

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 1.1 In this Section "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by The CCRW or its customers to the Consultant whether before or after the date of this Agreement, including, without limitation, information relating to the CCRW customers' (or any of its subsidiaries, affiliates, customers, clients, agents or employees) operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, business development programs and business affairs, provided however that it does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Consultant, (ii) was within the Consultant's possession prior to it being provided to the Consultant by or on behalf of the CCRW and its customers on a non-confidential basis, (iii) becomes available to the Consultant on a non-confidential basis from a source other than the CCRW and its customers, its representatives or agents, which source, to the best of the Consultant's knowledge is not prohibited from disclosing such information, (iv) is independently developed by the Consultant without the use of the CCRW and its customers' information, or (v) is disclosed without similar restrictions to a third party by THE CCRW AND ITS CUSTOMERS.
- 1.2 The Consultant shall treat as confidential and shall not at any time, except under legal process, or with the prior written approval of THE CCRW AND ITS CUSTOMERS, or as provided in this Agreement, disclose to any person, firm, corporation, association or other business entity any Confidential Information.
- 1.3 Section 1.2 does not apply to disclosure of Confidential Information to the Consultant's employees, agents and representatives whose functions require them to have Confidential Information for the purposes of performing the Consultant's obligations under this Agreement.
- 1.4 The Consultant may not use Confidential Information for a purpose other than the performance of its obligations under this Agreement. The Consultant shall not at any time, whether during the Term of this Agreement or after its termination, use Confidential Information for its own benefit or purposes or for the benefit or purposes of any other person, firm, corporation, association or other business entity.
- 1.5 Except as may be necessary in the performance of the Services the Consultant shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproductions or recordings of any type, or any abstracts or summaries of any material relating to Confidential Information, including reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of THE CCRW AND ITS CUSTOMERS, its subsidiaries and affiliates.
- 1.6 The Consultant acknowledges that Confidential Information and any material relating to Confidential Information shall remain and be considered the exclusive property of THE CCRW AND ITS CUSTOMERS, its subsidiaries and affiliates and that the Consultant

has no right, title or interest in Confidential Information. The Consultant agrees to surrender to THE CCRW AND ITS CUSTOMERS all material relating to Confidential Information, and copies thereof, which may be in its possession immediately following the termination of this Agreement or at any time prior to the termination of this Agreement upon the request of THE CCRW AND ITS CUSTOMERS.

- 1.7 The Consultant shall ensure that the Director, Job Accommodation Service and the employees, agents, representatives, contractors and subcontractors of the Consultant are made aware of and comply with the Consultant's obligations of confidentiality and non-disclosure under this Agreement as if they were parties to this Agreement.
- 1.8 The Consultant acknowledges that a breach by the Consultant or any of the employees, agents, representatives, contractors or subcontractors of the Consultant, of the Consultant's obligations of confidentiality and non-disclosure under this Agreement could cause irreparable harm and significant injury to THE CCRW AND ITS CUSTOMERS, its subsidiaries and affiliates that may be difficult to ascertain. Accordingly, the Consultant agrees that THE CCRW AND ITS CUSTOMERS, its subsidiaries and affiliates shall, in addition to any other rights and remedies it or they may have, have the right to seek and obtain immediate injunctive relief to enforce the obligations of confidentiality and non-disclosure under this Agreement.
- 1.9 The Consultant shall take such steps and maintain such security procedures and practices as are reasonably required in the circumstances to ensure that Confidential Information is kept confidential.
- 1.10 The Consultant shall not use THE CCRW AND ITS CUSTOMERS's name in any advertisement or in any other public messages without THE CCRW's prior written consent, except that the Consultant may include THE CCRW's name in a published list of clients without THE CCRW's prior written consent.
- 9.11 The obligations of confidentiality and non-disclosure under this Agreement shall commence on the Effective Date, continue during the Term of this Agreement and survive for a period of three (3) years after the termination or expiration of this Agreement.

Executed by the parties,

Canadian Council on Rehabilitation and Work

Consultant

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____