RESEARCH CONTRACT

BETWEEN: UNIVERSITÉ DU QUÉBEC À MONTRÉAL, a legally incorporated body, having its headquarters at 1430 Saint-Denis Street, P.O. Box 8888, Station Centre Ville, Montreal, H3C 3P8, acting and represented herein by Mr. Yves Mauffette, Vice-recteur à la Recherche et à la création, duly authorized signatory for the Université du Québec à Montréal,

(hereinafter "UQAM")

AND: THE CORPORATION INC., a legally incorporated body, having its head office at ..................., in ............... , represented herein by .................. President, duly authorized signatory for ....................................

(hereinafter "the Corporation")

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. PURPOSE
In return for payment by the Corporation of the costs stipulated in Section 3 of the present contract and for fulfilment by the Corporation of the obligations contained in this contract, UQAM shall perform the research and work described in the Project entitled “.............”, a copy of which is appended hereto as Schedule "A" (hereinafter "the work"), in accordance with the terms and conditions of this contract.

2. REPRESENTATIVES OF THE PARTIES
Supervision of the work to be performed by UQAM shall be entrusted to ...................., a professor in UQAM’s Department of ..................... Said professor shall be the duly authorized representative for all communications with the Corporation pertaining to this contract. For its part, the Corporation shall designate ................... as its official representative and spokesperson for the purposes of this contract.

3. COSTS
In return for the work performed by UQAM, the Corporation shall pay UQAM for the cost of the work, in the amount of ................. DOLLARS ($ ........).

4. PAYMENT SCHEDULE
The costs determined in Section 3 shall be paid by cheque made out by the Corporation to the order of UQAM, and remitted to the latter on the following dates:

- ............ DOLLARS ($ ....... ) upon signature of the contract;
- ............ DOLLARS ($ ...... ) on ....................... ;
5. **INTEREST**

Sums unpaid by the due date shall bear interest at the annual rate of ten percent (10%).

6. **LIMITS OF LIABILITY**

The financial liability of the Corporation shall be limited to the amount of $........ in capital, which amount may not be exceeded without the written consent of the Corporation, as provided by one of its authorized representatives. UQAM shall not be required to perform work that exceeds the framework defined in Section 1 and which would have the effect of exceeding the Corporation's financial limit of liability, unless UQAM receives written notice to the contrary.

7. **OWNERSHIP OF EQUIPMENT**

Equipment and/or materials purchased by UQAM for purposes of the work shall remain the exclusive property of UQAM.

8. **TRANSFER OF OWNERSHIP**

Transfer of the risks, if any, relative to the physical objects covered by the work shall take effect upon their delivery to the Corporation. However, transfer of their ownership, and ownership of the work, shall take place only upon full and complete payment of the total cost of the work to UQAM by the Corporation.

9. **CONFIDENTIALITY**

UQAM and the Corporation may exchange such confidential information as will facilitate the work. This information must be clearly identified as confidential. When such information is communicated verbally, the originator must confirm, in writing and without undue delay, the confidential nature of the information. Notwithstanding the above, the description of the work in Annex A shall be considered confidential.

Confidential information in the context of the present contract must be protected and may not be divulged to anyone, except on a need-to-know basis to the persons involved in the work in either organization. Each party shall also be vigilant in preventing disclosure of this information to third parties.

However, the obligation to maintain confidentiality does not apply to information that:

a) is already known to the party to whom it is divulged;
b) falls in the public domain without infringing the provisions of this contract;
c) is obtained from a third party source not bound by the parties to ensure confidentiality.

All commitments to ensure confidentiality under the terms of the present contract shall remain in effect for five years following the end of the present contract.
10. **PUBLICITY**

The Corporation may not use UQAM's name, nor that of any of its members, for publicity purposes without the written consent of an authorized representative of UQAM. UQAM may not use the Corporation's name, nor that of any of its employees, for publicity purposes without the written consent of the Corporation.

