

EMPLOYMENT AGREEMENT (R&D Manager)

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SCHEDULES

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EMPLOYMENT AGREEMENT entered into in the City of _____, Province of _____ (insert name of province), Canada.

BETWEEN: V1 _____ (name of individual), _____ (occupation), domiciled and residing at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code);

OR

V2 _____ (corporate or business name), a legal person duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its principal place of business at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code);

OR

V3 _____ (corporate or business name), a legal person duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its head or registered office at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code), represented by _____ (name of representative), its _____ (title of representative), duly authorized for the purposes hereof;

OR

V4 _____ (corporate or business name), a legal person, duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its head or registered office at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code), and duly registered under number _____ () in accordance with _____ (insert name of statute pursuant to which the entity is registered), 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]];

HEREINAFTER REFERRED TO AS "EMPLOYER";

AND: _____ (name of individual), _____ (occupation), domiciled and residing at _____ (insert civic number and street name), in the City of _____

EMPLOYER	R&D MANAGER

..... (insert name of city), Province of (insert name of province), (postal code);

**HEREINAFTER REFERRED TO AS "R&D MANAGER";
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".**

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) EMPLOYER operates a business (summary description of its activities);
- (B) For internal management purposes, EMPLOYER has created a position of R&D manager that it wishes to fill;
- (C) (name of manager) declares that he fulfils the required qualifications to perform the duties of R&D manager of EMPLOYER;
- (D) After having examined the candidacy, EMPLOYER has accepted to appoint as R&D manager and the latter accepts to take on such responsibilities;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

EMPLOYER	R&D MANAGER

0.01.01 Activities

means (*identify business sector*) of EMPLOYER and includes any other activity related thereto and any new field of activity in which EMPLOYER may carry on business from time to time during the term of the Agreement;

0.01.02 Admissible Expenses

means any expense incurred by R&D MANAGER in the performance of his duties which does not exceed the sums provided for in the Budget;

0.01.03 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.04 Best Effort

means the efforts which a prudent Person desirous of achieving a result would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes state of the art as it relates to any trade or profession in addition to generally acknowledged best practices in a field of activity;

0.01.05 Board of Directors

refers to the board of directors of EMPLOYER, and includes any executive committee or other committee created by the board of directors in compliance with the by-laws of EMPLOYER;

0.01.06 Budget

refers to, for any specific Fiscal Year, the duly approved operating budget of EMPLOYER setting out the projected revenue, costs and earnings/losses for that year;

0.01.07 Change in Control

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation’s voting rights;

EMPLOYER	R&D MANAGER

- (b) an agreement for the sale or disposition of all or substantially all of such a corporation's assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY's rights in the Agreement to a Related Person;
- (d) a merger of such a corporation; or
- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

0.01.08 Client

means any Person to whom EMPLOYER supplies goods or services;

0.01.09 Code of Conduct

refers, as the case may be, to the current or future employee's manual establishing EMPLOYER's internal policies as adopted by the Board of Directors and revised from time to time;

0.01.10 Confidential Information

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY's business activities, strategies or opportunities, Intellectual Property, Suppliers, customers, financial condition or employees which, at the time of disclosure, is designated as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;
- (b) information known by the public or available to the public before the date on which it is received;
- (c) information which becomes known by or available to the public after the date on which it is received and which does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;

EMPLOYER	R&D MANAGER