

**Town of Deep River
POLICY / PROCEDURE MANUAL**

Corporate Policies and Procedures				
DEPARTMENT: Human Resources			POLICY NO.: H-011	
POLICY NAME: Employee Confidentiality Statement				
DATE OF ORIGIN:	REVIEW DATE:	REVISION DATE:	APPLICABLE TO:	PAGE NUMBERS:
Dec. 15, 2021			All Employees	1 to 4

POLICY STATEMENT:

All new Town of Deep River employees must sign an 'Employee Confidentiality Statement' (*pursuant to Section 47(c) of the Municipal Freedom of Information and Protection of Privacy Act and Ontario Regulation 823*) as a condition of a written offer of employment to ensure the security and confidentiality of records and personal information under the control of the Town of Deep River.

PROCEDURE:

1. A written offer of employment is conditional upon the completion of an 'Employee Confidentiality Statement' (Appendix A) by a new employee.
2. The 'Employee Confidentiality Statement' is signed, dated, witnessed, and placed in the individual's personnel file with the Administration Department.
3. A new employee's refusal to sign an 'Employee Confidentiality Statement' after signing a written offer of employment voids and nullifies the written offer of employment.
4. Although not currently required, employees hired before the implementation of this policy are encouraged to sign an 'Employee Confidentiality Statement.'

APPENDIX A: Employee Confidentiality Statement

Appendix A

CONFIDENTIALITY OF INFORMATION AGREEMENT

This Agreement is dated effective the date set out on the last page hereof and is made between _____ ("EMPLOYEE") and **the Town of Deep River** the employee agrees as follows:

- A. The employee will perform services for the Town of Deep River which may require the employee to be exposed to confidential and proprietary information. It includes employee, customer, or client personal information, technical data, techniques, records, formulae, processes, sketches, photographs, plans, drawings, specifications, samples, equipment, reports, manuals, documents, prototypes, software, working materials, findings, and inventions or ideas, whether patentable or not.
- B. The employee will hold the Confidential Information received from the Town of Deep River in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others. The employee both during and after employment or engagement with the Town of Deep River, shall not disclose or use any Confidential Information except in the course of carrying out authorized activities on behalf of the Town of Deep River or except as expressly authorized by the CAO or department head in writing. The Worker may, however, use or disclose:
 - a. Confidential Information (except personal information) that:
 - Is or becomes public, other than through a breach of this Agreement;
 - b. Confidential Information that is required to be disclosed by law, whether under an order of a court or governmental tribunal or other legal processes, provided that the employee becomes aware of the requirement and in sufficient time to allow the employer to take such steps as are lawfully available to the employer to avoid or limit such disclosure by the employee.
- C. The employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the town of Deep River.
- D. The employee will, upon the request or upon termination of his/her relationship with the Town of Deep River, deliver to the Town any drawings, notes, documents, equipment, and materials received from the Town or originating from its activities for the Town.

- E. The Town of Deep River reserves the right to take disciplinary action, up to and including termination for violations of this agreement.
- F. The employee may develop, conceive, generate or contribute to, in the course of employment or engagement with the Town, alone and / or jointly with others, tangible and intangible property relating to actual or anticipated business and research and development of the Town, in any fields, including software, hardware, know-how, designs, techniques, documentation and other material regardless of the form or media in or on which it is stored. It is understood that any of the property as referred to above is considered the property of the Town of Deep River.
- G. The employee shall return or destroy, as directed by the Town Confidential Information (including any closed minutes of Town Council) or Proprietary Property to the Town upon request by the Town at any time, and upon the cessation of employment or engagement with the Town, regardless of how that cessation occurs. Such return or destruction shall include all originals and all copies of the Confidential Information and Proprietary Property, in whatever medium or form, that is then in the control or possession of the employee. Upon request of the Town of Deep River, the employee shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable. Both during and after employment or engagement with the Town, the employee shall not make or retain copies of the Confidential Information or Proprietary Property, except for the purpose of carrying out authorized activities on behalf of the Town or except as expressly authorized by the Town in writing.
- H. For information stored in electronic form:
 - a. The employee shall be deemed to have returned it when the employee transmits an electronic copy to the Town and thereafter destroys it per b below; and
 - b. The employee shall be deemed to have destroyed it when the employee performs a commercially reasonable “delete” function with respect to all of its copies of information, notwithstanding that such information may be forensically recoverable or restored from backups (provided always that if, at any time, the employee performs or permits such recovery or restoration, the employee shall treat such recovered or restored information as Confidential Information hereunder at all times).
- I. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada.

- J. The employee confirms that he or she had the opportunity to confer with an independent legal advisor if he or she so wished, in advance of signing this Agreement. The employee further confirms that he or she has read this Agreement and accepts and agrees to be bound by its terms.

- K. The employee represents and warrants that it is not under any pre-existing obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the employee agrees to the terms and conditions of the agreement stated above.

Town of Deep River

[EMPLOYEE NAME]

[NAME and TITLE of Company representative]

Employee Signature

Date:

Date: