Office of Research and Innovation, Niagara College

COLLABORATION PROJECT AGREEMENT

1. PARTIES TO THE AGREEMENT		
NIAGARA COLLEGE **Ontario, Canada** **(the "College")**	**AND**	_____ **(the "Industry Partner")**
The parties to this agreement agree to collaborate on a Research Project described below.		

2. DESCRIPTION OF RESEARCH PROJECT

_____ **(the "Industry Partner")** Collaboration Project Outline (**Appendix**)

Project Title:

3. PURPOSE

The purpose of this Collaboration Project Agreement is to set out the terms and conditions under which a Collaboration Project will be carried out between the above parties through funding provided by **[Funding Agency Name - Program].**

4. DEFINITIONS

Agreement means this agreement and any attachments that may be appended to it, including the *Collaboration Project Proposal.*

Collaboration Project means an applied research or pre-commercialization project carried out by Niagara College in collaboration with the Industry Partner, supported by **[Funding Agency Name - Program]**.

Projects may include one or more of the following:

- Model or Simulate Solutions
- Develop and Test Prototypes
- Develop and Evaluate new or improved products, processes or solutions
- Adopt New Technologies and Knowledge
- Piloting and demonstration
- Problem-solving

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4. DEFINITIONS

Contribution means the contribution to eligible expenses that is made by **[Funding Agency Name - Program]** program, and by the Industry Partner. Contributions from the Industry Partner may be either cash and/or in kind.

Eligible Activities include: labour and operating costs; materials and supplies; consulting and/or professional fees; travel and meeting costs; minor capital acquisitions; project dissemination.

Intellectual Property (IP) includes technical information, know-how, inventions, models, patents, drawings, specifications, prototypes, computer software, and other creations that can be protected under patent, copyright, or trademark laws.

5. BACKGROUND

It is the goal of the College to bring together companies, faculty and students to conduct applied research, development and innovation activities that will help companies become more competitive and successful. Each company completes an *Collaborative Project Proposal*, which is reviewed by an objective Project Review Team to ensure that the proposed project meets the eligibility requirements of the **[Funding Agency Name - Program]** and the company is providing the required amount of cash and/or in kind investment in the project.

The College will review projects approved by the Project Review Team to ensure that it has the capacity and capability to conduct the Collaborative Project. Once the project has been approved, the College will implement the project.

6. COLLABORATIVE PROJECT FUNDING

The College will receive a minimum of 1 to 1 contribution in matching funds from the Industry Partner as established by Funding Agency Name - Program to conduct a Collaborative Project with the Industry Partner. The Industry Partner will invest in cash and/or in kind the investment as documented in the *Collaborative Project Proposal* that forms part of this Agreement. In addition a signed Niagara Research – Industry Partner Contribution Agreement is attached. (**Appendix**)

7. ENVIRONMENTAL ASSESSMENT

This Agreement will be submitted to the Funding Agency Name - Program along with a completed *Environmental Assessment (CEAA)* form for approval prior to the start of the Project. (**Appendix**)

8. OBLIGATIONS of the PARTIES

The College warrants that it will meet all of its obligations as the grant Recipient as described in the Contribution Agreement.

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8. OBLIGATIONS of the PARTIES

Furthermore, the College agrees to:

a) Organize activities, implement the agreed on work plan (**Appendix**), and report as required on the Research Project
b) Conduct applied research according to generally accepted research standards
c) Manage the Research Project budget
d) Adhere to safety and environmental procedures, policies and standards
e) Provide the following personnel to conduct the research

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The Industry Partner warrants that it will:

a) Provide human resources as required for the Research Project
b) Adhere to required safety, environmental procedures, policies and standards
c) Invest the in kind and cash commitments described in the *Collaborative Project Outline* and the *Niagara Research – Industry Partner Contribution Agreement*
d) Monitor the project and maintain accurate records of the in kind and cash commitments
e) Permit representatives of the Minister to audit such accounts and have right of access to such data
f) Provide the College when requested with any information or data required for the College to submit project reports as required by the Funding Agency - Program, including the following:
   - Total cash investment by the Industry Partner for the Collaboration Project
   - Total in kind investment by the Industry Partner for the Collaboration Project
   - Census division, Sector (NAICS) code, and size of company
   - Projected increase in sales as a result of the Collaboration Project
   - Any other reasonable metric requested to enable the College to prepare its reports

