

Craft Beer Pouring Rights Request for Proposal Appendix A – Confidentiality Agreement

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ (month), 2022, by and among the OTTAWA CONVENTION CENTRE CORPORATION ("OCC") and [insert proponent name herein] _____ ("PROPONENT").

WHEREAS the parties, for their mutual benefit, may wish to discuss certain Confidential Information (as defined herein) regarding OCC in connection with potential business opportunities and/or qualification issues between the parties, including, without limitation the request for proposal dated July 22, 2018 (the "RFP").

1. Definition of Confidential Information

For the purposes of this Agreement the term "Confidential Information" shall mean:

- a) all oral, written and machine readable information and data and any accompanying support materials and documentation disclosed directly or indirectly by one party to the other, or to any corporation associated with either of them, relating to the RFP or any potential business relationship between the parties; and
- b) without limitation shall include, but not be limited to, information related to the current or proposed plans of OCC, financial information relating thereto, any discussions or negotiations between the parties that is not generally known to the public, and any information which has been communicated to the **PROPONENT** during discussions exploring the potential business relationship; and
- c) notwithstanding the above, any information in relation to the rejection of the **PROPONENT's** RFP proposal and the content of this Agreement.

2. Non-disclosure of Confidential Information by PROPONENT

- a) **PROPONENT** will not discuss, disclose, publish, or disseminate Confidential Information to anyone other than **NAME EMPLOYEES** [proponent to insert names of those who must know], and **PROPONENT** agrees to take every precaution to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information.
- b) **PROPONENT** acknowledges that the Confidential Information consists of confidential and proprietary information of OCC and agrees to hold the Confidential Information in strict confidence. Proponent agrees not to make use of the Confidential Information other than for the sole purpose of discussions, negotiations and contractual arrangements with OCC regarding the Subject Matter and not to release, disclose, communicate it or make it

available to any person other than employees, agents and permitted contractors of Proponent who reasonably need to know the Confidential Information in connection with the RFP, and which employees, agents and permitted contractors are bound to protect the received Confidential Information from unauthorized use or disclosure under the terms of a written agreement with the Proponent. Proponent shall not reverse engineer, decompile or disassemble any Confidential Information or use the Confidential Information other than for the purposes set out herein. Proponent may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that Proponent will take reasonable steps to give OCC sufficient prior notice in order to contest such request, requirement or order by notifying OCC of such request.

3. No License to Confidential Information & Assignment of Improvements

All Confidential Information remains the property of OCC and no license or other rights in the Confidential Information is granted or implied hereby.

4. No Commitment

Each party agrees that the execution of this Agreement does not in any way constitute a binding commitment on the part of either party to enter into or complete negotiations or any transaction with the other.

5. Return of Confidential Information

OCC may in its sole discretion, from time to time and at any time, demand Proponent to return or destroy all OCC's Confidential Information in Proponent's possession or under Proponent's control. Proponent shall, within ten (10) business days of receipt of OCC's written demand either return to OCC all OCC's Confidential Information or destroy same and will provide a certificate to OCC stating all of OCC's Confidential Information was so returned or destroyed.

6. Equitable Relief

PROPONENT hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to OCC that may be difficult to ascertain. Accordingly, **PROPONENT** agrees that OCC will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. Duration of the PROPONENT's non-disclosure of Confidential Information

The **PROponent** shall be governed by the confidentiality terms of this Agreement from the signing of this Agreement until the earliest of May 1, 2026 or the date OCC relieves in writing the **PROponent** of the obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

_____ (month) _____ (day), 2022.

OTTAWA CONVENTION CENTRE CORPORATION

By: _____
Name:
Title:

PROponent

By: _____
Name:
Title:
I have authority to bind the corporation.