

Project Reference No. ●

Project Title: ●

RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement dated as of the ● day of ●, 20●●, and made among
<insert legal name of Company> (“**Company**”)

and

<university/college/research institute> (the “**Research Partner**”)

and

SPONSOR (“**SPONSOR**”),

individually the “Party” and collectively, the “Parties”,

WITNESSES WHEREAS SPONSOR is an arm’s-length, not-for-profit corporation, foundation or government agency with a mandate to . . . in collaboration with post-secondary educational institutions (including research institutes and research hospitals), industry, and other private and public sector partners;

AND WHEREAS the Research Partner is a post-secondary educational institution which undertakes research and educates and trains highly qualified people;

AND WHEREAS <Company > is a legal entity that wishes to collaborate with SPONSOR and the Research Partner in a collaborative project;

THEREFORE, recognizing the foregoing recitals and in consideration of the mutual promises set forth in this agreement, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule “C”.
2. **General Terms.** The general terms that apply to and form part of this Agreement are attached as Schedule “D”.
3. **Project.** The Project shall be performed in accordance with this Agreement, including the Schedules attached hereto.
4. **Term.** The term of this Agreement (the “**Term**”) shall commence on ● (the “**Commencement Date**”) and continue until the date on which the Project, as described in Schedule “F” (i.e., the Project Description), is complete.
5. **Project Leader.** The principal investigator for the Project shall be ●, an employee of Research Partner working in Research Partner’s Department of ● (the “**Project Leader**”). If the Project Leader is unable to complete the Project for any reason and the Parties cannot agree on a suitable replacement, any one of the Parties may terminate the Project by giving the other Parties written notice thereof, subject to Section 4 of Schedule “D”. The Research Partner warrants and represents that the Project Leader named above is duly authorized by Research Partner to manage and otherwise participate in the Project on behalf of Research Partner and to supervise the Research Participants identified in Schedule “H” as they participate in the Project.
6. **Project Leader and Research Participant Agreements.** The Research Partner shall comply with, and shall ensure that the Project Leader shall sign (prior to, or as soon as

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possible after the date of execution of this Agreement) and comply with the Project Leader Agreement attached as Schedule “G”, and that the Project Leader shall ensure that each Research Participant signs (prior to such Research Participant’s involvement in the Project) and complies with the Research Participant Agreement attached as Schedule “H”.

7. **Contributions.** All Contributions to be provided by SPONSOR hereunder, and all other obligations of SPONSOR hereunder, are conditional upon the achievement, as determined by SPONSOR, of all Milestones that have a corresponding Completion Date listed in Schedule “B” that is on or before the date such payment is to be made, or such obligation is to be performed, by SPONSOR. All Contributions to be made by SPONSOR and all other obligations of SPONSOR hereunder may be suspended, terminated or revoked, in whole or in part, at any time by SPONSOR giving written notice to the other Parties, where SPONSOR determines, in its sole and unfettered discretion, that:

- a. the Project will not be completed on schedule and on budget, or
- b. interim results are unsatisfactory and demonstrate low likelihood of achieving anticipated outcomes, or
- c. one or more key Milestones cannot be met within the term of the Project, or
- d. Foreground Intellectual Property will not be implemented in a manner that is consistent with SPONSOR’s mandate, or
- e. the conclusion reached by SPONSOR through a Project review process organized by SPONSOR is that the overall goals of the Project will likely not be met, or
- f. a Company has defaulted on its obligation to pay any Contribution at the time and in the manner required under this Agreement and such Company has not remedied such default.

Subject to the above and to Section 11 of Schedule “A”, and Sections 3 and 4 of Schedule “D”, SPONSOR and Company shall make the following Contributions toward the cost of the Project (as more specifically set out in Schedule “A”):

Confirmed Contributions		Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Total Cash	Total In-Kind
Contributor and Type of Contribution						
SPONSOR	Cash	\$ value	\$ value	\$ value	\$ value	\$ value
<Company >	Cash	\$ value	\$ value	\$ value	\$ value	\$ value
<Company >	In-Kind	\$ value	\$ value	\$ value	\$ value	\$ value
Total contributions by Fiscal Year		\$ value	\$ value	\$ value	\$ value	\$ value

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The following contributions to the Project have been proposed by organizations not party to this Agreement and shall be collected by the Research Partner for use in the Project subject to and in accordance with the terms of separate agreements to be entered into by between the respective Contributors and the Research Partner, as acknowledged in Schedule F: Project Description:

Non-Party Contributions	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Total Cash	Total In-Kind
Contributor and Type of Contribution					
<Contributor 1> Cash	\$ value	\$ value	\$ value	\$ value	\$ value
<Contributor 1> In-Kind	\$ value	\$ value	\$ value	\$ value	\$ value
Total non-Party contributions by Fiscal Year	\$ value	\$ value	\$ value	\$ value	\$ value

The provisions of Schedule “A” of this Agreement apply in respect of the Contributions.

8. **Ownership of Intellectual Property.** Ownership of Foreground Intellectual Property shall be determined in accordance with Schedule “E”.
9. **Commercialization of Intellectual Property.** The Commercialization Facilitator shall be < ● >.

The Commercialization Facilitator shall be responsible for facilitating the Commercialization of Foreground Intellectual Property in accordance with this clause and the terms set out in Schedule “E”. The Commercialization Facilitator shall make commercially reasonable efforts such that the Commercialization takes place in a timely and efficient way.

The Parties shall use commercially reasonable efforts to adhere to timelines established by the Commercialization Facilitator for the Commercialization.

Out-of-pocket costs to be incurred in connection with obtaining and preserving patent or other intellectual property rights in the Foreground Intellectual Property, including filing fees, consultant or legal fees or out-of-pocket legal fees or disbursements shall be the responsibility of the IP Owner or, under the terms of a license agreement, a licensee.

10. **Intellectual Property License.** Subject to any Pre-existing Rights, and provided that the applicable Company is in compliance with the provisions of this Agreement, including timely remittance and performance of its Cash and In-Kind Contributions, the IP Owners hereby grant, and the Research Partner shall cause the IP Owners to grant, in favour of each Company:
 - a. a non-exclusive, royalty free, perpetual (subject to the last paragraph of this Section 10), right to use, copy and modify the Foreground Intellectual Property for its own internal research purposes, and
 - b. the option to enter into negotiations with the IP Owner, before anyone other than another Company hereunder may enter into such negotiations with the IP Owner

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for a license to commercially exploit the IP Owners' rights in the Foreground Intellectual Property.

The terms of such license, including compensation, shall be reasonable in the circumstances and will be negotiated in good faith and shall take into account the contributions the Parties have made to the Project, the nature of the Foreground Intellectual Property being licensed, industry norms, and any written agreement between that Company and the IP Owners with respect to such Foreground Intellectual Property, as applicable. In the event Company does not exercise the option to apply for a commercial license within the foregoing timelines, the option to apply for a commercial license shall revert to the IP Owner(s) and the IP Owner(s) shall be able to offer the option to third parties.

Notwithstanding the foregoing, the Research Partner shall retain a non-exclusive, royalty-free, worldwide perpetual right to use the Foreground Intellectual Property for academic research and educational purposes.

The rights of a Company under this Section 10 with respect to the Foreground Intellectual Property shall be suspended during any period in which that Company is not in compliance with any of its material obligations under this Agreement which include, without limitation, timely remittance and performance of its Cash Contributions and In-Kind Contributions in accordance with this Agreement.

11. **Reviews and Reporting.**

- a. The Company and SPONSOR shall cause their representatives to meet with the Project Leader once every year or more frequently as required by SPONSOR to discuss the Project and to cooperate with, and participate in, a Project review process to be specified by, and administered by, SPONSOR from time to time.
- b. The Research Partner, Company, Project Leader and Research Participants shall provide to SPONSOR such reports with respect to the Project, its status, progress and projections, as required by SPONSOR, in such form and content and at such times as specified by SPONSOR in writing from time to time including, without limitation, a final report after Project completion and any other follow-up reporting reasonably required by SPONSOR after Project completion.

12. **Schedules.** The following schedules are attached to and form a part of this Agreement:

Schedule "A"	Contributions and Eligible Expenses
Schedule "B"	Milestones
Schedule "C"	Definitions
Schedule "D"	General Terms
Schedule "E"	Intellectual Property and Commercialization
Schedule "F"	Project Description, including project budget and acknowledgement of Background Intellectual Property and Pre-Existing Rights, if applicable
Schedule "G"	Project Leader Agreement
Schedule "H"	Research Participant Agreement

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IN WITNESS whereof each Party has caused their duly authorized signatories to execute this Agreement as of the date indicated below.

For the Research Partner:

By: _____

Date: _____

Name:

Title:

For <Company>:

By: _____

Date: _____

Name:

Title:

For SPONSOR:

By: _____

Date: _____

Name:

Title:

I have the authority to bind the corporation.

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SCHEDULE “A”: CONTRIBUTIONS AND ELIGIBLE EXPENSES

1. The Cash Contributions of the Company shall be paid by the Company to the Research Partner against invoice(s) provided by the Research Partner

Date	Instalment Amount	Total

2. In-Kind Contributions will be valued by the Party making such Contribution at Fair Market Value, and such Party hereby warrants and represents that all of its In-Kind Contributions have been valued as such for all purposes of this Agreement.

Where an In-Kind Contribution is the performance of a service, the Company shall perform that service using reasonably skilled and experienced personnel in a professional and safe manner at all times.

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SCHEDULE “B”: PROJECT MILESTONES

Milestone		Completion Date	Anticipated Outcome
1	<Describe Milestone 1>		<Describe Anticipated Outcome>
2	<Describe Milestone 2>		<Describe Anticipated Outcome>
3	<Describe Milestone 3>		<Describe Anticipated Outcome>
4	<Describe Milestone 4>		<Describe Anticipated Outcome>
5	<Describe Milestone 5>		<Describe Anticipated Outcome>
6	<Describe Milestone 6>		<Describe Anticipated Outcome>
7	<Describe Milestone 7>		<Describe Anticipated Outcome>

SCHEDULE “C”: DEFINITIONS

In this Agreement:

“**Agreement**” means the Research Collaboration Agreement to which this Schedule is attached and includes all schedules attached thereto by written agreement of the Parties including, without limitation, the Schedules listed in Section 12 of the main body of this Agreement, which Schedules form an integral part of this Agreement.

