

COLLABORATION AGREEMENT

This collaboration agreement (hereinafter the "Agreement") is entered into as of **Day Month Year** (the "Effective Date").

BETWEEN

"**The Royal Institution for the Advancement of Learning/McGill University**", having a place of business at 845 Sherbrooke Street West, Montréal, QC, H3A 0G4 ("Host institution")

AND

INSERT ALL COLLABORATING INSTITUTIONS

Collectively referred to as "Parties" or individually as "Party".

WHEREAS The Parties have in common the desire to encourage and facilitate the discovery, dissemination and application of new knowledge as part of the Project entitled "**PROJECT TITLE**";

WHEREAS The Project has been selected for funding under the **AGENCY, SPONSOR PROGRAM**, Funding Opportunity (see Notice of Award included in Schedule A of the agreement);

WHEREAS The Parties agree that any funding provided to co-investigators in support of their research-related activities within the Project shall be executed by separate Subaward Agreement, upon the request of the Project Director.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

For the purpose of this Agreement, the following terms, words, phrases and expressions, when used in the singular or plural, are defined as follows:

- 1.1 "Background Intellectual Property" means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by a Party prior to the Effective Date or outside the scope of this Agreement.
- 1.2 "Confidential Information" means any written information which a Party deems proprietary and clearly marked as "Confidential" or any proprietary information provided verbally from one Party to another and subsequently identified as confidential at the time of disclosure.
- 1.3 "Disclosure" means the publication of theses, articles, and scholarly writings or oral or written presentations at lectures, conferences or seminars.
- 1.4 "Forward Intellectual Property" means any and all Intellectual Property patentable or otherwise protectable by statute, conceived, developed, or reduced to practice or otherwise made by a Party in the course of collaboration under this Agreement.
- 1.5 "Intellectual Property" means scientific formulae, data, discoveries, inventions, ideas, software, models, prototypes, specifications, patterns, drawings, algorithms, concepts, products, compositions, processes and protocols, methods, tests and improvements, know-how, machines, devices, and computer programs and includes any and all patents, patent rights and patent applications which embody, emulate or employ any part of the foregoing.

- 1.6 “Joint Forward Intellectual Property” means any and all Intellectual Property patentable or otherwise protectable by statute, conceived, developed, or reduced to practice jointly developed by the Parties in the course of collaboration under this Agreement.
- 1.7 “Project Director” means the individual identified in section 2.2.
- 1.8 “Product(s)” means any product, apparatus, method or service, the production, manufacture, sale, lease, use or practice of which incorporates or makes use of any or part of the Forward Intellectual Property.
- 1.9 “Project” means the research proposal funded by the **INSERT AGENCY** included in Schedule B of the Agreement.
- 1.10 “Co-investigator” means any individual identified as a co-investigator on the Notice of Award included in Schedule A.
- 1.11 “Partner” means any organization providing cash and/or in-kind resources to the Project.
- 1.12 “Project Materials” means any data collected or acquired in performance of the Project, research results derived from the performance of the Project and materials created or developed in the performance of the Project.
- 1.13 “Subaward Agreement” means an inter-institutional agreement between Host Institution and the recipient institution to provide financial support, in accordance with agency terms and conditions, for project-related activities.

2 PROJECT

- 2.1 **Scope of the Project.** The Parties shall use reasonable efforts to carry out the Project. All Parties agree to participate in the Project according to the description of involvement for each Party in Schedule C. The Project may from time to time be modified by mutual consent of the Parties.
- 2.2 **Technical Management.** The Project Director will act as a liaison between the Parties on technical matters that may arise during the course of the Project. The Project Director is identified as the following:
- 2.2.1 INSERT CONTACT INFORMATION FOR PROJECT DIRECTOR**
- 2.3 **The Project Director will:**
- 2.3.1 Receive and transmit all information between the parties;
 - 2.3.2 Prepare and submit required reporting to Sponsor;
 - 2.3.3 Coordinate the exchange of Background Information and the disclosure of Joint Forward Intellectual Property;
 - 2.3.4 Coordinate and schedule periodic discussions of the results, problems and status of each Party’s performance under this Agreement;
 - 2.3.5 Schedule and coordinate the exchange of reports and visits by personnel of each Party to facilities of the other Parties, if desired, and other meetings and periodic reviews as appropriate;
 - 2.3.6 Coordinate any decision that must be made jointly, such as choice of materials, publication and patent pursuit;

3 PARTY OBLIGATIONS

- 3.1 **Reports.** Parties agree to provide the Project Director with reports indicating progress of the Project, and results obtained using the draft template provided in Schedule E by **INSERT DEADLINE FOR REPORTING** of each year, unless otherwise specified by the Project Director. The Project Director reserves the right to modify the reporting deadline and template as the Partnership evolves, and to meet **INSERT AGENCY**’s reporting requirements. The Project Director will

disseminate any changes to the reporting template to all co-investigators and partner representatives 60 days prior to the reporting deadline..

