



## *Confidentiality Undertaking and Pledge*

The undersigned solemnly pledges to The Board of Trustees of Chinook's Edge School Division No. 73 (CESD) that he or she will not disclose to a third party the details of any information that is disclosed to the him or her in his or her capacity as an employee of CESD which is described as confidential information or which the undersigned should reasonably consider to be confidential in relation to CESD, its staff, students, parents, and other persons other than in the course of carrying out his or her duties and then only to the extent required to carry out those duties.

The undersigned agrees that if an attempt is made by any authority to compel disclosure of confidential information the undersigned shall advise CESD of any proceeding of which he or she is aware that may result in compelled disclosure and use reasonable efforts to prevent or limit such disclosure if requested by CESD to do so, with the cost of such efforts, including solicitor and client costs of the undersigned being borne by CESD. CESD may undertake any action against any third party seeking disclosure that it considers in its interests to attempt to prevent or limit disclosure, but CESD shall not take any action against the undersigned from whom disclosure is sought in the course of or ancillary to so doing.

The undersigned acknowledges that CESD is subject to the Freedom of Information and Protection of Privacy Act in force in Alberta. The undersigned acknowledges that the provisions of that Act may require that certain information not be disclosed or may, on the other hand, require disclosure of certain information by CESD. Notwithstanding anything else contained herein, the undersigned will not do or permit any other person to do anything that will result in any penalty or sanction of any kind being imposed on CESD as a result of disclosure or attempts to limit or prevent disclosure.

The undersigned agrees that receipt of information in the capacity of an employee of CESD constitutes acceptance of the terms of this confidentiality undertaking on the part of the undersigned and agrees that this confidentiality undertaking is binding as a matter of contract and not a mere recital of intent, it being agreed that the promises contained herein and the exchange of information to the undersigned constitutes good and sufficient consideration.

The undersigned agrees that a proven breach of this confidentiality undertaking will be considered to be of the utmost seriousness and will constitute a fundamental breach of the terms of employment of the undersigned that will lead to disciplinary action up to and including termination of employment. CESD is entitled to all remedies available at law or in equity to enforce or seek relief in connection with a breach of this confidentiality undertaking provided that all monetary damages shall be limited to actual direct damages.

The undersigned agrees that this confidentiality undertaking shall be in full force and effect both during and after the employment of the undersigned by CESD.

The provisions of this confidentiality undertaking shall not apply to information that is now or hereafter becomes part of the public domain through no fault of the undersigned or which was known to the undersigned other than through his or her employment.

Dated at the Town of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Ray Hoppins  
Associate Superintendent – People Services