

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, regarding transcription services provided by **Transcription Canada** to **[YOUR COMPANY]**, is effective as of [month] [day]. [year];

### **BETWEEN:**

**2288367 Ontario Inc. c.o.b. as Transcription Canada**  
Hereinafter referred to as the “Contractor”

- and -

**[YOUR COMPANY]**  
Hereinafter referred to as the “Client”

**WHEREAS** the Contractor has entered into an agreement with (“the Client”) for the provision of transcription services regarding audio Interviews (“confidential data”);

**AND WHEREAS** the Contractor is providing transcription services to the Client;

**AND WHEREAS** the Contractor is transcribing audio (“confidential data”) provided by the Client to the Contractor;

**AND WHEREAS** the Client requires that the Contractor and any individuals providing transcription services regarding confidential data enter into a Confidentiality Agreement;

**NOW THEREFORE** the Contractor, in consideration for being given the opportunity to provide transcription services regarding confidential data, agrees as follows:

1. The Contractor will keep all confidential data it receives from the Provider/Client confidential. Without limiting the generality of the foregoing, this shall include all information and confidential data that originates from the Client. The Contractor will keep all confidential data secure and shall only copy confidential data if essential for the provision of transcription services.
2. The Contractor acknowledges and agrees that the Freedom of Information Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended (“FIPPA”), governs all information submitted by the Provider to the Contractor. Any materials created by the Contractor in the course of providing services for the Client.
3. The Contractor shall return all personal information as defined by FIPPA and confidential data of the Client to the Client, and ensure that all copies of such data and any portions thereof are also returned or destroyed with no copy kept by the Provider. The Contractor shall, at the request of the Client, provide the Client with written confirmation that all such data has been returned or destroyed.
4. The Contractor shall ensure the security and integrity of the confidential data and will keep it in a physically secure and separate location safe from loss, alteration, destruction, or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures, and procedures to do so.
5. The Contractor agrees to implement other specific security measures such as encrypted data transfers that would improve the adequacy and effectiveness of the Contractor’s measures to ensure the security and integrity of confidential data.

6. The Contractor will not, disclose confidential data to any parties other than those whom are working directly on the transcription project, and whom have executed a Confidentiality Agreement. No information will be divulged, disclosed, or communicated to any person, during the course of providing transcription services for the Client and will observe strict secrecy in regards to that information.
7. All confidential data, and the transcription of such data, shall at all times remain the sole and exclusive property of the Client.
8. At all times while providing transcription services for the Client, the Contractor will take all reasonable precaution to prevent inadvertent use, copying or transferring of any confidential data provided by the Client.
9. Upon completion of any task performed by the Client, the Contractor will promptly deliver to the Client all confidential data originating from the Client whether that be in hard copy or magnetic media, and that is in the Contractor's possession or under the Contractor's control.
10. The Contractor's obligations under this Confidentiality Agreement are to remain in effect perpetually and will exist and continue in full force and affect.

TO EVIDENCE THEIR AGREEMENT, THE PARTIES HAVE SIGNED THIS AGREEMENT.

DATE: [month] [day]. [year]

SIGNED, SEALED AND DELIVERED

**Client** \_\_\_\_\_  
**[YOUR COMPANY}**

DATE: [month] [day]. [year]

**Provider**  
**Tekoa Sellars**  
**2288367 Ontario Inc. c.o.b, Transcription Canada**