

CONTRACT RESEARCH HANDBOOK

As per Policy on Contract Research ([VPRGS-1](#))

COMPANION TO THE POLICY

Additional Information to Facilitate Contract Research and Administration

Companion to the Policy on Contract Research

WHERE DO I START?

Prior to entering into discussions with potential Sponsors please contact the Research Partnerships and Innovation Unit (“RPI”) of the Office of Research (“OOR”). The RPI is a service unit of the University dedicated to assisting you with your research and creative endeavors.

WHAT KIND OF ASSISTANCE DOES THE RPI PROVIDE?

- Assist individual researchers and departments with developing an industrial profile
- Inform faculty members of contractual possibilities that are available in their area of expertise
- Review technical proposals and budgets
- Prepare and help faculty members administer contracts according to the University’s Policy on Contract Research ([VPRGS-1](#))
- Draft, review and negotiate all research related agreements, including Research Contracts, Grant, Co-Grant and Sub-Grant agreements, material transfer agreements, confidentiality/non-disclosure agreements, agreements for the use or loan of equipment or software, license and royalty agreements(“Research Agreements”).

HOW TO FIND SPONSORS?

Networking is the most successful method of obtaining research contracts. Most Members belong to associations and external committees which often include representation from the academic, public and private sectors. By making your research expertise and willingness to collaborate known within these groups you will become more attuned to the types of contracting activities available. Former students, colleagues at other institutions and research centres as well as alumni also provide good contacts.

HOW TO SUBMIT A PROPOSAL TO A SPONSOR?

A proposal may be submitted to a government agency, research institute, non-profit organization or a private industry, as a result of any of the following:

- A call for submissions to a Request for Proposal

- An unsolicited proposal
- Direct negotiations with a governmental department, a public agency or a private firm
- Negotiations initiated or undertaken by the RPI
- Public knowledge of Concordia's expertise in a given field.

In each case the proposal should be structured into three (3) main parts, namely:

- i. State of the Art Review
- ii. Technical Proposal (including a project schedule and expected deliverables)
- iii. Price Proposal (prepared in accordance with the University's Policy on Contract Research ([VPRGS-1](#)) and the budgeting guidelines provided this Handbook).

IMPORTANT THINGS TO REMEMBER

- Refer all legal document (i.e., confidentiality or non-disclosure agreements) to the RPI
- Ensure that your proposed budget respects salary amounts stipulated in the relevant collective agreement, has adequate provisions for employee benefits, GST and QST on all materials, supplies and equipment, and the appropriate rate of Overhead
- Since proposed budgets are always an estimate, it is advised to always over-estimate any costs that are unknown or uncertain. It is far easier to decrease the budget during the negotiations process rather than attempting to increase the amount after the fact to cover unforeseen expenses
- Whenever possible, present the Sponsor with a firm lump sum price
- Communicate any special Intellectual Property concerns to the RPI at the outset of discussions with a Sponsor (i.e., use of the intellectual property by a student for their thesis).

FINANCIAL ADMINISTRATION OF CONTRACTS

Once your Research Agreement has been signed by all parties, the OOR will provide a copy to Restricted Funds (RF) in Financial Services who shall open a research fund in your name for your project.

Additional information and financial assistance are available through [Financial Services](#).

RF has compiled a Researcher's Guide to Financial Management to provide researchers with information and the pertinent forms regarding the financial administration of research funds, procedures related to Human Resources & Payroll, Purchasing and Accounts Payable.

Section A - Procedures

The RPI is mandated to review, draft and negotiate, on behalf of the University, all Research Agreements. The OOR also provides assistance in the preparation of research proposals, the determination of realistic project budgets, optimal schedules for payments and submission of deliverables. In collaboration with the principal investigator (“PI”) the RPI shall strive to obtain the most favourable contractual terms and ensure that the Research Agreement complies with all relevant University policies and guidelines.

The University enters into Research Agreements on behalf of Members. Only those Research Agreements signed by a duly authorized representative of the University per the University’s *Policy on Contract Review, Signing and Required Approval* (BD-1) shall be recognized and administered by the University.

By adhering to the relevant University policies and these procedures, Members derive the following benefits:

- coverage under the University’s insurance policies
- access to various University services, including financial, payroll, purchasing, human resources and legal
- a share of recovered overhead revenue
- official recognition of the research activities with respect to professional objectives.

1. SUMMARY OF STEPS

The following steps summarize the expected sequence of actions which will facilitate the negotiation of any Research Agreement to which the University will be a party and signatory.

Actions expected of the PI:

1.1 Promptly inform the RPI of an upcoming research project (“Project”), including:

- subject/title of the Project
- name of Sponsor(s)
- expected start and end date.

1.2 Prepare a description of the Project (“Scope of Work”) detailing:

- the research objectives
- schedule
- deliverables/milestones
- cost.

1.3 Complete appropriate [internal approval form](#) and obtain all required signatures at the Department and faculty level. This form serves three (3) purposes:

- it details the demands that the Project will place on University facilities, services and equipment
- it serves as an attestation from the Member that all necessary certifications with respect to research involving humans, animals, hazardous materials and/or controlled goods have been obtained
- it ensures that all levels of the faculty (Centre Director, Chair, Dean) are informed of and have accepted the proposed Project.

A completed and duly signed internal approval form must be received by the RPI prior to the signing of a Research Agreement.

Post-Award Administration:

- 1.4 Once a Research Contract has been signed by the University the RPI prepares and issues a "Contract Data Sheet", summarizing the Project timelines, funding, technical reporting and financial schedules. Copies of the duly signed internal approval form, the contract and of the Contract Data Sheet are sent to the PI and to RF.
- 1.5 RF will issue and communicate a Banner fund number.
- 1.6 RF will ensure invoicing and collection of payments, in accordance with the contractual terms and conditions.
- 1.7 The RPI acts to ensure the timely submission of expected deliverables and to facilitate the resolution of problems that may arise during the term of a Research Contract and negotiate any amendments as may be required.

Section B – Overhead

In performing a Project, the University incurs costs which cannot be itemized and which are commonly termed indirect costs. These include but are not limited to:

- maintenance cost for installations and equipment (heating, lighting, ventilation, air conditioning, cleaning, telephone)
- depreciation of University installations and equipment
- administrative costs for central and departmental services
- insurance costs.

Overhead means the indirect costs recovered or applicable in relation to services provided by the University for the performance and administration of a Project.

Budgeting for Overhead

When preparing the Scope of Work, the PI must ensure that the Project budget provides for the recovery of all direct and indirect costs associated with the execution of the Project.

A PI is required to contact the RPI prior to submitting a budget estimate to a potential Sponsor.

Federal government Research Contracts issued by the Department of Public Works and Government Services Canada (“PWGSC”, formerly DSS) require that Overhead be stated as a separate line item independent of salaries.

There are a number of Sponsors who do not accept Overhead as part of a cost proposal. For Research Agreements with such Sponsors, it is recommended that all salary rates quoted (faculty and non-faculty) include employee benefits and Overhead rates.

For example:	Salary (10 days x \$100/day)	\$1,000
	Employee Benefits (17.52%)*	<u>\$ 175</u>
	Subtotal	\$1,175
	Overhead at 40% Total Direct Cost	<u>\$ 470</u>
	Total	\$1,645
Rate quoted to Sponsor: 10 days x \$164.50		<u>\$1,645</u>

* Rates subject to change, please confirm rates with RF prior to submitting a cost proposal.

Overhead rates

Type of Activity/Agreement	Sponsor	On-Campus [▲] Rate	Off-Campus [★] Rate
Contract Research	Industry	40% of TDC †	20% of TDC †
	Federal Government (PWGSC)	65% of Salaries & Employee Benefits + 2% of travel costs	30% of Salaries & Employee Benefits + 2% of travel costs
Service	Any	20% of TDC †	N/A
Consulting	Any	10% of TDC †	N/A
Sub-Grant, Co-Grant or Negotiated Grant	Any	15% of TDC †	N/A
Contribution Agreements	Federal or Provincial Government	15% of TDC †	N/A

† TDC - Total Direct Cost means the total direct costs to perform the work anticipated under a Research Agreement minus external subcontracts in excess of \$10K each.

▲ On-campus means work performed on the premises of the University using the University's facilities, staff or equipment.

★ Off-campus means work that is not performed on the premises of the University and does not entail the use of University resources beyond the services of the OOR and/or Financial Services, students, staff or other University personnel i.e., work carried out at a Sponsor's facility or at another institution. The charging of off-campus rates requires the prior approval of the Department Chair and Dean and must be clearly documented in the form [OOR101](#).

Retention of Overhead

The University will retain Overhead, in full, at the start of a Project. The amount of Overhead calculated at the outset for a lump sum Research Contract (as shown in the form [OOR101](#)) is the amount which will be retained by the University, regardless of any eventual surplus.

Exceptions and Waivers

There are certain cases where the use of University facilities is minimal in carrying out a Project or a Sponsor's policies do not recognize Overhead as an admissible expense. In such cases, a reduced rate or a waiver of Overhead may be agreed to, subject to the following procedure:

- The PI will send a written, detailed list of all University resources required to complete the Project along with a justification for special Overhead dispensation to the Dean, with copy to his/her Department Chair and Centre Director (if applicable), and to the VPRGS_ for consideration
- The Dean shall make a written recommendation to the VPRGS within two (2) weeks of receipt of the written request from the PI
- A final decision will be communicated by the Office of the VPRGS to the PI within two (2) weeks of receipt of the Dean's recommendation; if necessary, a meeting (including the Dean's and the VPRGS's representatives) will be convened to decide the Overhead rate to be charged, where applicable.

Distribution of Overhead

Overhead retained from Research Contracts is distributed by RF on an on-going basis, in accordance with the following distribution ratio:

	% Distributed
University Operating Budget	50 %
Faculty Research Fund	25 %
PI General Purpose PI Fund	20 %
VPRGS Research Support Fund *	5 %

* *This fund has been set up for the support and encouragement of research and commercialization activities.*

Section C - Honorarium

Honorarium Payment Mechanism

During the term of a Research Contract, a PI may claim a portion of honorarium subject to the receipt by the University of corresponding payment from the Sponsor.

Payment of the final installment of honoraria will follow acceptance of the final report/deliverables and receipt of the final payment from the Sponsor.

The payment of honoraria will be initiated by the PI by sending a completed form [OOR103](#) (Request for Payment of Honorarium - Contracts) to the OOR.

Following approval by the Associate Vice-President, Strategy and Operations, Office of the Vice-President, Research and Graduate Studies, the form OOR103 shall be forwarded to RF for verification and processing of payment.

There are two (2) options for payment of an honorarium:

Option 1	O R	Option 2
Payment of honorarium directly to the PI via Payroll		Deposit of the equivalent sum into a General Purpose PI Account

Option 1

Honoraria paid directly to a PI shall be considered personal income..

Option 2

If a PI does not wish to receive the honorarium as personal income, he or she may choose to have the funds deposited into his/her General Purpose PI account to support future research endeavours.

Section D -OOR101

OOR #:

CONCORDIA UNIVERSITY

Banner Fund #:

**Office of Research – Research Partnerships & Innovation Unit
Internal Approval of Application for a Contract**

Type of Contract: Standard Service* Sub-Grant* Consulting* * see conditions on page 3

Principal Investigator: _____ Dept./Centre: _____

Co-Investigators: _____

Project Sponsor: _____

Project Title: _____

Project Period & Cost: Start Date: _____ End Date: _____ Total Project Cost: \$ _____ Currency: _____

Will adequate space be available for the proposed project: Yes No If "No" please provide details.

Will special facilities/services be required: Yes No If "Yes" please provide details.

Other university commitments not mentioned above: Yes No If "Yes" please provide details.

