

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, 2021

REGARDING THE ECONOMIC IMPACT ANALYSIS OF THE PARTNERSHIP AGREEMENT FOR THE CONSERVATION OF THE CENTRAL GROUP OF SOUTHERN MOUNTAIN CARIBOU

The government of the Province of British Columbia has contracted Big River Analytics to conduct an analysis of economic impacts of the Partnership Agreement for the Conservation of the Central Group of Southern Mountain Caribou.

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is made by and between _____, a representative of the _____ (the "**Representative**") and **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** as represented by the MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT (the "**Province**"), referred to as the "**Disclosing Party**".

In consideration of the disclosure by the **Disclosing Party** to the **Representative** of certain confidential information for the purposes of negotiations between the Council of Forest Industries and the Province, the Parties agree as follows:

1. **Definition of Confidential Information.** In this Agreement, "**Confidential Information**" means all information, in any form, shared or discussed in whole or in part between the Disclosing Party and the Representative relating to the analysis completed by Big River Analytics of the economic impacts of the Partnership Agreement for the Conservation of the Central Group of Southern Mountain Caribou or other information as identified as confidential by either one or both of the Disclosing Party.
2. **Exclusions.** Confidential Information does not include information that is: (a) publicly available without breach of this Agreement; (b) already known to or in the possession of the Representative prior to receipt of such information from the Disclosing Party; (c) independently developed by the Representative without access to, or use of, the Confidential Information; or (d) required to be disclosed by law or by the order of any judicial, administrative, or similar body with enforcement powers, provided that, to the extent reasonably practicable, the Representative must (i) provide reasonable notice to the Disclosing Party before making the disclosure, and (ii) limit the disclosure to that required by the applicable order, law, or regulatory requirement.
3. **Ownership.** All Confidential Information is the exclusive property of the Disclosing Party.
4. **Non-Disclosure and Non-Use.** Subject to the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] c. 165 and the *Access to Information Act*, R.S.C., 1985, C. A-1, the Representative must not, directly or indirectly, copy, reproduce, summarize, quote or disclose any Confidential Information to any third party without the written consent of the Disclosing Party, other than with experts retained for the Purposes and subject to a duty of non-disclosure of confidential information under the terms of their retainer. The Representative must not make any use of Confidential Information except to the extent necessary for the Purposes and must not report or publish data,

analyses or reports using the Confidential Information without the written consent of the respective Disclosing Party. The Representative agrees to exercise the highest degree of care in safeguarding Confidential Information.

5. **Return of Confidential Information.** Subject to the *Information Management Act* [SBC 2015] c. 27, the *Freedom of Information and Protection of Privacy Act*, and the *Access to Information Act* at any time after completion of the Purposes and at the request of the respective Disclosing Party, the Representative must promptly return to the Disclosing Party, all Confidential Information received by the Representative. The Representative must confirm that it has returned the information referred to on the request of the respective Disclosing Party.
6. **Liability for Breach.** Without limitation, and in addition to any other rights of the Disclosing Party against the Representative arising by reason of disclosure of Confidential Information contrary to this Agreement, the Representative is liable to the Disclosing Party for any proven losses, costs, damages and expenses whatsoever (including, without limitation, all legal, accounting and other professional costs, expenses, fees and disbursements; with legal fees determined on a solicitor and client basis) which the Disclosing Party may suffer or incur, individually or collectively, resulting or arising, directly or indirectly, from the disclosure of Confidential Information by the Representative or any of its directors, officers, employees, agents or professional advisors.
8. **Assignment.** The Representative may not assign or transfer this Agreement or any rights or obligations under this Agreement.
9. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the Parties with respect to the non-disclosure of Confidential Information. This Agreement supersedes all prior written or oral agreements and all negotiations, conversations or other communications or understandings of the Parties with respect to the non-disclosure of Confidential Information.
10. **Governing Law Jurisdiction.** This Agreement is governed by the laws of the Province of British Columbia and Canada, as applicable, and the Parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

SIGNED by the Parties on this _____ day of _____, 2021

The Representative

Signature of the Representative

Name (Print)

Title or Affiliation with the Council of Forest Industries

On behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by THE MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT, or the Minister's authorized representative

Signature

Name (Print)

Title (if Authorized Representative)