Research Agreement

This Agreement made this * day of *, 201*. (“Effective Date”)

BETWEEN:

Dalhousie University
"Dalhousie"

and

"Company"

Dalhousie and Company hereby agree as follows:

1. SCOPE OF WORK

   Dalhousie shall perform the work described in the Statement of Work attached as Appendix A (hereinafter referred to as the "Project").

2. PRINCIPAL INVESTIGATOR(S)

   The Principal Investigator(s) of the Project shall be: *, of the Department of *, 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: *

4. BASIS OF PAYMENT

   In consideration of Dalhousie carrying out the Project, Company shall pay Dalhousie in accordance with the budget contained in Appendix A. Milestone payments will be made as follows: Cheques should be made payable to Dalhousie University and forwarded to Ms. Lynn Burgess, 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
Project intellectual property (“Project IP”) means, any and all scientific formulae, data, discoveries, inventions, ideas, software, models, prototypes, specifications, patterns, drawings, algorithms, concepts, products, compositions, processes and protocols, methods, tests and improvements, know-how, machines, devices, and computer programs, and includes any and all patents, patent rights and patent applications which embody, emulate or employ any part of the foregoing which are conceived, invented, developed, improved and/or acquired by Dalhousie, the Principal Investigator or members of the research team as a result of their duties under this Agreement during the term of this Agreement in the performance of the Project.

[Detailed intellectual property agreements not involving the University must be a separate agreement between the PI and the company. If the PI chooses to assign their IP to Dalhousie then more detailed IP arrangements can be included here.]

If a CRD ensure required NSERC wording is inserted.

(choose either (a) or (b))
(a) The final report and all Project IP shall be owned by Company, subject to the right to publish as outlined in Section 10. Dalhousie, the Principal Investigator and members of the research team shall retain the right to use the Project IP for research and educational purposes, subject to confidentiality requirements. OR
(b) The final report and any deliverables produced pursuant to this Agreement shall be owned by the Company. The parties agree that no right, title and interest in Project IP is granted or implied by 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 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 exposes intellectual property that requires proprietary protection. 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, 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 of six (6) months from the date of termination of this Agreement.

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 Project IP 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 Project IP.

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 *.

   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    Company:
Dalhousie Research Services
6299 South Street
PO Box 15000
Halifax, NS
B3H 4R2
Fax: (902) 494-1595    Fax:

Attn: Jody Rice Gallagher, LLB   Attn:
Legal Advisor
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.

________________________________________

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

DALHOUSIE UNIVERSITY

Dr. Martha Crago  
Vice President Research

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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.

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Principal Investigator