

COLLABORATIVE RESEARCH GRANT AGREEMENT

AN AGREEMENT MADE the ____ day of _____, 200__.

BETWEEN:

Company Name
(referred to as)

- and -

- and -

- and -

(collectively referred to as the "Parties")

- and -

**THE GOVERNORS OF THE UNIVERSITY OF
ALBERTA,**

a corporation under the Universities Act, R.S.A. 1980, c. U-5,
Edmonton, Alberta T6G 2J9
(referred to as the "University")

WHEREAS the University has initiated a research project entitled “ ” (“Research Project”) as described in Schedule “A”;

AND WHEREAS the Parties will fund the project as budgeted for both direct and indirect costs in the amounts described in Schedule “B”;

Therefore this Agreement sets out the understandings of the parties as follows:

1. PERIOD OF AGREEMENT

This Agreement shall be effective from to unless otherwise amended by written notice by one party to the other parties.

2. CONFIDENTIALITY

Each of the University and the Parties may disclose information it considers confidential to the other to facilitate the Research Project. Each party will use all reasonable efforts to treat and keep confidential, and cause its officers and servants to treat and keep confidential, any such information received by it for the other marked “Confidential” and the Parties will use all reasonable efforts to treat and keep confidential, and cause its officers and servants to treat and keep confidential, the Research Results communicated. Such reasonable efforts will be no less than the efforts used by the receiving party to protect its own confidential information. Any such information will be disclosed within the receiving party on a “need to know” basis.

- 4.2 The obligation to keep confidential shall however not apply to information which:
- (a) was in recipient's possession before receipt from discloser;
 - (b) is or becomes a matter of public knowledge through no fault of recipient;
 - (c) is rightfully received by recipient from a third party without a duty of confidentiality;
 - (d) is disclosed by discloser to a third party without a duty of confidentiality on the third party;
 - (e) is made subject to an order by judicial or administrative process requiring recipient to disclose any or all of the information, provided recipient shall promptly notify discloser allowing some reasonable time to oppose such process, before disclosure occurs; or
 - (f) is disclosed by recipient with discloser's prior written approval.

1. SHARING OF RESULTS

5.1 Parties will be provided with all results and reports of the Research. Unless directed otherwise. **The University shall provide to the Parties a royalty free non-exclusive right to use Research results for internal research and development purposes.** Nothing in this Agreement can be construed as a license to use University Intellectual Property for any commercial purpose.

5.2 The University and the Parties will meet periodically, at least annually, in order to share information and research results on an ongoing basis, to provide direction and technical advice and discuss the direction and objectives of the Research Project.

6. INTELLECTUAL PROPERTY

6.1 Intellectual property includes, but is not limited to, databases, audiovisual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasm), computer software, substances, processes, formulations, technical information, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, designs, or know-how, whether patentable or not.

6.2 Any Intellectual Property solely invented by the University ("University Intellectual Property") arising from the Research shall be owned by the Principal Investigator and or the University in accordance with the policies of the University.

6.3 Any Intellectual Property jointly invented by the University and Parties and/or other collaborators shall be owned jointly by the inventing parties ("Joint Intellectual Property").

6.4 Any Intellectual Property solely invented by the Parties arising from the Research shall be owned by Parties ("Parties Intellectual Property").

6.5 Any Intellectual Property proprietary to the Parties prior to this MOU will remain the property of the owning Party ("Background Technology"). Nothing in this Agreement can be construed as a license to use Background Technology for any commercial purpose. The University agrees that it will use Background Technology for the purposes of this Research Project and at the end of the Research Project any Background Technology will be returned to the owning Party.

6.6 Any other rights or licenses shall be the subject of separate negotiations and shall be negotiated by both parties in good faith and on commercially reasonable terms.

