

University Research Agreement

This Agreement is made effective **START DATE** and is among:

[Imperial Oil, a partnership of Imperial Oil Limited and McColl-Frontenac Petroleum Inc. ("Imperial Oil")] [Imperial Oil Resources Limited ("Imperial Oil")]

and

NAME OF UNIVERSITY (the "University")

represented by

NAME OF PROFESSOR RECEIVING AWARD (the "Researcher")

The parties agree as follows:

1. **PAYMENT**
Imperial Oil shall provide **\$XX,XXX.XX** for the work described "**NAME OF TITLE OF RESEARCH PROJECT**" (the "Work"). This amount shall be payable to the University in April of the year of award.
2. **INTELLECTUAL PROPERTY**
Intellectual property includes inventions, improvements, discoveries, developments, creations, trade secrets, demonstrations, programs, software, technical information, data, formulas, analysis, methods, processes, techniques, drawings, sketches, experiments, prototypes, samples, and products.
3. **OWNERSHIP OF INTELLECTUAL PROPERTY**
Imperial Oil will waive ownership of rights to any intellectual property resulting from the Work, such rights remaining with the University or Researcher (or both) according to current University policy. Imperial Oil is entitled to exploit any intellectual property resulting from the Work and the University hereby grants to Imperial Oil and its Affiliates (as defined by Imperial Oil from time to time) a royalty-free, fee-free, worldwide, irrevocable, non-exclusive license to use such intellectual property. This license to use does not extend to the right to sublicense others and only applies to intellectual property developed from the Work. Imperial Oil will indemnify the University, its directors, officers, employees, faculty, students and agents against any and all claims arising out of use by Imperial Oil and its Affiliates of any intellectual property or any data or results arising from the Work.
4. **CONFIDENTIALITY**
If Imperial Oil confidential information ("Confidential Information") is provided to the Researcher or the University, then the Researcher and the University will not disclose the Confidential Information to others. All written materials disclosed that contain Confidential Information shall be clearly marked as confidential, any oral disclosures which includes Confidential Information shall be followed by a written memorandum outlining the information disclosed and its confidential nature within ten (10) days of disclosure.

The obligations in respect to Confidential Information shall not apply to information which:

- (a) is already known to the party to which it is disclosed;
- (b) is or becomes part of the public domain without breach of this Agreement;
- (c) is obtained from third parties which have no obligation to keep confidential to the contracting parties;
- (d) is made subject to an order by judicial process requiring the Researcher or the University to disclose any or all of the Confidential Information, provided, however, that the Researcher or the University will promptly notify Imperial Oil and allow reasonable time to oppose such process before disclosing any of the Confidential Information.

The parties will not to use the Confidential Information for any purpose other than the purposes set forth in this Agreement for a period of ten (10) years from the effective date of this Agreement.

5. PUBLICATION

It is the intention of all parties that the Work be published in the scientific literature. The University shall have the right to include in graduate student theses, to present at meetings, and to publish in journals, accounts of the Work, subject to:

- (a) the confidentiality requirements of this Agreement; and
- (b) one copy of any proposed disclosure being provided to Imperial Oil for its review. Imperial Oil will make its best efforts to review the proposed disclosure within thirty (30) days, but reserves the right to take up to sixty (60) days in unusual situations. If Imperial Oil objects in writing to such disclosure within that period on the basis that the proposed disclosure contains Confidential Information, the University shall remove such Confidential Information, otherwise, the University shall be free to proceed.

6. DOCUMENTATION

As between Imperial Oil and the University, (alternatively, with respect to this agreement,) the University acknowledges that Imperial Oil alone may claim credit for the Scientific Research and Experimental Development Expense and will provide all information necessary to allow Imperial Oil to complete Form T661 Claim for Scientific Research and Experimental Development (SR&ED) in Canada and similar provincial forms where applicable.

7. WARRANTIES

The University will agree to carry out the research in accordance with scientific and professional standards but does not promise success in achieving any desired result. The University gives no warranty of fitness for a particular purpose, or any other warranty, express or implied, on the results of the research or Intellectual Property. The University shall not be liable for any direct, consequential, or any other damage suffered by Imperial Oil resulting from the use of the research results or Intellectual Property or any invention, technology, or product produced in the course of or using the results of the research or intellectual property.

8. INDEMNIFICATION

The University shall indemnify and save Imperial Oil harmless from all actions, proceedings, claims, demands, loss, costs, damages and expenses which may be brought against Imperial Oil by reason of the performance of the Work that is conducted under the control of the University, provided that Imperial Oil shall be responsible for all loss, costs, damages and expenses that are caused by the negligence or wilful misconduct of Imperial Oil, its servants or agents.

9. REPORTS

The Researcher will provide a progress report to Imperial Oil at the end of each year for which an award has been received and will also disclose, on request, to Imperial Oil's technical contact(s) all results of the Work.

10. CHANGES

The interpretation, application and administration of this program, shall be determined by Imperial Oil. Subject to (alternatively, notwithstanding) the obligation for Imperial Oil to make payments that are the subject of an executed Agreement, Imperial Oil reserves the right to suspend, revise or terminate the Program at any time.

We have read and understand the terms outlined above:

Witness: _____

Signature of Researcher (XXXXXXXXXXXXXXXXXXXX)

UNIVERSITY NAME

Date:

Signature of person authorized to sign such agreements on behalf of the University

NAME OF UNIVERSITY

Date:

We [Imperial Oil Resources Limited] [Imperial Oil] agree to these terms,

Signature on behalf of [Imperial Oil Resources Limited] [Imperial Oil]

Date: