

COLLABORATIVE RESEARCH AGREEMENT

Effective as of the date on which this Agreement is fully signed by all Parties (the “Effective Date”).

Between

The University of British Columbia, with research administrative offices at 103-6190 Agronomy Road, Vancouver, British Columbia, Canada V6T 1Z3 (“UBC”)

And

_____, a corporation with offices at _____ (“Company”)
(each a “Party” and together the “Parties”)

Background

- A. The primary objective of research activities at UBC is the generation and dissemination of new knowledge for the public’s benefit.
- B. The Company would like to provide funding for the research project described in Schedule “A” (the “Project”), under the direction of Dr. [Name] of the Department of [Dept] at UBC (the “Investigator”).
- C. The performance of the Project is of mutual interest to the Company and UBC, and is consistent with the instructional, scholarship, and research objectives of UBC as an educational institution and registered charity that is non-profit and tax-exempt.

The Parties agree as follows:

Project

1. UBC will perform the Project using no less than the degree of care of a reasonably skilled researcher, and in accordance with the terms and conditions of this Agreement, UBC policies, and any applicable federal and provincial legislation.
2. UBC will perform the Project starting on UBC’s receipt of the first payment and ending [x] months thereafter, or the earlier completion of the Project (the “End Date”).
3. The Parties will keep each other informed of the progress of the Project and UBC will provide a final report within 3 months after the End Date.
4. The Company’s use or disclosure of the results of the Project contained in any reports will be consistent with preserving the patentability of any inventions developed in the Project, and UBC’s first right to publish the results of the Project.
5. The Company will provide to UBC the material as described in Schedule “A” (the “Material”) for the performance of the Project. No right, title or interest in and to the Material is granted or implied to UBC hereunder, except for a non-exclusive right to use the Material solely for the performance of the Project. UBC will not provide the Material to any third parties without the prior written consent of the Company. UBC will use

appropriate safeguards to prevent any unauthorized use or disclosure of the Material and will report to the Company any unauthorized use or disclosure of which UBC becomes aware. Upon request of the Company, UBC will either securely destroy or return the Material, as directed by the Company.

Payment

6. The Company will pay to UBC the total amount of CAD \$_____ for the Project within 30 days of receipt of an invoice according to the following schedule:
 - a. On the Effective Date \$_____
 - b. [12 months from the Effective Date] \$_____
7. If the Company issues any purchase order for payment, UBC will not be bound by any terms contained in such purchase order and any such terms will be superseded by the terms of this Agreement.

Intellectual Property

8. "Intellectual Property" or "IP" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter.
9. UBC owns all IP created solely by UBC in the performance of the Project ("UBC IP"). UBC IP includes any IP created during the performance of the Project by any UBC faculty member, student, or employee who is also employed, contracted, or otherwise affiliated with the Company in any capacity.
10. The Company owns all IP created solely by the Company in the performance of the Project ("Company IP").
11. UBC and the Company jointly own all IP created jointly by UBC and the Company in the performance of the Project ("Joint IP").
12. UBC grants to the Company a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use the UBC IP and to develop, produce, and sell products embodying or made through the use of UBC IP.
13. Each Party may use and exploit the Joint IP for any lawful purpose without any charge or accounting to the other Party.
14. UBC grants to the Company a time-limited option to obtain an exclusive, royalty-bearing license to use and exploit the UBC IP and Joint IP, and to develop, produce, and sell products embodying or made through the use of the UBC IP and Joint IP (the "Option"). UBC will provide the Company with a confidential disclosure of any UBC IP and Joint IP after the disclosure is received. The Company may exercise its Option by providing written notice to UBC by the later of (i) 6 months after the Company's receipt of the disclosure, or (ii) the End Date (the "Option Period").
15. If the Company exercises its Option within the Option Period, the Parties will use good faith efforts to enter into a license agreement. The agreement will; i) contain commercially reasonable financial terms, ii) reserve the right for UBC to use the UBC

and Joint IP for non-commercial purposes, and iii) be generally consistent with the terms and conditions of the license agreements then being entered into by UBC with its other licensees. If the Company fails to exercise its Option within the Option Period or if the Parties fail to enter into a license agreement within 6 months from the Company exercising its Option, the Option will terminate and UBC may offer to license any UBC IP to third parties without further obligation to the Company.

16. Unless otherwise agreed to in writing by UBC and the Company, UBC will be responsible for filing and prosecuting patent applications for UBC IP and Joint IP. The Company may direct UBC to file patent applications for UBC IP and Joint IP and the Company will bear all costs incurred in connection with the filing, prosecution, and maintenance of such patent applications.

17. Except as explicitly stated in this Agreement, nothing in this Agreement is intended to transfer, grant, or, license to a Party any rights to any intellectual property owned or controlled by the other Party.

Confidential Information

18. "Confidential Information" means all information, regardless of its form:

- a. disclosed by one Party (the "Discloser") to the other Party (the "Recipient") which i) is identified as confidential at the time of disclosure, or ii) by its nature or under the circumstances of disclosure a reasonable person would conclude is confidential or proprietary;

except that "Confidential Information" does not include information:

- b. possessed by the Recipient before receipt from the Discloser, other than through prior disclosure by the Discloser, as evidenced by the Recipient's business records;
- c. published or available to the general public otherwise than through a breach of this Agreement;
- d. obtained by the Recipient from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to the Discloser; or
- e. independently developed by employees, agents or consultants of the Recipient who had no knowledge of, or access to, the Discloser's information as evidenced by the Recipient's business records.

19. The Recipient will use the Confidential Information solely for the Project and will disclose it only to those directors, officers, governors, faculty members, employees, agents, students, and contractors who need to know, have been informed of its confidential nature, and are bound by confidentiality obligations consistent with this Agreement.

