



## Companion Paws Non-Disclosure Agreement

### ***Purpose***

The purpose of this policy is to ensure that those who work or volunteer their time in service to Companion Paws (Canada) - CPC, and The LifeLine Canada Foundation (TLC) agree to maintain in confidence anything they learn about the Companion Paws examinations, processes or procedures.

### ***Policy***

Annually the volunteers, evaluators and trainers of CPC shall sign the following agreement:

In consideration for receiving certain confidential information in connection with providing services to or on behalf of CPC I, herein referred to as "Volunteer, Trainer and/or Evaluator", hereby agree and acknowledge:

### ***Confidential and Proprietary Information***

For purposes of this Agreement, "Confidential Information" means all information and materials, in whatever form, whether tangible or intangible, disclosed by Companion Paws or The LifeLine Canada Foundation or any of its authorized representatives to Volunteer or Evaluator, or to which Volunteer, Trainer or Evaluator otherwise gains access as a result of volunteering or working for Companion Paws or The LifeLine Canada Foundation, pertaining in any manner to the activities of Companion Paws and The LifeLine Canada Foundation or its affiliates, consultants, members, or any person or entity to which Companion Paws and The LifeLine Canada Foundation owes a duty of confidentiality, whether or not labeled or identified as proprietary or confidential. All proprietary information of Companion Paws and The LifeLine Canada Foundation that is not known generally to the public is Confidential Information. Without limiting the generality of the foregoing, the following are deemed Confidential Information:

- Ideas for research and development;
- Information submitted in the investigation of complaints or involving ethics cases;
- Computer records and software (including software that is proprietary to third parties);
- Any other information which Companion Paws Canada and The LifeLine Canada Foundation must keep confidential as a result of obligations to third parties;
- Information regarding the administration of components of the certification programs;



- Exam-related technologies and components;
- Item content, characteristics, development or other aspects of the examinations and their development, maintenance and administration;
- Identities of Certificants, candidates, customers, suppliers, or third party contractors, including without limitation any media, advertising, or public relations firms;
- The Companion Paws and The LifeLine Canada Foundation e-mail distribution list(s);
- Human resources data and information about employees, contractors and other volunteers;
- Cost and other financial data;
- Polling and focus group information;
- Any goods or services Volunteer or Training and Home Provider provides to Companion Paws and The LifeLine Canada Foundation under this Agreement.
- Any other information to which Volunteer or Evaluator has access while involved in the Companion Paws and The LifeLine Canada Foundation activities.
- Pictures and Videos of Companion Paws dogs are only permitted without individuals unless the Companion Paws and The LifeLine Canada Foundation Waiver has been signed and initialed

### ***Non-Disclosure***

- Volunteer, Trainer or Evaluator agrees not to, without prior written consent from Companion Paws and The LifeLine Canada Foundation, divulge any Confidential Information to third parties or copy documents containing any Confidential Information. In no event, shall Volunteer, Trainer or Evaluator use Confidential Information in a manner that is in any way detrimental to Companion Paws and The LifeLine Canada Foundation.
- Volunteer, Trainer or Evaluator agrees to maintain the confidentiality of all Confidential Information and not misuse, misappropriate, or disclose in writing, orally or by electronic means, any Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of service to Companion Paws and The LifeLine Canada Foundation.
- Volunteer, Trainer or Evaluator acknowledges and agrees that all Confidential Information and similar items whether maintained in hard copy, electronically or on-line relating to Companion Paws and The LifeLine Canada Foundation's business shall remain exclusively the property of Companion Paws and The LifeLine Canada Foundation and shall only be used by Volunteer, Trainer or Evaluator for the purpose(s) permitted by the Companion Paws and The LifeLine Canada Foundation.
- Volunteer, Trainer or Evaluator further agrees that upon termination of service with Companion Paws and The LifeLine Canada Foundation, Volunteer, Trainer or Evaluator shall return within ten (10) business days all documents, files, electronic or otherwise, and property comprising Confidential Information of Companion Paws



and The LifeLine Canada Foundation and all copies, electronic or otherwise, thereof relating in any way to Companion Paws and The LifeLine Canada Foundation's business, or in any way obtained during the course of service. Volunteer or Evaluator further agrees that no copies, electronic or otherwise, notes or abstracts of the foregoing shall be retained and that all information will be returned not destroyed.

### ***Volunteer, Trainer or Evaluator Conflict of Interest***

- Volunteer, Trainer or Evaluator shall avoid personal and professional conflicts of interest in all matters pertaining to the Companion Paws Certification program. Conflicting interests may include but are not limited to such areas as financial, personal relationships, and/or professional relationships.
- If a situation arises where it is unclear as to whether a conflict of interest exists, Volunteer, Trainer or Evaluator shall discuss the issue with the Chief Executive Officer of The LifeLine Canada Foundation.
- Depending on the type of volunteer work or employed work required from the individual, a Volunteer, Trainer or Evaluator may be asked to sign the Companion Paws and The LifeLine Canada Foundation Conflict of Interest Policy prior to commencing service with Companion Paws and The LifeLine Canada Foundation.

