

McGILL UNIVERSITY Standard Terms and Conditions for Mitacs Accelerate, Accelerate Entrepreneur, and Business Strategy Internships

While Mitacs does not impose an intellectual property policy, McGill has its standard terms and conditions with regards to the various Mitacs programs, as set out in this document.

Companies sponsoring Mitacs programs have consistently expressed an expectation that Project IP arising from such programs will vest with them. To accommodate this expectation, McGill's terms and conditions provide the Partnering Organization with ownership of the Project IP arising from the internship/fellowship, while granting the intern(s)/fellow(s), Academic Supervisor, and McGill a perpetual, royalty-free license to use that Project IP for non-commercial academic interests. Copyright in any academic publication arising from the Mitacs-funded project is retained by the author of that publication. These terms are the default terms that will apply if the intern/fellow, faculty supervisor, and Partnering Organization does not confirm that an alternative set of terms should apply. Except where there is a separate agreement in place between McGill and the Partnering Organization related to the work to be performed under the Project, these terms shall govern all Mitacs Projects undertaken by McGill **with the exception of Accelerate Entrepreneur projects which are detailed below.**

Partnering Organization, the Intern, and the Academic Supervisor confirm: i) their acceptance of these terms and understand; and ii) that the Project will be governed by these terms.

While it is possible to deviate from these standard terms and conditions, we have found that most Mitacs partnering organizations expect to own the intellectual property developed during the project and any deviation from the standard terms and conditions may result in considerable delays.

If you require any modification to these standard terms and conditions please contact the Office of Industry Partnerships at innovation_partnerships.oip@mcgill.ca prior to submitting your Application.

All capitalized terms used in this document are defined in [Annex B](#).

IMPORTANT: Most successful Mitacs Accelerate and BSI projects are governed by McGill's Standard Terms and Conditions for Mitacs Projects.

However, these McGill's Standard Terms and Conditions will not apply to programs like NSERC Alliance–Mitacs Accelerate grants or joint applications with other universities. In those cases, the Industry Partnerships team will negotiate a separate agreement. Any intellectual property arising from an awarded NSERC Alliance–Mitacs Accelerate project or a joint Mitacs application with other universities will be governed by that negotiated research agreement, rather than the standard Mitacs IP terms and conditions.

1. INTELLECTUAL PROPERTY (IP)	
Background Intellectual Property (Background IP)	Each Party will retain all rights, title and interest in and to its Background IP provided or used in the Project and no license to use any Background IP is granted or implied by this Agreement excepting that each Party will be deemed to have been granted a royalty-free non-exclusive license to their respective Background IP solely for the purpose and the duration of the Project.

Project Intellectual Property (Project IP)	<p>Except for Mitacs Accelerate Entrepreneur projects*, the Partnering Organization will own all rights, title and interest in and to the Project IP other than the following:</p> <ul style="list-style-type: none"> (a) 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 section of these terms; (b) any Project Intellectual Property or other subject matter covered by a separate agreement to which McGill and Partnering Organization are parties and active during the dates of the Internship Project; and (c) any third party proprietary tools that are used in the performance of the Project. <p>Except as expressly provided otherwise, nothing in this Agreement will be construed as a transfer or assignment of any right, title or interest in or to any IP, by one Party to the others.</p> <p>* For Mitacs Accelerate Entrepreneur projects :</p> <p>Project IP. McGill will own all rights, title and interest in and to the Project IP.</p> <p>Option to license Project IP. Should a license be required, McGill shall grant Partnering Organization a time-limited option to negotiate an exclusive (or non-exclusive) license to use the Project IP under commercially reasonable terms and conditions to be negotiated in good faith by the Parties ("the Option"). Partnering Organization acknowledges that McGill shall offer no warranty concerning patentability of Project IP, or non-infringement, merchantability or fitness for particular purposes of any ensuing products.</p> <p>The Partnering Organization acknowledges that notwithstanding the license provisions, McGill, and if applicable, the Academic Supervisor and members of the research team shall forever retain the right to use the Project IP for academic purposes, including teaching and research.</p>
Rights Reserved	<p>The Partnering Organization grants each of McGill, the Intern, and the Academic Supervisor and members of the research team a royalty-free, non-exclusive, perpetual, irrevocable license to use the Project IP for research, scholarly publication, educational and other non-commercial purposes.</p>
2. CONFIDENTIAL INFORMATION (CI)	
Non-disclosure	<p>McGill expects that no confidential information will be disclosed between the Parties during the course of the Project. However, if a non-disclosure agreement is necessary, McGill's standard mutual Non-Disclosure Agreement (NDA) will be used.</p> <p>For those internships and fellowships requiring an NDA, please contact the Office of Industry Partnerships at innovation_partnerships.oip@mcgill.ca indicating <i>NDA for Mitacs</i> in</p>

