



Date:

G:\Forms A. Bucchianico\4_Legal\2001_e4_06 Testing Standard Services.doc

THIS AGREEMENT made under the laws in force in the Province of Quebec, Canada.

BETWEEN: NATIONAL RESEARCH COUNCIL OF CANADA (called the "NRC")

Head Office	1200 Montreal Road Ottawa, Ontario K1A 0R6	Participating Institute	Biotechnology Research Institute (BRI) 6100 Royalmount Avenue Montréal, Quebec H4P 2R2
		Contact: Telephone:	

AND: CUSTOMER (called the "Customer")

Business Address	Contact: Telephone: Fax: Email:
---------------------	--

IN CONSIDERATION of the mutual covenants hereunder, the parties agree as follows:

1. This Agreement concerns services (called the "Service") briefly described as: "[project title]" . NRC shall perform the work described in the attached "Statement of Work and Deliverables". This Agreement becomes effective on "[starting date]" **"if not filled in" the date the Agreement is signed by both Parties**. Except for the confidentiality provision, this Agreement expires on "[date of completion]" .
2. The Customer chooses to work with NRC because of NRC's unique capabilities and does not expect NRC to perform work that would be in competition with Canadian Firms. The name of NRC, or any reference to NRC, shall not be used in promotional activities of the Customer without NRC's prior written consent.
3. The total cost of the Service is estimated to be "[total contribution]" (\$[0,00]). The Customer will pay NRC the entire cost of the Service, according to the attached "Schedule of Payments". In addition the Customer shall pay applicable taxes*.
4. The Customer may reproduce any written material contained in the Deliverables.
5. Unless otherwise agreed to by the parties, information supplied to NRC by the Customer will be kept confidential for a period of three (3) years from the date it is received, provided the information is in a written form marked "Confidential" or in the case of oral information it is reduced to a written version that is marked as above and is submitted to NRC within twenty (20) days of its disclosure. Information contained in Deliverables will be maintained in confidence.

* Sales Tax (GST or similar) of 7%: NRC registration number 121 491 807
Quebec Sales Tax of 7.5%: NRC registration number 1006 178 088

_____ Customer
(Initials)



- 6. NRC shall not be liable for failure or delay in performance caused by circumstances beyond NRC's reasonable control, nor for incorrectness of information supplied, advice given, or opinions expressed. No specific result is promised. NRC will not deliver any technical information the use of which is known within the Participating Institute to infringe the rights of others. However, NRC does not warrant that technical information delivered does not infringe the rights of third parties under a present or future patent. No claim may be made for indirect, consequential, or contingent damages. No claim shall exceed the cost of the Service.

- 7. Property of the Customer sent to NRC remains at the Customer's risk and responsibility, and unless the Customer requests its return at Customer's expense before this Agreement expires, NRC is authorized to dispose of it.

SIGNED by the Customer in duplicate at: _____ ,
(City, Province/State)

CUSTOMER

Date: _____ Per: _____
Name and title:

SIGNED by the NRC in duplicate at: _____ ,
(City, Province/State)

NATIONAL RESEARCH COUNCIL OF CANADA

Date: _____ Per: _____
Dr. Michel J. Desrochers, Director General - BRI

_____ Customer
(Initials)