“**Background Intellectual Property**” means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by a Party, the Project Leader or a Research Participant prior to the Commencement Date or brought to the Project by a Party, the Project Leader or a Research Participant that was not developed or conceived in the course of carrying out this Project, including, without limitation, any Background Intellectual Property identified by a Party that is described or referenced in Schedule “F”.

“**Cash Contribution**” refers to a direct payment to the Research Partner, for the sole purpose of the Project.

“**Claimant**” has the meaning given to this term in Section 17 of Schedule “D”.

“**Company**” has the meaning given to this term on the first page of the main body of this Agreement.

“**Commercialization**” means transferring or licensing Intellectual Property rights by legal means to a Company as defined herein or to a person or organization in a circumstance agreed by SPONSOR, the Commercialization Facilitator and the IP Owner(s).

“**Commencement Date**” has the meaning given to this term in Section 4 of the main body of this Agreement.

“**Commercialization Facilitator**” means the Party to this Agreement that is named in Section 9 of this Agreement and appointed by consent of the Parties as “best able to facilitate commercialization” of Foreground IP based on the following criteria: (i) motivation; (ii) demonstrated capability; (iii) timeliness; and (iv) workload and current capacity.

“**Confidential Information**” means the confidential business or technical information of a Party that is identified in writing by that Party at the time of its disclosure or identified orally as such by that Party at the time of its disclosure and minuted and confirmed in writing within two weeks of the oral identification.

“**Contribution**” means Cash Contribution and In-kind Contribution.

“**Deliverables**” and “**Deliverable**” mean the services, goods, rights and intellectual property to be provided to a Company under or as a result of the Project..

“**Dispute**” has the meaning given to this term in Section 17 of Schedule “D”.

“**Eligible Expenses**” means the Research Partner’s, the Project Leader’s and the Research Participants’ expenses that are eligible for reimbursement through payment to Research Partner of Contribution, as specified in the application form for the Project.

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“Fair Market Value” means the fair market value that an unrelated arm’s-length party would have paid for an In-Kind Contribution as of the date such Contribution is made to the Project.

“Foreground Intellectual Property” means any and all Intellectual Property that is conceived, developed, reduced to practice or otherwise made by the Research Partner, Project Leader or Research Participants as part of the Project, including improvements and enhancements to Background Intellectual Property.

“In-Kind Contribution” means an indirect cash contribution or a non-monetary contribution that reduces the cash requirement of the Project. The value of each In-Kind Contribution to the Project is assessed at Fair Market Value.

“Intellectual Property” means trade-marks, service marks, certification marks, official marks, trade names, trade dress, distinguishing guises and other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill; inventions, processes, articles of manufacture, compositions of matter, business methods, formulæ, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how; software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration and whether or not registrable; domain names, whether registered primary domain names or secondary or other higher level domain names; industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and trade secrets, technical expertise, and research data and other confidential information.

“Invention Disclosure” means the Research Partner’s form to be completed by Inventor(s) on the creation of the Intellectual Property.

“Inventor” means the originator or author of Intellectual Property.

“IP Owner” has the meaning given to this term in Section 1 of Schedule “E” of this Agreement.

“Milestones” means the objectives to be achieved during the course of, and upon completion of, the Project, which are set out in Schedule “B”.

“Notice of Dispute” has the meaning given to this term in Section 17 of Schedule “D”.

“SPONSOR” has the meaning given to this term on page 1 of the main body of this Agreement.

“Pre-existing Rights” means any third party claim for ownership or other pre-existing rights that would interfere with the Commercialization of the Foreground Intellectual Property which has been identified by a Party in Schedule “F”.

“Project” means the project or initiative described in Schedule “F”, as Schedule “F” may be amended from time to time by written agreement of the Parties hereto.

“Project Amendment” has the meaning given to this term in Section 13 of Schedule “D”.

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“Project Leader” means the individual specified as such in Section 5 of the main body of this Agreement.

“Requesting Party” has the meaning given to this term in Section 7 of Schedule “E” to this Agreement.

“Research Collaboration Agreement” refers specifically to this Agreement, including all the Schedules that form part of this Agreement.

“Research Participant” means any of the Research Partner’s faculty, staff, visiting scientists and/or students (whether paid or unpaid) who are authorized by the Research Partner to participate in the Project under the direction of the Project Leader and who have signed Schedule “H”: Research Participant Agreement.

“Research Partner” has the meaning given to this term on page 1 of the main body of this Agreement.

“Respondent” has the meaning given to this term in Section 17 of Schedule “D”.

“Start Date” has the meaning given to this term in Section 17 of Schedule “D”.

“Term” has the meaning given to this term in Section 4 of the main body of this Agreement.

SCHEDULE “D”: GENERAL TERMS

1. **Indemnity.** Each Party will severally indemnify and save harmless all other Parties including their respective officers, directors, employees, agents and students from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries (including death) to persons or property caused by the breach, wilful or negligent act or omission of the indemnifying Party and its officers, directors, employees and agents during the performance or arising out of this Agreement.

2. **Limitation of Liability.** In no event will any Party be liable to the other Parties for loss of business or profit or for any special, indirect, punitive or consequential loss or damage, regardless of whether such loss or damage arises under contract, tort, or based upon strict liability or other theory of law or equity, where such loss or damage arose in connection with the Project. In no case shall the liability of SPONSOR to the other Parties exceed the amount of Contribution theretofore contributed and paid by SPONSOR with respect to the Project. SPONSOR shall not be liable in any respect for the selection, performance or delivery of any Deliverables or In-Kind Contributions and shall bear no liability or obligations in respect of the procurement of Deliverables or In-Kind Contributions. Except as expressly provided herein, SPONSOR or Research Partner, including their respective fellows, directors, trustees, officers, employees and agents, make no representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, express or implied, including, without limitation, the mercantability or fitness for a particular purpose of any research results or intellectual property; and except as expressly provided herein, SPONSOR or Research Partner assume no responsibility whatsoever with respect to design, development, manufacture, use, sale or other disposition of research results or intellectual property by any Company.

3. **Term and Termination.** This Agreement commences on the Commencement Date and will continue until the end of the Term unless earlier terminated under any one of the following circumstances:
 - a. **SPONSOR Termination for Insufficient Funds.** SPONSOR may terminate this Agreement immediately at any time during the Term (or any renewal thereof) in the event that SPONSOR terminated, suspended or revoked its obligations to pay any Contribution under Section 11 of Schedule “A” of this Agreement. In such instance SPONSOR will meet its obligation to pay for already incurred expenses or outstanding instalments if it determines, in its sole discretion, that it has sufficient funds to do so, but will be released from all of its other obligations hereunder and will not be liable to any Parties for any damages arising therefrom. Upon such a termination, all Parties shall be released from their obligations under this Agreement except those obligations that survive pursuant to Section 4 below, and will not be liable to other Parties for any damages arising from such released obligations.

 - b. **SPONSOR Termination for Unsatisfactory Progress.** SPONSOR may terminate this Agreement immediately at any time during the Term (or any

renewal thereof) in the event that SPONSOR has suspended, terminated or revoked the remaining Contributions to be made by it pursuant to Section 7.a, b, c, d or e of the main body of this Agreement. In such instance SPONSOR will meet its obligation to pay for already incurred expenses or outstanding instalments if it determines, in its sole discretion, that it has sufficient funds to do so, but will be released from all of its other obligations hereunder and will not be liable to any Parties for any damages arising therefrom. Upon such a termination, all Parties shall be released from their obligations under this Agreement except those obligations that survive pursuant to Section 4 below, and will not be liable to other Parties for any damages arising from such released obligations.

- c. **Mutual Termination.** This Agreement may be terminated at any time with the written agreement of all Parties, with such agreement to provide for distribution of rights and obligations between the Parties. Consent to such written agreement shall not be unreasonably withheld.
 - d. **Default by Company.** This Agreement may be terminated at any time by any Party giving written notice to the other Parties in the event of the bankruptcy or insolvency of any other Party if any other Party fails to fulfill its obligation to make an agreed Cash or In-Kind Contribution to the Project when due or breaches any other material obligation on its part under this Agreement and fails to remedy any such default within thirty (30) days after its receipt of written notice of such default from SPONSOR or the Research Partner.
4. **Obligations upon Termination.** In the event of a termination of this Agreement, the Parties will, in accordance with their respective commitments in the Agreement, reimburse the other Parties for properly incurred expenses and non-cancelable commitments incurred prior to the earlier of (a) the date of termination and (b) the date that SPONSOR suspended, terminated or revoked its obligations hereunder, in whole or in part, under Section 7 of the main body of this Agreement, if applicable, such reimbursement obligation shall be subject, in the case of SPONSOR, to Sections 3.a and 3.b of this Schedule “D” and to Section 11 of Schedule “A”. Notwithstanding the termination or expiry of this Agreement, Section 10 of the main body of this Agreement, Sections 8, 9 and 13 of Schedule “A”, Sections 1 and 2 and 4 through 18 of this Schedule “D”, and the provisions of Schedule “E”: Intellectual Property and Commercialization shall survive.
5. **Confidentiality.**
- a. A Party may disclose Confidential Information to other Parties to facilitate work under this Agreement. Each Party agrees that such information will be safeguarded and only disclosed to persons with a need to know it within the receiving Party. All Parties will take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties not bound by relevant nondisclosure agreements.

- b. The obligation to keep Confidential Information confidential will not apply to information which:
 - i. is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it is already known;
 - ii. is or becomes part of public domain without material breach of this Agreement by the Party seeking to rely on this exclusion;
 - iii. is obtained from third parties which impose no related confidentiality obligations on the disclosing Party;
 - iv. is authorized for release by the disclosing Party;
 - v. is demonstrated to have been developed independently of the Confidential Information received from the disclosing Party; or
 - vi. is required to be disclosed by law or order of a court, governmental tribunal or governmental agency.
 - c. Except as may be otherwise specified in this Agreement, no Party will use another Party's Confidential Information for any purpose except that for which it was initially provided to the Party.
 - d. Each Party accepts and agrees that these obligations of confidentiality will continue from the time of disclosure until such Confidential Information becomes part of the public domain. Upon completion or termination of this Agreement, each Party that has received Confidential Information or material during the course of the Agreement will, upon written request, forthwith return such Confidential Information and material to its discloser and will not retain copies or transcripts thereof for any purpose whatsoever. Notwithstanding the foregoing, one copy may be retained for legal purposes.
 - e. All obligations of confidentiality herein shall survive for five (5) years after the expiration of termination of this Agreement.
6. **Non Waiver.** Except as otherwise expressly provided herein, the failure of any Party to exercise its rights herein upon the occurrence of any breach by any other Party of its obligations will not in any event constitute a waiver of such rights.
7. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by any Party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld, provided that a Party hereto may assign all of its rights and obligations hereunder to a purchaser of all or substantially all of its assets without the other Parties' consent. This Agreement and everything herein

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contained will inure to the benefit of and be binding upon each of the Parties hereto and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.

8. **Relationship.** The Parties' relationship under this Agreement is one of independent contractors and the Parties are not, will not be considered to be, and will not represent themselves to be, joint venturers, partners or agents of each other and will have no power to bind or obligate each other except as set forth in this Agreement. The Parties mutually covenant and agree that they will not, in any way, incur any contractual or other obligation in the name of other Parties, nor will they have liability for any debts incurred by other Parties.

9. **Notice.** All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or fax to the respective addresses of the Parties as follows:
 - i. to **SPONSOR**:
Attention:
Telephone:
Fax:

 - ii. to **<Company >**:
(name/address of Company)
Attention:
Telephone:
Fax:

 - iii. to **Research Partner**:
(name/address of Research Partner)
Attention:
Telephone:
Fax:

Any notice given by registered mail shall be deemed to have been received by the parties to whom the same is addressed on the fifth (5th) business day following the day upon which such notice has been deposited in a post office with postage and cost of registration prepaid. Any notice given by hand or by fax shall be deemed to have been received by the parties to whom such notice is so delivered on the following business day.

10. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersedes all prior

agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided herein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements, whether direct or indirect, collateral, express or implied made between the Parties concerning this Agreement, the subject matter hereof or any other matter embodied herein. In the event of a conflict between the provisions of any previous agreement between any of the Parties and the provisions of this Agreement, the provisions of this Agreement will prevail to the extent of such conflict.

12. **Changes to Agreement.** Except for any extension of the Term of this Agreement under Section 4 of the main body of this Agreement, no supplement, change, amendment, modification or waiver of this Agreement, or any part thereof, including without limitation the Schedules attached hereto, will be binding unless it is set out in a written agreement of the Parties (a “**Project Amendment**”). Subject to the foregoing sentence, if any Party is of the reasonable opinion that Schedule “F” should be revised to achieve the expected, or more beneficial, Project outcomes, that Party may propose a corresponding change to this Agreement and the other Parties will act in good faith to consider entering into a Project Amendment to reflect such proposal.
13. **Communications.**
 - a. Nothing in this Agreement will be construed as conferring a right to use, in advertising, publicity, promotional or sales literature, or otherwise, by any of the Parties, any of the other Parties’ names, either collectively or individually, or any adaptation of their respective trademarks, without the prior written consent of the Party whose name, trademark or business name is sought to be used. The Research Partner retains the right to publish its audited financial statements and Curriculum Vitae of the Project Leader and Research Participants.
14. **Force Majeure.** In the event that any Party is prevented or delayed from fulfilling any of its obligations herein by Acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be so excused.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. For all purposes of this Agreement and all other documents contemplated hereby, the signature of any Party, evidenced by a telecopy showing such signature or other electronically transmitted version of such signature (including by way of PDF), shall constitute conclusive proof for all purposes of the signature of such Party to such document, to the same extent and in all respects as a copy of such document showing the original signature of such Party. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

16. **Dispute Resolution.** Any dispute or disagreement (“**Dispute**”) between the Parties arising out of or relating to the validity, construction, meaning or performance of the terms of this Agreement or the resulting rights and liabilities of the Parties, whether arising during the term of this Agreement or at any time after its expiration or termination, shall be resolved in accordance with the steps set out below. In order to trigger the dispute resolution process, a written notice of dispute (“**Notice of Dispute**”) setting out the nature of the Dispute and the relief requested must be delivered by the disputing party (the “**Claimant**”) to the other affected Parties (collectively, the “**Respondent**”) via the facsimile number or e-mail address provided in the Notice section of this Agreement. The date on which the Notice of Dispute is sent shall constitute the Starting Date (“**Start Date**”) of the dispute resolution process.
- a. **Between the Parties.** The Parties shall have up to 10 days from the Start Date to resolve between themselves in a fair and reasonable manner the Dispute described in the Notice of Dispute.
 - b. **Arbitration.** In the event that the Parties are unable to resolve the Dispute between themselves within the time prescribed in Section 17.a, and the Claimant wishes to continue the Dispute, the Parties shall participate in arbitration presided by a single arbitrator, which arbitration shall take place in the City of [**Name of City**]. The The Claimant shall deliver to the Respondent within 30 days from the Start Date the names and fee schedules of 3 arbitrators it suggests for presiding over the arbitration. Each Respondent may elect to:
 - i. select 1 arbitrator from the 3 names provided, and notify the Claimant and all other Respondents in writing of its choice no later than 40 days from the Commencement Date; or
 - ii. refuse the 3 arbitrators proposed by the Claimant, and provide the Claimant and any other Respondents with the names and fee schedules of 3 arbitrators no later than 45 days from the Start Date.

The Parties shall agree upon a procedural plan for the arbitration within 10 days of the selection or appointment of an arbitrator. If the Parties are unable to agree upon a procedural plan within the time prescribed, any Party to the Dispute may apply to have one ordered by the arbitrator. The arbitrator shall be empowered to determine all questions of law and fact and may grant interim and injunctive relief. The prevailing party shall be entitled as part of the arbitration award to its costs, including professional fees and disbursements, incurred at all stages in the dispute resolution process either in pursuing or opposing the Dispute. The decision of the arbitrator shall be final and not subject to appeal.

17. **Record Keeping and Audits.** Research Partner shall account for the Contributions and their use and shall keep good and valid records of such accounts at all times.

SCHEDULE “E”: INTELLECTUAL PROPERTY AND COMMERCIALIZATION

1. Each Party acknowledges that during the course of the Project, Foreground Intellectual Property may be developed. Subject to any Pre-existing Rights, such Foreground Intellectual Property shall be owned by the Party whose personnel (whether paid or unpaid) or students conceived or created it (the “**IP Owners**”). Where personnel (whether paid or unpaid) or students of two or more Parties jointly conceive or create the Foreground Intellectual Property, it shall be jointly owned by the Parties whose personnel or students conceived or created it. To the extent Foreground Intellectual Property is created by Research Participants, as between the Research Partners and Research Participants, the intellectual property policies of the Research Partner shall dictate who owns such Intellectual Property. Notwithstanding anything else in this Agreement, should any dispute arise between Parties as to their respective ownership or co-ownership of Foreground Intellectual Property, such matter shall be dealt with in accordance with Schedule “D”, Section 17.
2. Each Company and Research Partner (or Project Leader, depending on the internal policies of the Research Partner) hereby grants a royalty-free, non-exclusive license to each other Party to use, copy and modify its Background Intellectual Property solely as necessary for such other Party to fulfill its obligations in respect of the Project under and in accordance with this Agreement. Subject to the foregoing sentence, each Party acknowledges each other Party’s exclusive right, title and interest (including Intellectual Property rights) in and to such other Party’s Background Intellectual Property and will not at any time do, or cause to be done, any act or thing impairing such rights. Each Party agrees that each such other Party’s Background Intellectual Property shall remain the exclusive property of such other Party and that, except as specifically provided in this Agreement, such Party will not acquire any rights or interest in such other Party’s Background Intellectual Property.
3. Promptly after the creation of Foreground Intellectual Property the Inventor(s) will complete and submit to the Research Partner an Invention Disclosure form. The Research Partner shall provide a copy of the Invention Disclosure form in confidence to the Parties.
4. The Commercialization Facilitator shall be entitled to recover its Costs from any gross proceeds of Commercialization.
5. The Commercialization Facilitator may be changed by agreement of the Research Partner and SPONSOR.
6. Each Party (a “**Requesting Party**”) shall give written notice to the Commercialization Facilitator at least thirty (30) business days in advance of any public disclosure to be made by it or, in the case of the Research Partner, by a Research Participant, of research or development results, data or technical information relating to or including Intellectual Property (including any public defense of a thesis that contains relevant information or submission of the thesis or research results to external reviewers or anyone else outside of

the Research Partner) and the Commercialization Facilitator shall forthwith provide a draft copy of such intended publication or disclosure to the Parties for their review and comments. Upon a Party's written request received within twenty (20) business days of that Party's receipt of such draft copy, the Requesting Party and Research Partner shall, and the Research Partner shall cause the Research Participants to, delete any Confidential Information provided by that Party from the manuscript or proposed disclosure. For clarity, no data, research results, or methods developed by the Project Leader or Research Participants under the Project shall be considered Confidential Information. If the Commercialization Facilitator wishes, or a party wishes to cause the Commercialization Facilitator to file for protection of Intellectual Property, the publication or disclosure shall be delayed for a further period of seventy (70) days from the receipt of such written request or such longer period as may be agreed by the Parties, acting reasonably, to enable the Commercialization Facilitator to secure adequate protection of Intellectual Property that would otherwise be affected by said publication or disclosure. After the expiration of the twenty (20) or ninety (90) day, as requested, review period, the Research Partner shall be entitled to proceed with the publication without further notice to the Commercialization Facilitator. Subject to the foregoing, the Parties and the Research Participants may publish and disclose Intellectual Property and research results arising from the performance of the Project and shall cause all such publications to comply with Section 14 of Schedule "D".

7. Provided Company has exercised its option to negotiate a license of the IP Owner's rights in the Foreground Intellectual Property, Company may direct the Commercialization Facilitator to request a publication delay as described in Section 7 above and/or Section 9 below, so that intellectual property protection of Foreground Intellectual Property that would otherwise be prevented by a publication may be secured.
8. This Agreement shall not impose restrictions on the content or handling, for academic purposes, of a thesis or dissertation of a Research Participant in the Project. The Commercialization Facilitator may request, by written notice to the Research Partner, that the Participant delay publication or public disclosure of a thesis or dissertation for a period not to exceed six (6) months from the date of intended publication or disclosure, only if such publication or disclosure would prevent protection or Commercialization of any Intellectual Property. The Commercialization Facilitator may also request that a thesis or dissertation defence be held *in camera* and that the members of the thesis or dissertation examination board, including the external examiner(s), be required to sign a non-disclosure agreement. The Parties acknowledge that, except as otherwise provided by this Agreement, this Agreement does not obligate the Research Participant to delay publication or disclosure of a thesis.
9. The Commercialization Facilitator shall not be liable for and shall be indemnified by the Research Partner and IP Owners from any liabilities or claims which it may suffer or incur as a result of or arising from disputes between the Research Partner and the IP Owners relating to the issue of inventorship or ownership of the Intellectual Property.

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SCHEDULE “F”: PROJECT DESCRIPTION

1. The Project is described by the following:

a. SPONSOR Research Proposal Form signed by the Research Partner and Company (attached)

b. Background Intellectual Property identified by a Party prior to the start of the Project:

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c. Pre-existing Rights identified by a Party prior to the start of the Project:

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2. The Project proposal and Project budget are attached to and form part of this Schedule “F”.

SCHEDULE “G”: PROJECT LEADER AGREEMENT

WHEREAS SPONSOR, the Research Partner and Company are parties to a Research Collaboration Agreement to which this Project Leader Agreement is appended, under which SPONSOR and Company will provide Cash and In-Kind Contributions to the Research Partner to carry out the Project, of which I am the Project Leader;

AND WHEREAS I will be responsible for carrying out the Project, which may result in the creation of Foreground Intellectual Property and other valuable outcomes;

AND WHEREAS SPONSOR’s mandate includes ensuring that appropriate benefits are realized to justify SPONSOR’s investment in research;

NOW THEREFORE, in consideration of information and facilities made available to me in connection with my work in relation to the Project and other valuable consideration, I agree with SPONSOR, the Research Partner and the Company that:

1. **Defined Terms.** All terms denoted with initial capital letters and not defined herein shall have the meanings ascribed to those terms in the Research Collaboration Agreement to which this Agreement is appended.
2. **Project.** I shall conduct the research for the Project described in Schedule “F” to the Research Collaboration Agreement. I acknowledge and agree that I shall be responsible for carrying out the Project on time and within the relevant budget. In instances where the research materially diverges from the original plan I shall inform SPONSOR and the Research Partner promptly.
3. **Obligations of Project Leader.** I undertake to act in a manner consistent with the Research Partner’s obligations to SPONSOR and Company under the terms of the Research Collaboration Agreement, including those obligations contained in Schedule “E”: Intellectual Property and Commercialization and shall ensure that all Research Participants sign the Research Participant Agreement, prior to commencing work on the Project.
4. **Financial Obligations and Reporting.**
 - a. I will submit expense claims to the Research Partner every 90 days, or more frequently as required by the Research Partner, for Project expenses which (i) have been properly incurred during the previous reporting period; and (ii) do not exceed the amount provided in the Project budget for the relevant reporting period.
 - b. I will promptly notify both the Commercialization Facilitator and SPONSOR of any significant changes I may wish to have made to the Project including, without limitation:

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- i. the contracted Cash Contributions or In-Kind Contributions as specified in the Research Collaboration Agreement;
 - ii. the Project Leader or Research Participants;
 - iii. the Project milestones and deliverables as described in Schedule “F”; and
 - iv. the Project budget, as noted in Section 4(a) above.
 - c. I will submit a final expense claim to the Research Partner within 30 days after the expiry of the Term (subject to any renewal thereof by SPONSOR) specified in Section 4 of the Research Collaboration Agreement.
5. **Confidential Information.** In accordance with Section 5 of Schedule “D” I will keep confidential all of the Confidential Information that I may receive.
 6. **Reports.** I will provide interim reports on progress as required by SPONSOR and will also provide a final report on the Project to SPONSOR and Company within sixty (60) days from the completion of the Project.
 7. **Invention Disclosure.** I will disclose all Foreground Intellectual Property in a timely fashion by filing the appropriate invention disclosure form with the Research Partner and will inform the Commercialization Facilitator about the creation of Foreground Intellectual Property which may require legal protection before public disclosure. I agree that if I am in doubt about the potential for legal protection I will consult with the Commercialization Facilitator about the matter. In addition, to the best of my knowledge at this point in time no third party has any ownership of or other claim with respect to Pre-existing Rights that would interfere with the Commercialization of Foreground Intellectual Property, whether by virtue of partial funding of its development or otherwise, except as may have been disclosed in Schedule “F” of the Research Collaboration Agreement.
 8. **Co-operation in Patent and other Intellectual Property Matters.** I will co-operate fully in the signing of documents and taking such other steps as may be reasonably requested by the Commercialization Facilitator to obtain and maintain patent or other Intellectual Property protection for the Foreground Intellectual Property and in connection with any infringement action in any way relating to the Foreground Intellectual Property, and I will sign all documents and do all things necessary or proper to give effect to this Agreement.
 9. **Commercialization Revenue.** I agree that allocation of any net revenues I may receive as a result of the Commercialization of Foreground Intellectual Property to which I contribute shall be made in a manner consistent with the policies of the Research Partner regarding the sharing of invention royalties, and the Research Collaboration Agreement.
 10. **SPONSOR Funding.** I acknowledge and agree that SPONSOR funding for the Project is approved only for the Term of this Research Collaboration Agreement to which this