	the subject line.
3. PUBLICATION	
Publication Rights	<p>The Parties are not restricted from presenting, publishing or otherwise disseminating the results of any research relating to a Project (including without limitation the Project IP) at symposia, professional meetings or for academic evaluation or other academic purposes (including, without limitation, publishing theses, course reports, journal articles or other academic publications) (a “Publication”)</p> <p>During the Project, and for a period of two (2) years following the completion or other termination of the Project, the Academic Supervisor and the Intern will provide the Partnering Organization with a copy of any proposed Publication containing the results of any research relating to a Project or any Project IP at least thirty (30) days in advance of the proposed publication date. The Partnering Organization shall have thirty (30) days after receipt of a proposed Publication, to object to such proposed Publication on the basis that it contains, as the case may be, the Partnering Organization’s CI or discloses Project IP for which the Partnering Organization intends to seek patent protection. Where the Partnering Organization does not object in writing within thirty (30) days of receipt of the proposed Publication, McGill and the Intern may proceed with the dissemination of the proposed Publication without further notice to the Partnering Organization. All contribution into the Publication will be acknowledged as per standard practice in the field and there will be no delays in student thesis defence.</p>
Grounds of objection	<p>The Partnering Organization may request, within thirty (30) days following receipt of a copy of the proposed Publication require by written notice to McGill that:</p> <ul style="list-style-type: none"> i) the proposed Publication date be delayed, for a period of not greater than ninety (90) days from the date the proposed Publication was originally received by the Partnering Organization, to permit the Partnering Organization to file an application to register a patent with respect to the Project IP or ii) the content of the Publication be modified to exclude Confidential Information of Partnering Organization and that an acceptable version be negotiated by the Parties.
4. REPRESENTATION, WARRANTY AND INDEMNIFICATION	
Representations	<p>The Partnering Organization’s signatory to the Mitacs Application hereby represents and warrants that s/he has the authority, or has been authorized, to bind the Partnering Organization to the obligations contained herein.</p>
No Warranty	McGill makes no express warranties and disclaims any implied

	<p>warranties as to any matter relating to this Agreement, including without limitation the performance or results of the Project; the availability of legal protection for any research results, inventions, copyrightable works, or any other work product pursuant to this Agreement. There are no express or implied warranties of merchantability or fitness for a particular purpose for any of the research results, or that the use of research results or the Project IP will not infringe any patent rights or other proprietary rights of a third party, or that the work undertaken during the course of the Project will be eligible for tax credits.</p>
Indemnification	<p>The Partnering Organization will indemnify and hold harmless each of McGill, its Board of Governors, executives, faculty, employees, students and agents, and the Academic Supervisor and the Intern/Fellow 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 Project IP or the research results by the Partnering Organization, its affiliates, customers, licensees or anyone for whom the Partnering Organization is in law responsible or any of their successors or assignees.</p>
5. EXPORT CONTROL	
<p>In the event that goods or information falling under Canadian or United States export control rules, controlled goods or arms regulations are required to be provided by the Partnering Organization to McGill, Academic Supervisor or Intern, Partnering Organization will so inform McGill in writing prior to any such disclosure. Partnering Organization shall not forward or provide any such information to McGill, the Intern or Academic Supervisor without the express written permission of McGill. The burden shall be on Partnering Organization to make it available only to eligible individuals as designated by McGill, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption or exclusion. In the event the Project research results or any data developed in the course of the Project constitute controlled goods under Canadian law, the Parties will cooperate so that the requirements of the law are met prior to disclosure of such results or data. McGill shall have the right to terminate any Project if the disclosure of such information, under license or otherwise, would destroy McGill's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research or McGill is unable to comply with the requirements of the Partnering Organization.</p> <p>No goods or information subject to International Traffic in Arms Regulations (ITAR) shall be transferred to [McGill/each of the Institutions] under this Agreement.</p>	

