

**AGREEMENT ON NON-DISCLOSURE AND INTELLECTUAL PROPERTY** entered into at Montreal, Quebec, this [redacted] day of [redacted], 20 [redacted] (the “**Agreement**”).

**Between**

**CONCORDIA UNIVERSITY**, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8, (“**Concordia**”) herein acting and represented by [redacted] duly authorized as s/he so declares

**And** [Name and postal address of researcher]  
(the “**Researcher**” or “**Student**”)

**Whereas** Dr. [redacted] of Concordia’s Department of [redacted] is conducting research in the area of “[redacted]” (the “**Research**”); and

**Whereas** the Researcher/Student is assisting Dr. [redacted] in this Research; and

**Whereas** in the course of this relationship, certain information related to the Research (the “**Confidential Information**”) has become or will become known to the Researcher/Student; and

**Whereas** the Confidential Information must be protected from public disclosure;

**Whereas** it is the Parties’ desire to identify the ownership of the research output and any intellectual property developed under the Research (“**Intellectual Property**”);

**Now therefore** the parties agree as follows:

1. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, any data, idea, concept, know-how, formula, analysis, process, design, sketch, photograph, plan, drawing, specification, sample, report, study, finding, prototype, invention, patent application, and in particular shall also include, any register, lab book, technical information, pre-development result and/or other research data and result arising from the Research. Confidential Information means any information which is confidential in nature or that is treated as being confidential, whether such information is conveyed to Researcher/Student orally or in written or other tangible form, and whether such information is received directly, identified as being proprietary and/or confidential before or at the time of its disclosure, or indirectly, such as in the course of discussions or other investigations by the Researcher/Student.



- 5.1.2 If Dr. [REDACTED] does not object, in writing, to such disclosure within forty-five (45) days of receipt of such copies, the Researcher/Student shall be free to proceed with the publication. In the event written objection is made, Dr. [REDACTED] and the Researcher/Student shall work towards an acceptable version of the publication within sixty (60) days of receipt of the original copies;
- 5.1.3 Should Dr. [REDACTED] and the Researcher/Student be unable to reach an agreement with respect to such publication within the sixty (60) day period provided for in section 5.1.2 above, the matter shall be immediately submitted by Dr. [REDACTED] to the Dean of the relevant faculty for a final decision. Such final decision shall be rendered within thirty (30) days from the date the matter was submitted to the Dean in writing;
- 5.1.4 Unless otherwise agreed to in writing with Dr. [REDACTED], Dr. [REDACTED] shall be the corresponding author on all publications and thus the point of contact with a publisher. Authorship rights of the Researcher/Student will be recognized in publications based on and in proportion to his/her intellectual contribution.

Concordia reserves the right to demand that Concordia's name and/or that of any of its employees, agents or representative be removed from any publication.

- 5.2 The Student shall retain copyright in their thesis. Upon submission of a thesis by the Student, the Student shall be deemed to have granted Concordia a non-exclusive, royalty-free license to reproduce, archive, preserve, conserve, communicate to the public by telecommunication or on the internet, loan, distribute the thesis worldwide for non-commercial purposes, in any format including electronic. In the event of a deferment of a thesis for distribution or publication, it is understood that Concordia's license to communicate, loan, and/or distribute shall only take effect as of the expiry of the agreed upon deferment period.

Copies of relevant Sponsorship Agreement(s) shall be made accessible to the Researcher/Student by Dr. [REDACTED] upon receipt of a written request by the Researcher/Student.

6. Notwithstanding Section 5 above, Concordia retains ownership of the Intellectual Property developed under the Research. Without limiting the generality of the foregoing, Intellectual Property shall include, without limitation, trademarks and applications for trademarks, commercial names, certification marks, patents and patent

applications, formulae, processes, inventions, technical expertise, software, commercial secrets, industrial drawings and other similar goods or rights, whether registered or not, and whether or not protectable, including all reports, drawings, methods, improvements, specimens and descendants, micro-organisms, biological material, enzymes, germplasms, cultivars, genetically modified organisms, mutants, products, chemical synthesis and genetic engineering products, and devices. The Researcher/Student may not publish, protect, commercialize or otherwise use, improve or exploit such Intellectual Property absent a written agreement with Concordia.

Upon request from Concordia, the Researcher/Student shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as Concordia may require, from time to time, to proceed with the protection and commercialization of the Intellectual Property.

7. The Researcher/Student herein waives any and all copyright, including moral rights, as defined in the *Copyright Act* of Canada (R.S., 1985, c. C-42), they may have in software code and related reports developed under the Research.
8. For the avoidance of doubt, the inventive contribution by the Researcher/Student to the creation of any Intellectual Property shall be recognized by Concordia and be reflected in any eventual revenue distribution agreement signed between Concordia and the contributors to the creation of such Intellectual Property.
9. Should the Researcher's/Student's relationship with Concordia terminate for any reason, the Researcher/Student undertakes to immediately return any and all Confidential Information in their possession. Concordia may request an affidavit signed by the Researcher/Student attesting that no information has been copied or withheld.
10. The use of Intellectual Property belonging, in whole or in part, to a third party is strictly prohibited absent the prior written permission of the rightful owner of such Intellectual Property. Concordia's Office of Research shall be immediately informed of such intended use and shall be provided with a copy of the written permission of the rightful owner of the Intellectual Property in question.
11. The Researcher/Student understands and recognizes that irreparable injuries may be incurred by Concordia in the event of any breach of any term of this Agreement such that ordinary remedies available at law for damages may be inadequate to protect Concordia or its stakeholders against such breach. The Researcher/Student therefore agrees that, in the event of a breach of any term or terms of this Agreement, Concordia

shall be entitled, in addition to such other remedies, damages, and relief as may be available under applicable law, to the granting of injunctive relief without proof of actual damages.

12. This Agreement shall be construed and interpreted according to the laws of Quebec and Canada.
13. This Agreement shall supersede all documents or agreements between the Parties, whether written or verbal, in respect of the subject matter thereof.
14. The Parties have requested that this Agreement and all documents, notices and correspondence relating thereto be prepared in English. / Les parties reconnaissent avoir exigé que la présente convention et tous les documents, avis et correspondance y afférents soient rédigés en anglais.

**WHEREOF** the Parties have signed:

FOR CONCORDIA UNIVERSITY

RESEARCHER/STUDENT

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XXXXXXXX

Associate Vice-President,  
Strategy and Operations

\_\_\_\_\_  
[*Print Researcher/Student name*]

Researcher/Student

\_\_\_\_\_  
Dr.

Supervising Faculty Member