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**SCHEDULE 1 - CONFIDENTIALITY AGREEMENT**

**PROJECT TITLE: MERCHANT SERVICES  
(Credit and Debit Card Payment Processing Services)**

**THIS CONFIDENTIALITY AGREEMENT** (the “Confidentiality Agreement”) is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Reference No.: 1220-030-2018-019**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the “City”)

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***(Insert Above Full Legal Name and Business Address of Proponent)***

(the “Proponent”)

**WHEREAS:**

- A.** The Proponent and the City acknowledge that the process of the Proponent having access to information will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Proponent. In this Confidentiality Agreement confidential information (the “Confidential Information”) means any information regarding the RFP, technical data, intellectual property, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Proponent has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with this Confidentiality Agreement.

**THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. The Proponent shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Proponent acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Proponent hereby consents to the granting of such equitable and injunctive relief.
2. The Proponent shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as specified by the City, unless expressly authorized in writing to do so by the City, provided however, the Proponent may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Proponent's directors, officers, employees, and sub-proponents who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Proponent divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-proponents, the Proponent shall inform each of the said directors, officers, employees, and sub-proponents of the provisions of this Confidentiality Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Proponent set out in this Confidentiality Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-proponents to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Proponent agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Confidentiality Agreement.
4. The Proponent shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Proponent utilizes to protect its own confidential information of a similar nature.
5. The Proponent shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Proponent shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Proponent may require pursuant to this Confidentiality Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Proponent, contain the same the

City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.

7. The Confidential Information received by the Proponent and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Proponent forthwith upon demand by the City.
8. The Proponent acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act* (“FIPPA”) and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Proponent further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Proponent in performance of this Confidentiality Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Proponent shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Proponent, the Proponent shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Proponent acknowledges and agrees that nothing in this Confidentiality Agreement does or is intended to grant any rights to the Proponent under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Confidentiality Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Proponent the terms of this Confidentiality Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Confidentiality Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Proponent hereby acknowledges that the obligations imposed on the Proponent hereunder shall survive the termination of the Proponent’s dealings or engagement with the City.
12. The Proponent represents that is not now a party to, and shall not enter into any agreement or assignment in conflict with this Confidentiality Agreement.
13. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Proponent and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Confidentiality Agreement shall be deemed to be waived by the City and no breach of this Confidentiality Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

The foregoing Confidentiality Agreement and terms and conditions contained herein are accepted and agreed to on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PROPONENT:**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
Printed Name and Position of Authorized Signatory

Business E-mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Facsimile: \_\_\_\_\_