

THIS AGREEMENT dated this _____ day of _____, 20__

BETWEEN:

DALHOUSIE UNIVERSITY on behalf of the Faculty of Engineering (“**Dalhousie**”)

- and -

_____, carrying on business as

_____, (the “**Company**”)

-and –

students in the Faculty of Engineering (collectively referred to as the “**Students**”)

for the purpose of completing the Project entitled _____.

WHEREAS:

- A. As part of Dalhousie’s Bachelor of Engineering program, Dalhousie offers an engineering design course in which senior undergraduate students undertake engineering projects for external organizations.
- B. The Company has agreed to allow the Students to complete their Project at the Company.
- C. The Students are required to submit reports to Dalhousie in furtherance of their academic pursuits and such reports will likely contain confidential information of the Company.
- D. As a result of the Students being permitted to undertake the Project at the Company,

the Students and/or Dalhousie may acquire knowledge of, or have access to, certain confidential information and trade secrets of the Company.

- E. The Students may, as part of the Project, develop confidential materials, including inventions, research, scientific methods and intellectual property and the parties wish to address ownership of such items.
- F. The parties may agree that, where appropriate, the Students may participate in and complete their Project remotely, in full or in part.

NOW THEREFORE, it is agreed that:

1. DEFINITIONS

1.1 Whenever used in this Agreement the following words and phrases shall have the following meanings:

1.1.2 **“Confidential Information”** means information about certain matters and things which are confidential to the Company, including, without limitation, supply and service information, marketing information, personnel information, technical information and trade secrets, database information, financial information, business plans, forecasts, and market strategies, and customer information.

1.1.3 **“IT Solutions”** means telephone or video conferencing software, other software used by Company to enable Students to work on the Project, or other technology-driven solutions.

1.1.4 **“PPE”** means personal protective equipment such as masks, gowns, face shields, and other protective equipment as applicable.

1.1.5 **“Remote Work”** means Students’ work on the Project that takes place off-site from the Company, in whole or in part, through the use of technology.

1.1.6 **“Project”** means:

_____.

2. SELECTION AND SUPERVISION OF PROJECT

2.1 Dalhousie and the Company agree that the Company will accept the Students to complete the Project at the Company during the academic term _____.

2.2 Dalhousie and the Company shall work together to organize the Project to ensure that it is suitable for the Students to complete the requirements of the Project.

- 2.3 The contact person at the Company for the Project shall be _____ . This person shall be responsible for coordinating the Students' access to the Company facilities, resources and services required.
- 2.4 The contact person at Dalhousie for the Project shall be _____ for the completion of the Project.
- 2.5 While they are engaged in the Project, the Students will be subject to the policies, procedures and regulations of the Company. The Company shall provide each Student with relevant Company rules, regulations, policies and/or procedures and may require the Students to participate in any orientation programs the Company deems necessary. The Company shall provide directions to the Students, if applicable, for the collection, use, destruction, and sharing of any personal information collected by Students as part of the Project.
- 2.6 To the extent that the Students are working on-site in whole or in part, the Company is responsible to (i) assess PPE needs, if any, for students, and (ii) at all times provide adequate and appropriate PPE to students attending on-site. The Company shall follow appropriate and up-to-date protocols regarding the use, disposal, and replacement of PPE and shall inform the students of all such applicable protocols.
- 2.7 In the event that the Company uses Remote Work as part of the Project, the Company shall be responsible to select and establish appropriate software and/or platform(s) in order to allow Remote Work to take place and shall be responsible for adhering to applicable laws. Such platform(s) may include IT Solutions. The Company will maintain adequate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of data shared using the IT Solutions in accordance with applicable laws and best practices. Those safeguards will include, but will not be limited to, adequate measures for preventing access, use, modification, collection or disclosure of confidential information, except as may be required by applicable privacy laws. The Company is responsible for maintaining adequate cyber liability and data breach insurance throughout the term of this Agreement.
- 2.8 The Company has the right to require a Student to leave the Company's premises because of their conduct. This right will not be exercised without prior discussion with Dalhousie except in extraordinary circumstances.

