

**THIS COLLABORATIVE RESEARCH AGREEMENT** made this 17 day of May, 2021 (the "**Effective Date**").

**BETWEEN:**

**NOVA SCOTIA COMMUNITY COLLEGE**  
("NSCC")

-and-

**MUNICIPALITY OF THE DISTRICT OF ARGYLE**  
("MODA")

(the "Collaborator" and with NSCC, each a "Party", and together the "Parties")

**BACKGROUND:**

- A. The Collaborator requires research and development services ("Services") as outlined in Schedule "A" to this Agreement (the "Project").
- B. NSCC will provide the Services for the Project on the terms set out in this Agreement.
- C. Natural Sciences and Engineering Research Council of Canada ("**NSERC**") and NSCC have entered into an agreement the terms of which permit NSCC to provide the Services to MODA, with the fees associated with the provision of such Services to be funded by NSERC.

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement (the sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

**ARTICLE 1 - DEFINITIONS AND SCHEDULES**

**1.1 Definitions.** In this Agreement, the following terms shall have the meanings as set out below:

- (a) "**Agreement**" means this Collaborative Research Agreement and all schedules attached to this Agreement.
- (b) "**Background Intellectual Property**" means the Intellectual Property Rights owned, controlled, licensed, or developed by either Party prior to the Effective Date in respect of the Project and which is required for the carrying out or the exploitation of the Project.
- (c) "**Confidential Information**" means any information directly or indirectly related to this Agreement, the Project, and related research, testing and evaluation, not generally known to the public and which is provided at any time by one party to the other in written, graphic, oral or physical form, regardless of whether such information is included or incorporated into other materials or not. For greater certainty, such information includes but is not limited to scientific knowledge, know-how, processes,

inventions, techniques, formulae, methodology, drawings, specifications, designs, trade secrets, teaching materials, market opportunities, products and product information, business operations, customer requirements, data, plans or other records, biological materials and software, but does not include information that:

- (i) is in the knowledge, possession or control of the Receiving Party prior to its disclosure by the Disclosing Party;
  - (ii) is public knowledge at the time of disclosure by the Disclosing Party or becomes public knowledge through no fault of the Receiving Party;
  - (iii) is developed independently of the Project as a result of the operations or activities of the Receiving Party, but only to the extent such information does not include or incorporate other Confidential Information; or
  - (iv) is obtained from a source other than the Disclosing Party without breach of any legal obligation or the terms of this Agreement.
- (d) **"Disclosing Party"** means as defined in Section 5.1.
- (e) **"Foreground Intellectual Property"** means the Intellectual Property Rights made, developed, conceived or reduced to practice in the course of activities conducted pursuant to this Agreement and the Results.
- (f) **"Intellectual Property Rights"** means all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without limiting the generality of the foregoing, inventions, patents, trade-marks, copyright, design rights, databases, trade secrets, know-how, processes, business names, trade names, brand names, related applications and registrations, and all other legal rights anywhere in the world protecting such intangible property.
- (g) **"Receiving Party"** means as defined in Section 5.1.
- (h) **"Results"** means any and all material, information, formulae, scientific knowledge, inventions, techniques, data, methodology, know how, formulae, designs, prototypes and specifications resulting from or arising out of the Project.
- (i) **"Services"** means the scientific research and development services outlined in Schedule "A" of this Agreement.

All other capitalized terms not defined above are as defined in the body of this Agreement.

**1.2 Schedules.** This Agreement includes and incorporates the following Schedules:

## **ARTICLE 2 - SERVICES**

- 2.1** NSCC will provide Services for the Project as described in Schedule "A". NSCC will be responsible for the manner in which the Services are provided and any related work; for the methods employed in doing the same; and for all acts done in the performance of NSCC's obligations under this Agreement.
- 2.2** Collaborator will provide such services, funds, property or other deliverables as described in Schedule "A".
- 2.3** For the purposes of the Project, each Party grants to the other Party a non-exclusive, non-transferable, non-sublicensable, royalty free right to use its Background Intellectual Property for the sole purpose of the Services as contemplated by this Agreement for the term of this Agreement. Neither Party shall use the Background Intellectual Property of the other for any purpose other than the provision of the Services unless the parties enter into an agreement respecting such further use or purposes.

