



University of Prince Edward Island

Effective on _____, **UNIVERSITY OF PRINCE EDWARD ISLAND**, having an address at 550 University Avenue, Charlottetown, PE, C1A 4P3, Canada (hereinafter the “PROVIDER”) agrees to provide the MATERIAL (as defined in section 3) to _____, having an address at _____ (hereinafter the “RECIPIENT”) subject to the following conditions and terms:

1. **PROVIDER SCIENTIST:** _____.
2. **RECIPIENT SCIENTIST:** _____.
3. **DEFINITIONS:**
 - 3a) **MATERIAL:** _____ including all progeny and unmodified derivatives derived from MATERIAL. The MATERIAL shall not include modifications created through the use of MATERIAL.
 - 3b) **COMMERCIAL PURPOSES:** The sale, lease, license, or other transfer of MATERIAL. COMMERCIAL PURPOSES shall also include uses of the MATERIAL by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL.
 - 3c) **SOLE PURPOSE:** The MATERIAL is provided to the RECIPIENT for internal research and/or evaluation purposes only. The RECIPIENT and the RECIPIENT SCIENTIST agree that MATERIAL is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision for the sole purpose of:
4. The RECIPIENT and/or the RECIPIENT SCIENTIST must NOT use MATERIAL for COMMERCIAL PURPOSES. MATERIAL will not be transferred or made available to any third party or anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL will NOT BE USED IN HUMAN SUBJECTS, IN HUMAN CLINICAL TRIALS, OR FOR DIAGNOSTIC PURPOSES INVOLVING HUMAN SUBJECTS without the written consent of the PROVIDER.
5. **RESERVATION OF TITLE:** PROVIDER retains ownership of MATERIAL transferred to the RECIPIENT, including any MATERIAL contained or incorporated in any modifications to or altered forms of the MATERIAL. The RECIPIENT acknowledges that MATERIAL is or may be the subject of a patent, trademark, plant breeders' rights or any other proprietary rights of PROVIDER. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any proprietary rights of PROVIDER, including any modifications or altered forms of MATERIAL made by the RECIPIENT. The

RECIPIENT acknowledges that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT. This Agreement does not in any way restrict the PROVIDER's right to distribute the MATERIAL to other commercial or non-commercial entities, and the PROVIDER may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies).

- 6. INVENTIONS and DISCLOSURE OF NEW INTELLECTUAL PROPERTY:** If any research conducted by the RECIPIENT, the RECIPIENT SCIENTIST, or anyone working under the RECIPIENT SCIENTIST's direct supervision results in an invention or substance which incorporates or contains, is derived from or relates directly to the MATERIAL or its progeny, including method(s) of manufacture or use(s) of the MATERIAL, and which may be patentable or commercially valuable, the RECIPIENT shall immediately disclose the invention or substance to the PROVIDER or the PROVIDER SCIENTIST, as well as the role of the RECIPIENT and the RECIPIENT SCIENTIST in creating the invention or substance. Any such invention or substance shall be jointly owned by the PROVIDER and the RECIPIENT.
- 7. NO WARRANTY:** Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
- 8. HOLD HARMLESS:** Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.
- 9. PUBLICATION:** In accordance with scientific custom, the RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of MATERIAL in all publications describing the research utilizing the MATERIAL.
- 10. COMPLIANCE WITH LAWS:** The RECIPIENT agrees to use MATERIAL in compliance with all applicable Federal, Provincial and local statutes and regulations.
- 11. TERM OF AGREEMENT:** This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, through reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, provided that:
 - (i) if termination should occur under 11(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and
 - (ii) if termination should occur under 11(b) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL.
 - (iii) in the event the PROVIDER terminates this Agreement under 11(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up

to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL.

Paragraphs 3c, 7 and 8 shall survive termination.

- 12. RETURN OF MATERIAL:** At the request of the PROVIDER, all unused MATERIAL will be returned to the PROVIDER, or destroyed, with a certificate of destruction provided to the PROVIDER.
- 13. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original, and such counterparts together shall constitute one Agreement.
- 14. SEVERABILITY:** IF ONE OR MORE OF THE PROVISIONS IOF THIS Agreement shall be held to be invalid, illegal or unenforceable. The validity, legality or enforceability of this Agreement shall not in any way be affected or impaired thereby.
- 15. APPLICABLE LAW:** This Agreement is made under, and shall be construed according to, the laws of the Province of Prince Edward Island, Canada.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed in duplicate originals by their duly authorized representative.

PROVIDER ORGANIZATION

RECIPIENT ORGANIZATION

Name: Katherine Schultz

Authorized Official: _____

Title: VP Research & Development

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

I acknowledge that I have read and understand this Agreement, and agree to the conditions set forth herein.

PROVIDER SCIENTIST

RECIPIENT SCIENTIST

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

