

**NON-DISCLOSURE AGREEMENT**

**RELATED TO A SEMINAR OR A THESIS DEFENSE**

Agreement reached at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**BETWEEN** ON THE **ONE HAND** : **UNIVERSITY OF SHERBROOKE, a** legally constituted corporation, having a place of business at 2500, boul. University, Sherbrooke (Quebec) J1K 2R1,

 hereinafter referred to as "UNIVERSITY".

**AND** ON THE **OTHER HAND** : **SEE LIST OF SIGNATORIES.**

 hereinafter referred to as "RECIPIENTS".

**WHEREAS** Student's name has presented a seminar at the University of Sherbrooke, entitled: " Seminar title OR Thesis Defense", hereinafter referred to as "**Confidential Information**"**,** for academic approval;

**WHEREAS** Some of the information contained in the presentation of Name of student presentation is sensitive to the company that funded the project and may be subject to intellectual property protection by patent or copyright.

**TO THESE CONDITIONS,** the parties hereto agree as follows:

1.0 RECIPIENTS shall not use the **Confidential Information** provided for any purpose other than as agreed to herein without the prior written consent of the UNIVERSITY.

2.0 **Confidential Information** refers to any information within the submissions that may be the subject of a patent application and may include any information disclosed in written, graphic, verbal or physical form, including, but not limited to, scientific knowledge, know-how, processes, inventions, techniques, formulas, products, plans, biological material and/or software.

3.0 RECIPIENTS will not disclose the **Confidential Information** or any portion thereof to any other person, firm or corporation without the written permission of the University.

4.0 RECIPIENTS shall not reproduce or use the **Confidential Information** to make or sell any marketable product or technology unless a license to do so is granted between the parties.

5.0 The above obligations of secrecy, use and non-disclosure do not apply to any information provided by the UNIVERSITY, to the extent that RECIPIENTS can prove:

5.1 by means of a written document from a third party, that he or she was lawfully in possession of such information prior to receiving it from the UNIVERSITY and did not acquire it directly or indirectly from the UNIVERSITY; or

5.2 such information is, by law, in the public domain or has become so through no breach of this Agreement by the RECIPIENTS; or

5.3 that the information was lawfully supplied to it by a third party at arm's length and in good faith exercising a right to supply it to it

5.4 that the disclosure was required by law.

6.0 **Confidential Information** will be treated by RECIPIENTS in the same manner and with the same diligence as RECIPIENTS apply to their own **Confidential Information**, including all reasonably required care.

7.0 RECIPIENTS shall promptly return to the UNIVERSITY upon completion of the evaluation of the **Confidential Information**, or upon the request of the UNIVERSITY, all tangible information and copies thereof that have been provided by the UNIVERSITY under this Agreement.

8.0 The obligations of the RECIPIENTS under this Agreement shall remain in effect for three (3) years from the date of receipt by the RECIPIENTS of the **Confidential Information.**

9.0 The parties hereto may not assign this Agreement to any third party without the prior written consent of the other party.

10.0 The parties hereto agree and acknowledge that this Agreement does not create a license, partnership, temporary association or any relationship between the parties other than as specifically set forth above and for the limited purposes set forth herein.

11.0 This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada.

**IN CONSIDERATION WHEREOF**, the RECIPIENTS have executed this instrument at the place and date indicated below:

**Student's name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Student's signature

| **Signatures of the recipients** |  | **Name** |  | **Email** |
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