

AGREEMENT FOR SERVICES

BETWEEN

[OTHER PARTY'S LEGAL NAME], a corporation incorporated under the laws of [PROVINCE/COUNTRY], having its registered office at [OTHER PARTY'S COMPLETE ADDRESS] (the "Company"), herein represented by _____ duly authorized to sign the present Agreement on behalf of the Company, as s/he so declares.

AND

CONCORDIA UNIVERSITY, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, Montreal, Province of Quebec H3G 1M8, (the "University") herein acting and represented by Dr. Justin Powlowski, Associate Vice-President Research, Strategic Initiatives and Partnerships duly authorized to sign the present Agreement on behalf of University, as s/he so declares.

1. The following services will be provided by _____ of the University's Department of _____ as per the scope of work attached (the "Project"), which shall form an integral part of the Agreement.
2. This Agreement shall commence on the effective date of _____, 20 ____ and terminate on _____, 20 ____ ("Term"), unless earlier terminated in accordance with the terms of this Agreement.
3. Company shall pay University the firm sum of _____ Canadian dollars (\$_____) payable within thirty (30) days of date of an invoice. Interest may be charged at the rate of one and a half (1.5) percent (%) per month on amounts not paid within said thirty (30) days of the date of an invoice.
4. Either Party may terminate this Agreement:
 - i) without cause, upon thirty (30) days' prior written notice to the other Party;
 - ii) in the event of material breach by the other Party of its obligations hereunder, provided that such breach is not cured by the defaulting Party within thirty (30) days of receipt of written notification specifying the nature of such breach.
5. In the event of termination, Company shall be financially responsible to University for:
 - i) all expenses reasonably incurred up to the date of termination, and

- ii) all non-cancellable commitments made by University related to the Project prior to the date of notice of default.
6. The Parties hereby agree to indemnify, defend and hold harmless the other Party, its governors, officers, agents, and employees, against all costs, suits, claims on account of injuries (including death) to persons participating in the Project, or damage to the other Party's property during the performance of the Project.
 7. Except as otherwise provided by law, Company shall indemnify University against all costs, suits, or claims resulting from the use by Company, its customers or licensees for any of the Project results, unless resulting from the gross negligence or willful misconduct of the University.
 8. This Agreement may only be amended by a written agreement, duly executed by authorized representatives of the Parties.
 9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
 10. Notices: All notices under the terms of this Agreement shall be given in writing and sent by registered mail, electronic mail, or delivered by hand to the following addresses:

CONCORDIA UNIVERSITY	(COMPANY)
1455 de Maisonneuve Blvd. West GM-910 Montréal, Québec H3G 1M8 Attention:	Address: Attention:
Email :	Email :

All notices shall be presumed to have been received when they are hand delivered, or five (5) business days after their mailing, or on the business day following the day of transmission by electronic mail.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted in electronic form, including without limitation a PDF file, shall be acceptable to bind each Party and shall not affect the validity of the Agreement in any way.

12. The Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente, soient rédigées en langue anglaise.

For University

For Company

Associate Vice-President Research,
Strategic Initiatives and Partnerships

[name/title]

Dated: _____

Dated: _____

Acknowledgement

I, _____, the Principal Investigator, having read and understood this Agreement for Services, hereby agree to act in accordance with all the terms and conditions herein.

Principal Investigator

Date:_____