

**THIS AGREEMENT** dated this            day of

**BETWEEN:**

**DALHOUSIE UNIVERSITY** having its address at 6299  
South Street, PO Box 15000, Halifax, NS, B3H 4R2  
(“**Dalhousie**”)

- and -

having its head office at

(the “**Company**”)

-and –

in the Faculty of

Dalhousie University (the “**Mitacs Participant**”).

**WHEREAS:**

- A. As part of the Mitacs Elevate program, a Dalhousie Mitacs Participant is invited to apply their specialized expertise to business-related challenges in which the Mitacs Participant interns with, and works on a project for the Company.
- B. Mitacs and the Company have each agreed to contribute funds, under the Mitacs Elevate program, to cover the costs of the internship project described above, to be conducted by a Dalhousie Mitacs Participant for the Company.
- C. Mitacs has agreed to pay to Dalhousie, and Dalhousie has agreed to administer such funds by applying them to the direct costs of the project, including a stipend for the Mitacs Participant and expenses related to the internship.
- D. The Mitacs Participant is required to submit a final report to Mitacs at the conclusion of the project which details the project work performed, its results and any recommendations, and such final report will likely contain confidential information of the Company.

- E. As a result of the Mitacs Participant accepting a Mitacs Elevate internship at the Company, the Mitacs Participant and/or Dalhousie may acquire knowledge of, or have access to, certain confidential information and trade secrets of the Company.
- F. The Mitacs Participant may, as part of their project, develop confidential materials, including inventions, research, scientific methods and intellectual property and the parties wish to address ownership of such items.

**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 **“Project”** means the

as more fully described in the joint application to the Mitacs Elevate program and as approved in the final Notice of Award.

## **2. SUPERVISION OF PROJECT**

2.1 Dalhousie and the Company agree that the Company will accept the Mitacs Participant to complete a Project at the Company during the academic terms

2.2 Dalhousie and the Company shall work together to organize the Project to ensure that it is suitable for the Mitacs Participant to complete the requirements of the Mitacs Elevate internship. The Parties acknowledge that for the duration of the COVID 19 pandemic that certain modifications to the internship may be required to enable the Mitacs Participant to work remotely and comply with other restrictions mandated by action, order or declaration of any level of provincial, federal or local government or as a result of restrictions on student activities arising from Dalhousie’s efforts to respond to COVID 19 pandemic (“COVID 19 Requirements”).

2.3 The contact person at the Company for the Project shall be

- Subject to any applicable COVID 19 Requirements, this person shall be responsible for coordinating the Mitacs Participant's access to the Company facilities, resources and services required for the completion of the Project.
- 2.4 While they are engaged in the Project at the offices or other facilities of the Company, the Mitacs Participant will be subject to the policies, procedures and regulations of the Company provided that the policies, procedures and regulations do not violate COVID 19 Requirements. The Company shall provide each Mitacs Participant with relevant Company rules, regulations, policies and/or procedures and may require the Mitacs Participant to participate in any orientation programs the Company deems necessary.
- 2.5 The Company has the right to require the Mitacs Participant 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.
- 2.6 The Mitacs Participant shall abide by all applicable Dalhousie policies including those covering the conduct of research involving human subjects, use of animals, or use of biohazardous or radioactive materials. For reference, these policies can be found at the Dalhousie University's Secretariat website.
- 3. CONFIDENTIAL INFORMATION**
- 3.1 The Mitacs Participant and Dalhousie acknowledge that as a result of the Project, the Mitacs Participant 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 Mitacs Participant.
- 3.2 Except as otherwise provided in this Agreement, the Mitacs Participant and Dalhousie:
- 3.2.1 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 Mitacs Participant in relation to the Project, or make any unauthorized copy of or use the Confidential Information in any capacity;
- 3.2.2 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
- 3.2.3 acknowledge that, with the exception of reports prepared by the Mitacs Participant to meet academic requirements and reporting requirements to Mitacs, 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 Mitacs Participant or coming into the Mitacs Participant's and/or Dalhousie's possession by or through their participation in the Project, shall belong exclusively to the Company and that the Mitacs Participant 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.

- 3.3 Prior to the commencement of the Project, the Mitacs Participant 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 public presentations and the final report submitted to Mitacs that the Mitacs Participant and the Company are required to deliver. Specifically, the Company shall have the right to review material from all reports prior to them being submitted to, or presented at, Dalhousie and may require Confidential Information to be redacted or anonymized. Notwithstanding the foregoing, the Company shall ensure that any such arrangements:
- 3.3.1 will not prevent the Mitacs Participant from including Confidential Information in Reports that are key to the Project;
  - 3.3.2 shall not interfere with the deadlines for submission of the Reports established by Mitacs; and
  - 3.3.3 shall permit the Mitacs Participant to use certain Confidential Information for the purposes of presenting a thesis or preparing graduate report(s) to fulfill a degree. Including but not limited to reporting to their academic supervisor.

The parties agree that publishing is permitted with consent:

- 3.4 The obligation to maintain confidentiality shall not apply to information which:
- 3.4.1 is already known to the Mitacs Participant and/or faculty advisor;
  - 3.4.2 is or becomes part of the public domain without breach of this Agreement;
  - 3.4.3 is obtained from third parties that do not have confidentiality obligations to the Company;
  - 3.4.4 is authorized for release by the Company; or
  - 3.4.5 is required by law to be disclosed.

