

CONFIDENTIALITY AGREEMENT

THIS Confidentiality Agreement (“Agreement”) is made the _____ (the
“Effective Date”) and is: (Today’s Date)

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA
(Hereinafter called the “Township”)

- and –

(Your Name(s))
(Hereinafter called the “Requestor”)

WHEREAS:

- A. The Requestor has requested from the Township disclosure of a video recording (the “Confidential Information”) pursuant to the Municipal Freedom of Information and Protection of Privacy Act (the “Act”);
- B. The Township has determined that it is obligated under the Act to disclose the Confidential Information but only with assurances that the Confidential Information will not be publicly disseminated or disclosed by the Requestor to third parties; and,
- C. The Requestor has agreed to the within covenants as a condition of the disclosure of the Confidential Information by the Township.

NOW THEREFOR THIS AGREEMENT WITNESSES that in consideration of the mutual promises set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. In this Agreement:

- (a) “Confidential Information” means video recorded on the body-worn camera dated _____ at _____ by _____ ;
(mm/dd/yyyy) (Address) (Officer Name)
- (b) “Third Party” means any person, individual, entity, shareholder, corporation, partnership, body, government, or legislature whatsoever not a party to this Agreement.

2. Confidentiality Obligations. Subject to the exclusions set out in Section 3, the Requestor shall treat as confidential, and shall not disclose to any Third Party, the Confidential Information. The Requestor shall not, directly or indirectly, copy, transmit, reproduce, make available, sell or disclose any of the Confidential Information or the Requestor’s recollections thereof. The Requestor shall not make any use whatsoever of the

Confidential Information except to the extent necessary for the Purpose.

3. Exclusions. Notwithstanding the confidentiality obligations set out in Section 2:

(a) the Requestor may disclose:

- (i) Confidential Information with the written consent of the Disclosing Party;
- (ii) Confidential Information to the extent that such disclosure is required by law or by the order of any judicial, administrative, or similar body with enforcement powers having jurisdiction over the Requestor, provided that the Requestor will promptly notify the Disclosing Party in writing of such requirement and will co-operate reasonably with the Disclosing Party at the Disclosing Party's expense in seeking to challenge or to restrict the scope of such disclosure;

(b) the Township may summarize, quote or provide extracts of Confidential Information or the purpose of disclosures allowed under this section.

4. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Parties acknowledge that **the Township** is subject to the Act and the regulations enacted thereunder, and that **the Township's** non-disclosure obligations under this Agreement are subject to those enactments, as amended or replaced from time to time.

5. Ownership. All Confidential Information is and shall continue to be the exclusive property of the Township. This Agreement is not intended to and does not grant, expressly or by implication, any right or license to any intellectual property right or similar proprietary right of any kind that the Township may possess.

6. Safeguard of Confidential Information. The Requestor agrees to exercise the same standard of care in safeguarding the Confidential Information against loss, theft, destruction or inadvertent disclosure as it would in respect of its own confidential information.

7. Injunction. The Requestor acknowledges and agrees that any breach of this Agreement by the Requestor may cause irreparable harm to the Disclosing Party. If the Requestor fails to abide by the terms of this Agreement, the Township shall be entitled to an injunction, specific performance or other equitable relief and no bond or other security shall be required from the Township in connection therewith. The rights and remedies specified in this Agreement are in addition to, and not in substitution for, any rights or remedies of the Township at law or in equity. If the Township is successful in obtaining an injunction or is otherwise successful in any other action arising out of a breach of this Agreement, the Requestor will pay to the Township the full amount of the Disclosing Party's legal fees and expenses incurred by the Disclosing Party in pursuing such action(s).

8. Term. This term of this Agreement commences on the Effective Date and does not expire unless it is terminated by mutual agreement of the Parties.

9. Survival. The obligations of the Requestor respecting the use and disclosure of the Confidential Information under this Agreement and the rights of the Disclosing Party to enforce such obligations will survive and are continuous and do not expire.

10. Miscellaneous.

- (a) **Binding Nature.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- (b) **No Warranty.** All Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy, completeness, performance, non-infringement, or fitness for a particular purpose.
- (c) **Assignment.** Neither Party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party.
- (d) **Entire Agreement.** This Agreement represents the entire agreement and understanding of the Parties with respect to the non-disclosure of the Confidential Information.
- (e) **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

READ, UNDERSTOOD AND AGREED, as of the day and year first written above.

**THE CORPORATION OF THE
TOWNSHIP OF GUELPH/ERAMOSA**

Name: _____
(Your Name)

Signature: _____
(Your Signature)

Name: Amanda Knight

Signature: _____

Title: Clerk / Director of Legislative
Services