Please indicate if any of the following are required and attach approval forms where applicable:

Human Research Ethics Review Date Approved: _____ Approval #: _____

Animal Care Review Date Approved: _____ Approval #: _____

Use of Biohazardous Materials (Please attach approval)

Use of Radioactive Materials (Please attach valid license from C.N.S.C)

Use of Hazardous Materials (Please attach itemized list and estimated quantities)

The Principal Investigator, Co-Investigators, and Centre Director (where applicable) hereby agree to act in accordance with all the terms and conditions of the proposed contract, and further agree to abide by all appropriate University rules, regulations and policies including but not limited to the terms and conditions of their respective collective agreement, the University's Policy on Intellectual Property (VPRGS-9), the Policy on Conflicts of Interest in Research (VPRGS-5) and the Code of Ethics and Safe Disclosure Policy Applicable to Employees of Concordia University (BD-4).

By signing below, I acknowledge that I have read and understood the University's Policy on Conflicts of Interest in Research (VPRGS-5), and confirm that I have or shall file a Disclosure Report prior to entering into a situation that may constitute a Conflict of Interest.

Principal Investigator Date Centre Director Date

Co-Investigator Co-Investigator Co-Investigator

Acknowledgement and Approval:

Department Chair Date Faculty Dean or Designate Date

Date

Associate Vice-President Research,
Strategic Initiatives and Partnerships

N.B. It is the responsibility of the PI to obtain approval at the Departmental and Faculty level.

BUDGET ITEMS			AMOUNT
1. Salaries for each individual receiving remuneration from contract:			
Name:	Classification:(see list on p. 3)	Time period & Rate:	
2. Total Fringe Benefits: (see page 3 for appropriate rates)			
3. Faculty Member Honoraria & Research Supervision Fees:			
Name:	No. of Days or Hours:	Daily or Hourly Rate:	
	<input type="checkbox"/> days <input type="checkbox"/> hours		
	<input type="checkbox"/> days <input type="checkbox"/> hours		
	<input type="checkbox"/> days <input type="checkbox"/> hours		
	<input type="checkbox"/> days <input type="checkbox"/> hours		
TOTAL SALARY ITEMS (add items 1,2 &3):			
4. Non-Salary Items: (Please provide total & breakdown within each category)			
a) Material and supplies:		Total:	
Books:	_____		
Lab supplies:	_____		
Computer supplies:	_____		
Stationery and office supplies:	_____		
b) Direct Charges:		Total:	
Mail service (including courier):	_____		
Telecommunications (long distance or fax charges):	_____		
c) Report Production:		Total:	
Printing:	_____		
Photocopies:	_____		
d) Equipment:		Total:	
Computer equipment:	_____		
Other equipment:	_____		
e) Other Computer Cost:		Total:	
Software:	_____		
Maintenance:	_____		
f) Travel:		Total:	
Conferences:	_____		
Other travel:	_____		
g) Use of Facilities:		Total:	
Computing charges:	_____		
Lab charges:	_____		
h) Other (please specify):			
TOTAL NON-SALARY ITEMS (Add items a to h):			
TOTAL DIRECT COSTS (Add total salary and non-salary items):			
5. Indirect Costs: (please use appropriate calculation as per table on page 3)			
6. Outside Consultants and Subcontracts (in excess of \$10,000 each):			
TOTAL PROJECT COST:			

Office of Research – Research Partnerships & Innovation Unit

Employee Classifications: Undergraduate Student or Non-student: Research Assistant
 Graduate Student - Master Research Associate
 Graduate Student - PhD Technician
 Post-doctoral Fellows Other (please specify)

Fringe Benefits Rates: Full-time employees (hired for 12 months or more) 22.54%
 Students and Casual Employees 17.52%
 (rates may vary, please verify rates with HR)

Overhead Rates:

Type of Agreement	Sponsor	On-Campus Rate	Off-Campus Rate
Standard Contract	Industry	40% of TDC †	20% of TDC †
	Federal Government (PWGSC)	65% of Salaries & Employee Benefits + 2% of travel costs	30% of Salaries & Employee Benefits + 2% of travel costs
Service Contract	Any	20% of TDC †	N/A
Consulting Contract	Any	10% of TDC †	N/A
Sub-Grant, Co-grant, Negotiated Grant, Contribution Agreement	Any	15% of TDC †	N/A

These rates are subject to periodic revision. Please confirm these rates with the OOR prior to preparing a project budget.

† TDC - Total Direct Costs means the total direct costs to perform the work anticipated under the Research Agreement minus external subcontracts.

▲ On-campus means work performed on the premises of the University using the University's facilities, staff or equipment.

★ Off-campus means work that is not performed on the premises of the University and does not entail the use of University resources beyond the services of the OOR and/or Financial Services, students, staff or other University personnel i.e., work carried out at a Sponsor's facility or at another institution. The charging of off-campus rates requires the prior approval of the Department Chair and Dean and must be clearly documented in this OOR Form 101.

Section D - OOR101A

OOOR #: _____

CONCORDIA UNIVERSITY

Banner Fund #: _____

Office of Research – Research Partnerships & Innovation Unit
Internal Approval of Application for a Negotiated Grant

Principal Investigator: _____ Dept./Centre: _____
Co-Investigators: _____
Project Sponsor: _____
Project Title: _____

Project Period & Cost: Start Date: _____ End Date: _____ Total Project Cost: \$ _____ Currency: _____

Amount held back for indirect recovery cost (15%): _____ Amount available to Principal Investigator: _____

Will adequate space be available for the proposed project: Yes [] No [] If "No" please provide details.

Will special facilities/services be required: Yes [] No [] If "Yes" please provide details.

Other University commitments not mentioned above: Yes [] No [] If "Yes" please provide details.

Please indicate if any of the following are required and attach approval forms where applicable:

- Human Research Ethics Review [] Date Approved: _____ Approval #: _____
Animal Care Review [] Date Approved: _____ Approval #: _____
Use of Biohazardous Materials [] (Please attach approval)
Use of Radioactive Materials [] (Please attach valid license from A.E.C.B.)
Use of Hazardous Materials [] (Please attach itemized list and estimated quantities)

The Principal Investigator, Co-Investigators, and Centre Director (where applicable) hereby agree to act in accordance with all the terms and conditions of the proposed contract, and further agree to abide by all appropriate University rules, regulations and policies including but not limited to the terms and conditions of their respective collective agreement, the University's Policy on Intellectual Property (VPRGS-2), the Policy on Conflicts of Interest in Research (VPRGS-5) and the Code of Ethics and Safe Disclosure Policy Applicable to Employees of Concordia University (BD-4).

By signing below, I acknowledge that I have read and understood the University's Policy on Conflicts of Interest in Research (VPRGS-5), and confirm that I have or shall file a Disclosure Report prior to entering into a situation that may constitute a Conflict of Interest.

Principal Investigator _____ Date _____ Centre Director _____ Date _____

Co-Investigator _____ Co-Investigator _____ Co-Investigator _____

Acknowledgement and Approval:

Department Chair _____ Date _____ Faculty Dean or Designate _____ Date _____

Associate Vice-President Research, Strategic Initiatives and Partnerships _____ Date _____

N.B. It is the responsibility of the PI to obtain approval at the Departmental and Faculty level.

NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between:

_____, having its principal place of business at _____
 (“Company”), herein represented by _____ duly authorized to sign the present agreement on behalf of
 Company as s/he so declares;

AND

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, City of Montreal, Province of Quebec H3G 1M8, (“**Concordia**”) herein acting and represented by Dr. Justin Powlowski, Associate Vice-President Research, Strategic Initiatives and Partnerships, duly authorized to sign the present Agreement on behalf of University, as he so declares.

Hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS the Parties wish to exchange information for the sole purpose of [DESCRIPTION OF PURPOSE FOR WHICH INFORMATION IS TO BE EXCHANGED] (the “**Purpose**”); and

WHEREAS the Parties desire to protect the confidentiality of such information;

NOW THEREFORE in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“**Affiliate**” means any legal entity that a Receiving Party Controls, is Controlled by, or with which it is under common Control, where Control means to own or control, directly or indirectly, over 50% of voting shares.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Quebec;

“**Confidential Information**” means any information which is confidential in nature or that is treated as confidential by a Party and that is furnished or transferred by or on behalf of such Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether such information is or has been conveyed verbally or in written or tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions, site visits or other investigations by the Receiving Party, including but not limited to, scientific, technical, financial or business information, data, ideas, concepts or know-how, formula, analysis, process, design, sketch, photograph, plan, drawing, specification, sample, report, study, finding, prototype and non-published patent applications, that are considered and treated as being confidential by the Disclosing Party. Confidential Information disclosed in tangible or electronic form may be identified by Disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential. Where the information is disclosed verbally or visually and the Disclosing Party requires that the Receiving Party maintain the confidential nature of the information, the Disclosing Party shall express a verbal statement of confidentiality at the time of disclosure followed by confirmation in writing within thirty (30) days of such disclosure. Notwithstanding the foregoing, in no event shall the absence of such a mark, legend or verbal confirmation preclude disclosed information, or information accessed through discussions or site visits, which would be considered as confidential by a party exercising reasonable judgment from being treated as Confidential Information by the Receiving Party.

“**Corporate Advisors**” means any lawyers, accountants, financial and other professional advisors of Receiving Party who are required by law, by contract or otherwise to keep all Confidential Information that may be disclosed to them by Receiving Party.

“**Disclosing Party**” means a Party that discloses Confidential Information to the other Party pursuant to this Agreement.

“**Effective Date**” shall mean **XXXX**

“**Receiving Party**” means a Party that receives Confidential Information from the other Party pursuant to this Agreement.

“**Retained Information**” shall mean one (1) copy of the Disclosing Party’s Confidential Information that is retained by the Receiving Party: (i) if and to the extent such Confidential Information is required by law, regulation, administrative or court order, and (ii) where such Confidential Information is stored as electronic data due to automatic archiving and back up procedures.

2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 Receiving Party agrees that it shall not:

- 2.1.1 use any of the Disclosing Party’s Confidential Information for any reason other than the Purpose; or
- 2.1.2 disclose, disseminate or otherwise communicate, in whole or in part, any of Disclosing Party’s Confidential Information to any third party.

2.2 Receiving Party may disclose the Disclosing Party’s Confidential Information to those of its officers, directors, employees, (including those of its Affiliates) or Corporate Advisors who have a need to know such Confidential Information provided that such individuals are bound by obligations of confidentiality to the Receiving Party or have entered into agreements with the Receiving Party with obligations of confidentiality no less stringent than those of this Agreement.

2.3 The Receiving Party shall be liable to Disclosing Party for all actions of its Affiliates, Corporate Advisors, employees, officers, directors and those of its Affiliates that result in the unauthorized disclosure of the Disclosing Party’s Confidential Information.

2.4 Receiving Party shall not disclose Disclosing Party’s Confidential Information to anyone other than as permitted herein and shall use efforts commensurate with those that it employs for protecting the confidentiality of its own information, which efforts shall in no event be less than a reasonable degree of care.

2.5 In the event that a Receiving Party becomes legally compelled by law, regulation or order of court or administrative body to disclose any of a Disclosing Party’s Confidential Information, such Receiving Party shall be entitled to disclose such Confidential Information subject to the requirements of this Section 2.5. Such Receiving Party shall provide the Disclosing Party with prompt written notice of such requirements so that the Disclosing Party may, at its sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Disclosing Party’s Confidential Information which is legally required.

3. EXCEPTIONS

3.1 Notwithstanding anything to the contrary herein, the following will not constitute Confidential Information for the purposes of this Agreement:

- 3.1.1 information that a Receiving Party can show, by documentary and competent evidence, was known by it prior to the disclosure thereof by the Disclosing Party;
- 3.1.2 information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by a Receiving Party in breach of this Agreement;

- 3.1.3 information that is or becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not in breach of its obligations of non-disclosure towards the Disclosing Party;
- 3.1.4 information that a Receiving Party can show, by documentary and competent evidence, to have been developed independently by Receiving Party without using the Disclosing Party's Confidential Information; or
- 3.1.5 information of which the Disclosing Party has authorized the unrestricted disclosure.

4. NO IMPLIED OBLIGATIONS

Except for the matters specifically agreed to herein, no Party will be under any legal obligation of any kind to enter into any further agreement with respect to the Purpose or any other matter whatsoever, absent a further written agreement between the Parties executed by their duly authorized representatives.

