

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:** \_\_\_\_\_, a  
(Student's full name)

student at the University of New Brunswick, Fredericton, Canada (hereinafter called « Student »)

**AND:** \_\_\_\_\_,  
(Client's full name)  
(hereinafter called « Client »)

**AT:** \_\_\_\_\_, New Brunswick, Canada.  
(Name of Location)

**WHEREAS** « Student » intends to participate in a Program with the assistance of « Client »;

**AND WHEREAS** the nature of the Program will be such that « Student » will become privy to information of a strategic and confidential nature concerning « Client »'s business operations and plans;

**NOW THEREFORE** the Parties undertake, covenant and agree as follows:

1. In the Agreement:
  - (a) "Confidential Information" shall include financial data, pricing information, business plans, drawings, know-how, inventions, prototypes, samples, devices, demonstrations, trade secrets, technical information, market information, customer lists and other data relating to the planning and operation of « Client »'s business.
  - (b) "Party" shall mean a party to this Agreement.
2. The Confidential Information and all rights to the Confidential Information, shall remain the property of « Client »; « Student » shall not deal with, use or disclose such Confidential Information for any purposes unless and until expressly authorized in writing to do so by:
3. The Confidential Information shall not be mechanically copied or otherwise reproduced, except for purposes of the Program. All copies shall, on reproduction, contain the same proprietary and confidential notices and legends that may appear on the original Confidential Information.

4. The exclusive point of contact with respect to delivery and control of Confidential Information disclosed hereunder is designated by:
5. The terms and conditions herein constitute the entire agreement and understanding of the parties and shall supersede all communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the Parties hereto. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
6. This Agreement shall be interpreted in accordance with the laws of the Province of New Brunswick.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

Student

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Witness

Client

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Witness