

## UNIVERSITÉ LAVAL

### Scholarship Programs Terms and Conditions for Mitacs Accelerate<sup>1</sup> Internships, Mitacs Elevate Fellowships and Business Strategy Internship for Students and Postdoctoral Fellows at Université Laval

#### Version française disponible

Intellectual Property issues must be determined before submitting the project to Mitacs. The University is responsible for establishing the rules governing Intellectual Property regarding the University, its researchers and the Partner Organization. It is the responsibility of the professor to communicate with the *research adviser* of the faculty in question or the Research Office of the Université Laval *Vice-rectorat à la recherche, à la création et à l'innovation*<sup>2</sup> (VRRCI), prior to submit an application to know the rules in place.

Rules at Université Laval are as follows:

- 1- If the Mitacs project is linked to another source of funding from a research grant, a research chair, a framework research agreement, a government agency or a foundation, the Mitacs project is then integrated into this other source of funding and subject to its rules.
- 2- If it is a Mitacs Accelerate Entrepreneur internship, please contact the *research adviser* of the faculty concerned or the VRRCI to find out the applicable rule.
- 3- Université Laval reserves the right to modify the scope defined in this document according to the specifics of the project. The agreement defined in this document only applies if all of the following criteria are met:
  - The parties do not request a specific agreement;
  - If it is not a Mitacs Elevate internship;
  - The project is not tied to another source of funding;
  - The project is not the continuation of a technology developed at Université Laval;
  - The project does not involve another Canadian university;
  - The project does not involve a foreign partner organization;
  - The project does not involve the collection or use of personal data;
  - The project is of a duration:
    - One (1) internship unit for a bachelor's, research master's<sup>3</sup> s or individualized research master's<sup>4</sup> student;
    - A maximum of two (2) internship units for a doctoral student or post-doctoral fellow.

**IMPORTANT:** For all other Mitacs projects at Université Laval, a separate agreement between the Parties will be negotiated and it is imperative to contact the *research adviser* of the faculty concerned or the VRRCI of Université Laval. Note that in such cases, the intellectual property resulting from the Mitacs project is not ceded to the Partner Organization.

Université Laval, the Research Supervisor, the Student and the Partner Organization must sign the Mitacs Memorandum and Intern Consent Form sections of the initial Mitacs application, confirming their acceptance of the rules applicable in terms of Intellectual Property, in accordance with this document.

<sup>1</sup> Those rules do not apply for NSERC Alliance – Mitacs Accelerate grants

<sup>2</sup> Vice-rectorat à la recherche, à la création et à l'innovation – Université Laval : <https://www.services-recherche.ulaval.ca/communiquer-avec-nous>

<sup>3</sup> <https://www.fesp.ulaval.ca/en/graduate-studies/research-masters-degree>

<sup>4</sup> <https://www.fesp.ulaval.ca/en/graduate-studies/individualized-graduate-programs>

## Mitacs program

In compliance with the terms and conditions of the Mitacs financing program, the Partnering Organization grants a scholarship to the Student, as described hereinafter, to allow him to participate in the Research Project, in accordance with the terms and calendar set forth in the Project application form approved by Mitacs. Moreover, the Partnering Organization shall not require the Student to sign any other agreement that would control, delay, limit, or interfere in his decision to accept an employment opportunity offered by any other organization or enterprise operating in the same sector of activity as the Organization, during or after his studies.

The Partnering Organization shall allow the Student into its facilities and supervise him for most of his research time for the duration of the Research Project. The Organization's financial contribution shall be sent to Mitacs, which will then forward it to the University at the same time as its own financial contribution. See Mitacs website for more information (<https://www.mitacs.ca/en/programs>).

## Definitions

**“Intellectual Property Right(s)”** means all registered and/or unregistered intellectual property rights including all rights relating to patents, copyrights, industrial designs, printed circuits, new plant varieties, inventions (patentable or not), discoveries, commercial secrets, know-how, domain names, trademarks, brand names and all other rights recognized under law or the ordinary rules of law as applied above, including all applications for the protection of an invention.