3.2 **General Obligations.** Each Project Partner shall:

- 3.2.1 provide all of its participants with space and basic support necessary for their participation in Project Research and the Project;
- 3.2.2 cooperate with the other Parties as needed to facilitate the submission of progress reports for the Project; and,
- 3.2.3 provide timely notice of and information about Project Intellectual Property to the Project Director and the Host Institution.

3.3 **Financial Obligations.** Each Project Partner shall, as part of its cash and/or in-kind contributions (if applicable), to the Project:

- 3.3.1 make the non-refundable cash and/or in-kind contributions (if applicable) to the direct costs of Project Research as set out in Schedule C; and,

3.3.2 (INSERT, IF APPLICABLE) provide an annual report on contributions to the Project Director using the reporting form included in Schedule D, reporting on the period April 1 to March 31st, by April 15th of each year, unless otherwise specified by the Project Director. The Project Director reserves the right to change the financial reporting deadline as necessary to comply with reporting requirements of the Agency.

4 **PROJECT-RELATED MATERIALS**

- 4.1 Subject to any applicable privacy legislation, regulatory approvals, and any third party restrictions, each Party agrees to, upon request by any other Party, provide the requesting Party with Project Materials.
- 4.2 Unless otherwise agreed between the Party providing the Project Materials and the receiving Party, the providing Party agrees that the receiving Party may use, copy, distribute, and further develop the Project Materials for non-commercial research and educational purposes, with any restrictions or additional rights to be negotiated between the providing Party and the receiving Party.

5 **DISCLOSURE AND PUBLICATION**

- 5.1 **Publication.** Parties shall have the right to publish and otherwise present the results without any restrictions. However, during the course of the Project, Parties shall inform the Project Director of plans for publication or other scientific communication arising from the Project and one copy of all scientific communication arising from the Project shall be given to Project Director.
- 5.2 The order of authors is a collective decision of the authors consistent with the governing standards of the scientific discipline(s) involved. Any disputes regarding authorship may be brought to the Steering Committee as per section 10.4 of this Agreement.
 - 5.2.1 Should the proposed publication contain any potential Forward Intellectual Property, appropriate assessment and notification, in accordance with section 7 should be done prior to publication.
 - 5.2.2 In the event any graduate student completes a thesis, articles in a scientific review or report relating to the Project, the student has the right to use the results in the thesis and/or its defence and the Collaborating Institution shall have the right to use those results for the evaluation of the academic progress of such student in accordance with its policies and procedures.
 - 5.2.3 In all publications, INSERT AGENCY financial support and the Project shall be

acknowledged.

5.3 **Publicity.** No Party will issue any press release or publicity concerning this Agreement or the Project and its subject matter except with prior written consent from the Project Director, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Parties shall have the right to disclose the existence of this Agreement.

5.3.1 Each Party agrees not to use the others' names or logo in publicity without written consent from the duly authorized representatives of the other Parties.

6 **CONFIDENTIALITY**

6.1 Notwithstanding the rights authorized in Sections 4 and 5, Confidential Information shall be treated by the receiving Party with the same degree of care with which the receiving Party treats and protects its own proprietary and confidential information against public disclosure but with no less than reasonable care. The obligation to safeguard Confidential Information shall continue for a period of two (2) years from the date of termination or expiration of this Agreement and shall not apply to information which;

6.1.1 is already known to the receiving Party to which it is disclosed without breach of the provisions of this Agreement;

6.1.2 is or becomes part of the public domain without breach of the provisions of this Agreement;

6.1.3 is lawfully obtained from a third Party;

6.1.4 is required by law to be disclosed;

6.1.5 is independently developed by one Party without reference to Confidential Information provided by another Party.

