

Annex “F” – Non-Disclosure Agreement

(“AGREEMENT”)

Between: HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE
ROYAL CANADIAN MOUNTED POLICE (RCMP)

(“CANADA”)

And: NAME: _____

ADDRESS: _____

(“SUPPLIER”)

The supplier recognizes that Invitation to Tender (ITT) number [2019-0-0136](#) (the solicitation) contains sensitive information subject to confidentiality requirements and for which a National Security Exception has been invoked. For the purposes of this Agreement, “information” includes but is not limited to: the solicitation itself, the resulting contract, and any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically or otherwise, regarding such solicitation and the resulting contract, whether or not labeled proprietary, confidential or sensitive.

In order to receive the full solicitation, **the Bidder must review, sign, and return this Annex to the Contracting Authority (charles.langlois@rcmp-grc.gc.ca) by 16:00 on April 23rd 2018 EDT.** In addition, the supplier understands and agrees that:

- 1) The supplier must not use the information for any purpose other than for the preparation of a response to the solicitation, and if the supplier is awarded a contract for any purpose other than delivering the Work;
- 2) The supplier will not, without prior written permission of Canada, reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form (including but not limited to posting on the internet on a website, in social media or posting through any other means) any information to any person, except on a need to know basis to employees of its own company, or if awarded a contract to its subcontractors (herein after referred to as “Others”);
- 3) The supplier will require any Others to execute a Non-Disclosure Agreement (NDA) on the same conditions as those contained in this NDA. If requested by the Contracting Authority, the supplier must provide the Contracting Authority with a copy of all NDA(s) signed by Others;
- 4) The supplier will undertake all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to protect the information and to prevent the disclosure of or access to such information in contravention of this Agreement;
- 5) In the event that the decision is made that the supplier is not interested in any further involvement with regards to the solicitation, the supplier must immediately advise the RCMP Contracting Authority of this decision in writing, and immediately deliver the information to such officer, as well as requiring any persons to whom it provided the information to do the same;

- 6) At close or early termination of the solicitation period or at any given time at the request of the RCMP Contracting Authority, the supplier must immediately deliver the information to such officer and require any person to whom it provided the information to do the same;
- 7) The supplier agrees that if it fails to safeguard, releases without appropriate authority or uses information for unauthorized purposes, such action may be subject to legal action;
- 8) The release or the issuance of information is neither a commitment by Canada to enter into any agreement or award any contract nor an authorization to the supplier to undertake any work, which could be charged to Canada. Nothing obligates Canada to award any contract for any work whatsoever, and Canada's obligation to pay for any work is subject to execution of a written contract between the parties;
- 9) The terms of this Agreement shall survive a request by Canada to return the information or the award of a contract; and
- 10) The laws in force in the Province of Quebec, Canada shall govern this Agreement.

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this
_____ day of _____, by our officers duly authorized in this respect.

Print Name of Authorized Representative

Print Name of Witness

Signature of Authorized Representative

Signature of Witness

Title of Authorized Representative

Date