

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement is hereby made between the Government and the Contractor and is dated as of this _____ day of _____, 20__

For the purposes of providing professional information technology services as more particularly described in the Agreement to be entered into between the Parties, which Agreement is even dated herewith ("the Agreement"), the Government may be disclosing information to the Contractor that is of the strictest of confidence ("the information"). Therefore, the Contractor agrees that it shall:

1. a) Use the information solely for the purpose stated in the Agreement;
- b) Restrict disclosure of the information to those employees of the Contractor required to know such information in order to accomplish the purpose stated in the Agreement;
- c) Advise each such employee, before he or she receives access to the information, of the obligations under this Non-Disclosure Agreement and require each such employee to maintain these obligations; and
- d) Within ten (10) days following a request of the Government, return to the Government all documentation, diagrams, computer media and other materials containing any portion of the information, or confirm to Government, in writing, the destruction of such materials.
2. The information shall remain the sole property of Government.
3. The rights and obligations of the Parties under this Non-Disclosure Agreement may not be sold, assigned or otherwise transferred.
4. The Contractor agrees that any information received pertaining to the Software, Hardware, Networking or any other technology used by Government will be treated with utmost privacy and will not be shared with any person not involved with work to be performed under any current and future SOW issued by Government.
5. Notwithstanding the date of execution of this Non-Disclosure Agreement, the Parties agree that it is effective as of the date first above written and that it will continue in effect indefinitely, unless terminated in writing by either Party. However, the Contractor's obligations of confidentiality and restrictions on use of the information disclosed by Government shall survive any termination of this Non-Disclosure Agreement.

GOVERNMENT OF PRINCE EDWARD ISLAND

as represented by the Minister of Finance (or designate with signing authority)

Signed: _____

Name: _____

Date: _____

CONTRACTOR (COMPANY NAME)

Signed: _____

Name: _____

Date: _____