7 **INTELLECTUAL PROPERTY**

7.1 **Background Intellectual Property.** Each of the Parties, subject to any third-Party rights that may exist, agree to provide, free-of-charge, a non-exclusive, non-transferable, licence to any Background Intellectual Property which shall be limited solely for the purpose of performing work under this Agreement. Any Background Intellectual Property must be clearly identified as such by the contributor at the time it is provided to the other Parties.

7.2 **Forward Intellectual Property.** Intellectual Property created independently by one Party under this Agreement shall be owned by that Party and shall be under the exclusive administration and control of that Party.

7.3 **Joint Forward Intellectual Property.** Intellectual Property created by more than one Party shall be jointly owned by said Parties. Said Parties shall not commercialize the Joint Forward Intellectual Property without the written consent of all Parties involved in its creation, which shall not be unreasonably withheld.

7.4 For greater certainty, if the Parties create Joint Forward Intellectual Property, the Party wishing to commercialize such Intellectual Property will need to agree on a sharing of commercial terms with the other Parties that participated in its creation.

7.5 All Joint Forward Intellectual Property created or developed by researchers from the Parties shall be jointly administered and controlled and shall in good faith, be governed by the following:

- i) the responsibility for preparing, filing, and prosecuting any patent applications or other protection for the Intellectual Property will be jointly decided;
- ii) the Parties will work co-operatively to commercially exploit the Joint Forward

- iii) Intellectual Property; and after deducting patenting and other protection costs to which the Party incurring them may lay claim, remaining revenue will be shared as mutually agreed by the Parties;

7.6 **Rights reserved.** The Parties acknowledge that notwithstanding the provisions of section 6.2 and 6.3, all Parties, and if applicable, the Project Director and Parties to this Agreement shall retain the right to use all Forward Intellectual Property and Joint Forward Intellectual Property for academic purposes, including teaching and research and non-commercial purposes.

8 REPRESENTATIONS AND WARRANTIES

8.1 **Representations.** The Parties represent and warrant to each other that:

8.1.1 they each have full authority to enter into this Agreement;

8.1.2 they abide by all applicable rules, regulations, terms and conditions of the Tri-Agency Framework: Responsible Conduct of Research at <http://www.rcr.ethics.gc.ca/eng/policy-politique/framework-cadre/> and any other governing laws and regulations pertaining to the conduct of research;

8.1.3 their undersigned representatives have full authority to execute this Agreement on their behalf; and,

8.1.4 the performance of their respective obligations under this Agreement will not violate the terms of any other agreement or contract to which they are a Party.

8.2 **Disclaimer:** Notwithstanding anything else in this Agreement, each Party shall carry out its portion of any Project activities in accordance with appropriate scientific and professional standards but not promise success in achieving any desired result. No Party makes any representations or warranties either express or implied, as to the results of the Project research, including without limitation, the existence or non-existence of competing technology, the condition, quality or freedom from error of the research results, including but not limited to the Project Intellectual Property, or any part thereof, or any merchantability or fitness for any particular purposes or non-infringement, and all warranties, terms and conditions, express or implied, statutory or otherwise, are hereby disclaimed.

9 INDEMNIFICATION AND LIABILITY

9.1 **Indemnification:** Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents.

9.2 **Liability.** No Party shall be liable to another for indirect or consequential damages.

10 GOVERNANCE AND DISPUTE RESOLUTION

10.1 **Cooperation.** Each Party to this Agreement agrees to cooperate with the other to ensure that each may enjoy all rights conferred under such Agreement.

10.2 **Governance.** All parties agree to the governance structure described below, which has evolved since the application development stages and will continue to be in effect for the duration of the Project. (INSERT DESCRIPTION OF GOVERNANCE STRUCTURE)

10.3 **Change of Membership.** The Parties acknowledge that the Project is contemplated as a network of organizations with mutual research interests and that it is anticipated that new members may want to join after the Project has been established.

- 10.3.1 A prospective new member may join following a process established by the Project Director and Steering and/or Advisory Committees. If application by a new member is accepted, the Parties agree to amend this Agreement to add the new member as a Partner. Once approved, Project Director will undertake to notify **Name of Agency** of the new Party using the mechanisms required by **Agency**.
- 10.3.2 Any Party other than Host Institution may, with sixty (60) days written notice to the other Parties and subject to Sponsor approval if required, withdraw from the Project. If a Party withdraws according to this provision they shall be considered removed as a Party to this Agreement effective as of the date of their withdrawal.
- 10.3.3 In the event that Project-related material and/or Joint Forward Intellectual Property has been created by the terminating Party during the term of this agreement, the Host Institution and the terminating Party shall mutually decide on the action to be taken regarding their continued use and protection by the Project until Project completion.
- 10.3.4 Parties shall be advised of changes to Project membership.
- 10.4 **Mediation.** The Parties shall attempt to resolve any dispute, controversies, and claims with respect to this Agreement amicably through good faith negotiations. Any disputes, controversies, and claims with respect to the Project, should be submitted in writing to the Project Director. Should the Project Director be unable to resolve the dispute, the issue will be brought to the Steering Committee. The Steering Committee will then assess the issue and request the assistance of the Advisory Committee, as required.

