



RESEACH PARTICIPATION AGREEMENT

This Research Participation Agreement (this “**Agreement**”) is made with effect as of signature date below (the “**Effective Date**”).

The University of Calgary (the “**University**”) has entered or will enter into an agreement (the “**Research Agreement**”) with one or more research collaborators (individually and/or collectively, the “**Sponsor**”) for conduct of research discussions and/or activities (the “**Project**”) under the direction and supervision of a lead investigator (the “**Principal Investigator**”).

In order to ensure that the University fulfills its obligations to the external party(ies) due under the Research Agreement, it is necessary for You to enter into this Agreement.

In consideration for the opportunity to participate on the Project and subject to terms of any employment or collective bargaining agreement, if applicable, You hereby agree to the following terms and conditions:

- 1. Principal Investigator** - You will be responsible to the Principal Investigator who will determine your duties and responsibilities.
- 2. Research Activities** – The research activities you perform under the direction of the Principal Investigator will form part of the Project and will be governed by the Research Agreement. You acknowledge receipt of the Research Agreement, and that you have been given the opportunity to review it. If you are basing any of your activities on work you may have performed prior to being assigned to the Project, you must bring this to the attention of the Principal Investigator prior to utilizing such prior work.
- 3. Reporting to Principal Investigator** – The Research Agreement imposes certain obligations on the University. You are responsible for following directions given by the Principal Investigator to ensure compliance with the University’s obligations under the Research Agreement. As a result, you agree to:
 - (a) follow the Principal Investigator’s direction with respect to the Project;
 - (b) provide to the Principal Investigator any reporting required in the Research Agreement. If you anticipate any delays in your activities, you must advise the Principal Investigator immediately;
 - (c) keep records related to your activities in accordance with the standards of

your discipline and any requirements under the Research Agreement, and to provide these records to the Principal Investigator upon request.

4. Confidential Information

- 4.1. **“Confidential Information”** means all information provided by a party pursuant to the terms of the Research Agreement, whether or not patented or patentable, including but not limited to, all interpretations, conclusions and derivatives therefrom, Project details, trade secrets, technical information, know-how, ideas, concepts, inventions, designs, improvements, processes, systems, procedures, software, formula, test data, drawings, sketches, plans, business plans, production information, pricing information, financial information relating to external parties, whether or not it has been marked “Confidential”.
- 4.2. You agree to keep confidential and not disclose to anyone outside the Project any Confidential Information without prior written approval from the Principal Investigator. In addition, you shall not use any Confidential Information at any time for purposes other than performing your research duties for the Project, or as otherwise explicitly authorized under the Research Agreement.
- 4.3. You shall exercise due care in ensuring the proper and secure storage of any Confidential Information you receive and shall take specific steps or actions relating to information security as requested by the University or the Principal Investigator to ensure the University’s compliance with the Research Agreement. Upon the Principal Investigator’s request, you will promptly destroy or return (as directed by the Principal Investigator) any Confidential Information and provide written confirmation upon completion.
- 4.4. If the Research Agreement contains any exceptions to what constitutes the Sponsor’s Confidential Information, and/or any terms permitting the disclosure of the Sponsor’s Confidential Information under specified circumstances (such as where disclosure is required by law), then such terms shall be deemed to apply equally to the confidentiality restrictions imposed on you under this Agreement.
- 4.5. Your obligations regarding Confidential Information under this Article 4 will remain in force for a period of five (5) years following the completion of the Project, or such longer period of time as required by the Research Agreement.

5. Publication – You may publish the results of your activities subject to the following conditions:

- (a) All proposed publications must be approved in writing by the Principal Investigator prior to submission for publication.

- (b) Authorship of any proposed publication will be governed by the University's Intellectual Property Policy, as amended from time to time, and standard practices in your academic discipline;
- (c) You may be required to provide your proposed publication to the Principal Investigator for submission to the external party(ies) in advance of publication to comply with any requirements identified in the Research Agreement;
- (d) You will work with the Principal Investigator to modify any publications as needed to comply with the Research Agreement, including but not limited to, acknowledging the contribution of any external party(ies) in publications related to the Project; and
- (e) You agree to delay publication(s) for the period of time stipulated in the Research Agreement.

