

RESEARCH GRANT AGREEMENT

THIS AGREEMENT MADE THE XX DAY OF XXXX, 201X

BETWEEN:

[NAME OF SPONSOR]
[ADDRESS]
[ADDRESS]
(the "Sponsor")

- and -

Carleton University
1125 Colonel By Drive
Ottawa, Ontario K1S 5B6
(the "University")

WHEREAS the Sponsor and the University (individually a "Party", collectively the "Parties") desire to enter into an Agreement pertaining to a University research program described in Schedule "A" (the "Project");

WHEREAS the University intends to fund the Project through a certain Collaborative Research and Development Grant from the Natural Sciences and Engineering Research Council of Canada application *file number [agency file number]* and titled: *[title of project]* (the "NSERC Application") and through industry funding; and

WHEREAS the Project will be funded in part by the Sponsor and will be carried out by the University under the direction and supervision of **[NAME OF PI]** (the "Principal Investigator") and the University will make its premises, facilities and services available for the Project, all to the extent set forth herein;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the Sponsor and the University agree as follows:

1. SCOPE OF WORK

1.1 The Parties acknowledge and agree that the Project shall be funded in part by payment of funds by the Sponsor to the University in accordance with Article 8 and Schedule "B" hereof.

1.2 The Project shall be carried out by the University in accordance with acceptable research standards, the research policies of the University, and in accordance with the proposal approved by the Sponsor and attached hereto as Schedule "A".

1.3 The University shall furnish the personnel, materials, services, facilities and equipment to carry out the Project as more particularly described in Schedule "A".

2. PRINCIPAL INVESTIGATOR

2.1 The Project shall be carried out under the direction and supervision of the Principal Investigator who shall have responsibility for the scientific and technical conduct of the Project. If for any reason the Principal Investigator is unable to complete the Project as Principal Investigator, the Parties will use reasonable commercial efforts to promptly identify and agree

upon an available successor. If no such successor acceptable to each Party is agreed upon and is available to commence work on the Project within a period of 90 days from the date of resignation or termination of the Principal Investigator, and any Sponsor shall have the right to withdraw from this Agreement pursuant to Section 19.2.

3. TERM AND AMENDMENT

3.1 This Agreement shall be effective for a period starting **[date]** and ending **[date]**, (the "Project Term").

4. SHARING OF RESULTS

4.1 Subject to Article 7, the University shall deliver to the Sponsor, for its own use absolutely, annual interim reports, and no later than ninety (90) days following the expiry of the Project Term or earlier termination of this Agreement a draft final report and the final report as more particularly described in Schedule "A" and disclosing Research Results for the Project (the "Research Reports").

5. CONFIDENTIALITY

5.1 (a) Subject to Article 7, Publication Rights, the University shall use reasonable efforts (that are no less stringent than those used to protect their own Confidential Information) to protect from disclosure such information that is the Confidential Information of the Sponsor. The University shall maintain Confidential Information of the Sponsor strictly confidential and shall only use the same for purposes of carrying out the Project.

(b) The University may disclose Confidential Information of the Sponsor:

- (i) to the University's employees and students and its subcontractors and their respective employees and students, on a "need to know" basis for the purpose of carrying out the Project and who are themselves bound by confidentiality covenants that protect that Confidential Information at least to the same extent as those herein, and
- (ii) as required by law, to any government, regulatory or other authority compelling production and, to the extent so compelled, provided that the University complies with the provisions of Section 5.5.

5.2 (a) The Sponsor shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure such information that is the Confidential Information of the University. The Sponsor shall maintain Confidential Information of the University strictly confidential and shall only use the same for purposes of carrying out the Project.

(b) The Sponsor may disclose Confidential Information of the University:

- (i) to its employees, professional advisors, Affiliates and contractors and the respective employees of those Affiliates and contractors for the purpose of carrying out the Project and for the purpose of using the Research Results as set out in Section 6.3, and who are themselves bound by confidentiality covenants that protect that Confidential Information at least to the same extent as those herein, and
- (ii) as required by law, to any government, regulatory or other authority compelling production and, to the extent so compelled, provided that the Sponsor complies with the provisions of Section 5.5.

