

**CONFIDENTIAL DISCLOSURE AGREEMENT**

AGREEMENT, made (date)\_\_\_\_\_ at Calgary, Alberta.

BETWEEN\_\_\_\_\_ instructor, and

\_\_\_\_\_ / \_\_\_\_\_  
and\_\_\_\_\_ students of Mount Royal University.  
referred to as the Receiving Party;

and \_\_\_\_\_  
referred to as the Disclosing Party.

WHEREAS

The parties to the Agreement desire that certain confidential information be disclosed to the Receiving Party in connection with: A CONTRACT TO SUPPLY CONSULTING SERVICES and the parties wish to ensure that the information which may be disclosed is treated in the strictest confidence,

THE PARTIES AGREE AS FOLLOWS:

1. The term of this agreement is 110 days at the end of which time the Receiving Party shall return to the Disclosing Party and/or delete irretrievably from computer storage all copies and the Confidential Information.
- 1a. Notwithstanding the termination of this agreement the provision of confidentiality shall apply for a period of five years from the date hereof.
2. All information disclosed in oral, written, graphic, photographic, recorded and/or transmitted in any media, including computer-readable media, prototype, sample or in any other form by the Disclosing Party to the Receiving Party shall be deemed to be "Confidential Information".
3. The Receiving Party shall not disclose the Confidential Information of any part thereof received from the Disclosing Party to any third party.
4. The Receiving Party shall not use the confidential Information or any part thereof received from the Disclosing Party for any purpose except for evaluation in connection with the contract to supply consulting services.
5. The Receiving Party will disclose the Confidential Information received from the Disclosing Party only to those employees or agents who are directly involved in the provision of consulting services. Each party will use its best efforts to ensure that any employees or agent to whom it discloses Confidential Information will retain such information in confidence. The Receiving Party will maintain a list of all employees or agents who receive this Confidential

Information from time to time, and this shall be made available from time to time to the Disclosing Party at the request of the Disclosing Party.

6. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this agreement.
7. Unless otherwise specified in writing, all documents and materials containing or embodying the Confidential Information shall remain the property of the Disclosing Party. Upon request of the disclosing Party the Receiving Party agrees to return all documents and other materials containing or embodying any Confidential Information of the Disclosing Party, as well as all copies thereof, and to delete from all media so as to be unrecoverable any computer files containing or embodying Confidential Information.
8. The foregoing provisions of confidentiality shall not apply to Confidential Information which:
  - a) is now, or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public without breach of this Agreement:
  - b) is known to the Receiving Party at the time of disclosure of such Confidential Information provided the Receiving Party promptly notifies the Disclosing Party in writing of this prior knowledge within thirty (30) days of receipt;
  - c) is independently developed by the Receiving Party, provided the person or persons developing same have not had access to, either directly or indirectly, the Confidential Information received and provided such independent development is documented;
  - d) is disclosed with the written approval of the Disclosing party.
9. The Agreement replaces all prior Confidential Disclosure Agreements between the parties.
10. This agreement is not assignable without the written agreement of both parties.

IN WITNESS thereof the parties have executed the agreement the day and year first above written.

\_\_\_\_\_  
FOR AND ON BEHALF OF MOUNT ROYAL UNIVERSITY, BISSETT SCHOOL OF BUSINESS

\_\_\_\_\_(Client Signature)

FOR AND ON BEHALF OF \_\_\_\_\_(Company)