6. Research Results

- 6.1. **"Research Results"** means all data and information created, conceived, developed, discovered, reduced to practice, or acquired in connection with the Project during the term of this Agreement and includes, but is not limited to, any new and useful art, discovery, innovation, manufacture or composition of matter, substances, processes, formulations, technical information, data, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, samples, software, databases, know-how, or any industrial and/or intellectual property rights and all such other rights whether or not protected or capable of being protected under statute.
- 6.2. You agree to promptly disclose all Research Results to the Principal Investigator in a timely manner.
- 6.3. You hereby grant to the University and Principal Investigator all rights in the Research Results that the University needs in order to comply with its obligations under the Research Agreement. In addition, you agree that you will not use Research Results for any purpose other than the Project without first obtaining permission from the Principal Investigator.
- 6.4. You agree to not incorporate any third-party intellectual property into the Research Results without the awareness and prior written consent of the Principal Investigator. This may include but not be limited to software or data libraries, patented subject matter, or other background intellectual property.

7. Term of Agreement - The term of this Agreement shall commence on the Effective Date and continue until the expiry or termination of the Research Agreement. If any terms

under the Research Agreement survive its expiry or termination, then your obligations under this Agreement which relate to those terms shall be deemed to survive the expiry or termination of this Agreement for the same period of time as the corresponding terms in the Research Agreement do.

8. Notices - All notices or other communications required or permitted to be delivered to you under this Agreement shall be deemed sufficiently delivered when provided to you in person, transmitted by email, or delivered to your mailing address by mail or courier. You may change your email or mailing address party upon giving prior written notice to the Principal Investigator.

9. Further Assurances - Upon notice from the University, you will sign (or cause to be signed) all further documents and instruments, do (or cause to be done) all further acts, and provide (or cause to be provided) all reasonable assurances as the University in its discretion may deem necessary or desirable to give effect to this Agreement or to confirm or better evidence the University's rights under it. Without limiting the foregoing, you authorize the University to execute such reasonable forms of assignment and waiver of intellectual property rights on your behalf if you fail to execute any such document or instrument required of you in this Agreement within five (5) business days after receiving it from the University or its representatives.

10. Review and Acceptance - You acknowledge that you have not relied upon the University, or its legal advisors, for advice (whether legal or otherwise) in connection with this Agreement. You acknowledge that you have received a copy of the Research Agreement. You further acknowledge that (1) you have either obtained independent legal advice or hereby waive your right to do so in connection with this Agreement; and (2) you have had full opportunity to review this Agreement, the Research Agreement, and fully understand their terms; and (3) you are entering into this Agreement freely without any pressure or influence from or by any person. You acknowledge that you would not have been assigned to the Project if you had not agreed to execute this Agreement, and that you have been given the full opportunity to decline your participation in the Project.

11. Conflicts of Interest - You acknowledge that you have disclosed to the University any actual or perceived "conflict of interest" (as such term is defined in the University's Code of Conduct and procedures thereunder) which may exist between you and the Sponsor, or which otherwise arises in connection with the Project.

12. General - No failure or delay by the University in exercising any rights under this Agreement shall operate as a waiver thereof, and no waiver, amendment, or variation of any term of this Agreement shall be valid unless it is in writing and signed by the University. You may not assign this Agreement, in whole or in part, without the University's prior written consent. If any provision of this Agreement is held to be void or unenforceable, or to conflict with the terms of any applicable collective or bargaining agreement which applies to you, then any such provision shall be deemed to be deleted and the remainder of this Agreement

shall remain in full force and effect. This Agreement supersedes all prior or contemporaneous communications and agreements between you, the University, and/or the Principal Investigator relating to the subject matter of this Agreement, whether written or oral.

13. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta. You irrevocably submit to the jurisdiction of the courts of the Province of Alberta.

ACCEPTED AND AGREED.

Signature: _____

Name (print): _____

Date: _____

Mailing Address: _____

Email: _____

Project Name: _____

Project File Number
(if known): _____

*Please complete **all** fields above and return the executed copy to your Principal Investigator.*