



Mutual Non-Disclosure and Confidentiality Agreement

For prospects and customers of Yes, We Scan!

This Agreement is made as of _____, 20____ (the "Effective Date") between:

YES, WE SCAN!	THE CUSTOMER
Yes, We Scan!™ Legal name (if different): _____ Ottawa, Ontario 613-223-7359 jenn@yeswescan.ca ("Yes, We Scan!" or "YWS")	Legal name: _____ Address: _____ _____ Contact name: _____ Phone / email: _____ (the "Customer")

Background

The Customer has records it would like to have digitized. To quote on and carry out that work, Yes, We Scan! needs to receive, handle and scan those records, some of which may be confidential or contain personal information. In the course of working together, the Customer may also receive Yes, We Scan!'s pricing and other business information. This Agreement sets out how each party will protect the other's information, whether or not the parties go on to sign a contract for services.

1. Definitions

- 1.1 "Customer Materials"** means all records the Customer makes available to YWS in any form (including paper, bound volumes, maps, plans, photographs, film, microfiche and digital files), all scanned images, digital files, indexes, metadata and text created from them, and all information they contain.
- 1.2 "Personal Information"** means information about an identifiable individual, including personal health information, as defined in the Privacy Laws.
- 1.3 "Privacy Laws"** means all privacy laws that apply to the Customer Materials, which may include the Personal Information Protection and Electronic Documents Act (Canada), the Municipal Freedom of Information and Protection of Privacy Act (Ontario), the Freedom of Information and Protection of Privacy Act (Ontario) and the Personal Health Information Protection Act, 2004 (Ontario).
- 1.4 "YWS Business Information"** means non-public information about YWS's business that YWS shares with the Customer, including quotes, proposals, pricing, workflows, methods, equipment and software set-ups, and supplier information, that is marked confidential or that a reasonable person would understand to be confidential.
- 1.5 "Services"** means document digitization and related services that YWS quotes on or performs for the Customer, and the "Purpose" means evaluating, quoting on and performing the Services.
- 1.6 "Representatives"** means a party's employees, contractors and professional advisers who need the information for the Purpose.



2. Ownership

- 2.1 The Customer owns the Customer Materials, including every scanned image, digital file and index YWS creates from them. YWS receives no rights in the Customer Materials other than the right to use them to carry out the Purpose.
- 2.2 YWS keeps ownership of its own methods, know-how, templates and tools, and of the YWS Business Information.

3. How Yes, We Scan! Protects Customer Materials

- 3.1 **Use.** YWS will use the Customer Materials only for the Purpose and will not sell, share, mine, analyse or otherwise use them for any other reason.
- 3.2 **Access.** YWS will limit access to Representatives who need it to perform the Services, each of whom is bound by a written confidentiality agreement at least as protective as this Agreement. YWS is responsible for any breach of this Agreement by its Representatives.
- 3.3 **No outside processing.** YWS will not give any other company any part of the work involving Customer Materials without the Customer's prior written consent.
- 3.4 **Safeguards.** YWS will protect the Customer Materials with security measures appropriate to their sensitivity, including:
 - (a) physical safeguards, such as keeping materials in locked, access-restricted space and never leaving them unattended in transit;
 - (b) technical safeguards, such as password-protected systems, user access controls, and encrypted storage and transfer of digital files; and
 - (c) administrative safeguards, such as confidentiality training for everyone who handles Customer Materials.
- 3.5 **Chain of custody.** YWS will record when Customer Materials are picked up, received, returned and delivered, and will make that record available to the Customer on request.
- 3.6 **Kept in Canada.** YWS will not store, process or access the Customer Materials outside Canada without the Customer's prior written consent.
- 3.7 **Care of originals.** YWS will handle original records with care and will not alter, unbind, take apart or destroy any original except as the Customer has agreed in writing.
- 3.8 **Questions and inspection.** On reasonable notice, YWS will answer the Customer's reasonable questions about its safeguards and allow the Customer to see where its materials are kept and handled.

4. Privacy

- 4.1 Each party will comply with the Privacy Laws that apply to it. YWS will collect, use and disclose Personal Information in the Customer Materials only on the Customer's behalf and as the Customer directs, as the Customer's service provider and agent.
- 4.2 If YWS receives a request from anyone to see or correct information in the Customer Materials, or a privacy complaint about them, YWS will promptly pass it to the Customer and help the Customer respond to it.



5. If Something Goes Wrong

- 5.1** If YWS becomes aware of any loss or theft of, or unauthorized access to or disclosure of, Customer Materials, YWS will:
- (a) tell the Customer as soon as possible, and in any event within 72 hours;
 - (b) give the Customer the details it reasonably needs, including what was affected and what is being done;
 - (c) take reasonable steps right away to contain the problem and prevent it from happening again; and
 - (d) co-operate with the Customer in any investigation and in any notice to affected individuals or regulators, which the Customer will decide on unless the law requires YWS to give notice itself.

6. Return and Secure Destruction

- 6.1** When the Services are complete, or sooner at the Customer's written request, YWS will return all original records and deliver the digital files as agreed.
- 6.2** Within 30 days after delivery, unless the Customer asks in writing for a different retention period, YWS will securely delete all copies of the Customer Materials from its systems and media, and will destroy any paper working copies by cross-cut shredding or certified destruction. On request, YWS will confirm this in a signed certificate of destruction.
- 6.3** If a copy remains in an automatic backup that cannot reasonably be deleted right away, YWS will keep it protected under this Agreement, will not access it, and will delete it in the normal backup cycle.

7. How the Customer Protects YWS Business Information

- 7.1** The Customer will use YWS Business Information only to evaluate and manage its dealings with YWS, will share it only with its Representatives who need it, and will protect it with at least reasonable care.
- 7.2** The Customer's obligations in this section do not apply to information that: (a) is or becomes public through no fault of the Customer; (b) the Customer already knew without a duty of confidence; (c) the Customer receives lawfully from someone else without a duty of confidence; or (d) the Customer develops independently. These exceptions never apply to Personal Information.

8. Disclosure Required by Law

- 8.1** A party may disclose information if required by law, court order or a regulator, provided that, where the law allows, it first gives the other party notice so it can seek protection, and it discloses only what is required.
- 8.2** YWS understands that a Customer that is a public body may have to disclose this Agreement or YWS information under access-to-information laws. YWS may identify any information it believes is confidential commercial information so the Customer can consider it under those laws.

9. Term

- 9.1** This Agreement starts on the Effective Date and continues until either party ends it with 30 days' written notice.



- 9.2** Ending this Agreement does not end YWS's obligations for Customer Materials, which continue for as long as YWS holds any of them, and its duty of confidentiality for them continues indefinitely. The Customer's obligations for YWS Business Information continue for three years after this Agreement ends.

10. General

- 10.1 No commitment.** This Agreement does not require either party to enter into any contract for Services.
- 10.2 Remedies.** A breach of this Agreement may cause harm that money alone cannot fix, so the injured party may ask a court for an injunction or other order, in addition to any other remedy.
- 10.3 Other contracts.** If the parties sign a separate contract or purchase order for the Services, this Agreement continues to apply. If they conflict, the term that gives greater protection to Customer Materials and Personal Information governs.
- 10.4 Governing law.** This Agreement is governed by the laws of Ontario and the federal laws of Canada that apply there. The parties agree to the courts of Ontario.
- 10.5 Entire agreement.** This Agreement is the parties' entire agreement about confidentiality and replaces any earlier understanding on that subject. Any change must be in writing and signed by both parties.
- 10.6 Severability.** If any part of this Agreement is found unenforceable, the rest remains in effect.
- 10.7 Assignment.** Neither party may assign this Agreement without the other's written consent, which will not be unreasonably withheld.
- 10.8 Signing.** This Agreement may be signed in counterparts and electronically, and each signed copy is an original.

SIGNED by the parties as of the Effective Date.

YES, WE SCAN!

Signature_____

Name_____

Title_____

Date_____

I have authority to bind this party.

CUSTOMER

Signature_____

Name_____

Title_____

Date_____

I have authority to bind this party.



SCHEDULE A

Project Details (optional)

Completing this schedule helps Yes, We Scan! handle the Customer's records exactly as the Customer needs. It forms part of the Agreement once both parties initial it.

Description of the records (type, approximate volume, date range)	
Format(s) (paper, bound books, maps or plans, microfilm, photos, digital files)	
Contains personal or health information?	☐ No ☐ Yes ☐ Unsure
Special handling (fragile, unbinding allowed, originals to be shredded, etc.)	
Pickup and return arrangements	
Retention of digital copies by YWS after delivery	☐ Delete within 30 days (default) ☐ Other: _____
Customer contact for privacy or security matters	

Initials: YWS _____ Customer _____