

**University of Ottawa (uOttawa)  
Terms & Non-Disclosure Agreement**

**for**

**Mitacs Accelerate Internships and  
Mitacs Elevate Postdoctoral Fellowships**

This package includes the uOttawa Terms for Projects conducted under the following programs:

- Mitacs-Accelerate Program for Interns; and
- Mitacs Elevate Program for Postdoctoral Fellows;

**For those internships requiring a Non-Disclosure Agreement:**

Please contact the office of Innovation and Support Services:

[ISS - Collaborative Research at : isscr@uottawa.ca](mailto:isscr@uottawa.ca)

**TERMS**  
**FOR UNDERGRADUATE, GRADUATE STUDENT & POSTDOCTORAL FELLOWSHIP EDUCATIONAL**  
**PROJECTS AT THE UNIVERSITY OF OTTAWA**  
**FUNDED THROUGH THE PROGRAMS (ACCELERATE/ELEVATE) ADMINISTERED BY MITACS**

**MITACS PROGRAMS OVERVIEW –**

The Mitacs-Accelerate Program connects Canadian businesses with university researchers in all disciplines who have advanced levels of expertise in areas that address vital research opportunities. It partners graduate student 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 uOttawa**

The Mitacs-Accelerate Program is administered by Mitacs.

This program funds Interns to undertake research on site with the 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 Ontario-based industrial, governmental and not-for-profit organizations that require advanced university-based research techniques and technologies to deal with problems of strategic importance to Ontario and Canada. uOttawa facilitates Mitacs 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 supported Projects in this program are funded in four-month periods or multiples of four-month segments. Mitacs provides project funding to uOttawa including: (1) the Sponsor Organization funds, normally \$7,500.00 per Intern, and; (2) Mitacs matching funds, normally \$7,500.00 per Intern.

These funds may occasionally be lower, if the internship is contained within a larger project. The research grant, normally \$15,000.00, requires that a minimum of \$10,000.00 go towards the Intern’s stipend, and the balance is available to the Intern’s Academic Supervisor for expenses related to the Project such as travel, accommodation, materials and equipment.

## **PROGRAM OVERVIEW – MITACS ELEVATE:**

Mitacs Elevate is a unique postdoctoral fellowship program that supports postdoctoral fellows (“PDFs”) working on applied research projects with Canadian companies while completing a training program aimed at developing the professional skills required for their future careers. The program is designed as a partnership between the PDF, his or her Academic Supervisor and a Sponsor Organization. These partnerships give the Sponsor Organization the benefit of working with advanced researchers and the PDF the opportunity to experience research in an industrial setting.

Fellowships are available to all faculties, schools and departments at uOttawa.

The Mitacs Elevate program is administered by Mitacs.

The program funds PDFs to undertake a one-year (renewable for a second year) research project in collaboration with the Sponsor Organization. The PDF will be on-site with the Sponsor Organization for a minimum of 25% of the time over the year; the remaining time will be spent at the home university working on the research project with their Academic Supervisor.

### **Goals of Mitacs Elevate funded projects:**

The goals of this program are to:

- Establish and support applied research projects with demonstrated scientific excellence in sectors of provincial importance;
- Train PDFs with business R&D skills;
- Provide PDFs with additional skills such as scientific management, scientific evaluation, project management, communication, networking and other business skills;
- Provide PDFs with opportunities for industrial engagement and interaction;
- Develop innovative solutions to industrial and societal challenges;
- Increase retention of PhDs in Ontario and Canada;
- Encourage the creation of R&D jobs.

### **Funding for Elevate projects:**

All Elevate supported projects are funded for one year with the possibility of renewal for the second year. Mitacs provides project funding to uOttawa including: (1) The Sponsor Organization funds of \$30,000.00 per PDF, and; (2) Mitacs matching funds of \$35,000.00 per PDF.

Of these funds, a minimum of \$55,000.00 will go towards the PDF’s salary and the balance is available to cover associated research costs related to the Project such as travel, accommodation, materials and equipment.

## Definitions

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

“Background Intellectual Property” 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 have been developed, owned and/or controlled by each party before the start of the Project; Each Party grants to the other Party a royalty-free non-exclusive right to use their respective BIP only for internal research purposes. For avoidance of doubt, no rights and titles to BIP are given by a party to the other party other than the license for use under the Project.

“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 ;

“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 Accelerate intern or Elevate PDF in the course of the Project.

“Project” means the projects funded under the Mitacs Accelerate or Elevate programs.

## Ownership and Use of Intellectual Property, Data & Results

Any Intellectual Property arising from the Project (“Project Intellectual Property”) work performed solely by the Sponsor Organization staff hereinafter designated as “Sponsor Project Intellectual Property”, shall belong to the Sponsor Organization and be deemed confidential Information of Sponsor Organization, provided it does not incorporate the university (“uOttawa”) Background Intellectual Property or uOttawa Project Intellectual Property.

Any Intellectual Property arising from Project work performed solely by uOttawa’s research team (including but not limited to Academic Supervisors and Interns) shall belong to uOttawa, provided it does not incorporate Sponsor Background Intellectual Property or Sponsor Project Intellectual Property, and shall be disclosed to uOttawa and the Sponsor Organization and reviewed by uOttawa in accordance with uOttawa Policy 29 (Invention and Technology Transfer) hereinafter designated as “uOttawa Project Intellectual Property”.

Any Intellectual Property arising from work performed jointly by the Sponsor Organization staff and uOttawa research team (“Joint Project Intellectual Property”) shall be jointly owned, disclosed to both parties and shall be reviewed at uOttawa in accordance with uOttawa Policy 29 (Invention and Technology Transfer).