6. TERM AND TERMINATION	
Term	<p>This agreement shall come into effect as of the start date of the Project, as set out in the Notice of Award, and shall remain in effect for the duration of the Project, unless terminated earlier in accordance with the terms below.</p>
Termination for Default	<p>A Party may terminate this Agreement immediately upon notice to the other Parties, in the event of:</p> <ul style="list-style-type: none"> i) material breach or non-compliance by one of the other Parties of some obligation, undertaking, representation, warranty in this Agreement, if such default is not remedied within thirty (30) days of receipt by such other Party of written notice to that effect; ii) one of the other Parties becoming bankrupt or insolvent, going into receivership, making an assignment of its assets to the benefit of its creditors, taking advantage of any statute which may be in force in relation to bankruptcy or insolvent debtors, or ceasing to conduct business in the normal course; or iii) default on the part of one of the other Parties caused by a force majeure, where such default lasts for more than six (6) months. <p>Upon receipt by a Party of a notice of termination under this Agreement or expiry of the delay within which default may be cured, McGill will make all reasonable efforts to stop work on the Project and limit further spending on the Project, provided that McGill shall have the right to disburse any sum of money committed at the time of termination and any unused funds will be returned to Mitacs.</p>
Termination by McGill	<p>McGill shall be able to terminate this Agreement in the event that the Academic Supervisor leaves the employment of McGill, becomes permanently disabled or passes away. In such a case, the Parties will attempt in good faith to identify another Academic Supervisor at McGill. Should they be unable to find a mutually acceptable replacement, McGill shall be able to terminate this Agreement under this section.</p> <p>McGill shall also be able to terminate this Agreement with respect to the Partner Organization for reasons of national security, in the event of criminal and/or government sanctions or to comply with federal laws, regulations, policies and directives.</p>

Termination by Partnering Organization	The Parties acknowledge that the unavailability of the Intern or the Intern's failure to fulfill his or her obligations pursuant to the Project are matters beyond the control of McGill. In the event this occurs, the Partnering Organization may elect to terminate the Project but shall have no recourse or remedy against the Intern, McGill or the Academic Supervisor.
7. GENERAL	
Project	Unless otherwise expressly agreed to, all work under the Project shall be completed and funded in accordance with the Project application form submitted to and approved by Mitacs.
Compliance	Each Party must comply with all applicable laws, regulations and rules in its jurisdiction.
Intern Status and Relationship with Partnering Organization	During the course of the Project, the Intern maintains a McGill status. The Intern does not become an employee of the Partnering Organization and will not sign any agreements with the Partnering Organization.
Quebec Privacy Act	The Parties acknowledge that this Agreement and the relationship between the Partnering Organization and McGill will be subject to the Quebec Privacy Act.
Severability	If, for any reason, any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remainder of the Agreement shall be enforced to the fullest extent possible.
Publicity	No Party shall use the name, trademark or logo of the other Parties without their written consent.
Dispute Resolution	The Parties agree to cooperate with each other to ensure that each may enjoy all rights conferred under this Agreement. In the event of a dispute arising out of or relating to this Agreement, the affected Party shall promptly notify the other Party (the " Notice Date ") and the Parties shall attempt in good faith to resolve the matter. Any disputes not so resolved within a period of thirty (30) days from the Notice Date shall be referred to the Vice-Principal Research and International Relations or the Associate Provost (Graduate Education), Dean of Graduate and Postdoctoral Studies of McGill and the President/CEO or equivalent of the Partnering Organization for resolution.
Force Majeure	Neither Party shall be held responsible to the other Party for any default or delay in the execution of its obligations caused by circumstances beyond its control. Without limiting the generality of the foregoing, natural disasters, strikes, fires, war and insurrections and actions of government or regulatory bodies, pandemics and public health emergencies which prevent a Party from performing under the Agreement shall be deemed to constitute force majeure, provided

