

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 –

WHEREAS:

\$     As part of the Mitacs ( O H Y D W H program, a Dalhousie 0 L W D F V 3 D U W L F L S D Q  
invited to apply their specialized expertise tAs

As a result of the 0LWDFV3DUWLFLSDW accepting a 0LWDFV3DUWLFLSDW internship at the Company, the 0LWDFV3DUWLFLSDW and/or Dalhousie acquire knowledge of, or have access to, certain confidential information and trade secrets of the Company.

- ) The 0LWDFV3DUWLFLSDW 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”** par

Subject to any applicable COVID 19 Requirements, this person shall be responsible for coordinating the O L W D F V 3 D U W L F L S D Q W to the Project, 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 O L W D F V 3 D U W L F L S D Q W 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 O L W D F V 3 D U W L F L S D Q W with relevant Company rules, regulations, policies and/or procedures and may require the O L W D F V 3 D U W L F L S D Q W to participate in any orientation programs the Company deems necessary.
- 2.5 The Company has the right to require W K H O L W D F V 3 D U W L F L S D Q W to leave the premises because of their conduct. This right will not be exercised without prior discussion with Dalhousie except in extraordinary circumstances
- 2.6 The O L W D F V 3 D U W L F L S D Q W shall abide by all applicable Dalhousie policies including W K H O L W D F V 3 D U W L F L S D Q W regarding the conduct of research involving human subjects, use of animals, or use of biohazardous or radioactive materials. ) R W H I H U W K H H H S R O L F D Q M I R X Q G D W W K H ' D O K R X V L H 8 Q L Y H U V L W \ V 6 H F U H

**3. CONFIDENTIAL INFORMATION**

- 3.1 The O L W D F V 3 D U W L F L S D Q W and Dalhousie acknowledge that as a result of the 3 U R M H F W W K H O L W D F V 3 D U W L F L S D Q W Dalhousie will be provided 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 O L W D F V 3 D U W L F L S D Q W.
- 3.2 Except as otherwise provided in this Agreement, the O L W D F V 3 D U W L F L S D Q W 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 O L W D F V 3 D U W L F L S D Q W in relation to the Project, nor 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 O L W D F V 3 D U W L F L S D Q W 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 O L W D F V 3 D U W L F L S D Q W for or on behalf of the O L W D F V 3 D U W L F L S D Q W or Dalhousie's possession by or through their participation in the Project, shall belong exclusively to the Company and that the O L W D F V 3 D U W L F L S D Q W will turn over to the Company, all copies of any such materials in W K H L U S R V V H V V L R Q



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 Z R U N performed under the Project and with ~~warranty~~ of any kind. No other rights or licences in Background IP are 8 0 Td9sj0.099 TT1Tw 28.533 ( no)Tj-6 (t)

- 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 W K O L W D F V 3 D U W L F L S D Q W 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 O L W D F V 3 D U W L F L S D Q W under the terms of this agreement.
- 5.4 Except where expressly required by law, the O L W D F V 3 D U W L F L S D Q W shall not be F R Q V L G H e m p l o y e e s 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 O L W D F V 3 D U W L F L S D Q W of Dalhousie and the Company which exists independently of the Project and this agreement.

## 6. TERM

- 6.1 Subject to section 6.2, thi

For the Company to:

and for Dalhousie to:

\$ V V L V W D Q W 9 L F H 3 U H V L G H Q W , Q G X V W U \ 5 H O D W L R Q V  
1344 Summer Street, Suite 207  
PO Box 15000  
Halifax NS B3H 4R2  
Fax: 902 494 5189

and for 0 L W D F V 3 D U W L F L S D Q W 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: \_\_\_\_\_

'U \$OLFH \$LNHQ  
9LFH 3UHVLGHQW 5HVHDUFK ,QQRYI  
0,7\$&6 3\$57,&,3\$17

\_\_\_\_\_  
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: