

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the "Agreement") made in duplicate, regarding transcription services provided by the Contractor to _____ (the "Client"), is effective as of _____ 2011;

BETWEEN:

VIDEOPLUS TRANSCRIPTION SERVICES
hereinafter referred to as the "Contractor"

- and -

NAME OF TYPIST/PROOFER

hereinafter referred to as the "Provider"

WHEREAS the Contractor has entered into an agreement with _____ ("the Client") for the provision of transcription services regarding audio and videotaped interviews ("confidential data");

AND WHEREAS the Provider is providing transcription services to the Contractor;

AND WHEREAS from time to time the Provider will be transcribing audio and videotaped interviews ("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 Provider, in consideration for being given the opportunity to provide transcription services regarding confidential data, agrees as follows:

1. The Provider will keep all confidential data it receives from the Contractor confidential. Without limiting the generality of the foregoing, this shall include all information and confidential data that originates from the Client. The Provider will keep all confidential

data secure and shall only copy confidential data if essential for the provision of transcription services.

2. The Provider acknowledges and agrees that all information submitted by the Contractor to the Provider is governed by the *Freedom of Information Protection of Privacy Act, R.S.O. 1990, c. F. 31*, as amended (“FIPPA”). Any materials created by the Provider in the course of providing services for the Client, may be subject to disclosure under FIPPA. The Provider agrees to provide all such materials and information to the Client on demand for the purpose of an access request or if a privacy issues arises.
3. The Provider 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 Provider shall, at the request of either the Client or the Contractor, provide either the Client or the Contractor with written confirmation that all such data has been so returned or destroyed.
4. The Provider 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 data bases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so.
5. The Provider agrees to implement other specific security measures that in the reasonable opinion of the Client would improve the adequacy and effectiveness of the Provider’s measures to ensure the security and integrity of confidential data.
6. The Provider will not, during the course of providing transcription services for the Client, disclose, divulge or communicate to any person, firm or corporation any information of which the Provider becomes aware of 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 Provider 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 Provider will promptly deliver to the Contractor all confidential data originating from the Client whether that be in hard copy or magnetic media, and that is in the Provider's possession or under the Provider's control.
- 10. The Provider's obligations under this Confidentiality Agreement are to remain in effect perpetually and will exist and continue in full force and affect notwithstanding that the Provider is no longer providing transcription services to the Contractor.

TO EVIDENCE THEIR AGREEMENT, THE PARTIES HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE: _____

SIGNED, SEALED AND DELIVERED)
 in the presence of)

 Witness)

_____)

DATE: _____

) **VIDEOPLUS**
) **TRANSCRIPTION SERVICES**
) per:
)
)
) _____

VIDEOPLUS TRANSCRIPTION SERVICES

- and -

CONFIDENTIALITY AGREEMENT

D. Kevin Davis

WATEROUS, HOLDEN, AMEY, HITCHON

Barristers & Solicitors

20 Wellington Street

Brantford, Ontario

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