5.3 For the purposes of this Agreement, the expression "Confidential Information" means information, samples, materials, documents, specifications, plans, processes and data which are clearly marked and identified as being Confidential Information of a Party ("Disclosing Party"); provided however, that the expression "Confidential Information" shall not include any information which:

- (a) is or becomes publicly available through no fault of the other Party or Parties;
- (b) is already in the rightful possession of the other Party or Parties prior to its receipt from the Disclosing Party and such other Party or Parties are under no pre-existing obligation to keep the information confidential;
- (c) is independently developed by the other Party or Parties;
- (d) is rightfully obtained by the other Party or Parties from a third party which has no obligation to keep the information confidential; or
- (e) is disclosed with the written consent of the Disclosing Party.

5.4 Each Party shall also keep confidential and shall ensure its subcontractors, agents and their respective employees and students keep confidential any and all personal information disclosed directly or indirectly by the other Parties under this Agreement. Notwithstanding anything to the contrary, the Parties shall not do anything with such personal information which may cause another Party to be in violation of privacy legislation in force in Ontario or legislation that is substantially similar thereto.

5.5 If any Party, or person to whom a Disclosing Party discloses Confidential Information pursuant to this Agreement, becomes legally compelled to disclose that Confidential Information, that Party shall provide all other Parties with prompt written notice of that legal obligation and use reasonable efforts to either obtain the written consent of the Disclosing Party prior to making the disclosure or permit the Disclosing Party to take reasonable steps to obtain a protective order or other reliable assurances that confidential treatment will be afforded the Confidential Information, such steps being deemed unreasonable if they would cause the compelled Party to be in violation of the instrument or statute compelling the disclosure.

6. RESEARCH RESULTS

6.1 "Research Results" means all data and information created in the performance of the Project and includes, but is not limited to, substances, processes, formulations, technical information, data, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, software designs, computer programs, databases or know-how, whether or not protected by patent, copyright, or industrial design. "Research Results" shall not include: (i) Confidential Information of the Sponsor which is disclosed to the University to facilitate the Project; (ii) restatements of previously existing information by the Sponsor or the University; (iii) Confidential Information of the University, including but not limited to nonpublic methods, techniques, processes or computer codes utilized by the University for the conduct of the Project, and (iv) the copyright in publications produced by the University in accordance with Sections 7.2 and 7.3 hereof.

6.2 Subject to Section 7.2 hereof, the University will be entitled to release the Research Results into the public domain and upon such release, the Research Results will cease to be Confidential Information of any Party, or any employees, contractors or students of any Party.

6.3 The University hereby grants the Sponsor a non-exclusive, royalty-free, fully paid-up, irrevocable, world-wide right and license to use, copy, produce, reproduce, modify, adapt,

implement, advance and otherwise exploit the Research Results and any intellectual property rights arising from or related to the Research Results (other than in respect of copyright in publications referred to in Sections 7.2 and 7.3) for any purpose whatsoever in their operations and the operations of their Affiliates, including through the use of contractors and other third parties (collectively, the "License"). The University shall take reasonable steps to ensure that it has the rights in and to the Research Results that it requires in order to grant to the Sponsor the aforementioned License.

6.4 In this Agreement, "Affiliate" means, with respect to the Sponsor, any company or business entity, including partnerships and joint-ventures, which directly or indirectly controls, is controlled by, or is under common control with the Sponsor; with "control" meaning possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, a general partnership interest, contract, voting trust or otherwise.

7. PUBLICATION RIGHTS

7.1 The Parties acknowledge that it is part of University's function to disseminate information and to make it available for the purpose of scholarship, education, and research, and that the University does not allow research to be carried out in secret. They also recognize that, although eventual publication of results of research may not be prevented, publication of certain information may jeopardize its commercial value.