	however that the Party that is excused from performance takes all measures necessary to prevent, control or limit the effect of the force majeure so that performance may resume as soon as possible.
Governing Law	It is agreed by the Parties that this Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and hereby submit to the jurisdiction of the courts of the Province of Québec.
Survival	Notwithstanding the expiration or the termination of this Agreement, the Parties shall continue to be bound by the provisions relating to Intellectual Property, Confidential Information, Representation, Warranty and Indemnification, Publication, Publicity and Dispute Resolution.
Effective Date	Unless agreed to in writing, these revised terms and conditions shall apply to Mitacs Accelerate, Accelerate Entrepreneur, Elevate, and Business Strategy Internships dated on or after June 1, 2024.

ANNEX - B

“Academic Supervisor” means the supervising professor of an Intern as indicated on the Mitacs Application.

“Agreement” means the terms and conditions set forth in this document entitled “McGILL UNIVERSITY Standard Terms and Conditions for Mitacs Accelerate, Accelerate Entrepreneur, Elevate and Business Strategy Internships” as agreed to by the McGill Intern, Academic Supervisor and Partnering Organization in the Memorandum forming part of the Mitacs Application form.

“Application” means the Mitacs Project application form, which includes the Project description, including the deliverable(s) and the Mitacs memorandum;

“Background Intellectual Property” or “Background IP” means IP other than Project Intellectual Property, conceived, developed, reduced to practice or otherwise made or acquired by a Party prior to the effective date of the Project or outside of the scope of the Project and used to generate the research results.

“Confidential information (CI)” refers to the following types of information owned or controlled by a Party, which are considered confidential to that Party, regardless of whether they are communicated orally, in writing, or electronically: technologies, inventions, improvements, enhancements, network-specific information/data, algorithms, source codes, programs developed by a Party, intellectual property, commitments, projects, photos, measurement data, samples, financial data, information related to customers and suppliers, relationships with current and potential customers, and business operations.

“Intellectual Property” or “IP” means scientific formulae, data, discoveries, inventions, ideas, software, models, prototypes, specifications, patterns, drawings, algorithms, concepts, products, compositions, processes and protocols, methods, tests and improvements, know-how, machines, devices, and computer programs and includes any and all patents, patent rights and patent applications which embody, emulate or employ any part of the foregoing.

“Intern” means the McGill undergraduate, graduate student, post-doctoral fellow (“PDF”) or recent graduate participating in the Mitacs Application or in the intern profile form completed or to be completed by the Academic Supervisor.

“McGill” means The Royal Institution for the Advancement of Learning/McGill University.

“Partnering Organization” means the sponsoring company(ies) as identified in the Application and participating in a Mitacs project.

“Party” means individually McGill or the Partnering Organization and collectively the **“Parties”**.

“Project” means the activities undertaken pursuant to the Mitacs internship/fellowship.

“Project Intellectual Property” or “Project IP” means any and all Intellectual Property patentable or otherwise protectable by statute, conceived, developed, or reduced to practice or otherwise made by the McGill and more particularly the intern as a result of their duties under this Agreement.