

SERVICE CONTRACT

BETWEEN: **NAME OF SPONSOR**, a corporation incorporated under the laws of Place and having its offices at Street Address, Name of City, Province/State, Name of Province/State, Country, Postal/Zip Code
(the "**Sponsor**")

AND: **THE UNIVERSITY OF BRITISH COLUMBIA**, a corporation continued under the *University Act* of British Columbia and having an office at #103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3
(the "**University**")

AND: **<@AFFILIATED HOSPITAL, Description and Address**
(the "**Hospital**")>
(**<@University and Hospital collectively>**, the "**Institution**")
(**<@all> <@both>** referred to as the "**Parties**")

WHEREAS:

A.

THE PARTIES AGREE AS FOLLOWS:

1.0 Services, Budget and Contract Period

1.1. The Parties acknowledge and agree that the attached **Schedule "A"** will determine the services which the Institution will provide (the "**Services**"), the amount(s) which the Sponsor will pay for the Services (the "**Budget**") and the duration of the Services (the "**Contract Period**").

2.0 Confidentiality

2.1. "**Confidential Information**" means any information provided by the Sponsor to the Institution relating to the Services, whether written or otherwise. In order to constitute Confidential Information for the purposes of this Contract, the Sponsor must clearly identify such information in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Sponsor must summarize it in writing and identify it as being confidential within 10 days of the disclosure. Furthermore, such information will not be considered Confidential Information for the purposes of this Contract if and when it:

- (i) is made subject to an order by judicial or administrative process requiring it to be disclosed;

- (ii) is published or becomes available to the general public other than through a breach of this Contract;
- (iii) is obtained by the Institution from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Sponsor;
- (iv) is independently developed by employees, agents or consultants of the Institution who had no knowledge of or access to the Confidential Information; or
- (v) was possessed by the Institution prior to its receipt from the Sponsor.

2.2. The Institution will keep and use all Confidential Information in confidence solely for the purpose set forth in this Contract and will not disclose any part of Confidential Information to any person, firm, corporation, or other entity. Without limiting the generality of the foregoing, the Institution will not use, manufacture, or sell Confidential Information or any device or means incorporating any Confidential Information, and will not use any Confidential Information as the basis for the design or creation of any device or means.

2.3. Subject to Article 3.1, the Sponsor requires of the Institution, and the Institution agrees within the letter of the law, that this Contract, and each part of it, is confidential and will not be disclosed to third parties, as the Sponsor claims that such disclosure would or could reveal commercial, scientific or technical information and would significantly harm the Sponsor's competitive position.

2.4. The Sponsor contemplating the disclosure of Confidential Information acknowledges that the Institution by its very nature is an open public research institution with students passing through in an open and uncontrolled manner and therefore cannot provide the same degree of security for its own Confidential Information as that which is customary in an industrial research centre. However, the Institution will use the same care and discretion to avoid disclosure of Confidential Information as it uses for its own similar Confidential Information that it does not wish to disclose.

2.5. Notwithstanding any termination or expiration of this Contract, the obligations of confidentiality in this Article 2 will survive and continue to be binding upon the Institution, its successors, and assigns until three (3) years after such termination or expiration.

3.0 Publicity

3.1. Notwithstanding anything to the contrary in this Contract, either Party may disclose the identity of the other, the title of the Services, the name of the Investigator, the Contract Period and the amount being paid by the Sponsor for the Services. Except as provided by the foregoing, no Party may use the other Party's name, trademark or insignia for any advertising or any promotional purposes without the other Party's prior written consent.

4.0 Disclaimer of Warranty

4.1. **The Institution makes no representations or warranties, either express or implied, with respect to any data or results arising from the Services. The Institution specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any**

defect, error or failure to perform, even if the Institution has been advised of the possibility of such damages. The Sponsor hereby acknowledges that the Services are of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by the Institution to undertake its own due diligence with respect to all matters arising from this Contract.

5.0 Indemnity

5.1. The Sponsor hereby indemnifies, holds harmless and defends the Institution, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all reasonable legal fees and disbursements incurred) arising out of the receipt or use by the Sponsor of any data or results arising from the Services including, without limitation, any damages or losses, consequential or otherwise, arising from or out of the Services, however they may arise.

6.0 Insurance

6.1. The Parties acknowledge that the Institution has adequate liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by the Institution. The Institution has no liability insurance policy that can extend protection to any other person. Therefore, subject to Article 5 (Indemnity), each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents, and where applicable, its faculty and students.

7.0 Termination

7.1. This Contract will be effective for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article 7.

7.2. Either Party may terminate this Contract upon 90 days prior written notice to the other Party.

7.3. No termination of this Contract however effectuated, will release the Parties from their rights and obligations under Articles 2 (Confidentiality), 3 (Publicity), 4 (Disclaimer), 5 (Indemnity) and 7.4.

7.4. In the event of early termination of this Contract by the Sponsor or due to a breach of this Contract by the Sponsor, the Sponsor will pay the Institution for all work done on the Services to date, including any work in progress as at the receipt of notice of such termination.

7.5. The Institution reserves the right to suspend work on the Services or to terminate this Contract by delivering written notice of same to the Sponsor if the Sponsor fails to pay any invoiced amount within 30 days from the due date.

7.6. The Parties may extend this Contract in writing for additional periods under mutually agreeable terms and conditions. Said extension will be effective upon signature by both Parties.