3. FEES AND EXPENSES

- 3.1 The Company agrees to pay for all costs incurred by the Students in the course of carrying out their duties in connection with Project where such costs are approved in advance by the Company.

4. CONFIDENTIAL INFORMATION

- 4.1 The Students and Dalhousie acknowledge that as a result of the Project, the Students and Dalhousie will acquire Confidential Information, which information is the exclusive property of the Company. Confidential Information shall be clearly identified as such at the time it is provided to the Students.

- 4.2 Except as otherwise provided in this Agreement, the Students and Dalhousie:
- 4.2.1 will hold all Confidential Information in confidence and shall not discuss, communicate or transmit Confidential Information to anyone other than faculty members or advisors who are involved in advising the Students in relation to the Project, or make any unauthorized copy of or use the Confidential Information in any capacity;
 - 4.2.2 will use reasonable efforts to prevent unauthorized use or disclosure of Confidential Information and to protect the Company's interests in the Confidential Information; and
 - 4.2.3 acknowledge that, with the exception of reports prepared by the Students to meet academic requirements, all notes, data, tapes, diskettes, files, records, reference items, sketches, drawings, memoranda and other materials in any way relating to any of the Confidential Information produced by the Students or coming into the Students' and/or Dalhousie's possession by or through their participation in the Project, shall belong exclusively to the Company and that the Students will turn over to the Company, all copies of any such materials in their possession or under their control forthwith, at the request of the Company.
- 4.3 Prior to the commencement of the Project, the Students and the Company shall agree as to the manner and process to be followed to ensure the protection of Confidential Information in the oral and written reports, including presentations ("Reports") that the Students are required to deliver or produce. Specifically, the Company shall have the right to review material from all Reports prior to them being submitted to, or presented at, Dalhousie. Notwithstanding the foregoing, the Company shall ensure that any such arrangements:
- 4.3.1 will not prevent the Students from including Confidential Information in Reports that are key to the Project;
 - 4.3.2 shall not interfere with the deadlines for submission of the Reports established by Dalhousie;
 - 4.3.3 shall permit Dalhousie to review the Reports and presentations for evaluation purposes.
- 4.4 The obligation to maintain confidentiality shall not apply to information which:
- 4.4.1 is already known to the Students and/or faculty advisor;
 - 4.4.2 is or becomes part of the public domain without breach of this Agreement;
 - 4.4.3 is obtained from third parties that do not have confidentiality obligations to the Company;
 - 4.4.4 is authorized for release by the Company; or
 - 4.4.5 is required by law to be disclosed.

5. PROJECT RESULTS and INTELLECTUAL PROPERTY

- 5.1 As part of their evaluation for the Project course, students may be required to prepare and deliver several reports and presentations to faculty and students of Dalhousie, and to present their Project at the annual Dalhousie Engineering Capstone Conference,

which is open to the public. Students may be required to prepare a poster that identifies the client and describes the design problem, which will be posted to the publicly-accessible Dalhousie Engineering Capstone Conference website, and to give a presentation that summarizes the design details and solution. The materials presented at the conference and in the posters will not include or disclose any Confidential Information.

- 5.2 The final report prepared by the students may be filed with Dalhousie and may, at Dalhousie's sole discretion, be made available for review by students registered in other practical education experiences unless other arrangements are made by the parties.
- 5.3 In the case of any Intellectual Property created by the Student or the Company as part of, or during the course of, or arising from the Project, the Company shall have exclusive ownership of any said intellectual property. Subject to confidentiality obligations as set out in clause 4, the Student and, in some instances, faculty at Dalhousie, shall be at liberty to publish, or otherwise exploit any such intellectual property with prior written permission of the Company, which permission shall not be unreasonably withheld.

