

**MEMORANDUM OF COOPERATION
APPLIED SCIENTIFIC RESEARCH & EXPERIMENTAL DEVELOPMENT
("MOC-ASR&ED")**

between

SPONSOR NAME (hereinafter the "SPONSOR")

and

THE BOARD OF GOVERNORS OF RED RIVER COLLEGE
(hereinafter the "COLLEGE").

WHEREAS, the COLLEGE provides a learning environment which encourages Applied Scientific Research & Experimental Development activities by faculty, staff and students;

AND WHEREAS, the SPONSOR requires Applied Scientific Research & Experimental Development assistance and services and has agreed to support, through cash and value-in-kind contributions, relevant Applied Scientific Research & Experimental Development activities at the COLLEGE;

AND WHEREAS, the parties desire to continue strengthening cooperation and collaboration in Applied Scientific Research and Experimental Development;

AND WHEREAS the parties, acting within the framework of their respective powers and responsibilities and guided by the principles of trust and mutual benefit, affirm their desire to engage in technical discussions and activities in order to define cooperative and collaborative Applied Scientific Research & Development projects and activities.

NOW THEREFORE, the MOC-ASR&ED sets out the understanding of the parties as follows:

ARTICLE 1 – NATURE OF THE RELATIONSHIP

The objective of the MOC-ASR&ED is to establish a framework for collaboration to promote mutual organizational interests in ways that are consistent with the mandates, policies, priorities and resources of each party. The needs of specific Applied Scientific Research & Development projects will be documented and approved using project-specific sub-agreements (each, an "ASR&ED Project Sub-Agreement") which are in accordance with the MOC-ASR&ED.

Except for those provisions dealing with Confidentiality and Intellectual Property, the MOC-ASR&ED is not intended to create any legally binding obligation, nor is the MOC-ASR&ED intended to exclude cooperation with other organizations, by either party.

ARTICLE 2 – COOPERATIVE PROGRAM

During the term of the MOC-ASR&ED, the parties affirm their desire to enter into a Cooperative Program consisting of an arrangement of technical projects and other joint activities concerning Applied Scientific Research & Experimental Development (each, a "Project", and collectively, the "Projects") which will be supported by both parties in a variety of ways, including but not limited to collaborative initiatives, use of equipment or facilities, provision of technical and administrative personnel, technical services, and knowledge and technology transfer and commercialization. Each Project will be defined in an ASR&ED Project Sub-Agreement to be negotiated separately and mutually agreed by COLLEGE and SPONSOR within the framework of the MOC-ASR&ED.

ARTICLE 3 - PROJECTS

The nature of the Projects may include, but shall not be limited to, the following:

1. collaborative applied scientific research and experimental development project activities involving technological advancement, uncertainty and content, such as
 - (a) prototype development and testing of novel and/or innovative technologies;
 - (b) laboratory tests and field trials of novel and/or innovative technologies;
 - (c) development of new technology applications, products, and services;
2. development of SPONSOR-specific education and training programs;
3. exchange, secondment or term employment of technical personnel, including cooperative education students;
4. organization of symposia, conferences, seminars and special events; and
5. joint promotion of both parties.

An Annual Applied Scientific Research & Experimental Development Work Plan will be developed to define and achieve mutually agreeable goals, and to facilitate the execution of Projects and activities in support of the annual goals.

ARTICLE 4 – CONTRIBUTION OF RESOURCES

Each party shall normally bear the cost of its participation in Projects under this MOC-ASR&ED, subject to other terms, which may be agreed upon in ASR&ED Project Sub-Agreements. For any Project arranged under the MOC-ASR&ED, each party will specify through such sub-agreements their respective contributions of funding, personnel, and scientific, technical and management resources and facilities.

By mutual agreement, either the SPONSOR or the COLLEGE shall provide any necessary administrative, management, coordination and technical support for these Projects.

When appropriate, support from third party sources, such as the Natural Sciences and Engineering Council and Canada Revenue Agency's Scientific Research & Experimental Development Program, will be sought to support relevant collaborative activities.

ARTICLE 5 – CONFIDENTIALITY

In order to carry out the intent of the MOC-ASR&ED, the SPONSOR and the COLLEGE will, from time to time, exchange information or opinions that the disclosing party may consider confidential. The parties agree to treat generally as confidential, information or opinions exchanged, generated or obtained in the implementation of the MOC-ASR&ED.

Both parties recognize and acknowledge that by the nature of their respective operations, they will be involved not only with each other, but also with various third parties, either directly or indirectly, in projects covering a broad spectrum of technology, and that as a result of such involvement, confidential information may be either generated or obtained. Nothing in the MOC-ASR&ED shall be construed as requiring either party to disclose to the other any confidential information so generated or obtained. Each party shall each have the right to place any restrictions, limitations and conditions they deem appropriate upon the communication and cooperation that is contemplated by the MOC-ASR&ED.

With respect to individual Projects, disclosure of any information which may be confidential or proprietary, will be negotiated under ASR&ED Project Sub-Agreements. All reasonable efforts will be taken to ensure such information shall be safeguarded and will not be disclosed to anyone without a "need to know" within either party.

Nothing contained in this MOC-ASR&ED shall be deemed or construed to limit or condition in any way the use by a party of such party's own confidential or proprietary information.

ARTICLE 6 - PUBLICATION

The parties agree that part of the function of the COLLEGE is to disseminate information and make it available for the purpose of scholarship. The parties further recognize that the publication of certain technical information may destroy its commercial value.

The SPONSOR shall be provided copies of any proposed research publication relating to Projects performed under the MOC-ASR&ED at least sixty (60) days in advance of presentation or publication or less if agreed to in writing by the SPONSOR. If the SPONSOR does not object in writing to such disclosure within thirty (30) days of receipt, the COLLEGE shall be free to proceed with publication. In the event written objection is made, the parties shall negotiate an acceptable version of the proposed disclosure, including the release date, within the original sixty (60) day notice period. Disclosure includes theses, academic articles, seminars and other oral and written presentations by COLLEGE faculty, staff, and/or students. Nothing contained in this MOC-ASR&ED shall be deemed or construed as authorization for the publication or other disclosure of any confidential information of SPONSOR without SPONSOR'S prior written consent.

The COLLEGE shall be free to publish three years after completion of a Project, without the express written permission of the SPONSOR, subject to confidentiality requirements.

ARTICLE 7 – INTELLECTUAL PROPERTY

Intellectual Property includes, but is not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plan specifications, models, prototypes, inventions, patterns, samples, designs, or know-how, whether patentable or not. Ownership, and the use, of intellectual property developed under the MOC-ASR&ED shall be determined separately for each Project. The exact terms for any such agreement will be negotiated separately for each Project.

The COLLEGE and the SPONSOR shall promptly provide a written disclosure to each other of any invention first conceived, discovered, or reduced to practice in the performance of a Project.

A range of options concerning the ownership and commercial exploitation of Intellectual Property is available for consideration and inclusion in ASR&ED Project Sub-Agreements, including the following OPTIONS I, II, and III:

OPTION I: SPONSOR-Owned Deliverables and Intellectual Property

The deliverables and any other Intellectual Property arising from an ASR&ED Project Sub-Agreement shall be owned by the SPONSOR, including assignment of rights to inventions, normally restricted to the SPONSOR's industry sector or field of use. The COLLEGE shall have the following rights:

A royalty-free non-exclusive license for research and education purposes only, subject to confidentiality requirements.

In the event the deliverable(s) or Project results contain patentable inventions, copyrightable software, or know-how which is commercially exploited, a reasonable royalty or other financial recognition shall be negotiated in keeping with industry norms and recognizing the SPONSOR's contribution to the collaboration.

In the event the SPONSOR does not exploit certain deliverable(s) or Project result(s) within a specified time frame to be agreed upon, the right to commercially exploit the said deliverable(s) or Project result(s) shall be reassigned to the COLLEGE, subject to a royalty-free non-exclusive license to the SPONSOR.