## **ARTICLE 3 - FEES**

- 3.1** Natural Sciences and Engineering Research Council of Canada ("**NSERC**") and NSCC have entered into an agreement the terms of which permit NSCC to provide the Services to MODA, with the fees associated with the provision of such Services to be funded by NSERC. In addition, MODA shall provide in kind contribution towards the project, amounting to approximately \$12,000 in salary annually.

## **ARTICLE 4 - INTELLECTUAL PROPERTY RIGHTS**

### **4.1 Intellectual Property Rights.**

(a) Each Party shall retain ownership of all of its Background Intellectual Property Rights;

(b) The Collaborator shall own all Foreground Intellectual Property that is invented, conceived, developed, discovered, first reduced to practice or otherwise created as a result of the collaboration pursuant to this Agreement;

(c) NSCC shall promptly disclose to the Collaborator any Foreground Intellectual Property that it reasonably believes has value that may be commercialized;

(d) Notwithstanding clause 4.01(b) the Collaborator grants NSCC (i) the ability to use the Foreground Intellectual Property for research purposes, (ii) a fully-paid royalty free license to use the Foreground Intellectual Property and any necessary Background Intellectual Property for future teaching and educational purposes, and (iii) the right for faculty and students to describe

the project on their curricula vitae, provided that such right shall at all times be subject to the provisions of Article 5 of this Agreement.

## ARTICLE 5 - CONFIDENTIAL INFORMATION

- 5.1 Disclosure of Confidential Information.** A party in receipt of Confidential Information (the "**Receiving Party**") shall not, for any purpose, use, reproduce or disclose Confidential Information, unless:
- (a) the party disclosing the Confidential Information (the "**Disclosing Party**") provides express written consent authorizing such use, reproduction or disclosure;
  - (b) the disclosure is made to employees, consultants or others within the employ or control of the Receiving Party provided such disclosure is necessary for the purpose of, or to effectively carry out, the Research;
  - (c) such use, publication, reproduction or disclosure is otherwise mandated or permitted by the terms and conditions of this Agreement; or
  - (d) such use, reproduction, publication or disclosure is otherwise required by law or other regulatory authority; provided that the Receiving Party gives prior notice of any such required disclosure so that the Disclosing Party may take any and all necessary action to protect its Confidential Information.
- 5.2 Return of Confidential Information.** Upon written request of the Disclosing Party, all Confidential Information in the possession or control of a Receiving Party shall be promptly returned or disposed of in the manner specified in the request.
- 5.3 Employees, etc.** Each party shall ensure that all persons in their respective employ or control who have access to any of the Confidential Information comply with the terms of this Article.
- 5.4 Term of Confidentiality Obligation.** The parties agree that the covenants contained in this Section will survive expiry or termination of this Agreement.
- 5.5 Publicity.** Neither Party will make any public announcement about this Agreement without the prior written consent of the other Party.
- 5.6 Acknowledgement.** Collaborator acknowledges that NSCC is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPOP") and that information in the possession of NSCC may be subject to access requests by third parties. Any actions taken by NSCC following an order made under FOIPOP to produce or disclose any record or information containing Confidential Information will not constitute a breach of this Agreement nor will it entitle the Disclosing Party to any compensation or other relief.
- 5.7 Publication.** Collaborator acknowledges that part of the mission of NSCC, as an educational institution, is the dissemination of knowledge and that employees of NSCC may use the knowledge acquired under this Agreement to further her/his academic career and NSCC

acknowledges that the Collaborator has business interests. For the term of this Agreement and for two (2) years after, all publications, oral or written, in any format, which relate to the Foreground Intellectual Property or Results, will be submitted to Collaborator, in writing, for prior review thirty (30) days in advance of the proposed publication, to ensure the confidentiality and intellectual property rights are protected. Collaborator will respond to the request for a review of publication within thirty (30) days of receipt of the request. Collaborator may request NSCC to delay a proposed publication for an additional sixty (60) days in order to protect the Foreground Intellectual Property or Collaborator provided Confidential Information. In the event that the Collaborator does not respond with the stated timeframe, NSCC and/or its employee(s), may publish the publication.

## **ARTICLE 6 - REPRESENTATIONS AND WARRANTIES**

- 6.1 Disclaimer.** NSCC makes no representations and extends no conditions or warranties of any kind, either express or implied, with respect to the Services, NSCC Background Intellectual Property, the Foreground Intellectual Property, Results, NSCC Confidential Information, or the Project. For greater certainty, but without limiting the foregoing, there are no express or implied warranties or conditions of merchantability or fitness for a particular purpose with respect to the Services, NSCC Background Intellectual Property, the Foreground Intellectual Property, Results, NSCC Confidential Information, or the Project, or that any use with respect to the Services, NSCC Background Intellectual Property, the Foreground Intellectual Property, Results, NSCC Confidential Information, or the Project will not infringe the intellectual property rights of others.

