**RPRA NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT made as of [Month, Day, Year].

BETWEEN:

**[vendor/business name]**, located at [Vendor address]

(hereinafter called the “**Recipient**”)

- and -

**resource productivity and recovery authority** 4711 Yonge St., Suite 408, Toronto, Ontario, M2N 6K8

(hereinafter called the “**Discloser**”)

**WHEREAS** the Recipient intends to enter into an agreement with the Discloser to provide services in connection with auditing the financial statements (the “**Project**”);

**AND WHEREAS** in carrying out the Project, the Recipient will receive certain confidential and/or proprietary information, of a physical and or digital nature, relating to the Discloser and others, including without limitation, certain financial, business, operational and strategic information, whether furnished before or after the date of this Agreement (the “**Information**”);

**AND WHEREAS** the Discloser has agreed to provide or cause others to provide the Information to the Recipient on the condition that this Agreement is entered into by the Recipient;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the provision of the Information by the Discloser and others to the Recipient, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient and the Discloser agree as follows:

The Recipient recognizes and acknowledges the competitive value and confidential and proprietary nature of the Information provided to it hereunder (regardless of the form, embodiment or method of delivery thereof) as well as the potential losses, costs and damages that could result to the Discloser and/or others to whom the Information belongs, if any such Information is disclosed to any other person, firm, corporation or other legal entity (a “**Person**”) and the Recipient agrees:

* 1. to keep the Information confidential pursuant to the terms of this Agreement; to use the Information only in connection with the Project; not to use the Information after the termination of the Project for any reason and not to disclose, directly or indirectly, the Information, or any part thereof, to any Person in any manner whatsoever without the express prior written consent of the Discloser; and only to disclose such Information to those of its employees, consultants and contractors who need to know such Information in order for the Recipient to provide the professional services to the Discloser in connection with the Project and who have previously agreed to be bound by the non-disclosure obligations set forth herein;
  2. not to disclose to any Person, the fact that it has received any Information, or any of the terms, conditions or other facts with respect to the Project, including the status thereof; and
  3. that within five days of the completion of the Project, the Recipient shall (i) return to the Discloser, or (ii) destroy (and provide to the Discloser a certificate of an officer of the Recipient confirming in writing that it has destroyed) all of the Information in the possession or control of the Recipient, including all copies, summaries, extracts and other reproductions and notes of or relating to the Information or any part thereof.

In the event that the Recipient is legally obligated to disclose any Information, the Recipient may do so without breaching the terms of this Agreement, provided that the Recipient:

* 1. provides the Discloser with prior written notice to such effect;
  2. at the request of the Discloser, co-operates with the Discloser in seeking a protective order against the disclosure of such Information;
  3. discloses only that portion of the Information that the Recipient is legally required to disclose; and
  4. uses its best efforts to obtain an assurance from the party to whom the Information is disclosed that such Information will be treated confidentially.

The Recipient shall have no obligation to maintain the confidentiality of any Information to the extent that such Information:

* 1. is or becomes publicly known or readily ascertainable by the public through no wrongful act of the Recipient and or any employee, consultant or contractor thereof; or
  2. is received by the Recipient from a third party without breaching an obligation owed to any other Person, if the Recipient is not restricted by the third party from disclosing such Information; or
  3. is independently developed by or for the Recipient without use or reference to the Information; or
  4. is disclosed to a third party by the Discloser without similar restrictions on disclosure.

The obligations of the Recipient set out in this Agreement shall survive the termination of this Agreement and the completion or termination of the Project indefinitely.

The Recipient acknowledges and agrees that the Discloser and others to whom the Information belongs do not make any representation or warranty as to the accuracy or completeness of any of the Information and that the Discloser or others to whom the Information belongs shall not have any liability hereunder to the Recipient resulting from the use of the Information by the Recipient.

The Recipient agrees to indemnify and hold harmless the Discloser in its own right and as trustee for others to whom the Information belongs from and against any losses, claims, damages or liabilities arising out of any breach of this Agreement by the Recipient or its employees, consultants or contractors and to reimburse the Discloser in its own right and as trustee for others to whom the Information belongs for all expenses (including legal fees) incurred in connection therewith.

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.

The Recipient acknowledges and agrees that any breach of this Agreement would result in irreparable harm to the Discloser or others to whom the Information belongs and that damages would be an inadequate remedy. In the event of a breach or threatened breach of this Agreement, the Discloser shall be entitled to an injunction restraining any such breach in addition to any other rights or remedies it may have and the Recipient agrees not to oppose such application or proceeding.

The Discloser and the Recipient acknowledge and agree that this Agreement does not obligate the Recipient or the Discloser to enter into any further agreements relating to the Project or otherwise.

The Recipient shall, at all times in the performance of its duties hereunder, act as an independent contractor, and nothing contained herein shall be construed to create the relationship of fiduciaries, joint venturers, principal and agent, or employer and employee, between the Recipient and the Discloser.

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.

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.

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.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first set forth above.

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| --- | --- | --- | --- |
|  |  | **RESOURCE PRODUCTIVITY AND RECOVERY AUTHORITY** | |
| Per: |  |
|  | Name: Frank Denton |
|  | Title: CEO |
|  | I have the authority to bind the corporation |
|  |  | **[VENDOR NAME]** | |
| Per: |  |
|  | Name: |
|  | Title: |
|  | I have the authority to bind the corporation |