

**DISCLAIMER: This document does not constitute legal advice. This document is provided for educational purposes only based on collaborative research agreements that Sheridan enters into with Collaborators. Students and Collaborators that are negotiating an agreement directly should seek their own independent legal advice. It is recommended that Students and Collaborators consult Sheridan's Intellectual Property Policy and [Intellectual Property Website](#).**

## **RESEARCH AGREEMENT**

**THIS AGREEMENT** ("**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Student") and \_\_\_\_\_ ("**Collaborator**"), an organization, having its principal place of operations at \_\_\_\_\_.

(Each of Collaborator and Student are referred to, individually, as a "**Party**" and, collectively as "**Parties**").

**WHEREAS**, Student and Collaborator wish to collaborate on a Research Project (as defined below) that may involve the exchange of proprietary information and materials;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

### **1. DEFINITIONS**

As used in this Agreement, capitalized terms have the meanings given them below or elsewhere in this Agreement:

- 1.1. "Develop, Developed, Developing, Development" means to conceive, invent reduce to practice, create, produce, reproduce or develop and doing any activity that results in anything, work or information of any sort, that is capable of being protected by one or more Intellectual Property Rights.
- 1.2. "Research Materials" means the experimental materials, information, or data one Party may provide the other in connection with the Research Project.
- 1.3. "Research Project Intellectual Property, Intellectual Property" means any patentable or unpatentable invention, copyrightable material, discovery, work of authorship, program, software, or know-how that is discovered, conceived, created, or developed in the performance of the Research Project.
- 1.4. "Intellectual Property Right(s)" means any right existing under patent law, copyright law, industrial design law, integrated circuit topography law, trademark law, plant breeder's rights and any other similar law.

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**2. PURPOSE**

The purpose of this Agreement is to set out the terms and conditions under which the project (“Research Project”) will be carried out between the Student and Collaborator. Details of the Research Project are as follows:

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**3. RESEARCH PROJECT**

- 3.1. Research Efforts. Provided the other Party performs its obligations under this Agreement, each Party agrees to use reasonable efforts to conduct those activities for which it is responsible under the Research Project.
- 3.2. Use of Research Materials. Any Research Materials of one Party transferred to the other in connection with the Research Project may only be used as stated in the Research Project. Unless the Parties agree otherwise, Research Materials are to be considered Confidential Information of the Party providing them. If applicable, Parties shall execute documents, mutually acceptable to both Parties, to transfer Research Materials of one Party to the other Party.
- 3.3. Reporting. The Parties will generally keep one another informed of the results of the work performed in connection with the Research Project.
- 3.4. Similar Research. Nothing in this Agreement will be construed to limit the freedom of the Students participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with parties other than the Collaborator.

**4. CONSIDERATION**

- 4.1. Upfront Contribution. Upon signing of the Agreement Collaborator shall provide the Student with the following:

4.1.1. \_\_\_\_\_

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## **5. PUBLICATIONS**

- 5.1. Acknowledgement. Student shall give Collaborator the option of receiving an acknowledgment in any publication or presentation.
- 5.2. Student Right to Publish. The student(s) may publish the results of their research in the form of a thesis or other publications or presentations. The student(s) shall own the copyright in the thesis, publications or presentations and have the right to publish same subject to limitations described in this section.
- 5.3. Student Right to Disclose. The students may disclose the Research Project on their curricula vitae with the proviso that proprietary and confidential information is not disclosed, as per the terms of this agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Ownership of Research Project Intellectual Property. All Research Project Intellectual Property conceived, discovered and reduced to practice by the Student shall be owned by Collaborator.
- 6.2. Pre-Existing Rights. Except to the limited extent required to perform a Party's obligations under this Agreement, neither Party receives any right, title, or interest in or to any Research Materials provided to it by the other Party or any technology, works or inventions of the other Party that are not Research Project Intellectual Property, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- 6.3. Patent Prosecution and Expenses. Collaborator will be solely responsible for the filing, prosecution, defense and maintenance of all patents, and for surveying any existing patents.

## **7. DISPUTE RESOLUTION**

- 7.1. All Parties shall refer matters in difference between the Parties in relation to this Agreement to arbitration. The award and determination of the arbitrator is binding upon the Parties and their respective heirs, executors, administrators and assigns. The arbitration shall be held in Oakville, Ontario, Canada.

## **8. TERM AND TERMINATION**

- 8.1. Term. This Agreement will remain in effect from \_\_\_\_\_ until \_\_\_\_\_ unless terminated sooner or extended in accordance with this Agreement.

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8.2. Termination. Either Party may terminate this Agreement upon sixty (60) days' written notice.

8.3. Amendments to Agreement. Any amendments to this Agreement shall be made by mutual agreement and by means of written document signed by duly authorized representatives of the Parties.

8.4. Survival. The provisions of this Agreement that are expressly or implicitly intended to remain in effect shall survive the expiry or termination of this Agreement.

## 9. **GENERAL**

9.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the Research Project, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

9.2. Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

To Student:

To Collaborator:

9.3. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to any choice or conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction.

9.4. Headings. Headings included herein are for convenience only, and will not be used to construe this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

STUDENT

COLLABORATOR

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE