



NON-DISCLOSURE AGREEMENT

This Agreement is effective as of _____.

BETWEEN:

Name of Company, a corporation incorporated under the laws of **Province/State** and having an office at **Full Address**, Attention: **Name and Title of contact person**, Telephone: (____) ____-____, Facsimile: (____) ____-____

("Company")

AND:

University Canada West (UCW), a corporation continued under the *University Act* of British Columbia and having offices at 1111 Melville Street, Vancouver, BC V6E 3V6

Attention: Dr. **Name**, Dean of **Name of Program**,
Telephone: (800) 360-7213
(the "Recipient")

WHEREAS the Company may disclose, deliver or transmit to the Recipient or his representative, certain confidential or proprietary information to enable the UCW MBA candidate **Name of MBA Candidate** and the Recipient or representative to proceed with the consulting project **Title of consulting project**.

NOW THEREFORE, in consideration of the covenants and conditions set out in this Agreement, the parties agree as follows:

1. Confidential Information. Company may provide Recipient or his representative, with information and materials concerning **Title of consulting project** which are clearly marked as confidential or proprietary when first disclosed ("Information") and include, without limitation, know-how, show-how, concepts, discoveries, inventions, research or technical data and other proprietary information or material which were invented and/or acquired by the Company prior to the Project. Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However,

Recipient, or his representative is under no obligation to maintain the confidentiality of Information which can be shown:

- (a) to subsequently become generally available to the public through no act or fault of Recipient;
- (b) to be in the possession of Recipient prior to its disclosure by the Company to the Recipient;
- (c) to have been lawfully acquired by Recipient from a third party who was not under an obligation of confidentiality to the Company;
- (d) to have been independently developed by Recipient's employees who had no knowledge of the Information; or
- (e) to be required by an order of a legal process to disclose, provided that Recipient gives Company prompt and reasonable notification of such requirement prior to disclosure.

2. **Ownership.** The Information is and will at all times remain the exclusive property of Company and nothing in this Agreement grants the Recipient any right, title or interest in or to the Information.

3. **No Representation or Warranty.** Company acknowledges and agrees that the Information is experimental in nature and that any use of the Information by Company will be at the sole risk and liability of Company. RECIPIENT MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ON THIRD PARTY PROPRIETARY RIGHTS. ALSO, RECIPIENT WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING FROM ANY USE OF THE INFORMATION BY COMPANY.

4. **Use.** Recipient will not use the Information for any purpose other than for the MBA candidate's consulting practice Thesis project.

5. **Period of Use.** Recipient will use the same care and discretion to avoid disclosure of Information as Recipient uses with its own similar information that it does not wish to disclose. Recipient will use Information for the purpose set out in section 4 for a period commencing on the date of this Agreement and ending on **(months - maximum 24)** months from the date of this Agreement, unless terminated earlier by one party upon giving the other party at least 5 days written notice. At the end of such period and at the written request of Company, Recipient will make the information public by posting the MBA Thesis Report on its website or other sites at its own discretion and keep the original for archival purpose.

6. **Period of Confidentiality.** Recipient will use reasonable efforts to maintain the confidentiality of the Information for a period of 2 years from the date of this Agreement irrespective of the expiration or earlier termination of the period of use described in section 5.

7. **No Waiver.** No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Recipient. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision.

8. **Assignment.** Neither party may assign all or part of this Agreement without the prior written consent of the other party, whose consent will not be unreasonably withheld.

9. **Entire Agreement and Counterpart.** This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the parties relating to its subject matter. This Agreement may be signed in counterparts and faxed to the other party or parties, and each counterpart, together with the other counterparts will constitute the entire Agreement.

10. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed under the laws of British Columbia and the applicable laws of Canada without reference to its conflict of law rules. Any action or proceeding brought to enforce the terms of this Agreement will be brought in a court in Victoria, British Columbia, and the parties hereby consent and submit to the exclusive jurisdiction of such court.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

UNIVERSITY CANADA WEST
by its duly authorized officer:

Name of Company
by its duly authorized officer:

Name: Dr. **Name**
Title: Dean of **Name of Program**

Name:

Date: (YYYY-MM-DD)

Date: (YYYY-MM-DD)

UNIVERSITY CANADA WEST
by the UCW **Name of Program** supervisor:

Name: Dr. FirstName LastName
Title: Professor of **Name of Discipline**
Date: (YYYY-MM-DD)

UNIVERSITY CANADA WEST
by the **Name of Program** candidate:

Name:

Date: (YYYY-MM-DD)