

**THIS INVITEE ACCESS AGREEMENT** is 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  
Email:

(hereinafter called "**UPEI**")

**AND:**

whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
Email:

(hereinafter called the "**Invitee**")

**AND:**

whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
Email:

(hereinafter called the "**Invitee's Institution**")

**AND:**

whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
Email:

(hereinafter called the "**Invitee Supervisor**")

**AND:**

whose address is:

\_\_\_\_\_  
\_\_\_\_\_  
Email:

(hereinafter called the "**Invitee Supervisor's Institution**")

(hereinafter collectively referred to as the "**Parties**")

**WHEREAS** the Invitee wishes to access UPEI Facilities;

**AND WHEREAS** UPEI wishes to grant the Invitee limited and defined access to certain UPEI Facilities under the supervision of, amongst others, an Invitee Supervisor;

**AND WHEREAS** the Invitee's Institution has agreed to allow the Invitee to access certain UPEI Facilities;

**AND WHEREAS** the Invitee Supervisor has agreed to supervise the Invitee while he/she is accessing UPEI Facilities;

**AND WHEREAS** the Invitee Supervisor's Institution has agreed to allow the Invitee Supervisor to supervise the Invitee;

**AND WHEREAS** the Parties wish to enter into this agreement to outline and clarify the expectations of how all Parties

to this agreement will govern their behaviour during the course of exercising the access to UPEI Facilities;

**AND WHEREAS** the Parties wish to address the issue of any potential liability which may arise as a result of the Invitee exercising the access to UPEI Facilities;

**AND WHEREAS** activities at UPEI are governed by UPEI policies and procedures to which the Invitee agrees to adhere;

**IN CONSIDERATION** of the preceding recitals and other consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties agree as follows:

## **DEFINITIONS**

- (a) "Access Period" means the specified period of time during which the Invitee will be granted access to UPEI Facilities.
- (b) "Confidential Information" means all research information, proprietary information, trade secrets or business information and includes, without limitation, verbal, written, graphic, photographic, recorded, prototype, electronic and sample, databases, audiovisual and computer material, or any other non-public information to which the Invitee is exposed during the course of this Invitee Access Agreement being in effect.
- (b) "Department Chair" means the position whose duties and appointment process are referred to in clause B-3 of the Collective Agreement between UPEI and the UPEI Faculty Association, Bargaining Unit 1, or his/her designate or equivalent.
- (c) "Invitee" means a person other than a UPEI Faculty Member, UPEI Adjunct Faculty Member, UPEI Employee or UPEI Student who is granted access to UPEI Facilities under the supervision of an Invitee Supervisor.
- (d) "Invitee's Institution" means any public or private entity with which the Invitee is associated in an academic, volunteer, internship or employment capacity.
- (e) "Invitee Supervisor" means a UPEI Faculty Member, UPEI Adjunct Faculty Member or UPEI Employee who is deemed acceptable by the Invitee Supervisor's Department Chair to supervise the Invitee while the Invitee is making use of UPEI Facilities.
- (f) "Invitee Supervisor's Institution" means any public or private entity, other than UPEI, with which the Invitee Supervisor is associated in an academic, professional, volunteer or employment capacity.
- (g) "UPEI Facilities" includes, but is not limited to, any building, office, laboratory, classroom or library located on the campus of UPEI.

## **1.0 ACCESS**

- 1.1 Subject to the terms of this Agreement, UPEI, with the permission of Invitee's Institution and the Invitee Supervisor's Institution, hereby grants the Invitee access to the UPEI building [REDACTED] (hereinafter called the "UPEI Facilities") for a period from [REDACTED] to [REDACTED] (hereinafter called the "Access Period"), which access shall be exercised under the supervision of the Invitee Supervisor.
- 1.2 If requested by the Invitee Supervisor and approved by the Invitee Supervisor's Department Chair, the Invitee will be issued UPEI keys and/or security cards for access to space to be used by the Invitee. All keys and security cards will be issued according to the UPEI Key Control Policy and the Invitee hereby agrees to comply with this Policy: [http://www.upei.ca/policy/files/policy/Key%20Control%20Policy%20%28admf\\_m\\_gnl0003%29\\_1.pdf](http://www.upei.ca/policy/files/policy/Key%20Control%20Policy%20%28admf_m_gnl0003%29_1.pdf)

## **2.0 INVITEE'S STATUS**

- 2.1 The Invitee acknowledges that the Invitee's presence in the UPEI Facilities creates neither an employer-employee

relationship between UPEI and the Invitee, nor an agency relationship with UPEI.

