

Confidentiality Agreement

BETWEEN:

The Saskatchewan Food Industry Development Centre Inc.
(hereinafter referred to as the “Food Centre”)
-and-

(hereinafter referred to as the “Client”)

Objective: To ensure client confidence in the Food Centre’s ability to uphold information that is confidential and/or sensitive. The Food Centre understands the Client’s concerns regarding project confidentiality and will conduct all business within a confidentiality protocol as outlined below:

Definition: “Confidential Information” includes all information disclosed by the Client or potential client directly to Food Centre, including, without limitation, all recipes, ingredient lists, methods of production, technology (whether owned by or licensed to the Client), new products or new uses for existing products, research, discoveries, inventions, developments, designs, improvements, processes, techniques, know-how, all financial, marketing and other plans or data of the Client from time to time, and all related confidential information received by Food Centre from third parties.

Procedure:

1. No third parties will be privy to confidential information unless authorized by the Client.
2. Food Centre annual reports, communications, publications and contract reporting will not contain any confidential client information.
3. All Confidential information of potential clients will be returned to the potential client if they decide not to proceed with a project, and any confidential information that has been disclosed to Food Centre will be kept confidential.

4. Client files and confidential information will be kept secure, with access restricted.
5. Building security will be maintained in such a manner as to ensure that confidential information is properly protected.
6. Sub-contractors will only be provided with information relating to the project upon written permission of the Client.
7. Employees and co-service providers of Food Centre will:
 - a) use confidential information acquired during the course of employment only for official or legal purposes and not for personal or illegal advantage;
 - b) not disclose confidential information unless authorized in writing to do so by the Client;
 - c) assume all project details (company name, service provided, fees, formulas, etc.) are confidential unless otherwise instructed by the Client;
 - d) not make any Food Centre materials (manuals, guides, training materials, etc.) available to individuals and organizations outside Food Centre unless granted written permission by the Client;
 - e) not disclose any confidential information regarding Food Centre or its clients upon termination of employment.

**THE SASKATCHEWAN FOOD INDUSTRY
DEVELOPMENT CENTRE INC.**

Per: _____
Dan Prefontaine, President

DATED this _____ day of _____, 20____

THE CLIENT

Per: _____

DATED this _____ day of _____, 20____