11. **INTELLECTUAL PROPERTY RIGHTS**

UQAM shall remain the owner of all intellectual property rights arising from the work and its results, including copyright and rights relating to inventions.

By virtue of the present agreement, UQAM shall grant the Corporation a non-exclusive license to use the work and its results for its internal purposes only.

If the work and its results include patentable inventions, copyrighted software or other works protected by copyright, or commercially exploitable know-how, UQAM shall evaluate, at its own expense, the possibility of taking steps to obtain legal protection of the results.

If such legal protection is sought, UQAM shall offer to negotiate with the Corporation, if the Corporation so wishes, an exclusive license to exploit one or more of the applications of the work and its results. The parties agree to undertake such negotiations with due diligence and in good faith. The resulting agreement must be signed within three months of the original offer by UQAM, failing which, UQAM shall be free to exploit the work and its results, alone or with other parties, and the Corporation shall not claim any rights thereof. Notwithstanding the granting of a license, UQAM shall retain the right to use the work and its results for research and teaching purposes only.

The Corporation agrees in advance that this negotiation, if applicable, shall be carried out by the company created by UQAM to develop its technology and that the resulting license shall designate said company as the assignor of the rights to the technology.

The granting of a license to exploit the work shall be negotiated by the parties according to the following criteria:

- the value of the intellectual property of the work and its results;
- the nature and the cost of the intellectual property protection covering the work and its results;
- the respective direct and indirect scientific and monetary contributions of the parties to the work and its results;
- the extent of the rights assigned by the license and the extent of the potential market;
- the perspective of subsequent research contracts relating to the development and the improvement of the work and its results;
- industry standards in similar matters.

In reference to the present Section, the intellectual property, inclusive of technical information, know-how, inventions, processes, technologies, plans, specifications,
technical data sheets, drawings and other documents prepared, invented or developed by UQAM before the onset of the work or which have no direct and immediate bearing on the work, is excluded from the definition of the work and its results and shall remain the exclusive property of UQAM or its researchers.

12. **DISCLOSURE**
The parties agree that the disclosure of information for purposes of university research is an integral part of UQAM’s mandate. Nevertheless, they recognize that disclosure of certain items of technical information could cause the work or its results to lose all commercial value.

Consequently, the Corporation shall be sent copies of any draft publication connected with this contract at least ninety (90) days before its presentation or publication. Disclosure must be in compliance with Section 9. If the Corporation does not oppose said disclosure in writing within thirty (30) days of receiving copies of the draft, UQAM may divulge the information. In the event of a written objection, the parties must negotiate an acceptable version of the proposed publication, including the projected publication date, within the initial 90-day period.

Disclosure shall include articles, seminars, and other oral or written presentations. UQAM shall be free to publish, without submitting a draft publication, twelve (12) months after presentation of the final report, subject to the requirements of confidentiality.

13. **GRADUATE STUDENT PARTICIPATION**
The Corporation acknowledges that one or more Master’s and/or one or more doctoral theses exist or are in preparation relating to the present research. Notwithstanding the other provisions of this contract, the Master’s and doctoral works and their results shall remain the property of their authors and in the public domain in accordance with the Regulations of UQAM.

Nevertheless, and only at the specific request of the Corporation, UQAM shall be free to agree, given certain circumstances, to subject the theses in whatever form to confidentiality for a maximum duration of two (2) years from the completion of the work and the transfer of the results to the Corporation.

14. **INDEMNIFICATION**
The Corporation acknowledges and agrees that the research undertaken under the terms of this agreement, given its nature, carries no guarantee of results.

The Corporation shall indemnify and hold UQAM harmless from all lawsuits, expenses or claims resulting from its use, or use by its clients or licensees, of any or all of the work or its results, or of the intellectual property rights relating thereto.

