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## Confidentiality Agreement

TO: HIS MAJESTY THE KING IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC SAFETY CANADA

The description of the requirement of solicitation No. 202206402 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Offeror agrees that:
  - a. it must not, without first obtaining the written permission of the Standing Offer Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of an offer in response to the bid solicitation identified above;
  - c. at close or early termination of the offer period, it must immediately deliver the Confidential Information to the Standing Offer Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Offeror must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Offeror acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Offeror, or by anyone to whom the Offeror discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Offeror's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Offeror or any proposed subcontractor;
  - b. is or becomes known to the Offeror from a source other than Canada, except any source that is known to the Offeror to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Offeror; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

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Name of Offeror

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Signed by its authorized representative

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Date