

AGREEMENT

This Agreement is made effective as of _____, 2003

Between:

_____, hereinafter referred to as "Institution" on the one part,

and

The Children's Hospital of Eastern Ontario Research Institute, 401 Smyth Road, Room 139, Ottawa, Ontario, Canada K1H 8L1, hereinafter referred to as "CHEO" on the other part.

The Parties agree as follows:

1. CHEO will provide to Dr. _____, (hereinafter referred to as "Recipient Scientist") of Institution, for use in non-commercial research only, " _____ " (hereinafter referred to as "Materials") for the purpose of _____.
2. The Materials include, in addition to said sample, any additional progeny or derivatives which could not have been made but for said sample, and related know how received by Recipient Scientist from CHEO,
3. CHEO will provide the Materials to Institution on the understanding that the materials and related information will be treated as Confidential Information. The Materials shall not be provided, transferred, released or distributed to anyone other than individuals working under the Recipient Scientist's direct supervision in the Institution.
4. The Materials will be used only in the Institution under suitable containment conditions. The Materials will not be used on human subjects. In the case where animal studies are to be conducted, Recipient Scientist will have considered *in vitro* approaches to the research and such studies will be in compliance with all applicable guidelines for use of animals in research. The Materials will be used in compliance with all laws and governmental regulations and guidelines.
5. CHEO has and shall retain all right and interest in and to the Materials. Nothing in this agreement conveys to Institution or to Recipient Scientist any license, right, or property interest in the Materials, CHEO patents or patent rights.
6. The Recipient Scientist and Institution recognize that the Material is the sole property of the CHEO and on written request of CHEO, unused Material including all its copies, samples and replications, will be returned to CHEO or destroyed.
7. At least once every six (6) months, Institution, through Recipient Scientist, will provide to CHEO a written summary report of the status or results of the research using the

Materials. Institution further agrees to provide CHEO with an advance copy of any manuscript or other proposed publication at least thirty (30) days prior to submission to allow CHEO to take appropriate patent action and remove any information from such proposed publication which is proprietary to CHEO.

8. Should the Institution's research with the Materials lead to a patentable invention, Institution agrees to promptly notify CHEO of such invention and to enter into good faith negotiations for an appropriate compensation to the CHEO that would reflect the role the Materials played in the development of the invention.
9. CHEO shall not be liable for any loss or damage arising from the use by Institution of Materials or of any discoveries or information resulting from the use of the Materials and Institution hereby undertakes to indemnify and save harmless CHEO from any and all actions or causes of actions resulting therefrom.
10. The Materials are experimental in nature and THE MATERIALS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND INSTITUTION AGREES THAT CHEO AND ITS EMPLOYEES AND AGENTS HAVE NO LIABILITY IN CONNECTION WITH THE MATERIALS. Furthermore, CHEO has made no investigation regarding patents and thus is not representing that the materials and Institution's use of them are free from liability for patent infringement.
11. This Agreement is deemed to be made under and construed according to the laws of Ontario.

Made in two original copies this day of , .

Institution

CHEO

Director, CHEO Research Institute

Dr.
Recipient Scientist