

Confidentiality Agreement

Organics Green Bond Project

Background:

- A Manitoba Conservation and Climate is pursuing its first ever Green Bond with a focus on diverting industrial, commercial, and/or institutional (ICI) organic waste from landfills.
- B The development of the Organics Green Bond includes a series of steps including (1) an information session for potential service providers, (2) selection of a service provider through an application and interview process, and (3) a 3-day solutions lab with Government of Manitoba representatives and external stakeholders.
- C During this project I may receive, or be given access to, material that is confidential.
- D All participants must sign an agreement agreeing to protect the confidentiality of this material.

What is “Confidential Material”?

Confidential Material means all information, data, documents and materials acquired by me as a participant or to which I am given access, in the course of or incidental to participation in the development of the Organics Green Bond.

Confidential Material does not include information, data, documents and materials:

- in the public domain or known to me prior to the time of disclosure, or become publicly available other than through a breach of this Agreement; or
- known to me from a source other than Manitoba Conservation and Climate without breach of any duty of confidentiality; or
- approved, in writing, for disclosure without restriction by Manitoba; or
- developed independently by me without reference to the Confidential Material and without a breach of any duty of confidentiality.

I undertake and agree that:

1. I will only use the Confidential Material for the purpose of participating in this project and will not use it for my own personal or business purposes.
2. I will not disclose the information to any other person, firm, corporation or legal entity unless I am required by law or court order or for law enforcement purposes.
3. I will adequately secure all Confidential Material to protect it from unauthorized access, use, disclosure or alteration and will follow any directions or guidelines issued by Manitoba Conservation and Climate.
4. I will return all Confidential Material upon conclusion of the project or destroy it in accordance with instructions issued by Manitoba Conservation and Climate.

I ACKNOWLEDGE that this Agreement is legally binding on me.

Name (Print)	2020 Date	× Signature
--------------	--------------	----------------