

DISCLAIMER AND INDEMNIFICATION FORM

Legal Name of Recipient: _____

Name(s) of University Member(s): _____

Description of Intellectual Property: _____

Date: _____

WHEREAS the *Intellectual Property Policy* (the "Policy") of Memorial University of Newfoundland (the "University") provides that the University's Creators own the Intellectual Property Rights in their Intellectual Property as set out in the Policy;

AND WHEREAS the consent of the University's Vice-President (Research) is required before any Member may grant, license, transfer or assign any of his or her Intellectual Property Rights to a third party;

AND WHEREAS the Policy requires that, prior to granting his or her consent to the proposed grant, license, transfer or assignment, the Vice-President (Research) obtain the agreement of the third party to the terms and conditions outlined in this Disclaimer and Indemnification Form;

NOW THEREFORE, in consideration of the receipt of the consent from the University's Vice-President (Research) to the proposed grant, license, transfer or assignment, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Recipient identified above (the "Recipient") agrees as follows:

1. In this Agreement, "Intellectual Property Rights" includes all common law and statutory rights, copyrights, moral rights, patent rights, trade-mark rights, industrial design rights, plant breeders rights, integrated circuit topography rights, license and contractual rights and all other proprietary or intellectual property rights in or to or relating to the Intellectual Property described above (the "Intellectual Property"), including without limitation all registrations, pending applications for registration and rights to file applications for any of the foregoing.
2. The Recipient acknowledges that the University and its trustees, officers, employees, students, agents and contractors (collectively, the "University's Personnel") make no representations or warranties of any kind, whether direct, indirect, collateral, statutory, express or implied, as to the Intellectual Property or any Intellectual Property Rights therein, nor as to the merchantability or fitness for a particular purpose, or non-infringement of any other party's proprietary or intellectual property rights, of any of the Intellectual Property or any Intellectual Property Rights therein. The Recipient acknowledges that no due diligence has been undertaken by the University or any University Personnel to ensure the Intellectual Property guarantees any particular results. The

Recipient further acknowledges and agrees that, as between it and the University and the University Personnel, the Recipient accepts the Intellectual Property and/or Intellectual Property Rights on an “as is” basis.

3. The Recipient acknowledges that the Member(s) identified above are not authorized to legally bind the University or any University Personnel, and any agreement entered into between the Recipient and the Member(s) will not be binding upon or impose any obligations or liability upon the University or any University Personnel save and except the Member(s) in their personal capacity, if the agreement so provides.

4. The Recipient, for itself and its predecessors, successors, assigns, stockholders, officers, directors, employees, parents, subsidiaries, agents and contractors (collectively, the “Recipient Indemnitors”), hereby forever releases and discharges the University and all University Personnel and their respective successors, administrators, heirs and assigns from any and all claims, actions, causes of action, proceedings, liabilities and demands of every kind and nature, in law, in equity or otherwise, known or unknown, disclosed or undisclosed, suspected or unsuspected, including without limitation any claims for damages, past, present or future, which arise out of or in any way relate to any of the Intellectual Property or any Intellectual Property Rights therein. The Recipient further agrees to indemnify, defend and hold harmless the University and all University Personnel (collectively, the “University Indemnitees”) against any liability, damage, claim, cause of action, suit, action, demand, judgment, loss or expense (including reasonable attorney’s fees and expenses of litigation on a solicitor-client basis) suffered or incurred by or imposed upon one or more of the University Indemnitees arising out of or related to any use by one or more of the Recipient Indemnitors of any Intellectual Property or Intellectual Property Rights.

5. The Recipient shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the University and any such purported assignment shall be null and void.

6. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein. The Recipient hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador.

7. This Agreement embodies the entire agreement between the Recipient and the University with respect to the subject-matter hereof.

By virtue of the presentation of this Agreement for execution by the Recipient, this Agreement shall be deemed to be executed by the University and the Recipient as of the date set out above.

Witness
Print Name:

For the Recipient
Print Name:
I have the authority to bind the Recipient.