

EFFECTIVE DATE: _____
(thesis submission date)

This Agreement sets forth the terms and conditions under which confidential, proprietary and other private information shall be disclosed between the University of Waterloo and _____
_____ hereinafter referred to as "Examiner."

By signing below, the parties acknowledge and accept the terms and conditions herein.

1. The Examiner authorized to disclose and receive the confidential information is:

Name and Title

On behalf of the University of Waterloo:

Name and Title

2. The confidential information disclosed under this Agreement is described as:

Contents of the Masters/Doctoral Thesis by:

which is entitled:

3. The confidential information shall be used by the Examiner only for the purpose of examination of thesis as part of the requirements of the Graduate Program in which the student named above is enrolled
4. This Agreement controls only confidential information which is disclosed between the effective date and one year following the date of the thesis submission.
5. The obligations imposed upon an Examiner hereunder shall apply only to information which at the time of disclosure is:
- (a) marked as confidential if such information is disclosed in a physical form as the content of the thesis named above, and the oral defense, if any, of this same thesis, or

(b) if disclosed in some other form or manner is identified as confidential, and which identification is subsequently confirmed in a written notice delivered to the Examiner specified in item 1. within thirty (30) days of disclosure.

6. The Examiner agrees to take all action reasonably necessary to protect the confidentiality of the confidential information, including without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the confidential information. Without limiting the foregoing, the Examiner agrees to utilize the same degree of care, to avoid unauthorized disclosure or use of the confidential information of the discloser that the Examiner would normally use with respect to its own confidential information.
7. The obligations imposed upon an Examiner hereunder do not apply to information:
 - (a) which is or becomes publicly available without breach of this Agreement;
 - (b) which is already known to the Recipient prior to its disclosure hereunder;
 - (c) which is independently developed by the Examiner.
8. The parties acknowledge that any technology, product or other intellectual property identified as confidential information and provided hereunder is provided on an “as is” basis without warranty of any kind whether express or implied and that the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed. In particular, the Examiner shall not be liable for any direct, indirect, special or consequential damages in connection with or arising out of the performance or use of any portion of the confidential information.
9. Nothing in this Agreement shall be construed to preclude the Examiner from using, marketing, licensing, and/or selling any independently developed technology, product or other intellectual property that is similar or related to the confidential information disclosed hereunder.
10. Neither Party:
 - (a) acquires any intellectual property rights under this Agreement except the limited right to use the confidential information as specified in Paragraph 3;
 - (b) has an obligation hereunder to purchase or otherwise acquire any service or item from the other;
 - (c) has an obligation hereunder to commercially release any products or services using or incorporating the confidential information.
11. Upon the University of Waterloo’s written request, the Examiner shall immediately return any Confidential Information and the physical media on which it was received or destroy all copies of the Confidential Information and certify in writing to the University of Waterloo that it has destroyed all copies made of the Confidential Information. Such certification shall be delivered within five (5) days of the University of Waterloo’s request.
12. All modifications or amendments to this Agreement must be in writing and must be signed by both parties.

13. The parties are independent contractors and this Agreement does not establish any relationship of agency, partnership or joint venture.
14. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada therein.

ACCEPTED BY:

Examiner:

Name of Thesis Examiner [*Please print*]

Authorized Signature **Date:** _____

University of Waterloo:

Name and Title of University Representative

Authorized Signature **Date:** _____