

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made effective the ____ day of _____, 20____ (the "Effective Date").

BETWEEN:

UNIVERSITY OF NEW BRUNSWICK, a university incorporated under the laws of New Brunswick and having an office at 3 Bailey Drive, Room 215, Fredericton, New Brunswick, Canada E3B 5A3
(referred to as "UNB and/or the University")

OF THE FIRST PART

-and-

_____ (referred to as "Agent")

OF THE SECOND PART

WHEREAS the Agent recognizes:

- (a) that the New Brunswick Institute for Research, Data and Training (NB-IRDT), the Government of New Brunswick, and the University of New Brunswick are engaged in work involving research and policy development, utilizing the NB-IRDT Data Repository;
- (b) that during his/her period of association with NB-IRDT at UNB he/she may be exposed to and have an opportunity to learn about confidential information of third parties to whom NB-IRDT owes a duty of confidentiality. He/she acknowledges and agrees to maintain the confidentiality of any and all individuals in the data.

THEREFORE in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "Confidential Information" means any information, regardless of whether the information is specifically identified or marked as "Confidential", including but not limited to data sets, outputs, drafts of papers based on the output, any output arising from a formula, pattern, compilation, programme, method, technique, or process applied to or based on data sets, or information contained or embodied in a report, article, product, device or mechanism which:
- (a) is, or may be used in NB-IRDT operations, including but not limited to its function as an information manager, data platform or training facility; or
 - (b) is, or may be the subject of Data Sharing Agreements, Licensing Agreements or other commercial exploitation by NB-IRDT;
 - (c) is, or may be obtained from third parties (which most often includes an independent researcher or research team) pursuant to a duty of confidentiality on the part of NB-IRDT; or

(d) is, or may be developed from the results of work done under research contracts between University and third parties

but excludes information which:

- (a) is or becomes part of the public domain; or
- (b) is lawfully obtained from third parties other than pursuant to 1.1(c).

1.2 "Agent" means anyone who is a:

- (a) full-time, part-time or contract employee of NB-IRDT
- (b) research affiliate or research fellow of NB-IRDT as approved by UNB
- (c) researcher collaborating with member(s) of NB-IRDT in analyzing NB-IRDT databases, and all of the staff employed in their research projects
- (d) government officers of the Province of New Brunswick

ARTICLE 2 - CONFIDENTIAL INFORMATION

2.1 Agent acknowledges that Confidential Information is a special, valuable, and unique asset of University, and the Agent agrees at all times during the period of association with the University, and for an indefinite period thereafter:

- (a) he/she will keep in confidence all Confidential Information;
- (b) he/she will not directly or indirectly use the Confidential Information outside of the agreed upon terms in the Data Sharing Agreement; and
- (c) he/she will not directly or indirectly disclose any Confidential Information to any person or entity.

2.2 Agent warrants and confirms that he/she will not use, disclose to other parties, or induce other parties to use any trade secret, confidential information or documents belonging to other users of NB-IRDT during his/her period of association. The Agent represents and warrants that his/her research period will not require him/her to violate any obligation to or confidence with another.

ARTICLE 3 - RETURN OF MATERIALS AT TERMINATION

3.1 Upon completing the research studies, Agent will promptly deliver to the NB-IRDT Database Administrator all documents, data, records, copies, reproductions, summaries and other information pertaining to any Confidential Information, and Agent shall not take any documents or data, or any reproduction or excerpt of any documents or data containing or pertaining to any Confidential Information. The exception is material that has been vetted and approved for release from NB-IRDT according to NB-IRDT's policy in that regard. At the option of UNB, the Agent shall certify in writing that secure destruction of the Confidential Information, or any copies or reproductions thereof, has been conducted.

ARTICLE 4 – PUBLICATION OF RESULTS

- 4.1 All publications and reports using data from NB-IRDT must follow the NB-IRDT Dissemination of Research Findings Policy, which has been made available on the website go.unb.ca/fr-nbirdt.

ARTICLE 5- MISCELLANEOUS

- 5.1 If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement, and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof.
- 5.2 Agent acknowledges that he/she has had time to review the NB-IRDT Data Access, Security and Confidentiality Policy, NB-IRDT Dissemination of Research Findings Policy, and NB-IRDT Privacy Breach Policy and Procedures, which have been made available on the website go.unb.ca/fr-nbirdt, and fully understands the contents.
- 5.3 This Agreement shall be binding upon Agent whether or not his/her period of association was terminated for any reason and whether or not validly or for cause.
- 5.4 Article 2 hereof shall survive termination of this Agreement.
- 5.5 It is understood that no patent right or license is granted by this Agreement and that the disclosure of Information does not result in any obligation to grant either party any right in and to such Information.
- 5.6 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.
- 5.7 This Agreement is formed in accordance with and shall be governed by the laws of the Province of New Brunswick and shall be subject to the jurisdiction of the courts of New Brunswick.
- 5.8 Agent acknowledges that he/she has had time to review this Agreement. Agent acknowledges that he/she fully understands its contents and has had the opportunity of obtaining legal advice concerning its interpretation and effect on him/her.

[SIGNATURE PAGE TO FOLLOW]

Executed this _____ day of _____, 20 ____.

Witness for
University of New Brunswick

Vice President Research, Office of Research Services
University of New Brunswick

Witness for Agent

Agent

The information provided on this form is a confirmation of your understanding and agreement for the use of information held at NB-IRDT. It will be maintained and used to monitor and follow-up on ongoing and completed projects using information stored at NB-IRDT. It is collected in accordance with the NB *Right to Information and Protection of Privacy Act* (RTIPPA) and is required under the NB *Personal Information Privacy and Access Act* (PHIPAA). If you have any questions regarding the collection of personal data contact the University of New Brunswick Privacy officer.