

**CONFIDENTIALITY ACKNOWLEDGMENT AND UNDERTAKING**  
**WAIVER OF MORAL RIGHTS**

TO: **MANITOBA HYDRO**

I, \_\_\_\_\_, am a(n) [contractor/employee/subcontractor/employee of a subcontractor] of [*insert Contractor name*], (“the Contractor”) which has been engaged by Manitoba Hydro (“Hydro”) under [*insert Contract reference*] (“the Agreement”) to perform [*describe nature of services*] services (“the Work”).

1. I have been made aware of the confidentiality, conflict of interest and anti-corruption obligations set out in the Agreement, [*where applicable* Manitoba Hydro’s Standards of Conduct Training,] and in Manitoba Hydro corporate policies (“Policies”) applicable to the work that I will perform.
2. I acknowledge that “Information Assets” includes and/or means:
  - (a) Hydro information and data in any form, medium, format or location including information created or received by me in the performance of the Work;
  - (b) Intellectual property owned or controlled by Hydro;
  - (c) Electronic and digital communications (and recordings) regarding Hydro business including but not limited to email, voice mail, facsimile, text, and web conferencing applications;
  - (d) Hydro’s computing and communications equipment, devices and applications;
  - (e) Hydro’s computer networks and gateway access, including controls, to the internet, contractors, affiliates, partners, regulatory agencies and other external organizations;
  - (f) Personal information, as defined by The Freedom of Information and Protection of Privacy Act (Manitoba) (“FIPPA”) in the deemed custody or control of Hydro; and
  - (g) Anything discovered, invented, developed, produced or created by me in performing the Work, tangible or intangible, in any form, format or medium and, without limitation, all deliverables under the Agreement.
3. I agree that and undertake to:
  - (a) Comply with the obligations in the Agreement regarding confidentiality, the use of Information Assets, conflicts of interest and anti-corruption;
  - (b) Comply with the Policies [*where applicable* and the Standards of Conduct] in performing the Services;
  - (c) Notify Manitoba Hydro in writing immediately if I discover or suspect, by any person,

Contractor Employee – Acknowledgement, Undertaking & Waiver

[Insert Contract Reference]

actual or attempted unauthorized access, use, modification, transfer, copying, reproduction of Information Assets or the misuse of, attack upon, threat to Information Assets.

(d) Upon ceasing to perform the Services for any reason or upon request of Manitoba Hydro:

- (i) immediately stop using or accessing Information Assets;
- (ii) return all Information Assets, including the means of access thereto, to Manitoba Hydro; and
- (iii) where instructed by Manitoba Hydro, delete, erase or destroy Information Assets, and

(e) Do all acts and things and execute from time to time all such documents and assurances as may be necessary to protect the confidentiality, integrity, and availability to Manitoba Hydro, of Information Assets.

4. I acknowledge and agree that a breach by me of these undertakings will amount to a breach of the Agreement as a whole and will cause Manitoba Hydro irreparable loss and damage.

5. To the extent that I am the inventor or author of any invention and/or work created in performing the Work, I hereby unconditionally and irrevocably:

- (a) Assign to Manitoba Hydro, its successors, assigns, and licensees, the entire right, title, and interest in and to such invention and/or work; and
- (b) Waive in favour of Manitoba Hydro, its successors, assigns, and licensees, any and all moral rights that I may have in connection with such invention and/or work, including the right to be associated with the invention and/or work and the right to the integrity of the invention and/or work.

DATED at the [City/Town/Village/Postal District] of \_\_\_\_\_ in the Province  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

\_\_\_\_\_ )

\_\_\_\_\_ )

Witness Signature

\_\_\_\_\_(SEAL)

Signature of Acknowledger

Witness Name & Title: \_\_\_\_\_

**The Acknowledger creates a seal by circling the word SEAL above, or attaching a red seal sticker, beside their signature.**