



MADE MILL

Welcome to **MadeMill**.

MadeMill is the Makerspace and Advanced Digital Media Lab

@ The Innovation Centre at Bayview Yards

Operated by **prototypeD TEAM Inc.**

THIS CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2017.

BETWEEN:

(the "**Artist**")

AND

prototypeD TEAM Inc. o/a MadeMill
("**prototypeD**")

WHEREAS prototypeD issued a call for submissions from artists to participate in the prototypeD artist residency;

AND WHEREAS the Artist responded by providing a Proposal (as such term is defined in the Residency Agreement) that was assessed and accepted by prototypeD;

AND WHEREAS prototypeD offered the Artist a residency, subject to the parties hereto entering into the Residency Agreement and this confidentiality agreement;

AND WHEREAS there are or may be business discussions and/or projects being carried out from the Site between prototypeD and its clients or Site users respecting the engagement of prototypeD to develop prototypes and/or work product for such prototypeD clients;

AND WHEREAS the Artist has agreed, subject to the terms and conditions of this Agreement, to maintain as completely confidential all such information as may be disclosed or become known to the Artist by virtue of the Artist's residence at the Site during the term of the Residency Agreement;

NOW THEREFORE in consideration of the entering into of the Residency Agreement, payment of consideration by prototypeD to the Artist and the mutual covenants contained herein, the parties hereto agree as follows:

1. The Artist expressly covenants and agrees that it will not, at any time during or after the termination of the Residency Agreement, whatever may be the reason for such termination, reveal or make known to any person, firm, or corporation, any information disclosed by prototypeD or which becomes known by the Artist by virtue of the Artist's participation in the Residency Agreement, presence or attendance at the Site during the term of the Residency Agreement which relates to the products, engagement plans, research and development plans, client relationships, client lists, sub-contractor or supplier relationships, product, project or sales opportunities, proposal or bid strategies, intellectual property, corporate strategies, financial information of prototypeD or any information which has been marked "**Confidential**" or any other information whatsoever pertaining to the products, clients and/or interests of prototypeD which may come to be known by the Artist by virtue of their presence at the Site during the term of the Artist Agreement.
2. It is understood and agreed that all such information shall remain the property of prototypeD and no use shall be made of such information by the Artist.
3. The Artist shall not copy, photograph, photocopy, or in any other manner reproduce or cause reproduction to be made of any such information or any prototypeD or prototypeD client products without the express written permission of prototypeD.
4. The Artist agrees to assume responsibility for full compliance with this Agreement by all of the Artist's employees, contractors, representatives and agents, as the case may be.
5. Immediately upon termination of the Residency Agreement, whatever may be the reason for such termination, the Artist shall return to prototypeD all prototypeD and prototypeD products and information provided to the Artist by prototypeD.
6. Notwithstanding anything to the contrary hereinbefore set forth or implied, the obligations of non-disclosure and non-use shall not apply to any information which, at the time of disclosure, is part of the public domain.

7. The Artist confirms that the above restrictions on disclosure are reasonable and agrees that all defenses to strict enforcement thereof are waived. The Artist further agrees that a monetary remedy at law for any breach of this Agreement will be inadequate and that prototypeD, in the event of breach, will be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage, in addition to any other relief available to it.
8. In the event that it is determined in any legal proceedings before a competent tribunal that any paragraph or a part of any paragraph of this Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.
9. Words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, corporations and unincorporated organizations and vice versa.
10. This Agreement shall not be assigned by any of the parties hereto and this Agreement shall remain in full force and effect for a period of [X] years from the date this Agreement is made.
11. Nothing in this Agreement shall be construed to create any joint venture or partnership between the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada.

IN WITNESS WHEREOF the parties as of the above-noted date have signed and delivered this Agreement personally or under the signature of an authorized signing representative.

prototypeD TEAM INC.

Janak Alford
President

I have authority to bind the Corporation

[ARTIST]

Name: