

PRELIMINARY AGREEMENT TO COLLABORATE

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PRELIMINARY AGREEMENT TO COLLABORATE

PRELIMINARY AGREEMENT TO COLLABORATE, entered at, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*),, Province of (*name of province*), (*postal code*)[, operating as a sole proprietorship under the name (*business name*)];

OR

V2 (*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, [as he/she so declares] **OR** [as indicated in the resolution of the sole director [**OR** board of directors], attached hereto as Schedule A];

OR

V3 (*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] operating a business, 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*),, 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] "PARTY A";

PARTY A	PARTY B

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TO COLLABORATE**

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

HEREINAFTER [THE] “PARTY B”;

HEREINAFTER COLLECTIVELY THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) PARTY A is engaged in the business of (*identify business activity*);
- B) PARTY B is engaged in the business of (*identify business activity*);
- C) The PARTIES wish to enter into discussions to evaluate an opportunity to collaborate in order to (*describe project*);
- D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- E) 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 [and in any ancillary or subordinate documentation thereto] will be interpreted as set out below. Moreover, words and expressions may also be defined elsewhere in the agreement [and in any ancillary or subordinate documentation

PARTY A	PARTY B

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thereto], in which case they will have the meaning expressly set out in such section or subsection [or such ancillary or subordinate documentation] 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;

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 Confidential Information

This definition and Section 8.01 herein should only be used if the parties will NOT be signing a separate confidentiality agreement, as provided under Section 1.03 below.

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 all information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excluding:

- 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;
- 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;

PARTY A	PARTY B