**CONFIDENTIALITY AGREEMENT**

**WHEREAS** *[insert name]*; (hereinafter “the **Recipient**”) will be required to review certain confidential and proprietary information of the University of Regina (hereinafter “the **University**”) in connection with *[insert activities that require acquiring the confidential information (e.g. “transcription services”)*] (hereinafter “the **Purpose**”);

**NOW THEREFORE** in consideration of the disclosure of such confidential and proprietary information to the Recipient and for other good and valuable consideration (the sufficiency of which consideration is hereby acknowledged), the Recipient hereby covenants and agrees follows:

**1. Definitions**

1.1 In this Agreement the following words and phrases shall have the following meanings:

(a) “**Confidential** **Information**” means all knowledge and information, in whatever form, whether factual, interpretive or strategic, furnished by or on behalf of the University hereunder, directly or indirectly to the Recipient, including but not limited to:

(i) reports, knowledge, information, documents, data, computer records or software;

(ii) Intellectual Property and Know-How; and

(iii) any other information which is or may be either applicable to or related in any way to the assets, business, research or affairs of the University;

together with all analyses, compilations, plans or other documents prepared by the Recipient containing or based upon, in whole or in part, information acquired by the Recipient from the University.

(b) “**Intellectual Property**” means patents, trademarks, industrial designs, copyrights, database rights, design rights, whether registered or unregistered, and including applications for any of the above, and any similar right recognized from time to time in any jurisdiction relating in any way to the Technology, together with all rights of action in relation to the infringement of any of the above;

(c) “**Know-how**” means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) relating in any way to the Technology that is proprietary to the University and not in the public domain;

(e) “**Purpose**” means the Recipient’s activities in relation to this research project, as described above;

**2. Use and Non-disclosure**

2.1 The Recipient shall:

(a) except as set out elsewhere in this Agreement keep the Confidential Information in strict confidence and shall ensure that it not be used for any purpose whatsoever other than for the Purpose. For further certainty the Recipient shall not, without the prior written consent of the University, make any academic or commercial use whatsoever of any of the Confidential Information;

(b) be liable for any breach of this Agreement; and

(c) not disclose, without the prior written consent of the University, any Confidential Information to any person other than in accordance with the terms of this Agreement, except in the event that such Recipient is required by law to otherwise disclose any Confidential Information.

**3. Acknowledgment**

3.1 The Recipient acknowledges that:

(a) the Confidential Information is proprietary to the University, and provided to the Recipient solely for the Purpose;

(b) no interest, license or any right respecting the Confidential Information, other than for the Purpose, is granted to the Recipient under this Agreement by implication or otherwise.

**4. Disclosure**

4.1 In the event the Recipient becomes aware of a disclosure of any Confidential Information that fails to comply with this Agreement, the Recipient shall promptly:

(a) give notice to the University with the full particulars of the disclosure; and

(b) take all reasonable steps to mitigate the effects of such disclosure.

**5. Return of Confidential Information**

5.1 Upon completion of the Purpose and/or at any time, upon the written request of the University for any reason whatsoever, and within ten (10) days of such request, the Recipient shall:

(a) return all original copies of the Confidential Information to the University and shall permanently deleted and destroy any and all copies (including electronic copies), versions or other reproductions or extracts thereof; and

(b) destroy such documents, memoranda, notes and other writings whatsoever prepared by such Recipient based on the Confidential Information.

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Signature Date