

**THIS AGREEMENT** made under the laws of the Province of Prince Edward Island, Canada.

**BETWEEN:**

**The University of Prince Edward Island**  
whose head office address is:

550 University Avenue  
Charlottetown, PEI C1A 4P3

(called "UPEI")

**AND:**

\_\_\_\_\_

whose address is:

\_\_\_\_\_  
\_\_\_\_\_

(called the "Invitee")

**AND:**

\_\_\_\_\_

whose address is:

\_\_\_\_\_  
\_\_\_\_\_

(called the "Supervisor")

**WHEREAS:**

- (a) UPEI wishes to grant the Invitee access to UPEI Premises; this agreement sets out the understanding with respect to that access.
- (b) UPEI possesses information (herein after called "Confidential Information") of commercial value that UPEI maintains in confidence. UPEI desires to preserve the confidentiality of that information, but may make available to the Invitee certain information.

The Parties agree as follows:

**1.0 ACCESS**

1.1 Subject to the terms of this Agreement, UPEI hereby grants the Invitee access to UPEI's Building \_\_\_\_\_ (called the "Premises") for a period expected to be approximately from \_\_\_\_\_ to \_\_\_\_\_. UPEI may in its discretion modify the period.

**2.0 INVITEE'S STATUS**

2.1 The Invitee acknowledges that the Invitee's presence in the Premises does not create an employer-employee relationship between UPEI and the Invitee.

**3.0 CONFIDENTIALITY**

3.1 **Scope:** The Invitee acknowledges that all information of a scientific or technical nature which the Invitee obtains from UPEI, is Confidential Information, regardless of whether:

- (a) it was in documents with or without indications of confidentiality;
- (b) anything was said about confidentiality at the time of disclosure; or
- (c) it was disclosed intentionally or inadvertently;

unless the nature of the information or the circumstances in which it was disclosed clearly indicate that the information is not confidential, or UPEI has agreed in writing that the information is not confidential.

- 3.2 Confirmation of Confidentiality:** If in doubt about the confidentiality of any information, the Invitee may make an inquiry to the Supervisor, and must assume that the information is confidential unless a written confirmation from the Supervisor indicates otherwise.
- 3.3 Restriction:** The Invitee shall not, for the duration stated below, directly or indirectly, without specific permission from UPEI:
- (a) use any Confidential Information; or
  - (b) publish or disclose any Confidential Information to any person or entity.
- 3.4 Duration:** The obligations of confidentiality and non-use in this Agreement apply to each item of Confidential Information until five (5) years after that item of information became known to the Invitee. Information is assumed to have become known on the last day the Invitee is at the Participating Institute, unless the Invitee can provide evidence of an earlier date.

#### 4.0 COMPLIANCE

- 4.1** The Invitee shall comply with regulations and policies UPEI may adopt from time to time to address access to the Premises and activities thereon. Without limiting the generality of the foregoing, the Invitee shall comply with policies and regulations addressing:
- (a) protection and confidential information;
  - (b) research ethics/animal care;
  - (c) code of conduct in UPEI premises;
  - (d) safety and health of UPEI employees, the Invitee and others; and
  - (e) security and emergency procedures.

These policies are available through [www.upei.ca/policies](http://www.upei.ca/policies).

#### 5.0 WAIVER OF LIABILITY

- 5.1** To the extent permitted by law, the Invitee waives the right to bring any legal proceeding, including an action for damages based on negligence, against UPEI, its officers, agents or employees.

#### 6.0 INSURANCE

- 6.1** The parties acknowledge that UPEI carries no insurance on behalf of the Invitee.

#### 7.0 INDEMNITY

- 7.1** The Invitee shall indemnify and save harmless UPEI from and against all claims, demands, actions, suits or other proceedings arising out of the presence of the Invitee at UPEI.

#### 8.0 TERMINATION

- 8.1** Any breach of this Agreement is grounds for UPEI to immediately terminate the Invitee's access to the Premises, as well as to seek other legal remedies, restraints and compensation.

**SIGNED** in by the **Invitee**:

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

**SIGNED** by the **Invitee's Parent  
or Guardian, if applicable**:

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name and title)

**SIGNED** by the **Department Chair** at \_\_\_\_\_:

By signing below, I hereby confirm that I have read the foregoing and agree to discharge my duties as Department Chair in accordance with the terms and conditions outlined herein.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print name and title)

**SIGNED** by the **Dean (or designate)** at \_\_\_\_\_:

By signing below, I hereby confirm that I have read the foregoing and acknowledge that I am aware that this Invitee Access Agreement is in place.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print name and title)

[Distribution of Electronic Copies: Invitee(1), Department Chair (1), Dean/Director (1)], Comptroller's Office **ORIGINAL to be held by Department Chair**