11 **TERM AND TERMINATION**

- 11.1 Implementation and performance of the Project is conditional on Host Institution's receipt of funding from **INSERT AGENCY**. Should the **INSERT AGENCY** funding not be received, this Agreement shall automatically be null and void.
- 11.2 The term of this Agreement shall be from the date of **INSERT AGENCY**'s award of the Project grant (**PROJECT START DATE**) until the date the **INSERT AGENCY** grant is concluded (**PROEJCT END DATE**), unless terminated or extended as set out herein or by mutual agreement of the Parties.
- 11.3 This Agreement may be terminated by Host Institution, subject to Sponsor approval if required, in the event that
 - 11.3.1 Sponsor terminates the Project grant, or
 - 11.3.2 The Project Director becomes ineligible to hold funding from the Sponsor or is otherwise unable to continue as the Project Director and no mutually acceptable replacement is available, or
 - 11.3.3 The Project is unable to proceed for any other reason.

12 **GENERAL PROVISIONS**

- 12.1 **Notices.** All notices, reports, requests, consents and other communications between the Parties pertaining to matters related to this Agreement shall be submitted in writing, by regular mail or by electronic mail, to the Authorized Delegate of Host Institution and the Project Director, referring to this Agreement. Host Institution's Authorized Delegate is responsible for ensuring that all parties are notified of any notice in a timely manner.

Host Institution Authorized Delegate

Ms. Marlene Boutet

Project Director

INSERT NAME AND CONTACT INFORMATION

Associate Director, Awards Management
Office of Sponsored Research
McGill University
James Administration Building, Second
Floor
Montreal, Quebec H3A 2T5
Phone: (514) 398-8120
Email: marlene.boutet@mcgill.ca

- 12.2 **Waiver of rights.** No waiver or failure by the Parties to enforce their right or insist on strict performance of this Agreement shall be deemed to prevent the Parties from subsequently enforcing their rights or insist on strict performance under the Agreement. No waiver or failure to strictly enforce rights shall affect the validity of this Agreement.
- 12.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the Agreement itself or any of its provisions.
- 12.4 **Survival.** All terms of this Agreement which by their nature have continuing effect shall survive the termination or expiration of this Agreement.
- 12.5 **Assignment.** No Party shall have the right to assign this Agreement without the written consent of the other Parties. Such consent shall not be unreasonably withheld.
- 12.6 **Headings.** The headings contained in this Agreement are for convenience and reference only and shall not define or limit the scope, or affect the interpretation of, its provisions.
- 12.7 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the Project. There are no understandings, representations or warranties between the Parties in respect of the Project, except as expressly set forth in this Agreement. Any modification to this Agreement shall be agreed to in writing and approved by an authorized representative of the Parties and by Host Institution's Office of Sponsored Research.
- 12.8 **Language.** Les Parties ont requis que cette entente soit rédigée en anglais. The Parties have requested that this Agreement be drafted in English.
- 12.9 **Governing law.** Parties agree to remain silent.
- 12.10 **Counterparts.** This Agreement may be executed in counterparts either through original or electronic transmission of signatures, which together shall form an Agreement. An executed copy of the Agreement delivered by facsimile or electronic copy shall constitute valid execution and delivery of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties agree to be bound by the terms of this Agreement.

McGill University

Signature

Print (name and title of signatory)

Date: _____

Acknowledgement of Project Director

I, **NAME OF PROJECT DIRECTOR**, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all McGill participants are informed of their obligations under such terms and conditions.

NAME

All Parties agree that their signatures to this agreement are found in Schedule C.