5. OWNERSHIP

The Disclosing Party will remain the owner of its intellectual property, including any title, ownership, or license under any patents, copyrights or other intellectual property rights in the Disclosing Party's Confidential Information. Nothing in this Agreement is to be construed as granting a Receiving Party any title, ownership, or any license under any patents, copyrights or other intellectual property rights in any of the Disclosing Party's Confidential Information.

6. INDEPENDENT DEVELOPMENT

Nothing in this Agreement will be construed as a representation that a Receiving Party will not develop, communicate or use technology, information or products that, without violation of this Agreement, compete with, are the same as, or similar to the Disclosing Party's Confidential Information.

7. NO WARRANTY OF ACCURACY

The Disclosing Party's Confidential Information is provided on an 'AS IS' basis, without any representations or warranties as to its accuracy or completeness. The Disclosing Party shall have no liability to the Receiving Party resulting from any use by the Receiving Party of the Disclosing Party's Confidential Information and all implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed and excluded.

8. TERM, TERMINATION AND CONFIDENTIALITY PERIOD

- 8.1 This Agreement shall commence on the Effective Date, and unless earlier terminated in accordance herewith, shall continue in force for a period of [NUMBER OF] year(s) from the Effective Date. Notwithstanding the expiration or earlier termination of this Agreement, the obligations of confidentiality with respect to any Confidential Information exchanged between the Parties prior to the expiration or earlier termination of this Agreement, shall remain in full force and effect until such Confidential Information falls within the scope of the exceptions set out in Article 3.
- 8.2 A Party may terminate this Agreement, without cause, upon twenty (20) Business Days' prior written notice to the other Party.
- 8.3 Unless the Receiving Party receives a written notice from the Disclosing Party requesting the return of the Disclosing Party's Confidential Information within fifteen (15) days of the expiration or earlier termination of this Agreement, the Receiving Party shall at the end of such fifteen (15) days, destroy all tangible forms and destroy/delete all intangible forms of the Disclosing Party's Confidential Information (including any originals and all copies thereof) remaining in its possession at the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain one copy of the Retained Information and such Retained Information shall be treated by the Receiving Party in accordance with the confidentiality obligations of this Agreement. Upon written request by the Disclosing Party, the Receiving Party

shall provide to the Disclosing Party, or shall cause to be provided to the Disclosing Party, a written confirmation executed by a duly authorized officer of the Receiving Party that all originals and copies of Disclosing Party's Confidential Information (other than Retained Information) or any portion thereof have been returned or destroyed, as the case may be, and shall no longer be used in any manner whatsoever by the Receiving Party.

9. REMEDIES

Receiving Party acknowledges that the disclosure of the Disclosing Party's Confidential Information in breach of this Agreement may result in irreparable injury to Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, Receiving Party agrees that in the event of a breach or threatened breach of Receiving Party's confidentiality obligations hereunder, Disclosing Party will be entitled to seek specific performance and injunctive relief as remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of monetary damages.

10. GENERAL PROVISIONS

10.1 Assignment: This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of a duly authorized representative of the other Party. Any such assignment shall not relieve a Party of its obligations hereunder.

10.2 Advice of Counsel: Each Party to this Agreement represents and warrants to the other that such Party has read and fully understands the terms and provisions hereof and has executed this Agreement based upon such Party's own judgment and advice of independent legal counsel (if sought).

10.3 Amendment: This Agreement may only be amended by a written agreement executed by the duly authorized representatives of the Parties.

10.4 Entire Agreement: This Agreement, and any amendments thereto signed by the duly authorized representatives of the Parties, constitute the complete and exclusive statement of terms and conditions between the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements, oral or written statements which are inconsistent herewith, whether or not such other agreements have been signed by the employees, students or other agents of the Parties.

10.5 Export Controls: The Parties shall comply with any law, by-law, regulation, rule, order, ruling, policy or directive, from any relevant jurisdictional authority or body, governing or controlling the transfer, export, retransfer, re-export or furnishing of information. Each Party shall inform the other Party of any restriction or control applying to the circulation of any given information prior to disclosing such information to such other Party, or as soon as possible after such restriction or control comes into force. Neither Party will disclose information under this Agreement that is controlled or otherwise restricted from use or export under the International Traffic in Arms Regulations (ITAR).

10.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

10.7 Language: The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

10.8 Notices: All notices under the terms of this Agreement shall be given in writing and sent by registered mail, electronic mail, or delivered by hand to the following addresses.

CONCORDIA UNIVERSITY	(COMPANY)
1455 de Maisonneuve Blvd. West GM-910 Montréal, Québec H3G 1M8	Address:

Attention:	Attention:
Email :	Email :

All notices shall be presumed to have been received when they are hand delivered or transmitted via email, or five (5) Business days after their mailing by registered mail or courier.

- 10.9 Publicity and use of name: Neither Party shall, without prior written authorization from the other, use the logo, any trade or service mark(s) owned or controlled by the other Party. Additionally, neither Party shall use the name of the other Party, nor of any employee of the other Party, in any advertising or publicity without the prior written approval of an authorized representative of the other Party. Notwithstanding the foregoing, the Parties agree that each Party shall be free to disclose the following without prior authorization of the other Party: the names of the Parties; the nature of the relationship established herein; and, the duration of the Agreement.
- 10.10 Remedies cumulative: No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 10.11 Severability: If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 10.12 Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted in electronic form, including without limitation a PDF file, shall be acceptable to bind each Party and shall not affect the validity of the Agreement in any way.
- 10.13 Waiver: A term or condition of this Agreement can be waived or modified only by written consent of the Parties. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

AGREED TO AND SIGNED by the duly authorized representatives of the Parties.

CONCORDIA UNIVERSITY	COMPANY
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Acknowledgement to a Non-Disclosure Agreement

I, Dr. [researcher's name], having read and understood the Non-Disclosure Agreement (the "NDA") to be entered into between [company name] ("Company") and Concordia University ("Concordia"), hereby agree to act in accordance with all the terms and conditions therein.

I further agree to ensure that all Concordia participants who will be provided access to Company's Confidential Information, as such term is defined in the NDA, are informed of their obligations under such terms and conditions, and to procure from them an executed Intervention of a Participant, attached hereto as Appendix A, prior to providing them access to the Confidential Information.

[print name]
Recipient Scientist

Date: _____

Appendix A

INTERVENTION OF A PARTICIPANT

IMPORTANT: IT IS THE RECIPIENT SCIENTIST'S RESPONSIBILITY TO ENSURE THAT THIS INTERVENTION IS SIGNED BY ALL PARTICIPANTS WHO SHALL BE RECEIVING CONFIDENTIAL INFORMATION UNDER THE NON-DISCLOSURE AGREEMENT AND COPIES ARE PROVIDED TO OOR.

Whereas Concordia University (“**Concordia**”) has entered into a non-disclosure agreement dated _____ (the “**NDA**”) with XXX (the “**Company**”);

Whereas, I _____ understand that information related to discussions with the Company to explore a collaboration on XXXX, received, or accessed directly or indirectly, by me (the “**Confidential Information**”), is subject to the terms and conditions of the NDA;

I hereby agree to:

- i. treat the Confidential Information as confidential at all times;
- ii. use the Confidential Information only as directed by Dr. _____;
- iii. maintain the Confidential Information in a secure manner that restricts access by any individual not approved and/or directed by Dr. _____;
- iv. maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party;
- v. to return to Dr. _____ the Confidential Information, and all copies thereof, upon receipt of a written request to this effect from Dr. _____ and/or prior to the termination of my studies/employment at Concordia;
- vi. cooperate with Concordia in ensuring compliance with all applicable export regulations and restrictions which may apply to the Confidential Information.

Signature: _____

Date: _____

Section D- OOR104A

AGREEMENT ON NON-DISCLOSURE AND INTELLECTUAL PROPERTY entered into at Montreal, Quebec, this [redacted] day of [redacted], 20[redacted] (the “**Agreement**”).

Between

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8, (“**Concordia**”) herein acting and represented by [redacted] duly authorized as s/he so declares

And [Name and postal address of researcher]
(the “**Researcher**” or “**Student**”)

Whereas Dr. [redacted] of Concordia’s Department of [redacted] is conducting research in the area of “[redacted]” (the “**Research**”); and

Whereas the Researcher/Student is assisting Dr. [redacted] in this Research; and

Whereas in the course of this relationship, certain information related to the Research (the “**Confidential Information**”) has become or will become known to the Researcher/Student; and

Whereas the Confidential Information must be protected from public disclosure;

Whereas it is the Parties’ desire to identify the ownership of the research output and any intellectual property developed under the Research (“**Intellectual Property**”);

Now therefore the parties agree as follows:

1. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, any data, idea, concept, know-how, formula, analysis, process, design, sketch, photograph, plan, drawing, specification, sample, report, study, finding, prototype, invention, patent application, and in particular shall also include, any register, lab book, technical information, pre-development result and/or other research data and result arising from the Research. Confidential Information means any information which is confidential in nature or that is treated as being confidential, whether such information is conveyed to Researcher/Student orally or in written or other tangible form, and whether such information is received directly, identified as being proprietary and/or confidential before or at the time of its disclosure, or indirectly, such as in the course of discussions or other investigations by the Researcher/Student. In no event shall the absence of identification that the information is proprietary and/or confidential relieve the Researcher/Student of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable judgment.
2. The Researcher/Student agrees that s/he shall not, in perpetuity:
 - 2.1 use any of the Confidential Information or any part or derivative thereof, for any purpose other than for the purpose of carrying out the Research;

- 2.2 copy or otherwise reproduce the Confidential Information or any part or derivative thereof, or disclose divulge, disseminate or otherwise communicate, use or permit to be used, in whole or in part any of the Confidential Information to/by any third party.

It is understood that the complete or partial transmission of Confidential Information is strictly prohibited

3. The Researcher/Student agrees to take the proper security measures to safeguard the Confidential Information from disclosure and to direct any inquiries for access to the Confidential Information to Concordia.
4. The Researcher/Student shall limit the dissemination of Confidential Information within Concordia to individuals whose duties justify the need to know the Confidential Information and then only provided that such individuals have entered into an agreement with Concordia with regard to the Confidential Information with terms and conditions no less stringent than the obligations contained in this Agreement.
5. Unless otherwise stipulated in a third party agreement, any granting organization's guidelines, rules and regulations, or any other agreement which governs the Research ("**Sponsorship Agreement**"), it is acknowledged that:
 - 5.1 The Researcher/Student who is financially or otherwise supported by Concordia through research grants, contracts or other sources, with respect to the Research which may form part of his or her thesis, shall have the right to publish such research output in a thesis or elsewhere with appropriate attribution subject to the provisions of the Sponsorship Agreement. Unless otherwise stipulated in a Sponsorship Agreement, all publications in relation to the Research are subject to the following mechanism:
 - 5.1.1 Dr. [REDACTED] shall be provided with copies of any proposed publication at least ninety (90) days in advance of disclosure of such publication;
 - 5.1.2 If Dr. [REDACTED] does not object, in writing, to such disclosure within forty-five (45) days of receipt of such copies, the Researcher/Student shall be free to proceed with the publication. In the event written objection is made, Dr. [REDACTED] and the Researcher/Student shall work towards an acceptable version of the publication within sixty (60) days of receipt of the original copies;
 - 5.1.3 Should Dr. [REDACTED] and the Researcher/Student be unable to reach an agreement with respect to such publication within the sixty (60) day period provided for in section 5.1.2 above, the matter shall be immediately submitted by Dr. [REDACTED] to the Dean of the relevant faculty for a final decision. Such final decision shall be rendered within thirty (30) days from the date the matter was submitted to the Dean in writing;
 - 5.1.4 Unless otherwise agreed to in writing with Dr. [REDACTED], Dr. [REDACTED] shall be the corresponding author on all publications and thus the

point of contact with a publisher. Authorship rights of the Researcher/Student will be recognized in publications based on and in proportion to his/her intellectual contribution.

Concordia reserves the right to demand that Concordia's name and/or that of any of its employees, agents or representative be removed from any publication.

- 5.2 The Student shall retain copyright in their thesis. Upon submission of a thesis by the Student, the Student shall be deemed to have granted Concordia a non-exclusive, royalty-free license to reproduce, archive, preserve, conserve, communicate to the public by telecommunication or on the internet, loan, distribute the thesis worldwide for non-commercial purposes, in any format including electronic. In the event of a deferment of a thesis for distribution or publication, it is understood that Concordia's license to communicate, loan, and/or distribute shall only take effect as of the expiry of the agreed upon deferment period.

Copies of relevant Sponsorship Agreement(s) shall be made accessible to the Researcher/Student by Dr. [REDACTED] upon receipt of a written request by the Researcher/Student.

6. Notwithstanding Section 5 above, Concordia retains ownership of the Intellectual Property developed under the Research. Without limiting the generality of the foregoing, Intellectual Property shall include, without limitation, trademarks and applications for trademarks, commercial names, certification marks, patents and patent applications, formulae, processes, inventions, technical expertise, software, commercial secrets, industrial drawings and other similar goods or rights, whether registered or not, and whether or not protectable, including all reports, drawings, methods, improvements, specimens and descendants, micro-organisms, biological material, enzymes, germplasms, cultivars, genetically modified organisms, mutants, products, chemical synthesis and genetic engineering products, and devices. The Researcher/Student may not publish, protect, commercialize or otherwise use, improve or exploit such Intellectual Property absent a written agreement with Concordia.

Upon request from Concordia, the Researcher/Student shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as Concordia may require, from time to time, to proceed with the protection and commercialization of the Intellectual Property.

7. The Researcher/Student herein waives any and all copyright, including moral rights, as defined in the *Copyright Act* of Canada (R.S., 1985, c. C-42), they may have in software code and related reports developed under the Research.
8. For the avoidance of doubt, the inventive contribution by the Researcher/Student to the creation of any Intellectual Property shall be recognized by Concordia and be reflected in any eventual revenue distribution agreement signed between Concordia and the contributors to the creation of such Intellectual Property.

9. Should the Researcher's/Student's relationship with Concordia terminate for any reason, the Researcher/Student undertakes to immediately return any and all Confidential Information in their possession. Concordia may request an affidavit signed by the Researcher/Student attesting that no information has been copied or withheld.
10. The use of Intellectual Property belonging, in whole or in part, to a third party is strictly prohibited absent the prior written permission of the rightful owner of such Intellectual Property. Concordia's Office of Research shall be immediately informed of such intended use and shall be provided with a copy of the written permission of the rightful owner of the Intellectual Property in question.
11. The Researcher/Student understands and recognizes that irreparable injuries may be incurred by Concordia in the event of any breach of any term of this Agreement such that ordinary remedies available at law for damages may be inadequate to protect Concordia or its stakeholders against such breach. The Researcher/Student therefore agrees that, in the event of a breach of any term or terms of this Agreement, Concordia shall be entitled, in addition to such other remedies, damages, and relief as may be available under applicable law, to the granting of injunctive relief without proof of actual damages.
12. This Agreement shall be construed and interpreted according to the laws of Quebec and Canada.
13. This Agreement shall supersede all documents or agreements between the Parties, whether written or verbal, in respect of the subject matter thereof.
14. The Parties have requested that this Agreement and all documents, notices and correspondence relating thereto be prepared in English. / Les parties reconnaissent avoir exigé que la présente convention et tous les documents, avis et correspondance y afférents soient rédigés en anglais.

WHEREOF the Parties have signed:

FOR CONCORDIA UNIVERSITY

RESEARCHER/STUDENT

XXXXXXXX

Associate Vice-President Research
Strategic Initiatives and Partnerships

[Print Researcher/Student name]

Researcher/Student

Dr.
Supervising Faculty Member

RESEARCH AGREEMENT

Between

[OTHER PARTY'S LEGAL NAME], a corporation incorporated under the laws of [PROVINCE/COUNTRY], having its registered office at [OTHER PARTY'S COMPLETE ADDRESS] (the "Company"), herein represented by _____ duly authorized to sign the present Agreement on behalf of the Company.

And

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8, (the "University") herein acting and represented by _____ duly authorized as s/he so declares.

(PREAMBLE OPTIONAL)

Whereas: _____
Company's business is to ... _____
Company desires to develop (?) with the help of University's ... _____
University's expertise in the area of ;

WHEREAS Company understands clearly the uncertainties and other risks commonly related to scientific research and experimental development, and therefore also understands that University can perform specifically agreed tasks but does not guarantee that any foreseeable or specific product or technology will result from the project; and

WHEREAS whatever the outcome of the present project, Company and University (the "Parties") intend in good faith to comply with all the obligations outlined in the present Agreement.

COMPANY AND UNIVERSITY HEREBY AGREE AS FOLLOWS:

1 OBJECTIVE

University shall perform the work described in Article 2 entitled (TITLE), hereinafter referred to as "Project", per the terms and conditions set forth herein.

2. SCOPE OF WORK

The scope of work is (DESCRIPTION or "outlined in Appendix A").

3. DELIVERABLE(S)

Deliverable(s) are defined as follows and shall be delivered to Company according to the following schedule:

Deliverable

Due Date

Unless University is notified to the contrary by Company, in writing, within twenty five (25) business days following receipt of the deliverable(s), the deliverable(s) will be deemed to have been accepted by Company according to the terms and conditions of this Agreement.

4. PRINCIPAL INVESTIGATOR

The principal investigator of the Project shall be _____ of the University's Department of _____ ("Principal Investigator") who is responsible for the technical content of the Project.

5. BASIS OF PAYMENT

In consideration of University carrying out the Project, Company shall pay University (Choose A or B)

- A) the firm sum of _____ Canadian dollars (\$_____) plus any applicable GST or QST.
- B) the cost of the work to a maximum amount of _____ Canadian dollars (\$_____) plus any applicable GST or QST in accordance with the budget appearing in Appendix B.

6. METHOD OF PAYMENT

6.1 The sum stipulated in Article 5 above shall be paid by Company within thirty (30) days of receipt of invoice(s) according to the following schedule:

(Date of invoice & milestone if applicable)	(Amount)
---	----------

6.2 University will send invoice(s) to:

6.3 Company will make payments payable to Concordia University and remit same to the following address:

Restricted Funds & Finance
Concordia University
1455 de Maisonneuve West, GM-700
Montreal, Quebec H3G 1M8

6.4 Interest may be charged at the rate of one and a half per cent (1.5%) per month on amounts not paid within thirty (30) days of the date of the invoice.

7. FINANCIAL LIMITATION

The total financial obligation of Company is limited to (print amount) Canadian dollars (\$_____).

Said amount shall not be exceeded without prior written authorization of a duly authorized representative of Company. University shall not be obliged to perform any work beyond the Scope of Work defined in Article 2 above.

8. TERM

The present Agreement shall have an effective date of _____, 20____ and shall terminate on _____, 20____ ("Term").

9. AMENDMENTS

This Agreement may only be amended by written agreement duly executed by authorized representatives of the Parties.

10. SUBCONTRACT(S)

Neither Party shall subcontract any work to be performed except as specifically set forth in this Agreement.

11. EQUIPMENT

All equipment and/or materials purchased by University as part of the Project shall remain the property of University.

12. CONFIDENTIALITY

Company and University may disclose Confidential Information, as defined below, one to the other, to facilitate work under this Agreement. Such Confidential Information shall be safeguarded and will only be disclosed to individuals who have a "need to know" within the Company or the University. Each Party shall also strictly protect such Confidential Information from disclosure to third parties. Unless otherwise agreed to in writing, the terms and conditions of this Agreement shall be deemed Confidential Information except as provided for by law.

"Confidential Information" means any information which is confidential in nature or that is treated as confidential by a Party and that is furnished or transferred by or on behalf of such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether such information is or has been conveyed verbally or in written or tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, including but not limited to, scientific, technical, financial or business information, data, ideas, concepts or know-how, formula, analysis, process, design, sketch, photograph, plan, drawing, specification, sample, report, study, finding, prototype, invention, patent application, and in particular shall also include, any register, lab book, pre-development result and/or other research data and result arising from the Project that is considered and treated as being confidential by the Disclosing Party. Confidential Information disclosed in tangible or electronic form may be identified by Disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered as confidential by a party exercising reasonable judgment from being treated as Confidential Information by Receiving Party. Where the information is disclosed verbally or visually and the Disclosing Party requires that the Receiving Party maintain the confidential nature of the

information, the Disclosing Party shall express a verbal statement of confidentiality at the time of disclosure together with confirmation in writing within thirty (30) days of such disclosure.

Notwithstanding anything to the contrary herein, the following will not constitute Confidential Information for the purposes of this Agreement:

- 12.1 information that Receiving Party can show, by documentary evidence, was known by it prior to receiving such Confidential Information from the Disclosing Party;
- 12.2 information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by Receiving Party in breach of this Agreement;
- 12.3 information that is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source is not in breach of its obligations of non-disclosure towards Disclosing Party;
- 12.4 information that Receiving Party can show, by documentary and competent evidence, to have been developed independently by Receiving Party without using the Confidential Information; or
- 12.5 information of which Disclosing Party has authorized the unrestricted disclosure.

In the event that Receiving Party is compelled by law, regulation or order of court or administrative body to disclose any of Disclosing Party's Confidential Information, Receiving Party shall be entitled to disclose such Confidential Information subject to the requirements of this Section 12. Receiving Party shall promptly provide Disclosing Party with written notice of such requirements so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement, which waiver may not be unreasonably withheld. In the event that such protective order or other remedy is not obtained, or that Disclosing Party waives compliance with the provisions hereof, Receiving Party agrees to furnish only that portion of Disclosing Party's Confidential Information which is legally required and to exercise best efforts to obtain assurances that the information disclosed will be treated in confidence.

Receiving Party agrees that Disclosing Party may be irreparably injured by a breach of this Section 12 and that Disclosing Party may be entitled to seek equitable relief, including injunctive relief, specific performance and any other relief that may be available from any court to prevent breaches of this Section 12 and to enforce specifically the terms and provisions hereof in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which Disclosing Party may be entitled at law or in equity in the event of any breach of the provisions hereof. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

13. PUBLICATION

- 13.1 The Parties recognize that it is part of the University's mandate to disseminate information and to make it available for the purpose of scholarship. They further recognize that the disclosure of certain technical information may destroy its commercial value. Disclosures include: theses, articles, seminars and other oral or written presentations ("**Disclosures**").

- 13.2 A Party wishing to disclose information relating to or derived from the Project (“**Publishing Party**”) will provide notice of such intention and will furnish the other Party (“**Notified Party**”) with copies of any proposed Disclosure (“**Proposed Disclosure**”) at least forty-five (45) days in advance of its intended dissemination. Such notice shall include the intended date of dissemination. The Notified Party shall have thirty (30) days after receipt of such Proposed Disclosure, to object to such Proposed Disclosure on the basis that it contains the Notified Party’s Confidential Information or discloses Intellectual Property for which the Notified Party intends to seek patent protection. Where the Notified Party does not object in writing within thirty (30) days of receipt of the Proposed Disclosure, the Publishing Party may proceed with the dissemination of the Disclosure, subject to the terms of Section 12 herein concerning the protection of Confidential Information.
- 13.3 Where a Notified Party makes a timely objection to a Proposed Disclosure on the grounds that it contains the Notified Party’s Confidential Information, the Publishing Party shall remove any such Confidential Information from the Proposed Disclosure as requested by the Notified Party. The Parties will negotiate in good faith to arrive at an acceptable version of the Proposed Disclosure within the forty-five (45) day period foreseen in Section 13.2 above.
- 13.4 Where a Notified Party makes a timely objection to a Proposed Disclosure on the grounds that it discloses Intellectual Property, as such term is defined below, for which the Notified Party intends to seek protection, the Publishing Party shall delay the Proposed Disclosure. Such delay shall not exceed five (5) months from the date of receipt by the Publishing Party of such written objection to the Proposed Disclosure.
- 13.5 The Parties agree there shall be no delay in the defense of a student’s thesis or in a student’s graduation. Where the Notified Party has requested a delay pursuant to Section 13.4 above, the University shall
- 13.5.1 arrange for any thesis that includes or discusses Intellectual Property for which the Notified Party intends to seek protection be submitted and examined in confidence, and
 - 13.5.2 ensure that any examiner not already covered by a suitable obligation of confidentiality sign a confidentiality and non-use agreement for that purpose, and
 - 13.5.3 not make the student’s thesis public for a period not to exceed five (5) months from the date written objection was received from the Notified Party.
- 13.6 The Parties shall make all reasonable efforts to ensure delays in dissemination do not prevent or unduly delay a student’s graduation.
- 13.7 The University shall be free to publish information relating to or derived from the Project twelve (12) months after termination of this Agreement subject to Section 12 above.

