

RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement is made among
<insert legal name of Receptor 1> (“**Receptor 1**”)
and
<insert legal name of Receptor 2> (“**Receptor 2**”)
individually the “Receptor” and collectively the “Receptors”
and
<university/college/research institute> (the “**Research Partner**”)
and
Ontario Centres of Excellence Inc. (“**OCE**”),
individually the “Party” and collectively, the “Parties”, dated as of the ● day of ●, 20●●

WHEREAS OCE is a not-for-profit corporation with a mandate to support research in areas important to the Province of Ontario’s economic development and to foster the transfer of technology, knowledge and highly qualified people for the economic benefit of the Province of Ontario in collaboration with post-secondary educational institutions and industry or other private and public sector partners;

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

AND WHEREAS <Receptor 1> and <Receptor 2> are <corporations/partnerships/associations> that wish to collaborate with OCE and the Research Partner in a research project;

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

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule “B”.
2. **General Terms.** The general terms of this Agreement are attached as Schedule “C”.
3. **Project.** The Project shall be performed in accordance with the project proposal entitled “●” as described in Schedule “E”. Any material changes to the Project from the description in Schedule “E” shall be subject to the approval of the Parties.
4. **Project Term.** Work on the Project shall commence on ● (the “**Effective Date**”) and shall be completed on or about ● (the “**Term**”), unless modified in writing by the Parties.
5. **Project Leader.** The principal investigator for the Project shall be Professor ● of the Research Partner’s Department of ● (the “**Project Leader**”). If the Project Leader is unable to complete the Project for any reason and the Parties cannot agree on a replacement, the Parties may terminate the Project, subject to Articles 3 and 4 of Schedule “C”.
6. **Project Leader and Research Participant Agreements.** The Research Partner shall ensure that each Project Leader shall sign and comply with the Project Leader Agreement attached as Schedule “F” and shall ensure that each Research Participant signs the Research Participant Agreement attached as Schedule “G”.

7. **Contributions.** OCE and the Receptors shall make the following contributions towards the costs of the Project:

Cash and In-kind Contributions	Year 1 start date to March 31	Year 2 April 1 to March 31	Year 3 April 1 to March 31	Total for term of project
OCE Cash				
Receptor 1 Cash				
Receptor 1 In-kind				
Receptor 2 Cash				
Receptor 2 In-kind				
Total OCE and Receptor contributions by Project Year				

Such amounts shall be paid as outlined in Schedule “A” and shall be used only in accordance with the approved Project budget. Continued funding by OCE of the Project is conditional on satisfactory progress, as determined by OCE.

The following contributions to the Project have been proposed by organizations not party to this Agreement and are not confirmed by this Agreement:

	Year 1 start date to March 31	Year 2 April 1 to March 31	Year 3 April 1 to March 31	Total for term of project
NSERC Cash				
NSERC In-kind				
Other Cash				
Other In-kind				
Total NSERC and “other” contributions by Project Year				

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

The Commercialization Manager shall manage and be responsible for the Commercialization of the Foreground Intellectual Property in accordance with this clause and the terms set out in Schedule “D”, at the Commercialization Manager’s expense except as may be otherwise set out in this Agreement. The Commercialization Manager shall be responsible for ensuring that the Commercialization takes place in a timely and efficient way in accordance with the principal of “Benefit to Ontario” as defined in Article 3 of Schedule “D” hereto. The Commercialization Manager shall use reasonable efforts to adhere to timelines and targets established by OCE and the Research Partner for the Commercialization.

Subject to any Pre-existing Rights, and provided that the Receptors are in compliance with the provisions of this Agreement, including timely remittance and performance of their Cash and In-kind Contributions, the Receptors shall have a non-exclusive, royalty free right to use the Foreground Intellectual Property for their own internal research purposes and shall have the exclusive option to enter into negotiations with the IP Owner, through the Commercialization Manager, for a license to commercially exploit the IP Owner’s rights in the Foreground Intellectual Property. The terms of such license, including compensation, shall be reasonable in the circumstances and will be negotiated in good faith and shall take into account the contributions the Parties have made to the Project, the nature of the Foreground Intellectual Property being licensed and industry norms. The exclusive option may be exercised by any of the Receptors delivering notice of such exercise in writing at any time during the Term and for a period of six (6) months thereafter to the Commercialization Manager. Notwithstanding the foregoing, the Research Partner shall retain a non-exclusive, royalty-free, worldwide perpetual right to use the Foreground Intellectual Property for academic research and educational purposes.