### 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 Invitee Supervisor or the Invitee Supervisor's Department Chair, and must assume that the information is confidential unless a written confirmation from the Invitee Supervisor or the Invitee Supervisor's Department Chair expressly indicates otherwise.

3.3 **Restriction:** The Invitee shall not, for the duration stated below, directly or indirectly, and without specific permission from UPEI:

- (a) use any Confidential Information;
- (b) publish or disclose any Confidential Information to any person or entity;
- (c) post/release images electronically or otherwise or information from or about UPEI facilities or operations.

except to the extent permitted under this Invitee Access Agreement.

3.4 **Duration:** The obligations of confidentiality in this Agreement apply to each item of Confidential Information until five years after that item of information became known to the Invitee. Information is assumed to have become known on either the end date of the Access Period or the last day the Invitee is at UPEI, whichever is later, unless the Invitee can provide evidence of an earlier date.

### 4.0 COMPLIANCE

4.1 The Invitee shall comply with all UPEI policies and procedures which can be found at <http://www.upei.ca/policy/>. The Invitee Supervisor is responsible for reviewing with the Invitee all relevant policies and for ensuring compliance with said policies, and to bring forth any questions to the Invitee Supervisor's Department Chair should they arise. The Invitee Supervisor's Department Chair will provide to the Invitee either printed or electronic copies of any relevant policies and/or procedures not available on the UPEI policies web site.

### 5.0 WAIVER OF LIABILITY

5.1 To the extent permitted by law, the Invitee, the Invitee's Institution, the Invitee Supervisor and the Invitee Supervisor's Institution waive the right to bring any legal proceeding, including any action for damages based on negligence against UPEI, its officers, agents, assigns or employees.

### 6.0 INSURANCE

6.1 The Invitee's Institution is solely responsible for determining and paying for all insurance coverage the Invitee requires, including, but not limited to, medical and/or health, liability, errors and omissions and property insurance. The Invitee's Institution is responsible for arranging and paying for any and all insurance and worker's compensation coverage. The Invitee's Institution shall maintain in force such insurance as it deems necessary to

meet the requirements of this Agreement.

**7.0 INDEMNITY**

7.1 The Invitee and the Invitee’s Institution shall indemnify and save harmless UPEI, the Invitee Supervisor and the Invitee Supervisor’s Institution from and against all claims, demands, actions, suits or other proceedings arising out of the presence of the Invitee on UPEI Facilities.

**8.0 TERMINATION**

8.1 UPEI may, at any time and without cause or notice to the Invitee, the Invitee’s Institution, the Invitee’s Supervisor or the Invitee Supervisor’s Institution, unilaterally terminate the Invitee’s access to UPEI Facilities as provided for under this Invitee Access Agreement.

8.2 Any breach of this Invitee Access Agreement is grounds for UPEI to immediately terminate the Invitee’s access to UPEI Facilities, as well as to seek other legal remedies, restraints and compensation.

8.3 The Invitee, the Invitee Supervisor or the Invitee Supervisor’s Institution may, at any time and without cause or notice to UPEI, unilaterally terminate the Invitee’s access to UPEI Facilities as provided for under this Invitee Access Agreement.

**9.0 GENERAL**

9.1 This Agreement may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one valid and binding Agreement. A facsimile copy or portable document format (PDF) copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.

**SIGNED** by the **Invitee** at \_\_\_\_\_

By signing below, I hereby confirm that I have read and understand my responsibilities in receiving access to the UPEI Facilities, and that I have read, understood, and agreed to the policies and procedures mentioned in this Invitee Access Agreement.

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

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

\_\_\_\_\_  
(Print name)

**SIGNED** by the **Invitee’s Institution** at \_\_\_\_\_:

By signing below, I hereby confirm that I have the necessary authority to bind the Invitee’s Institution for all the terms and conditions contained herein (as the case may be).

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

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

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

**SIGNED** by the **Invitee Supervisor** at \_\_\_\_\_:

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

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

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

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

**SIGNED** by the **Invitee Supervisor's Institution** at \_\_\_\_\_:

By signing below, I hereby confirm that I have the necessary authority to bind the Invitee Supervisor's Institution to all the terms and conditions contained herein.

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

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

\_\_\_\_\_  
(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), Invitee's Institution(1), Invitee Supervisor(1), Invitee Supervisor's Institution(1), Department Chair (1), Dean/Director (1)], Comptroller's Office **ORIGINAL to be held by Department Chair**