
MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made this **DAY** of **MONTH YEAR** (the "Effective Date").

BETWEEN:

DALHOUSIE UNIVERSITY, with its principal place of business at 6299 South Street, PO Box **Dalhousie**

- AND -

COMPANY., a body corporate, incorporated under the laws of **Jurisdiction** with its registered office at **Company Complete Address** **Company**

Party

Parties

BACKGROUND

A.

Researchers

Authorized Purpose

B. This Agreement provides the terms and conditions under which a disclosure or communication of certain confidential or proprietary information is made by one Party,

Disclosing Party

Receiving Party

connection with the Authorized Purpose.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement (the sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the meanings as set out below:

a) "**Confidential Information**" means any and all information directly or indirectly related

in writing to the Receiving Party by the Disclosing Party or gathered by the Receiving Party from inspection of any property, activities or facilities of the Disclosing Party, after the Effective Date, regardless of whether the information is specifically identified or embodied, including but not limited to:

i. discoveries, inventions, intellectual property, technical data, materials, biological materials, equipment, routes of synthesis, compounds, formulations, techniques, methodologies, assay systems, formulae, procedures, tests,

Confidential Information as is required pursuant to such Requirements. Any such required

limitation, any intellectual property right therein, now or hereinafter owned or controlled by the Disclosing Party, other than as expressly provided for in this Agreement.

16. Definitive Agreement. No contract or agreement providing for any transaction involving the Parties shall be deemed to exist between the Parties unless and until a final definitive agreement has been executed and delivered. Each Party agrees that unless and until a final definitive agreement regarding a transaction between the Parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to completing or negotiating such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of its respective directors, officers, employees, agents or any other representative except, in the case of this Agreement, for the matters specifically agreed to herein. Both Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to provide or not provide Confidential Information to the Receiving Party under this Agreement, to reject any and all proposals made by the other Party or any of its representatives with regard to a transaction between the Parties, and to terminate discussions and negotiations at any time.

17. Export Controls. Neither Party shall provide any Confidential Information to the other Party which contains any technology, information, product, technical data or software subject to export control laws of any country.

18. Term of this Agreement. This Agreement shall terminate on the Agreement Expiration Date set out in Schedule A but may be terminated by either Party by giving 30 days written notice to the other Party. Termination, however, shall not affect the rights and obligations arising under this Agreement with respect to Confidential Information disclosed prior to termination, including without limitation the confidentiality period set forth in paragraph 19 herein. The following provisions shall survive termination of this Agreement: Section 6 (Personal Information), Section 7 (No Warranty), Section 12 (Return of Confidential Information), Section 14 (Injunctive Relief), Section 15 (Ownership) and Section 20(b) (Governing Law).

19. Term of Confidentiality. Unless otherwise agreed to in writing, the Receiving Party shall not have any obligations of confidentiality under this Agreement after Confidentiality Expiration Date, provided that the Receiving Party remains in compliance with all laws protecting Personal Information.

20. General.

a) **Headings.** The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

b) **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada as applicable herein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Nova Scotia and the courts of the Province of Nova Scotia shall have the exclusive jurisdiction to entertain any action arising under

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CONFIDENTIALITY ACKNOWLEDGEMENT

To: DALHOUSIE PI NAME

Re: Mutual Non-Disclosure Agreement between COMPANY
University regarding describe Technology and research or subject matter.

I acknowledge that in the course of my involvement with Principal Investigator I may receive confidential information, and agree to do all things necessary to keep such information confidential, including:

- (i) Principal Investigator or the Company, regardless of whether the information is specifically identified or mar
- (ii) I will not collect, use, reproduce, store or disclose, the confidential information for any purpose except as instructed by the Principal Investigator;
- (iii) I will protect the confidential information, using the same degree of care, but no less confidential and proprietary information;
- (iv) I will segregate the confidential information from the confidential information of others (including my own) in order to prevent co-mingling;
- (v) I will notify the Principal Investigator if I suspect any unauthorized use or disclosure of the confidential information, and will co-operate in every reasonable way to help to regain possession of the confidential information and prevent its further unauthorized use; and
- (vi) I will return or destroy all originals, copies, reproductions and summaries of the

Dated at Halifax, NS, the Day of MONTH YEAR

Please type