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

- Schedule “A” – Contributions
- Schedule “B” – Definitions
- Schedule “C” – General Terms
- Schedule “D” – Intellectual Property and Commercialization
- Schedule “E” – Project Description, including acknowledgement of Pre-existing Rights and Background Intellectual Property
- Schedule “F” – Project Leader Agreement
- Schedule “G” – Research Participant Agreement

11. **Non-standard Terms.** The following standard RCA terms are amended in this Agreement as follows:

DELETE: <reference/standard text>	INSERT: <reference/amended text>
DELETE: <reference/standard text>	INSERT: <reference/amended text>

IN WITNESS whereof the Parties have executed this Agreement.

For the Research Partner:

By: _____
Name:
Title:

Date: _____

For <Receptor 1>:

By: _____
Name:
Title:

Date: _____

For <Receptor 2>:

By: _____
Name:
Title:

Date: _____

For OCE:

By: _____
Name:
Title:

Date: _____

I have the authority to bind the corporation.

SCHEDULE “A”: CONTRIBUTIONS

1. The Cash Contributions of <Receptor 1> shall be paid by <Receptor 1> to <RESEARCH PARTNER/OCE> against invoice(s) provided by <RESEARCH PARTNER/OCE> according to the following schedule of payments:

CASH CONTRIBUTION + APPLICABLE TAXES	INVOICE DATE

2. The Cash Contributions of <Receptor 2> shall be paid by <Receptor 2> to <RESEARCH PARTNER/OCE> against invoice(s) provided by <RESEARCH PARTNER/OCE> according to the following schedule of payments:

CASH CONTRIBUTION + APPLICABLE TAXES	INVOICE DATE

3. When the Cash Contribution of a Receptor is to be paid against an invoice submitted by OCE, OCE will notify the Research Partner when OCE has received the Cash Contribution from the Receptor and the Research Partner will submit an invoice to OCE for the amount of the Receptor Cash Contribution held on account by OCE.
4. OCE will notify the Research Partner if any Receptor Cash Contribution invoiced by OCE is in arrears and has not been remedied within 30 days following delivery of written notice of the situation of default to the Receptor.
5. The Research Partner will notify OCE if any Receptor Cash Contribution invoiced by the Research Partner is in arrears and has not been remedied within 30 days following delivery of written notice of the situation of default to the Receptor.
6. The Research Partner will submit quarterly invoices to OCE for amounts that have been properly incurred against the authorized budget attached to this Schedule (the “OCE Budget Authorization and Funds Release Form”).
7. The final invoice for each Project shall be submitted by the Research Partner to OCE within 90 days of the end of the Project Term defined in Article 4 of the Research Collaboration Agreement or the date of early Termination as per Article 3 of Schedule “C”.
8. In-kind Contributions will be valued at Fair Market Value.
9. Each Party agrees to provide such records and other assurances as may be reasonably requested by another Party as evidence of that Party’s contributions.
10. The Parties acknowledge that OCE funding for the Project is approved only for the Term of this Agreement. If the Project requires continued funding by OCE after the end of the Term, an application for such funding in the form specified by OCE will be required. The Parties acknowledge that OCE funding is subject to financial constraints and OCE’s mandate and that there is no obligation of any kind on OCE to renew its funding for the Project, in whole or in part, at the end of the Term.

SCHEDULE “B”: DEFINITIONS

In this Agreement:

“**Agreement**” means the Research Collaboration Agreement to which this Schedule is attached and all schedules thereto.

“**Background Intellectual Property**” means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by a Party prior to the Effective Date. All Background Intellectual Property identified by a Party is described or referenced in Schedule “E”.

“**Commercialization**” means transferring Intellectual Property rights by legal means to a Receptor as defined herein or to a person or organization in a circumstance agreed by OCE, the Commercialization Manager and the IP Owner.

“**Cash Contribution**” refers to a direct payment to the Research Partner or to OCE for the sole purpose of the project.

