

## **Confidentiality and Non-Disclosure Undertaking**

This Agreement is made effective on June 24, 2019 ("Effective Date").

From:

iGEM Calgary 219  
3330 Hospital Drive NW  
Calgary, Alberta  
T2N 4N1  
(the "Recipient")  
Email: igem.calgary@gmail.com

To:

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY**  
2500 University Drive N.W.  
Calgary, AB T2N 1N4  
(as the "Provider")

**Re: iGEM Calgary 2019s Review Committee**  
Disclosure of Confidential Information

WHEREAS the Provider is a public, post-secondary education organization that manages the iGEM Calgary 2019 team;

AND WHEREAS the Recipient will be participating as a review committee member ("Reviewer") to assist the Provider in the support, review, and guidance of iGEM Calgary 2019s participants;

AND WHEREAS the Recipient will be exposed to and receive information, processes, idea, concepts, inventions, and other information that is considered confidential (collectively the "Confidential Information") as part of Recipients participation as a Reviewer;

AND WHEREAS Provider require the Recipient to maintain the secrecy of the Confidential Information;

NOW THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient hereby agrees to the following:

1. Recipient acknowledges that all information received in his capacity as Reviewer is Confidential Information, and agrees not to disclose the Confidential Information to any person other than persons bound by a duty of confidentiality to the Provider. This obligation does not extend to circumstances where the Recipient is compelled to disclose the Confidential Information pursuant to legal proceedings.

2. The Confidential Information shall be used for the sole purpose of performing his duties as Reviewer.

3. Recipient acknowledges to the Provider that:

- (a) all right, title and interest of whatsoever nature and kind in and to the Confidential Information, including any proprietary or copyright interest therein, is owned or controlled by the Provider; and
- (b) the Confidential Information that has been or will be communicated in confidence to the Recipient as a Reviewer, is Confidential Information, and constitutes or is deemed to constitute a trade secret of the Provider.

4. Recipient covenants to the Provider that:

- (a) Recipient shall not copy, photocopy, reproduce, publicly display, or publicly distribute any of the Confidential Information without the prior express written permission of the Provider; and
- (b) upon completion of his term as Reviewer, Recipient shall, to the fullest extent possible, return to the Provider the originals and all copies, photocopies and reproductions of the Confidential Information unless otherwise agreed to in writing by the Provider.

5. Recipient shall not be liable for Recipient's disclosure or use of the Confidential Information if the Confidential Information so disclosed has previously become known or available to the general public other than as a result of a breach by Recipient of the terms and conditions of this undertaking.

6. 3.1. The term of this Agreement shall be one (1) year from the Effective Date, unless otherwise extended or renewed. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. Recipient's obligations under this undertaking shall remain in effect for three (3) years following his cessation of duties as a Reviewer.

7. All inventions, materials, works and ideas (whether new or improvements upon the Confidential Information) and all business ideas discussed in connection with the Confidential Information shall be deemed to also be Confidential Information under this undertaking and shall be the Provider's sole property as shall any such inventions, materials, works and ideas which Recipient conceives thereafter if they result from and relate to the Confidential Information. Recipient agrees to waive all of Recipient's moral rights of authorship throughout the world to any such contributions which may be subject to copyright.

8. Recipient acknowledges and agrees that due to the unique nature of Provider's Confidential Information, there may be no adequate remedy at law for any breach of its

obligations hereunder. Provider may be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. Recipient will notify Provider in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

9. This written undertaking shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the courts of Alberta shall have exclusive jurisdiction with respect to any dispute arising hereunder. This undertaking is binding upon the Recipient and his or her successors and assigns.

**ACCEPTED AND AGREED.**

_____	Witness: _____
(Recipient signature)	
	Name: _____
Name: _____	Address: _____
Address: _____	_____
_____	