

TESTING OR SERVICE "SIMPLIFIED" AGREEMENT

The Royal Institution for the Advancement of Learning/McGill University, represented by **[NAME AND TITLE OF DEAN]**, hereinafter referred to as "THE UNIVERSITY", and **[COMPANY NAME]**, **[ADDRESS]**, hereinafter referred to as "THE COMPANY", agree to the following terms and conditions:

- Work Description.** THE UNIVERSITY shall perform the Testing or Service Work ("THE WORK"), entitled *[TITLE]* and described in the attached "Work Description and Budget". THE WORK will be performed under the technical authority and responsibility of Professor *[NAME OF PROFESSOR]* of THE UNIVERSITY'S *[DEPARTMENT /SCHOOL NAME]*, who agrees to be bound by the terms of this agreement.
- Deliverables.** THE UNIVERSITY shall deliver a report of the results of THE WORK to THE COMPANY by *[DATE]*. The parties agree that any existing as well as any new methods, techniques or inventions, whether or not patentable, developed by THE UNIVERSITY to carry out THE WORK, are the property of THE UNIVERSITY.. The results of THE WORK will belong to THE COMPANY. Samples provided by THE COMPANY shall only be used within the scope of THE WORK requested.
- Payment.** In consideration of THE UNIVERSITY carrying out THE WORK, THE COMPANY shall pay THE UNIVERSITY a fixed fee of \$*[AMOUNT]*, which includes all direct and indirect costs. Payment shall be made as follows: i. \$ *[AMOUNT]* upon signing and ii. the balance shall become due upon completion and immediately paid by cheque payable to McGill University and addressed to the Office of the Vice-Principal (Research and International Relations), 1555 Peel Street, 11th Floor, Montreal, Quebec, Canada, H3A 2L8. THE UNIVERSITY reserves the right not to undertake any of THE WORK until the first payment is received.
- Trademarks and Names.** THE COMPANY and THE UNIVERSITY shall not use each other's name in any publicity unless prior authorization is obtained in writing from the other party.
- Standard of Performance.** THE UNIVERSITY shall perform its duties under this agreement in good faith and in a competent, honest and diligent manner.
- Indemnification.** Except where death or injury is directly caused by a negligent act or omission of THE UNIVERSITY, THE COMPANY shall indemnify and hold harmless THE UNIVERSITY, its directors, officers, professors, researchers, students, and other representatives from any and all claims, actions, damages to persons or property. THE UNIVERSITY makes no representations or warranties, whether expressed or implied, as to any matter including, without limitation, the condition, quality or freedom from error of the Work or any part thereof. THE UNIVERSITY shall not be liable for any damages suffered by COMPANY or others resulting from THE WORK or any product using THE WORK. THE COMPANY shall in all circumstances be liable for damages attributable to faulty or deficient testing protocols, or misinterpretation or misuse of the results, as developed in the course of THE WORK.
- Language.** The parties hereto agree that this document be drawn up in English. Les parties aux présentes conviennent que ce document soit rédigé en anglais.
- Governing Law.** This Agreement shall be governed by the laws in force in the province of Québec.

The Royal Institution for the Advancement of Learning/MCGILL UNIVERSITY SIGNATURES

PROFESSOR _____ DATE _____
CHAIR/DIRECTOR _____
HOSP. RES. DIRECTOR _____ (IF APPLICABLE)
DEAN _____

COMPANY SIGNATURE

NAME _____ DATE _____
TITLE _____
ADDRESS _____
PHONE _____ FAX _____