



## CONFIDENTIALITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION [the receipt and sufficiency of which is acknowledged] the Employee agrees as follows:

1. In this Agreement "Confidential Information" includes:
  - (a) information or records that relate to the City of Surrey (the "City") or its business, finances, research, development, projects, policies, procedures, employees, elected or appointed officials or to any other person, society, government or corporation with whom the City has any dealings;
  - (b) personal information as that term is defined in the *Freedom of Information and Protection of Privacy Act*; and
  - (c) any other information which is received by or becomes known to the Employee in the course of or as a result of his or her employment by the City and which the Employee knew or ought to have known should not be disclosed to persons outside the City.

It does not include (i) information that is or becomes available to the public through no fault or breach of the Employee; or (ii) information the Employee can demonstrate to have had rightfully in his or her possession prior to or independently of the Employee's employment with the City.

2. The Employee acknowledges that he or she has and may have access to Confidential Information, the disclosure of which, to persons not authorized to receive such information, may be detrimental to the interests of the City, its employees or elected or appointed officials.

3. The Employee agrees not to disclose to any person at any time, either during or after the Employee's employment by the City, any Confidential Information unless:

- (a) such disclosure is authorized expressly in writing by the City Manager, the City Solicitor, or the Council of the City;
  - (b) such disclosure is to an employee, agent or contractor of the City and is necessary to permit the recipient to carry out their duties on behalf of the City;
  - (c) such disclosure is required by an enactment or judicial process; or
  - (d) the Confidential Information has otherwise ceased to be confidential.

4. In the event the Employee ceases for any reason to be employed by the City, the Employee agrees forthwith upon this termination to return to the City every copy of any Confidential Information (including all related files, notes, records and documents, whether in paper or electronic format) in the possession or under the control of the Employee at that time.

5. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be declared invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by these declarations.

6. The Employee agrees and acknowledges that this Agreement is binding and shall survive any termination of the Employee's employment with the City.

IN WITNESS WHEREOF the Employee has signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Employee