



PLEDGE OF CONFIDENTIALITY

WHEREAS I have been asked, in the course of my association / appointment / employment / contract (“Employment”) with the University of Manitoba (the “University”), to participate in the Review of a Unit pursuant to the University’s “*Administrative Unit Reviews*” policy and procedures (the “Review”);

NOW THEREFORE in consideration of my Employment with the University of Manitoba, and as an integral part of the terms and conditions of my Employment and my participation in the Review, I hereby agree as follows:

1. I ACKNOWLEDGE AND AGREE that, in connection with my Employment with University and/or my participation in the Review, I may acquire, use and become aware of confidential and proprietary information of the University relating to the prior, existing or contemplated operations of the University, including, but not limited to: any personal and personal health information, litigation, negotiations or contractual arrangements, financial information, operational and scientific information, and personnel information (collectively the “Confidential Information”). Confidential Information shall not include any information that is generally available to the public or becomes publicly known through no fault of my own.
2. I ACKNOWLEDGE that the Confidential Information could be used to the detriment of the University and its disclosure could cause irreparable harm to the University.
3. I AGREE to treat confidentially all Confidential Information and not to disclose it to any third party, either within or outside of the University either:
 - a. During the term of my Employment with the University; or
 - b. After termination of my Employment with the University;

except as may be necessary in the proper discharge of my duties and responsibilities during my Employment or my participation in the Review and in accordance with applicable Legislation and University policies and procedures governing proper release of information.

4. I ACKNOWLEDGE AND AGREE that my obligations contained herein will continue after my Employment with the University of Manitoba ends.

5. I AGREE that all notes or any other material containing Confidential Information coming into my possession during the course of my Employment, or the Review, shall belong exclusively to the University. I FURTHER AGREE to turn over to the University all copies of any such notes or any other materials in my possession immediately if requested to do so by the University and on termination of my Employment with the University.

6. I ACKNOWLEDGE AND AGREE that unauthorized use or disclosure of Confidential Information may result in a disciplinary action being taken or legal action being initiated.

7. I ACKNOWLEDGE AND AGREE that the damages which the University might suffer from my violation of any of my confidentiality obligations under this Pledge would be difficult or impossible to measure and that the University is entitled to, in addition to all other remedies it may have, injunctive relief or other equitable relief as a remedy for any actual or anticipated breach of this Pledge.

Name of Individual Making Pledge
(Please Print)

Signature of Individual Making Pledge

Date Signed

Signature of Individual Administering Pledge