14. INTELLECTUAL PROPERTY

For the purposes of this Agreement:

- 14.1 **"Invention"** means any new and useful art, process, methodology, technique, machine, manufacture or composition of matter, or any new and useful improvement of any art, process, methodology, technique, machine, manufacture or composition of matter.
- 14.2 **"Computer Software"** means computer programs, in either source or object code, computer program documentation recorded in any form or medium and computer databases, including any modification to such programs, documentation and databases.
- 14.3 **"Intellectual Property"** includes any idea, improvement, Invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any Computer Software or any work subject to copyright, whether or not such design or copyright is registered or registrable.
- 14.4 **"Background Intellectual Property"** means all Intellectual Property conceived, developed, or reduced to practice by the University or by the Company prior to, or independent of, their participation in the Project. Company and University will remain the owners of their respective Background Intellectual Property. For greater clarity, no Party's Background Intellectual Property will be affected by this Agreement and nothing in this Agreement will be interpreted as implicitly or explicitly transferring any right, interest or title to such Background Intellectual Property.
- 14.5 The Company and University hereby grant to each other a non-exclusive right of use to their respective Background Intellectual Property for the sole purpose of realizing work under the Project, which grant terminates upon completion or termination of the Project.
- 14.6 **"Company Project Intellectual Property"** means Project Intellectual Property which is first conceived or reduced to practice solely by Company during the course of the Project in the performance of the Work detailed in Appendix A without the substantive creative, inventive or intellectual contribution of the University.
- 14.7 **"Joint Project Intellectual Property"** means Project Intellectual Property which is first conceived or reduced to practice jointly by Company and University during the course of the Project in the performance of the Work detailed in Appendix A. The Parties shall jointly own such Joint Project Intellectual Property commensurate with their respective inventive contribution to its development.
- 14.8 **"Project Intellectual Property"** means Intellectual Property which is first conceived or reduced to practice during the course of the Project in the performance of the Work detailed in Appendix A.
- 14.9 **"University Project Intellectual Property"** means Project Intellectual Property which is first conceived or reduced to practice solely by the University during the course of the Project in the performance of the Work detailed in Appendix A without the substantive creative, inventive or intellectual contribution of the Company.

PROTECTION OF PROJECT INTELLECTUAL PROPERTY

14.10 The Parties shall promptly notify each other of any Project Intellectual Property. Where a Party is the sole owner of Project Intellectual Property, that Party shall be responsible for its protection, at its sole discretion.

14.11 Should University not wish to seek patent protection for University Project Intellectual Property, Company may request University to apply for and to maintain such patent protection. University shall agree to Company's request and diligently take all steps available to obtain patent protection, provided that Company agrees to cover reasonable out-of-pocket expenses associated with the filing, prosecution and maintenance of any such patent applications to the extent that Company remains interested in pursuing or maintaining same. University shall provide an estimate of such costs in advance of incurring same so that Company may decide whether it is interested in continuing with the prosecution or maintenance of such patent applications.

In all such cases the patent will be filed in the name of the University and the University shall keep Company advised as to all developments with respect to patent applications and shall promptly supply Company with copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Company to provide its instructions in connection therewith.

14.12 The Parties shall jointly decide whether the Joint Project Intellectual Property in question should be protected and how it shall be protected. Unless otherwise agreed to by the Parties at the time of protection, all expenses related to the filing, prosecution and maintenance of any protection measures shall be shared in proportion to the respective inventive contribution of the Parties to such Joint Project Intellectual Property.

COMMERCIAL EXPLOITATION OF PROJECT INTELLECTUAL PROPERTY

14.13 University hereby grants to Company for a period of three (3) months following disclosure of University Project Intellectual Property (the "**Option Period**") an option ("**Option 1**") to negotiate a royalty-bearing license to such University Project Intellectual Property.

14.14 The terms and conditions of such a license shall be negotiated in good faith and shall take into consideration criteria such as:

14.14.1 the nature and the value of any Background Intellectual Property necessary to give effect to the University Project Intellectual Property;

14.14.2 the extent of the rights conferred in the license including, without limitation, elements such as territory, duration, level of exclusivity and jurisdiction.

14.15 Should the Parties fail to conclude a license agreement within three (3) months following the exercise of Option 1, or such longer period as mutually agreed to in writing, Option 1 shall become null and void, and the University will be free to pursue the commercialization

of University Project Intellectual Property including but not limited to the granting of exclusive rights to a third party.

- 14.16 If this Agreement is terminated as a result of a default of Company or Company fails to, or elects not to, exercise Option 1 during the Option Period, University shall be free to pursue the commercialization of University Project Intellectual Property including but not limited to the granting of exclusive rights to a third party.
- 14.17 The University hereby grants to the Company for a period of six (6) months after the termination of the present Agreement an option to negotiate, in accordance with the conditions identified in Sections 14.14, a royalty-bearing license to University's share of Joint Project Intellectual Property ("**Option 2**").
- 14.18 Where Option 2 is not exercised by the Company, the Parties shall keep each other informed of any potential commercial exploitation of the Joint Project Intellectual Property. In the event that a Party identifies a way to generate revenue from the Joint Project Intellectual Property, the Parties shall negotiate, in good faith and in a timely manner, a commercially reasonable agreement with respect to the sharing of such revenue.
- 14.19 Subject to the terms of Section 12 above, and notwithstanding any licenses granted in accordance with this Section 14, University shall retain a worldwide, perpetual, irrevocable, non-exclusive license and right to use all Project Intellectual Property, for teaching and research purposes.
- 14.20 Company shall have a worldwide, royalty-free non-exclusive license and right to use all Project Intellectual Property, solely for non-commercial internal research purposes.

15. PUBLICITY

Neither Party shall, without prior written authorization from the other, use any trade or service mark(s) owned or controlled by the other Party. Additionally, neither Party shall use the name of the other Party, nor of any employee of the other Party, in any advertising or publicity without the prior written approval of an authorized representative of the other Party. Notwithstanding the foregoing, the Parties agree that they shall be free to disclose a) the names of the Parties and the nature of the partnership established herein, without disclosing the contents of the Agreement, b) the

names of the University participants, c) the title of the Project, d) the duration of the Project, and e) sum to be paid or paid for the Project, without prior authorization from the other Party.

16. WARRANTY

- 16.1. All Background Intellectual Property, if provided, is provided on an "as is" basis with no representations, warranties or conditions, express or implied, with respect therein. However, the Parties represent that, to the best of their knowledge, their respective Background Intellectual Property does not infringe upon any rights of third parties. All implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed and excluded.

- 16.2. University makes no warranties, express or implied or statutory, with respect to the Project deliverables, including without limitation, University Project Intellectual Property or Joint Project Intellectual Property. University does not warrant that the deliverables will be error free or that they will meet Company's requirements. All implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed and excluded.
- 16.3. The Parties specifically make no warranties or representations, express or implied, concerning whether or not the exercise of the rights granted under or pursuant to this Agreement will result in an infringement of any rights or patents or copyrights held by third parties.
- 16.4. The Parties will promptly inform one another if the exercise of any right under this Agreement is discovered to infringe the rights of any third party. Each Party will provide reasonable assistance to the other Party, at such other Party's expense, in connection with any claim arising from the Party's performance under this Agreement or from the license rights granted under this Agreement.

17. LIABILITY AND INDEMNITY

- 17.1. Each Party hereby agrees to indemnify, defend and hold harmless the other Party, its officers, agents, and employees, against all costs, suits, claims on account of injuries (including death) to persons participating in the Project, or damage to the other Party's property during the performance of the Project.
- 17.2. The Company shall indemnify the University against all costs, suits, or claims resulting from the use by the Company or its customers or licensees of any project results or Project Intellectual Property developed under the Agreement.

18. TERMINATION

- 18.1. In addition to any other rights and remedies available to a Party, either Party may immediately terminate this Agreement in the event of a default of the other Party of its obligations hereunder, provided that the default has not been remedied within thirty (30) days of receipt of written notification of such default. Default on the part of the University may include the death or departure of the PI.
- 18.2. Company's participation in the Project shall be automatically terminated and University released of its obligations to Company under the terms of the Agreement should Company become bankrupt or insolvent, make an assignment for the benefit of creditors, take the benefit of any statute relating to bankrupt or insolvent debtors, or should an order be made or a resolution passed for the winding up of Company.
- 18.3. Company shall pay for all expenses up to termination and for reasonable commitments made by University, prior to date of notice of default, related to the Project for which University is financially responsible.

18.4 In the event University terminates the Agreement pursuant to Articles 18.1 or 18.2 above, any rights that may have accrued for the benefit of Company prior to such termination, including but not limited any rights to Project Intellectual Property granted under Article 14 of this Agreement, shall be deemed null and void.

18.5 Notwithstanding the foregoing, the rights granted to University in Articles 14.5 and 14.19 above shall not be affected by the termination of the Company's participation in the Project.

19. NOTICES

All notices under the terms of this Agreement shall be given in writing and sent by registered mail, facsimile transmission, e-mail or shall be delivered by hand to the following addresses:

Company:

University:

Concordia University
1455 de Maisonneuve West, GM-900
Montreal, Quebec
H3G 1M8
Attn: Associate Director, Research Partnerships and Innovation

All notices shall be presumed to have been received when they are hand delivered or receipt acknowledged when they are e-mailed, or five (5) business days after their mailing, or on the business day following the day of facsimile transmission.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

21. ASSIGNMENT

No right or obligation related to this Agreement shall be assigned by either Party without the prior written permission of the other, such permission not to be unreasonably withheld. Notwithstanding the foregoing, the Company may assign this Agreement to a wholly-owned subsidiary or to a successor of all or substantially all of Company's business without such permission and the Concordia may assign its rights in Intellectual Property to a third party agent for purposes of evaluation, protection and commercialization of such Intellectual Property.

22. FORCE MAJEURE

No Party to this Agreement shall be liable to the other Party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to circumstances beyond its control, including but not limited to, any fire, power failure, labour dispute or government measure ("Force

Majeure”). The Parties agree that the deadline for fulfilling the obligation in question shall be extended for a period of time equal to that of the continuance of the Force Majeure.

23. SURVIVAL OF ARTICLES

The following sections shall survive the expiration or termination of this Agreement regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 5 (Basis of Payment), Section 6 (Method of Payment), Section 12 (Confidentiality), Section 14 (Intellectual Property), Section 15 (Publicity), Section 16 (Warranty), Section 17 (Liability and Indemnity), Section 20 (Governing Law) and Section 21 (Assignment).

24. SEVERABILITY

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of

this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

25. WAIVER

A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

26. CONFLICTS

In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any appendix to this Agreement, the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.

27. APPENDIX/APPENDICES (OPTIONAL)

The attached appendix/appendices shall form an integral part of this Agreement.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.

29. LANGUAGE (For the Province of Quebec only)

The Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

30. SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted by facsimile or in a PDF file shall be acceptable to bind each Party and shall not affect the validity of the Agreement in any way.

31. REPRESENTATIONS

The Parties herein represent that they have the authority to enter into this Agreement and that their respective performance of their obligations under this Agreement will not conflict with any other contracts, agreements, or understandings to which they are a party.

AND THE PARTIES HAVE SIGNED, on this _____ day of _____ 20 _____.

FOR UNIVERSITY

FOR COMPANY

Associate Vice-President Research
Strategic Initiatives and Partnerships
Office of the Vice-President, Research and
Graduate Studies

(Name and Title)

Acknowledgement

I, _____, the Principal Investigator, having read and understood this Research Agreement, hereby agree to act in accordance with all the terms and conditions herein.

I agree to assign to Concordia University all Intellectual Property generated by me in connection with this Agreement (**TO BE INSERTED AS REQUIRED: and waive in favor of Concordia University, my moral rights in any Computer Software generated by me in connection with this Agreement**). Furthermore, upon request from the University, I shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts and documents as may be required by the Office of Vice-President, Research and Graduate Studies.

I further agree to ensure that all University participants engaged in the performance of the Project, are informed of their obligations under such terms and conditions and to procure from them, prior to their initial participation in the Project, an executed Intervention of a Participant in the Project (Appendix C).

Date: _____

AGREEMENT FOR SERVICES

BETWEEN

[**OTHER PARTY'S LEGAL NAME**], a corporation incorporated under the laws of [**PROVINCE/COUNTRY**], having its registered office at [**OTHER PARTY'S COMPLETE ADDRESS**] (the "**Company**"), herein represented by _____ duly authorized to sign the present agreement on behalf of the Company.

AND

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8, (the "**University**") herein acting and represented by _____ duly authorized as s/he so declares.

The following services will be provided by _____ of the University's Department of _____ per the scope of work attached (the "**Project**"), which shall form an integral part of the Agreement.

This Agreement shall commence on the effective date of _____, 20 ____ and terminate on _____, 20 ____ ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

Company shall pay University the firm sum of _____ Canadian dollars (\$_____) payable within thirty (30) days of date of an invoice. Interest may be charged at the rate of one and a half (1.5) percent (%) per month on amounts not paid within said thirty (30) days of the date of an invoice.

Either Party may immediately terminate this Agreement in the event of material breach by the other Party of its obligations hereunder, provided that such breach is not cured by the defaulting Party within thirty (30) days of receipt of written notification specifying the nature of such breach. Upon termination for reason of default, Company shall pay University for:

- a. all expenses reasonably incurred up to the date of termination, and
- b. all non-cancellable commitments made by University related to the Project prior to the date of notice of default.

The Parties hereby agree to indemnify, defend and hold harmless the other Party, its officers, agents, and employees, against all costs, suits, claims on account of injuries (including death) to persons participating in the Project, or damage to the other Party's property during the performance of the Project.

Company shall indemnify University against all costs, suits, or claims resulting from the use by Company or its customers or licensees of any Project results.

This Agreement may only be amended by written agreement duly executed by authorized representatives of the Parties.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

The Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

For University

For Company

(name)

(name)

Associate Vice-President Research,
Strategic Initiatives and Partnerships
Office of the Vice-President,
Research and Graduate Studies

Dated: _____

Dated: _____

Acknowledgement

I, _____, the Principal Investigator, having read and understood this Agreement for Services, hereby agree to act in accordance with all the terms and conditions herein.

Principal Investigator

Date: _____

DECLARATION OF INVENTION

*The purpose of this form is to notify the University and CUFA of your potential invention and any relevant sponsorship and publication history. A copy of **PART I** of this form will be forwarded to CUFA, while **PARTS I and II** will be used by the University to initiate appropriate procedures. This form should be submitted when something new and useful has been conceived or developed, or when unusual, unexpected or unobvious research results have been achieved and can be used. Please attach additional pages where space provided for answers is insufficient.*

PART I

Inventions may include new processes, software, methods, products, apparatus, compositions, living organisms or improvements or new uses of existing inventions. In deciding upon a title for the invention, please use a brief descriptive title to assist in identifying the invention.

Title of Invention :

Declarant's Name:	Declarant's Department:

Date of Declaration:

Section 1. Concordia Inventors (including declarant)

Please list all Concordia-based inventors. For the sake of clarification, an inventor is an individual who has conceived or contributed an essential element of the invention, either alone or jointly with others, during the evolution of the concept or reduction to practice.

An inventor will therefore have made an inventive contribution. To give an example, testing a prototype is not an inventive contribution, while contributing ideas which lead to the improvement of the invention once the testing has been carried out, would be considered an inventive contribution. In the context of the invention which is being declared, "inventor" shall refer to any co-inventor where there is more than one inventor.

Please reproduce this page 2 (Concordia Inventors) as often as required if there are more than two Concordia inventors.

INVENTOR			
NAME		Citizenship	
TITLE & DEPARTMENT			
Addresses			
HOME			
University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax :		<i>E-mail</i>	

INVENTOR			
NAME		Citizenship	
TITLE & DEPARTMENT			
Addresses			
HOME			
University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax :		<i>E-mail</i>	

Please list all non-Concordia inventors, that is to say any inventor who is not an employee, staff or student of Concordia. Please reproduce this page 3 (Non-Concordia Inventors) as often as required if there are more than two non-Concordia inventors.

INVENTOR			
NAME		Citizenship	
COMPANY/ UNIVERSITY			
Addresses			
HOME			
Company/ University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax :		<i>E-mail</i>	

INVENTOR			
NAME		Citizenship	
COMPANY/ UNIVERSITY			
Addresses			
HOME			
Company/ University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax :		<i>E-mail</i>	

Section 3. *Distribution of contribution to the Invention*

This section set outs what proportion of inventive contribution each inventor contributed to the invention. Please note that by signing this section, the inventors acknowledge that a) they are in agreement as to each

inventor's inventive contribution to the invention and b) no other person has made an inventive contribution to the invention.

Name of Inventor	Contribution (%)	Signature	Date
	Total 100%		

Section 4. Funding

Please identify any source of funding used in the development of the invention.

<i>Context of the development of the Invention</i>			
A.	Is this invention the result of research carried out under:	a) a contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		b) a grant?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		c) an inter-university collaboration?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		d) a material transfer agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Other source :		

B.	<i>If there has been funding from any source, please provide the identity of the sponsor, the name of the project which was sponsored, the reference number for the contract/grant which governs the project and the name of the principal investigator for the project:</i>
C. Did any of the funding require assignment of any intellectual property rights associated with the invention?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, please provide details:	
D. Have any of the inventors signed a waiver of ownership?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, please provide details:	
E.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Has the invention been declared to the sponsor(s)?</i>	
<i>If so, please provide the details :</i>	
F. Is this invention a “Qualifying Invention” as this term is defined in article 27.[x] of the CUFA collective agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5. *Third Party Proprietary Material, Software, etc.*

<i>Third Party technology</i>	
Was this invention developed with the use of any third party proprietary biological, chemical or physical material or substance, or that relies on such material or substance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the invention incorporate or require proprietary third party software?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, please provide details of any contracts signed to give you access to such third party technology:	

Section 6. *Concordia to commercialize the invention*

In accordance with the CUFA collective agreement, faculty members are provided the option to pursue commercialization efforts on their own behalf. Please consult article 27 of the CUFA collective agreement for further details.

Commercialization	
Do the inventors wish Concordia to handle this invention?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 7. *Signatures of Inventors*

Please note that by signing this declaration of invention, the inventors confirm that the information they have provided in parts I and II of the declaration is true and accurate.

<i>Signatures of Inventor(s)</i>			
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date

Section 8. Confirmation of Office of Research

This section is to be completed by the Office of Research and will be signed once all the documents required by this form have been provided and all the relevant questions have been answered with such relevance being determined after consultation with the Declarant.

Reviewed and confirmed to be complete	
Have all the required documents been provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have all the relevant questions been answered?	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____ Associate Vice-President Research Strategic Initiatives and Partnerships Research and Graduate Studies	_____ Date
Date sent to CUFA: _____	

IMPORTANT NOTE: In accordance with the provisions of article 27.[x] of the CUFA agreement, Concordia reserves the right to validate the information provided by the Declarant herein. Should Concordia wish to challenge any such information, the Declarant and CUFA shall be so advised in writing within 30 days of the above-stated date on which the Declaration of Invention was reviewed and confirmed to be complete.

PART II

Title of Invention:

The information provided in this section shall be used for evaluating the commercial potential of the invention and shall be kept strictly confidential.

Section 9. Description of the Invention

Please provide: i) a brief description of the invention which may be used for marketing purposes and must therefore not contain any confidential information (it should describe what the market applications are and what advantages it has over existing products) and ii) a more detailed description which answers the questions identified in item B.

Description of the Invention
A. Brief description of the invention :
Detailed Description
B. Please attach a detailed description of your invention which a) includes any graph, pictures, flowcharts, drawings and anything else that may help to illustrate your invention and b) answers the following questions: <ul style="list-style-type: none">▪ What problem does the invention solve?▪ How has the problem been dealt with up to now?▪ What are the limitations of any existing product or technology and how does the invention overcome such limitations?▪ What are the original aspects of your invention?▪ Can you suggest any immediate uses for your invention? Do you foresee any future applications of the invention and if so, what are they?▪ Can you provide references in published literature or patents that relate to your invention?

Section 10. Status of Invention at time of declaration

This section aims to determine the extent of development of the invention and to what extent further development is required.

<i>Development Status of Invention</i>	
<p>A. When was the invention conceived? (For the sake of clarity, conception involves the formulation of the complete means for solving a problem. The mere recognition of a desirable result, or of a problem, or of a general approach to solving the same, without the formulation of the physical structure to accomplish that result or to solve the problem, will not suffice to constitute conception.)</p>	_____
	Date
<p>B. When was the invention first reduced to practice?</p>	_____
	Date
<p>C. What is the extent of development of the invention? (i.e. an idea, rough working model, prototype, etc.)</p>	
<p>D. Is work on the invention continuing? Are there limitations to be overcome or other tasks to be done prior to practical application? Are there any test data?</p>	

Section 11. *Publications and other disclosures of the Invention*

The answers provided to these questions might have a bearing on the ability to protect the invention.

<i>Disclosure of the Invention</i>	
A.	<p><i>Has the invention been disclosed by any of the inventors to any other person or entity? (written or oral communication, publications, internal or external presentations etc...)</i></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please provide the date: _____ and, if in writing, a copy of the relevant documentation)</p> <p>If so, was it disclosed under the terms of a confidentiality agreement?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If so, please provide details:</p>
B.	<p><i>Do you intend to disclose the invention in any way (including student theses) over the course of the next 6 months?</i></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If so, when and to whom?</p>

For further information, please contact the Office of Research at 848-2424 ext.: 4888, GM-900

Section D- URO119A

APPENDIX 9A - INVENTIONS MADE WITHOUT INVENTIVE CONTRIBUTIONS OF A CUFA MEMBER

DECLARATION OF INVENTION

The purpose of this form is to notify the University of your potential Invention and any relevant sponsorship and publication history. This form should be submitted when something new and useful has been conceived or developed, or when unusual, unexpected or unobvious research results have been achieved and can be used. Please attach additional pages where space provided for answers is insufficient.

PART I

The term, Invention, means any new and useful art, process, machine, manufacture or composition of matter, living organisms, any technical innovation or discovery, including those related to computer programming, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, any technical innovation or discovery, including, without limiting the foregoing, recombinant or genetic processes, or compositions involving biological materials.

(In deciding upon a title for the Invention, please use a brief descriptive title to assist in identifying the Invention).

Title of Invention :	
Declarant's Name:	Declarant's Department:
Date of Declaration:	

An Inventor is defined as any person who makes, discovers, or is directly responsible for an Invention, in whole or in part. In the context of the Invention which is being declared, "Inventor" shall refer to any Co-Inventor where there is more than one Inventor.

A Co-Inventor means any employee or student of the University, or any person from outside the University, who has made an inventive contribution to the Invention identified in this Declaration of Invention. Failure to identify and disclose all Co-Inventors will result in the delay or even denial of patent protection, since it may result in competing patent applications.

Please list all Concordia-based Inventors (Concordia Inventors). Please reproduce this page 2 as often as required if there are more than two Concordia Inventors.