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Agreement is appended and that SPONSOR may suspend or cancel such funding at any time, including during the Term, at its discretion. If the Project requires continued funding after the end of such Term, an application for such funding in the form specified by SPONSOR will be required. I acknowledge and agree that SPONSOR funds research projects at SPONSOR's discretion subject to financial constraints and SPONSOR's mandate and that there is no obligation of any kind on SPONSOR with respect to renewal of its funding for the Project, in whole or in part, at the end of the Term, and that SPONSOR's funding during the Term is conditional on funds being made available to SPONSOR for such purpose from time to time and on project milestones being achieved when due, all to SPONSOR's satisfaction.

11. **Acknowledgement.** I have had an opportunity to review the applicable terms of the Research Collaboration Agreement including its Schedules, and having read such agreement and understanding it, hereby agree to its terms.

By signing below, I indicate my acceptance of these terms.

Signature

Telephone

Name (Type or Print)

Fax

Date

E-mail

SCHEDULE “H”: RESEARCH PARTICIPANT AGREEMENT

WHEREAS SPONSOR, the Research Partner and Company are parties to a Research Collaboration Agreement to which this Research Participant Agreement is appended, under which SPONSOR and Company will provide funding to the Research Partner to carry out a certain research project entitled “●”, in which I am a participant;

AND WHEREAS I am associated with the Research Partner and will be involved in the Project;

NOW THEREFORE, in consideration of information and facilities made available to me in connection with my work in relation to the Project and other valuable consideration, I agree with SPONSOR, the Research Partner and the Company that:

1. **Defined Terms.** All terms denoted with initial capital letters and not defined herein shall have the meanings ascribed to those terms in the Research Collaboration Agreement to which this Agreement is appended.
2. **Reasonable Efforts.** I will use all reasonable efforts to achieve the objectives and deliverables defined in the Project description.
3. **Confidential Information.** In accordance with Section 5 of Schedule “D” of the Research Collaboration Agreement, I will keep confidential all of the Confidential Information that I may receive.
4. **Publications.** I will comply with all publication conditions that are set out in Schedule “E” of the Research Collaboration Agreement.
5. **Invention Disclosure.** I will keep the Project Leader fully and promptly informed on an on-going basis of the development of Foreground Intellectual Property and will not take any steps with respect to filing or applying for intellectual property protection for that Foreground Intellectual Property without informing the Project Leader and Commercialization Facilitator. I will submit an invention disclosure form to the Research Partner promptly following the creation of Foreground Intellectual Property unless I am advised in writing by the Commercialization Facilitator that the information is not required. In addition, to the best of my knowledge at this point in time no third party has any ownership of or other claim with respect to Pre-existing Rights that would interfere with the Commercialization of Foreground Intellectual Property, whether by virtue of partial funding of its development or otherwise, except as may have been disclosed in Schedule “F” of the Research Collaboration Agreement.
6. **Co-operation in Patent and other Intellectual Property Matters.** I will co-operate fully in the signing of documents and taking such other steps as may be reasonably requested by the Commercialization Facilitator to obtain and maintain patent or other Intellectual Property protection for the Foreground Intellectual Property and in connection with any infringement action in any way relating to the Foreground Intellectual Property, and I will sign all documents and do all things necessary or proper

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to give effect to this Agreement and any rights granted by the Research Partner under the Research Collaboration Agreement.

7. **Commercialization Revenue.** I agree that allocation of net revenues received as a result of the Commercialization of Foreground Intellectual Property to which I contribute shall be made in a manner consistent with the policies of the Research Partner regarding the sharing of invention royalties, and the Research Collaboration Agreement.
8. **Acknowledgement.** I have had an opportunity to review the applicable terms of the Research Collaboration Agreement including its Schedules, and having read such agreement and understanding it, hereby agree to its terms.

By signing below, I indicate my acceptance of these terms.

Signature

Department

Name (Type or Print)

Supervisor

Date

Signature

Department

Name (Type or Print)

Supervisor

Date

Signature

Department

Name (Type or Print)

Supervisor