



## DATA USE AND CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** made in duplicate as of the 25 of October 2020 until 24 of October 2021.

### **BETWEEN:**

**Service New Brunswick,**

a Crown corporation with head offices at 850 Lincoln Road,  
Fredericton, NB E3B 4Z7  
(hereafter called "SNB")

### **OF THE FIRST PART**

-and-

**City of Saint John,**

15 Market Square, Saint John, New Brunswick, E2L 4L1  
A body corporate located in the County of Saint John and  
incorporated under the laws and regulations of the  
Province of New Brunswick.  
(hereafter called "Saint John")

### **OF THE SECOND PART**

**WHEREAS** pursuant to section 23(4.1) of the Assessment Act, the Director may release information contained in the real property assessment list to any person or body that the Director considers appropriate if the person to whom the information or documentation is released agrees in writing that the information or documentation will be restricted to use in the assessment functions of that government.

**AND WHEREAS** the parties are entering into this agreement whereby Saint John will be supplied with certain Confidential Information belonging to SNB for the purpose of performing city business functions and delivering municipal services.

**AND WHEREAS** for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below, the parties agree to enter into a confidential relationship with respect to the disclosure of this Confidential Information.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the parties agree as follows:

1. **(a) Definition of Confidential Information.** For purpose of this Agreement, "Confidential Information" includes but is not limited to any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or confidential that is disclosed to Saint John.  
**(b) Exclusion From Confidential Information.** Saint John's obligations under this Agreement do not extend to information that is:
  - (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Saint John;
  - (ii) discovered or created by Saint John before disclosure by SNB;
  - (iii) learned by Saint John through legitimate means other than from SNB or SNB's representatives; or
  - (iv) is disclosed by Saint John with SNB's prior written approval.
2. The parties acknowledge that each is bound by the provisions of privacy legislation in force from time to time with respect to the provision of this Agreement, including but not limited to the *Right to Information and Protection of Privacy Act c. R-10.6*; or any other applicable privacy legislation in effect from time to time.
3. The Confidential Information is provided on an "as is" basis and SNB makes no representations or warranties whatsoever with respect to the Information, whether expressed or implied, in relation to the Information and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose.

#### **Obligations of Saint John.**

4. **(a) Strict Confidence.** Saint John shall hold and maintain the Confidential Information in strictest confidence. Saint John shall carefully restrict access to Confidential Information to parties with a "need-to-know", or in response to a subpoena, warrant, order, or demand of a Canadian court of law.

**(b) Use.** Saint John shall use the Confidential Information only for the purpose of performing city business functions and delivering municipal services.

Saint John shall not, without prior written approval of SNB, use for Saint John's own benefit, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of SNB, any Confidential Information.

**(c) Notification.** Saint John shall notify SNB's Property Assessment Services Director of Gama and System Support immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Saint John will cooperate with SNB in every reasonable way to help SNB regain possession of the Confidential Information and prevent its further unauthorized use or disclosure, and to cooperate with SNB's investigation of the circumstances surrounding its loss.

5. **Time Periods.** The parties agree that this Agreement shall begin on the date of signing. The nondisclosure provisions of the Agreement shall survive the termination of this Agreement.
6. **Relationships.** Nothing contained in the Agreement shall be deemed to constitute the Service Provider an employee of SNB for any purpose.

- 7. No Assignment.** Neither this Agreement nor any rights or obligations hereunder, in whole or in part, may be assigned by a party without the prior written consent of the other party.
- 8. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- 9. Entire Agreement.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 10. Applicable Law.** This Agreement will be governed by the laws of the Province of New Brunswick and the federal laws of Canada. The parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick.
- 11. Waiver.** A waiver must be made in writing and signed by the party claimed to have waived or consented. Such waiver and consent will not be considered a waiver of any other right. Any waiver does not prevent the party who has waived from insisting on compliance at a later date.
- 12. Execution.** This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

**Service New Brunswick**

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Name: Stephen Walsh  
Title: PAS System Support Manager

**City of Saint John**

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Name: Don Darling  
Title: Mayor

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Name: Jonathan Taylor  
Title: Common Clerk



## Schedule "A" – Data to be Provided by SNB to Saint John

### Data Being Shared

FOR THE REGIONS OF SAINT JOHN AND KINGS COUNTY;

REGION, PAN, OWNER\_1, OWNER\_2, ADDRESS\_1, ADDRESS\_2, POSTAL\_COD, P\_LOCATION, P\_DESCRIPTION, P\_TYPE\_COD, SEQ\_NUMBER, PID, PID2, PID\_OVERFL, MAP\_SHEET, TAX\_AUTH, NBHD\_CODE, TAX\_CLASS, CURR\_ASSMT, TAX\_CREDIT, SUB\_UNIT, VOL\_NUM\_1, PAG\_NUM\_1, DOC\_NUM\_1, TRAN\_DAT\_1, TRAN\_TYP\_1, VOL\_NUM\_2, DOC\_NUM\_2, TRAN\_DAT\_2, TRAN\_TYP\_2, VOL\_NUM\_3, PAG\_NUM\_3, DOC\_NUM\_3, TRAN\_DAT\_3, TRAN\_TYP\_3, YEAR\_FIRST, STATUS, L\_TYP\_HOLD, SPEC\_ID\_CO, NUM\_UNITS, FLIP\_CODE, COUNTY, CUR\_NT\_LEV, CUR\_BIA\_TX, BLDG\_CLASS, BLDG\_AGE, P\_TYP\_CD2, P\_TYP\_CD3, P\_TYP\_CD4, P\_TYP\_CD5, P\_TYP\_CD6, P\_TYP\_CD7, P\_TYP\_CD8, P\_TYP\_CD9, P\_TYP\_CD10, STOREY\_HT, RES\_ASSMT, NRES\_ASSMT, CRED\_PORT