UQAM shall indemnify and save the Corporation harmless from all lawsuits, expenses or claims resulting from the injury or death of persons participating in the work, or from damage caused to UQAM property while executing this contract.
15. **CANCELLATION**
Either party may cancel this contract by giving a thirty (30)-day notice of default, in writing, to the defaulting party, and if the defaulting party does not immediately take corrective measures within this time period. Default on the part of UQAM shall include the death or departure of the senior researcher. The Corporation shall pay for all costs until cancellation, including all reasonable commitments made by UQAM in connection with the work prior to the date on the notice of default and for which UQAM is financially liable.

The present contract shall terminate automatically and UQAM shall be released from all obligations under this contract if the Corporation declares bankruptcy or becomes insolvent, or is subject to a receiving order in favour of its creditors, or if an order has been given or a resolution taken to wind up the affairs of the Corporation or if the Corporation has invoked protection under laws relating to bankruptcy or insolvency. If such is the case, all of UQAM’s expenditures and all reasonable commitments made by UQAM in connection to the work until the date of cancellation of the contract and for which UQAM is liable, shall be reimbursed to UQAM.

In all cases of termination of the contract, the intellectual property rights obtained as a result of the work until the date of cancellation of the contract shall remain the property of UQAM and all further obligations to the Corporation shall cease.

16. **FORCE MAJEURE**
Neither party may be held liable for any default or delay in execution caused by circumstances beyond their control, including but not limited to natural disasters, fires, labour disputes, etc.

17. **SURVIVAL**
Sections 9 (CONFIDENTIALITY), 10 (PUBLICITY), 11 (INTELLECTUAL PROPERTY RIGHTS), 12 (DISCLOSURE), 13 (GRADUATE STUDENT PARTICIPATION), and 14 (INDEMNIFICATION) shall outlive the cancellation or termination of this contract, regardless of the reason, along with such sections that are maintained by law.

18. **NOTIFICATION**
The notices required by virtue of this contract shall be sent by registered mail, or hand delivered with acknowledgement of receipt, to the person and at the address indicated in the contract preamble, unless notice of a change of address has been given in writing. All notices sent by mail shall be deemed to have been received on the third day after mailing, excluding interruptions in the postal service.

19. **ASSIGNMENT AND SUB-CONTRACTING**
Neither of the parties may assign its rights or obligations by virtue of this contract, without the written consent of the other party.

UQAM may not sub-contract the execution of the work without so notifying the Corporation.
20. **PRIOR AGREEMENT AND AMENDMENTS**
All terms and conditions relative to this contract are contained herein, and cancel and replace all previous agreements. Any amendments to this contract shall be assented to in a written agreement between the parties.

21. **FINAL PROVISIONS**
Schedule A of this contract and any references therein shall form an integral part hereof.

This contract shall be binding on all the parties, their assigns and legal representatives.

This contract shall be interpreted and governed in accordance with the laws of the Province of Québec. All legal proceedings, if any, shall be instituted in the District of Montréal.
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT MONTREAL THIS ............TH DAY OF ...................... 200..

FOR THE UNIVERSITÉ DU QUÉBEC À MONTRÉAL

Yves Mauffette, Vice-recteur à la Recherche et à la création

FOR THE CORPORATION INC.

(Name)........................................(Title)............................................................

PARTY TO THE CONTRACT:........................., researcher, who acknowledges having read this contract and accepts all its conditions.

By signing the present, he/she assigns to the UQAM his/her intellectual property rights relating to the work and its results in return of payment of royalties established according to current UQAM practices.

He/she also agrees to ensure that all UQAM participants are informed of their obligations by virtue of this contract and transfer their intellectual property rights.

He/she acknowledges having read UQAM Procedure No. 21 relative to the financial administration of research projects, and the Cadre normatif pour l’éthique de la recherche avec des êtres humains (Normative structure on the Ethics of Research Involving Human Subjects) and undertakes to fulfil the resulting obligations.

........................................, ............................................................