

# NRESi BMAP Project Participant Agreement



The Project, “*Implementing Protocols for Biodiversity Monitoring and Assessment*”, is a Natural Resources and Environmental Studies Institute (NRESi) project that is being undertaken by many NRESi members, their graduate students and their research associates and employees. This work is supported by a Contribution Agreement between Pacific Trail Pipelines Limited Partnership (PTPLP) and UNBC.

## Acknowledgement of Confidentiality

During this work both PTPLP and NRESi/UNBC may each disclose information considered to be confidential to the other to facilitate the Project. Such information will be treated as confidential as described in Appendix I by all participants in the Project.

- By signing this Agreement, *I certify that I understand and acknowledge the confidentiality in which all Project-related information from PTPLP to NRESi/UNBC and from NRESi/UNBC to PTPLP will be treated and used. Further, information I obtain about PTPLP and their operations as part of the Project will not be used by me in any other context outside of my involvement in the Project, nor will I share any of that information with anyone not involved in the Project.*

## Acknowledgement of shared Intellectual Property Rights

As part of the Contribution Agreement that supports this work, the NRESi/UNBC Principal Investigators involved in the Project have agreed that any inventions and discoveries produced or developed by participants fully supported by the PTPLP, will be owned jointly by the PTPLP and those making the inventions or discoveries. It is the responsibility of the NRESi/UNBC to advise all affected participants of this condition.

- By signing this agreement, *I further understand and acknowledge that any inventions or discoveries made by me while supported by this project will be jointly owned by PTPLP.*

\_\_\_\_\_  
(print name)

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

\_\_\_\_\_  
(date)

Principal Investigator / Supervisor:

\_\_\_\_\_  
(print name)

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

\_\_\_\_\_  
(date)

## Appendix I: Excerpt from the Phase II Contribution Agreement

### Confidentiality

*As used in this Agreement, the term "Confidential Information" includes the disclosing party's business plans, business proposals, technical or non-technical data, studies, reports, engineering information, engineering designs or concepts, financial data, financial information, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, economic data, pricing, production and development plans, projections, marketing plans, marketing materials, market research, budget information, marine data, land data, trade secrets, know-how, Personal Information and other documentation which is disclosed during pursuit of the Project, whether disclosed orally, in writing, electronically, digitally or by way of inspection, drawings, diagrams, or sketches. Personal Information refers to any information about an identifiable individual, other than that person's business title or business contact information (such as business phone and fax number, business address and business email) when used or disclosed for the purpose of business communications.*

*Each party agrees that it will not disclose Confidential Information provided to it by the other party to others except to the extent that it is necessary to disclose such Confidential Information to its affiliates and its and their respective directors, officers, employees, representatives, agents, and legal and financial consultants (collectively, "Representatives") who have a need to know such Confidential Information, whether to carry out its obligations under this Agreement, to achieve the purposes for which the information was disclosed, or otherwise.*

*The parties will use at least the same degree of care that each party uses to protect its own Confidential Information of similar importance, but no less than a reasonable degree of care. The receiving party's obligations hereunder shall apply to all Confidential Information regardless of its form or medium, whether conveyed orally, visually, electronically or in writing, and whether or not it is designated as "confidential".*

*The parties may disclose Confidential Information if required by law, subpoena, rule, regulation (including applicable stock exchange regulations), order, or request of a governmental authority or court of competent jurisdiction, and further, in the case of the Recipient, as may be required under its written records disclosure policy, provided that the party obligated to disclose such Confidential Information will (i) assert the confidential nature of the Confidential Information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed, and (iii) immediately notify the other party of the requirement, order, or request to disclose in advance of such disclosure in order to afford the other party the opportunity to contest disclosure. No other use or disclosure of Confidential Information may be made by any party without the prior written consent of the disclosing party.*

*Confidential Information will not include any information which:*

- a. was publicly available at the time of disclosure;*
- b. was known by the receiving party or any of its Representatives prior to such disclosure;*
- c. becomes publicly available after disclosure through no fault of the receiving party;*
- d. is received by the receiving party or any of its Representatives from a third party who represents that it has the right to disclose the information; or*
- e. is developed independently by the receiving party or any of its Representatives without reference to or use of Confidential Information.*