OPTION II: SPONSOR-Owned Deliverables and College-owned Intellectual Property

The deliverables arising from an ASR&ED Project Sub-Agreement shall be owned by the SPONSOR. In the event the deliverables contain patentable inventions, copyrightable software, or know-how which is commercially exploited, a reasonable royalty or other financial recognition shall be negotiated in keeping with industry norms and recognizing the SPONSOR's contribution to the collaboration. Intellectual Property other than that included in the deliverables shall be owned by the COLLEGE, but the SPONSOR shall have the following rights:

- (a) The COLLEGE hereby grants the SPONSOR a non-exclusive license to use and modify such other Intellectual Property with the right to sub-license to affiliated companies as agreed upon, subject to confidentiality requirements.
- (b) The COLLEGE hereby grants the SPONSOR a right of first offer to an exclusive, royalty-bearing license to use, sell and modify such other Intellectual Property, with the right to sub-license, with compensation for these rights to be in the form of a reasonable royalty or other financial recognition which shall be negotiated in keeping with industry norms and recognizing the SPONSOR's contribution to the collaboration. Such an exclusive license to be normally restricted to the SPONSOR's industry sector or field of use.

Notwithstanding the licenses granted hereunder, the COLLEGE shall retain the right to use the other Intellectual Property for research and educational purposes, subject to confidentiality requirements.

OPTION III: COLLEGE-Owned Intellectual Property

Any Intellectual Property arising from a Project shall be owned by the COLLEGE in accordance with the policies of the COLLEGE, if an employee/student/contractor of the COLLEGE is/are either sole inventor/author or the principal co-inventor/author. The COLLEGE shall have the right to file patent/copyright applications, and shall be the owner of any resultant patent(s)/copyright(s) that issue. The COLLEGE agrees to pay all costs attending to the preparation, filing, and prosecution of such patent/copyright applications as well as maintenance fees until either a patent/copyright issues or the COLLEGE decides that the prosecution should be terminated.

The SPONSOR shall have the following rights:

- (a) In the event that the COLLEGE elects not to file a patent/copyright application in these circumstances within six months of receiving the report of such invention, the COLLEGE shall notify the SPONSOR, and the SPONSOR shall have the right to file such patent(s)/copyrights. In such case, the SPONSOR agrees to pay all costs attending to the preparation, filing, and prosecution of such patent/copyright applications as well as maintenance fees until either a patent/copyright issues or the SPONSOR decides that the prosecution should be terminated.

- (b) The COLLEGE grants to the SPONSOR a first right of offer for an exclusive license, together with the right to grant sublicenses, to make or have made, use and sell any apparatus and to practice all methods covered under such patents/copyrights and applications related to the Intellectual Property. Such exclusive license, normally restricted to the SPONSOR's industry sector or field of use, shall be on such terms and conditions as the COLLEGE and the SPONSOR may mutually agree and that the form of consideration paid to the COLLEGE shall be in the form of a reasonable royalty or other financial recognition in keeping with industry norms and recognizing the SPONSOR's contribution to the collaboration. Such consideration shall apply only to the technology resulting from the Intellectual Property.

ARTICLE 8 – WARRANTY

The COLLEGE and the SPONSOR agree to carry out the Project(s) in accordance with professional standards but do not guarantee success in achieving any desired result. The COLLEGE and the SPONSOR give no warranty of fitness for a particular purpose, or any other warranty, express or implied, on the results of the Project(s). The COLLEGE shall not be liable for any direct, consequential, or any other damage suffered by the SPONSOR or others resulting from the use of the Project results or any invention, technology or product produced in the course of or using the results of the Project. The SPONSOR shall not be liable for any direct, consequential, or any other damage suffered by the COLLEGE or others resulting from the use of the Project results or any invention, technology or product produced in the course of or using the results of the Project.

ARTICLE 9 – DESIGNATED REPRESENTATIVES

Each party will designate a program manager to organize and co-ordinate the development of the Annual ASR&ED Work Plan and the resultant Projects under the MOC-ASR&ED, including the approval of the ASR&ED Project Sub-Agreements. On behalf of the SPONSOR, program management will be coordinated through the Director of Engineering or designate. On behalf of the COLLEGE, program management will be coordinated through the Director, Applied Research & Commercialization or designate.

ARTICLE 10 – FOLLOW UP ACTIVITIES

The program manager for each organization will convey pertinent information to their respective organizations and colleagues. The program managers will also make recommendations, as appropriate, to their respective organizations with respect to specific projects, additional arrangements, or further agreements between the parties intended to further foster and develop a cooperative working relationship and understanding between the two parties. The program managers will monitor their respective organizations with respect to matters and activities relevant to the MOC-ASR&ED.

