

## Annex C

### Confidentiality Agreement

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of bid solicitation No. W8486-162927SV/B contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Supplier; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

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Name of Supplier

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Solicitation No. - N° de l'invitation  
W8486-162927/SV/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
DLP 4-3

Signed by its authorized representative

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Date