**“Agreement”** means the terms and conditions set forth in this document entitled “Scholarship Programs Terms and Conditions for Mitacs Accelerate Internships, Mitacs Elevate Fellowships and Business Strategy Internship for Students and Postdoctoral Fellows at Université Laval”, in compliance with the terms and conditions of Mitacs Memorandum and Intern Consent Form sections as agreed to by Parties in the initial Mitacs application.

**“Confidential Information”** means any information disclosed in any verbal, written or electronic form and, namely including in connection with each Party, information concerning customers and suppliers, details of agreements, covenants, commitments, offers, options, proposed contracts and contracts, the financial situation of any of the Parties, their cash in hand, banking data, financial data, sales data, relations with existing and potential customers, sales operations, services, marketing data and methods, plans, research results, production formulae and methods, technologies, inventions, improvements and upgrading, and intellectual property rights. The Parties agree that this list is neither exhaustive nor restrictive.

**“Parties”** means Université Laval, Research Director, Student intern, Partnering Organization and the Partnering Organization Supervisor.

**“Research Project”** means the scientific work, or business development work as the case may be, to be completed by the student as defined and more fully described in the accepted Mitacs's application form.

**“Results”** means all results, data, discoveries and information, which may or may not be covered by Intellectual Property Rights, which result from the performance of Research Project.

### **Obligation of the Student**

The Student undertakes to respect the policies and regulations of the University, and more particularly those of the *Faculty of Graduate and Postdoctoral Studies*, with respect to his program of studies.

### **Confidentiality**

It is agreed that the Parties may be called upon to exchange Confidential Information as required to ensure the performance of the Research Project. The Parties shall take all reasonable and necessary precautions, considering the nature of this information and their legitimate interests, to preserve the confidentiality of all Confidential Information received and to prevent any inappropriate disclosure thereof.

Each Party shall handle and use this Confidential Information with the same care as if it were its own confidential information, to avoid unauthorized use, disclosure, publication or dissemination of said Confidential Information.

Each Party shall limit disclosure of Confidential Information to their employees, administrators, directors, students, agents or representatives who have a specific need to know for the purposes of the Research Project. These persons shall be notified of the confidential nature of the Confidential Information and of the fact that they are bound to maintain its confidentiality.

The Partnering Organization acknowledges that the disclosure of the Results may be prejudicial to their value and may limit their protection, so it shall maintain the confidentiality of the Results until they become of public knowledge, that proper measures for their protection have been adopted or until the University authorizes their disclosure.

Neither Party shall have any obligation of confidentiality concerning information that: (a) was already lawfully in its possession before it was disclosed to it, as shown by valid physical evidence thereof; (b) is or becomes public knowledge through no fault or action of the Party; (c) is legally received by the Party from a third party who has no obligation of confidentiality; (d) is independently developed by the Party without using the Confidential Information delivered under the terms and conditions of the Research Project as shown by valid physical evidence thereof; (e) which must be disclosed by law; (f) disclosure is authorized in writing by the Party providing the Confidential Information.

### **Intellectual property**

The University and the Organization shall each remain owner of the Intellectual Property Rights they respectively held prior to the beginning of the Research Project.

The Student is and shall remain owner of all copyrights to his essay, master's thesis or doctoral dissertation, even if any of his documents uses in whole or in part Intellectual Property rights resulting from the Project.

The University and the Student acknowledge that the Partnering Organization shall be the exclusive owner of all Intellectual Property rights arising from the Research Project, except for any Student copyrights.

The University and the Student shall not contest, either directly or indirectly, in whole or in part, and shall not register for their benefit, any Intellectual Property rights arising from the Research Project.

The Parties accept to collaborate and promptly sign all documents required for filing and maintaining patents or the registration of Intellectual Property rights resulting from the Research Project.

The Partnering Organization grants to the University a non-exclusive, royalty-free and perpetual right to use the Intellectual Property for the purposes and within the strict limits of its internal activities in teaching and research and to the exclusion of any commercial activities.

### **Publication of results**

The Partnering Organization acknowledges and accepts that the University has a role of education, training and research. In respect thereof, and insofar as adequate protection measures have been taken, the University may use the Results for teaching, research and publication purposes in the normal course of the dissemination of knowledge, including the publication of essays, masters' theses or doctoral dissertations.

