

Between:

A company with its head office at

represented by _____

_____ Duly authorized for the purposes of this agreement;

(Hereinafter referred to as «the Company»)

And:

_____ , an M.Sc. student in Administration at HEC Montréal,

with student ID number _____ .

(Hereinafter referred to as «the Student»)

And:

_____ , a Professor at HEC Montreal and project director

(Hereinafter referred to as «the Supervising Professor»)

Whereas the Student intends to carry out a supervised project at a Company;

Whereas the Student must prepare a supervised project report, to be submitted to the Supervising Professor for evaluation;

Whereas the Company agrees to give the Student access to certain information during his or her supervised project and understands that some of this information may be confidential;

Whereas confidential information may be contained in the Student's supervised project report or communicated by the Student to the Supervising Professor during the supervised project;

Whereas a jury consisting of the Supervising Professor and one other professor will read and evaluate the Student's supervised project report;

Whereas all the parties agree to protect the confidentiality of the information while allowing the Student to prepare a project report and have it evaluated.

The parties agree as follows:

1. Purpose of this agreement

The Company will provide the Student with certain information in its possession, including some confidential information, and will allow the Student to use this information in his or her supervised project report; the Company also authorizes the Supervising Professor to have access to the supervised project report and the Professor agrees to protect the confidentiality of the information.

2. Definitions of confidential information

All information belonging to the Company and kept confidential by it, concerning in particular research, development, offers of service and products, scheduling, operations, procedure, marketing and business plans and strategies, corporate plans, budgets and unpublished financial statements, financial information, agreements, prices, rates and costs, suppliers and clients and purchases made by each client.

3. Communicating information to the student and the Supervising Professor

The Student will have access to certain information held by the Company during the supervised project, some of which may be confidential. The information communicated may be used only for purposes of the Student's supervised project and to prepare the supervised project report, which will be read only by the Supervising Professor and another professor, making up the jury, as part of their respective duties. The jury member who is not the Supervising Professor will be required to sign a confidentiality agreement similar to the one appended to this agreement. The Student may also have to discuss the project with the Supervising Professor during the supervised project and in that context may provide the Supervising Professor with confidential information.

4. Protection of personal information

The Company understands that the supervised project report should not focus on confidential information, but that the Student and/or the Supervising Professor may accidentally or incidentally have access to some confidential information. The Student and the Supervising Professor agree to not disclose the confidential information and to handle it with at least as much precaution as they would their own confidential information, and to protect its confidentiality.

5. Recourse by the Company should this agreement be violated

The Company shall notify the Student and the Supervising Professor immediately as soon as an allegation that this agreement has been violated is brought to its attention, to give the Student and the Supervising Professor the opportunity to remedy any such violation.

6. Laws and tribunals

This agreement is to be interpreted according to applicable Quebec laws and federal laws. Tribunals of the Province of Quebec will have jurisdiction in any dispute relating to this agreement.

7. Terms of agreement

The obligations on the part of the Student and the Supervising Professor relating to the confidential information will remain in effect for one year after the completion of the supervised project.

In witness whereof, the parties have signed this agreement in triplicate, in Montreal

For the Company, name and title:	
Signature:	
Date:	

Student's signature:	
Date:	

Supervising Professor's signature:	
Date:	

Please join this duly signed form to your *Approval of the supervised project* form by uploading it at the appropriate place.