8.0 Notices

8.1. All notices or other documents that either Party is required or wishes to deliver to the other Party may be delivered only by personal delivery or by registered or certified mail, all postage and other charges prepaid, at the address below or at such other address as that Party may designate in writing to the other Party. Any notice personally delivered or sent by facsimile will be deemed to have been given or received at the time of delivery or upon confirmation of transmission of the facsimile.

Sponsor

Name
 Title
 Sponsor
 Address
 City, Province
 Country/Postal Code
 Tel:
 Fax:
 Email:<@>

Institution

Re: File FAS No. @
 University-Industry Liaison Office
 #103 – 6190 Agronomy Road
 The University of British Columbia
 Vancouver, British Columbia
 Canada V6T 1Z3
 Tel: (604) 822-8580
 Fax: (604) 822-8589
 <@Hospital>

The Sponsor may direct questions of a scientific nature or regarding financial matters to the University through the following contacts:

Scientific Matters

Department of
 The University of British Columbia

 Vancouver, British Columbia
 Canada
 Tel: (604)
 Fax: (604)

Financial Matters

Re: File FAS No. @
 Manager, Research and Trust Accounting
 Office of Financial Services
 The University of British Columbia
 General Services Administration Building
 2075 Wesbrook Mall
 Vancouver, British Columbia
 Canada V6T 1Z1
 Tel: (604) 822-3275
 Fax: (604) 822-2417

9.0 General

9.1. Nothing contained in this Contract is to be deemed or construed to create between the Parties a partnership or joint venture. No Party has the authority to act on behalf of any other Party, or to commit any other Party in any manner at all or cause any other Party's name to be used in any way not specifically authorized by this Contract.

9.2. The Schedules and the terms and conditions contained in this Contract constitute the entire understanding between the Parties. The Parties will be bound by the Schedules except to the extent that they may conflict with the terms and conditions contained in this Contract, in which case the terms and conditions of this Contract will govern. No modifications will be binding unless executed in writing by the Parties.

9.3. If any provision of this Contract will be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.

9.4. No condoning, excusing or overlooking by either Party of any default or breach of any terms of this Contract by the other Party will operate as a waiver of the Party's rights under this Contract of any continuing or subsequent default or breach. No waiver will be inferred from or implied by anything done or omitted by a Party except an expressed waiver in writing.

9.5. Neither Party who exercises a specific right or remedy will be precluded from or prejudiced in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

9.6. This Contract will be governed by and construed in accordance with the laws in force in the Province of British Columbia and Canada without regard to its conflict of law rules and by signing this Contract the Parties agree to the exclusive jurisdiction of the Courts of British Columbia.

9.7. This Contract may be executed in counterpart by the Parties, either through original copies or by facsimile or electronically each of which will be deemed an original and all of which will constitute the same instrument.

9.8. In this Agreement, unless the contrary intention appears, "days" means calendar days.

SIGNED BY THE PARTIES AS A CONTRACT on _____, 20__ but effective as of the beginning of the Contract Period regardless of the date of execution.

Signed for and on behalf of
THE UNIVERSITY OF BRITISH COLUMBIA
by its duly authorized officer:

Signed for and on behalf of
<@SPONSOR>
by its duly authorized officer:

Name:

Title:

Date:

Name:

Title:

Date:

Name:

Title:

Date:

<@ Signed for and on behalf of
HOSPITAL
by its duly authorized officer:

Name:

Title: Vice President, Research

Date:

Investigator Acknowledgment

I have read and understood the foregoing Contract and understand my responsibilities as the Investigator. Further, I confirm the following:

- 1) the Services are for routine use of specialised research equipment or facilities;
- 2) the Services are not supported directly by any external research funding;
- 3) the Services do not include the participation of any students in their thesis-related research;
- 4) I will have no right to publish or otherwise use the data and results of the Services;
- 5) I have no conflict-of-interest with the Sponsor; and
- 6) I have advised any students who will perform any part of the Services of the conditions set out in 3) and 4) above.

Name:
Department of
Date:

SAMPLE

SCHEDULE "A"

Statement of Services and Budget

The Institution will provide the Services under the supervision of Dr. _____, Department of _____, Faculty of _____, at the University (the "Investigator") during the Contract Period from _____ to _____.

Services:

Budget:

The Sponsor will pay the University the total amount of \$ _____ payable in _____ funds and in accordance with the Budget. The Sponsor will pay to the University the amounts on the following due dates:

- 1) 30 days from the signature of this Contract.....Amount
- 2) mth/30/yrAmount
- 3) mth/30/yrAmount

Payment by cheque will be made payable to The University of British Columbia and forwarded to the following address:

Re: File FAS No. @
 Manager, Research and Trust Accounting
 Office of Financial Services
 The University of British Columbia
 General Services Administration Building
 2075 Wesbrook Mall
 Vancouver, British Columbia
 Canada V6T 1Z1
 Tel: (604) 822-3275
 Fax: (604) 822-2417

If you wish to make payments by wire transfer:

Pay Via: SWIFT MT100
 Pay to: HSBC Bank Canada, Main Branch, Vancouver, BC – SWIFT Address HKBCCATT
 Account number for Canadian dollars: 016-10020-437218-002
 Account number for US dollars: 016-10020-437218-070
 Beneficiary: The University of British Columbia
 Payment Details: RTA, FAS#

The Sponsor will pay interest on all amounts owing to the University but not paid on the due date, at the rate of 12.68% per annum, calculated annually not in advance. The interest accrues on the balance of unpaid amounts from time to time outstanding, from the date on which portions of the amounts become due and owing until payment in full.

Any funds that may remain after completion of the Services will be retained by the University.

SAMPLE