

This **STANDARD RESEARCH AGREEMENT (the “Agreement”)** is effective as of [insert Effective Date] (the “Effective Date”) and is entered into between:

University of Guelph
50 Stone Rd. E, Guelph, ON, N1G 2W1
(the “University”)

AND

(Sponsor Name)
Address
(the “Sponsor”)

Whereas the Sponsor will provide to the University funds in the amount of (value \$CDN) (the “Funding”) in support of the research project entitled, (Project Title) described in the attached Schedule “A” (the “Project”) directed and supervised by [insert **Name, Department**] (the “Principal Investigator”). The University will, through the Principal Investigator, perform the Project in accordance with the following terms and conditions:

1. **Performance.** The University will use reasonable efforts to perform the Project substantially in accordance with the description and schedule set out in the attached Schedule “A”. Sponsor and University agree that until such time as all regulatory requirements have been obtained, including necessary permits or approvals of any regulatory agency or animal use or research ethics board or committee concerned, no work requiring such regulatory agency or animal use or ethics permits or approvals shall commence or continue during the Project period (excepting any preliminary preparations which are not restricted by such requirements). For greater certainty, any delay or failure in obtaining such permits or approvals shall not be considered a default or breach by either University or Sponsor.
2. **Term.** The Funding is effective as of <Insert Project Start Date> and shall continue until <Insert Project End Date>.
3. **Cost and Payment.** The Funding is provided in support of the Project that is directed and supervised by the Principal Investigator. The Sponsor will pay the Funding to the University in accordance with the payment schedule and payment terms set out in the attached Schedule “B”. The Principal Investigator’s use of the Funding will be in accordance with the policies of the University. The University has the authority to adjust Project expenses at the discretion of the Principal Investigator, as long as the total cost is not exceeded and the adjustments are consistent with the goals of the Project. Any portion of the Funding remaining after completion of the Project will be retained by the University.
4. **Publication.** There shall be no delay or restriction in the University’s dissemination of the results of the Project. The Principal Investigator will acknowledge the assistance of the Sponsor in any publication arising from the Project (unless the Sponsor requests otherwise).
5. **Intellectual Property, Results and Data.** All information, results, data, inventions, improvements, or any other intellectual property, whether patentable or not, arising from the Project will be owned by the University or its employees or students in accordance with the University’s policies, employment agreements and collective agreements.
6. **Confidentiality.** In the event it is necessary for the University and the Sponsor to exchange confidential or proprietary information in connection with the Project, each agrees, that any information to be considered

confidential will be clearly marked as “confidential” and any such information disclosed orally or visually shall be identified as confidential at the time of disclosure and confirmed as confidential in writing within fifteen (15) days of such disclosure. Confidential information shall not include information that: (a) as of the date of disclosure to the receiving party was in the public domain or subsequently enters the public domain without fault on the part of the receiving party; (b) was received by the receiving party from any third party having a lawful right to make such a disclosure; (c) the parties agree in writing to release from the terms of this letter of agreement; (d) as of the date of disclosure to the receiving party can be demonstrated by written record to be previously known to the receiving party; or, (e) is required by law or regulation to be disclosed (in the event information is required to be disclosed by law or regulation, the party required to make the disclosure shall notify the other party to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation).

For a period of five (5) years after receipt of confidential information from the disclosing party, the receiving party will not disclose to any third party or use the confidential information for any purpose other than performance of the Project without the written consent of the disclosing party, and reasonable and prudent practices shall be followed to maintain the confidential information in confidence.

7. **Publicity.** Either party may, as a statement of fact, make the following a matter of public record: the title of the Project; the name of Sponsor, University and Principal Investigator (including their department); the amount of the Funding; and, duration of the Project. Neither party will use the name of the other party in any publicity, promotion or advertisement without the prior written consent of the other party.
8. **Compliance with Laws and Regulations.** All work and research done in connection with the Project will be done in compliance with all applicable Federal, Provincial and local laws, regulations and guidelines of Canada, including those related to the COVID-19 pandemic.
9. **Freedom of Information and Protection of Privacy.** The Sponsor acknowledges that the University is an educational institution to which the *Freedom of Information and Protection of Privacy Act* (Ontario) applies and agrees to cooperate with the University from time to time with respect to University’s compliance with that statute and any regulations passed thereunder.
10. **Force Majeure.** Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses or be deemed to be in breach of this Agreement for any failure or delay in rendering performance (except for payment obligations with respect to work performed) arising out of any cause or causes beyond its reasonable control, whether or not foreseeable. Such causes may include, but are not limited to, governmental regulation or control, an act of nature, an act of a public enemy, an act of terrorism, war, a mass-casualty event, fire, an act of God, earthquake, flood, local, regional or global outbreak of disease, or another local, regional or global public health situation involving governmental or public health restriction or limitation (including, for example, the COVID-19 epidemic or pandemic), strike, lockout or labour or civil unrest, freight embargo, unusually severe weather, failure of public utility or common carrier, or an attack or other malicious act, including but not limited to an attack on or through the internet, or any internet service, telecommunications provider or hosting facility (provided that any plural shall include the singular and any singular shall include the plural).

11. Notices.

University of Guelph

For contractual and administrative matters:
Attn: Managing Director, Research Operations

For financial matters:
Attn: Director, Research Financial Services

Research Services Office, University of Guelph
Guelph, Ontario, N1G 2W1
research.services@uoguelph.ca

Research Financial Services, University of Guelph
Guelph, Ontario, N1G 2W1
rfsacctsetup@uoguelph.ca

For scientific or technical matters:

Name and Title

Address

Telephone

Email

(Sponsor Name)

For contractual matters:

Name and Title

Address

Telephone

Email

For scientific or technical matters:

Name and Title

Address

Telephone

Email

12. **Counterparts.** This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of copies of this letter of agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this letter of agreement as to the parties and may be used in lieu of the original letter of agreement for all purposes. Signatures of the parties' respective authorized signing officer(s) transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

[Remainder of page left intentionally blank]

Acknowledged by: _____
(University of Guelph Principal Investigator Signature)
(Date)

I, the Principal Investigator, have read, understand, and agree to the terms and conditions of this Agreement and will use all reasonable efforts to achieve the objectives and deliverables identified herein, including but not limited to, signing all documents and doing all things necessary and proper to fulfill University obligations to the Sponsor under this Agreement.

Further, following informing all personnel and students involved in the Project of the terms of this Agreement, I will make best efforts to ensure that all personnel and students involved in the Project also sign an acknowledgment and agreement similar to this Acknowledgment and Agreement and maintain them in my file.

The undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

University of Guelph

Per: _____
Jill Rogers, Managing Director, Research Operations
(Date)

(Sponsor Name)

Per: _____
(Name, Title)
(Date)

Schedule "A"
PROJECT DESCRIPTION

Project Title:

Project Description:

Project Reporting:

Schedule "B"
PROJECT BUDGET and PAYMENT SCHEDULE

1. Budget

Cost Category	Value (\$CDN)
TOTAL:	

2. Invoicing and Payment Schedule:

University will invoice the Sponsor according to the following invoicing schedule. Within thirty (30) days of receipt, Sponsor shall pay each invoice by electronic funds transfer in accordance with University's written instructions set out in each invoice (or, upon Sponsor's request, by cheque). If using third party payment services, any fees incurred in the transaction(s) shall be covered by Sponsor.

Invoice Number	Invoice Date	Amount
1		
2		
3		