

# CONSULTANT CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made

BETWEEN: *Common Ground Mediation & Consulting*  
(the “Consultant”)

AND: **Name of the Client**  
(the “Client”)

WHEREAS, the Consultant has been engaged in the performance of work for the Client under Contract # **xxx**, specifically

**DESCRIPTION OF THE NATURE OF THE ENGAGEMENT/SCOPE OF WORK;**

and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, the Consultant and the Client wish to evidence by this Agreement the manner in which said confidential and proprietary information will be treated,

NOW, THEREFORE, it is agreed as follows:

## 1. PROPRIETARY INFORMATION

The consultant acknowledges that all documentation received from the Client and documentation produced by the Consultant (“Proprietary Information”) are confidential and proprietary to the Client; and the Consultant agrees to use reasonable care, the same being not less than that employed to protect the Consultant’s own proprietary information, to safeguard the Proprietary Information to prevent the unauthorized use or disclosure thereof.

## 2. NON-DISCLOSURE

The Consultant shall disclose or give access to Proprietary Information only to such persons having a need-to-know connection with the Consultant’s engagement and for use in connection therewith; and similarly the Consultant shall treat all information obtained during the course of engagement as confidential and disclose or share that information only with such persons having a need-to-know connection with the subject matter of the engagement.

3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4. TERMINATION

The Consultant shall, upon termination of its engagement under the contract with the Client return any and all Proprietary Information, including any copies or reproductions thereof in the Consultant's possession or control.

5. WORK PRODUCT

The Consultant shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

CONSULTANT

CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date