20. The Recipient may disclose Confidential Information when compelled to do so by law if, to the extent legally practicable, it provides reasonable prior notice to the Discloser so that the Discloser may, at its sole expense, seek a protective order. The Recipient may

only disclose the portion of the Confidential Information which is required to be disclosed by law.

21. The Recipient's obligations of confidentiality will survive until 3 years from the End Date.

Publication

22. UBC reserves the right to publish the results of the Project, including manuscripts, posters, presentations, theses, or other publications, at its discretion. UBC will provide the Company with a copy of any intended publication at least 30 days prior to submission.

23. The Company may review the publication to determine whether the Company's Confidential Information would be disclosed and to identify potentially patentable IP that the Company would like to protect. The Company will provide any comments to UBC within 15 days of receiving the publication.

24. If the Company notifies UBC that the publication contains the Company's Confidential Information, UBC will promptly remove the Company's Confidential Information before publication.

25. If the Company notifies UBC that a publication contains potentially patentable IP that it wishes to protect, this will be considered a request for UBC to file a patent application. UBC will delay the publication for up to 60 days from the date the Company received the draft to allow for patent filing.

Term and Termination

26. This Agreement is effective from the Effective Date and terminates on the End Date, unless sooner terminated in accordance with this Agreement.

27. Either Party may terminate this Agreement on 30 days' written notice.

28. If for any reason the Investigator cannot conduct or complete the Project, UBC will select a successor, subject to Company approval. If the Parties cannot agree on a successor, either Party may terminate this Agreement by providing written notice to the other Party.

29. If this Agreement is terminated before the End Date, UBC is entitled to payment for the work performed up to the date of termination and UBC will refund all unexpended and unobligated funds, if any, to the Company after withholding amounts necessary to discharge uncancellable obligations.

30. UBC may terminate this Agreement immediately if the Company fails to pay any invoice within 60 days of receipt. If UBC terminates this Agreement because of the Company's failure to pay, UBC will not be under any obligation to provide a final report or grant any rights to the Company under this Agreement.

31. All terms in the Agreement which are intended to survive the termination of this Agreement will remain in force despite the Agreement's termination.

No Warranties

32. The Project is a research endeavor and no Party promises success in achieving any particular result. The Parties make no representations or warranties, express or implied, regarding any Confidential Information, or any IP, or other results arising from the Project, including any representations or warranties of non-infringement or fitness for a particular purpose.

Indemnification, Liability, and Insurance

33. The Company indemnifies, holds harmless and defends UBC, and its directors, officers, governors, faculty members, employees, agents, students, and contractors (the "Indemnities") from and against any and all claims, (including all associated legal fees and disbursements actually incurred) arising from third-party claims, suits, actions, or demands, related to (i) access by the Company's employees to UBC's facilities as part of the Project, (ii) UBC's use of the Material for the Project, and (iii) the Company's use of UBC IP, Joint IP, or any other Project results, except where the Liability is due to the negligence or willful misconduct of the Indemnitees.
34. Neither Party will be liable to the other Party for any failure or delay in the performance of its obligations under this Agreement caused by circumstances beyond its reasonable control.
35. Neither Party will be liable to the other Party for any loss of business or profit or any other indirect or consequential damages.
36. Each Party will maintain, at its own expense, appropriate policies of general liability insurance to cover its activities under this Agreement.
37. The Company will maintain at all times adequate liability insurance applicable to its employees who may be present at UBC during the term of the Agreement. The Company will assume all liability and risks of personal injury and property damage attributable to the negligence or willful acts or omissions of its employees while present at UBC.

Miscellaneous

38. Each Party will comply with the export and import control laws applicable in its place of operation. Neither Party will disclose to the other Party any information subject to export control laws without the prior written approval of an authorized signatory of the other Party.
39. UBC shall not make any payment or transfer or offer anything of value to any government official, government employee, political party, candidate for political office, or any other third party with the purpose of influencing decisions related to the Company or its business in a manner that would violate federal or provincial anti-bribery and anti-corruption laws applicable to UBC.
40. Neither Party will use the other Party's name or trademarks, or the name of any of the other Party's personnel for any advertising or any promotional purposes, including media releases without the prior written consent of the other Party.

- 41. Each Party may make the following information a matter of public record: (i) name of the Investigator, (ii) names of the Parties, (iii) title of the Project, (iv) duration of the Project, and (v) the total payments made by the Company under this Agreement.
- 42. All notices required under this Agreement will be sent electronically using the email address below, or to such other address that a Party may designate. A notice will be deemed delivered at the time of successful transmission.
 - a. UBC: [email]
 - b. Company: [email]
- 43. The Parties are independent contractors and no Party is an agent, joint venturer, or partner of the other.
- 44. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of this Agreement and no change to this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties.
- 45. Neither Party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent may not be unreasonably withheld, provided that, on the provision of written notice, the Company may assign this Agreement to an affiliate, or upon the sale of all or substantially all of the business to which this Agreement relates.
- 46. This Agreement does not restrict either Party from pursuing similar research activities.
- 47. This Agreement will be governed by the laws of the Province of British Columbia and applicable Canadian laws, without regard to conflict of law rules. All disputes arising under this Agreement are subject to the exclusive jurisdiction of the courts of British Columbia, and the Parties irrevocably submit to such jurisdiction.
- 48. This Agreement may be signed in multiple parts.

Signed by the duly authorized representatives of the Parties.

THE UNIVERSITY OF BRITISH COLUMBIA

[COMPANY]

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Read and acknowledged by the Investigator:

Name: Dr.

SCHEDULE "A"
Project Description and Budget