## **ARTICLE 7 - LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE**

- 7.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS AND GOODWILL.**
- 7.2** Collaborator shall indemnify, holds harmless and defend NSCC, including its officers, employees, faculty, students, invitees, and agents, from and against any and all claims (including all legal fees and expenses) arising out of the Collaborator's use of the Background Intellectual Property, Foreground Intellectual Property, Results, Confidential Information and other tangible and intangible material arising from the Project.
- 7.3** NSCC hereby indemnifies, holds harmless and defends Collaborator, including its directors, officers, shareholders, and employees from and against any and all claims (including all legal fees and expenses) arising out of NSCC's use of the Background Intellectual Property, Foreground Intellectual Property, Results, Confidential Information and other tangible and intangible material arising from the Project.
- 7.4** Each Party shall take out and keep in full force and effect, during the term of this Agreement and for two (2) years after, comprehensive general liability insurance in an appropriate amount for the risks each Party has in association with the Services and the Project under this Agreement.

## **ARTICLE 8 - TERM AND TERMINATION**

**8.1** This Agreement will commence on the Effective Date written above and will continue in accordance with the timeframe designated in Schedule "A" unless otherwise terminated in accordance with the terms of this Agreement.

**8.2** Either Party may terminate this Agreement upon two (2) months written notice to the other Party.

## **ARTICLE 9 - GENERAL**

**9.1 Governing Law.** This Agreement is governed by the laws of the Province of Nova Scotia and the federal laws of Canada as applicable herein.

**9.2 Amendments.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by the parties.

**9.3 Enurement.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal and personal representatives, successors and permitted assigns.

**9.4 Entire Agreement.** This Agreement constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter of this Agreement.

**9.5 Further Assurances.** Each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

**9.6 Waiver.** The waiver by either party of a breach of any provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

**9.7 No Agency.** The Parties do not constitute a partnership, joint venture or agency of any kind. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or take any action, which will be binding on the other Party, without the prior written consent of the other Party.

**9.8 Counterparts.** This Agreement may be executed in counterparts, by facsimile or email, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

**9.9 Dispute Resolution.** All disputes that cannot be settled by mutual agreement of the Parties shall be submitted by either Party to final and binding arbitration pursuant to the *Commercial Arbitration Act* (Nova Scotia), provided that there shall be a single arbitrator, unless the Parties cannot agree on a single arbitrator, in which case either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator. Any arbitration shall be conducted in the Halifax Regional Municipality, Nova Scotia, in the English language. The prevailing party shall be awarded its reasonable costs associated with the arbitration, including legal fees and other expenses.

Notwithstanding any provision of this Section 9.9, a Party shall be able to seek interim or injunctive relief before a court of competent jurisdiction for a breach or a threatened breach of any provision of this Agreement dealing with Confidential Information under Article 5 or Intellectual Property Rights under Article 4. For the purposes of the foregoing, each Party expressly attorns to the jurisdiction of the courts of the Province of Nova Scotia and waives any claim or defence of inconvenient forum.

**9.10 Notice.** All notices required by this Agreement shall be in writing and shall be delivered in person or by pre-paid courier or by fax.

Notices to NSCC shall be addressed to:

**Attn: Dr. Jeffrey Taylor**  
**Associate Vice President, Applied Research and Innovation**  
Nova Scotia Community College  
5685 Leeds Street  
Halifax, Nova Scotia B3K 2T3

Notices to the Collaborator shall be addressed to:

**Attn: Alain D. Muise, CPA, CA**  
**Chief Administrative Officer, Municipality of the District of Argyle**  
PO Box 10,  
Tusket, NS B0W 3M0

**IN WITNESS WHEREOF** the parties have duly executed this Agreement.

SIGNED, SEALED and DELIVERED in the presence of:

**NOVA SCOTIA COMMUNITY COLLEGE**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Authorized Representative of NSCC  
Name: Dr. Jeffery Taylor  
Title: Associate Vice-President,  
Applied Research and Innovation

**ACADIA UNIVERSITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Authorized Representative of Municipality of the  
District of Argyle  
Name: Alain D. Muise, CPA, CA  
Title: Chief Administrative Officer

## Schedule "A"

### SCOPE

The project will investigate water security challenges in rural and remote communities in South West Nova Scotia (SWNS). The Nova Scotia Community College (NSCC) in collaboration with the Emergency Management Organization (EMO) – Municipality of the District of Argyle, the Town of Shelburne, HMC Emergency Management Consulting Inc., and Acadia University (School of Engineering) will contribute their expertise and engage in a joint applied research initiative, leading to greater capacity for problem solving methodology and increased awareness. The project will therefore lead to communities' self-empowerment and recommendations to inform decision makers as they work on water literacy strategies.

