

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

MIAG Centre for Diverse Women and Families (“**MIAG**”),

- and –

\_\_\_\_\_ (‘Recipient’)

I, Recipient, have both a legal and ethical responsibility to protect the privacy and all proprietary information of MIAG including intellectual properties.

I, Recipient, shall keep in strictest confidence and shall not disclose and shall not use any non-public information pertaining to or concerning MIAG including without limitation, all personal, employee, financial, proprietary and other information as may be specified during the course of the agreement. Collectively, this shall be known as “**Confidential Information**”. This includes but is not limited to documents, audio recordings, notes, visual aids, presentations, social media posts of MIAG’s events and any other intellectual property. Provided however, that Confidential Information does not include information which:

- (a) was already in, or enters into, the public domain, through no breach thereof by you;
- (b) is required to be disclosed pursuant to applicable laws, provided that Recipient has first given written notice to MIAG that it intends to disclose such information;
- (c) is required to be disclosed in any arbitration or legal proceeding, provided that Recipient has first given written notice to MIAG that it intends to disclose such information; or
- (d) has been authorized by MIAG to be disclosed by you.

I, Recipient, understand and acknowledge that I have an obligation to take all reasonable measures to ensure maintaining confidentiality of all information relating to MIAG. I hereby undertake to not use, copy, transfer, or destroy any Confidential Information without MIAG's consent. I further undertake to taking all reasonable precautions to prevent inadvertent use or disclosure of any such Confidential Information. I understand and agree that my obligations to maintain confidentiality extend to after my agreement with MIAG ends.

I, Recipient, have read the above information and fully understand that any violation of this agreement may warrant discipline up to and including **immediate termination** in accordance with the prevailing laws of Ontario

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

