

CONFIDENTIALITY UNDERTAKING – ARCHAEOLOGICAL INFORMATION

In consideration of having access to Confidential Information, as defined in Section 1.0 below, and other good and valuable consideration from her Majesty the Queen in right of the Province of British Columbia (the "Province") in respect of the [insert name of project] (the "Project"), [name of potential bidder – corporate or individual] (the "Potential Bidder") acknowledges and undertakes as follows:

1.0 Definition of "Confidential Information"

1.1 For the purposes of this Undertaking, Confidential Information means:

All archaeological information, including but not limited to archaeological site forms, archaeological reports, descriptions, details, date, locations, sketches, maps, documents, photographs and boundaries provided to the Potential Bidder or of which the Potential Bidder becomes aware in relation to or in connection with the Project.

2.0 Undertaking

2.1 The Potential Bidder will treat as strictly confidential and will not, without prior written consent of the Province, use, publish, disclose or permit to be used, published or disclosed, the Confidential Information which howsoever comes to the knowledge or attention of the Potential Bidder, or that is supplied to or obtained by the Potential Bidder or otherwise comes into the Potential Bidder's possession except:

- (a) to the extent that such use, publication or disclosure is necessary to enable the Potential Bidder to perform required tasks with respect to the Project;
- (b) to the extent that such Confidential Information is required by law or by a court of competent jurisdiction;
- (c) to the extent that the Confidential Information to be used, published or disclosed:
 - (i) is or becomes general public knowledge in the public domain other than as a result of a breach of this undertaking or as a result of an unlawful act of any third party; or
 - (ii) was in the possession of the Potential Bidder from a non-confidential source, prior to access from the Province;
- (d) to those employees, agents or contractors of the Potential Bidder who need access to Confidential Information in order to carry out assigned work with respect to the Project and, in such event, the Potential Bidder will ensure that any person receiving the Confidential Information is informed, whether by instruction, agreement or otherwise, that it is Confidential Information and that such employees, contractors and agents agree to be bound by the provisions of this Undertaking.

2.2 The Potential Bidder will maintain an updated list of employees, agents or contractors who are authorized to access Confidential Information under 2.1(d) and will provide this list to the Province upon request.

2.3 The Potential Bidder will take all necessary precautions to prevent the unauthorized use, publication, loss or disclosure of the Confidential Information and will immediately notify the Province of any circumstances which may:

- (a) jeopardize the privacy of individuals;
- (b) jeopardize the security of any computer system in its custody that is used to access Confidential Information; or
- (c) involve unauthorized access, use or sharing of Confidential Information.

2.4 In the event that circumstances under 2.3(a) to (c) arise, the Potential Bidder will immediately investigate the event and report the results of its investigation to the Province, including any steps taken to address any remaining issues or concerns.

2.5 When the Confidential Information is no longer required for the purposes of the Project or at the request of the Province in its sole and absolute discretion, whichever first occurs the Potential Bidder will immediately destroy all Confidential Information in its possession.

3.0 Accuracy

3.1 The Potential Bidder acknowledges that due to the nature of archaeological sites and the absence of confirmed location records for some records, all archaeological site boundaries in the Confidential Information are

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considered to be approximate. The Province makes no warranties or representations regarding the accuracy or completeness of any of the Confidential Information.

4.0 Survival of Undertaking

- 4.1 This Undertaking is on-going and will survive the completion or termination of the Project.
- 4.2 This Undertaking does not limit or restrict any other obligations the Potential Bidder has under any laws with respect to Confidential Information.

5.0 Miscellaneous

- 5.1 This Undertaking will be governed by and construed and interpreted exclusively in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 5.2 If any portion of this Undertaking is found to be invalid or unenforceable by law or by a court of competent jurisdiction then that portion shall be severed and the remaining portion shall remain in full force and effect.
- 5.3 Without prejudice to any other rights or remedies that the Province may have, the Potential Bidder agrees that damages may not be an adequate remedy for a breach of this Undertaking and that the Province shall be entitled to the remedies on injunction, specific performance or other equitable relieve for any threatened or actual breach.

Signature of Potential Bidder or Potential Bidder's authorized signatory		Date	
Name of Organization (Legal Name)		Contact individual	
Address		Role on Project	
Phone Number			

Please attach your business card if you have one. Thank you.