



## FUNDING AGREEMENT

This Agreement made this            day of            , 20            between            , with an address at  
(the "Company") and The University of Manitoba (the "University").

### WHEREAS:

- A.        The            Course in the Price Faculty of Engineering, at the University, is designed to give students practical experience in their field of study and to assist them in establishing industry contacts, through the IDEA Program (the "Program");
- B.        Students enrolled in this course participate in an Engineering Design Project (the "Project") submitted by the Company; and
- C.        The Company has experience in the relevant field and is interested in supporting a Project.

NOW THEREFORE in consideration of the premises and the mutual covenants, terms conditions and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.        The Project will be undertaken by the University, in accordance with the Project Proposal submitted by the Company, attached hereto as Schedule "A" and in accordance with University policies and procedures. An invoice in the amount of \$            (Canadian) will be forwarded to the Company on the course start date,            . Payment is due upon receipt or at such other time as the parties may agree in writing. Cheques shall be payable to the "The University of Manitoba" and forwarded to General Accounting, 315 Administration Building, Winnipeg, Manitoba R3T 2N2, as noted on the invoice. The Program shall be completed by            .
2.        The University shall retain ownership of all information arising from the Project, including the Design Report (the "Program Results"), however the University will provide the Company with a copy of the Design Report and the Company will have the right to use all Program Results, for its own purposes.
3.        If any inventions are developed or created as a direct result of the Project, inventorship shall be determined in accordance with patent law. Any such inventions shall be owned by the Company.
4.        The University makes no warranty, express or implied, concerning the Program Results or any Inventions under this Agreement, which are all provided "as is". Company assumes full and sole responsibility for any use it makes of or any reliance it places on the Program Results or any inventions.
5.        The University has the right to publish and/or disclose publicly, the Program Results arising from the Project. The University shall have the final authority to determine the scope and content of any publication, but will ensure that no confidential information provided by the Company shall be included in the publication. For the purposes of this Agreement, confidential



information shall include information that Company indicates or marks as confidential, including (but not limited to) performance data, analytics, production information or data, and business, marketing, and financial information. The University shall provide the Company with a copy of any proposed publication relating to the Project for review and comment at least forty-five (45) days prior to planned submission for publication. Company shall notify the University within forty-five (45) days of receipt of such material whether they describe any inventions. University recognizes that any inventions may necessitate a patent application to be filed prior to publication. Upon written request of the Company, the University will postpone submission for publication for an additional sixty (60) days in order to allow appropriate patent applications to be filed in accordance with the terms of this Agreement. University shall cooperate with Company in all matters related to such filing. After the initial forty-five (45) day review period and the additional sixty (60) day delay period, if requested, the University shall be allowed to submit the publication. The University will acknowledge the support of the Company in all written and oral presentations of Program Results. The Company shall recognize that the Project is conducted by students for the purpose of gaining practical experience and shall not use the name of the University or the student involved in any publication or advertising without the express written consent of the University.

6. This Agreement does not establish any agency, employment, partnership or joint venture relationship between the parties for any purpose whatsoever. The Agreement, together with the attached Schedule "A", constitutes the entire agreement between the parties with respect to the subject matter herein and any amendments shall be made in writing by both parties.

7. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same agreement. Delivery by *facsimile* or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**THE UNIVERSITY OF MANITOBA**

Per: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Dr. Marcia Friesen PhD, P.Eng

Title: Dean, Price Faculty of Engineering

Date: \_\_\_\_\_

\_\_\_\_\_



**University  
of Manitoba**

| Price Faculty of Engineering

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## **SCHEDULE "A"**

Project Proposal