7. PUBLICATION RIGHTS

Parties shall be furnished with copies of any proposed publication relating to this Agreement at least sixty (60) days in advance of presentation or publication. If Parties do not object in writing to such disclosure within thirty (30) days of receipt, the University shall be free to proceed. In the event written objection is made, the University shall accommodate reasonable requests of the Parties for changes to the proposed disclosure and the release date shall be postponed for such period of time as the parties agree, in no account to be longer than one hundred eighty (180) days. Unless directed otherwise, Parties shall be acknowledged as Parties of the Research Project.

8. EQUIPMENT

Equipment purchased for use in the Research shall be the property of the purchasing party unless specified otherwise.

9. WARRANTY

The University and the Parties agree to carry out the Research in accordance with appropriate scientific and professional standards but do not promise success in achieving any desired result. The University and the Parties give no warranty of fitness for a particular purpose, or any other warranty, express or implied, on the results of the Research. The University shall not be liable for any direct, consequential, or any other damage suffered by the Parties or others resulting from the use of the Research results or any invention, technology or product produced in the course of or using the results of the Research.

10. USE OF UNIVERSITY NAME

The Parties shall not utilize the name of the University or the Principal Investigator in conjunction with the Sponsor's use or exploitation of the Research Results, including without limitation, the development, production or marketing of products.

11. TERMINATION

11.1 This Agreement may be terminated by either party by giving sixty (60) days written notice to the other. In the event of termination, the University and the Parties shall take all necessary steps to effect the orderly termination of the Research, including any final reporting required.

11.2 The provisions of Articles 4, 7, 8, 9, 10 and 11 shall survive termination of this Agreement.

12. INDEMNIFICATION AND INSURANCE

12.1 Each party shall indemnify and hold harmless the other party, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of such indemnifying party's performance of this agreement or that of the indemnifying party's employees or agents.

12.2 Parties agrees to hold harmless, indemnify and defend the University from all liabilities, demands, damages, expenses and losses arising out of the use by Parties or by any party acting on behalf of or under authorization from Parties of University technical development or out of any use, sale or other disposition by Parties, or by any party

acting on behalf of or under authorization from Parties of products made by use of the University technical developments.

12.3 The University agrees to hold harmless, indemnify and defend Parties from all liabilities, demands, damages, expenses and losses arising out of the use by the University or by any party acting on behalf of or under authorization from the University of Parties' technical development or out of any use, sale or other disposition by the University, or by any party acting on behalf of or under authorization from the University of products made by use of Parties' technical developments.

12.4 The University and the Parties shall insure its operations under a contract of Comprehensive General Liability insurance in an amount not less than \$1 million per occurrence insuring against bodily injury, personal injury and property damage. Such insurance shall include blanket contractual liability.

13. AMENDMENT

No Amendment or variation to this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both parties signed by authorized representatives of each party.

14. NOTICES

All notices, requests, directions, or other communications required or permitted herein shall be in writing and shall be delivered to the parties hereto respectively as follows:

Parties:

Attention:
Phone:
Fax:

The University:

For Contract Matters:
Research Services Office
222 Campus Tower
The University of Alberta
Edmonton, Alberta, T6G 2E1
Attention: Agreements Manager
Phone: (780) 492-5787
Fax: (780) 492-7876

For Scientific Matters:
Dr.
Department of
Faculty of
University of Alberta
Edmonton, Alberta, T6G
Phone:
Fax:

In order for any notices, requests, directions, or other communications to be effective, they shall be delivered in person; or, sent by registered mail, telegram, telex or facsimile addressed to the party for whom it is

intended at the above mentioned address and shall be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other party; if sent by telegram, when transmitted by the carrier; and, if sent by telex or facsimile, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

15. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the parties hereby expressly attorn to the jurisdiction of the courts of Alberta for enforcement thereof.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the date first written above.

Per: University of Alberta

Per: Parties

Industry Liaison Office

Principal Investigator

Department Chairman

Faculty Dean

SCHEDULE "A"

This is Schedule "A" attached to and forming part of the Agreement dated as of the effective date and entered into between the University and the Contractor.

SCHEDULE "B"

This is Schedule "B" attached to and forming part of the Agreement dated as of the effective date and entered into between the University and the Contractor.