

CAPSTONE PROJECT AGREEMENT (“Agreement”)

Effective as of the date of signature of the last Party to sign (“**Effective Date**”)

BETWEEN

University of Ontario Institute of Technology

located at 2000 Simcoe Street N., Oshawa, ON L1G 0C5 (“**University**”)

and

located at (“**Company**”)

(Each of University and the Company is a “**Party**” to this Agreement and they are together, the “**Parties**”.)

1. Definition

- a. Background Intellectual Property means Intellectual Property of University, University Contributors, or of the Company which is acquired or developed by such Party prior to or independently of the Project.
- b. Confidential Information means a Party’s non-public, proprietary or commercially sensitive information that may be disclosed by such Party to the other before or during the term of this Agreement relating directly or indirectly to the Project. For clarity, Project Intellectual Property shall be considered the owning Party’s Confidential Information.
- c. Intellectual Property in this Agreement includes: patentable and non-patentable inventions, designs, trademarks, works subject to copyright, trade secrets, and processes.
- d. Project Intellectual Property means the Intellectual Property developed by a Party as a result of the performance of the Project.
- e. Student(s) means the University student(s) participating in the Project.
- f. University Contributors means the Student(s), the supervising faculty member and all other University staff and/or students who participate in the Project.

2. Capstone Project

University and the Company have agreed to supervise Students to undertake a project

beginning on

and ending on _____ (“Project”).

The Project is designed with two goals: first, to provide the Students with real-world experience; second, to provide the Company through its representatives, the opportunity to work with Students, develop relationships with Students and faculty, and benefit from efforts and results from the Project.

3. Intellectual Property

a. Background Intellectual Property

Each Party shall own its Background Intellectual Property. Nothing in this Agreement shall affect the ownership of either Party’s Background Intellectual Property or imply any license to a Party’s Background Intellectual Property. Background Intellectual Property must be used solely for the purpose of performing activities specified in the Project.

b. Ownership of Project Intellectual Property

(Please check if appropriate)

- The Company will retain ownership rights to all Project Intellectual Property.
- All Project Intellectual Property developed solely by a Party will be solely owned by that Party. Project Intellectual Property created jointly by University and/or University Contributors and Company personnel shall be jointly owned by the University and the Company. Following the coming into existence of jointly-owned Project Intellectual Property, the Parties undertake to conclude a separate agreement to govern the terms and conditions pertaining to rights, duties and obligations of the Parties concerning the jointly-owned Project Intellectual Property. Each Party shall promptly disclose all Project Intellectual Property to the other Party in writing.

c. License for Non-Commercial Use

(Please check if appropriate)

- The Company hereby grants University a non-exclusive, world-wide, fully paid, royalty free, perpetual, irrevocable right and license to use all Project Intellectual Property owned by the Company for teaching, non-commercial research and administrative purposes.

4. Confidential Information

- a. Each Party will use commercially reasonable efforts to protect the other Party's Confidential Information and to return all Confidential Information to the disclosing Party upon request. Except as outlined in this Agreement, each Party shall not use any Confidential Information obtained in the course of the Project except for the purposes of completing the Project. Each Party acknowledges that Confidential Information shall not include any information which is:
 - (a) published or becomes generally available to the public other than as a result of a breach of any obligations of the receiving Party;
 - (b) in the possession of the receiving Party prior to its receipt from the disclosing Party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality;
 - (c) rightfully received from a third party not subject to a duty of confidentiality to the disclosing Party and/or without breach of this Agreement;
 - (d) independently developed by a Party without the use of any of the Confidential Information; or
 - (e) compelled to be disclosed in a public manner pursuant to legal, judicial or administrative proceedings or otherwise as required by law.
- b. The obligation of confidentiality shall continue for one (1) year after the expiration or early termination of this Agreement.

5. Publication

(Please check if appropriate)

- University, through its University Contributors, has the right to publish Project results in recognized scientific journals and academic presentations. Where such results will be published external to University, a copy of such publications will be sent to the Company thirty (30) days in advance of submission for publication for review and comment.

6. Publicity

Neither Party shall be permitted to use the name and/or logo of the other Party without the other Party's prior written permission.

7. Termination

Either Party has the right to terminate this Agreement, without thereby incurring any liability to the other, by written notice.

8. Disclaim and Release; Limitation of Liability; Indemnification

a. Disclaimer and Release

The Company understands that the Project may or may not result in specific deliverables or Project Intellectual Property and those deliverables or Project Intellectual Property, if any, are provided to the Company “as is”. University makes no warranties, express or implied, as to the condition, accuracy, originality, merchantability or fitness for purpose of any kind to the Company in relation to the Project. The Company hereby releases University and University Contributors from any claims relating to any direct, indirect, consequential, special or other damages suffered by the Company as a result of the Company’s use of deliverables or Project Intellectual Property.

b. Indemnification

The Company will indemnify, defend, and hold harmless University, including University Contributors, from and against any and all claims, liability, losses, costs and expenses (including reasonable costs and legal fees) arising from the Company’s breach, negligence or use of the Project Intellectual Property.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties irrevocably agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous written or oral agreements between the Parties with respect to such subject matter. No modification, variation or amendment of this Agreement shall be binding upon the Parties unless it is in writing and signed by duly authorized representatives of both Parties.

11. Relationship

The Parties are independent contractors. Neither Party is the agent, partner or employee of the other Party.

12. Unexpected Events

No Party will be liable for any non-performance or delay in performance by that Party that is due wholly or in part to fire, flood, any act of God, riot, act of war (whether or not declared), terrorism, change in law or any other cause beyond the reasonable control of the Party.

13. Independent Legal Advice

Each Party has obtained independent legal advice regarding this Agreement and its effect, or has voluntarily chosen not to do so.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

For Company:

Name:

Title:

Signature:

Date:

For University:

Name:

Title:

Signature:

Date:
