

Appendix 2: General Confidentiality Agreement

Canadian Task Force on Preventive Health Care Confidentiality Agreement

Name: _____

Organization (if applicable): _____

1. The above individual acknowledges that they shall:

- (a) keep all the documents and information that the above individual may receive from the Canadian Task Force on Preventive Health Care (Task Force), St. Michael's Hospital (SMH), the Evidence Review and Synthesis Centre (the ERSC) and the Public Health Agency of Canada (the Agency) strictly confidential;
- (b) not use any Confidential Information for any purpose other than those indicated by the Task Force;
- (c) not disclose any Confidential Information to any third party without the prior written consent of the Chair of the Task Force, and in the event that such disclosure is permitted, the above individual shall procure that said third party is fully aware of and agrees to be bound by these undertakings.

2. No Waiver of Privilege - The above individual acknowledges that the Confidential Information is the property of the Task Force (and as some cases may allow, a third party), and that none of the latter intend to and do not waive, any rights, title or privilege they may have in respect of any of the Confidential Information.

3. Specific Exclusions - The above individual's obligation to protect Confidential Information hereunder does not apply to Confidential Information which, even if it may be marked "confidential", in the following circumstances:

- (a) IN PUBLIC DOMAIN - the information was legally and legitimately published, or otherwise part of the public domain (unless due to the disclosure or other violation of this Confidentiality Agreement by the above individual);
- (b) ALREADY KNOWN TO THE above individual - the information was already in the possession of the above individual at the time of its disclosure to the above individual and was not acquired by the above individual, directly or indirectly, from the Task Force, SMH, the ERSC nor the Agency;
- (c) THIRD PARTY DISCLOSES - the information becomes available from an outside source who has a lawful and legitimate right to disclose the information to others;

(d) INDEPENDENTLY DEVELOPED - the information was independently developed by the above individual without any of the Confidential Information being reviewed or accessed by the above individual.

4. The above individual acknowledges that there are no conflicts of interest or if there are, that they are indicated on the current Disclosure Form on file at the Jewish General Hospital.

Signature..... Date

Print Name

This form expires two (2) years from date of signature

V06 May 2020