

**ATTACHMENT 1 – CONFIDENTIALITY AGREEMENT****PROJECT TITLE: NETWORK AND DATA CENTRE DESIGN / IMPLEMENTATION  
ENGINEERING CONSULTING SERVICES**

This Agreement is made effective \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Reference No.: 1220-051-2020-003**

**BETWEEN:**

**CITY OF SURREY**, 13450 - 104 Avenue, Surrey, B.C., V3T 1V8 (the “City”)

**AND:**

\_\_\_\_\_

\_\_\_\_\_  
*(Insert Full Legal Name and Business Address)*

(the “Recipient”)

**WHEREAS:**

- A.** The Recipient, by participating in a Request for Expressions of Interest issued by the City (“**RFEOI**”), will have access to Confidential Information; where “**Confidential Information**” means any information disclosed or received by the Recipient regarding the solicitation including any technical data, intellectual property, or know how of the City, and any services, processes, designs, drawings, diagrams, specifications, business strategies, finances and all associated documentation, whether communicated orally, electronically or in writing and including information derived from, or about, the City’s equipment, machinery and other property.
- B.** The Recipient agrees to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Agreement.

NOW THEREFORE, in consideration of the right to be considered for participation in the RFEOI, the Recipient agrees as follows:

1. The Recipient shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Recipient acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Recipient hereby consents to the granting of such equitable and injunctive relief.

2. The Recipient shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Recipient may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Recipient's directors, officers, employees, and contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Recipient divulges or discloses any of the Confidential Information to such directors, officers, employees, and contractors, the Recipient shall inform each of the said directors, officers, employees, and contractors of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Recipient set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Recipient agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
4. The Recipient shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Recipient utilizes to protect its own confidential information of a similar nature.
5. The Recipient shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Recipient shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Recipient may require pursuant to this Agreement to prepare a response to the RFEOI. All copies of the Confidential Information shall, upon reproduction by the Recipient, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Recipient and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Recipient forthwith upon demand by the City.
8. The Recipient acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* ("**FIPPA**") and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Recipient further acknowledges that the collection, use, storage, access, and disposal of the Confidential

Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Recipient in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Recipient shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Recipient, the Recipient shall provide details of such harm in accordance with section 21 of FIPPA.

- 9. The Recipient acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Recipient under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
- 10. Disclosure of the Confidential Information to the Recipient under the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
- 11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Recipient hereby acknowledges that the obligations imposed on the Recipient hereunder shall survive the termination of the Recipient's dealings or engagement with the City.
- 12. The Recipient represents that is not now a party to, and shall not enter into, any agreement or assignment in conflict with this Agreement.
- 13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Recipient irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
- 14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

AGREED to by the Recipient as at the date first written above.

**RECIPIENT:**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Name / Position) – *please print*

**Contact Information:**

*(RFEOI documents will be delivered to this email address)*

Email: \_\_\_\_\_

Phone: \_\_\_\_\_