### ***Volunteer, Trainer or Evaluator Code of Conduct***

From the work and integrity of our organization and the services they provide, people will determine our reputation and ability to make an impact on the well-being of dogs and their handlers. The obligation of evaluators, trainers and volunteers to those we represent and serve will best be achieved through a common Code of Conduct to guide our professional practice. Therefore, compliance with this Code of Conduct is a requirement for all Companion Paws volunteers, trainers and evaluators.

- Volunteer, Trainer or Evaluator shall act fairly and be impartial and unbiased in their service to the Companion Paws and The LifeLine Canada Foundation and to the population of Certificants and candidates.
- Volunteer, Trainer or Evaluator shall conduct themselves in a professional manner during the conduct of certification business and shall treat all stakeholders with courtesy and respect. Volunteer, Trainer or Evaluator shall not speak or act on behalf of Companion Paws and The LifeLine Canada Foundation without proper written authorization from The LifeLine Canada Foundation.
- Volunteer, Trainer or Evaluator shall support the decisions of Companion Paws and The LifeLine Canada Foundation.
- Volunteer, Trainer or Evaluator shall participate in the activities required of them to fulfill their charge(s) and serve the mission Companion Paws and The LifeLine Canada Foundation.



- Volunteer, Trainer or Evaluator shall be an advocate for the Companion Paws' certification programs and support its mission.
- Volunteer, Trainer or Evaluator shall acknowledge that failure to uphold and abide by the Volunteer, Trainer or Evaluator Code of Conduct may result in removal from participation in the Companion Paws program and Volunteer, Trainer or Evaluator shall willingly accept their termination as discussed in the next section.

**Each individual Volunteer, Trainer and Evaluator shall:**

1. When representing the LifeLine Canada Foundation, do so with professionalism, honesty, trustworthiness and respect.
2. Serve Companion Paws handlers or clients competently and proficiently with proper care, attention and encouragement.
3. Use professional judgment on behalf of each client or handler without regard to personal interests or interests of other clients or the desire of another person(s).
4. Be positive, calm and friendly at all times when communicating with The LifeLine Canada Foundation clients, handlers, trainers, evaluators, volunteers, assistants or anyone associated with The LifeLine Canada Foundation or our Companion Paws program. No yelling or aggression will ever be tolerated.
5. Where it is considered of benefit to the handler and/or dog, all communications between professionals with regard to clients and handlers shall be responsible, respectful, and effective while remaining confidential.
6. Co-operate with The LifeLine Canada Foundation and Companion Paws on any reported violation of our Code of Conduct.
7. All training techniques must be delivered in a positive reinforcement style manner and without using any tools that could cause harm, pain, fear or discomfort to the dog.

**Remedies**

- Violation of this Agreement will be grounds for termination of service with Companion Paws and The LifeLine Canada Foundation. A Committee Chair plus any two members of the Executive Committee may elect to remove a volunteer or training and home provider at any time.



- The provisions of this Agreement and Volunteer, Trainer and Evaluator obligations hereunder shall survive any expiration, termination, or rescission of this Agreement and remain even after Volunteer, Trainer or Evaluator relationship with Companion Paws and The LifeLine Canada Foundation ends. Except as provided herein, Volunteer, Trainer or Evaluator is prohibited from disclosing or using any confidential information in all circumstances, including but not limited to subsequent engagements or employment with third parties.
- This Agreement shall be binding upon Volunteer, Trainer or Evaluator and Volunteer, Trainer or Evaluator personal representatives and successors in interest, and shall inure to the benefit of Companion Paws and The LifeLine Canada Foundation, its successors and assigns.
- Volunteer, Trainer and Evaluator acknowledges that a violation of the terms of this Agreement may cause damage and harm to Companion Paws and The LifeLine Canada Foundation and that any such damage or harm will be difficult if not impossible to calculate in monetary terms and will be irreparable to Companion Paws and The LifeLine Canada Foundation. Volunteer, Trainer and Evaluator agrees that, upon notice from Companion Paws and The LifeLine Canada Foundation declaring a breach of this Agreement, Volunteer, Trainer or Evaluator shall immediately cease all further activities which are, or are claimed by Companion Paws and The LifeLine Canada Foundation to be, a breach of this Agreement. Companion Paws and The LifeLine Canada Foundation may also avail itself of any other remedies available by law.
- If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

---

Volunteer, Trainer or Evaluator Signature

---

Volunteer, Trainer or Evaluator's Name (Print)

Date: \_\_\_\_\_

