

CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date:

In order to protect certain confidential information which may be disclosed between them, the University of Ontario Institute of Technology (“University”) and the “Participant” identified below agree that:

1. The confidential information disclosed under this Agreement is described as:
All written and oral materials associated with the following proceedings:

PROGRAM:

NAME of student:

Supervisor/Co-Supervisors:

DATE:

TITLE OF THESIS:

2. A party receiving confidential information under this Agreement (“Recipient”) shall use the confidential information only for the purpose of:

Acting as an examiner and committee advisor on the above Exam.
3. A Recipient’s duty to protect confidential information disclosed under this Agreement expires two (2) years from the Effective Date.
4. A Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.
5. A Recipient shall have a duty to protect only that confidential information which is (a) disclosed by the Discloser and designated as confidential or proprietary or that, by the nature of the information or the circumstances surrounding it’s disclosure, ought, in good faith, to be treated as confidential or proprietary.
6. This Agreement imposes no obligation upon a Recipient with respect to confidential information which (a) was in the Recipient’s possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault

of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient; (e) is disclosed under operation of law; or (f) is disclosed by the Recipient with the Discloser's prior written approval.

7. Recipient agrees to keep in confidence and not to use the information for its commercial benefit or any other purpose except as described in paragraph 2.
8. Each Discloser warrants that it has the right to make the disclosures under this Agreement.
9. Neither party acquires any intellectual property rights under this Agreement except the limited right to use set out in paragraph 4 above. All confidential information remains the property of the Discloser and no license or other rights in the confidential information is granted hereby.
10. Neither party has an obligation under this Agreement to purchase any service or item from the other party.
11. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the confidential information. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
13. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
14. This Agreement is made under and shall be construed according to the laws of the Province of Ontario, Canada.

PARTICIPANT(S): *(attach extra participant pages as necessary)*

PRINT NAME

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AUTHORIZED
SIGNATURE

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TITLE

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DATE

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UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY:

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Name of Vice President,
Research and Innovation

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Signature

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Date

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Name of Vice-President,
Academic and Provost

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Signature

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Date

I/we have authority to bind the university.