7.2 The Sponsor acknowledge that the policies of the University require that all Research Results be capable of publication and disclosure and therefore acknowledge that in keeping with such policies, the University, including but not limited to the employees and students of the University, are entitled to publish the Research Results or any portion of the same, during or after the Project Term, in accordance with the procedure set forth in this Article 7. The University shall furnish the Sponsor with copies of any proposed publication or presentation relating to the Project at least sixty (60) days in advance of presentation or submission for publication. If the proposed publication or presentation contains any Confidential Information of the Sponsor, the affected Party may, within forty-five (45) days of its receipt of the same, notify the University in writing and require the removal of such Confidential Information. In such case the University will take immediate steps to cause the removal of such Confidential Information. If the Sponsor does not identify and require the removal of Confidential Information within such time period the same may be included in the publication or disclosure.

7.3 Notwithstanding anything otherwise contained in this Agreement, in the event a graduate student of the University works on the Project and that student completes a thesis or education report relating to the Project, the student will own the copyright in that thesis or report provided that the University shall have sufficient rights therein to comply with Section 6.3 and ensure compliance with Section 7.2. Although the University shall cause such graduate student to comply with the provisions of Section 7.2 with respect to that thesis or education report, notwithstanding anything contained in this Agreement, publication of a thesis or education report may only be delayed in accordance with applicable policies of the University. There will be no delay for the defence of a student's thesis.

8. PAYMENT

8.1 The Sponsor, will pay to the University for the Project, the funding as shown on Schedule "B" as the funding from the Sponsor, which will be paid or made available to the University in accordance with the provisions of Schedule "B". Such payments shall be due within forty five (45) days of receipt of an invoice by the Sponsor. The obligation to fund portions of the Project to be undertaken, however, shall be contingent upon the University first (a) obtaining approval of the NSERC Application, (b) receiving the sought-after funding under the NSERC Application, and (c) providing

the Sponsor with written notice of the NSERC Application approval and University receipt of the funding. For the sake of clarity, the University acknowledges and agrees that the Sponsor shall in no way be liable for payment under this provision and this Agreement as a whole for work to be undertaken unless and until the NSERC Application has been approved, the funds under that NSERC Application have been received in full by the University, and the University has provided the Sponsor with the prescribed notice.

8.2 The University shall receive and administer the funds in accordance with the terms of this Agreement. The Principal Investigator shall pay from the funds only those expenses which are required to carry out the Project and which are in accordance with the University's regulations governing the use of the funds.

8.3 The University shall provide the Sponsor with a statement of project expenditures upon reasonable request and in any event, annually during the Project Term. During the Project Term of this Agreement and for a period of two (2) years following the expiry of the Project Term or earlier termination of this Agreement for any reason, the University shall maintain, and cause its subcontractors to maintain, complete and accurate records, in accordance with generally acceptable accounting practice, pertaining to performance of the Project or provision of services by the University, and its subcontractors, under this Agreement. Such records shall be available for inspection, review, copy and audit by each Sponsor or their authorized representative, at reasonable times and upon reasonable prior notice, at the expense of the requesting Party. Any errors identified in an audit will be promptly and correctly settled.

9. USE OF THE PARTY'S NAME

9.1 No Party shall use or permit others to use the name of the other Parties hereto or the Principal Investigator, or refer to their participation in the Project:

- (i) for any sales or promotional purposes;
- (ii) in conjunction with the use or exploitation of the Research Results;
- (iii) in conjunction with the development, production or marketing of products developed through the use of the Research Results, or
- (iv) in connection with any presentation or publication (whether academic or otherwise);

without the prior written consent of all the applicable Parties.

10. EQUIPMENT

10.1 Equipment purchased from funds provided by the Sponsor for use in the Project, shall be the University's property provided that the equipment is used primarily for the Project during the Project Term, and that any other use during the Project Term does not delay the Project.

10.2 The University shall be responsible for damage to, and destruction or loss of owned or leased property, including but not limited to, equipment of the University or its subcontractors and their respective employees and students, and for injury to or disease or death of employees and students of the University and its subcontractors arising out of the use of such equipment.

11. SAFETY AND LOSS MANAGEMENT

11.1 The University shall comply with, and shall cause its employees and students and its subcontractors, and their respective employees, students and agents to comply with all applicable laws in the performance of the Project, including without limitation, all laws in respect of maintaining workers' compensation coverage.