ARTICLE 11 - TERM

The MOC-ASR&ED will become of full force and effect upon the date set forth below preceding the signatures of the parties hereto, will remain in effect for a five-year period, and may be extended or amended upon mutual written consent of the parties any time prior to its expiration date.

The MOC-ASR&ED will be jointly reviewed on an annual basis by both parties.

Either party may terminate the MOC-ASR&ED by notifying the other party in writing at least ninety (90) days in advance of such termination date.

Notwithstanding the expiration or termination of the MOC-ASR&ED, any and all ASR&ED Project Sub-Agreements then in effect under the MOC-ASR&ED, and not in default, will continue in effect and will continue to be subject to the terms of the MOC-ASR&ED as may be necessary to give effect to such ASR&ED Project Sub-Agreements for the balance of their terms, subject to any amendments to such ASR&ED Project Sub-Agreements as may be mutually agreed in writing by the COLLEGE and the SPONSOR.

ARTICLE 12 – ADVERTISING/PROMOTION

Each party shall obtain the written consent to use the name and/or logo of the other party, in advance and prior to each use, including in any materials or communications advertising or promoting the relationship, which consent shall not be unreasonably withheld.

ARTICLE 13 – NOTICES

Any notice, request, demand, consent or other communication (collectively a “Notice”) provided or permitted hereunder shall be in writing and given by personal delivery (against receipt) or sent by registered mail (against receipt) postage prepaid, or delivered by overnight delivery service, or transmitted by facsimile, addressed to the other party for which it is intended at its address below:

To the SPONSOR:

SPONSOR Name

Address

Attention: Name, Title

Fax:

To the COLLEGE:

Red River College

2055 Notre Dame Avenue

Winnipeg, MB R3H 0J9

Attention: Director, Applied Research & Commercialization

Fax: (204) 633-3079

Any Notice given pursuant to the MOC-ASR&ED shall make specific reference to the MOC-ASR&ED. Any Notice so given shall be deemed to have been received on the date on which it was delivered by personal delivery or by overnight delivery service, or, if transmitted by facsimile during the regular business hours of the party receiving the Notice, on the date it was transmitted, or if sent by registered mail, on the fifth business day thereafter. Provided, however, that either party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten days” prior written notice of such change to the other party in the manner prescribed above, and provided also, that in the event of threatened or actual postal disruption, Notices hereunder shall be delivered only personally or by facsimile transmission.

IN WITNESS WHEREOF the undersigned have signed this Memorandum of Cooperation on this ___th day of Month, 200__.

FOR:

SPONSOR NAME

**THE BOARD OF GOVERNORS OF
RED RIVER COLLEGE**

Per: _____

Per: _____

NAME
TITLE

NAME
TITLE

Witness

Witness

Per: _____

Per: _____

NAME
TITLE

NAME
TITLE

Witness

Witness

**Applied Scientific Research & Experimental Development
Project Sub-Agreement #**

AN AGREEMENT MADE the ___ of Month, 200_ between:

SPONSOR Name (hereinafter referred to as "SPONSOR")

and

The Board of Governors of Red River College (hereinafter referred to as the "COLLEGE")

WHEREAS the COLLEGE and the SPONSOR are parties to the Memorandum of Cooperation concerning Applied Scientific Research & Experimental Development ("MOC-ASR&ED").

WHEREAS the COLLEGE and the SPONSOR desire to enter into an Applied Scientific Research & Experimental Development Project Sub-Agreement (the "Agreement") to carry out activities as outlined in Schedule "A" attached hereto and incorporated herein (the "Research"), and in accordance with the provisions of the MOC-ASR&ED and this Agreement.

WHEREAS the SPONSOR recognizes that the COLLEGE may utilize all applied scientific research & experimental development for the benefit of the education and training for students at the COLLEGE, whenever the opportunity arises, subject to the MOC-ASR&ED, including Articles 5, 6, and 7 thereof, and the terms and conditions of this Agreement.

