

**RECRUITMENT PROCESS CONFIDENTIALITY ACKNOWLEDGMENT**  
**(NON-Employee)**

WHEREAS Niagara Region has commenced a recruitment process for the position of

Chief Administrative Officer, which requires the involvement of

\_\_\_\_\_ (the “Participant”);

AND WHEREAS, during the recruitment process the Participant may be exposed to Confidential Information, as defined below;

AND WHEREAS Niagara Region is committed to maintaining the confidentiality of such Confidential Information to protect individual privacy and preserve the fairness and integrity of the recruitment process;

NOW THEREFORE the Participant agrees as follows:

1. “Confidential Information” shall mean all information related to the recruitment process that is not generally ascertainable from public or published information, including, but not limited to, candidate information, employee information, job requirements, interview questions, information disclosed through the job interview process, and information relating to the business, operations, and assets of Niagara Region that it treats as confidential or proprietary, such as location and analysis data, environmental data, production data, personal (health) information, technology (including information technology), research, and strategies.

“Confidential Information” shall not include information which:

- (i) was already known to the Participant prior to the date of disclosure by Niagara Region as having been publicly available;
  - (ii) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the Participant; or
  - (iii) is required to be disclosed by law, or order of any court, administrative tribunal or governmental authority having jurisdiction over the Participant.
2. The Participant shall keep all Confidential Information in strict confidence, and shall not use or disclose, or permit the use or disclosure, of any Confidential Information other than for the purpose of facilitating the recruitment process as directed by Niagara Region.
  3. The Participant shall not transfer any Confidential Information to, or store any Confidential Information in, any repository, electronic database, or network not authorized by Niagara Region for such a purpose without Niagara Region’s prior written permission.

4. The Participant acknowledges that all Confidential Information shall at all times be the property of Niagara Region, and, upon completion of the recruitment process or at such other time as Niagara Region may request, the Participant shall promptly return to Niagara Region all hard copy Confidential Information, whether it be in the form of blueprints, documents, or otherwise, and any and all electronic copies of data such as blueprints or documents.
5. The Participant acknowledges that Niagara Region and/or individual candidates for employment or advancement could be irreparably injured by a breach of confidentiality.
6. The Participant has read, understands, and accepts the above terms.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Participant Signature: \_\_\_\_\_