

**SIMON FRASER UNIVERSITY (SFU)**  
**Procedures for Use of**  
**Standard Intellectual Property Terms & Non-Disclosure Agreements for**  
**Mitacs Accelerate Internships**  
**and**  
**Mitacs Elevate Postdoctoral Fellowships**

**Standard Intellectual Property Terms**

This package includes the SFU Standard Intellectual Property Terms incorporated by reference into the Memorandum section of each Mitacs Project Application for use with projects (Projects) conducted under the following programs:

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

SFU expects that for most Projects at SFU a Mitacs Project Application will be submitted to SFU's Office of Research Services (ORS) for acceptance without a concurrent request for a Non-Disclosure Agreement.

**Non-Disclosure Agreement**

**MOST INTERNSHIPS AND FELLOWSHIPS SHOULD PROCEED AT SFU WITHOUT A NON-DISCLOSURE AGREEMENT**, as SFU expects that a Partner Organization will not provide confidential information to the Accelerate Intern or Elevate PDF in keeping with the expedited nature of Mitacs Projects . In the event a Project cannot be completed without the exchange of confidential information, SFU will consider requests for use of a Non-Disclosure Agreement with a Mitacs Project only on electronic delivery of a completed, unamended version of each of the following documents in pdf format to Elaine Walton in SFU's ORS ([elaine\\_walton@sfu.ca](mailto:elaine_walton@sfu.ca)):

- [Form Fillable Non-Disclosure Agreement Application Form \(NDA Application\)](http://www.sfu.ca/content/dam/sfu/ors/research-contracts/confidentiality/Non-Disclosure%20Agreement%20Application%20Form%202014%20%20Filable.pdf)  
<http://www.sfu.ca/content/dam/sfu/ors/research-contracts/confidentiality/Non-Disclosure%20Agreement%20Application%20Form%202014%20%20Filable.pdf>
- [Form-Fillable Non-Disclosure Agreement for Mitacs Projects at SFU \(NDA\)](http://www.sfu.ca/content/dam/sfu/ors/research-contracts/confidentiality/NON-DISCLOSURE%20AND%20RESTRICTED%20USE%20AGREEMENT%20Filable%20-%20Revised%20-%20July%202014.pdf)  
<http://www.sfu.ca/content/dam/sfu/ors/research-contracts/confidentiality/NON-DISCLOSURE%20AND%20RESTRICTED%20USE%20AGREEMENT%20Filable%20-%20Revised%20-%20July%202014.pdf>

(Mac users need to open the form-fillable documents from their Safari web browser for those documents to be downloaded as form-fillable).

At delivery of the NDA Application and NDA to SFU's ORS,

- the NDA Application must be completed and signed by the Academic Supervisor, and
- the NDA must be completed and signed by the Partner Organization.

On receipt and approval of the NDA Application, SFU's ORS will

- arrange for SFU to countersign the NDA,
- require the Academic Supervisor and the Accelerate Intern or the Elevate PDF to sign on to the NDA under the NDA Covenant by acknowledging its terms and confirming they are bound by those terms, and
- return a copy of any fully-signed NDA to the Partner Organization.

**SIMON FRASER UNIVERSITY (SFU)**  
**Standard Intellectual Property Terms**  
**for Graduate Student & Postdoctoral Fellowship Educational Projects**  
**funded through either**  
**The Mitacs Accelerate Internship Program (Mitacs Accelerate)**  
**or**  
**The Mitacs Elevate Fellowship Program (Mitacs Elevate)**  
**as administered by Mitacs**

**PROGRAM OVERVIEWS**

**MITACS ACCELERATE:**

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 (Partner Organization). These connections help partners utilize new tools, technologies and methodologies to address issues that are vital to an organization's success. Partner 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 SFU**

The **Mitacs Accelerate** Program is administered by Mitacs, with the support of the Province of British Columbia and the Government of Canada.

This program funds Interns to undertake research on site with the Partner 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 Accelerate funded Projects**

The **Mitacs Accelerate** mission for this internship program is to initiate and foster linkages with primarily BC-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 BC and Canada. SFU 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 Mitacs Accelerate Projects**

All **Mitacs Accelerate** Projects are funded in four-month periods or multiples of four-month segments. Mitacs provides project funding to SFU including:

- (1) the Partner 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, 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.

**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 Partner Organization. These partnerships give the Partner 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 SFU.

The **Mitacs Elevate** program is administered by Mitacs with support of the Province of British Columbia.

The program funds PDFs to undertake a one-year (renewable for a second year) research project in collaboration with the Partner Organization. The PDF will be on-site with the Partner 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 BC and Canada;
- Encourage the creation of R&D jobs.

**Funding for Mitacs Elevate projects:**

All **Mitacs Elevate** Projects are funded for one year with the possibility of renewal for the second year. Mitacs provides project funding to SFU including:

- (1) The Partner Organization funds of \$25,000 per PDF each year, and;
- (2) Mitacs matching funds of \$37,500 per PDF each year.

Of these funds, a minimum of \$50,000 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.

**TERMS:**

**Confidentiality**

It is expected that a Partner Organization will not provide any confidential information to the Accelerate Intern or Elevate PDF 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 Accelerate Internships and Mitacs Elevate Postdoctoral Fellowships.

**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 Accelerate Intern or Elevate PDF 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 contributing to the Project any Background (or its licensors) 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 Accelerate Intern or Elevate PDF a royalty-free, non-exclusive, perpetual, irrevocable licence to use 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 Accelerate Intern or Elevate PDF 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 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 Accelerate Intern, the Elevate PDF, 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 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 will 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 presented or published.

The author of any Publications, excluding software code and related technical documentation developed as part of the Project research, 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, the Accelerate Intern, or the Elevate PDF. 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, the Accelerate Intern, and the Elevate PDF make no representations or warranties, either express or implied, with respect to the Results. SFU, the Academic Supervisor, the Accelerate Intern, and the Elevate PDF 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 SFU, the Academic Supervisor, the Accelerate Intern, or the Elevate PDF have been advised of the possibility of such damages. The Partner Organization shall indemnify, defend, and save harmless SFU, the Academic Supervisor, the Accelerate Intern, and the Elevate PDF 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, including any Intellectual Property therein, by the Partner Organization or any entity taking rights to the same through the Partner Organization.

**Effective Date**

These Terms apply to Mitacs Accelerate Internships & Mitacs Elevate Fellowships at SFU, the Memorandum for which is signed by the last of the parties on or after August 1, 2014. These Terms specifically supersede all similar terms published by SFU prior to August 1, 2014, in regard to the SFU Standard Intellectual Property Terms for use with any such Memorandums.