

University of Calgary
Mitacs-Accelerate Internship Terms & Non-Disclosure Agreements

This package includes the following:

- The Mitacs-Accelerate Internship Terms for all internships at The University of Calgary;

For those internships requiring a Non-Disclosure Agreement, the University's standard Non-Disclosure Agreement will be used.

(see <http://wcmprod2.ucalgary.ca/research/files/research/Mutual%20NDA%20Template.pdf>)

Any deviation from this standard form may result in significant delays.

INTERNSHIP TERMS

For Graduate Student & Post-Doctoral Educational Projects at The University of Calgary Funded Through the Mitacs-Accelerate Internship Program (“Mitacs-Accelerate”) Administered By Mitacs Inc.

THE FOLLOWING TERMS APPLY TO GRADUATE RESEARCH INTERNSHIPS SPONSORED BY MITACS. PARTICIPANTS WHO EXECUTE THE MITACS-ACCELERATE GRADUATE RESEARCH INTERNSHIP PROGRAM MEMORANDUM AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

Program Overview – Mitacs Accelerate:

The Mitacs-Accelerate Program connects Alberta businesses with university researchers in all disciplines who have advanced levels of expertise in areas that address vital research opportunities. It partners graduate students and postdoctoral fellow interns (“Interns”) and their supervising professors (“Academic Supervisors”) with companies, hospitals, government agencies and not-for-profit organizations (“Sponsor Organization”). These connections help partners utilize new tools, technologies and methodologies to address issues that are vital to an organization’s success. Sponsor Organizations benefit from the power of advanced research while interns and their professors benefit from new research opportunities.

Internships are available to all Faculties, Schools and Departments at the University of Calgary.

Mitacs-Accelerate is administered by Mitacs Inc., with the support of the Province of Alberta and the Government of Canada.

This program funds Interns to undertake on site research with a Sponsor Organization, applying cutting-edge tools, techniques or methodologies to research issues and problems arising within the organization. This on site research is expected to account for approximately 50% of the Intern’s time during the period of the internship. The Intern will then spend the remaining time at his/her home university with their Academic Supervisor, evaluating the best techniques or methodologies to be applied to the identified research issue.

Goal of Mitacs funded Projects

The Mitacs-Accelerate mission for this internship program is to initiate and foster linkages with primarily industrial, governmental and not-for-profit organizations that require advanced university based research techniques and technologies to deal with problems of strategic importance to Alberta and Canada. The University of Calgary facilitates Mitacs-Accelerate in achieving this mission by partnering with industry on research projects that may involve the generation, application, or commercialization of new research based tools.

Funding for Projects

All Mitacs-Accelerate supported Projects in this program are funded in four-month periods or multiples of four-month segments. Project funding comes to the University of Calgary from Mitacs-Accelerate including: (1) Sponsor Organization funds, normally \$7,500.00 per Intern, and; (2) Mitacs-Accelerate matching funds, normally \$7,500.00 per Intern. A minimum of \$10,000.00 of the total funding will be applied to the stipend for the Intern for the four-month period and the balance of the funding will be available to the Academic Supervisor for other direct costs of the project such as travel, accommodation, materials and equipment.

Confidentiality

It is expected that a Sponsor Organization will not provide any confidential information to the Mitacs-Accelerate Intern who will work on a Project. However, in the event that confidential information will be provided by the Sponsor Organization to the Intern, the University of Calgary's standard confidentiality agreement will be used:

<http://wcmprod2.ucalgary.ca/research/files/research/Mutual%20NDA%20Template.pdf>

Ownership and Use of Intellectual Property, Data & Research Results

For the purpose of these Terms, the following words or expressions have the meanings indicated:

- (1) **"Intellectual Property"** means patents, trademarks, industrial designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; and
- (2) **"Results"** means all data, inventions, discoveries, software code, improvements, information, knowhow, results, and Intellectual Property first identified or reduced to practice or writing by the Intern in the course of the Project.

The Sponsor Organization shall own the Intellectual Property in the Results other than the following:

- (1) Any Intellectual Property or other subject matter covered by one or more separate agreements to which University of Calgary and the Sponsor Organization are parties and active during the dates of the Internship Project;

- (2) Any third party proprietary tools that are used in the performance of the Project; and,
- (3) The copyright in the materials produced by the Intern or the Academic Supervisor as a result of the Project, as more particularly described in the Publications and Copyright section of these Terms.

The Sponsor Organization grants each of the University of Calgary, the Academic Supervisor, and the Intern a royalty-free, non-exclusive, perpetual, irrevocable license to use the Results for the purpose of carrying out the Project and for research, scholarly publication, educational or other noncommercial use.

Publications and Copyright

Neither the Intern nor the Academic Supervisor are restricted from presenting Results from the Project: at symposia, professional meetings, for academic evaluation, by publishing theses, course reports, academic journals or other publications (“Publications”), provided that the Sponsor Organization is provided with copies of the proposed disclosure at least thirty (30) days before the presentation or publication date and does not, within fifteen (15) days after delivery of the proposed disclosure, give written notice to the author indicating that it objects to the proposed disclosure. The Sponsor Organization may object to the proposed disclosure on the grounds that:

- (1) It contains confidential information (other than any Results) that was disclosed to the author by the Sponsor Organization, or
- (2) It discloses patentable subject matter belonging to the Sponsor Organization which needs protection.

If the Sponsor Organization makes objection on the grounds of the inclusion of its confidential information, the author will remove such confidential information immediately from the proposed disclosure, after which the proposed disclosure may be presented or published. If the Sponsor Organization makes an objection on the grounds of protection of patentable subject matter, the author will delay the proposed disclosure until the Sponsor Organization has filed one or more patent applications with one or more patent offices directed to such patentable subject matter (the “Delay”). A provisional patent application will be considered to be a patent application in the United States of America for these purposes. The Delay will be no longer than sixty (60) day from the date the proposed disclosure was delivered to the Sponsor Organization, after which the proposed disclosure may be presented or published.

Notwithstanding the above, the delay shall not be longer than thirty (30) days in the case of a thesis required for defense proceedings by a student.

The author of any Publications, excluding software code and related technical documentation developed for the Sponsor Organization as part of the Project, will retain copyright therein.

Warranty Disclaimer and Indemnity

Each Project is experimental and exploratory in nature and no particular results can be guaranteed by the University of Calgary, the Academic Supervisor, or the Intern. The Sponsor Organization must undertake its own due diligence with respect to all matters arising from a Project. The Sponsor Organization acknowledges that the University of Calgary, the Academic Supervisor, and the Intern make no representations or warranties, either express or implied, with respect to the Results. The University of Calgary, the Academic Supervisor, and the Intern specifically disclaim any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the University of Calgary, the Academic Supervisor, or the Intern have been advised of the possibility of such damages.

The Sponsor Organization shall indemnify, defend and save harmless the University of Calgary, the Academic Supervisor, the Intern, and any of their respective directors, officers, employees, and agents from and against all costs, suits, claims, losses, and expenses, including all reasonable legal fees and other costs of litigation, resulting directly or indirectly from the use of the Results by the Sponsor Organization or any entity taking rights to the same through the Organization Sponsor.

The terms of the Warranty Disclaimer and the Indemnity above shall survive termination or expiry of the internship.

Effective Date

The obligations of the parties will take effect on the date the last participant executes the Mitacs-Accelerate Graduate Research Internship Program Memorandum, and will terminate upon the date the Intern delivers the results to Sponsor Organization, the date specified in the Program Memorandum or otherwise on the date the Project is determined by the Academic Supervisor, in consultation with the Organization, to have been completed or abandoned.

Except for any Mitacs-Accelerate internships governed by an agreement entered into directly between the parties, these Terms shall apply to Mitacs-Accelerate internships, the Memorandum for which is signed by the last of the parties on or after July, 1st, 2011.

General

The parties agree that the terms of this internship will be governed by and interpreted in accordance with the laws of the Province of Alberta. The parties agree to the jurisdiction and venue of the Courts of Alberta for all disputes and litigation arising out of the internship.

Neither party will at any time use the other party's name, logos or trade-marks or trade names in any publicity, advertising, or similar activity, without the prior written consent of the other party which consent if granted, may be withdrawn at any time in the sole discretion of the other party.

No amendment to the terms contained herein is valid unless made in writing and signed by both parties.

Sponsor Organization and the University of Calgary acknowledge that these terms and the relationship between Sponsor Organization and the University of Calgary will be subject to the provisions of *The Freedom of Information and Protection of Privacy Act (Alberta)*, as amended.