

CONFIDENTIALITY AGREEMENT

BETWEEN: Her Majesty the Queen in Right of the Province of British Columbia, by the Minister of Labour and Citizens' Services' authorized representative
Accommodation and Real Estate Services
3350 Douglas Street
Victoria, BC V8Z 3L1

(hereinafter referred to as "ARES")

OF THE FIRST PART

AND:

(Print Name)

Firm Name

Street Address

Victoria, BC Postal Code

(hereinafter referred to as the "Contractor"/"Employee") (delete as applicable)

OF THE SECOND PART

PROJECT: **FRCC Complex Renovations and Building Additions**

In consideration of ARES entering into an agreement for the Contractor/Employee to provide services for the above Project and thus permitting the Contractor/Employee access to confidential documents and information, the parties covenant as follows:

1. **"Information"** as used in this Agreement includes, but is not limited to, any and all information whether verbal, written, electronic or other form of information or communication which may be encountered by the Contractor/Employee during the course of the performance of its services.
2. **"Contractor"** as used in this Agreement includes the Contractor as shown above along with all parties for whom the Contractor is responsible including, but not limited to, authorized employees, assignees, transferees or sub-consultants, etc.
3. **"Employee"** as used in this agreement includes full-time, part-time, permanent, temporary and short and long-term contract employees hired by the Province of British Columbia and who is participating in whole or in part in the Project described above.
4. The Contractor/Employee shall keep confidential all matters related to the performance of this Agreement, regardless of form (written, oral, visual or other), including but not limited to political and strategic information, technical drawings and manuals, designs and concepts, data and surveys, layouts and schedules, all matters related to Project finances, personnel and suppliers, and all deliverables, commercial and legal issues relating to or arising out of the performance of the Agreement.
5. The Contractor/Employee shall not divulge any Information that has been given to him/her or acquired by him/her on a confidential basis as provided for herein, except to authorized employees, assignees, transferees or sub-consultants and other Contractors/Employees who need to know and then only to the extent required to enable such persons to fulfill the obligations of the Contractor/Employee under this Agreement.
6. No confidential Information shall be used by the Contractor/Employee on any other project or work without the written consent of ARES.

7. The Contractor/Employee shall not publish any statement, paper, photograph or document or hold any ceremony with respect to the work performed under the contract without the prior written approval of ARES.
8. The Contractor/Employee acknowledges that the Information is valuable proprietary and confidential information of ARES and/or ARES' clients.
9. The Contractor/Employee agrees to hold the Information in strict confidence and must take all actions to preserve its confidentiality.
10. All materials gathered or reproduced are the property of ARES and/or ARES' clients and the Contractor/Employee shall return documents to ARES upon request within five (5) days of the completion of the work.
11. The limitations on the use and disclosure of the confidential Information received shall not apply to Information which (a) was known to, and disclosed by, the Contractor/Employee before its receipt from the ARES; or (b) was learned by the Contractor/Employee from a third party entitled to disclose it, and disclosed by the Contractor/Employee prior to its receipt from the ARES; or (c) becomes known publicly other than through the Contractor/Employee; or (d) is authorized in writing by the ARES for disclosure; or (e) is disclosed pursuant to the requirements of a government authority or judicial order.

IN WITNESS WHEREOF the Contractor/Employee has signed below on the ____ day of _____, 2010.

SIGNED by the Contractor/Employee

in the presence of:

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Witness

Contractor/Employee