

**CONFIDENTIALITY AGREEMENT
(Ongoing Access to ARC Premises)**

THIS AGREEMENT dated the _____ day of _____, _____.

BETWEEN:

ALBERTA RESEARCH COUNCIL INC.
("ARC")

- and -

("Recipient")

WHEREAS the Recipient has entered into a contract with Her Majesty the Queen in Right of Alberta as represented by the Minister of Alberta Infrastructure (the "Contract");

AND WHEREAS to perform its obligations under the Contract the Recipient may be provided with access to premises occupied by ARC;

AND WHEREAS the Recipient may gain access to, observe or receive Confidential Information of ARC for the purpose of performing the Recipient's obligations under the Contract;

THE PARTIES agree as follows:

1. Confidential Information

- (a) For the purpose of this Agreement, "Confidential Information" means any and all confidentiality data or information, including, but not limited to, all technical, scientific, financial, business, personal and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents data, methods, techniques, formulations, operations, know-how, experience, skill, trade secrets, computer programs and systems, secret processes, practices, ideas, inventions, designs, devices, copyrights, publications, reports, plans and drawings.
- (b) Without the written consent of ARC, the Recipient will not disclose, make public or authorize the disclosure or publication of any Confidential Information obtained from ARC.
- (c) The Recipient shall use all reasonable efforts to ensure that all Confidential Information received from ARC is held in strict confidence and shall treat all Confidential Information received from ARC with at least the same degree of care that the Recipient, acting reasonably, should exercise with regard to its own confidential or proprietary information. The Recipient warrants that it has sufficient procedures and protections in place, and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of Confidential Information.
- (d) All right, title and interest in the Confidential Information shall, at all times, remain vested in ARC. Nothing contained herein shall be construed as an express or implied license or permission to use the Confidential Information for any purpose other than as permitted pursuant to Section 2(a), or as a grant or transfer by ARC to the Recipient of any proprietary right or interest in the Confidential Information.
- (e) Nothing herein shall prevent the Recipient from using, disclosing or authorizing disclosure of information:
 - (i) which is in the public domain at the time of the Recipient's receipt thereof;
 - (ii) which, at the time communicated by ARC as Confidential Information, was already in the possession of the Recipient;

**Confidentiality Agreement
(Ongoing Access to ARC Premises)**

- (iii) which, subsequent to the time communicated by ARC as Confidential Information, is communicated to the Recipient by a third party free of any obligation of confidentiality to ARC; or
 - (iv) which, after receipt thereof by the Recipient, becomes a part of the public domain through no act or omission of the Recipient, or any party to whom the Recipient has disclosed the Confidential Information.
- (f) The obligation of confidentiality set out herein shall extend for a period of five (5) years from the date of the Recipient's last access to ARC's premises.
- (g) ARC shall provide such Confidential Information to the Recipient as ARC, in its sole discretion, considers necessary or appropriate.

2. Use of Confidential Information

- (a) The Recipient shall use the Confidential Information for the sole purpose of performing the Recipient's obligations under the Contract.
- (b) The Recipient shall limit the disclosure of Confidential Information to those persons reasonably necessary to perform the Recipient's obligations under the Contract.
- (c) The Recipient warrants that all of its employees, subcontractors or representatives to whom the Confidential Information is disclosed are bound by written confidentiality and disclosure obligations consistent with this Agreement.

3. Remedies

The Recipient acknowledges and agrees that the Confidential Information is valuable and sensitive and that any violation of the provisions of this Agreement could and probably would result in immediate, significant and irreparable damage to ARC, both financially and in terms of loss of reputation and goodwill in the scientific, academic and business communities. The Recipient agrees that in the event of any breach, violation or default of the terms of this Agreement, ARC shall, in addition to any other right, relief or remedy available at law or in equity, be entitled to immediately obtain an injunction compelling the Recipient to abide by and comply with the terms of this Agreement and to cease any activities that are causing or might cause harm to ARC.

4. Return of Information

Upon written request of ARC, the Recipient shall forthwith at the direction of ARC:

- (a) return to ARC; or
- (b) destroy and provide proof of destruction to ARC;

all tangible Confidential Information and all copies made thereof which are in the possession or under the control of the Recipient.

5. Company Contact Information

Alberta Research Council Inc.
250 Karl Clark Road
Edmonton, Alberta T6N 1E4

Representative: _____
Telephone: _____

Confidentiality Agreement
(Ongoing Access to ARC Premises)

Representative: _____
Telephone: _____

6. General

- (a) This Agreement shall be governed by the laws of the Province of Alberta and the parties submit to the jurisdiction of the courts of Alberta.
- (b) This is the entire Agreement between the parties and it supersedes all agreements between the parties, whether oral or written with respect to this Agreement. This Agreement may only be amended or modified by subsequent written agreement executed by authorized representatives of ARC and the Recipient.
- (c) This Agreement may not be assigned by the Recipient without the express written consent of ARC.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first written above.

ALBERTA RESEARCH COUNCIL INC.

Per:

Name
Title

Per:

Name
Title