11.2 All employees and students of the University, its subcontractors and its vendors working on the Sponsor's site must be a minimum of 18 years of age.

11.3 The Sponsor is totally committed to safety and loss management. The University shall at all times be responsible for safety in the performance of the Project. The University shall comply with, and shall cause its employees and students and its subcontractors, and their respective employees, students and agents to comply with, the Sponsor's safety and site access requirements, as amended from time to time, for access to and while on the Sponsor's site. For clarity, the Sponsor shall not require the employees or students of the University to execute personal agreements with the Sponsor.

11.4 All employees and students of the University, and all employees and students of its subcontractors and its vendors performing services on the Sponsor's site must have completed the Sponsor's required safety orientation programs prior to access to the Sponsor's site.

11.5 The University shall ensure that its employees, students and agents comply with, and shall contractually require its subcontractors and vendors and their respective employees and students to comply with, the provisions of Sections 11.1 through 11.4 inclusive herein.

12. WARRANTIES

12.1 The University agrees to carry out the Project in accordance with acceptable scientific and professional standards but makes no representations or warranties, express or implied, as to ability of achieving any desired result. The University gives no warranty of any fitness for any particular purpose, as to the existence or non-existence of competing technology, the condition, quality or freedom of error of the Research Results or any part thereof, any merchantability, or any other warranty, express or implied, on the Research Results or intellectual property produced in the course of the Project. The University does not warrant that the Research Results or any part thereof or any aspect of the same will be capable of receiving statutory protection. For further clarity, all warranties and conditions expressed or implied, statutory or otherwise are hereby disclaimed.

13. INDEMNITIES

13.1 The Sponsor will defend, indemnify and hold harmless the other Parties, their officers, directors, employees, students and agents from, and as a separate covenant will be liable for, any and all claims, demands, actions, expenses (including legal fees on a solicitor and that solicitor's own client basis) and losses whatsoever that arise, directly or indirectly, out of:

- (a) the negligence or willful misconduct in the performance of the Project by such Sponsor or the Sponsor's officers, directors, employees or agents; or
- (b) the use by that Sponsor or by any party acting on behalf of or under authorization from that Sponsor, of the Research Results or out of any use, sale or the disposition by that Sponsor, or by any party acting on behalf of or under authorization from that Sponsor, of products made by use of the Research Results.

13.2 To the extent permitted by applicable law, the University shall indemnify and hold harmless the other Parties, their officers, directors, employees and agents from, and as a

separate covenant will be liable for, any and all claims, demands, actions, expenses (including reasonable attorney's fees) and losses whatsoever that arise, directly or indirectly, out of:

- (a) subject to Sections 14.1 and 14.2, the negligence or willful misconduct in the performance (or non-performance) of the Project by the University, its officers, directors, students, employees and agents; or
- (b) the use by the University, its officers, directors, students, employees and agents, or by any party acting on behalf of or under authorization from the University, of Research Results or out of any use, sale or the disposition by the University its officers, directors, students, employees and agents, or by any party acting on behalf of or under authorization from either the University, of products made by use of the Research Results.

14. LIABILITY

14.1 The University's liability, either in contract or tort, to the Sponsor, respectively, for damages suffered by such Sponsor arising out of or relating to this Agreement, or any prior agreements respecting the Project entered into between the University and such Sponsor, shall not exceed the amount of the funding which the Sponsor pays to the University during the Project Term of this Agreement plus any amounts recoverable pursuant to insurance required to be maintained under Article 24.

14.2 The University shall not be liable for any direct, consequential, or other damage suffered by the Sponsor or others acting on behalf of or under the authorization of the Sponsor resulting from the use by the Sponsor or others acting on behalf of or under the authorization of the Sponsor of the Research Results or intellectual property or any invention, technology, or product produced in the course of the Project or using the Research Results or intellectual property, with the exception of any loss or damage directly or indirectly caused by the gross negligence or willful misconduct of the University, its employees and/or agents.

