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**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**  
**Canadian Glycomics Network – 2024 GlycoNet Grant Funding Applications**

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) dated

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN:

CANADIAN GLYCOMICS NETWORK

-AND-

\_\_\_\_\_  
(Reviewer Name) OF \_\_\_\_\_  
(Organization)

I, \_\_\_\_\_, (the “**Reviewer**”), on behalf of myself and my employer (if relevant), understand that I may have disclosed to me, become aware of, or otherwise learn of Confidential Information (as defined below) in my involvement in the review of the Grant Funding Applications submitted by research investigators (the “**Provider**”) to the **Canadian Glycomics Network (“GlycoNet”)**, a network funded by the Strategic Science Fund of Canada.

In consideration of the disclosure of Confidential Information to me in discussions regarding the Providers research, in writing or in any other form, the **Reviewer** agrees, for the benefit of **GlycoNet** and the **Provider** of the Confidential Information, not to disclose any of the Confidential Information to any third parties without the prior written consent of **GlycoNet** and the **Provider** of the Confidential Information, whose consent shall not be unreasonably withheld or delayed. Further, the **Reviewer** will take steps as may be reasonably necessary to prevent its unauthorized disclosure to others. The **Reviewer** agrees not to use the Confidential Information or exploit it for any purpose without the prior written consent of **GlycoNet** and the **Provider**.

For the purposes of this Agreement, “Confidential Information” means information that derives value from not being generally known or in which there is a legitimate interest in maintaining secrecy, and which may include abstracts, data, documents, know-how, manuscripts, posters concerning discoveries, research plans, scientific and business strategy, procedure, systems, development and results of the providers, but does not include information which:

- (a) is already publicly known at the time of its disclosure;
- (b) is lawfully received from a third party who is not under any obligation of confidentiality to the provider;
- (c) becomes publicly known through no fault of the undersigned or is published; and
- (d) is required to be disclosed under law or by court order, provided that the information becomes publicly known as a result of such disclosure.

At the request of the provider or **GlycoNet**, the **Reviewer** will return or destroy all documents containing Confidential Information and all copies thereof, without retaining a copy and will certify to **GlycoNet** that the **Reviewer** has done so.

The obligations in this Agreement respecting any element of the Confidential Information will terminate after 5 years from the date hereof.

**Accepted and Agreed:**

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

Signature of the **Reviewer**: \_\_\_\_\_

Printed Name of the **Reviewer**: \_\_\_\_\_

Title / Designation: \_\_\_\_\_

Organization / Group: \_\_\_\_\_