NOW THEREFORE, the Agreement sets out the understanding of the parties as follows:

1. PERIOD OF AGREEMENT

This Agreement shall be effective from START to END ("Term"), unless otherwise extended, renewed, or amended by mutual written consent. Time is of the essence of this Agreement.

2. PROJECT MANAGER

The COLLEGE agrees that the Research shall be undertaken under the direction of the Project Manager, identified below, who shall be responsible for the administrative and technical conduct of the work required under this Agreement.

Name of Project Manager

Contact Information

Red River College
2055 Notre Dame Avenue
Winnipeg, MB R3H 0J9
Tel: 204.632.2325
Email:

<u>Name of Administrative Contact</u>	Contact Information
Name of Representative Title	Red River College C506 – 2055 Notre Dame Avenue Winnipeg, MB R3H 0J9
	Tel: 204.632.2325
	Email:

3. PAYMENT

Payment to the COLLEGE under this Agreement shall not exceed the stated amount in the proposed and agreed upon budget in „Schedule B“ as included in this Agreement. Any changes to the proposed budget must be agreed to in writing by all parties to this Agreement. Payment will be made to the COLLEGE in accordance with the payment schedule in „Schedule B.“ Change Orders will be used to document and authorize any mutually-agreed modifications to the Research (Schedule A) and Budget (Schedule B) due to changes in scope in the course of this Project.

4. CONFIDENTIALITY

Use whatever is appropriate.

5. RESEARCH DOCUMENTATION/COPYRIGHTS/PUBLICATIONS

Use whatever is appropriate.

6. PATENTS/KNOW-HOW

A. Definitions.

(1) “Background Know-How” means all information relevant to and useful in performance of the Research in the possession of COLLEGE or any of its employees or independent contractors prior to the effective date of this Agreement or acquired or developed by COLLEGE apart from this Agreement, and which is not in the public domain, including but not limited to unpatented manufacturing processes, specifications, or operating procedures, and other commercial or industrial techniques.

(2) “Agreement Know-How” means all information developed by COLLEGE or any of its employees or independent contractors in the course of or in connection with performance of and pursuant to this Agreement, and which is not in the public domain, including but not limited to unpatented manufacturing processes, specifications, or operating procedures, and other commercial or industrial techniques.

(3) “Background Patent Rights” means all inventions relevant to and useful in the performance of the Research and in the possession of COLLEGE or any of its

employees or independent contractors, and reduced to practice prior to the effective date of this Agreement or acquired or developed by COLLEGE apart from this Agreement, whether patented or an application for patent under the patent laws of the United States of America, Canada, or any other country, including but not limited to any art, methods, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof.

(4) "Agreement Patent Rights" means any invention or discovery of COLLEGE or any of its employees or independent contractors conceived or first actually reduced to practice in the course of or in connection with performance of and pursuant to this Agreement, whether patented or an application for patent under the patent laws of the United States of America, Canada, or any other country, including but not limited to any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof.

B. Allocation of Rights.

(1) Background Rights. Title to Background Know-How and/or Background Patent Rights shall remain vested with COLLEGE. COLLEGE shall make any existent Background Know-How and Background Patent Rights fully available for use in connection with the Research under this Agreement for no consideration in addition to that set forth in this Agreement.

(2) Agreement Rights. Use whatever is appropriate.

C. Invention Disclosures and Reports.

Use whatever is appropriate.

7. EQUIPMENT, LIABILITY & INSURANCE

7.1 Equipment purchased by the COLLEGE for use in the Research that was included as a budgetary item shall remain the property of the COLLEGE unless specified otherwise.

7.2 Throughout the Term, the SPONSOR shall purchase and maintain general liability insurance against claims for bodily and personal injury (including death) or damage to property arising out of the operations and activities of the SPONSOR under this Agreement or in relation to the Research or arising as a result of any acts of omissions of the SPONSOR or any of its officers, employees or agents.

