



**NON-DISCLOSURE AGREEMENT**

This Agreement is effective as of \_\_\_\_\_.

BETWEEN:

<**Name of organization**>, a corporation incorporated under the laws of  
<**province/country**> and having an office at <**full address**>

**AND:**

**University Canada West** (DBA Learning Wise Education Inc.) under the *Degree Authorization Act* of British Columbia having an office at 100, 626 West Pender Street Vancouver, B.C., Canada, V6B 1V9.

**Notice of Provision:**

All notices, requests, demands or other communications required or permitted to be given by any Party to the other pursuant to this Agreement shall be given in writing and delivered by personal service, pre-paid registered mail, facsimile or electronic mail, addressed as follows:

(a)  
<**NAME AND FULL ADDRESS OF ORGANIZATION**>  
Attention: <**Authorized contact**>  
Telephone:  
Facsimile:  
E-mail:

(b)  
UNIVERSITY CANADA WEST  
100, 626 West Pender Street  
Vancouver, B.C. V6B 1V9

Attention: \_\_\_\_\_ [Program  
Chair ~~Dr. Shawn Ireland~~

Telephone: 1.604.915.9607  
Facsimile: 778.331.8268  
E-mail:

\_\_\_\_\_ [shawn.ireland@ucanwest.ca](mailto:shawn.ireland@ucanwest.ca)

or such other address which any Party may from time to time notify the other Party in writing.

Any notice shall be deemed to have been given and received:

- (a) if personally delivered, on the day of personal service to the Receiving Party, provided that if such day is a day other than a business day in the recipient jurisdiction, such notice shall be deemed to have been given and received on the first business day in the recipient jurisdiction following the date of personal service;
- (b) if by pre-paid registered mail, the first business day in the recipient jurisdiction after the expiration of FIVE (5) DAYS from the date of posting; or
- (c) if sent by facsimile or electronic mail, on the first business day in the recipient jurisdiction following the date of transmission.

WHEREAS the Company may disclose, deliver or transmit to the Recipient or his representative, certain confidential or proprietary information to enable the University Canada West student <name of student> and the Recipient or representative to proceed with the Consulting/Research Project: <Title of Consulting/Research 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 the Consulting/Research Project, <Title of Consulting/Research Project> which are clearly marked as confidential or proprietary when first disclosed (“Confidential 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. Confidential 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 the Confidential 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 and as confirmed in writing by the Company;
- (d) to have been independently developed by Recipient’s employees who had no knowledge of the Confidential 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 Confidential 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 Confidential Information.
3. **No Representation or Warranty.** Company acknowledges and agrees that the Confidential Information is experimental in nature and that any use of the Confidential 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 CONFIDENTIAL INFORMATION BY COMPANY.
4. **Use.** Recipient will not use the Confidential Information for any purpose other than for the UCW student's Consulting/Research Project.
5. **Period of Use.** Recipient will use the same care and discretion to avoid disclosure of Confidential Information as Recipient uses with its own similar information that it does not wish to disclose. Recipient will use the Confidential Information for the purpose set out in section 4 for a period commencing on the date of this Agreement and ending on **<expected end date of Consulting/Research Project>** unless terminated earlier by one party upon giving the other party at least five (5) days written notice. At the end of such period and at the written request and written approval of the Company, Recipient will make the information public by posting the Consulting/Research Project Report on MyUCW, a secure portal for University use only, and keep the original for archival purpose.
6. **Period of Confidentiality.** Recipient will use reasonable efforts to maintain the confidentiality of the Confidential Information for a period of two (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 any 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 Vancouver, 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 ORGANIZATION>  
by its duly authorized officer:

\_\_\_\_\_  
Name: Dr. Shawn Ireland [Program Chair] Name: \_\_\_\_\_

Title: Program Chair, MBA Title: \_\_\_\_\_

UNIVERSITY CANADA WEST  
by the Consulting/Research Project supervisor:

\_\_\_\_\_  
Title: Supervisor

UNIVERSITY CANADA WEST  
by the student:

\_\_\_\_\_  
Name: