

## RESEARCH AGREEMENT

This Research Agreement (the "Agreement") is made this **DAY** day of **MONTH YEAR** (the "Effective Date").

### BETWEEN:

**DALHOUSIE UNIVERSITY**, a university with its principal place of business at 6299 South Street, PO Box 15000 Halifax, Nova Scotia, B3H 4R2, Canada ("Dalhousie")

- AND -

**COMPANY**, a body corporate, incorporated under the laws of **Jurisdiction** with its registered office at **Company Complete Address** (the "Company")

Whereas the parties wish to undertake a research project entitled "**< insert title >**" as described in the Statement of Work attached as Schedule "A";

### Dalhousie and Company hereby agree as follows:

1. **Scope Of Work.** Dalhousie shall perform and have performed, the work described in the Statement of Work attached as Schedule "A" (hereinafter referred to as the "**Project**").
2. **Principal Investigator(s).** The Principal Investigator(s) of the Project shall be: **PI**, of Department **Department**, Dalhousie University. If for any reason the Principal Investigator is unable to complete the Project and a successor acceptable to both the Company and Dalhousie is unavailable, this Agreement shall be terminated.
3. **Liaison.** The Company representative, who is responsible for management of the Project on behalf of the Company, shall be:

**Name**  
**Title**  
**Company**  
**Halifax, NS**  
**Phone**

4. **Basis Of Payment.** In consideration of Dalhousie carrying out the Project, Company shall pay Dalhousie contributions in cash and in kind in accordance with the statement of work, payment schedule, and budget contained in Schedule "A". Cheques should be made payable to Dalhousie University and forwarded to Ms. Bobbi Bowering, Financial Services, Dalhousie University, within 30 days of receipt of invoice.
5. **Limitation.** The total financial obligation of the Company is limited to **###,###**, which said amount shall not be exceeded without the written authorization of Company, given by its duly

authorized representative. Dalhousie shall not be obliged to perform any work beyond the Project which would cause the financial obligation of Company to exceed such sum, unless Dalhousie receives written authorization to the contrary.

**6. Reports.** A detailed report of the results of the Project shall be presented to Company by the Principal Investigator upon completion of the Project.

## **7. Confidentiality.**

a) Company and Dalhousie may disclose confidential information, which shall be clearly identified as such in writing (“Confidential Information”), one to the other to facilitate work under this Agreement. Such Confidential Information shall be safeguarded and not disclosed to anyone without a "need to know" within the Company or Dalhousie. Each party shall use its best efforts to protect such Confidential Information from disclosure to third parties.

b) The obligation to keep confidential shall however not apply to information which:

- i. is already known to the party to which it is disclosed;
- ii. becomes part of the public domain without breach of this Agreement;
- iii. is independently developed without the use of or reliance upon Confidential Information received hereunder;
- iv. is obtained from third parties which have no confidentiality obligations to the contracting parties, or;
- v. is authorized for release by the disclosing party or is required by law to be disclosed.

c) Notwithstanding the foregoing, the Company authorizes the disclosure of the title of the project, its purpose and the amount and duration of the funding only for Dalhousie's internal information, inclusion in the investigators' c.v.'s, and reporting of sources of research support in grant or contract applications.

**8. Publicity.** Company will not use the name of Dalhousie in any publicity without the prior written approval of the Assistant Vice-President Communications and Marketing. Dalhousie will not use the name of Company in any publicity without the prior written approval of Company.

## **9. Intellectual Property.**

(a) “**Intellectual Property**” means any industrial and/or intellectual property rights and all other such rights as recognized at law, and whether or not statutorily protected or capable of being protected under statute, including without limitation, patents, copyrights, industrial designs, trade-marks, and any registrations or applications for the same and all other rights of intellectual property therein, including any rights in trade secrets or confidential information.

- (b) All Intellectual Property in the deliverables specified in Schedule "A" and conceived and/or made during the term of this Agreement in the performance of the Research Project (the "**Foreground Intellectual Property**") shall be owned by the Company.
- (c) "**Background Intellectual Property**" means all Intellectual Property designed, developed, acquired or otherwise obtained by one or the other of the Parties or any researcher of Dalhousie (including the Principal Investigator) prior to the effective date of this Agreement or outside the scope of the Research Project, that is necessary for undertaking and completing the Research Project.
- (d) The Company will not introduce and will not permit or request the Principal Investigator or other members of the research team to introduce, Background Intellectual Property into the Research Project without first notifying Dalhousie's Office of Commercialization and Industry Engagement.
- (e) To the extent that any Background Intellectual Property is incorporated into the Research Project, each Party grants to the other a non-exclusive, royalty-free, non-sublicensable, non-transferable right to use, for the term of this Agreement, the granting Party's Background Intellectual Property for the purposes of carrying out the Research Project and complying with each party's obligations hereunder.
- (f) To the extent that any Background Intellectual Property is incorporated into the Foreground Intellectual Property, each Party grants to the other a license in the granting Party's Background Intellectual Property only to the extent necessary to enable each Party to exercise, practice or use the rights granted herein in the Foreground Intellectual Property.
- (g) Each Party shall execute all reasonably necessary documents on a timely basis, to provide reasonable assistance to the other Party to enable such other Party to preserve, protect and maintain its title in any Foreground Intellectual Property and to execute and deliver all licenses necessary, when so requested, but at the reasonable expense of the requesting Party for any legal or registration fees or related fees and costs. These obligations shall survive termination of this Agreement.

**10. Publication.** The parties agree that it is part of Dalhousie's function to disseminate information and make it available for the purpose of scholarship. It is further recognized that the publication of certain technical information may compromise its commercial value.

Company recognizes that the results of the Project, including any Foreground Intellectual Property and research data, must be publishable or otherwise available for public dissemination, and agrees that Dalhousie and its researchers have the right to present at professional meetings or symposia, and to publish in journals, thesis, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the Project (referred to as "Publications" or "Presentations", as applicable), other than Company's Confidential Information.

Company shall be furnished with copies of any proposed disclosure relating to this Agreement at least thirty (30) days in advance of presentation or publication. The Company

shall have thirty (30) days after receipt of the proposed disclosure in which to issue a written request that publication or presentation be delayed on the basis that the publication or presentation contains Company Confidential Information that requires proprietary protection. If Company makes no such objection within the specified period, Dalhousie shall be free to proceed with the Publication or Presentation. In the event that written objection is made, the parties shall endeavour to negotiate an acceptable version of the proposed disclosure, including the release date, within the original thirty (30) day notice period. If an acceptable version is not agreed upon, Dalhousie shall be free to publish the original disclosure, subject to any request to delete Confidential Information, sixty (60) days after receipt of the disclosure by the Company.

Disclosure includes articles, seminars, and other oral and written presentations, but does not include theses or other communications submitted for the purpose of academic evaluation. In the event a graduate student of Dalhousie works on the Project and that student completes a thesis or academic report relating to the Project, notwithstanding any other term or condition of this Agreement, the student will own the copyright in that thesis or report. Nothing in this Agreement prevents a graduate student or Dalhousie from providing a thesis to examiners for assessment, from holding a public defence of the thesis content or from depositing the thesis with the university library, provided that, Dalhousie, at the written request of the Company, may withhold the thesis from access by library users for a period not to exceed six (6) months from the date it was provided to the Company for review.

- 11. Indemnity.** Company shall hold harmless, indemnify, and defend Dalhousie from all liabilities, demands, damages, expenses and losses (including reasonable legal expenses) arising out of the use by Company or by any party acting on behalf of or under authorization from the Company, of research results or Foreground Intellectual Property or out of any use, sale or other disposition by Company, or by any party acting on behalf of or under authorization from Company of products made through the use of research results or Foreground Intellectual Property. At Dalhousie's request, Company shall provide proof of insurance sufficient for compliance under this section.

Dalhousie shall indemnify and hold the Company harmless of any and all costs, suits, claims or damages on account of injuries (including death) to persons participating in the Project except where they have been caused or contributed to by the Company's negligence or wilful misconduct. Dalhousie shall also hold Company harmless of any or all damages to Dalhousie property, except where such damages have been caused or contributed to by the Company's own negligence.