9. ADDITIONAL PROVISIONS of the AGREEMENT

SAFETY	All research must be done in a safe professional manner that does not place students, faculty, staff, or visitors to the campus in unsafe or hazardous situations. No chemical or hazardous materials, which pose a risk to students, faculty, staff, or visitors, can be used on campus. All research procedures must meet current government safety standards and regulations. Students, faculty, visitors, or participants must wear appropriate safety equipment when involved with the research.
LIABILITY	Niagara College, as a public education institution, does not permit any College divisions to enter into contracts that place the College in a position where it might face unlimited liability. Therefore, all contracts limit or disclaim the liability of Niagara College. Liabilities resulting from the use of Niagara College's work by the Partner or by others must be borne by the Partner. The College accepts no responsibility for how the results of its work are used, or for any damage that may be caused. Niagara College may require the Partner to purchase product liability insurance, naming Niagara College as beneficiary, in order to protect the College from claims that may arise in this regard.

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9. ADDITIONAL PROVISIONS of the AGREEMENT	
CONFIDENTIALITY	Industry Partners may require that information associated with their projects be kept confidential. The College and Partner may disclose confidential information to one another to facilitate research activities. Appropriate non-disclosure agreements may be signed to protect such confidential information. **(Appendix)** In an instance where a College employee violates confidentiality, the College will take appropriate action with those employees responsible, to the extent deemed appropriate by the College, but in no circumstances shall the Partner have any recourse for damages against Niagara College. The obligation to keep information confidential, however, shall not apply to information that: ○ Is already known to the party to which it is disclosed ○ Becomes part of the public domain without breach of agreement ○ Is obtained from third parties which gave no obligation keep the information confidential to the parties to this agreement
INTELLECTUAL PROPERTY	a) Ownership of Intellectual Property developed jointly by both College and _____ personnel in performance of the Research Project shall vest with _____. b) College shall retain a royalty-free, non-exclusive license to use the Intellectual Property for research, educational and administrative purposes. c) Niagara College students, graduates and faculty involved the research project can use general project descriptions and information for the betterment of their CVs. d) In the event of an intent to publish, the Researchers shall provide a designated employee of _____ with a copy of any proposed publication for comment with the opportunity to review results of the Research Project for potential business benefits or commercial exploitation and to ensure that undisclosed Intellectual Property has not been included, an objection has been raised to the proposed disclosure then thee shall be an additional period of sixty (60) days to resolve such issue. e) All presentations, publications and disclosures herein contemplated shall refer to and give appropriate recognition to the support by _____ of the Research Project.

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9. ADDITIONAL PROVISIONS of the AGREEMENT	
COMMUNICATIONS	Both the College and the Industry Partner agree to acknowledge the federal government's participation in the funding provided through this Agreement, including but not limited to: a) Consent for a public announcement of the Collaboration Project in a news release or other public announcement as determined by the Ministry b) Agreement for a media/public event upon completion of the Collaboration Project with the Minister or designated representatives and the College at a mutually agreeable time and date c) Display of promotional materials provided by the College for such events
COMPLIANCE with LAWS	The Industry Partner agrees to comply with all federal, provincial, and municipal legislation as well as any applicable laws governing the parties to the Collaboration Agreement.

10.AGREEMENT TERMINATION / DEFAULT

The following constitute Events of Default:

a) The College or Partner is in breach of the performance of/or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this agreement.

b) The College or Partner has failed to proceed diligently with the project.

c) The College or Partner desires to terminate the project without 30 days written notice.

d) An Event of Default has occurred and has not been remedied within 15 days of receipt of written notice of default, or a plan satisfactory to the College or Partner to remedy such Event of Default has not been put into place within such time period.

Effect of Default:

a) The Partner may suspend payment under this agreement until the end of the period given to the College to remedy the Event of Default.

b) The College may suspend work on the project under this agreement until the period given to the Partner to remedy the Event of Default.

By mutual consent of both parties to terminate the agreement; all costs to that point will be paid in full.

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11. CONDITIONS
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12.SIGNATURES	
All notices, directions, or other communications regarding the research project shall be in writing, and delivered to:	
Niagara College: Address: Phone: Fax: E-mail:	Industry Partner: Address: Phone: Fax: E-Mail:
This agreement is in effect from the date of signing until _____, and may be extended by mutual agreement.	
For the College	***For the Industry Partner***
Name:	Name:
School / Department:	Company:
Phone:	Phone:
E-mail:	E-mail:
Signature:	Signature:
Date:	Date: