

CONFIDENTIALITY AGREEMENT

I, _____, in consideration of one dollar (\$1.00), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. I understand that during the course of my duties with the OPC I have and will continue to gain knowledge of, or have access to, information relating to the business and affairs of the OPC, its General Assembly, Board of Directors, Members, other employees and third parties with whom it does business, such as purchasers of professional development opportunities, suppliers, and others who may from time-to-time have dealings with the OPC (such information herein collectively, "Information"). The Information, regardless of the form in which it is or was recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all OPC Members, customers, other employees, and third parties, all trade secrets and financial data, and any strategic planning, political advocacy, protective services, or benefits information related to the ongoing operation of the OPC and/or its services to OPC Members.
2. I acknowledge that all Information is strictly confidential and I agree that I shall not reveal to any person or entity, or use any Information at any time, except as expressly directed by the OPC, or as may be required by law.
3. I acknowledge and agree that my obligation of confidentiality under paragraph 2 is of indefinite duration and that I will never disclose any Information to any person or entity, except as expressly directed by the OPC, or as may be required by law.
4. I undertake and agree that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the instructions of the OPC.
5. I agree to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into my possession at any time or in any place.

6. I understand and agree that compliance with this agreement is a condition of my position with the OPC and that failure to comply strictly with each term of this agreement may result in a recommendation that my role with the OPC terminate.
7. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
8. The covenants in this Agreement are separate and severable, and unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, if any court determines that the restrictions as set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the agreement shall thereby be reformed.
9. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED at _____, Ontario, this _____ day of _____, 20

Signature

This typed signature is legally binding.

Judith Peden

Judith Peden, Corporate Services Manager

:for OPC

Please submit your form by email to
corporate@principals.ca.