#### **4. PROJECT RESULTS and INTELLECTUAL PROPERTY**

- 4.1 As part of their evaluation for the Mitacs Elevate internship course, upon completion of the Project the Mitacs Participant will be required to prepare and deliver a final report to, in a form acceptable to, Mitacs and the Company.
- 4.2 For the purposes of this agreement, “Intellectual Property” means all intellectual property of the relevant party used by or currently being developed for use in its business, and all rights of the relevant party therein, including all claims for past infringement, worldwide, whether registered or unregistered, including, without limitation: (a) all patents, patent applications and other patent rights, including divisional and continuation patents; (b) all registered and unregistered trademarks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor; (c) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs and applications and registrations of such copyright; (d) industrial designs; (e) trade secrets and proprietary information not otherwise listed in (a) through (e) above, including, without limitation, all inventions (whether or not patentable), invention disclosures, moral and

economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded or unrecorded.

- 4.3 For the purposes of this agreement, “Background Intellectual Property” means Intellectual Property of a party that is proprietary to that party and was conceived, created, or developed prior to, or independent of, any activity performed pursuant to this Agreement. Background IP of a party will remain the exclusive property of such party and, if disclosed in compliance with the terms of Section 3 hereof, will be deemed to be Confidential Information of such party.
- 4.4 If Background IP is utilized in the Project then the owner of such Background IP hereby grants to the other party a royalty-free, non-exclusive, non-transferable license to use the Background IP, during the term of this Agreement, solely in connection with work performed under the Project and without warranty of any kind. No other rights or licences in Background IP are granted by a party to the other.
- 4.5 In the case of any Intellectual Property created by the Mitacs Participant or the Company arising from the Project:

[ownership of such Intellectual Property will be equally shared by the Mitacs Participant and the Company, and the Company agrees that the Mitacs Participant and Dalhousie shall, in all circumstances, have the right to a non-exclusive, royalty-free license to use for research and teaching purposes such Intellectual Property.]

OR

[the Company shall have exclusive ownership of any Intellectual Property created as part of, or during the course of, the Project by the Mitacs Participant or the Company. Subject to confidentiality obligations as set out in clause 3, the Mitacs Participant and, in some instances, faculty in Dalhousie shall be at liberty to publish or otherwise exploit (with prior written permission of the Company) any such Intellectual Property.]

Except as expressly granted herein, no other rights or licenses in Intellectual Property are granted by any party to any other.

## **5. INSURANCE AND INDEMNIFICATION**

- 5.1 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 the Mitacs Participant in the course of their learning activities during the Project, in contravention of the terms of the agreement.
- 5.2 The Company shall keep in force for the period of this Agreement a policy of Comprehensive General Liability (also referred to as General Liability) insurance in an amount of not less than \$2,000,000 per occurrence which will include liability coverage for the Project conducted on Company premises. The Company shall maintain such other insurance as it deems necessary to meet the requirements of this Agreement.
- 5.3 The Company shall give notice of any significant changes in insurance coverage which could potentially affect Dalhousie or the Mitacs Participant under the terms of this agreement.
- 5.4 Except where expressly required by law, the Mitacs Participant shall not be considered an employee of the Company as a result 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 Mitacs Participant of Dalhousie and the Company which exists independently of the Project and this agreement.

## **6. TERM**

- 6.1 Subject to section 6.2, 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;
- 6.2 *The Parties will use reasonable efforts to perform the Project substantially in accordance with the description and schedule set out in the project proposal as submitted to Mitacs and in the final form approved in the Notice of Award but in no event shall any party be liable to another party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance (except for payment obligations with respect to Project work performed) arising out of compliance with COVID 19 Requirements. Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the party whose performance is affected shall, so far as practicable, use reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance; and*
- 6.3 The terms of the Agreement may be amended by written Agreement signed by both parties.

## **7. NOTICE**

- 7.1 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:

and for Dalhousie to:

Assistant Vice President, Industry Relations  
1344 Summer Street, Suite 207  
PO Box 15000  
Halifax NS B3H 4R2  
Fax: 902 494 5189

and for Mitacs Participant to the address provided to the Company

## 8. GENERAL

- 8.1 **Waiver** – No waiver shall be inferred or implied by anything done or omitted by the parties save only an express waiver in writing.
- 8.2 **Enuring effect** – This agreement shall enure to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors and permitted assigns.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **Changes in context** – This agreement shall be read with all changes of number and gender required by context.
- 8.7 **Governing law** – This agreement shall be construed and governed by the laws of Nova Scotia and the laws of Canada applicable therein.

8.8 **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.

Per: \_\_\_\_\_  
Name:  
Title:

**DALHOUSIE UNIVERSITY**

Per: \_\_\_\_\_

Dr. Alice Aiken  
Vice-President Research & Innovation

**MITACS PARTICIPANT**

\_\_\_\_\_  
Name:

**THOUGH NOT A PARTY TO THIS AGREEMENT, THE TERMS AND CONDITIONS HEREOF  
HAVE BEEN READ AND ACKNOWLEDGED BY THE STUDENT'S SUPERVISOR:**

**SUPERVISOR**

\_\_\_\_\_  
Supervisor Name: