

**University Of Prince Edward Island**  
**CONFIDENTIAL DISCLOSURE AGREEMENT**  
*[To be used where only UPEI discloses confidential information]*

Agreement dated \_\_\_\_\_, between University of Prince Edward Island, a non-profit organization, having its principal place of business at 550 University Avenue, Charlottetown, Prince Edward Island C1A 4P3 ("UPEI"), and *Company* \_\_\_\_\_, a \_\_\_\_\_ corporation, with a principal place of business at \_\_\_\_\_ ("Company").

1. **Background:** UPEI and the Company (the Parties) intends to engage in discussions and negotiations concerning \_\_\_\_\_ (the Project). In the course of such discussions and negotiations, it is anticipated that UPEI may disclose information it considers confidential to the other to facilitate the Project. UPEI and the Company have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

2. **Confidential Information:**

**2.1 Confidential Information:** As used in this Agreement, the term "Confidential Information" shall mean all research information, proprietary information, trade secrets or business information designated as such either orally or in writing by UPEI. Orally disclosed Confidential Information shall be noted as such during conversations between UPEI and Company and written Confidential Information shall be noted as such, whether by letter or by the use of an appropriate confidential or proprietary stamp or legend, prior to the time any such Confidential Information is disclosed by UPEI.

**2.2. Disclosure of Confidential Information:** The Company will use all reasonable efforts to treat and keep confidential, and cause its officers and employees to treat and keep confidential, any information communicated to it by the UPEI as "Confidential". Such reasonable efforts will be no less than the efforts used by the Company to protect its own Confidential Information. Any such information will be disclosed within the Company on a "need to know" basis. The Company shall hold in confidence, and shall not disclose to any person outside its organization, all Confidential Information, and shall use such Confidential Information only for the purpose for which it was disclosed.

**2.3 Duration:** This obligation of confidentiality shall continue for a period of five (5) years from the date of disclosure of the Confidential Information.

2.3. **Limitation on Obligations:** The obligations of the Company to UPEI, specified in Section 3 above shall not apply, and the Company shall have no further obligations to UPEI, with respect to any Confidential Information which:

a) was in the Company's possession before receipt from UPEI;

(b) is or becomes a matter of public knowledge through no fault of the Company;

(c) is rightfully received by Company from a third party not under a similar undertaking of confidentiality;

(d) has been previously disclosed by the other UPEI to a third party without a duty of confidentiality on the third party;

(e) is made subject to an order by judicial or administrative process requiring the Company to disclose any or all of the information, provided the Company receiving such an order shall promptly notify the other UPEI allowing some reasonable time to oppose such process, before disclosure occurs; or

(f) is disclosed by the Company with UPEI's prior written approval.

3. **Return of Documents:** The Company shall, upon request of UPEI, return all drawings, documents and other tangible manifestations of Confidential Information received from UPEI pursuant to this Agreement (and all copies and reproductions thereof), except that the Company may retain one copy thereof solely for the purpose of determining the extent of its obligations hereunder.

4. **Specific Performance:** The Parties hereto consider the restrictions contained herein to be reasonable to protection of business, time and geographic area. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restrictions will nevertheless remain effective, but shall be considered amended as to protection of business, time or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as so amended shall be enforced. The Parties hereto agree that if there is a breach by the Company of any of the covenants contained herein, the damage will be substantial, although difficult to quantify, and money damages may not afford an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law, UPEI shall have the right to specific performance of the covenants contained herein by way of temporary or permanent injunctive relief.

5. **Miscellaneous:**

- (a) This Agreement supersedes all prior agreements, written or oral, between UPEI and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by UPEI and the Company.
- (b) Nothing in this agreement shall have the effect of granting or creating any right or license to use any of the Confidential Information except for the purpose of developing a Project to be conducted jointly under a separately negotiated agreement.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of Prince Edward Island.

EXECUTED as a sealed instrument as of the day and year first set forth above.

**UNIVERSITY OF PRINCE EDWARD ISLAND** [ENTER COMPANY'S NAME]

By:

Katherine J. Schultz

Title: Vice President, Research & Development

Date: \_\_\_\_\_

By:

Name:  
(Please Print)

Title:

Date: \_\_\_\_\_