6. INSURANCE AND INDEMNIFICATION

- 6.1 Dalhousie and the Company shall indemnify and save harmless the other party from and against any and all manners of actions, causes of actions, suits, claims, demands and costs whatsoever arising from any action done by the party or by its agents or employees acting in the course of their employment, or in the case of Dalhousie by its students in the course of their learning activities during the Project, in contravention of the terms of this Agreement.
- 6.2 Notwithstanding 6.1, the Company understands and agrees that the Project outcomes, report and/or other deliverables provided to the Company by either Dalhousie or the students are provided without condition, representation, warranty or agreement of any kind, whether direct, indirect, collateral, express or implied, as to any matter whatsoever. Furthermore, Dalhousie, including its servants, agents, employees and students, shall not be liable for any direct, indirect, consequential or other damages suffered by the Company, or any other damages suffered by the Company, or any others, from the use of the data, results and/or other deliverables created or produced as part of the Project.
- 6.3 Dalhousie and the Company shall each, at its own expense, be responsible for obtaining and maintaining in force at all times during the term of this Agreement comprehensive general liability insurance and professional liability insurance in the amount of \$5,000,000 per occurrence for the purposes of this Agreement and shall provide evidence of coverage to the other party on request.
- 6.4 The Parties acknowledge that some insurers have limited or excluded coverage related to communicable diseases and/or the fear or threat, whether actual or perceived, of a communicable disease ("Communicable Diseases"). The Parties therefore agree that the insurance minimums set out in Section 6.3 do not apply to actual or alleged loss, liability, or damages in connection with a Communicable Disease.

6.5 Except where expressly required by law, Dalhousie's students shall not be considered employees of the Company in relation to the Project which is the subject of this Agreement, and as such shall not be afforded workers' compensation coverage or other benefits provided to Company employees. Nothing in this section shall be construed as affecting any employment relationship between a student of Dalhousie and the Company which exists independently of the Project and this Agreement.

7. THE VIRUS

7.1 The Parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada, the Province of Nova Scotia, other provinces, and local Governments responded to the pandemic with legislative amendments, controls, orders, by-laws, requests of the public, and requests and requirements to the Parties (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- i. the continued spread of the Virus;
- ii. the continuation of or renewed Governmental Response to control the spread of the Virus; and
- iii. a party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response (the "**Organization Response**").

The Parties acknowledge that certain modifications to the Project may be required to enable the Company and/or the Students to (i) work remotely, (ii) comply with social distancing requirements, and/or (iii) comply with other restrictions in force resulting from the Government Response or the Organization Response. The Parties agree to make best efforts to modify student work as appropriate, including permitting students to perform some or all of their Project work remotely, in order to allow students to successfully complete their projects.

8. TERM

8.1 This Agreement shall be in effect commencing the date written above and shall terminate on _____ unless terminated by one of the parties in accordance with the terms of this Agreement; and

8.2 The terms of the Agreement may be amended by written agreement signed by both parties.

9. NOTICE

9.1 Any notice or other communication between the parties must be in writing and must be given, and deemed to have been given via fax, personal delivery or mail, addressed as follows:

For the Company to:

Attention:

and for Dalhousie to:

Attention:

and for Students to the address provided to the Company

10. GENERAL

- 10.1 **Waiver** – No waiver shall be inferred or implied by anything done or omitted by the parties save only an express waiver in writing.
- 10.2 **Enuring effect** – This Agreement shall enure to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors and permitted assigns.
- 10.3 **Entire agreement** – This Agreement, and any schedules attached hereto, constitute the entire agreement of the parties in relation to the Project, and except as herein provided, no subsequent amendments, additions or changes to this agreement shall be binding upon the parties unless reduced to writing and signed by them.
- 10.4 **Severability** – If a term, covenant or condition of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in force and effect.
- 10.5 **Headings** – The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the agreement or any provision of it.

- 10.6 **Changes in context** – This Agreement shall be read with all changes of number and gender required by context.
- 10.7 **Governing law** – This Agreement shall be construed and governed by the laws of Nova Scotia and the laws of Canada applicable therein.
- 10.8 **Counterparts** – This Agreement may be signed electronically and in counterparts and signatures may be delivered by PDF, each of which shall be deemed to be an original, with the same effect as if the signature thereto were upon the same instrument and delivered in person.
- 10.9 **Authorities** – The signatories warrant that they have the authority to execute this Agreement on behalf of the entity for whom they sign.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

COMPANY

Signature

Name: _____

Title: _____

Date: _____

DALHOUSIE UNIVERISTY

Per: _____
Dr. John Newhook
Dean, Faculty of Engineering

Student

Student

Student

Student

Student

Student