7.3 Without limiting the generality of subsection 7.2, such insurance shall:

- (a) name the COLLEGE, its officers, employees and agents as Additional Insureds with respect to SPONSOR'S operations and activities performed and services provided under this Agreement or in relation to the Research;
- (b) provide five million (\$5,000,000.00) dollars minimum limits for general liability (which may be satisfied through one or more layers of excess liability insurance); and

- (c) contain a clause which states that the insurers will not cancel, materially alter or cause the policy to lapse without giving a minimum of thirty (30) days prior written notice to the COLLEGE (except for cancellation due to non-payment of premium, which may be given on ten (10) days prior notice).
- 7.4 The SPONSOR shall ensure that all employees of the SPONSOR carrying on activities or providing services with respect to this Agreement or the Research are covered by Workers' Compensation coverage. If the SPONSOR is unable to arrange Workers' Compensation coverage for its employees, the SPONSOR shall arrange for another form of injury and disability coverage.
- 7.5 At the request of the COLLEGE, the SPONSOR shall provide to the COLLEGE:
- (a) a certificate of insurance evidencing the required insurance coverage prior to carrying out any activities or programs or providing any services under this Agreement; and
 - (b) evidence that the required Workers' Compensation coverage or injury and disability insurance coverage is in place.
- 7.6 Throughout the Term, COLLEGE shall purchase and maintain general liability insurance against claims for bodily and personal injury (including death) or damage to property arising out of the operations and activities of the COLLEGE under this Agreement or in relation to the Research or arising as a result of any acts of omissions of the COLLEGE or any of its officers, employees, agents, or independent contractors.
- 7.7 Without limiting the generality of subsection 7.7, such insurance shall:
- (a) name the SPONSOR, its officers, employees and agents as Additional Insureds with respect to COLLEGE'S operations and activities performed and services provided under this Agreement or in relation to the Research;
 - (b) provide five million (\$5,000,000.00) dollars minimum limits for general liability (which may be satisfied through one or more layers of excess liability insurance); and
 - (c) contain a clause which states that the insurers will not cancel, materially alter or cause the policy to lapse without giving a minimum of thirty (30) days prior written notice to the SPONSOR (except for cancellation due to non-payment of premium, which may be given on ten (10) days prior notice).
- 7.8 The COLLEGE shall ensure that all employees of the COLLEGE carrying on activities or providing services with respect to this Agreement or the Research are covered by Workers' Compensation coverage. If the COLLEGE is unable to arrange Workers' Compensation coverage for its employees, the COLLEGE shall arrange for another form of injury and disability coverage.
- 7.9 COLLEGE shall bear the risk of loss to the Coach (as defined in Schedule A hereto) and any other property of SPONSOR at all times while such property is in the possession or under the control of COLLEGE.

8. WARRANTY

In accordance with Article 8 of the MOC-SR&ED, effective DATE.

9. TERMINATION

- 9.1 This Agreement may be terminated by either party by giving sixty (60) days written notice to the other. In the event of termination, the COLLEGE and the SPONSOR shall take all necessary steps to effect the orderly termination of the Research, including any final reporting required.
- 9.2 In addition to the termination rights set forth in the preceding subsection, either party hereto may terminate this Agreement in the event the other party is in default of any of its obligations under this Agreement, and the defaulting party fails to cure its default(s) within fifteen (15) days after receiving written notice from the non-defaulting party specifying the default(s). In such event, the non-defaulting party may immediately terminate this Agreement by so notifying the defaulting party.
- 9.3 The provisions of Articles 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive termination of this Agreement.
- 9.4 Each party agrees it will make every effort to use, when authorized in writing by the other party, the trademarks and logos of the other party in a manner consistent with the standards set by each party for normal use of its trademarks and logos.
- 9.5 Any advertisement, press release, article or other means of promoting the Research developed by either party will require the prior written approval of the other party, such consent not to be unreasonably withheld.
- 9.6 All materials supplied by the SPONSOR and utilized in this Agreement are the responsibility of the SPONSOR. It is the SPONSOR's responsibility to arrange for the disposal of the said materials from the COLLEGE within two weeks after the termination of this Agreement.

