



Date:

G:\Forms A. Bucchianico\4\_Legal\2001\_e\4\_16 Confidentiality.doc

**THIS IS A CONFIDENTIALITY AGREEMENT** made under and to be interpreted in accordance with the laws in force in the Province of Quebec, Canada.

**BETWEEN: NATIONAL RESEARCH COUNCIL OF CANADA** (called the "NRC")

Head Office 1200 Montreal Road  
Ottawa, Ontario K1A 0R6

Participating Institute Biotechnology Research Institute (BRI)  
6100 Royalmount Avenue  
Montréal, Quebec H4P 2R2

Contact:  
Telephone:

**AND: COLLABORATOR** (called the "Collaborator")

Business Address

Contact:  
Telephone:  
Fax:  
Email:

**IN CONSIDERATION** of the mutual covenants hereunder, the parties agree as follows:

1. **"Confidential Information"** means any confidential or proprietary information, either of a business or technical nature, disclosed by one party (called the "**Discloser**") to the other party (called the "**Receiving Party**") whether in electronic, written, graphic or other tangible form including physical objects, that is clearly marked "Proprietary" or "Confidential" or with an equivalent legend and any oral information provided it is reduced to written version that is marked as above and given to the Receiving Party within twenty (20) days of disclosure. The Confidential Information is related to the following: "**[project title]**".
2. Each Receiving Party shall use the Confidential Information of the Discloser only for the purpose of "**[business purpose]**" (called the "**Business Purpose**"). The Discloser agrees to stop any disclosure of Confidential Information if the Receiving Party so requests. Unless the Discloser gives its prior written consent, the Receiving Party agrees, for a period of "**[number of years]**" years "**if not filled in**" **10 years** from the date hereof, not to disclose any Confidential Information, including to any director, officer or employee of the Receiving Party, unless that individual needs the information for work in connection with the Business Purpose specified above and is legally bound to keep confidences. In protecting Confidential Information, the Receiving Party must use at least the same degree of care as it uses to protect its own information of a similar nature, but not less than a reasonable degree of care.
3. Upon expiry of the above number of years, or earlier if the Discloser so requests in writing, the Receiving Party must return all Confidential Information or destroy it and give the Discloser a written certificate confirming its destruction. Notwithstanding the foregoing, the Receiving Party's legal counsel, or a corporate officer in a position to make it inaccessible to operations personnel, may retain one sealed copy of all Confidential Information as a record of what was disclosed during the term of this Agreement.
4. The above obligations of the Receiving Party do not apply to information that can be proved to be:
  - (a) independently developed by the Receiving Party without reference to the Confidential Information of the Discloser;

\_\_\_\_\_ Collaborator  
(Initials)



- (b) received from a third party without breach of any obligation of confidentiality;
- (c) in the public domain at the time of its disclosure or that later becomes publicly available without breach of this Agreement; or
- (d) required to be disclosed by law, including in the case of NRC the *Access to Information Act*, provided that the Receiving Party first provides the Discloser with notice of such requirements and of its intent to disclose the information.

5. All Confidential Information is provided as is and remains the sole property of the Discloser. No right or licence, other than expressly contained herein, is granted in the Confidential Information by this Agreement or the disclosure of Confidential Information. The Discloser shall have no liability whatsoever for the use of the Confidential Information by the Receiving Party.

**SIGNED** by the Collaborator in duplicate at: \_\_\_\_\_ ,  
(City, Province/State)

**COLLABORATOR**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Name and title:

**SIGNED** by the NRC in duplicate at: \_\_\_\_\_ ,  
(City, Province/State)

**NATIONAL RESEARCH COUNCIL OF CANADA**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Dr. Michel J. Desrochers, Director General - BRI

\_\_\_\_\_ Collaborator  
(Initials)