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| **Non-Disclosure and Confidentiality Agreement** |

This agreement (“**Agreement**”) is hereby made this date, the \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_, 2020 (the “**Effective** **Date**”) between Arts Undergraduate Society (“**AUS**”), a freely constituted student association, and \_\_\_\_\_\_\_\_\_ (hereafter referred to as “**Recipient**”).

1. The Recipient acknowledges that he/she has and will receive in the course of his/her implication within the AUS confidential information pertaining to the activities, operations, and/or files managed by AUS (“**Confidential** **Information**”). The Recipient acknowledges that the disclosure of such Confidential Information could be irreparably prejudicial to AUS and contrary to its interests. Accordingly, the Recipient agrees to respect the confidentiality of such Confidential Information and not to disclose any Confidential Information to any person without the express written consent and instructions of AUS or unless required to do so by law, for the duration of his/her implication and at any time thereafter. Moreover, upon termination of his/her implication within the AUS for any reason whatsoever, Recipient undertakes not to make any use of such Confidential Information for any purpose whatsoever. The term “Confidential Information” includes among other things:
	1. Documents containing personal information (such as name, birth date, grades, schooling, address, phone number, social insurance number, etc.), regardless of the status of the person to whom the personal data belongs within McGill University or AUS;
	2. Complaints or disclosures received by student of McGill University or any other person regarding a student of McGill University, including the names of the parties involved, the details of the complaints and/or disclosure such as date and description of the event(s);
	3. In the event the Recipient is an executive member of AUS, matters discussed during executives’ meetings or with other executive members, including decisions taken by the executive team before they are made public, such as the decision to terminate a member;
2. This Agreement is deemed to be made under, and shall be construed in accordance with, the laws of Quebec, and the venue and jurisdiction shall be in the province of Quebec, Canada.
3. Recipient agrees that any breach of this Agreement shall cause irreparable harm to AUS, and Recipient agrees that AUS shall be entitled to an injunction for any breach of this Agreement, and further in addition to the remedy of an injunction, AUS shall be entitled to attorney fees and other damages which may arise from the Recipient’s breach of this Agreement.
4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein as of the Effective Date.

**Recipient of Confidential Information:**

Name:

Address:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Owner of Confidential Information:**

Name: Arts Undergraduate Society

Address:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_18th September 2020 \_\_\_\_\_\_\_