

CONTRACT AND DOCUMENT TEMPLATES



edilex.com

Montreal: 514-745-5410
Toll-Free: 1-877-745-5410
Email: info@edilex.com

CO-DEVELOPMENT AGREEMENT

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CO-DEVELOPMENT AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: V1 (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), in the City of (name of city), 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);

V1.1 (Authorized Representative) (to be added after V2, if applicable), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof, as he/she so declares;

V1.2 (Authorized Representative by Resolution) (to be added after V2, if applicable), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

OR

V2 (common business name), [a general partnership], OR [a limited partnership represented by (name of its general partner), its general partner], OR [an undeclared partnership], OR [a joint venture], OR [a collaboration], OR [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... Act (identify applicable statute)] OR [Civil Code of Quebec] OR [applicable general law], with its head or registered office at (civic number and street name), in the City of (name of city), Province of (name of province),, (postal code), and duly registered (if applicable) under the designating number in accordance with the Act (name of applicable statute governing legal registration of corporation) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares OR [as indicated in the resolution of the partners of the general partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], OR [as indicated in the resolution of the partners of the undeclared partnership], OR [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture], OR [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], OR [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

HEREINAFTER THE “COLLABORATOR 1”;

Table with 2 columns: COLLABORATOR 1, COLLABORATOR 2

AND: (identify collaborator 2);
(select the appropriate version from those listed above and, if applicable, insert Schedule B)

HEREINAFTER THE “COLLABORATOR 2”;

HEREINAFTER COLLECTIVELY THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The COLLABORATOR 1 is engaged in the business of (identify business activity);
- B) The COLLABORATOR 2 is engaged in the business of (identify business activity);
- C) The PARTIES agree to collaborate in order to (identify proposed project);
- D) The PARTIES agree to share the cost and benefits of the project, as defined in Subsection 0.01.17 below;
- E) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- F) 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

COLLABORATOR 1	COLLABORATOR 2

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

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 11.05 herein;

0.01.02 Breach

means, with regard to any representation or warranty or obligation under the Agreement:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any provision;

0.01.03 Claim

means any request, complaint, grievance, legal action, lawsuit, cause of action, order, sentence, judgment, notice, demand letter, legal proceeding, arbitration, audit, hearing, investigation or assessment;

0.01.04 Committee

means the science committee composed of THREE (3) members, established for the purpose of managing the Project;

0.01.05 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the receiving PARTY prior to the date of its disclosure;
- b) information known by or available to the public prior to the date of its disclosure;

COLLABORATOR 1	COLLABORATOR 2

- c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving PARTY;
- d) information received at any time by a Person who is not bound to one of the PARTIES by a confidentiality undertaking with regard to that information;
- e) information independently produced by the receiving PARTY;
- f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.06 Costs

means all general fees and expenses jointly incurred by the PARTIES in connection with the Project and in accordance with the Specifications;

0.01.07 Discovery

refers to *(describe the invention or discovery)* that will be developed and tested by the PARTIES in connection with the Project;

0.01.08 Dispute

means any problem, difficulty, disagreement or litigation between the PARTIES arising from the interpretation, application, execution or cancellation of the Agreement or related to their legal or business relationship;

0.01.09 Force Majeure

means any event beyond the control of a PARTY that could not have been reasonably foreseen and against which it could not have protected itself such as any natural disaster, epidemic, fire, accident, act of war (whether declared or not), insurrection, riot, act of terrorism, strike, spontaneous work stoppage or slowdown, lockout, power or telecommunications outage (including Internet and cell phone services), intervention by civil or military authorities, or compliance with any Law, government decree or order issued by any public authority [OR *(identify any other event that is relevant in the context of the Agreement)*];

0.01.10 Intellectual Property

refers to any domain name legally purchased by a PARTY as well as all the intellectual assets of that PARTY, including:

COLLABORATOR 1	COLLABORATOR 2