The University acknowledges that the disclosure of some technical information could be prejudicial to the commercial value of the product, process or Results. The University shall therefore notify the Partnering Organization of any proposed disclosure concerning the Research Project by forwarding a copy of the text (or texts) prior to any publication or dissemination. If the Partnering Organization does not contest the proposed disclosure in writing within thirty (30) days following receipt of the text (or texts), the University may then disclose the information. If the Partnering Organization objects to said disclosure, the Partnering Organization shall set forth in writing the reasons for the objection, and the Parties shall, in a collaborative effort, protect the Results and/or ensure that the disclosure of the Results shall not cause them to lose their commercial value. In case the parties cannot agree, external experts shall be consulted, including patent specialists, and the parties shall share payment of all professional fees as the case may be. The Partnering Organization has a maximum time limit of six (6) months from the date it receives the proposed disclosure to contest such.

In any event, the Partnering Organization acknowledges that it shall not delay the procedure for the evaluation of an essay, thesis or dissertation, and that any publication delay it may demand shall not postpone or interfere with the delivery of a diploma to a student.

### **Liability and indemnification**

The Partnering Organization shall indemnify the University and hold it, its administrators, officers, employees, students or representatives harmless for any legal action, expense, or claim, including judicial and extra-judicial costs related to any such legal action or claim for damage that may result from the performance of the work specified in this Agreement for i) activities under the control of the Partnering Organization, or ii) for use of the Results by the Partnering Organization, or iii) for any damage resulting from the manufacture or sale of a product or the delivery of a service resulting from the exploitation of the Results by the Partnering Organization, except if the aforementioned damage is caused by the negligence of the University or by the fault of a third party who is not under the control of the Partnering Organization.

The University shall not be held liable for any damage sustained by the Partnering Organization, its representatives, employees, or any other person in the performance of this Research Project or as a result of the use by the Partnering Organization of the Results or the manufacture or sale of a product or of the delivery of a service resulting from the use of the Results.

### **Term and Termination**

The present Agreement shall be effective as of the Project start date and shall remain in effect for the duration of the Project, unless terminated before that in the following cases:

- (1) The University may terminate this Agreement by giving a prior written notice of termination of thirty (30) days to the Partnering Organization if the Research Project is being conducted by the Partnering Organization in such a way as to cause prejudice to the University or to the Student or if the University is unable to attain the objectives of the Research Project.
- (2) The Partnering Organization may, at any time, terminate the present Agreement by giving a written notice of thirty (30) days to the University. The Partnering Organization may not require reimbursement of any amounts previously paid in whole or in part. Even though the Partnering Organization terminates this Agreement, it shall make full payment of all amounts owing during the semester in which its prior notice is received.

### **General**

The present Agreement shall not constitute an agency, partnership, joint operation, or temporary association between the Parties. The Organization shall not in any way whatsoever, assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the University, which is subject to the University's entire discretion.

The Parties agree that the present Agreement shall be governed and interpreted exclusively pursuant to the laws in force in the Province of Québec, Canada. Any dispute, litigation or claim resulting from this Agreement or concerning it shall be brought before the competent courts in the judicial district of Québec, Province of Québec, Canada to the exclusion of any other district likely to have jurisdiction. If a competent tribunal rules that one or more of the provisions of the present Agreement is invalid, in whole or in part, only that portion of the Agreement declared invalid shall be unenforceable, and the remaining valid provisions and the remainder of this Agreement shall fully apply.

Notwithstanding the cancellation or the termination of this Agreement, the Parties shall continue to be bound by the provisions related to Intellectual Property, Publication of Results, Confidentiality, Liability and Indemnification.

The rules provided in this Agreement apply to all Université Laval *Mitacs Accelerate*, *Mitacs Elevate* and *Business strategy internship* projects, from the date of the last signature of all the parties of the Mitacs Memorandum and Intern Consent Form sections of the initial Mitacs application, except if an agreement existed between the Parties before December 1<sup>st</sup>, 2022, or if a distinct agreement is negotiated after December 1<sup>st</sup>, 2022.