

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT - CONTRACTORS

This Confidentiality and Non-Disclosure Agreement is given to Queen's University in consideration of the opportunity as per contract agreement signed on _____ [date].

I, _____ [Contractor Name], acknowledge that I will be provided access to information that is of a personal, confidential and/or proprietary nature, for example: personal information related to staff, faculty and students, such as names, email addresses, salaries, academic and employment histories, and/or trade secrets, research data, and credit card or other financial information, for the purpose of fulfilling contractual obligations.

I, _____ [Contractor Name], agree to:

1. Hold all personal, confidential and/or proprietary information* ("Personal, confidential and proprietary information") in trust and strict confidence and agree that it shall be used only for the purposes required to fulfill contractual obligations, and shall not be used for any other purpose, or disclosed to any third party.
2. Maintain the absolute confidentiality of personal, confidential and proprietary information in recognition of the privacy and proprietary rights of others at all times, and in both professional and social situations.
3. Understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of this contract.
4. Understand that this undertaking survives the termination of my contractual relationship with Queen's University.
5. Comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information.
6. Not copy or retain any information or prototypes supplied without the permission of my manager or supervisor of the project.
7. At the conclusion of any discussions, or upon demand by _____ [Queen's University Contact], return all confidential information, including prototypes, code, written notes, photographs, sketches, models, memoranda or notes.
8. Not disclose confidential, personal and/or proprietary information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by _____ [Queen's University Contact].
9. This Agreement and its validity, construction and effect shall be governed by the laws of Ontario, Canada.

* **Personal Information** is any information about an "identifiable individual".

Confidential Information is any information which is designated by the University as confidential.

Proprietary Information is any information which is designated by the University as proprietary, like trade secrets and research data (also considered Confidential).

I, _____ [*Contractor Name*], fully understand and accept the responsibilities set above relating to personal, confidential and/or proprietary information.

Contractor Name: _____

Contractor Signature: _____ *Date:* _____

Queen's Name: _____

Queen's Signature: _____ *Date:* _____