confidential Information to any person [redacted].

OR

3.11. The Consultant shall limit access [redacted]:

[qualification criteria for disclosure]

AND

The Consultant accepts responsibility for the acts and omissions [redacted], [redacted].

4. Security of Confidential Information

4.1. The Consultant agrees and undertakes that he will:

4.1.1 keep all records of [redacted];

4.1.2 keep all records only at its / his [redacted] ([redacted]);

4.1.3 use his best endeavours to keep confidential (and [redacted]) [redacted].

4.2. The Consultant agrees [redacted]:

4.2.1 store, copy, or use the Confidential Information [redacted] [[redacted] . . . .]

4.2.2 remove from his office premises or copy or allow anyone else to copy [redacted], [redacted], [redacted]

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[redacted];

5. Ownership and warranty

5.1. All Confidential Information remains the sole property [redacted].

5.2. If the Consultant has worked in any way on the [redacted], [redacted].

6. Excluded information

The Consultant has set out in the schedule to this agreement a list [redacted], [redacted].

7. Undertaking not to steal customers and staff

The Consultant undertakes with [redacted], [redacted]:

7.1. solicit or approach any customer of the Discloser;

7.2. [redacted];

7.3. solicit or employ any employee of the Discloser.

8. Disclosure required by law

[redacted], [redacted], [redacted]:

8.1. [redacted], [redacted], [redacted]

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[redacted];

8.2. [redacted]; [redacted]

8.3. [redacted].

9. Miscellaneous matters

9.1. [redacted], [redacted].

9.2. [redacted], [redacted].

9.3. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

9.4. [redacted].

9.5. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted]

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[redacted].

9.6. [redacted].

9.7. [redacted], [redacted].

9.8. [redacted]-[redacted].

It shall be deemed to have been delivered:

> [redacted]: [redacted];
>
> [redacted]: [redacted] 72 [redacted];
>
> [redacted]: [redacted] 24 [redacted];
>
> [redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]]

9.9. [redacted], [redacted].

9.10. [redacted], [redacted].

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9.11. [redacted], [redacted][[redacted]] [redacted]. [redacted][[redacted]] [redacted].

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

OR

Signed by / on behalf of the first named party by its representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership]

For, and on behalf of [ ]

print name

For, and on behalf of [ ]

print name

OR

[redacted]: [redacted]

[redacted]

OR

[redacted][[redacted]] [redacted], [redacted].

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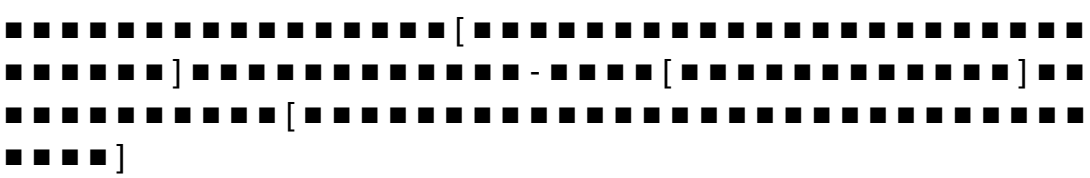
OR



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Explanatory notes:

Confidentiality agreement: supplier, contractor or consultant

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

The key to the strength of this agreement is the very comprehensive definition of confidential information. This should [redacted].

You have to define what you want someone to be confidential about. Exactly what is it? Beware of defining it too narrowly, particularly if your negotiations are at an early stage. In this example, we [redacted]. [redacted].

2. Interpretation

Leave these items in place unless there is a good reason [redacted].

3. Non-disclosure

In some cases disclosure must be only to named people and with consent. In other cases it may be expected [redacted]. [redacted]

There is an important point at 3.3.2. A person asked to sign up to this agreement at a later date may have no personal interest in doing so. But if that is the case, you have given him nothing of value [redacted] “[redacted]” [redacted]. [redacted], [redacted], [redacted]. [redacted].

What are you protecting against? Is it that the other person might embarrass you; or sell your secret; or write your book; or make up your idea into [redacted]; [redacted]? [redacted], [redacted].

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We have included 3.8 and 3.9 not because they are confidential information (they are probably not) but because if someone intends to steal your customers or suppliers, it is far easier to do [redacted]. [redacted], [redacted], [redacted].

Not all these provisions will be relevant [redacted]. [redacted].

4. Security of Confidential Information

This paragraph drives home aspects of confidentiality. [redacted].

5. Ownership and warranty

This provision may not be needed in every case. It covers the [redacted].

6. Excluded information

Does he already have knowledge? if you are dealing in a situation where the [redacted], [redacted]. [redacted]

7. Undertaking not to steal customers and staff

We have intentionally used a strong word. This is an area of confidentiality not often covered, but [redacted]. [redacted], [redacted].

8. Disclosure required by law

This [redacted]. [redacted].

9. Miscellaneous matters

A number of points [redacted].

End of notes

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