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

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

“**Costs**” means out-of-pocket costs incurred by the Commercialization Manager in connection with obtaining and preserving patent or other intellectual property rights in the Foreground Intellectual Property including filing fees, consultant and legal fees and out-of-pocket legal fees and disbursements incurred by the Commercialization Manager in connection with the Commercialization of the Foreground Intellectual Property. Costs do not include any costs incurred by the Commercialization Manager with respect to any dispute resolution procedures under Article 17 of Schedule “C” or a court of law with respect to disputes among any or all of the Parties hereto.

“**Effective Date**” means the first day of the Term.

“**Fair Market Value**” means the fair market value of the non-monetary In-kind Contribution that an unrelated arm’s-length party would have paid in Canadian money as of the date of such contribution to the Project.

“**Foreground Intellectual Property**” means any and all Intellectual Property patentable or otherwise protectable by statute that is conceived, developed, reduced to practice or otherwise made by the Research Partner, Project Leader or Research Participants as part of a research project funded in whole or in part by OCE, including improvements and enhancements to Background Intellectual Property but excluding the Background Intellectual Property itself.

“In-kind Contribution” means an indirect cash contribution or a non-monetary contribution that reduces the cash requirement of the Project and that is valued in Canadian dollars at Fair Market Value. .

“Intellectual Property” means any intellectual or industrial property rights protected or capable of being protected under the laws of Canada, any foreign country, or any political subdivision of any country, including any intellectual property rights protected by legislation (such as legislation governing copyrights, industrial designs, integrated circuit topographies, patents or trademarks) or by common law (such as confidential information and trade secrets); and at any time in the future, with respect to any licence to exercise intellectual property rights.

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

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

“IP Owner” refers to the individual or organization that will own Foreground Intellectual Property, according to the internal policies of the Research Partner.

“Net Revenues” means the revenue from sales, royalties, license fees or other sources received by the owner(s) of OCE-funded Intellectual Property from the Commercialization of said Intellectual Property remaining after all Costs have been recovered.

“Pre-existing Rights” means any third party claim for ownership or other pre-existing rights that would interfere with the Commercialization of the Foreground Intellectual Property which have been disclosed in writing to the Parties as part of the Project proposal.

“Project” means the project or initiative outlined as described in the final written project proposal attached to this Agreement as Schedule “E” as may be amended from time to time by agreement of the Parties hereto.

“Receptor” means public or private organizations or persons involved in OCE programs, technology transfer, or similar beneficial acts between them and OCE.

“Research Collaboration Agreement” refers specifically to the Agreement and all Schedules to the Agreement.

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

SCHEDULE “C”: GENERAL TERMS

1. **Indemnity.** Each Party will severally indemnify and save harmless all other Parties including their respective officers, directors, employees, agents and students from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries (including death) to persons or property caused by the breach, willful or negligent act or omission of the indemnifying Party and its officers, directors, employees and agents during the performance or arising out of this Agreement.
2. **Limitation of Liability.** In no event will any Party be liable to the other Parties for loss of business or profit or for any special, indirect or consequential loss or damage, regardless whether arising under contract, tort, or based upon strict liability or other theory of law or equity arising in connection with the performance and results of the Project. In no case shall the liability of OCE to the other Parties exceed the amount of Contribution theretofore paid or received by OCE with respect to the Project.
3. **Term and Termination.** This Agreement commences on the Effective Date and will continue until the end of the Term unless earlier terminated under any one of the following circumstances:
 - a. **Ontario Funding Terminated.** OCE may terminate this Agreement immediately at any time during the Term (or any renewal thereof) in the event that the Province of Ontario at any time suspends, revokes or terminates funding to OCE and OCE is then unable to provide its contributions contemplated by this Agreement. In such instance OCE will meet its obligation to pay for already incurred expenses or outstanding installments, but will be released from all of its forward obligations and will not be liable to other Parties for any damages arising therefrom.
 - b. **Mutual Termination.** This Agreement may be terminated at any time with the written agreement of all Parties, with such agreement to provide for distribution of rights and obligations between the Parties.
 - c. **Default by Receptor.** This Agreement may be terminated at any time by the Research Partner or OCE in the event of the bankruptcy or insolvency of a Receptor or if the Receptor does not make the agreed Cash or In-kind Contributions to the Project and fails to remedy such default within thirty (30) days after its receipt of written notice of such default from OCE or the Research Partner.
4. **Obligations upon Termination.** In the event of a termination of this Agreement, the Parties will, in accordance with their respective commitments in the Agreement, reimburse the other Parties for properly incurred expenses and non-cancelable commitments incurred prior to the date of termination. Notwithstanding the termination or expiry of this Agreement, the obligations of confidentiality, indemnification, and the limitation of liability clauses in the General Terms, Schedule “C” and the provisions of Article 9 of the Agreement and Schedule “D”: Intellectual Property and Commercialization shall survive.
5. **Confidentiality.**
 - a. A Party may disclose Confidential Information to other Parties to facilitate work under this Agreement. Each Party agrees that such information will be safeguarded and only disclosed to persons with a need to know within the Party. All Parties will take such steps as a

reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties not bound by relevant nondisclosure agreements.

- b. The obligation to keep confidential will not apply to information which:
- i. is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it is already known;
 - ii. is or becomes part of public domain without material breach of this Agreement by the Party seeking to rely on this exclusion;
 - iii. is obtained from third parties which impose no related confidentiality obligations on the disclosing Party;
 - iv. is authorized for release by the disclosing Party; or
 - v. is required to be disclosed by law or order of a court, governmental tribunal or governmental agency or in the case of OCE, by written agreement of OCE with the Government of Ontario (or any of its Ministries or representatives), but the Party subject to such requirement will promptly notify the disclosing Party and give the disclosing Party a reasonable opportunity to seek a confidentiality order or the like.

The obligations of confidentiality are subject to the provisions of Schedule “D” relating to publication and disclosure of Intellectual Property.

- c. No Party will use another Party’s Confidential Information for any purpose except that for which it was initially provided to the Party.
- d. Each Party accepts and agrees that these obligations of confidentiality will continue from the time of disclosure until such Confidential Information becomes part of the public domain. Upon completion or termination of this Agreement, each Party that has received Confidential Information or material during the course of the Agreement will, upon written request, forthwith return such Confidential Information and material to its discloser and will not retain copies or transcripts thereof for any purpose whatsoever.
6. **Non Waiver.** Except as otherwise expressly provided herein, the failure of any Party to exercise its rights herein upon the occurrence of any breach by any other Party of its obligations will not in any event constitute a waiver of such rights.
7. **Assignment.** This Agreement and all its rights and privileges hereunder may not be assigned by any Party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld. This Agreement and everything herein contained will inure to the benefit of and be binding upon each of the Parties hereto and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
8. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.
9. **Relationship.** The Parties are not, will not be considered to be, and will not represent themselves to be joint venturers, partners or agents of each other and will have no power to bind or obligate each other except as set forth in this Agreement. The Parties mutually covenant and agree that they will not, in any way, incur any contractual or other obligation in the name of other Parties, nor will they have liability for any debts incurred by other Parties.

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

- i. to **OCE**:
(name/address of Centre)
Attention:
Telephone:
Fax:
E-mail:
- ii. to **<Receptor 1>**:
(name/address of Receptor)
Attention:
Telephone:
Fax:
E-mail:
- iii. to **<Receptor 2>**:
(name/address of Receptor)
Attention:
Telephone:
Fax:
E-mail:
- iv. to **Research Partner**:
(name/address of Research Partner)
Attention:
Telephone:
Fax:
E-mail:

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

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

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided herein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements, whether direct or indirect, collateral, express or implied made between the Parties concerning this Agreement, the subject matter hereof or any other matter embodied herein. In the event of a conflict between the provisions of any previous agreement between any of the Parties on an earlier phase of the same Project and

the provisions of this Agreement, the provisions of this Agreement will prevail to the extent of such conflict.

13. **Amendment.** No supplement, modification or waiver of this Agreement, or any part thereof, including without limitation the Schedules attached hereto, will be binding unless executed in writing by each of the Parties.
14. **Use of Names.** Nothing in this Agreement will be construed as conferring a right to use, in advertising, publicity, promotional or sales literature, or otherwise, by any of the Parties, any of the other Parties' names or any adaptation of their respective trademarks, or the names of Inventor(s) without the prior written consent of the Party whose name, trademark or business name is sought to be used.
15. **Force Majeure.** In the event that any Party is prevented or delayed from fulfilling any of its obligations herein by Acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance and payment of royalties (or the applicable pro rata portion thereof) to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be excused.
16. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
17. **Dispute Resolution.** In the event of a dispute, all Parties shall initially use their respective best efforts to resolve the matter in a fair and reasonable manner. If such dispute cannot be settled by the parties among themselves, the dispute shall be referred to mediation by a mutually appointed mediator. In the event that the mediation process does not occur or is not successful, the dispute shall be determined by a single arbitrator pursuant to the *Arbitration Act, 1991* (Ontario). The parties acknowledge and agree that the arbitrator may make such order as it sees fair and reasonable requiring a Party to pay another Party's costs of such dispute resolution procedures.

SCHEDULE “D”: INTELLECTUAL PROPERTY AND COMMERCIALIZATION

1. Each Party acknowledges that during the course of the Project, Foreground Intellectual Property may be developed. Subject to any Pre-existing Rights, such Foreground Intellectual Property shall be owned by the Party whose personnel (whether paid or unpaid) or students participated in its conception or creation. Where personnel (whether paid or unpaid) or students of two or more Parties jointly conceive or create the Foreground Intellectual Property, it shall be jointly owned by the Parties whose personnel or students participated in its conception or creation.
2. On the creation of Foreground Intellectual Property the Inventor(s) will complete and submit to the Research Partner an Invention Disclosure form. The Research Partner shall provide a copy of the Invention Disclosure form in confidence to the Parties.
3. All Commercialization of the IP Owner’s rights in Foreground Intellectual Property shall take place in accordance with the terms of this Agreement and in accordance with the principle of “Benefit to Ontario”. “Benefit to Ontario” is defined as incremental Canadian economic activity and improved quality of life in Ontario. Maximum benefits would be derived from the creation of high-quality jobs in Ontario. Short-term economic benefits (e.g. licensing to the highest bidder regardless of whether in province or not) will be subordinate to the longer-term benefit to companies with operations in Ontario and strengthening Ontario’s economic base and capacity to innovate. The owner(s) and the Commercialization Manager shall take the following possible outcomes into consideration prior to taking steps to commercialize Foreground Intellectual Property:
 - a) An existing company in Ontario with Receptor capacity;
 - b) An expansion of an existing company in Ontario;
 - c) The formation of a new company in Ontario;
 - d) Joint ventures or strategic alliances with a company in Ontario;
 - e) Co-manufacturing involving a company in Ontario;
 - f) Cross-licensing or co-development with a company in Ontario;
 - g) Establishment of a new subsidiary in Ontario (R&D, manufacturing, sales, marketing, distribution); and
 - h) Development and/or production in Ontario by a foreign company (product mandate).

Where the Commercialization Manager is a Party other than OCE, at least 30 days before any final decision or legally binding step is taken to pursue Commercialization by a non-Ontario company, the Commercialization Manager shall report the proposed decision or step in writing to OCE and shall provide OCE with the rationale and circumstances that led to the proposed decision or step. In the event that OCE objects to such a decision or step set out in writing, it shall immediately notify the owner and the Commercialization Manager and such matter shall be resolved in accordance with Schedule “C”, Article 17 Dispute Resolution.

4. The Commercialization Manager shall be entitled to recover its Costs from any gross proceeds of Commercialization.
5. The Commercialization Manager may be changed by agreement of the Research Partner and OCE and, if the Receptors have exercised their rights to license the Foreground Intellectual Property in accordance with the Agreement, the Receptors.

6. Each Party (a “Requesting Party”) shall give written notice to the Commercialization Manager at least thirty (30) business days in advance of any public disclosure to be made by it or its Participants of research or development results, data or technical information relating to or including Intellectual Property (including any public defense of a thesis that contains relevant information or submission of the thesis or research results to external reviewers or anyone else outside of the Research Partner) and the Commercialization Manager shall forthwith provide a copy of such intended publication or disclosure to the Parties for their review and comments. Upon a Party’s written request received within twenty (20) business days of that Party’s receipt of such copy, the Requesting Party and its related Participants must delete any Confidential Information provided by that Party from the manuscript or proposed disclosure. If the Commercialization Manager wishes, or a party wishes to cause the Commercialization Manager to file for protection of Intellectual Property, the publication or disclosure shall be delayed for a further period of ninety (90) days from the receipt of such written request or such longer period as may be requested by the Commercialization Manager, acting reasonably, to enable the Commercialization Manager to secure adequate protection of Intellectual Property that would otherwise be affected by said publication or disclosure. Subject to the foregoing, the Parties and their Participants may publish and disclose Intellectual Property and research results arising from the performance of the Project and shall acknowledge the support of OCE and the Receptors in all such publications.
7. Provided a Receptor has exercised its option to negotiate a license of the IP Owner’s rights in the Foreground Intellectual Property, the Receptor may direct the Commercialization Manager to request a publication delay as described in clause 6 above and/or clause 8 below, so that intellectual property protection of Foreground Intellectual Property that would otherwise be prevented by a publication may be secured.
8. This Agreement shall not impose restrictions on the content or handling, for academic purposes, of a thesis of a Research Participant in the Project. The Commercialization Manager may request, by written notice to the Research Partner, that the Participant delay publication or public disclosure of a thesis for a period not to exceed six (6) months from the date of intended publication or disclosure, only if such publication or disclosure would prevent protection or Commercialization of any Intellectual Property. The Commercialization Manager may also request that a thesis defence be held *in camera* and that the members of the thesis examination board, including the external examiner(s), be required to sign a non-disclosure agreement. The Parties acknowledge that this Agreement does not obligate the Participant to delay publication or disclosure of a thesis.
9. Reports with respect to the status of commercialization initiatives will be provided to OCE every six months or more often, as mutually agreed, by the Commercialization Manager. This information will be held in strictest confidence and only be released to the public in aggregate.
10. The Commercialization Manager shall not be liable for and shall be indemnified by the Research Partner, inventor(s) and owner(s) of the Intellectual Property from any liabilities or claims which it may suffer or incur as a result of or arising from disputes between the Research Partner, the inventor(s) and owners relating to the issue of inventorship or ownership of the Intellectual Property.

SCHEDULE “E”
PROJECT DESCRIPTION

The Project is described by the following:

a) OCE Research Proposal Form signed by the Research Partner and Receptors (attached)

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

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

SCHEDULE “F”: **PROJECT LEADER AGREEMENT**

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

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

AND WHEREAS OCE’s mandate includes ensuring that appropriate benefits are realized by the people and economy of Ontario to justify OCE’s investment in research;

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

1. **Defined Terms.** All terms denoted with initial capital letters and not defined herein shall have the meanings ascribed to those terms in the Research Collaboration Agreement to which this Agreement is appended.
2. **Project.** I shall conduct the research for the Project described in Schedule “E” to the Research Collaboration Agreement. I acknowledge and agree that I shall be responsible for carrying out the Project on time and within the relevant budget. In instances where the research materially diverges from the original plan I shall inform OCE and the Research Partner promptly.
3. **Obligations of Project Leader.** I undertake to act in a manner consistent with the Research Partner’s obligations to OCE and the Receptor(s) under the terms of the Research Collaboration Agreement, including those obligations contained in Schedule “D”: Intellectual Property and Commercialization and shall ensure that all Research Participants sign the Research Participant Agreement, prior to commencing work on the Project.
4. **Financial Obligations and Reporting.**
 - a) I will submit expense claims to the Research Partner every 90 days, or more frequently as required by the Research Partner, for Project expenses which (i) have been properly incurred during the previous reporting period; and (ii) do not exceed the amount provided in the approved budget for the relevant reporting period.
 - b) I will promptly notify both the Commercialization Manager and OCE of any significant changes to the Project including, without limitation:
 - i. the Receptor(s) or the contracted Cash and In-kind Contributions as specified in the Research Collaboration Agreement;
 - ii. the Project Leader or Research Participants;
 - iii. the Project milestones and deliverables as described in Schedule “E”;
 - v. the Project budget, as noted in 4(a) above.
 - c) I will submit a final expense claim to the Research Partner within 30 days of the end of the Project Term specified in Article 4 of the Research Collaboration Agreement.
5. **Confidential Information.** In accordance with Article 5 of Schedule “C” I will keep confidential all of the Confidential Information that I may receive.

