**RPRA NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is effective as of [Month, Day, Year], between

**[vendor/business name]**, located at [Vendor address] (“**Vendor**”)

- and -

**Resource Productivity and Recovery Authority,** located at4711 Yonge St., Suite 408, Toronto, Ontario, M2N 6K8 (“**Client**”),

collectively the “**Parties**” and each, a “**Party**”.

**WHEREAS** the Client has issued a Request for Qualifications (the “**RFQ**”) to become an RPRA Salesforce Implementation Partner, and whereas the Vendor is considering responding and may choose to respond to the **RFQ** (the “**Project**”);

**AND WHEREAS** in carrying out the Project, each Party may receive certain confidential or proprietary information, of a physical and or digital nature, relating to the other Party, including without limitation, certain financial, business, operational and strategic information, whether furnished before or after the date of this Agreement;

**AND WHEREAS** each Party has agreed to provide the confidential or proprietary information to the other Party on the condition that this Agreement is entered into by the other Party;

**NOW THEREFORE** in consideration of the provision of the confidential or proprietary information by each Party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Confidential Information**. In this Agreement, “**Confidential Information**” means all non-public information and materials in any medium relating to the business and management of either Party, including all contents of customer files, data, business information, employee information, accounting information, trade secrets, Intellectual Property Rights, information subject to an obligation of confidence to a third party and other information relating to the Vendor, the Client and including any information marked confidential, restricted or proprietary by either Party or any other Person, provided, however, that the failure of either Party to so mark any material shall not relieve the receiving Party of the obligation to maintain the confidentiality of any unmarked material which the receiving Party knows or should reasonably know contains Confidential Information.

**2.** **General**. Except as otherwise expressly provided in this Agreement, all Confidential Information communicated to, or obtained by, one Party concerning the other Party, whether before or after the Effective Date, has been and shall be received in strict confidence as set out herein and shall be used by the recipient Party only to the extent that is strictly necessary for the purposes of the Project. No such information, including all communications and agreements between the Parties relating to the Project, including this Agreement, shall be disclosed by the recipient Party, its agents or employees, or used for any purpose other than as is strictly necessary for the Project without the prior written consent of the other Party. The disclosing Party agrees that the recipient Party may give Confidential Information to the recipient Party’s subcontractors as long as they are bound by substantially the same confidentiality obligations as the recipient Party. Confidential Information may be disclosed to a Party’s auditors and other professional advisors under a duty to maintain the strict confidentiality of the Confidential Information as required under this Agreement. Neither Party nor any of its representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of its Confidential Information.

**3.** **Maintenance of Security and Confidentiality**. The receiving Party of any Confidential Information shall take reasonable steps to maintain the security and confidentiality of the Confidential Information of the disclosing Party. Each Party further agrees:

* + - 1. to take reasonable steps, but no less rigorous than those taken to protect its own Confidential Information of a similar nature, to prevent any disclosure of the other Party’s Confidential Information;
      2. to reproduce the disclosing Party’s Confidential Information only to the extent necessary to meet its obligations under this Agreement;
      3. to notify the disclosing Party promptly upon becoming aware of Confidential Information having been disclosed in violation of this Section or that is otherwise lost or unaccounted for; and
      4. to use reasonable efforts to limit the disclosure of the other Party’s Confidential Information to those of the receiving Party’s Affiliates, directors, officers, employees, professional advisors, third party service providers, consultants, subcontractors and contractors who have a need to know such information under this Agreement; provided, however, that the receiving Party shall cause any such Person who is not one of the receiving Party’s directors, officers or employees to be bound by obligations of confidentiality at least as stringent as those set out herein prior to disclosure.

