

NON-DISCLOSURE AGREEMENT (Unilateral)

TO: The Corporation of the City of London (“the City”)

FROM: _____ (“the Recipient”)

DATE: _____

Send by email

WHEREAS the Recipient has agreed to provide services to the City, as set out in a separate contract, and described in RFP-2025-103 (“services”);

AND WHEREAS the Recipient and the City wish to define their respective rights with respect to Confidential Information as hereinafter defined and to protect the rights of the City to such Confidential Information;

AND WHEREAS the Recipient acknowledges that the *Municipal Freedom of Information and Protection of Privacy Act* applies to the City's Confidential Information;

IN CONSIDERATION of the covenants and agreements contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Commencement

This Agreement shall commence upon the City authorizing the Recipient to provide the services to the City.

2. Definition of Confidential Information

The Recipient agrees that information disclosed by the City to the Recipient regarding the business, activities and governance of the City, and other information, including but not limited to information learned by the Recipient from the City's employees, agents or through inspection of the City's property that relates to the City's business plans, business opportunities, finances, research, development, know-how, personnel, labour relations or third-party confidential information disclosed to the Recipient by the City, and the existence of the discussions between the Recipient and the City shall be considered and referred to collectively in this Agreement as “Confidential Information”. Confidential Information, however, does not include information that:

- (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient;
- (b) the Recipient can demonstrate to have had rightfully in its possession prior to disclosure to the Recipient by the City;

- (c) is independently developed by the Recipient without the use of any Confidential Information; or
- (d) the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

The Recipient hereby agrees that any information that falls within the definition of Confidential Information and that was disclosed or provided to the Recipient by the City or an employee, agent or affiliate of the City prior to the execution of this Agreement, shall be deemed to be included and covered by the terms of this Agreement. If the Recipient is in doubt as whether any information it receives or otherwise discovers is Confidential Information under this Agreement, the Recipient shall obtain approval from the City before proceeding with disclosure.

3. Non-disclosure and Non-use of Confidential Information

With the exception of the City, the Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and the Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. The Recipient agrees to accept Confidential Information for the sole purpose of providing services to the City. The Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the City in each instance.

4. Ownership of Confidential Information

The Recipient agrees that all Confidential Information and any derivatives thereof, whether created by the City or the Recipient, remains the property of the City and no license or other rights to Confidential Information is granted or implied hereby.

5. Return of Documents

Within five business days, the Recipient shall return to the City all documents, records and copies thereof containing Confidential Information upon the earlier of: (a) completion of the services, or (b) receipt of the City's written request for their return. For the purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

6. Equitable Relief

The Recipient acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the City that may be difficult to ascertain. Accordingly, the Recipient agrees that the City shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. Obligations Continue

The obligations of the Recipient under this Agreement shall survive the termination of the services and shall continue indefinitely.

8. Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

SIGNED, SEALED AND DELIVERED

For the Recipient:

Signature

Print Name and Position

I have the authority to bind the Corporation.

Signature

Print Name and Position

I have the authority to bind the Corporation.

PREVIEW

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