INVENTOR			
NAME		Citizenship	
TITLE & DEPARTMENT/OFFICE			
Addresses			
HOME			
University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax		<i>E-mail</i>	

INVENTOR			
NAME		Citizenship	
TITLE & DEPARTMENT/ OFFICE			
Addresses			
HOME			
University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax		<i>E-mail</i>	

Section 2. *Inventors External to Concordia*

Please list all Inventors external to Concordia, that is to say any Inventor who is not an employee, staff or student of Concordia. Please reproduce this page 3 (Inventors External to Concordia) as often as required if there are more than two Inventors external to Concordia.

EXTERNAL INVENTOR			
NAME		Citizenship	
COMPANY/ UNIVERSITY			
Addresses			
HOME			
Company/ University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax		<i>E-mail</i>	

EXTERNAL INVENTOR			
NAME		Citizenship	
COMPANY/ UNIVERSITY			
Addresses			
HOME			
Company/ University			
Telephone Numbers			
<i>Home</i>		<i>University</i>	
Fax		<i>E-mail</i>	

Section 3. *Distribution of contribution to the Invention*

This section sets out what proportion of inventive contribution each Inventor has made to the Invention. Please note that by signing this section, the Inventors acknowledge and warrant that: a) each of them and all of them are in agreement as to each Inventor's inventive contribution to the Invention; and b) no other person has made an inventive contribution to the Invention.

Name of Inventor	Contribution (%)	Signature	Date
	Total 100%		

Section 4. *Funding*

Please identify any source of funding used in the development of the Invention.

<i>Context of the development of the Invention</i>			
A.	Is this Invention the result of research carried out under:	a) A contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		b) A grant?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		c) An inter-university collaboration?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		d) A material transfer agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Other source :		

B.	<i>If there has been funding from any source, please provide the identity of that source of funding, the name of the project targeted by the funding, the reference number for the contract/grant which governs the project and the name of the principal investigator for the project:</i>	
C. Did any of the funding require assignment of any intellectual property rights associated with the Invention?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, please provide all details and copies of all related documents:		
D. Have any of the Inventors signed a waiver of ownership?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, please provide all details and copies of all related documents:		
E. <i>Has the Invention been declared to the sponsor(s)?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If so, please provide all details and copies of all related documents:</i>		
F. Is this Invention a “Qualifying Invention” or an “Independent Invention” as these terms are defined under the Policy on Intellectual Property?	<input type="checkbox"/> Qualifying Invention <input type="checkbox"/> Independent Invention	
G. If an “Independent Invention”, does the Declarant want to enter into an agreement with the University to commercialize the Invention ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If Yes, the Inventor shall enter into an Agreement with the University in the form Appendix 10C</i>		

Section 5. *Third-Party Proprietary Material, Software, etc.*

<i>Third-Party technology</i>	
Was this Invention developed with the use of any third-party proprietary biological, chemical or physical material or substance, or that relies on such material or substance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Invention incorporate or require proprietary third-party software?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, please provide all details and copies of all related documents:	

Section 6. *Protection and Commercialization of an Invention*

In the event the University, at its discretion, assumes the total financial and management responsibility for obtaining intellectual property protection of an Invention, the Concordia Inventor(s) , at the request of the University, shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Office of Vice –President, Research and Graduate Studies may require, from time to time, to proceed with the protection and commercialization of the Invention.

Section 7. *Signatures of Inventors*

Please note that by signing this Declaration of Invention, the Inventors confirm that the information they have provided in parts I and II of the Declaration of Invention is true and accurate to the best of their knowledge. The Inventor(s) further acknowledge having read, understood and agree to be bound by the **Policy on Intellectual Property VPRGS-9**.

<i>Signatures of Inventor(s)</i>			
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date

Section 8. *Confirmation of Office of Research*
29-6-2021

This section is to be completed by the Office of Research and will be signed once all the documents required by this form have been provided and all the relevant questions have been answered with such relevance being determined after consultation with the Declarant.

DOI Confirmation of Completion	
Have all the required documents been provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have all the relevant questions been answered?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<hr/> Associate Vice-President Research, Strategic Initiatives and Partnerships Office of the Vice-President, Research and Graduate Studies	<hr/> Date

PART II

Title of Invention:

Section 9. Description of the Invention

Please provide: A) a brief description of the Invention which may be used for marketing purposes and must therefore not contain any confidential information (it should describe what the market applications are and what advantages it has over existing products). B) Please also provide a more detailed description which answers the questions identified in section B below.

Description of the Invention
A. Brief description of the Invention :
Detailed Description
B. Please attach a detailed description of the Invention which: a) includes any graphs, pictures, flowcharts, drawings and anything else that may help to illustrate the Invention and b) answers the following questions: <ul style="list-style-type: none">▪ What problem does the Invention solve?▪ How has the problem been dealt with up to now?▪ What are the limitations of any existing product or technology and how does the Invention overcome such limitations?▪ What are the original aspects of the Invention?▪ Can you suggest any immediate uses for the Invention? Do you foresee any future applications of the Invention and if so, what are they?▪ Can you provide references in published literature or patents that relate to the Invention?

Section 10. Status of Invention at time of declaration

The purpose of this section is to determine the extent of development of the Invention and to what extent further development is required.

Development Status of Invention

A. When was the Invention conceived? (For the sake of clarity, conception involves the formulation of the complete means for solving a problem. The mere recognition of a desirable result, or of a problem, or of a general approach to solving the same, without the formulation of the physical structure to accomplish that result or to solve the problem, will not suffice to constitute conception.)

_____ **Date**

B. When was the Invention first reduced to practice?

_____ **Date**

C. What is the extent of development of the Invention? (i.e. an idea, rough working model, prototype, etc.)

D. Is work on the Invention continuing? Are there limitations to be overcome or other tasks to be done prior to practical application? Are there any test data?

Section 11. Publications and other disclosures of the Invention

The answers provided to these questions will have a bearing on the ability to protect the Invention.

Disclosure of the Invention

A.

Has the Invention been disclosed by any of the Inventors to any other person or entity? (written or oral communication, publications, internal or external presentations, etc...)

Yes No (If yes, please provide the date: _____ and, if in writing, a copy of the relevant documentation)

If so, was it disclosed under the terms of a confidentiality agreement?

Yes No

If so, please provide details:

B.

Do you intend to disclose the Invention in any way (including student theses) over the course of the next 6 months?

Yes No

If so, when and to whom?

APPENDIX 10A

(University-led Commercialization)

BY AND BETWEEN:

CONCORDIA UNIVERSITY, a body corporate, duly constituted by Special Act of the National Assembly of Quebec, having its principal establishment located at 1455 de Maisonneuve Boulevard West, in the City and District of Montreal, Quebec, H3G 1M8, herein represented by the Associate Vice-President, Strategy and Operations, Office of the Vice-President, Research and Graduate Studies.

Referred to as the "University"

AND

domiciled and residing at _____

domiciled and residing at _____

(together referred to as the "**Inventor**" and together with the University the "**parties**")

WHEREAS the Inventor has produced an Invention entitled " _____ " (the "**Project Intellectual Property**");

WHEREAS in accordance with Article 5 of the Policy on Intellectual Property VPRGS-9, the Inventor has disclosed the Project Intellectual Property to the Office of Research by completing and signing a Declaration of Invention, (insert Concordia Reference File No. DOI 20XX-XX);

WHEREAS the Declaration of Invention has been received and signed by the Associate Vice-President, Strategy and Operations, Office of the Vice-President, Research and Graduate Studies of Concordia on (insert date from page 8 of DOI);

WHEREAS in Article 6 of the Policy on Intellectual Property the Inventor may enter into an agreement with the University to Commercialize, where possible, their interest in the Project Intellectual Property and the parties wish to provide for:

- (i) the assignment of rights and/or licensing of the Project Intellectual Property and its development and marketing;
- (ii) the allocation and payment of expenses incurred in obtaining, maintaining and defending patent protection for the Project Intellectual Property; and

- (iii) the receipt and division of royalties, fees, equity interests, revenues and other consideration received or derived from the licensing, sale or other Commercialization of the Project Intellectual Property

WHEREAS The Declaration of Invention as well as the present preamble form part of this Agreement (the "Agreement");

WHEREAS the Effective Date (the "Effective Date") of this Agreement shall be the date on which the last party signed;

NOW, THEREFORE, IN CONSIDERATION FOR THE MUTUAL COVENANTS, WARRANTIES AND FOR OTHER VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH THE PARTIES ACKNOWLEDGE, THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITIONS

All terms, unless otherwise defined herein, shall have the meaning assigned to them in the Policy on Intellectual Property VPRGS-9.

Effective Date means the latest date on which a party to this Agreement has signed and all references to the Effective Date shall mean the date on which the last person to sign affixed his or her signature.

Inventor includes the plural and refers either to a single Inventor or more than one Co-Inventor.

Project Intellectual Property means the Invention and legal rights relating to the Invention described in this Agreement, and any patent applications, patents, copyrights, trademarks, trade secrets, and any other legally protectable information, including computer software, which form part of the Invention or result from the Project Intellectual Property but that do not constitute a new and separate Invention.

2. PURPOSE OF THIS AGREEMENT

2.1 This Agreement applies only to matters relating to the Project Intellectual Property.

2.2 This Agreement governs the protection through patenting, copyright or other relevant applicable legislation regarding intellectual property, as well as the development and potential Commercialization of the Project Intellectual Property.

3. ASSIGNMENT

3.1 The Inventor hereby assigns to Concordia University all right, title and interest throughout the world in and to the Project Intellectual Property, as well as all corresponding right, title and interest in and to any patent which may be accorded with respect to the Project Intellectual Property, and to all divisions, reissues, continuations, continuations-in-part and extensions thereof.

3.2 The Inventor agrees that title to the Project Intellectual Property shall be held by and in the name of the University and that in order to Commercialize the Project Intellectual Property, the University has complete authority to apply for patents for and related to the Project Intellectual Property and the authority to take such other action as may be necessary or desirable to sell, assign, license or otherwise deal with the Project Intellectual Property.

- 3.3 The Inventor also agrees to sign and require all Co-Inventors to sign all documents, to execute all oaths and to do everything else possible to aid the University, its successors, assignees and nominees to obtain and enforce patent protection for the Project Intellectual Property.
- 3.4 The Inventor agrees that the University shall have control of the working, selling, assigning, or licensing or otherwise dealing with the Project Intellectual Property; however, the University shall consult with the Inventor and carefully consider any information or requests made to it concerning the Project Intellectual Property before proceeding with the working, selling, assigning or licensing to any third party.
- 3.5 Where the University has not initiated any reasonable action or has not diligently pursued the Commercialization of the Project Intellectual Property or has not taken any reasonable steps toward protection through patenting, through copyright, or under other relevant applicable legislation regarding intellectual property or toward Commercialization, within one (1) year of the Effective Date, the University shall be deemed to have abandoned its rights to the Project Intellectual Property, and shall assign all right, title and interest in and to the Project Intellectual Property back to the Inventor and shall not claim any costs or disbursements from the Inventor.
- 3.6 Under the circumstances contemplated in section 3.5 of this Agreement, where the Inventor does proceed to the protection or the Commercialization of the Project Intellectual Property, the sharing of Net Proceeds shall be that set out in Article 16 (ii) of the Policy on Intellectual Property VPRGS-9.

