Graduate Thesis Confidentiality Agreement

THIS AGREEMENT is made effective the _____ day of September, 2008 (the "Effective Date")

BETWEEN:

Brock University
500 Glenridge Avenue
St. Catharines, ON L2S 3A1

(the "University")

- and -

[enter Examiner Name]
[University name and address, if applicable]

(the "Recipient")

WHEREAS the University is aware that the contents of a [Masters/Doctoral] thesis contains proprietary and/or confidential information, which must be protected;

AND WHEREAS in accordance with established University and Faculty of Graduate Studies policies, the University must disclose the graduate thesis to an external examiner and designated examination committee to proceed with the thesis defence;

AND WHEREAS this confidentiality agreement (the "Agreement") sets forth the terms and conditions under which the proprietary and/or confidential information contained in the thesis shall be disclosed by the University to the Recipient;

NOW THEREFORE in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Description of Confidential Information: The term "Confidential Information" shall mean all information relating directly or indirectly to the contents of the [Masters/Doctoral] thesis submitted by [enter name] entitled "[enter title]" disclosed to the Recipient by the University. For the purposes of this Agreement and without limiting the generality of the foregoing, Confidential Information shall also include all documentation, technology, systems, processes, methods, devices and/or products which may be discussed or made available to the Recipient during the thesis examination or thesis defence.

2. Use of Confidential Information: The Recipient shall only use the Confidential Information for the purpose of examination of thesis as part of the degree requirements of the students' graduate program and for no other purpose. The Recipient shall use all reasonable means to restrict unauthorized use or copying of the Confidential Information.

3. Standard of Care: The Recipient shall use the same degree of care to protect and safeguard the confidentiality of the Confidential Information as it uses to protect and safeguard the confidentiality of its own proprietary information. The Recipient must notify the University promptly upon discovery that any Confidential Information has been accessed or otherwise acquired by or disclosed to an unauthorized person.

4. Exceptions: The restrictions on disclosure of Confidential Information will not apply to information which:

   a) is now in the public domain or hereafter comes into the public domain other than by breach of this Agreement;
   b) prior to disclosure hereunder, is within the legitimate possession of the Recipient, as evidenced by written records;
   c) is lawfully received from any third party, which is not subject to a duty of confidentiality with respect to the information;
   d) is disclosed with the prior written approval of the University; or
   e) is required to be disclosed by law, but only to the extent so required.

5. Term: The term of this Agreement shall be for a period of one (1) year from the Effective Date, unless the parties agree in writing to extend the agreement.

6. Return of Confidential Information: Upon the University's written request, the Recipient must cease using, return to the University and/or destroy shall Confidential Information and any copies of Confidential Information in its possession or control.

7. Amendments: This Agreement may not be amended or modified expect in writing signed by both parties.

8. Remedies: Recipient agrees that damages may not be an adequate remedy for any breach or threatened breach of the Recipient's obligations under this Agreement. Accordingly, in addition to any and all other available remedies, the University will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.

9. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

The parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

Brock University

[Enter Name of Examiner/Examination Committee members]

Marilyn Rose, Ph.D.
Dean, Faculty of Graduate Studies

Title: [Thesis Examiner/Thesis Examination Committee]

[Enter Name of University/Company]

Name:
Title: [Faculty Dean]

Name:
Title:

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Brock University

[Enter Name of Examiner/Examination Committee members]

Marilyn Rose, Ph.D.
Dean, Faculty of Graduate Studies

Title: [Thesis Examiner/Thesis Examination Committee]

[Enter Name of University/Company]

Name:
Title: [Faculty Dean]

Name:
Title: