

**NONDISCLOSURE AGREEMENT**

I, \_\_\_\_\_ (the "Peer Reviewer"), have agreed to serve on a peer review committee of the Department of Innovation and Advanced Learning (the "Department") to review and assess applications made by applicants under the Island Prosperity Funding, and specifically the following programs: 1. Premiers Medal of Innovation, 2. Provincial Industry Research Chairs, 3. Graduate and Post-Doctoral Fellowships, 4. Discovery and Development Fund and 5. Pilot Fund (the "Peer Review Process").

I understand that in evaluating these applications I will be in receipt of certain confidential and proprietary information of substantial value to the applicants. This information may be in both oral and written form. I acknowledge that the disclosure of any such material to third parties will prejudice the ability of the applicant to conduct its business successfully. Accordingly, I agree that my receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. **Confidential Information** means any information disclosed by the Department to me regarding applicants and applications that I receive and/or review under the Peer Review Process. It also means any information disclosed by the Department to me, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as "Confidential," "Proprietary," or some similar designation. Confidential Information will include the items set forth in any Appendix attached to this Agreement, whether or not appropriately designated upon disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to me by third parties.

2. **Exceptions.** Confidential Information will not, however, include any information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to me through no action or inaction of me; (c) is already in my possession at the time of disclosure by the disclosing party; (d) is obtained by me from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by me without use of or reference to the disclosing party's Confidential Information.

3. **Non-use and Non-disclosure.** I will use the Confidential Information solely in connection with the Peer Review Process. I will not disclose the Confidential Information to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to participate in the Peer Review Process. I may disclose the Confidential Information if required by law so long as I give the Department prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. I will not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information and that are provided to me under this Agreement.

4. **Maintenance of Confidentiality.** I will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, I will take at least those measures that it takes to protect my own most highly confidential information. I will not make any copies of the Confidential Information unless approved in writing by the Department. Each party will reproduce the other party's proprietary rights notices on any approved copies.

5. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the property of the Department.

Upon the Department's request, I will promptly deliver to the Departmental Confidential Information, without retaining any copies.

6. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as expressly set forth in this Agreement.

7. **Term.** My obligations under this Agreement will survive until such time as all Confidential Information becomes publicly known and made generally available through no action or inaction of me.

8. **Remedies.** I acknowledge that any violation or threatened violation of this Agreement may cause irreparable injury to the Department, entitling the Department to seek injunctive relief in addition to all legal remedies.

9. **Miscellaneous.** This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the Province of Prince Edward Island, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

**PEER REVIEWER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approval to participate in the Peer Reviewer Process has been granted to the Peer Reviewer on behalf of the Department of Innovation and Advanced Learning by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

