**CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

This Confidentiality Agreement (the "**Agreement**"), effective as of , 2025 (the "**Effective Date**"), is by and between the **University of Manitoba Faculty Association**, a Bargaining Agent certified by the Manitoba Labour Board pursuant to Certificate Number 6998, having its principal place of business at 100-29 Dysart Road, Winnipeg, Manitoba R3T 2M7 (the "**Disclosing Party**") and [NAME OF RECIPIENT], a member of the bargaining unit represented by the Disclosing Party, having their principal place of employment at the University of Manitoba (the "**Recipient**", and together with the Disclosing Party, the "**Parties**", and each a "**Party**").

**WHEREAS** in connection with the right of a member of the bargaining unit to make application for a base-salary adjustment to the UMFA/U of M Anomalies Committee (the "**Purpose**"), the Recipient desires to receive certain information from the Disclosing Party that is non-public, confidential, or proprietary in nature;

**WHEREAS**, the Disclosing Party desires to disclose such information to the Recipient, subject to the terms and conditions of this Agreement; and

**WHEREAS**, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

**NOW, THEREFORE** in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Definitions:**

1. For purposes of this Agreement, the following terms have the following meanings:

"**Confidential Information**" means all information, data, documents, agreements, files and other materials regarding or concerning the Disclosing Party or its affiliates, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed or otherwise furnished by the Disclosing Party or its Representatives to the Recipient or their Representatives in connection with the Purpose before, on or after the date hereof, including all analyses, notes, compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents prepared by or for the Recipient or its Representatives which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials, whether or not marked, designated or otherwise identified as "confidential," including, without limitation:

(a) information concerning the Disclosing Party's and its members past, present and future business affairs including, without limitation, salaries and other employment data;

(b) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and

(c) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party's business.

The term "Confidential Information" as used herein shall not include information that:

1. is or becomes generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement);
2. is or becomes available to the Recipient from a source other than the Disclosing Party or its Representatives, provided that such source, to the Recipient's knowledge after reasonable inquiry, was not and is not bound by a confidentiality agreement regarding the Disclosing Party or its affiliates, or otherwise prohibited from disclosing such information by a legal, contractual or fiduciary obligation;
3. was already known by or in the possession of the Recipient as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement;
4. has been independently developed by the Recipient as established by documentary evidence, without violating any of its obligations under this Agreement or use of, or reference to, in whole or in part, the Confidential Information.

"**Person**" means any individual, partnership (whether general, limited, or limited liability), corporation, association, trust or other entity.

"**Personal Information**" means information that relates to an individual person and identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual.

"**Representatives**" means, as to any Person, such Person's affiliates, and its and their respective directors, officers, employees, general partners, agents and consultants (including lawyers, financial advisors and accountants).

**Obligations of the Recipient:**

1. The Recipient shall:

(a) keep the Confidential Information strictly confidential; protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care/use its best efforts to protect and safeguard the confidentiality of all such Confidential Information;

b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment;

(c) without the prior written consent of the Disclosing Party, not disclose or permit its Representatives to disclose any Confidential Information to any Person except:

1. if required by law or court order, or pursuant to any requirement or process of any legal authority

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of which the Recipient has become aware; and

(e) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure.

**Return or Destruction of Confidential Information:**

1. Upon the expiration or termination of this Agreement, or at any time upon the

Disclosing Party's written request, the Recipient or their Representative(s) shall promptly, and in any event no later than five (5) days after the request, return or destroy all Confidential Information (including all copies, reports, analyses, extracts, notes or other reproductions created using the Confidential Information) to the Disclosing Party and if destroyed, certify in writing to the Disclosing Party within such time frame that such Confidential Information (including any Confidential Information held electronically) has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

**Remedies:**

1. The Recipient acknowledges and agrees that monetary damages may not be a

sufficient remedy for any breach of this Agreement by the Recipient and that in addition to all other remedies it may be entitled to (which the Disclosing Party does not waive by the exercise of any rights under this section), the Disclosing Party shall be entitled without proof of actual damages to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. The Recipient further agrees that it will not oppose the granting of such relief on the basis that the Disclosing Party has an adequate remedy at law and that it will pay any costs, fees and expenses, including legal fees, that the Disclosing Party may incur in enforcing this Agreement.

**Term and Termination:**

1. This Agreement shall commence on the Effective Date and terminate on that

date which is one (1) year after the Effective Date. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of such expiration or termination, even after the return or destruction of the Confidential Information by the Recipient.

**No Other Obligations:**

6) The Parties agree that:

1. this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient; and

(b) either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

**Governing Law**:

1. This Agreement shall be governed by the laws of the Province of Manitoba and

the federal laws of Canada applicable therein.

**Entire Agreement:**

1. This Agreement sets forth the entire agreement between the Parties regarding

the Confidential Information, and supersedes all prior and contemporaneous negotiations, understandings, representations and warranties and agreements between the Parties (both written and oral) with respect to such subject matters. No provision of this Agreement may be amended, modified, waived or changed unless made in writing and signed by the Parties.

**Severability:**

1. If any term or provision of this Agreement is invalid, illegal or unenforceable in

any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Assignment:**

10) Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be null and void and unenforceable. No assignment shall relieve the assigning Party of any of its obligations hereunder.

**Waivers:**

1. No waiver by any Party of any of the provisions hereof is effective unless

explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

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| --- | --- |
|  | [RECIPIENT NAME] |
|  | Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |

|  |  |
| --- | --- |
|  | [DISCLOSING PARTY NAME] |
|  | By:  Signature:  Date: |