



## **Confidentiality and Non-disclosure Agreement**

---

### **Intent**

Town of Thorsby requires all Councillors / employees / volunteers / Board members / Third parties to handle any and all sensitive business information regarding confidential materials, pending business transactions, partnerships, sales, and acquisitions gained through the course of their regular job duties in a confidential and appropriate manner.

Councillors / employees / volunteers / Board members / Third Parties agree that if confidential information is not effectively protected, the operations and reputation of Town of Thorsby may be threatened, and the company may suffer irreparably.

Employees of Town of Thorsby must keep all confidential information and relevant knowledge regarding the company confidential both during and after their term of employment. These practices have been adopted as they have been deemed essential to the protection of Town of Thorsby.

### **Definition**

Confidential information means all information, whether reduced or not reduced to written or recorded form, whether marked as confidential or not, whether furnished by, received by, or accessible through Town of Thorsby or compiled, contributed, or developed by an employee, that is related to actual or anticipated business, research, development, and manufacturing of Town of Thorsby, and that is not generally known to competitors of Town of Thorsby, nor intended for general dissemination, and includes, but is not limited to:

- Information relating or pertaining to computer software and documentation, products, inventions, prototypes, research and development, files, client and customer lists, client information, working papers, reports, mailing lists, procedures, manuals, pricing and billing information, budgets, projections, forecasts, employment records and data, terms of contracts and agreements to which Town of Thorsby is a party;
- Business and strategic plans, investment policies, or business policies or practices, and trade know-how and secrets, whether disclosed to an employee by plans, drawings, reports, sketches, photographs, graphs, or other written materials or documents, by conversation with Town of Thorsby employees or agents, by third parties to whom Town of Thorsby owes a duty of confidentiality, by observation or inspection of physical objects or displays, or by any other method; and
- All objects, documents, and other materials which contain or otherwise reflect such information, and all analyses, compilations, studies, data, or other records or documents prepared by or for employees which contain or otherwise reflect such information, and any information, whether marked confidential or not, derived by examination, testing, or analysis of any such information.

### **Guidelines**

In working for Town of Thorsby, employees shall not divulge, disclose, provide, or disseminate confidential information to any third party not employed by Town of Thorsby at any time, unless Town of Thorsby gives written authorization.

Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for Town of Thorsby. Reasonable efforts will be made to limit access to confidential information to only those who need to know the information, and those persons will be advised that the information is to be kept confidential until it has been publicly disclosed by a Town of Thorsby spokesperson.

Insiders and employees having knowledge of undisclosed confidential information regarding Town of Thorsby or any third parties currently engaged in negotiations with Town of Thorsby to whom undisclosed confidential information may need to be disclosed are prohibited from any such third party until the information has been fully disclosed and widely disseminated.

Employees who are neither official spokespersons nor permanently or temporary designated spokespersons cannot, under any circumstances (including on a “no-names” or “off the record” basis), respond to inquiries from the community, the media, or other, unless specifically asked to do so by an official spokesperson.

All inquiries from the community are to be referred to the Chief Administrative Officer, including all inquiries from the media and the public.

**Acknowledgement and Agreement**

I, \_\_\_\_\_ (Employee name), acknowledge that I have read and understand the Confidentiality and Non-disclosure Agreement of Town of Thorsby.

I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

I understand that during my employment with Town of Thorsby or at any time after the cessation of my employment, for whatever reason, I will not disclose or use for the benefit of anyone other than Town of Thorsby, either directly or indirectly, any confidential information of the company or any of its clients, other than information publicly available before any such disclosure or use through means other than a breach of this policy.

Further, I will exercise the highest degree of care to safeguard confidential information from access or disclosure, and will not use or disclose or permit the use or disclosure of any confidential information or anything related to it, in whole or in part, without the prior written consent of Town of Thorsby, except as may be necessary and appropriate in the ordinary course of performing my duties to Town of Thorsby.

I covenant and agree that I will not permit the use of any confidential information for any purpose whatsoever, except for the performance of my obligations in connection with my employment at Town of Thorsby, and further covenant and agree that all right, title, and interest in and to the confidential information belongs to Town of Thorsby, and that I have no rights or licence thereto.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_