



## Board Policy 8 - Appendix C

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### **CONFIDENTIALITY AGREEMENT - AUDIT COMMITTEE PUBLIC MEMBERS**

This Confidentiality Agreement ("Agreement") is made and effective the

\_\_\_\_\_ by and between Black Gold School Division and

Date

\_\_\_\_\_, the Audit Committee Member.

Name

#### 1. Confidential Information

Black Gold School Division proposes to disclose information to the Audit Committee Member that is confidential in nature. Such information could be disclosed to the Audit Committee Member by the Division orally, electronically or in writing.

#### 2. Audit Committee Member's Obligations

2.1 As it may be difficult to determine which information received by the Members of the Audit Committee is confidential, the Member agrees that all information is to be considered confidential to Black Gold School Division. The Audit Committee Member agrees not to use any information received other than for the purposes of its role with Black Gold School Division, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Audit Committee Member will not disclose, publish or otherwise reveal any information received from Black Gold School Division and its auditors to any other party whatsoever except with the specific prior written authorization of the Black Gold Board.

2.2 The information received in tangible form shall not be duplicated by the Audit Committee Member except for purposes of this Agreement. Upon the request of Black Gold School Division, the Member shall return all information received in written or tangible form, including copies, or reproductions containing such information, within ten (10) days of such request. At the Audit Committee Member's option, any documents developed by the Member may be destroyed by the Member. The Audit Committee Member shall provide a written certificate to the Black Gold Board regarding its destruction within ten (10) days thereafter.

3. Term

The non-disclosure and confidentiality obligations of the Audit Committee Member are ongoing and survive any termination, removal, expiry or resignation of the Audit Committee Member from the Audit Committee. In the event an Audit Committee Member wishes to disclose confidential information arising from or relating to the Audit Committee, he/she must first receive written permission to disclose said information from both the Superintendent of Schools and the Associate Superintendent – Business & Finance. Otherwise, the information shall not be disclosed by the/a Audit Committee Member unless required by law or a court order.

4. Other Information

The Audit Committee Member shall have no obligation under this Agreement with respect to information which is or becomes publicly available without breach of this Agreement.

\_\_\_\_\_  
Signature of Audit Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Associate Superintendent,  
Business and Finance

\_\_\_\_\_  
Date