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*Your health and
safety... our priority.*

*Votre santé et votre
sécurité... notre priorité.*

Confidentiality Agreement for Chemicals Management Plan (CMP) Science Committee: Members and Other Participants

This Agreement is entered into this [] of [], 20__.

BETWEEN:

**Her Majesty the Queen in right of Canada, as represented by the Minister of Health
(Health Canada)**

AND

[]

(name)

(Collectively referred to as the Parties)

WHEREAS [] accepts Health Canada's invitation to serve as a member of the CMP Science Committee (the Advisory Body);

WHEREAS the activities and responsibilities of the Advisory Body are described in the Terms of Reference attached as Annex A;

WHEREAS Health Canada may have possession of confidential information that it wants to keep confidential; and

WHEREAS Health Canada may determine it to be necessary to disclose such confidential information for use in carrying out the activities and responsibilities of the Advisory Body as described in the attached Terms of Reference.

THEREFORE, Health Canada and [] agree to set out, in this Confidentiality Agreement, their rights and obligations in respect of the disclosure and use of confidential information.

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1. Definition of Confidential Information

"Confidential Information" means all information, in any form whatsoever, and irrespective of whether or not it is marked confidential, that is provided directly or indirectly to the Advisory Body by, on behalf of, or for the benefit of Health Canada, including but not limited to the following:

- 1.1 Proprietary or other confidential information of a third party, including but not limited to information contained in an application for product review; trade secrets; and financial, scientific, technical, legal, and marketing information about a product or company.
- 1.2 Information that is confidential to the federal government, including but not limited to internal communications, draft policy or guidance documents, legal opinions, white papers, and briefing notes.
- 1.3 Information that is conceived or developed by, on behalf of, or for the benefit of the person using any of the Confidential Information.
- 1.4 Notes, summaries, and memoranda of any nature or form whatsoever of the work of the Advisory Body.
- 1.5 Personal information about individuals on or in contact with the Advisory Body, as protected by privacy laws.

2. Confidentiality Obligations

2.1 [] agrees that the Confidential Information is the exclusive property of the federal government or of a third party, as the case may be, and that nothing in this Confidentiality Agreement constitutes a waiver by the federal government or the third party to any of their respective rights, title, privilege, or interest in the Confidential Information.

2.2 The Confidential Information, once received, must be held in confidence by [] who must exercise all reasonable care to safeguard the Confidential Information from disclosure to, or use by, any third party outside of Health Canada.

2.3 [] must not disclose, publish, or disseminate, in any manner whatsoever, any Confidential Information to any third party outside of Health Canada without the express written consent of the Health Canada contact person named in paragraph 9.

2.4 [] may use the Confidential Information solely for the purpose of carrying out the activities and responsibilities of the Advisory Body, as described in the attached Terms of Reference, unless otherwise expressly authorized in writing by the Health Canada contact person named in paragraph 9.

2.5 Nothing in this Confidentiality Agreement derogates, displaces, or diminishes any other legal duty or obligation of the Parties concerning the disclosure and use of the Confidential Information.

3. Specific Exclusions from Confidentiality

Paragraph 2 does not apply to Confidential Information, even if marked “confidential,” if it can be established to the satisfaction of the Minister of Health, that the information

- 3.1 Was already known [] and was not covered by an obligation of confidentiality at the time of its disclosure.
- 3.2 Was lawfully available or in the public domain at the time of its disclosure.
- 3.3 Is required to be disclosed by applicable law or regulation or by an order or rule by a court of competent jurisdiction that was not commenced or invited by, on behalf of, or for the benefit of []
- 3.4 Was independently developed by [insert name] without any use whatsoever of the Confidential Information.

4. Return of Confidential Information

When requested, Confidential Information must be returned to the Health Canada contact person named in paragraph 9 within three business days. No copies or extracts of the Confidential Information may be retained.

5. Intent of the Parties

5.1 This Confidentiality Agreement constitutes the entire agreement between the Parties in respect of the subject matter of this Agreement and supersedes any prior agreements, understandings, negotiations, and discussions of any nature whatsoever.

5.2 This Confidentiality Agreement is binding upon the Parties and their respective heirs, executors, administrators, and successors.

6. Remedies

6.1 Health Canada is entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Confidentiality Agreement in addition to any other remedies available to Health Canada.

6.2 Health Canada may end a member's appointment when the member breaks this Confidentiality Agreement. (section 2.12(b))

7. Governing Law

This Confidentiality Agreement is governed by and interpreted firstly in accordance with applicable Canadian Federal laws and secondly in accordance with the applicable laws of the Province of Ontario, Canada.

8. Duration of Confidentiality Agreement

This Confidentiality Agreement comes into effect on the date that it is signed by the last of the Parties and continues in effect until [] is notified in writing on behalf of the Minister by the contact person named in paragraph 9 that this Agreement is terminated in whole or in part.

9. Contact Persons

For purposes of this Confidentiality Agreement, the following are the contact persons:

For Health Canada:

CMP Science Committee Secretariat
Assessment Coordination and Support Division
Existing Substances Risk Assessment Bureau
Safe Environments Directorate
Healthy Environments and Consumer Safety Branch
Health Canada

Postal Locator: 4904A, 269 Laurier Ave. W., Ottawa, ON, K1A 0K9

Email: CMP.Science.PGPC@hc-sc.gc.ca

For (name of Member/Observer): _____

Email address: _____

Telephone and fax number: _____

IN WITNESS WHEREOF, this Confidentiality Agreement has been duly executed in duplicate:

For Health Canada this _____ day of _____, 20_____

Signature and Title

Print Name and Title

Signature of Witness

Print Name of Witness

For [] this _____ day of _____, 20_____

Signature

Print Name

Signature of Witness

Print Name of Witness