Schedule A – Notice of Award

Schedule A – Notice of Award

INSERT NOTICE OF AWARD

Schedule B – Proposal

**INSERT PROPOSAL FROM THE APPLICATION SUBMITTED TO THE
AGENCY**

Schedule D – Annual Statement for Cash and/or In-Kind Contributions

Institution: McGill University
Authorized official: Marlene Boutet, Associate Director, Awards Management
Office of Sponsored Research
Affiliated Co-Investigators:

Research Activities:

Dr. INSERT NAME will INSERT DESCRIPTION OF THE EXPECTED ACTIVITIES OF THE CO-INVESTIGATOR IN THE PROJECT

Financial Contributions:

The **INSERT SOURCE OF CONTRIBUTION (VPRIR, DEPARTMENT, LAB, ETC.)** at McGill University will provide a total cash contribution of \$xxx over xxx years for the technical support of the Project at McGill.

McGill – VPRIR

Fiscal Year (April 1 to March 31)	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Project-related direct costs							
In-kind							
In-cash							
TOTAL							

Acknowledgement:

I, the Co-Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all University participants (employees and students) are informed of their obligations under such terms and conditions.

Dr. INSERT NAME

Date

Schedule D – Annual Statement for Cash and/or In-Kind Contributions

Institution:
Authorized official:
Affiliated Co-investigator:

Research Activities:

Dr. INSERT NAME will INSERT DESCRIPTION OF THE EXPECTED ACTIVITIES OF THE CO-INVESTIGATOR IN THE PROJECT

Financial Contribution:

The **INSERT SOURCE OF CONTRIBUTION (VPRIR, DEPARTMENT, LAB, ETC.)** at **INSERT INSTITUTION NAME** will provide a total cash contribution of \$**xxx** over **xxx** years for the technical support of the Project.

INSERT NAME Contribution Budget

Fiscal Year (April 1 to March 31)	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Project-related direct costs							
In-kind							
In-cash							
TOTAL							

IN WITNESS WHEREOF the INSERT NAME agrees to be bound by the terms of this Agreement.

Signature

Date

Acknowledgement:

I, the Co-Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all University participants (employees and students) are informed of their obligations under such terms and conditions.

Dr. INSERT NAME

Date

Schedule D – Annual Statement for Cash and/or In-Kind Contributions

**ANNUAL PARTNERSHIP GRANT
CONTRIBUTION STATEMENT**

Partnership Grant Project Title:		Fiscal Year Ending March 31, 20XX
Project Director Name (in full)	University Account No.	Grant No.
Host Institution Name, Return Address		
		Email

Partner Organization Name (in full)	
Partner Contact Name (in full), Title	
Address:	Telephone
	Email

PARTNER CONTRIBUTION TABLE	CASH	IN KIND
Personnel Costs		
Student Salaries & Benefits / Stipends		
Bachelor's		
Master's		
Doctoral		
Non-student Salaries & Benefits / Stipends		
Postdoctoral Researcher(s)		
Other Personnel		
Travel & Subsistence		
Team Members - Canadian Travel		
Team Members - International Travel		
Students - Canadian Travel		
Student - International Travel		
Other Contributions		
Professional and Technical Services		

Schedule D – Annual Statement for Cash and/or In-Kind Contributions

Non-Disposable Equipment, Materials and Supplies		
Other (please specify)		
Total Contributions, Current Year		
\$		

I hereby certify that the above statement of contributions is correct.

(signed) _____ Date _____

Partner Person Contact, Title
Partnering Organization

Schedule E - Annual Technical Report for Co-Investigators

TEMPLATE FORM

Reporting Period:	April 1, 20XX to March 31, 20XX
Co-Investigator's Name:	

1. Briefly state the research theme your team is exploring. Highlight any significant deviation from the initial project focus or scope and explain the reason for the change.
2. List any deliverables that have been achieved.
3. Give a summary of the project-related research activities your team has undertaken in the past year.
4. Give a summary of any significant project-related research findings your team has discovered in the past year.
5. Give a summary of the student training your team engaged in during the past year and list the names of the students along with their academic level (e.g., undergraduate, MA, etc.). Please precise if these students are Canadian or foreign students and please also mention which of these have been paid and how much.
6. Describe any engagement your team has had with project partners and/or stakeholders.
7. List any project-related publications that have resulted from your team's research.
8. Indicate all mobilization, exchange and dissemination of research activities undertaken in the past year, as well as the audience type.
9. List any additional project funding your team has applied for and/or acquired in the past year.

*Please note that additional information may be requested in order to comply with the reporting requirements of **INSERT AGENCY**.