

Non-Disclosure Agreement

Between

Name:

Address:

Referred henceforth as “Mentor”

AND

Name: W Booth School of Engineering Practice and Technology

Address: McMaster University, ETB 5th Floor, 1280 Main Street West, Hamilton, Ontario L8S 0A3,
Canada

Referred henceforth as “SEPT”

Acknowledgement

- The Mentor acknowledges, by signing below, that during the Mentor’s engagement with SEPT, the Mentor may become privy to certain projects (referred henceforth as: Projects) or parts of Projects created by students undertaking the SEPT programs (referred henceforth as: Program) or by members of staff supporting the Students (which includes other mentors) or by third party collaborators with SEPT (also referred henceforth as: Projects) which may include but shall not be limited to ideas, inventions, plans and concepts (referred henceforth as: Ideas) for which patent or other intellectual property and legal protection may be, or is being sought.
- The Mentor also acknowledges that the Ideas which form part of the Projects, together with any other information, disclosed by SEPT or by any other Students or members of staff or any third party collaborator in relation to the Projects or the Ideas to which the Mentor may become privy, constitute confidential information that may be of commercial value.

Clauses

1. In consideration of SEPT, Students, members of staff or third party collaborators disclosing any such information to the Mentor and administering the Course and subject to clauses 2 and 3 below, the Mentor agrees:
 - 1.1. To maintain as confidential, the Projects and the Ideas and any and all information that may be imparted to the Mentor obtained during the course of the Mentor’s engagement with SEPT or which may come into the Mentor’s possession whether it is disclosed orally, in writing, machine readable or in any other form (referred henceforth as: Confidential Information),
 - 1.2. Not to use or copy the Confidential Information for any purpose other than in the normal course of the Mentor’s engagement with SEPT and in particular not to make any

- commercial use of it for the Mentor's own benefit or for the benefit of any third party whether commercial or otherwise, and
- 1.3. Not to dispose of or publish (whether orally or in writing) any Confidential Information in any circumstances.
 2. The undertaking in clause 1 shall not apply to information:
 - 2.1. In the public domain at the time of disclosure, or subsequently comes within the public domain without any fault on the Mentor's part,
 - 2.2. Known to the Mentor at the time of disclosure, provided there is adequate documentation to confirm such prior knowledge,
 - 2.3. Approved for release by written approval of SEPT,
 - 2.4. Disclosed to third parties by SEPT without similar restrictions on such third parties, or
 - 2.5. Required to be disclosed by government agency or law, provided that SEPT is provided with prior written notice of any such disclosure.
 3. The obligations set out in clause 1, for the avoidance of doubt; do not prevent the Mentor from using, copying, disposing of or publishing in any way the Confidential Information upon the written instructions of SEPT.
 4. The Mentor acknowledges that the obligations set out in clause 1 shall remain in force in respect of each piece of Confidential Information for period of five (5) years from the date on which such Confidential Information is disclosed to the Mentor.
 5. If the Mentor ceases to be engaged with SEPT for any reason whatsoever, the Mentor agrees to return immediately upon request to SEPT any and all materials in the Mentor's possession that contain any Confidential Information.
 6. The Mentor acknowledges that the Mentor is giving this undertaking to SEPT for its own benefit and for the benefit of its existing and future collaborators and their respective members of staff, students and other agents. Accordingly, the Mentor agrees that SEPT may assign the whole or any part of its rights to enforce this undertaking and its rights to claim damages as a result of any such entities or individuals suffering loss as a result of any breach of this undertaking.
 7. This undertaking shall be governed, in all respects, by the laws of the province of Ontario, Canada.

Signature

Mentor

Sign:

Name:

Date: