

## NON-DISCLOSURE AGREEMENT

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

**BETWEEN:** \_\_\_\_\_, Facilitator of the academic component of the Activator  
(Professor's full name)  
at \_\_\_\_\_, New Brunswick, Canada (hereinafter called « Professor »)  
(Name of University)

**AND:** \_\_\_\_\_, a  
(Client's full name)  
(hereinafter called « Client ») and having a place of business

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

**WHEREAS** « Client » intends to participate in a Program of with the assistance of « Professor » and one or more of his/her students and academic colleagues;

**AND WHEREAS** the nature of the Program and the planning sessions will be such that « Professor » 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 this 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 shall be accorded the same protection « Professor » apply to his/her own confidential information, and that of his/her employer.

3. « Professor » shall disclose the Confidential Information only to those employees or consultants who shall have a "need-to-know" the Confidential Information for the purposes of

the Program. Such persons shall be bound by written agreements of confidentiality and non-disclosure.

4. The Confidential Information shall not be mechanically copied or otherwise reproduced, except for purposes of this Program. All copies shall, on reproduction, contain the same proprietary and confidential notices and legends that may appear on the original Confidential Information.
5. The exclusive point of contact with respect to delivery and control of Confidential Information disclosed hereunder is designated by:
6. 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.
7. 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.

Client

Professor

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

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

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

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

Witness

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

Witness