10. INDEMNIFICATION

- 10.1 SPONSOR agrees to defend, indemnify, and hold harmless COLLEGE, its officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, actions, causes of action, damages, losses, fees (including reasonable attorneys' fees and expert witness fees), expenses, and penalties of any kind, including but not limited to liability for injury to or death of any person, or damage to or loss of property, resulting from, arising out of, or caused by, in whole or in part, any actual or alleged (1) negligence, recklessness, or wilful misconduct by SPONSOR or any of its employees, agents, or subcontractors (other than COLLEGE), or (2) material breach by SPONSOR of any of its obligations under this Agreement.
- 10.2 COLLEGE agrees to defend, indemnify, and hold harmless SPONSOR, its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, actions, causes of action, damages, losses, fees (including reasonable attorneys' fees and expert

witness fees), expenses, and penalties of any kind, including but not limited to liability for injury to or death of any person, or damage to or loss of property, resulting from, arising out of, or caused by, in whole or in part, any actual or alleged (1) negligence, recklessness, or wilful misconduct by COLLEGE or any of its employees, agents, or subcontractors, or (2) material breach by COLLEGE of any of its obligations under this Agreement.

11. ASSIGNMENT AND SUBCONTRACTING

No part of this Agreement may be assigned or subcontracted by either party without the written consent of the other. Notwithstanding the above, the SPONSOR may assign this Agreement to an affiliate.

12. AMENDMENT

No amendment or variation to this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both parties signed by authorized representatives of each party. Change Orders will be used to document and authorize modifications to the Research (Schedule A) and Budget (Schedule B) due to any mutually-agreed changes in scope in the course of the Project.

13. NOTICES

Any notice, request, demand, consent or other communication (collectively a "Notice") provided or permitted hereunder shall be in writing and given by personal delivery (against receipt) or sent by registered mail (against receipt) postage prepaid, or delivered by overnight delivery service, or transmitted by facsimile, addressed to the other party for which it is intended at its address below:

To the SPONSOR:

SPONSOR Name

Address

Attention: Name, Title

Fax:

To the COLLEGE:

Red River College

2055 Notre Dame Avenue

Winnipeg, MB R3H 0J9

Attention: Director, Applied Research & Commercialization

Fax: (204) 633-3079

Any Notice given pursuant to this Agreement shall make specific reference to this Agreement. Any Notice so given shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the

regular business hours of the party receiving the Notice, on the date it was transmitted, or if sent by registered mail, on the fifth business day thereafter; provided, however, that either party may change its address and/or facsimile number for purposes of receipt of any such communication by giving at least ten days" prior written notice of such change to the other party in the manner prescribed above, and provided also, that in the event of threatened or actual postal disruption, Notices hereunder shall be delivered only personally or by facsimile transmission.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and the parties hereby expressly attorn to the jurisdiction of the courts of Manitoba for enforcement thereof.
15. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16. The parties shall be deemed independent contractors hereunder and shall not be nor hold themselves out as employees or agents of the other party. The parties acknowledge that they do not have any authority to act for or in the name of the other party or to bind or to commit the other party in any manner whatsoever. The parties further acknowledge that they are not authorized to make any representations or warranties on behalf of the other party, except as expressly agreed to in writing by such party.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the date first written above.

The Board of Governors of Red River College

Director,
Applied Research & Commercialization

Date

Name
Vice President, Academic & Research

Date

Per: The SPONSOR
SPONSOR NAME

NAME
TITLE

Date

SCHEDULE "A"
Applied Scientific Research & Experimental Development
Project Sub-Agreement #
STATEMENT-of-WORK
PROJECT NAME

This is Schedule "A" attached to and forming part of the Project Sub-Agreement dated as of Month Day, 200_ and entered into between the COLLEGE and the SPONSOR.

Introduction

Description of Work

Deliverables

SCHEDULE "B"
Applied Scientific Research & Experimental Development
Project Sub-Agreement #
BUDGET

This is Schedule "B" attached to and forming part of the Project Sub-Agreement dated as of Month Day, 200_ and entered into between the COLLEGE and the SPONSOR.

TITLE:

PROJECT MANAGER:

ADMINISTRATIVE CONTACT: . Name, Director, Applied Research & Commercialization

COST:

Time and materials not to exceed \$_____ , plus any applicable taxes.

PAYMENT SCHEDULE:

1. 15% due upon Project initiation.
2. 25% due upon completion of milestone (eg. 25% of Project duration, time basis).
3. 25% due upon completion of milestone (eg. 50% of Project duration, time basis).
4. 25% due upon delivery of final Project deliverables.
5. 10% holdback due within 30 days after acceptance of Project deliverables.