



Standard “Boiler Plate” Confidentiality and Non-Disclosure Statement

_____ acknowledges that in the course of business its representative(s) may receive information or have access to information pertaining to individuals, candidates and/or applicants that is of a personal, confidential, and/or proprietary nature (the subject information).

_____ hereby warrants that its representative(s) shall not knowingly disclose any such subject information to any person other than those who are required to have the Information in order to satisfy the business relationship between _____ and/or _____, or to meet legal requirements.

_____ undertakes to ensure that all reasonable measures to protect the privacy and security of subject information will be taken, which measures shall include the highest degree of care that _____ utilizes to protect its own information of a similar nature. _____ undertakes to notify the other parties in writing of any misuse or misappropriation of such information which may come to its attention.

Subject Information may include, but not be limited to the following:

- Protected Personal Information as defined by ____ (country) ____’s Personal Information Protection and Electronic Documents Act (PIPEDA), and privacy acts enacted by the states/provinces/regions or other countries. This includes information such as age, name, ID numbers, income, ethnic origin, social status, evaluations, opinions, disciplinary actions, employee files, credit reports, medical records and intentions.
- Information, technical data or knowledge including but not limited to that which relates to research, business plans, services, applicants/candidates, clients, markets, software, developments, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which confidential information is designated in writing to be confidential or proprietary or if given orally, is designated only at the time of disclosure as being disclosed as confidential or proprietary. Confidential information does not include information, technical data or knowledge which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the disclosing party in writing.

Signature

Date