**NON DISCLOSURE AGREEMENT**

Company: [COMPANY NAME]

Address:

Telephone:

Fax:

- and -

University:  Concordia University

Address:  1455 de Maisonneuve Blvd. West, suite GM 620, Montreal, QC H3G 1M8

Telephone:  (514) 848-2830

Fax:  (514) 848-2830

Purpose:  To allow the instructor and teaching assistant(s) to grade, evaluate, and provide feedback on the student work with the company.

**1.  Background**

This Agreement establishes the obligations of the parties in relation to the Confidential Information disclosed or made available by either party or its Affiliates (the "**Disclosing Party**"), to the other party or its Affiliates (the "**Recipient**"), for the Purpose defined above.  "**Affiliate**" means any entity controlling, controlled by, or under common control with, a party.

**2.  Confidential Information**

 "**Confidential Information**" includes all information and materials that: (i) are designated as confidential on the occasion of the disclosure or (ii) a reasonable person, having regard to the circumstances, would regard as confidential.

2.2 Confidential Information does not include information that the Recipient can establish:

(a)  is in the public domain other than by a breach of this Agreement;

(b)  is independently developed by the Recipient;

(c)  was rightfully obtained by the Recipient, from a third party without, to the knowledge of the Recipient after due inquiry, violation of a duty of confidentiality; or

(d)  is transmitted to the Recipient, after the Disclosing Party has received written notice that the Recipient does not wish to receive further Confidential Information.

2.3  Neither party will be liable for disclosure of Confidential Information if disclosure is required by law, provided that the Recipient notifies the Disclosing Party of any such requirement as soon as possible after the Recipient becomes aware of it, so that the Disclosing Party may seek a protective order or other relief.

2.4 No rights or license to the Confidential Information are granted to the Recipient simply by the disclosure of the Confidential Information.

2.5 All materials supplied containing Confidential Information and all copies of those materials remain the exclusive property of the Disclosing Party.

2.6 All information provided is provided on an "as is" basis. The disclosing party makes no representation or warranty with respect to its accuracy.

**3.  Obligations**

3.1 The Recipient will:

(a) use the Confidential Information only for the Purpose and will not exploit the Confidential Information in any other manner;

(b) disclose Confidential Information only to its employees, subcontractors or agents who

have a need to know for the Purpose and are bound by a written contract to keep the Confidential Information of third parties confidential at least to the same extent as set

forth in this Agreement;

(c) use the same degree of care to protect the Disclosing Party's Confidential Information as

it would for its own Confidential Information and in any event no less than a reasonable degree of care; and

(d) upon demand, inform the Disclosing Party of the location of the Confidential Information and the measures that the Recipient has taken to preserve its confidentiality.

**4.  Remedies**

4.1 The parties acknowledge that Confidential Information is of value to the Disclosing Party and that disclosure or unauthorized use of that Confidential Information by the Recipient may cause irreparable injury to the Disclosing Party.  Consequently, the Recipient agrees that in addition to any other remedies that the Disclosing Party may have, the Disclosing Party will be entitled to seek injunctive and other equitable relief to prevent the breach or the further breach of this Agreement.

4.2  The Recipient agrees to reimburse the Disclosing Party for any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) incurred by the Disclosing Party as a result of any breach of this Agreement by the Recipient.

**5.  Term and Termination**

5.1 Once signed by both parties, this Agreement is effective as of the date of the last signature and will remain in effect for a period of three (3) years after the Effective Date.

5.2 The Recipient will maintain the Confidential Information in accordance with the terms of this

Agreement for a period of three (3) years from its receipt of the Confidential Information.

5.3 Either party may terminate this Agreement upon written notice to the other party of thirty (30) days. Notwithstanding any such termination, pending or in effect, the instructor and teaching assistant(s) must first be afforded the reasonable allowance to grade, evaluate and provide student feedback as per the Purpose of this Agreement.

5.4 The terms of this Agreement will continue to apply, after its expiry or termination, to all Confidential Information disclosed or made available prior to expiry or termination.

**6.  General**

6.1 This Agreement may only be modified by a writing signed by the authorised representatives of both parties.

6.2 Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

6.3 No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

6.4 Neither this Agreement nor the performance of the obligations under this Agreement will be

assigned by either party without the prior written consent of the other party.

6.5 This Agreement will be governed by the laws of the Province of Quebec and the laws of Canada applicable therein, without reference to the conflict of laws provisions, and the parties agree to submit to the jurisdiction of the courts of the Province of Quebec.

6.6 The relationship between the parties is that of independent contractors and does not create any right or authority to act on behalf of the other party.

6.7 All notices under this Agreement will be in writing and may be sent by overnight, pre-paid courier or by electronic copy or facsimile provided that a hard copy is also mailed to the addresses listed above.  Any such notice will be effective: on the first business day after delivery, if sent by electronic means or by facsimile; seven days from the date of mailing if sent by mail; or on the next business day, if sent by courier.

6.8 No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.

6.9 This Agreement may be executed in two or more counterparts, each of which together will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.  In the event that any signature is delivered by facsimile transmission or by e-mail

delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing or on whose behalf such signature is executed, with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

6.10 The parties hereto confirm that they have each required that this Agreement be drawn up in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

Company: [COMPANY NAME]

Name:

Title:

Date:

Signature:

University: Concordia University

Name: Mourad Debbabi

Title: Dean of Engineering and Computer Science

Date:

Signature: