



DEPARTMENT OF RESEARCH AND INNOVATION

**INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT
FOR STAFF AND STUDENTS EMPLOYED BY GEORGIAN COLLEGE**

WHEREAS Georgian College operates a Department of Research and Innovation, of which a purpose is to employ Georgian College students in applied research projects in furtherance of their vocational training,

AND WHEREAS the Undersigned is employed by The Georgian College of Applied Arts and Technology ("Georgian College"),

AND WHEREAS the Undersigned has agreed to work on the following Research and Innovation project (the "Project"):
GEO 1379 - Smart Beach
as assigned by Mira Ray

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned hereby covenants and agrees as follows:

Confidentiality

"Confidential Information" includes, but is not limited to, technical data, know-how, research, products, hardware, software, designs, inventions, ideas, processes, drawings, business plans, product implementations, financial information, marketing techniques, business operations and systems, pricing policies, information concerning employees, customers, and/or vendors disclosed.

The Undersigned acknowledges that in the course of employment, he/she may be entrusted with Confidential Information that is the property of Georgian College or the property of a party undertaking a research project with Georgian College ("Collaborator").

The Undersigned acknowledges and agrees that disclosure of such Confidential Information to any actual or potential competitor of or to the general public may be harmful to Georgian College and/or the Collaborator(s). The Undersigned therefore agrees to maintain all such information in confidence and not disclose it to any party outside of the Department of Research and Innovation. The obligations of confidentiality hereunder do not extend to any information that:

- (a) was in his/her possession before employment by Georgian College;
- (b) is or becomes a matter of public knowledge through no fault of his/her own;
- (c) is rightfully received by him/her from a third party without a duty of confidentiality;
- (d) is disclosed under operation of law; or
- (e) is disclosed by him/her with Georgian College's prior written approval.

This covenant is not intended to restrict the right of the Undersigned to take with him/her any skills and/or general knowledge acquired in the course of employment. It is intended to restrict the use of confidential information that is the property of Georgian College and/or the Collaborator(s).

Ownership of Work Product (including Intellectual Property)

The Undersigned acknowledges and agrees that any work product, including but not limited to intellectual property developed in the course of employment, shall be the property of Georgian College and/or the Collaborator(s), as Georgian College may in its sole discretion determine, and the Undersigned hereby transfers and assigns any such rights to Georgian College.

Work product includes, but is not limited to, information, trade secrets, inventions, discoveries, improvements, research materials and databases made or conceived by Employee alone or with others during the course of Employee's employment or relating to the business or affairs of Georgian College or its Collaborators.

The Undersigned agrees to execute any assignments and/or acknowledgments as may be requested by Georgian College from time to time, including documents required for patent, copyright and industrial design registration, without any further remuneration.

Return of Property

Upon completion of the Project, or termination of employment, however caused, the Undersigned will return to Georgian College all property belonging to Georgian College and/or the Collaborator(s) including all Confidential Information (including all copies thereof), keys, manuals, computer software and hardware, correspondence, monies, cards and supplies which may be in Employee's possession.

Privacy

The Undersigned acknowledges and agrees that as an employee of Georgian College he/she must comply with the *Freedom of Information and Protection of Privacy Act (FIPPA)*, R.S.O. 1990, c. F.31.

Governing Law

This Agreement is governed by the laws of the Province of Ontario.

Dated this ____ day of _____

Signature _____

Name: Fangji Chen

The Georgian College of Applied Arts and Technology

Per: _____

Name: Dr. Mira Ray

Title: Executive Director, Interim Research, Innovation, and Entrepreneurship