

**CITY OF TORONTO
CONFIDENTIALITY AND NON-DISCLOSURE DECLARATION
("Confidentiality Agreement")**

THIS ACKNOWLEDGEMENT AND DECLARATION is given to the City of Toronto (the "City") as of the ___ day of _____, 20__ by _____ (the "Company").

WHEREAS the City issued _____ (the "Tender") on [_____] for [_____];

AND WHEREAS the Company requires receipt of certain information in connection with and arising out of Tender Award no. _____ ("Contract");

AND WHEREAS the City requires the Company to enter into this Confidentiality Agreement and abide by the following terms and conditions;

NOW THEREFORE for sufficient and valuable consideration received from the City, including the disclosure of certain Confidential Information, the Company agrees and declares as follows:

1. In this Confidentiality Agreement, "Confidential Information" means all information of any kind, including correspondence and documentation, which comes to the attention of the Company in connection with or arising out of the Contract.
2. The Company shall maintain the absolute confidentiality of all Confidential Information and agrees not to disclose any Confidential Information to any third party for any reason whatsoever without the express written consent of the City.
3. The Company shall maintain the security and integrity of Confidential Information in the possession or control of the Company, and shall keep such Confidential Information in a physically secure location to which access is restricted.
4. The Company agrees it may disclose Confidential Information only to those of its representatives who need access to the Confidential Information for the purpose of carrying out the services of the Contract and on the condition that all such Confidential Information be retained by each of those representatives as strictly confidential.
5. The Company shall not have, or acquire, any right, title or interest, including intellectual property rights, in such Confidential Information, which shall remain the property of the City.
6. The Company acknowledges that the City has disclosed the Confidential Information to the Company solely in connection with carrying out the services of the Contract. The Company acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of the City.

7. Upon request by the City, the Company agrees to promptly deliver the Confidential Information, together with all copies, extracts or other reproductions in whole or in part of such Confidential Information. In addition, at the City's request, the Company will destroy, promptly and irrevocably, all such copies, extracts or other reproductions of Confidential Information that exists in a form that cannot be delivered to the City.

8. The Company acknowledges and agrees that the City will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Confidentiality Agreement by the Company or any of its representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the City may be entitled at law or in equity.

9. The Company acknowledges that no delay or failure by the City in exercising any rights, powers, remedies or privileges available to it hereunder shall operate as a waiver thereof.

10. The Company confirms it has read and agreed to all the terms and conditions of this Confidentiality Agreement in full and to be bound by such.

IN WITNESS WHEREOF the Company executes this Confidentiality Agreement through the signature of its duly authorized signatory.

ON BEHALF OF

_____)

Signature:

Name:

Title:

Date:

I have the authority to bind the Company.