14.3 Except as provided for in 13.1 and subject to 14.4 below, the liability of the Sponsor, either in contract or tort, to the University, respectively, for damages arising out of or relating to this Agreement, or any prior Agreements respecting this Project entered into between the University and such Sponsor, shall not exceed the amount of the funding which the Sponsor is required to pay to the University during the Project Term of this Agreement.

14.4 Notwithstanding any other provision of this Agreement, in no event shall any Party be liable to the other Parties in connection with this agreement for any indirect, incidental, special, exemplary, punitive or consequential damages (including but not limited to loss of revenue, loss of profit, loss of business reputation or loss of opportunity) suffered by another Party whether arising out of contract, tort (including negligence), strict liability, or other legal theory and whether at law, in equity or otherwise. For certainty, and subject to Section 14.2, this Section 14.4 does not apply to damages and losses suffered by third parties or to damages or losses (including those relating to the breach of any confidentiality provisions in this Agreement) caused by the gross negligence or wilful misconduct of such Party, its employees and/or agents.

14.5 The University acknowledges that the liability of the Sponsor is several and distinct and not joint and several.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 Except as expressly set forth in this Article, no part of this Agreement may be assigned or subcontracted by any Party without the written consent of the other Parties hereto.

15.2 The Sponsor shall have the right to assign this Agreement to (a) an Affiliate of the Sponsor; or (b) as part of a sale or transfer of a substantial portion of their interests to a financially qualified third party.

16. AMENDMENT

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

17. GOVERNING LAW

17.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and each Party hereby expressly attorns to the jurisdiction of the courts of Ontario for enforcement thereof.

18. AGENCY

18.1 For the purposes of this Agreement, the University is an independent contractor and not the agent of the Sponsor. All persons employed by the University shall be its employees and not employees of the Sponsor. Nothing in this Agreement shall be construed as creating a partnership between the Parties.

19. TERMINATION

19.1 If the Sponsor is in material breach of this Agreement, the University shall give the Sponsor written notice of such breach. If the material breach of this Agreement by the Sponsor described in the notice is not remedied within thirty (30) days from the date of receipt by the Sponsor of the notice from the University, the University may, upon written notice to the Sponsor, terminate the Sponsor's rights under this Agreement, including but not limited to, the Sponsor's License in respect of Research Results developed after the date of termination. If the University gives written notice of termination to the Sponsor pursuant to this Section 19.1, this Agreement shall terminate.

19.2 If the University is in material breach of this Agreement, the Sponsor shall give the University written notice of such breach. If the material breach of this Agreement by the University described in the notice is not remedied within thirty (30) days from the date of receipt by the University of the notice, or if the Sponsor has a right to withdraw pursuant to Section 2.1, the Sponsor may, upon written notice to the University terminate its financial support (if any further installments are pending) of the Project and withdraw from this Agreement. For certainty, in the event of such withdrawal from this Agreement, the right of the Sponsor to a License to receive Research Results after the effective date of withdrawal shall cease. If the Sponsor give notice of withdrawal, this Agreement shall terminate.

19.3 A notice given by the Sponsor withdrawing from this Agreement is effective only thirty (30) days from the date on which that notice is received and shall not release, discharge or otherwise affect the obligations of the Parties with respect to any service or good that was required prior to the time when that notice takes effect.

19.4 Upon withdrawal from this Agreement by the Sponsor pursuant to Section 19.2 or termination of the Sponsor pursuant to Section 19.1, the withdrawing or terminated Party (subject to Sections 5.2(b)(i) and 6.3 in respect of the License up to the date of termination or withdrawal) shall return to each other Party all material and property of the other Party held by it.

19.5 Upon termination of this Agreement for any reason, any surplus of funds paid by the Sponsor to the University pursuant to Article 8 that is in excess of the total of:

- (a) costs of the Project that have been paid by the University; and
- (b) costs of the Project that have been necessarily and irrevocably incurred but not paid by the University at the date of termination of the Agreement;

in accordance with this Agreement, shall be refunded by the University, and each Party shall return to the other Parties, respectively, all material and property of the other Parties, respectively, held by it.