## Option Rights

uOttawa hereby grants to Sponsor Organization a time limited exclusive option to license (with right to sublicense) any rights uOttawa may have in the Project Intellectual Property (uOttawa PIP or Joint PIP) resulting from the Project in the Field of Interest. The option period shall begin on the date of disclosure by uOttawa to Sponsor Organization and run for a period of six (6) months, such time can be extended upon mutual agreement of the parties (the "Option Period"). Should Sponsor Organization choose to exercise its option, the parties shall negotiate, in good faith an agreement, including a reasonable royalty or other compensation for uOttawa, apart and separate from these Terms. Should Sponsor Organization choose to not exercise its option, uOttawa shall be free to commercialize the Project Intellectual Property or its interest to the Project Intellectual Property.

### **Rights reserved**

Notwithstanding any licenses granted under these Terms, uOttawa shall retain the non-exclusive right to use the Project Intellectual Property solely for internal, non-commercial research, clinical and educational purposes subject only to any confidentiality provisions which remain in effect.

### **Mutual Confidentiality**

The parties may disclose information ("Confidential Information"), one party to the other party, to facilitate work under the project hereinafter defined as "Project". Such Confidential Information shall be safeguarded and will only be disclosed to individuals who have a "need to know" within the receiving party's organization, provided that such individuals have obligations of confidentiality to the receiving party no less stringent than the obligations of receiving party under these Terms. Each party shall also strictly protect such Confidential Information from disclosure to third parties and will treat the Confidential Information with the same degree of care with which the receiving party treats and protects its own proprietary and confidential information against public disclosure, but with no less than reasonable care.

- *Legal exceptions*

A party may be compelled by law to disclose a disclosing party's Confidential Information, and such party shall be entitled to do so provided that it promptly notifies the disclosing party, to enable them to obtain a protective order or adequate remedy. If the disclosing party is unable to obtain the requisite protective order, the receiving party shall only disclose that portion of disclosing party's Confidential Information that it is legally required to disclose.

- *Other exceptions*

The following do not constitute Confidential Information:

- Information that receiving party can show was known by it prior to receiving such Confidential Information from disclosing party;
- Information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by receiving party in breach of these terms;
- Information that is or becomes available to receiving party on a non-confidential basis from a third party, that is not in breach of its obligations to the disclosing party;
- Information that can be shown to have been developed independently by receiving party without use of disclosing party's Confidential Information;
- Information of which disclosing party has authorized the unrestricted disclosure.

### **Publication rights**

The Parties are free to present, publish or otherwise disseminate the results of any research relating to a Project (including without limitation the Project Intellectual Property) at symposia, professional meetings or for academic evaluation or other academic purposes. The publishing party ("Publishing party") will provide a notice of intention to publish a proposed disclosure ("Proposed Disclosure") to the notified party ("Notified party") at least thirty (30) days in advance of publication specifying the intended date of dissemination. The Notified party shall have fifteen (15) days after receipt of a Proposed Disclosure, to object to such Proposed Disclosure on the basis that it contains the Notified party's Confidential Information or discloses Project Intellectual Property for which the Sponsor Organization intends to seek patent protection. Where the Notified party does not object in writing within fifteen (15) days of receipt of the Proposed Disclosure, the Publishing party may proceed with the dissemination of the Proposed Disclosure without further notice to the Sponsor Organization.

### **Grounds of objections**

Where a Notified party makes a timely objection to a Proposed Disclosure on the grounds that it contains the Notified party's Confidential Information, the Publishing party shall remove, mask, or normalize any such Confidential Information from the Proposed Disclosure as requested by the Notified party. The parties will negotiate in good faith to arrive at an acceptable version of the Proposed Disclosure within the original thirty (30) day notice period. Where the Sponsor Organization makes a timely objection to a Proposed Disclosure on the grounds that it discloses Project Intellectual Property for which the Sponsor Organization intends to seek protection, the uOttawa research team shall delay the Proposed Disclosure, for a period not to exceed six (6) months from the date the Proposed Disclosure was originally received by the Sponsor Organization.

### **No delay in Intern thesis defence and copyrights**

Service de soutien à l'innovation  
800, av. King Edward  
Ottawa, ON K1N 6N5



Innovation Support Services  
800 King Edward Ave  
Ottawa, ON K1N 6N5

The parties agree there shall be no delay in the defense of an Intern's thesis or in an Intern's graduation. In the event an Intern's thesis contains Project Intellectual Property for which the Sponsor Organization wishes to seek protection, uOttawa research team shall: • arrange for such thesis to be submitted and examined in confidence; • ensure that any examiner not already covered by a suitable obligation of confidentiality sign a confidentiality and non-use agreement for that purpose; and • not make the Intern's thesis public for a period not to exceed six (6) months from the date it was originally received by the Sponsor Organization. The parties further agree that if an intern completes a thesis relating to the Project, Intern will retain the ownership of the copyrights in that thesis.

### **Warranty Disclaimer**

Each Project is experimental and exploratory in nature and no particular results can be guaranteed by uOttawa, and by the uOttawa research team. The Sponsor Organization must undertake its own due diligence with respect to all matters arising from a Project. The Sponsor Organization acknowledges that uOttawa and the uOttawa research team make no representations or warranties, either express or implied, with respect to the Project Results. uOttawa and the uOttawa research team 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 uOttawa and the uOttawa research team have been advised of the possibility of such damages.

### **Indemnification**

The Sponsor Organization shall indemnify, defend and save harmless uOttawa and the uOttawa research team 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 Project Results by the Sponsor Organization or any entity taking rights to the same through the Sponsor Organization.