

# CONFIDENTIALITY UNDERTAKING

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To: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Education (the "Ministry")

From: \_\_\_\_\_ (an engineering consultant retained by one or more boards of education or the APEGBC Technical Review Board in connection with the BC Schools Seismic Mitigation Program) ("You")

You have been retained by one or more boards of education (a "School District", or "School Districts", as the case may be) or through the APEGBC Technical Review Board to provide services in connection with seismic assessment and/or mitigation (the "Services"), and in order to provide the Services you have requested access to the Seismic Mitigation Program Database, owned by the Province of British Columbia and held by the Association of Professional Engineers and Geoscientists of British Columbia (the "Database"). In the course of accessing the Database you may receive, have access to, or otherwise obtain "Confidential Information" (as defined below).

In consideration for the Ministry's authorization of access to the Database, you agree to the following confidentiality terms and conditions:

1. You will not use the Confidential Information in any way or for any purpose other than as reasonably required in order for you to provide the Services. You will disclose the Confidential Information (or any portion thereof) only on a "need-to-know" basis to those persons who assist you in your work in preparing, reviewing or evaluating proposals or projects, and only on the condition that all such Confidential Information be retained by each of those persons as strictly confidential.
2. Subject to any disclosure requirements of the law, you will keep all Confidential Information that you receive, have access to, or otherwise obtain strictly confidential for a period of five years after the date of this Confidentiality Undertaking, and you will not, without the prior written consent of an authorized representative of the Ministry, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
3. For the purposes of this Confidentiality Undertaking, "Confidential Information" means all information contained in the Database, including but not limited to:
  - a) all information, documents and materials prepared related to condition assessments;
  - b) other information, documents or materials relating in any way to school facilities; and
  - c) any information, documents or materials produced by you or any other person which incorporates any of the information, documents or materials described above.
4. For the purposes of this Confidentiality Undertaking, "Confidential Information" does not include:
  - a) information that is, or subsequently becomes, publicly available other than through a breach of this Confidentiality Undertaking or through a breach of a confidentiality

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- agreement or undertaking which another person has entered into concerning the Confidential Information;
- b) information which you already lawfully possessed before being granted access to the Database;
  - c) information which is rightfully received from a third party without breach of any obligation of confidence to the disclosing party; or
  - d) information which is independently developed without the use of the Confidential Information.
5. You will return any Confidential Information in your possession to the Ministry immediately upon receiving a written request to do so from the Ministry.
6. The Confidential Information is proprietary and confidential, the disclosure of which would be contrary to the public interest and detrimental to the School District(s) and the Ministry.
7. If any portion of this Confidentiality Undertaking is found to be invalid or unenforceable in law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.
8. If you breach this Confidentiality Undertaking, the Ministry may take the benefit of all remedies available at law, including specific performance and equitable relief.

THE ABOVE TERMS are agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Email Address)