4. PROTECTION AND COMMERCIALIZATION OF THE PROJECT INTELLECTUAL PROPERTY

- 4.1 Upon the signing of this Agreement, the University shall make a preliminary evaluation of the commercial potential of the Project Intellectual Property and where that potential appears reasonable to the University, acting in its entire discretion, shall proceed to take whatever steps it deems appropriate for its protection and Commercialization.
- 4.2 Where the University determines, in its entire discretion, to Commercialize the Project Intellectual Property it will take reasonable measures to protect the said Project Intellectual Property. In pursuing Commercialization of the Project Intellectual Property, the University may have recourse to commercialization agents.
- 4.3 The Inventor shall be informed in writing by the University of all third-party interest in the Project Intellectual Property, and the Inventor agrees to respect and sign, where requested to do so by the University, any agreement with third parties relating to the protection and Commercialization of the Project Intellectual Property.
- 4.4 The Inventor shall be informed in writing by the University of any material development in any negotiations with third parties involved in the Commercialization of the Project Intellectual Property.
- 4.5 The Inventor hereby agrees to assist the University in Commercializing the Project Intellectual Property. Such efforts may include, but without limitation, the suggestion of names of potential licensees, the explanation and description of any technical aspects of the Project Intellectual Property which may be requested by the University to further discussions with any potential licensee or partner that may show interest in obtaining a licence or other rights to the Project Intellectual Property or for any other purpose which the University may consider will assist the Commercialization process. The Inventor further agrees to make himself/herself available to provide the assistance requested and to provide such written notes or other documentation as may be needed.

- 4.6 A copy of all agreements in final draft with any third party involved in the Commercialization of the Project Intellectual Property shall be provided to the Inventor ten (10) days prior to signature of any such agreement. All agreements with any third party shall be consistent with the rights of the University and the Inventor as set out in the Policy on Intellectual property VPRGS-9 and this Agreement or, as the case may be, with the provisions of any grant, contract or other form of research support agreement through which the development of the Project Intellectual Property was funded either in whole or in part. The Inventor shall cooperate fully with the University by signing all lawful papers required to confirm or give full effect to any such agreement with third parties.
- 4.7 The Inventor understands clearly that although the University undertakes to use its best reasonable efforts to evaluate the commercial potential of the Project Intellectual Property it does not guarantee that it shall pursue protection through patenting, copyright or other relevant applicable legislation regarding intellectual property or Commercialization of the Project Intellectual Property nor that, if it does pursue such activities that such protection or Commercialization efforts will be successful.

5. SHARING OF REVENUES

- 5.1 Subject to the terms of any third-party relationship established in accordance with section 4 hereto, where the University handles the protection and Commercialization activities relating to the Project Intellectual Property, all Net Proceeds related to the Commercialization of the Project Intellectual Property, shall be allocated between the University and the Inventors in accordance with Article 16 i) of the Policy on Intellectual Property

50% to the Inventors in the proportions identified under Section 3 of DOI 20XX-XX ;

AND

50% to the University

- 5.2 In the event the Commercialization of the Project Intellectual Property leads to the establishment of a legal person (body corporate) or other entity, whether incorporated or otherwise in any jurisdiction whether Canadian or foreign, (the "Company") for the exploitation or licensing of the Project Intellectual Property, the University, the Inventor and any third party shall negotiate their respective participation in the Company. Such negotiation shall be subject to the terms of this Agreement, and shall acknowledge this Agreement by signing it. Further, the amount of any development funds made available and the relevant mechanism through which it is repaid, the participation of any other parties, together with any other matter which the parties consider relevant, shall be subject to the terms of this Agreement.

- 5.3 All Net Proceeds shall be distributed on the basis of the annual financial statements but only when accumulated Net Proceeds are positive.

6. REPRESENTATIONS AND WARRANTIES

The Inventor makes the following representations and warranties, in the understanding that the University is relying upon them:

- 6.1 In the case of a sole Inventor, he or she hereby warrants and declares that he or she possesses all right, title and interest in the Project Intellectual Property and that to the best of his or her knowledge the Project Intellectual Property does not infringe the right, title or interest of any third party; and that further, he or she is able to assign, transfer or in any other manner deal with the Invention, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.
- 6.2 In the case of Co-Inventors, each of the Co-Inventors, hereby warrants and declares that he or she possesses all right, title and interest in the Invention in the proportions set out in Section 3 of DOI

20XX-XX and that to the best of his or her knowledge the Project Intellectual Property does not infringe the right, title or interest of any third party; and that further, he or she is able to assign, transfer or in any other manner deal with the Project Intellectual Property, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.

6.3 That where any background Intellectual Property has or will be used in connection with the Project Intellectual Property, that the Inventor hereby warrants and declares that he or she is entitled to use the background Intellectual Property.

7. CONFIDENTIALITY AND DISCLOSURE:

7.1 The whole of this section 7 shall survive the termination for any reason of this Agreement. The parties agree not to disclose and to maintain in confidence the Project Intellectual Property and any improvements. The Inventor shall advise the University in writing at least ninety (90) days in advance of any proposed disclosure relating to the Project Intellectual Property or improvements. If, at its sole discretion, the University determines that such a proposed disclosure may adversely affect the patentability or protection by any other means of the Project Intellectual Property or improvements, the University reserves the right to require that the Inventors delay such proposed disclosure for a period not to exceed six (6) months.

7.2 Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Project Intellectual Property that is recorded or stored by means of any device (the "Confidential Information").

7.3 The parties promise:

- (a) to maintain the secrecy and confidentiality of the Confidential Information;
- (b) not to disclose any Confidential Information to a third party, except where the disclosing party has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed upon the parties hereunder before any such disclosure;
- (c) not to use any Confidential Information for any purposes other than the purposes of this Agreement;
- (d) Only to disclose the confidential information to their employees, work colleagues and assistants (together, "Representatives"): (i) who have a need to know the information for academic purposes and (ii) who have been informed of the confidential nature of the Confidential Information. The receiving parties warrant that they will take reasonable steps to prevent the Representatives from acting in a manner inconsistent with the terms of this Agreement.

7.4 The obligations of confidentiality set out above do not apply to information that:

- (a) has been published or has otherwise entered the public domain without a breach of this Agreement;
- (b) is obtained from a third party who has no obligation of confidentiality; or
- (c) is independently developed or obtained by the receiving party without breach of this Agreement.

7.5 It is not a breach of this Agreement to:

- (a) disclose Confidential Information required to be disclosed by law or judicial process or governmental authorities; or
- (b) disclose Confidential Information that is disclosed with the prior written consent of the parties to this Agreement.

8. NOTICE

Unless otherwise agreed by the parties, all notices required to be given pursuant to this Agreement shall be in writing and shall be considered as duly delivered when sent by registered mail, or messenger to the other party at the address stated below or such other address as either party shall advise the other in writing:

Concordia
ADDRESS
Attention: []

Inventor
ADDRESS
Attention: []

or to such subsequent address as any party hereto may furnish the other party hereto in writing.

9. TERM AND TERMINATION

9.1 Where the Inventor or any third-party nominee ("Nominee") or legal person ("Legal Person") who has control of any rights over the Project Intellectual Property has been declared bankrupt, filed for bankruptcy or where a creditor has filed a claim in bankruptcy against the Inventor Nominee or Legal Person which results in the bankruptcy of the Inventor, Nominee or Legal Person or where the Inventor, Nominee or Legal Person files for creditor protection or makes an arrangement with creditors which results in the bankruptcy of the Inventor, Nominee or Legal Person, then the University may terminate the present Agreement against the Inventor or Nominee or Legal Person having control of any rights over the Project Intellectual Property, as the case may be. Except with respect to the Inventor, the University may terminate the present Agreement with respect to any Nominee or Legal Person that ceases to pursue its normal business operations, ceases to exist legally or files for creditor protection or makes an arrangement with creditors which does not result in the bankruptcy of the said Nominee or Legal Person, as the case may be. Such notice of termination shall be in writing and delivered to the Nominee or Legal Person in default under this section and the termination shall be effective on the date of receipt of the termination notice. Where the University terminates this Agreement acting under this section 9, any assignment, transfer, conveyance or licensing of the Project Intellectual Property shall be immediately null and void and of no effect as if it had never taken place. Any agreement entered into by the Inventor and any Nominee or other Legal Person involving the Project Intellectual Property shall make reference to this section 9 and include it as a binding obligation.

9.2 This Agreement may otherwise be terminated by either party in the event of default upon thirty (30) days written notice to the defaulting party. Such termination occurs where a party has defaulted or

failed to comply with the terms of this Agreement and, following receipt by the defaulting party of a written notice of default, has failed to cure any such default within that period of thirty (30) days.

9.3 Unless otherwise terminated or extended, this Agreement will expire automatically on a date that is ninety (90) days from the Effective Date. Where the University indicates that the evaluation of the Invention will require more than ninety (90) days, the University shall promptly inform the Inventor in writing of this fact, indicating the reasons therefore and indicate what additional time will be required to complete the task of evaluation.

9.4 Where, prior to the expiry or termination of this Agreement, the University provides the Inventor with written confirmation of its intent to pursue protection and Commercialization of the Project Intellectual Property, the terms of this Agreement shall be automatically extended to coincide with the expiration or abandonment by the University, or by any third party acting on its behalf, of all patents or other rights relating to the Project Intellectual Property. The provisions relating to confidentiality, dispute resolution and all waivers shall survive the expiry or termination of this Agreement.

10. DISPUTE RESOLUTION

Any dispute relating to the interpretation or the applicability of any of the provisions of this Agreement shall be referred to Office of the Vice-President, Research and Graduate Studies for resolution. This section 10 dealing with dispute resolution shall survive the termination for any reason of this Agreement.

11. ENTIRE AGREEMENT

It is understood that this Agreement contains the entire agreement between the parties hereto. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their respective assigns and successors in interest.

12. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed and interpreted in accordance with the laws applicable and in force in the Province of Quebec. The parties hereby attorn to the exclusive jurisdiction of the competent courts of Quebec sitting in the judicial district of Montreal.

13. LANGUAGE

This Agreement is drawn up in English at the request of the parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

14. AMENDMENTS

No modifications to this Agreement shall be binding unless agreed to in writing by the duly authorised representatives of the parties hereto and the Concordia University Faculty Association and formalized through a written amendment to this Agreement signed by the duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:

THIS AGREEMENT shall take effect as of the date of the last signing party

CONCORDIA UNIVERSITY

INVENTOR

Signature

Signature

Typed Name

Title

Date

Typed Name

Title

Date

Agreement Concerning a Grant Contribution to a Research Project

This is an Agreement between Concordia University (herein referred to as the “**University**”), and _____
_____ (herein referred to as “**Company**”).

The Company has agreed to provide _____ Canadian dollars (\$ _____) per year for the period
from _____ to _____ (the “**Funds**”) to support research in _____
_____ (“**Research**”).

This Research will be under the scientific direction of Professor(s) _____ in the
University’s Department of _____ (the “**Principle Investigator**” or the “**P.I.**”).

The Funds may be used as deemed most effective by the P.I. for the conduct of the Research. It is understood
that such Funds are subject to fifteen percent (15%) indirect cost recovery in accordance with University’s
Policy on Contract Research (VPRGS-1).

Company hereby designates _____ as its contact to ensure liaison with
the P.I.

The Parties herein agree as follows:

1. The University shall administer the Funds as a grant
2. The grant is awarded in support of the Research that is entirely directed by the P.I.
3. The University shall be the sole owner of any results and/or intellectual property developed or reduced to
practice in carrying out the Research.
4. No restrictions shall be placed on University publications resulting from the Research.
5. There are no specific deliverables associated with this grant. However, progress reports and a final report
(which may take the form of a thesis) may be provided to the Company.
6. The Company shall remit payment of the first year’s installment to the University upon receipt of a duly
executed copy of this Agreement. Subsequent annual payments shall be made to the University on each
anniversary date of this Agreement.

All payments shall be payable by cheque made to the order of Concordia University.

7. This Agreement may only be amended by written agreement executed by the duly authorized
representatives of the Parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec
and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive
jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement
or the performance of the obligations hereunder.

9. The Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

AND THE PARTIES HAVE SIGNED, on this _____ day of _____ 20 _____.

FOR UNIVERSITY

FOR COMPANY

(Name and Title)

Associate Vice-President,
Strategy and Operations
Office of the Vice-President, Research and
Graduate Studies

Acknowledgement

I, _____, the Principal Investigator, having read and understood this **Agreement Concerning a Grant Contribution to a Research Project**, hereby agree to act in accordance with all the terms and conditions herein. I further agree to ensure that all University participants engaged in the performance of the Project, are informed of their obligations under such terms and conditions and to procure from them agreements similar to this Acknowledgement.

_____ Date: _____