

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into as of April 29th, 2022 by and between the members of the Pan-Canadian Palliative Care Research Collaborative (PCPCRC).

WHEREAS, all members of the PCPCRC wish to facilitate the building of partnerships and capacity in palliative care research, and foster a collaborative space where all members of the PCPCRC can share research ideas and receive constructive feedback.

WHEREAS, during the course of such discussions, each member(s) may wish to disclose information and/or original ideas relating to that disclosing member's research which the disclosing member may wish to be considered proprietary and wishes to protect. In order to ensure the confidentiality of such information, the members hereby agree that:

1. "Confidential Information" shall mean that information provided to the receiving member(s) by the disclosing member(s) and which the disclosing member(s) wishes to keep confidential and so indicates, if such information is in written form, by an appropriate legend, marking, or stamp thereon, or if orally or visually disclosed, is identified by the disclosing member(s) as confidential at the time of disclosure.
2. All members each agree to keep in confidence and not to use, except for the purposes related to the discussions above, or to disclose to third parties any Confidential Information disclosed by a disclosing member. Receiving member(s) shall only make such copies of the disclosing member's(s) Confidential Information with the permission of the disclosing member(s) and only as are necessary for the purposes described in this Agreement and shall limit the internal disclosure of such Confidential Information to those members who have a need to know and an obligation to protect it. Neither member(s) shall be liable for the inadvertent disclosure of Confidential Information provided that members have exercised the same degree of care to protect such Confidential Information as each member uses to protect their own proprietary information.
3. The restrictions in Paragraph 2 above shall not apply to Confidential Information that is:
 - a. in the public domain at the time of disclosure, or subsequently comes within the public domain without fault of the receiving member(s);
 - b. known to the receiving member(s) at the time of disclosure or independently developed by the receiving member, provided there is adequate documentation to confirm such prior knowledge or independent development;
 - c. used or disclosed by the receiving member(s) with the prior written approval of the disclosing member(s);
 - d. disclosed to third parties by disclosing member(s) without similar restrictions on such third parties; or
 - e. required to be disclosed by government agency or law, provided that member(s) is /are provided with prior written notice of any such disclosure.
4. Neither the execution of this Agreement, nor the disclosure of any Confidential Information, shall be construed as granting either expressly or by implication, any license or transfer of ownership of the Confidential Information now or hereafter owned by or controlled by the disclosing member(s). This Agreement shall not be construed in any manner to be an obligation to enter into a further contract or to reimburse the cost of any effort expended by either member(s).
5. Members acknowledge that in the event of a breach by a member(s) under the terms of this Agreement, available equitable remedies and/or remedies at law may be pursued by the non-breaching member(s) and membership to the PCPCRC may be revoked.

6. Agreement expiration:
 - a. This Agreement shall expire in ten years (10 years) from the date of its execution unless terminated sooner in accordance with Paragraph (b) below.
 - b. Neither expiration nor termination of this Agreement shall affect obligations with respect to Confidential Information exchanged prior to the effective date of termination or expiration.
7. All future modifications to this Agreement shall be in writing and signed by all members. This document contains the entire agreement between the members and supersedes any previous understanding, commitment or agreement, whether written or oral.
8. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the members of the Pan- Canadian Palliative Care Research Collaborative (PCPCRC) have caused this Agreement to be executed and by signing this Agreement agree not to share the research presented among the PCPCRC to non-PCPCRC members without the permission of the disclosing member, nor to claim any research ideas or work of another member as their own.

PCPCRC Member

Signature:

Name [print]:

Date: