

Winnipeg Sewage Treatment Program Integrated Management System



DMS Non-Disclosure Agreement

Rev	Prepared by	Reviewed by	Date	Approved by	Date

In consideration of receiving information from the City of Winnipeg, (the "City") related to the City's wastewater treatment plants

I, _____, agree as follows:

- 1) I acknowledge that I may receive information pertaining to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "Information"). Information includes that which is made available to me through an FTP site, and includes but is not limited to, any of the following:
 - (i) Drawings, reports, previous tenders and specifications and conceptual design information related to the City's wastewater treatment plants;
 - (ii) Compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - (iii) Information deemed sensitive or private under the laws of Manitoba;
 - (iv) Information about residents of the City;
 - (v) Confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
 - (vi) Any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.
- 2) I shall use the confidential Information solely and exclusively for purpose of fulfilling my contract requirements. I recognize that disclosure of the Information to any unauthorized person may expose the City to substantial and irreparable harm, and agree that, except as directed by the City, I will not at any time disclose any information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Information.
- 3) I agree that upon request by the City, I shall turn over to the City all documents, papers or other material in my possession or under my control which may contain or be derived from the Information, together with all documents, notes or other work product which is connected with or derived from the my interest in the City, whether or not such material is at the date hereof in the my possession.
- 4) I acknowledge that disclosure of any Information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against me for any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

- 5) The provisions of this Agreement shall survive indefinitely and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.

- 6) This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of DAY MONTH YEAR.

Authorized Signature _____

Print Name _____

Title _____

Company Name _____