For certainty, a Party's right to termination or withdrawal pursuant to this Article 19 is without prejudice to any other rights or remedies available to it for a breach of this Agreement by another Party.

20. NOTICE

20.1 Any notice, demand or other communication which may be or is required to be given or made pursuant to this Agreement shall, unless otherwise expressly provided herein, be in writing and shall be personally delivered or sent by facsimile to each Party at its address set forth below:

- (a) if to [NAME OF SPONSOR]:
Name:
Title:
Address:
Address
Tel:
Email:

- (b) if to the University:

For Contract and Financial Matters:
Laura McCaffrey
Officer, Research Contracts and Agreements
Carleton University Research Office
1322 Dunton Tower
1125 Colonel By Drive
Ottawa, ON, K1S 5B6
Tel: 613.520.2600 x5548
Email: laura.mccaffrey@carleton.ca

For Scientific Matters:
[NAME OF PRINCIPAL INVESTIGATOR]
Department of [NAME OF DEPARTMENT]
[ADDRESS of PI on CAMPUS] Bldg
1125 Colonel By Drive
Ottawa, ON, K1S 5B6
Tel: 613.520.2600 ext.
Email:

21. EXPORT CONTROLS AND CONTROLLED GOODS

21.1 In the event that goods or information falling under Canadian or United States export control rules, controlled goods or arms regulations are required to be provided by the Sponsor to Carleton, Sponsor will so inform Carleton in writing, in accordance with section 20.1, "Notices", prior to any such disclosure. Sponsor shall not forward or provide any such information to Carleton without the express written permission of Carleton. The burden shall be on Sponsor to

make it available only to eligible individuals as designated by Carleton, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption or exclusion.

21.2 In the event the Project research results or any data developed in the course of the Project constitute controlled goods under Canadian law, the parties will cooperate so that the requirements of the law are met prior to disclosure of such results or data to Sponsor.

21.3 Carleton shall have the right to terminate this Agreement under Article 19, "Termination", if the disclosure of such information, under license or otherwise, would destroy Carleton's ability to invoke the fundamental research exclusion with regard to the conduct or reporting of its research or Carleton is unable to comply with the requirements of the Sponsor.

22. SURVIVAL

21.1 The provisions of Articles 5, 6, 7, 8.3, 9, 12, 13, 14, 19.5 and 21 shall survive the expiry or early termination of this Agreement for any reason.

23. COUNTERPART EXECUTION

23.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

24. INSURANCE

24.1 The University shall, at its own cost and expense, maintain and cause its subcontractors of any tier to maintain, in full force and effect throughout the Project Term of this Agreement and any renewals thereof, the following insurance policies and acknowledgements for:

- (a) Property Insurance to insure all owned and/or leased property that may be used in the performance of this Agreement against perils of all risks of direct physical loss or damage in amounts adequate to cover the replacement value of such property.
- (b) Commercial General Liability Insurance covering legal liability for bodily injury (including death), and property damage in an amount not less than five million dollars (\$5,000,000) per occurrence. This insurance shall include under each of their respective policies, their officers, directors, agents, employees, students, and volunteers as additional insured with respect to their participation in this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement.
- (c) Automobile and Non-Owned Automobile Insurance in an amount not less than three million dollars (\$3,000,000) per occurrence.
- (d) Worker's Compensation and/or employer's liability insurance as may be required by the provisions of law or otherwise deemed reasonably necessary, in an amount sufficient to provide indemnification against any and all claims.
- (e) Acknowledge that they are an employer as defined in the employment standards legislation of the province in which they are situate, and that it will, as a condition of this Agreement, comply with the employment standards legislation of such province and the regulations thereto as they pertain to the Project.
- (f) All deductibles applicable to the foregoing insurances required by this Section 24.1 shall be for the sole account of the University.

