

**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (the “**Agreement”**) is by and between the parties named in the table below and is effective as of the date last signed by the parties (the “**Effective Date**”).

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| **PARTIES** |
|  **College****Legal Name and Address** | **THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**1385 Woodroffe Avenue Ottawa, Ontario K2G 1V8 |
| **Organization Legal Name and Address** | **COMPANY LEGAL NAME, INC.**a [jurisdiction of incorporation (e.g. Ontario)], corporation9999 Street Name, City, Province, Postal Code |

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| **PURPOSE**  |
| Describe general purpose for the disclosure. |

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| **CONTACTS FOR NOTICES** |
| **College** | **Organization** |
| Name: [College to complete]Title: Phone:Email:Address for Notices: [mandatory to specify] | Name: [Organization to complete]Title:Phone:Email:Address for Notices: [mandatory to specify] |

1. **Purpose.** The College and Organization are engaging in discussions relating to the Purpose described above. In connection with the Purpose, a party (the “**Discloser**”) may disclose or otherwise make available Confidential Information (as defined below) to the other party (the “**Recipient**”).
2. **Definition of Confidential Information**. “**Confidential Information**” means all information disclosed or otherwise made available to the Recipient by the Discloser in connection with the Purpose prior to or after the Effective Date, whether disclosed or otherwise made available orally or in written format or any other format or medium whatsoever.
3. **Exclusions.** Notwithstanding any term to the contrary, Confidential Information excludes information that:
	* 1. was in the public domain at the time it was disclosed by the Discloser or has entered the public domain through no fault of the Recipient, as evidenced by records in existence at the time of disclosure;
		2. was known to the Recipient, without restriction, at the time of disclosure, as demonstrated by records in existence at the time of disclosure;
		3. is disclosed with the prior written approval of the Discloser;
		4. becomes known to the Recipient, without restriction, from a source other than the Discloser that has no obligations of confidentiality with regard to such information.
4. **Restrictions on Use.** The Recipient may only use Confidential Information as strictly needed for the Purpose and for no other reason.
5. **Disclosure to Representatives.** The Recipient must not disclose or otherwise make available any Confidential Information to third parties or employees of the Recipient (collectively “**Representatives**”), except for Representatives who are: (a) under obligations of equivalent to or more stringent than those set out in this Agreement and (b) who have a need to know the Confidential Information for the Purpose. The Recipient shall be liable to the Discloser for any breach of this Agreement by its Representatives.
6. **Protection of Confidential Information.** The Recipient must ensure the confidentiality of the Discloser’s Confidential Information is protected using, at minimum, the same degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature and not less than reasonable care. The Recipient must promptly notify the Discloser in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of the Discloser’s Confidential Information.
7. **Management of Compelled Disclosures.** TheRecipient shall provide the Discloser with prompt notice of any legal requirement imposed on the Recipient or any Representative to disclose Discloser’s Confidential Information and, to the extent reasonably possible, the Recipient shall afford the Discloser a reasonable opportunity to seek a protective order to prevent or restrict such disclosure.
8. **No Rights Granted.** Nothing in this Agreement shall be construed as granting a license to intellectual property in Confidential Information except for the express time-limited rights relating to the Purpose granted pursuant to this Agreement.
9. **Return and Destruction of Materials.**  The Recipient must, at the Discloser’s request, promptly return or, if requested by the Discloser, destroy, all materials in the Recipient’s or any Representative’s possession containing the Discloser’s Confidential Information. If requested, the completeness of the return and destruction shall be certified in writing by an authorized officer of the Recipient. The obligation to destroy does not apply to Discloser’s Confidential Information that is: (a) contained in an archived computer system back-up in accordance with security and/or disaster recovery procedures; or (b) contained in latent data or other computer formats that are not generally retrievable or accessible without the use of specialized tools; subject in each case to the destruction of such Confidential Information in due course and the inaccessibility of such Confidential Information in the ordinary course of business.
10. **Term and Termination.** The Agreement is effective as of the Effective Date and will terminate on the earliest of the following: (a) upon entering into a definitive agreement that arises from the parties’ discussions on the Purpose; (b) upon a party’s written notice to the other of the termination of this Agreement; (c) 12 months following the Effective Date, unless the parties mutually agree in writing to extend the term. The termination of this Agreement will not affect the Recipient’s obligations with respect to the Discloser’s Confidential Information received prior to the effective date of termination.
11. **Successors and Assigns.** The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that the Confidential Information may not be transferred or otherwise made available or disclosed to any successor or assignee without the prior written consent of the Discloser.
12. **Governing Law.** This Agreement and the rights and obligations of the parties shall be governed, construed, and interpreted in accordance with the laws of the Province of Ontario.
13. **Amendment and Waiver.** Any term of this Agreement may be amended by written agreement of the parties. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party’s right to enforce such provision.
14. **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered to the Contacts for Notices specified on the cover page. Notices are validly delivered if delivered (a) in person, (b) by email or (c) couriered by a commercial courier service that maintains records delivery times and locations. All notices are deemed received upon the earlier of (1) actual receipt by the intended recipient or (2) if by commercial courier, receipt by the Organization or intended recipient as recorded by the courier service, or (3) with respect to an electronic transmission, the time that receipt of the email is confirmed by the intended recipient as having been received.
15. **Counterparts and Electronic Copies.** This Agreement may be executed in manual or electronic signature in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Scanned copies of the signed Agreement shall be deemed as valid as an original hard copy.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the exchange of information relating to the Purpose. The parties acknowledge by the signatures below of their authorized representatives that they have read this Agreement and understand and agree to be bound by its terms and conditions.

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| **ALGONQUIN COLLEGE** | **ORGANIZATION** |
| Signature: | Signature: |
| Name:  | Name:  |
| Title:  | Title:  |
| Date: | Date: |