

**PABINEAU FIRST NATION
EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Agreement is made between _____
(the "Employee") and the Pabineau First Nation ("First Nation").

- 1) This Agreement is a fundamental term of employment.
- 2) The Employee is employed by the First Nation, provides important services relating to the First Nation's activities and has access to sensitive and valuable information owned by the First Nation or held by the First Nation ("Confidential Information"), which may be in electronic, paper and any other format, including but not limited to:
 - a) personal information belonging to First Nation members and other people with whom the First Nation normally conducts its day to day business;
 - b) information related to:
 - i) personnel matters and other information regarding Pabineau employees;
 - ii) Aboriginal, Treaty and other legal rights;
 - iii) Governance;
 - iv) trade, economics and commerce;
 - v) the provision of programs and services; and
 - vi) negotiations and agreements with the Crown and industry.
- 3) The Employee hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her own benefit or the benefit of others, nor, disclose or divulge to others, any such Confidential Information.
- 4) Upon termination of employment, the Employee will return to the First Nation, all documents and any copies relating to Confidential Information and relating to the First Nation's business including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, contact lists, computer programs, drives, discs, tapes and all other materials and all copies of such materials, obtained by the Employee during employment in any format.

- 5) Violation of this agreement by the Employee may result in disciplinary action being taken by the First Nation, including dismissal from employment without notice.
- 6) The Employee agrees and confirms that if he or she violates this agreement the First Nation will suffer irreparable harm not compensable in monetary damages that will entitle the First Nation to all available legal remedies, including solicitor's fees and costs.
- 7) The obligations of the Employee under Sections 3 and 4 of this Agreement shall survive any termination of this Agreement and the termination of the Employee's employment.
- 8) This agreement shall be governed by the laws of Canada and New Brunswick.
- 9) If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
- 10) The rights and obligations of the Employee herein are entirely personal to the Employee and for the benefit of or the responsibility of the Employee and may not be assigned, delegated or transferred by him or her but shall be enforceable by the First Nation against any assignee, voluntary or otherwise, including a personal representative.
- 11) This instrument constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this instrument. This Agreement may not be modified except in writing signed by the parties.
- 12) Any notice to be given to any of the parties to this Agreement shall be deemed to have been validly delivered if hand delivered, sent by courier, sent and confirmed by facsimile, or sent by registered mail to the parties at their respective addresses listed below:

To the Employee:

To the First Nation:

The Chief and Council, Pabineau First Nation
1290 Pabineau Falls Rd.
Pabineau First Nation, NB E2A 7M3

Signed at Pabineau New Brunswick

On the _____ day of _____, _____.
(date) (month) (year)

Employer:

Employee:

per (Signature)

(Signature)

(Print name and supervisory position held)

(Print name)

Witness:

(Signature)

(Signature)

(Print witness name)

(Print witness name)