- 12. Warranties.** Dalhousie, including its fellows, officers, directors, employees and agents, makes no conditions, representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, collateral, express, or implied, as to any matter whatsoever, including, without limitation, the results of the research or any inventions or product, tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the research results of any such invention or product. Dalhousie shall not be liable for any direct, indirect, consequential, or other damages suffered by Company or any others resulting from the Project or the use of the research results/data of the Project or any such invention or product.

Dalhousie makes no representations as to the potential for any claim or copyright or trade secret infringement based on the use of the research results nor shall Dalhousie be responsible for procuring for the Company, the use of any product based on the research results or inventions in the event that the product, or any part thereof, becomes the subject of a claim of infringement.

**13. Assignment.** No right or obligation related to this Agreement shall be assigned by either party without the prior written permission of the other. Dalhousie may allow alternative principal investigators to work on the Project with the written permission of the Company

**14. Termination.**

- a) This Agreement shall have a term commencing on the date written above and shall terminate on **DAY** day of **MONTH YEAR**.
- b) Either party may terminate this Agreement thirty (30) days after written notice is given to other party.
- c) In the event this Agreement is terminated by the Company in accordance with this section the Company shall pay for all expenses up to termination and for reasonable commitments made by Dalhousie related to the Project, prior to date of notice of termination, for which Dalhousie is financially responsible.
- d) In the event this Agreement is terminated by Dalhousie in accordance with this section the Company shall not be relieved of making any payments required under the Project as of the date of termination and Dalhousie shall promptly deliver up to the Company copies of all data, draft reports and other work product that may exist as of the date of termination.

**15. Notices.** Any notice or other communication by the parties under this Agreement shall be in writing and shall be delivered personally to the other or sent by fax to the following addresses:

Dalhousie University:

Dalhousie University  
Office of Commercialization & Industry  
Engagement  
1344 Summer Street, Suite 207  
PO Box 15000  
Halifax, NS B3H 4R2  
Fax: (902) 494-5189

Attn:  
Heidi Walsh Sampson, LL.B., LL.M.  
Associate Legal Counsel

Company:

**Institution**  
**Company**  
**Mailing**  
**Fax:**  
  
Attn:  
**Company Contact**  
**Position**  
**Email**

**16. Force Majeure.** Neither party to the Agreement shall be liable to the other for any failure or delay in performance caused by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties or governmental action, provided that, as a condition

to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- 17. Relationship Of Parties.** For the purposes of this Agreement and all services to be provided hereunder, each party shall be deemed to be an independent contractor and not an agent or employee of the other party. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 18. Headings, Sections, And Subsections.** The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section, subsection, or Schedule refers to the specified section or subsection of or Schedule to this Agreement.
- 19. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 20. Amendments And Waivers.** No amendment or waiver of any provision of this Agreement shall be binding on any of the parties hereto unless consented to in writing by all parties to this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver so as to impair such party's rights to future enforcement of its rights unless otherwise expressly provided in writing.
- 21. Survival Of Articles.** Articles 7 (Confidentiality), 9 (Intellectual Property), and 10 (Publication) shall survive for a period of two years beyond completion of the Project or termination pursuant to Article 14.
- 22. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
- 23. Counterparts.** This Agreement may be executed by signatures delivered by facsimile transmission or delivered electronically in optically scanned form; and/or it may be simultaneously executed by the parties in multiple counterparts, each of which will be considered to be an original instrument, and all of which taken together, where each party has executed at least one counterpart, will constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the duly authorized officers of the parties have executed this Agreement as of the day and year first written above.

**DALHOUSIE****COMPANY**

Per: \_\_\_\_\_  
Dr. Alice Aiken  
Vice-President, Research & Innovation

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESEARCHER ACKNOWLEDGEMENT**

I hereby agree to act in accordance with all terms and conditions herein, and further agree to ensure that all participants are informed of their obligations under such terms and conditions.

**PRINCIPAL INVESTIGATOR**

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

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**STATEMENT OF WORK, PAYMENT SCHEDULE & BUDGET**

SAMPLE