



**CONFIDENTIAL INFORMATION AGREEMENT**

The Appointed Volunteer acknowledges that certain materials and information made available to Appointed Volunteers by the Municipality in the performance of his or her duties (the “Confidential Information”) will be of a confidential nature. The Appointed Volunteer recognizes that the Confidential Information is the sole and exclusive property of the Municipality and the Appointed Volunteer shall use his or her best efforts and exercise utmost diligence to protect and maintain the confidentiality of the Confidential Information. The Appointed Volunteer shall not, directly or indirectly, use for himself or another any Confidential Information, whether or not acquired, learned, obtained or developed by the Appointed Volunteer alone or in conjunction with his or her position or as may be consented to in writing by the Municipality.

The Confidential Information is and shall remain the sole and exclusive property of the Municipality regardless of whether such information was generated by the Appointed Volunteer or by others, and the Appointed Volunteer agrees that upon termination of this Agreement he or she shall deliver promptly to the Municipality all such tangible parts of the Confidential Information marketing or sales information, computer programs, equipment or other documents or property which are in the possession or under the control of the Appointed Volunteer without retaining copies thereof.

Each of the foregoing obligations of the Appointed Volunteer by Council in this clause shall also apply to any confidential information of customers, joint venture parties, contractors and other entities, of any nature whatsoever, with whom the Municipality or any associate or affiliate of the Municipality has business relations.

Notwithstanding the foregoing provision of this clause, the Appointed Volunteer shall not be liable for the disclosure or use of any of the Confidential Information to the extent that:

- 1) the Confidential Information is or becomes available to the public from a source other than the Appointed Volunteer and through no fault of the Appointed Volunteer, or
- 2) the Confidential Information is lawfully obtained by the Appointed Volunteer from a third party or source outside of this Agreement.

The covenants and agreements contained in this clause shall survive the termination of this Agreement and the appointed position relationship with the Appointed Volunteer.

**The terms of the above Agreement for appointed volunteers are agreed to and accepted on the \_\_\_\_\_ day of November, 2018.**

**MUNICIPALITY OF WHITESTONE**

\_\_\_\_\_  
Michelle Hendry, CAO/Clerk

\_\_\_\_\_  
Chris Armstrong, Mayor

\_\_\_\_\_  
APPOINTED VOLUNTEER (Signature)

\_\_\_\_\_  
Print Name of Appointed Volunteer

**PRINT NAME OF COMMITTEE:** \_\_\_\_\_