6. **Reports.** I will provide interim reports on progress as required by OCE and will also provide a final report on the Project to OCE and the Receptors within sixty (60) days from the completion of the Project.
7. **Invention Disclosure.** I will disclose all Intellectual Property in a timely fashion by filing the appropriate invention disclosure form with the Research Partner and will inform the Commercialization Manager about the creation of Intellectual Property, which may require legal protection before public disclosure. I agree that, if I am in doubt about the potential for legal protection, I will consult with the Commercialization Manager about the matter. In addition, to the best of my knowledge at this point in time no third party has any ownership or other claim or other pre-existing rights that would interfere with the Commercialization of Intellectual Property, whether by virtue of partial funding of its development or otherwise, except as may have been disclosed in the Project proposal submitted to OCE or as specified in the Research Collaboration Agreement.
8. **Co-operation in Patent & IP Matters.** I will co-operate fully in the signing of documents and taking such other steps as may be reasonably requested by the Commercialization Manager to obtain and maintain patent or other intellectual property protection for the Foreground Intellectual Property and in connection with any infringement action in any way relating to the Foreground Intellectual Property.
9. **Commercialization Revenue.** I agree that allocation of Net Revenues received as a result of the Commercialization of Foreground Intellectual Property to which I contribute as an Inventor shall be made in a manner consistent with the policies of the Research Partner regarding the sharing of invention royalties, and the Research Collaboration Agreement.
10. **OCE Funding.** I acknowledge and agree that OCE funding for the Project is approved only for the Term of this Research Collaboration Agreement to which this Agreement is appended. If the Project requires continued funding after the end of such Term, an application for such funding in the form specified by OCE will be required. I acknowledge and agree that OCE funds research projects at OCE's discretion subject to financial constraints and OCE's mandate and that there is no obligation of any kind on OCE with respect to renewal of its funding for the Project, in whole or in part, at the end of the Term.
11. **Acknowledgement.** I have had an opportunity to review the applicable terms of the Research Collaboration Agreement and its Schedules, and having read this agreement and understood it, hereby agree to its terms.

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

Signature

Telephone

Name (Type or Print)

Fax

Date

E-mail

SCHEDULE “G”: RESEARCH PARTICIPANT AGREEMENT

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

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

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

1. **Defined Terms.** All terms denoted with initial capital letters and not defined herein shall have the meanings ascribed to those terms in the Research Collaboration Agreement to which this Agreement is appended.
2. **Reasonable Efforts.** I will use all reasonable efforts to achieve the objectives and deliverables defined in the Project description.
3. **Confidential Information.** In accordance with Article 5 of Schedule “C”, I will keep confidential all of the Confidential Information that I may receive.
4. **Publications.** I will comply with all publication conditions that are set out in Schedule “D”.
5. **Invention Disclosure.** I will keep the Project Leader fully and promptly informed on an on-going basis of the development of Foreground Intellectual Property and will not take any steps with respect to filing intellectual property protection for that Foreground Intellectual Property without informing the Project Leader and Commercialization Manager. I will submit an invention disclosure form to the Research Partner promptly following the creation of Foreground Intellectual Property unless I am advised in writing by the Commercialization Manager that the information is not required. In addition, to the best of my knowledge at this point in time no third party has any ownership or other claim or other Pre-existing Rights that would interfere with the Commercialization of Foreground Intellectual Property, whether by virtue of partial funding of its development or otherwise, except as may have been disclosed in the Project proposal submitted to OCE or as specified in the Research Collaboration Agreement.
6. **Co-operation in Patent Matters.** I will co-operate fully in the signing of documents and taking such other steps as may be reasonably requested to obtain and maintain patent and other intellectual property protection for the Foreground Intellectual Property and in connection with any infringement action in any way relating to the Foreground Intellectual Property, and I will sign all documents and do all things necessary or proper to give effect to this Agreement and any rights granted by the Research Partner under the Research Collaboration Agreement.
7. **Commercialization Revenue.** I agree that allocation of Net Revenues received as a result of the Commercialization of Intellectual Property to which I contribute as an Inventor shall be made in a manner consistent with the Research Collaboration Agreement.
8. **Acknowledgement.** I have had an opportunity to review the applicable terms of the Research Collaboration Agreement and its Schedules, and having read this agreement and understood it, hereby agree to its terms.

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

OCE Project Account No. ●
OCE Business Development contact: ●

Centre of Excellence for ●
OCE Research Program: ●

Signature

Department

Name (Type or Print)

Faculty Supervisor

Date

E-mail address

Signature

Department

Name (Type or Print)

Faculty Supervisor

Date

E-mail address

Signature

Department

Name (Type or Print)

Faculty Supervisor

Date

E-mail address