CONFIDENTIALITY AGREEMENT

Re: ***Contract No.*** **(the "Services Contract")**

Company name (the "Contractor") has executed the **Services Contract** with His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Transportation & Transit (the "Ministry") to deliver the services as described in the Services Contract (the "Services"). The Ministry may, in connection with the performance of the Services Contract, disclose to the Contractor and to the Contractor's employees, contractors or subcontractors, findings, data, source code, designs, plans, specifications, working papers, reports, documents and other material (the "Material") in electronic, digital, hard copy or any other form whatsoever.

FOR GOOD AND VALUABLE CONSIDERATION and the payment of one dollar from the Province to the Contractor, the receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor agrees as follows.

1. The Contractor will treat as confidential and will not, without the prior written consent of the Ministry use, publish, disclose or permit to be used, published or disclosed either prior to or subsequent to termination or expiration of this Agreement or of the Services Contract, any Material that comes to the knowledge of the Contractor, or is supplied to or obtained by the Contractor, in connection with the delivery of the Services or the performance of the Services Contract except:
   (a) insofar as such use, publication, or disclosure is necessary to enable the Contractor to perform the Services Contract;
   (b) insofar as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia); or
   (c) insofar as the data or information to be used, published, or disclosed is general public knowledge.

2. The Ministry may, without notice to the Contractor, end the Contractor's access to the Material if the Contractor does not adhere to the provisions contained in this Agreement or the Services Contract.

3. The Contractor will comply with such directions as the Ministry may make with respect to ensuring confidentiality of the Material, which direction may include, without limitation, the following:
   (a) restrictions upon access to the Material;
   (b) restrictions upon reproduction of the Material;
   (c) restrictions upon uses to which the Material may be put;
   (d) imposition of other procedures to ensure confidentiality both prior to and subsequent to termination or expiration of this Agreement and the Services Contract; and
   (e) requirements that the Contractor implement and maintain procedures to ensure that each employee, contractor or sub-contractor of the Contractor who will perform the Services or have access to the Material, will maintain the Material in confidence in accordance with the terms of this Agreement.

4. The Contractor will not perform any service for or provide information or advice to any person, or engage in any activity, if the service, the provision of information or advice or the activity in the reasonable opinion of the Ministry gives rise to an actual or perceived conflict of interest or unfair advantage in respect of any works, contracts or projects of the Ministry.

5. The terms and conditions of section 1 and section 4 of this Agreement will survive the expiration or termination of this Agreement or the Services Contract.

6. The waiver by any party of strict observance or performance of any term or condition of this Agreement or of any breach thereof by the other party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term or condition of this Agreement or of any breach thereof on the part of that other party.

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7. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

8. If any section of this Agreement or any part of a section, is found to be illegal or unenforceable, that section or part, as the case may be, will be considered separate and severable and the remaining sections and parts thereof, shall not be affected or impaired thereby and shall be enforceable to the extent permitted by law.

9. The rights, powers and remedies of the parties under this Agreement are not intended to be exclusive and each shall be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the parties under this Agreement, any other agreement, at law or in equity and the exercise by a party of any right, power or remedy shall not preclude the simultaneous or later exercise by that party of any other right, power or remedy.

10. Each of the parties shall, upon the reasonable request of any other party, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

In witness whereof the parties have executed this Agreement by their duly authorized representatives as follows:

SIGNED on behalf of **His Majesty the King in Right of the Province of British Columbia** by a duly authorized representative of the Minister of Transportation & Transit on _____, 2020 in the presence of:

_____
(Witness)

_____
SIGNATURE
For Transportation Investment Corporation

_____
TITLE

SIGNED on behalf of **the Contractor** by a duly authorized representative on _____, 2020 in the presence of:

_____
(Witness)

_____
SIGNATURE
For the Contractor

_____
TITLE