

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is effective as of _____, 2017.

BETWEEN:

Saint Mary’s University, an educational institution incorporated under the laws of the Province of Nova Scotia and having offices at 923 Robie Street, Halifax Nova Scotia, B3H 3C3

(the “**University**”)

AND:

(name) _____, (address) _____
_____ (the “**Individual**”).

WHEREAS:

The Individual (“**Recipient**”) is enrolled in _____ at the University (“**Provider**”), and this course requires exposure to confidential information that has been supplied to the University by third parties. The third party organizations do not want their confidential information to be released publicly.

THE PARTIES AGREE AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

Provider will provide Recipient with information and materials concerning **data analytics** which are clearly marked as confidential or proprietary when first disclosed (“**Information**”) and include, without limitation, trade secrets, know-how, show-how, concepts, discoveries, inventions, research or technical data and other proprietary information or material (biological or otherwise). Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, Recipient is under no obligation to maintain the confidentiality of Information which Recipient can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of Recipient;
- (b) was in the possession of Recipient prior to its disclosure by the Provider to the Recipient;
- (c) was lawfully acquired by Recipient from a third party who was not under an obligation of confidentiality to Provider; or

- (d) is required by an order of a legal process to disclose, provided that Recipient gives Provider prompt and reasonable notification of such requirement prior to disclosure; or
- (e) was independently developed by employees, agents or consultants of the recipient who had no knowledge of or access to the discloser's information as evidenced by the recipient's records.

2. OWNERSHIP

The Information is and will at all times remain the exclusive property of Provider and/or its employees and/or a third party as applicable, and nothing in this Agreement grants the Recipient any right, title or interest in or to the Information.

3. NO REPRESENTATION OR WARRANTY

Recipient acknowledges and agrees that the Information is experimental in nature and that any use of the Information by Recipient will be at the sole risk and liability of Recipient. PROVIDER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ON THIRD PARTY PROPRIETARY RIGHTS. ALSO, PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING FROM ANY USE OF THE INFORMATION BY RECIPIENT EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

4. USE

Recipient will not use the Information for any purpose other than to perform academic exercises as instructed by the University. Recipient will not de-compile or reverse engineer the Information or use the Information to develop, or cause to develop, all or part of any process or product whether for internal use or for commercial purposes.

5. PERIOD OF USE

Recipient may use the Information for the purpose set out in section 4 for a period commencing on the date of this Agreement and ending two years thereafter unless terminated earlier by one party upon giving the other party at least 5 days written notice. At the end of such period or at the request of Provider, Recipient will return or destroy all copies of the Information, except that Recipient may provide a sealed copy of the Information to its legal counsel for archival purpose.

6. CONFIDENTIALITY

Recipient will use the same care and discretion to avoid disclosure of the Information as Recipient uses with its own similar information that the Recipient does not wish to disclose. Recipient will use such care and discretion to avoid disclosure for a period of 5 years from the date of this Agreement irrespective of the expiration or earlier termination of the period of use described in section 5.

7. NO WAIVER

No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Provider. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision.

8. ASSIGNMENT

Neither party may assign all or part of this Agreement without the prior written consent of the other party, whose consent will not be unreasonably withheld.

9. ENTIRE AGREEMENT AND COUNTERPARTS

This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the parties relating to its subject matter. This Agreement may be signed in counterparts and faxed to the other party or parties, and each counterpart, together with the other counterparts will constitute the entire Agreement.

10. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed under the laws of Nova Scotia and the applicable laws of Canada without reference to its conflict of law rules. Any action or proceeding brought to enforce the terms of this Agreement will be brought in a court in Nova Scotia, and the parties hereby consent and submit to the exclusive jurisdiction of such court.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

Saint Mary's University

by its duly authorized officer:

Signature: _____

Name: Dr. Adam Sarty

Title: Associate Vice President, Research

Individual

Signature: _____

Name: _____

The people responsible for delivering the course agree that they have read and will comply with the terms of this Agreement and agree to ensure that all participants are informed of the obligations under this Agreement.

UNIVERSITY'S SCIENTIST RESPONSIBLE FOR DELIVERING THE COURSE

Signature: _____

Name: Dr. Pawan Lingras

Title: _____