



## York Region District School Board Confidentiality Agreement

As an employee (the “Employee”) of the York Region District School Board (the “Employer”), it is an expectation that you acknowledge, understand and agree to be bound by all the terms and conditions outlined in the Confidentiality Agreement (the “Agreement”).

**Whereas** the Employer and the employee have entered into or are about to enter into an employment relationship for their mutual benefit;

**And whereas** as a condition of entering into and/or continuing such employment relationship, the Employer has required that the Employee enter into this Agreement;

**The parties hereby** agree as follows:

1. **Definition.** Whenever used in this Agreement the following words and phrases shall have the following respective meanings:
  - (a) **Confidential Information** means information in any form, not generally known to the public, disclosed to or acquired by the Employee directly or indirectly from the Employer or any employees, students, parents, clients, business partners or affiliates of the Employer during the term of the Employee’s employment with the Employer, including, without limitation:
    - (i) information relating to the employees, students, parents, trustees, systems, operations, and business activities of the Employer;
    - (ii) information received from any employees, students, parents, or trustees of the Employer;
    - (iii) information specifically designated by the Employer as confidential;
    - (iv) information specifically designated by an employee, student, parent, or trustee of the Employer as confidential; and
    - (v) information required to be maintained in confidence by the Employer pursuant to an agreement with a union, employee, student, parent, or trustee or other person;

but shall not include any information which was known to the Employee prior to the date of the Employee’s employment with the Employer or which was publicly disclosed otherwise than by breach of this Agreement.

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2. **Confidentiality.** The Employee acknowledges and agrees that:
- (a) during her/his employment with the Employer, she/he will be disclosed or will acquire Confidential Information;
  - (b) the Employer has and will continue to enter into agreements whereby the Employer agrees to maintain the confidentiality of certain information;
  - (c) disclosure of Confidential Information to others will be highly detrimental to the interests of the Employer;
  - (d) Confidential Information is the property of the Employer and/or its employees, students, parents, trustees as the case may be;
  - (e) the Employee will not, at any time, disclose any Confidential Information to any other person not an employee of the Employer, nor will the Employee use Confidential Information for any purpose other than required by her employment; and
  - (f) the Employee will not, at any time, or in any way, take or reproduce Confidential Information unless required by her/his employment. The Employee will, upon ceasing to be employed by the Employer, return to the Employer all Confidential Information in her/his possession or under control whether such Confidential Information belongs to the Employer or otherwise. The Employee will also return all property then in her/his possession or under her/his control belonging to the Employer.
3. **Restrictions Reasonable.** The Employee acknowledges that all restrictions in this Agreement are reasonable in the circumstances and hereby waives all defenses to the enforcement thereof by the Employer. In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the Employee hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.
4. **Irreparable Harm.** The Employee acknowledges that breach by it of the terms and conditions of this Agreement may cause irreparable harm to the Employer, which may not be compensable by monetary damages. Accordingly, the Employee acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the



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granting of an injunction at the suit of the Employer by a court of competent jurisdiction.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
6. **Entire Agreement.** This Agreement is the entire agreement between the Employee and the Employer relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The Employee agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.