

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is given to Fleming College in consideration of employment or placement provided by Fleming College.

I acknowledge that as part of my employment or placement with Fleming College, I will be given 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 information, and/or trade secrets, research data, and bank account or other financial information ("Confidential Information"), for the purpose of fulfilling employment or placement obligations.

I therefore agree:

1. To hold all confidential information in trust and strict confidence and agree that it shall be used only for the purposes required to fulfill employment obligations, and shall not be used for any other purpose, or disclosed to any third party.
2. To keep any confidential information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement with Fleming College have access.
3. To not remove any confidential information from Fleming College unless, and to the extent that, I obtain Fleming's written pre-authorization. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such confidential information secure and to protect such confidential information from unauthorized use, reproduction or disclosure.
4. To 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.
5. To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information\*\*.
6. At the conclusion of any discussions, or upon demand by management, to return all confidential information, including prototypes, code, written notes, photographs, sketches, models, memoranda or notes taken, to Fleming's possession and the responsible manager.
7. To not disclose confidential, personal and/or proprietary information to any employee, student, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Fleming College in an official, legal capacity.

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

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

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

\*\* For privacy and access, please visit the Office of Information and Privacy Commissioner of Ontario's website:

<https://www.ipc.on.ca/english/Home-Page/>

I understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of employment or placement.

I understand that this undertaking survives the termination of my employment relationship with Fleming College.

The laws of Ontario, Canada, shall govern this Agreement and its validity, construction and effect.

I fully understand and accept responsibilities set above relating to personal, confidential and/or proprietary information.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Name: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_