thesis content or from depositing the thesis with the university library, provided that, Dalhousie, at the written request of the Company, may withhold the thesis from access by library users for a period not to exceed six (6) months from the date it was provided to the Company for review.

11. Indemnity. Company shall hold harmless, indemnify, and defend Dalhousie from all liabilities, demands, damages, expenses and losses (including reasonable legal expenses) arising out of the use by Company or by any party acting on behalf of or under authorization from the Company, of research results or Foreground Intellectual Property or out of any use, sale or other disposition by Company, or by any party acting on behalf of or under authorization from Company of products made through the use of research results or Foreground Intellectual Property. At Dalhousie's request, Company shall provide proof of insurance sufficient for compliance under this section.

Dalhousie shall indemnify and hold the Company harmless of any and all costs, suits, claims or damages on account of injuries (including death) to persons participating in the Project except where they have been caused or contributed to by the Company's negligence or wilful misconduct. Dalhousie shall also hold Company harmless of any or all damages to Dalhousie property, except where such damages have been caused or contributed to by the Company's own negligence.

**12. Warranties.** Dalhousie, including its fellows, officers, directors, employees and agents, makes no conditions, representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, collateral, express, or implied, as to any



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23. Counterparts. This Agreement may be executed by signatures delivered by facsimile transmission or delivered electronically in optically scanned form; and/or it may be simultaneously executed by the parties in multiple counterparts, each of which will be considered to be an original instrument, and all of which taken together, where each party has executed at least one counterpart, will constitute one and the same instrument. IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the day and year first written above. DALHOUSIEUNIVERSITY **COMPANY** Dr. Alice Aiken Name: Vice-President, Research & Innovation Title: Date: Date: RESEARCHER ACKNOWLEDGEMENT I hereby agree to act in accordance with all terms and conditions herein, and further agree to ensure that all participants are informed of their obligations and comply with the terms and conditions herein stated. PRINCIPAL INVESTIGATOR Name: Title: Date:

## STATEMENT OF WORK, PAYMENT SCHEDULE & BUDGET