

**SIMON FRASER UNIVERSITY (SFU)
Standard Intellectual Property Terms
for
Mitacs Accelerate Internships
Mitacs Elevate Postdoctoral Fellowships
Mitacs Globalink Research Internships
Mitacs Business Strategy Internships**

SFU STANDARD INTELLECTUAL PROPERTY TERMS FOR MITACS-FUNDED PROJECTS:

Confidentiality

It is expected that a Partner Organization will not provide any confidential information to the Intern/Fellow who will work on a Project. In the event the Project requires the exchange of confidential information, that exchange may only occur under a Non-Disclosure Agreement agreed to on behalf of SFU in accordance with the procedures for Mitacs-funded projects.

Ownership and Use of Intellectual Property, Data & Results

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

- (1) “Background” means information, technique, know-how, materials, technology, design work, intervention, and rights in Intellectual Property (regardless of the form or medium in which they are disclosed or stored) that are provided by one party to another for use in the Project (whether before or after the date of this Agreement), except any Results;
- (2) “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
- (3) “Results” means all inventions, discoveries, software code, improvements, information, knowhow, results, and other Intellectual Property first identified or reduced to practice or writing by the Intern/Fellow in the course of the Project.

The Partner 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 SFU and the Partner Organization are parties and active during the dates of the 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 party (or its licensors) contributing to the Project any Background shall own the Intellectual Property therein. No licence to use any Intellectual Property is granted or implied by these Terms except when such rights are expressly stipulated. Each party grants the others a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project. The Partner Organization grants each of SFU, the Academic Supervisor, and the Intern/Fellow a royalty-free, non-exclusive, perpetual, irrevocable licence to use the Intellectual Property in the Results for the purpose of carrying out the Project and for research, scholarly publication, educational or other non-commercial use.

SFU, the Academic Supervisor, and the Intern/Fellow will use reasonable efforts to avoid using in the Project Intellectual Property that is personally known to them to be owned by a third party and not authorized for use in the Project. As used herein, “personally known” means known without making a search of any records or databases or undertaking any specific investigation. In the event that any such third party Intellectual Property is inadvertently or unavoidably used in the Project, upon acquiring personal knowledge of such use, any participant in the Project shall promptly notify the other participants thereof and refrain from any further non-permitted use.

The Ownership and Use of Intellectual Property, Data & Results rights in this section are subject to the provisions in the Publications and Copyright section of these Terms.

Publications and Copyright

None of the Intern/Fellow, the Academic Supervisor, or any associated researchers are restricted from presenting Results from the Project at symposia, professional meetings, or for academic evaluation or other purposes, or from publishing thesis, course reports, or in journals or other publications (“Publications”), provided that the Partner 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 author indicating that it objects to the proposed disclosure. The Partner 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 Partner Organization, or
- (2) it discloses patentable subject matter belonging to the Partner Organization which needs protection.

If the Partner Organization makes an 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 Partner Organization makes an objection on the grounds of protection of patentable subject matter, the author will delay the proposed disclosure to permit the Partner Organization to file 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 need be no longer than sixty (60) day from the date the proposed disclosure was delivered to the Partner Organization, after which the proposed disclosure may be freely presented or published.

The author of any Publications, excluding software code and related technical documentation developed as Intellectual Property within any Project Results, will retain copyright therein.

Warranty Disclaimer and Indemnity

Each Project is experimental and exploratory in nature and no particular results can be guaranteed by SFU, the Academic Supervisor, or the Intern/Fellow. The Partner Organization must undertake its own due diligence with respect to all matters arising from a Project. The Partner Organization acknowledges that SFU, the Academic Supervisor, and the Intern/Fellow make no representations or warranties, either express or implied, with respect to the Results. SFU, the Academic Supervisor, and the Intern/Fellow 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 consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, including any lost profits, even if SFU, the Academic Supervisor, or the Intern/Fellow have been advised of the possibility of such damages. The Partner Organization shall indemnify, defend, and save harmless SFU, the Academic Supervisor, and the Intern/Fellow, and any of their respective governors, 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, including any Intellectual Property therein, by the Partner Organization or any entity taking rights to the same through or under the Partner Organization.

Effective Date

These Terms apply to Mitacs Projects at SFU, the Memorandum for which is signed by the last of the parties on or after September 1, 2020. These Terms specifically supersede all similar terms published by SFU prior to September 1, 2020, in regard to the SFU Standard Intellectual Property Terms for use with any such Memorandums.