

## RESEARCH SERVICE AGREEMENT

**Carleton University**, represented by **[NAME, TITLE]**, hereinafter referred to as “THE UNIVERSITY”, and **[Company Name]**, **[Company Address]**, hereinafter referred to as “THE SPONSOR”, agree to the following terms and conditions:

- 1. Work Description.** THE UNIVERSITY shall perform the Service Work (“THE WORK”), entitled “*title of the project*” and described in the attached **Appendix 1** “Work Description and Budget”. THE WORK will be performed under the technical authority and responsibility of Professor **[NAME OF PROFESSOR]** of THE UNIVERSITY’S **[DEPARTMENT/SCHOOL NAME]**, who agrees to be bound by the terms of this Agreement.
- 2. Acknowledgement.** 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.
- 3. Deliverables.** THE UNIVERSITY shall deliver a report of the results of THE WORK to THE SPONSOR by **[DATE]**. The parties agree that any existing as well as any new methods, techniques or inventions, whether or not patentable, developed by THE UNIVERSITY to carry out THE WORK, are the property of THE UNIVERSITY. The results of THE WORK will belong to THE SPONSOR. Samples provided by THE SPONSOR shall only be used within the scope of THE WORK requested.
- 4. Duration of the Agreement.** The Agreement shall start **[enter start date]** and end **[enter end date]**.
- 5. Intellectual Property:** THE UNIVERSITY and THE SPONSOR agree that the Intellectual property designed and developed in this WORK will be retained by the respective authors. (THIS SECTION CAN BE WORDED APPROPRIATELY TO EACH PROJECT).
- 6. Payment and Invoicing.** In consideration of THE UNIVERSITY carrying out THE WORK, THE SPONSOR will pay THE UNIVERSITY a fixed fee of **[\$[AMOUNT]]** plus any applicable taxes, which includes all direct and indirect costs. Payment shall be made as follows: **i) \$[AMOUNT]** upon signing and **ii) The balance shall become due upon completion.** The UNIVERSITY will send invoices to the SPONSER as follow, **[enter how invoices are to be sent, i.e. 1 invoice, multiple invoice and their amount]**. Payment will promptly be paid by cheque payable to Carleton University and addressed to the Research Accounting Department, 501 Pigiardvik, 1125 Colonel By Drive, Ottawa, ON, K1S 5B6. THE UNIVERSITY reserves the right not to undertake any of THE WORK until the first payment is received.

7. **Trademarks and Names.** THE SPONSOR and THE UNIVERSITY shall not use each other's name in any publicity unless prior authorization is obtained in writing from the other party.
8. **Standard of Performance.** THE UNIVERSITY shall perform its duties under this Agreement in good faith and in a competent, honest and diligent manner.
9. **Indemnification.** Except where death or injury is directly caused by a negligent act or omission of THE UNIVERSITY, THE SPONSOR shall indemnify and hold harmless THE UNIVERSITY, its directors, officers, professors, researchers, students, and other representatives from any and all claims, actions, damages, to persons or property. THE UNIVERSITY makes no representations or warranties, whether expressed or implied, as to any matter including, without limitation, the condition, quality or freedom from error of THE WORK or any part thereof. THE UNIVERSITY shall not be liable for any damages suffered by THE SPONSOR or others resulting from THE WORK or any product using THE WORK. THE SPONSOR shall in all circumstances be liable for damages attributable to faulty or deficient testing protocols, or misinterpretation or misuse of the results, as developed in the course of THE WORK.
10. **Export Controls and Controlled Goods.** 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, prior to any such disclosure. Sponsor shall not forward or provide any such information to Carleton without the express written permission of Carleton.
11. **Language.** The parties hereto agree that this document be drawn up in English.
12. **Governing Law.** This Agreement shall be governed by the laws in force in the Province of Ontario.

**CARLETON UNIVERSITY**

**SPONSOR NAME**

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**Chris Lannon, PhD**  
**Director, Industry and Partnership Services**  
**Date:**

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**Name of authorized signatory**  
**Title:**  
**Date:**

**APPENDIX 1**  
Work Description and Budget

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