### PROPOSAL

An active and sustainable knowledge dissemination process will be implemented. The approach will strengthen awareness of water literacy challenges in support of equity-centered capacity building. The following specific objectives will be addressed:

- Assess rural water stakeholders' water literacy (perceptions, concerns, knowledge, behaviors) in South West Nova Scotia (SWNS).
- Assess vulnerability to water shortages/barriers to addressing water insecurity.
- Strengthen the capacity of water literacy practitioners through educational support and resources.
- Develop a water literacy ladder for rural and remote communities in SWNS as well as approaches to move from awareness to action. This will include educational tools that could be applied at each ladder level.

### ACTIVITY SCHEDULE

The project runs from May 3, 2021 to June 14, 2023. The anticipated milestones are indicated below:

<b>Milestone</b>	<b>Description of activities</b>	<b>Start</b>	<b>End</b>
Pre-assessment and planning activities	Revisit the scope, plan activities, and define project requirements, human resource requirements, procurement requirements, performance measurement, and contingency plan.	May 3, 2021	May 14, 2021
Prepare survey/interview materials and obtain ethics approval (as required)	Surveys: question development/piloting, determine appropriate sample size/approach, how to maximize survey response rate. Obtain authorization to conduct research involving humans - NSCC Review Ethics Board.	May 14, 2021	July. 26, 2021



Technical data collection	Deploy water level monitoring systems as required on pilot wells. Install and function-test NSCC's current solution of water ultrafiltration system adjacent to an observation well.	June 15, 2021	June 15, 2022
Rural water stakeholders' water literacy assessment	Conduct survey campaigns and focus groups to collect data on perceptions, concerns, knowledge, and behaviors. Perform data transcription using a contextualized approach.	July 26, 2021	June 15, 2022
Data consolidation and analysis	Analyze data with the goal to improve understanding of the relationship between water perceptions and water insecurity risks / vulnerabilities in the region.	Feb 14, 2022	Sept 30, 2022
Water literacy ladder development for RRM communities	This will be done collaboratively with the partner and will include approaches to move from awareness to action.	Aug 15, 2022	Feb 14, 2023
Reporting and project closure	Ensure that there are no outstanding items remaining from the Statement of Work, identify a release plan for the project deliverables, and initiate a communication plan to inform stakeholders of the closure.	Feb 14, 2023	May 31, 2023

## WORK REQUIREMENTS

The following is a list of some requirements, which will result in the successful completion of the project:

- The research team will need supervised access to project-related assets (if any) from the Municipality of the District of Argyle throughout the project.
- The research team will require relevant documentation from the Municipality of the District of Argyle to be able to conduct the study as described in the proposal.
- The research team will require guidance from the Municipality of the District of Argyle in selecting pilot wells for monitoring seasonal effects or longer-term climate change effects on ground-water level in the area.
- The research team and the Municipality of the District of Argyle team will meet on a monthly basis beginning in June 2021 to ensure open communication and effective collaboration.

## DELIVERABLE

The following outcomes will be expected:

- The research team is more aware of water stakeholders' water literacy in SWNS and wider water-related systemic problems.
- The research team is more aware of rural and remote communities' vulnerability to water shortages/barriers to addressing water insecurity.
- The Municipality of the District of Argyle gains a better understanding of water security challenges, as well as realistic opportunities and route to change.
- The Municipality of the District of Argyle gains a better understanding of how to appropriately support rural and remote communities.
- Tools/resources/programs/materials to continue involving students in real-world, local water security and literacy issues are developed.

### **FEES**

Natural Sciences and Engineering Research Council of Canada (“*NSERC*”) and NSCC have entered into an agreement the terms of which permit NSCC to provide the Services to MODA, with the fees associated with the provision of such Services to be funded by NSERC. In addition, approximately \$12,000 in in-kind salary shall be provided by MODA annually.