

RFP Title: Architectural & Design Team Consultants for Metro Vancouver Office Project
RFP Number: 2019RFP-02

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement"), effective as of _____, 2018, is entered into by and between the First Nations Health Authority ("FNHA") and

Company: _____, located at

Address: _____, ("Company").

WHEREAS, FNHA discloses certain Confidential Information to Company as part of FNHA's request for proposal number 2019RFP-02. WHEREAS FNHA desires to prevent the unauthorized use and disclosure of its Confidential Information. NOW THEREFORE, in good and adequate consideration, the receipt of which is acknowledged,

I, _____, on behalf of Company, agree as follows:
(NAME OF PERSON SIGNING THIS AGREEMENT)

1. **Definition.** "Confidential Information" means any information identified as confidential by the FNHA that is part of the FNHA's request for proposal number 2019RFP-02, Architectural & Design Team Consultants for Metro Vancouver Office Project ("RFP") whether in oral, written electronic or any other form or medium whatsoever, including but not limited to Appendix B of the RFP, questions answered or information disclosed by FNHA related to confidential aspects of the RFP or discussions held related to the RFP.
2. **Non-Disclosure.** Company will not make copies of, disclose, discuss, publish or disseminate Confidential Information any third person or entity. Company will not use the Confidential Information for any purpose other than responding to the RFP. Company will take reasonable precautions to secure and prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information.

Company may not at any time directly or indirectly communicate with the media in relation to the Confidential Information or any information with respect to the RFP without first obtaining the written permission of FNHA.

Company acknowledges and agrees that nothing contained in this Agreement will be construed as granting it any rights, by license or otherwise, to any Confidential Information. Company further agrees to return Confidential Information to FNHA, if FNHA so directs, or to destroy Confidential Information once the RFP process completes or earlier if FNHA so directs.

This Agreement does not preclude discussions of Confidential Information between the undersigned and FNHA staff or with any other persons identified by FNHA as having undertaken this Agreement.

This Agreement does not preclude discussions of Confidential Information between the undersigned and other persons , if expressly permitted by staff of FNHA and those discussions are conducted on the terms and conditions that FNHA may direct.

3. **Statutory Requirements.** It is not the intention of FNHA for the Company to waive solicitor-client privilege or to waive, defeat or negate any privilege or confidence or any other protection provided by law, that applies to the Confidential Information or to the discussions related to it. FNHA acknowledges that any Confidential Information provided may be subject to review pursuant to the provisions of the Freedom of Information and Protection of Privacy Act or any provincial legislation, regulations or policies that may affect such information.
4. **Equitable Relief.** Company acknowledges that all of the Confidential Information is owned solely by FNHA and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Company agrees that FNHA will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
5. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to or application of choice-of-law rules or principles and the parties submit to the jurisdiction of BC courts. Company may not assign this Agreement or transfer any benefits hereunder, directly or indirectly (through acquisition, merger or otherwise), and any attempt to do so will be void without the prior written consent of FNHA. The relationship of the parties is that of independent contractors, and not of agency, partners or the like.

COMPANY:

First Nations Health Authority:

(SIGNATURE)

(SIGNATURE)

(PRINTED NAME)

(PRINTED NAME)

(TITLE)

(TITLE)