

SERVICE AGREEMENT (Research Centre)

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SERVICE AGREEMENT (Research Centre)

SERVICE AGREEMENT (Research Centre) entered into at, Province of, Canada.

BETWEEN: (*corporate name*), a legal person duly incorporated under the *Act (name of statute under which the corporation was incorporated)*, with its principal place of business at (*civic number and street name*),, Province of (*name of province*),, (*postal code*), and duly registered under the designating number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)*, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, [(V1) as he/she so declares] OR [(V2) as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A];

HEREINAFTER THE “CLIENT”;

AND: (*corporate name*), a legal person duly incorporated under the *Act (name of statute under which the corporation was incorporated)*, with its principal place of business at (*civic number and street name*),, Province of (*name of province*),, (*postal code*), and duly registered under the designating number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)*, represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, [(V1) as he/she so declares] OR [(V2) as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule B];

HEREINAFTER THE “RESEARCH CENTRE”;

HEREINAFTER COLLECTIVELY THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

A) The CLIENT is engaged in the business of (*identify business activity*);

CLIENT	RESEARCH CENTRE

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- B) The RESEARCH CENTRE has developed expertise in the field of
(description of business activity) and it has the experience and knowledge that is necessary and useful to *(describe type of research work)*;
- C) The CLIENT wishes to retain the services of the RESEARCH CENTRE to conduct research on its behalf and to obtain the latter's scientific and technical expertise to perform the contemplated work with regard to *(describe product, process, prototype or pilot plant)*;
- D) The contemplated work will require the constant support of the RESEARCH CENTRE in order to implement a research and development program until its completion;
- E) The RESEARCH CENTRE agrees to perform, on a non-exclusive basis, all research and development required by the CLIENT, for consideration;
- F) This agreement will serve as a framework agreement with respect to any other research work that may be periodically required by the CLIENT in connection with the work contemplated hereunder;
- G) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- H) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement will be interpreted as set out below. Moreover, words and expressions may also be defined elsewhere in the agreement, in which case they will have the meaning expressly set out in such section or subsection in which they are defined.

0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.05 herein;

CLIENT	RESEARCH CENTRE