**4.** **Return or Destruction.** Upon expiry or any termination of this Agreement, or upon the request of the Party disclosing its Confidential Information (except as otherwise required in connection with the performance of obligations relating to the Project), the receiving Party shall: (a) return or destroy all forms of such Confidential Information in its possession; (b) use all reasonable efforts to destroy all copies of all materials that incorporate or reflect such Confidential Information; and (c) certify to the disclosing Party that such materials have been either returned or destroyed, in each case except as to executed original copies of any contractual documents or other materials customarily held by the receiving Party as legal or working paper archival material as required in accordance with professional standards obligations. The Recipient may retain a copy of Confidential Information required for compliance with its internal recordkeeping requirements, in accordance with this Agreement.

**5. Enforcement.** The Parties agree that any actual or threatened disclosure or misappropriation of Confidential Information shall cause the owner immediate and irreparable injury, and therefore such owner shall be entitled to apply to any court of competent jurisdiction for injunctive or other equitable relief. The foregoing shall be in addition to and without prejudice to such other rights as the disclosing Party may have at law or in equity.

**6. Confidentiality Exceptions.** The foregoing provisions of this Agreement shall not apply to Confidential Information that:

* + - 1. is previously known to, or lawfully in the possession of, the receiving Party prior to the date of disclosure, as evidenced by reliable documentation;
      2. is independently known to, developed or discovered by, the receiving Party without any reference whatsoever to the Confidential Information;
      3. is obtained by the receiving Party from an unrelated and arm’s length third party having a bona fide right to disclose same, and who has not otherwise disclosed, obtained, or used same in any breach of either an obligation of confidence or fiduciary duty to any Person, including disclosing Party or its representatives;
      4. is or becomes public knowledge through no fault, act or omission of, or breach of this Agreement by, the receiving Party or its representatives;
      5. is required to be disclosed by applicable law or pursuant to a final judicial order by a Court of competent jurisdiction (collectively, “**Applicable Law**”);
      6. is disclosed by the Client to the Minister of the Environment and Climate Change (“**Minister**”) or his/her officials, pursuant to the Operating Agreement between the Client and the Minister or pursuant to the *Resource Recovery and Circular Economy Act*, 2016 or the *Waste Diversion Transition Act*, 2016; or

**7. Legal Obligation to Disclose.** The receiving Party will give the disclosing Party prompt written notice of any request or requirement for disclosure under Applicable Law, and of all relevant surrounding circumstances. If the receiving Party is unable to so notify the disclosing Party before such disclosure is required it will notify the disclosing Party immediately after the disclosure has been made. The receiving Party will, at the request of the disclosing Party, co-operate with the disclosing Party in seeking a protective order against the disclosure of such Confidential Information, will disclose only that portion of the Confidential Information that the receiving Party is legally required to disclose, and will use its best efforts to obtain an assurance from the party to whom the Confidential Information is disclosed that such Confidential Information will be treated confidentially.

**8. Termination.** Either Party may terminate this Agreement by providing written notice to the other. The obligation to keep the Confidential Information confidential in accordance with this Agreement shall survive the termination or expiry of this Agreement and the completion or termination of the Project indefinitely. Each party acknowledges and agrees that this Agreement does not obligate the other Party to negotiate for or enter into any further agreements relating to the Project or otherwise.

**9. Ownership.** All Confidential Information will remain the exclusive property of the disclosing Party, and nothing in this Agreement shall be construed to constitute the grant of a license, copyright or any other right to the receiving Party with respect to the Confidential Information.

**10. Waiver.** Each of the parties agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced.

**11. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements. Any amendment of this Agreement shall only be valid if contained in a written document executed by the parties.

**12. Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to and submits to the exclusive jurisdiction of the courts of Ontario with respect to any dispute or other matter arising under or related to this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties as of the Effective Date.

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|  | **RESOURCE PRODUCTIVITY AND RECOVERY AUTHORITY** | |
| Per: |  |
|  | Name: |
|  | Title: |
|  | I have the authority to bind the corporation |
|  | **[VENDOR BUSINESS NAME]** | |
| Per: |  |
|  | Name: [Name of Individual] |
|  | Title: [Role/Title] |
|  | I have the authority to bind the corporation |