

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Atlantic First Nations Water Authority Inc.

and

XXXXXXXXXXXX

(XX)

(collectively, the Parties)

ENTERED INTO this ____ day of _____, 20____.

IN CONSIDERATION OF the mutual exchange of Confidential Information to each other and of this Agreement, the sufficiency of which is acknowledged by the Parties.

1. “Address for Service” means the addresses for each Party noted in Appendix B.
2. “Agreement” means this Confidentiality and Non-Disclosure Agreement, including any appendices.
3. “Business Day” means every day except Saturday, Sunday and statutory holidays in the Province of Nova Scotia.
4. “Confidential Information” includes, without limitation, information, documents, specifications, discussions, and data that is confidential, proprietary, or otherwise not generally available to the public. Confidential Information may be found in policies, practices, memoranda, intellectual property, drawings, plans, financial information, strategic directions or other sources. For further clarity, Confidential Information does not include:
 - a. information which is or, during the term of this Agreement, becomes generally available to the public, other than as a result of a disclosure by Receiving Party;
 - b. information which was known to the Receiving Party as non-confidential information prior to it being provided by Disclosing Party;
 - c. information which becomes available to the Receiving Party on a non-confidential basis; or
 - d. information developed during the term of this Agreement by either Party, which does not reference Confidential Information.
5. “Disclosing Party” means the Party that discloses Confidential Information.
6. “Party” means **NAME** or **XX**, as applicable, and includes their directors, officers,

employees, consultants, agents and representatives.

7. “Receiving Party” means the Party that receives Confidential Information.
8. “Scope of Work” means the scope of work as set out in Appendix A.
9. The Parties acknowledge that they may disclose to and receiving from each other Confidential Information, in connection with the Scope of Work.
10. The Receiving Party shall keep Confidential Information strictly confidential and safeguard it from unauthorized disclosure. Confidential Information may be disclosed to the Receiving Party’s affiliates, directors, officers, employees, consultants, subcontractors and agents, but only where necessary in and in accordance with this Agreement.
11. Confidential Information shall not be used by the Receiving Party for any purpose other than in accordance with this Agreement.
12. If the Receiving Party is requested or required to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement. The Receiving Party agrees to disclose only such Confidential Information as required by law.
13. Confidential Information will remain the property of the Disclosing Party. Confidential Information, including any copies thereof, will be returned to the Disclosing Party immediately upon its request. The Receiving Party shall not retain any copies of Confidential Information, unless required by law or regulatory practice. Notwithstanding the return or destruction of any Confidential Information, the Receiving Party shall continue to be bound by this Agreement.
14. No failure or delay in exercising any right, power or privilege of this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege of this Agreement.
15. The Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party and the Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be the exclusive remedies for a breach of this Agreement by the Receiving Party but will be in addition to all other remedies available at law or in equity to the Disclosing Party.
16. Neither Party makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information provided pursuant to this Agreement. Each Party agrees to assume full responsibility for all conclusions that it derives from its review of the Confidential Information.
17. Nothing contained in this Agreement nor the conveying of Confidential Information

hereunder shall be construed as granting or conferring any rights by license or otherwise in any intellectual property.

- 18. This Agreement shall remain in force and effect for one (1) year from the date of this Agreement, unless terminated earlier by either Party giving thirty (30) days written notice to the other. Notwithstanding anything else in this Agreement, clauses 10, 11, 12, 13 and 15 of this Agreement shall survive termination of this Agreement.
- 19. All notices to be given to a Party pursuant to this Agreement shall be in writing and delivered personally, by mail or email, to the Address for Service. Notices shall be deemed received on the Business Day following personal delivery or delivery by email, or five (5) Business Days after the date of delivery by mail.
- 20. This Agreement will be governed by and construed in accordance with the laws of Nova Scotia and is to be performed without regard to conflict of laws principles.
- 21. All Parties agree to the requirements of the principles of ownership, control, access and possession (OCAP). A factsheet on OCAP is appended.
- 22. This Agreement is binding on each Party and each Party's successors and assigns. Each Party shall not assign this Agreement without the prior written consent of the other Party.
- 23. This Agreement constitutes the entire Agreement between the Parties.
- 24. This Agreement may be modified only in writing with the consent of both Parties.
- 25. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes. This Agreement may be executed by facsimile or reproductive signature and the Parties shall recognize such execution as valid and binding execution.

SIGNED, SEALED AND DELIVERED by:

Atlantic First Nations Water Authority Inc. **XX**

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A

Scope of Work

The scope of work and purpose of this project is: provide professional services and construction services for the design, supply, installation and commissioning of SCADA upgrades for the Lennox Island First Nation water and wastewater facilities.

Execution of this confidentiality and non-disclosure agreement is required for proposers for the Lennox

Island SCADA Upgrades Design-Build Project to be provided with a copy of the Atlantic First Nations Water Authority's SCADA standards such that they may be fully aware of the expectations for compliance with these standards as part of the project.

APPENDIX B

Address for Service

<p>Atlantic First Nations Water Authority Inc.:</p> <p>13 Treaty Trail Millbrook, NS B6L 1W1</p> <p>Attention: Telephone: Email:</p>	<p>XX:</p> <p>Address</p> <p>Attention: Telephone: Email:</p>
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