24.2 Certificates of Insurance ("COI") providing evidence of these coverages shall be provided upon request from the Sponsor. In the event of cancellation or non-renewal of above described insurance, University shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

24.3 The Sponsor shall be an additional insured under the policies of insurance described in Section 24.1 in respect of claims against it arising out of liabilities from the operations of the University and its subcontractors to be performed under this Agreement. The University, as soon as it is aware of any circumstances which may give rise to a claim related to a loss at the Sponsor's site under its liability insurance, including employer's liability insurance, shall give written notice of such circumstances to its underwriters and the Sponsor. Such notice shall make reference to the provision that the Sponsor is an additional insured in respect of claims against it arising out of liabilities from the operations of the University and its subcontractors to be performed under this Agreement.

24.4 The provisions of this Article 24, Insurance, that are applicable to the University shall be applicable to the University's subcontractors.

24.5 The Sponsor shall maintain such insurance or self-insurance as deemed appropriate by the Sponsor respectively to sufficiently meet their obligations pursuant to this Agreement.

25. SITE ACCESS

25.1 The requirements for access to the Sponsor's site by the University, its subcontractors, and their respective employees, students and agents shall be as agreed from time to time between that respective Sponsor and, as applicable, the University, its subcontractors, and their respective employees, students and agents.

26. FORCE MAJEURE

26.1 A delay in or failure of performance of any of the Parties hereto shall not constitute default under this Agreement nor give rise to any claim for damages, if and to the extent such delay or failure is caused by force majeure which shall mean an event which is unforeseen and outside the reasonable control of the Party which invokes it and which renders such Party unable to comply totally or partially with its obligations under the Agreement and including but not limited to, if the forgoing criteria are satisfied, fire, flood, earthquake, tornado, hurricane, strike, including labour trouble or other disturbance with a duration of more than seven (7) calendar days, war (declared or undeclared), acts of terrorism, embargoes, blockades, acts of any governmental authority (whether or not legally valid), riots, and insurrections. Any Party claiming force majeure under this Article shall use its commercially reasonable efforts to remove or terminate the event subject of such claim, provided that nothing herein shall obligate a Party to settle any strikes or labour disturbances. Such Party claiming force majeure shall, as soon as is reasonably possible, notify the other Parties in writing of the occurrence of the force majeure event and of the resolution of the force majeure event.

27. ENTIRE AGREEMENT

27.1 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede and replace any and all prior agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified without the mutual written consent of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the date first written above.

SPONSOR NAME

Per: _____
Name:
Title:
Date:

CARLETON UNIVERSITY

Per: _____
Name: Sandra Crocker
Title: Associate Vice-President (Strategic Initiatives and Operations)
Date:

DRAFT - CONTACT IPS

SCHEDULE "A"

[INSERT PROJECT PROPOSAL OR DETAILED DESCRIPTION]

DRAFT - CONTACT IPS

SCHEDULE "B"

B.1 Financial Support The Sponsor will pay to the University, the amount identified below as the Sponsor's financial support, that amount having been calculated by reference to the Research Study in Schedule A. The Sponsor will not be liable for any amounts or payments in excess of the support specified in this section B.1:

SPONSORS	AMOUNT
Sponsor	TOTAL
Cash	\$50,000
In-kind	\$160,000

B.2 Invoicing Sponsors will pay to the University, the payment for that Sponsor as identified in the funding table below. The initial payment shall be invoiced upon execution of this Agreement. The University shall invoice the Sponsor for the balance of the grant on the anniversary date of the subsequent year(s) of this Agreement in accordance with the funding table below. All invoices shall include the Sponsor reference number from the table below, if indicated.

Sponsor	Ref #	2016	2017	Total
Cash		\$25,000	\$25,000	\$50,000
In-kind		\$80,000	\$80,000	\$160,000

B.3 Payment Invoiced amounts are due and payable by the Sponsor forty-five (45) days of receipt of invoice.

B.4 Invoices Invoices are to be sent to the Sponsor at the address cited on page 2 of this Agreement.

CHEQUES SHOULD BE MADE PAYABLE TO: Carleton University

PLEASE REFERENCE RESEARCHER'S NAME AND FORWARD TO THE FOLLOWING ADDRESS:

Nada Haralovich
Manager, Accounting Services
Robertson Hall
Carleton University
Phone: 613-520-2600, ext. 3233
Email: nada.haralovich@carleton.ca