

**TEMPLATE
GRANT OF RIGHTS**

THIS AGREEMENT made as of the ____ day of _____ (the "Effective Date")

BETWEEN:

**S.E.A.R.C.H (Swift Efficient Application
of Research in Community Health) CANADA**
("SEARCH Canada")

- and -

(the "Grantee")

WHEREAS:

- A. The Alberta Heritage Foundation for Medical Research has granted to SEARCH Canada certain rights to use AHFMR Materials pursuant to the Licence and Transfer Agreement, including the right to grant sub-licences;
- B. SEARCH Canada has acquired rights to additional materials, including rights of ownership, rights of co-ownership and rights to use;
- C. SEARCH Canada is ceasing its operations and wishes to dispose of its intellectual assets in such a manner as to reduce obstacles to other organizations' ability to build on them in support of capacities for continuing to create knowledge cultures;
- D. SEARCH Canada and the Grantee recognize that SEARCH Canada alone cannot provide sufficient rights to ensure that the Grantee can obtain access to, use or implement programs based on the material referred to below;

NOW THEREFORE, the hereto parties agree as follows:

Section 1 - Definitions and Interpretation

(1) In this Agreement, including this Section, the following defined terms have the meanings indicated:

- (a) "AHFMR" means the Alberta Heritage Foundation for Medical Research;
- (b) "AHFMR Materials" means those materials that are subject to the licences granted by AHFMR to SEARCH Canada pursuant to the Licence and Transfer Agreement, and are defined in the Licence and Transfer Agreement as the "Licensed Materials";

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- (c) "Collaboratively Developed Materials" means those materials related to the SEARCH Programs that have been developed jointly by SEARCH Canada and SEARCH Collaborators;
 - (d) "Collaborator Materials" means those materials related to the SEARCH Programs that have been developed by one or more SEARCH Collaborators without the participation of SEARCH Canada;
 - (e) "Licence and Transfer Agreement" means the agreement entered into by AHFMR and SEARCH Canada dated April 1, 2005;
 - (f) "Original SEARCH Program" means the program known as Swift Efficient Application of Research in Community Health, as defined in the Licence and Transfer Agreement;
 - (g) "SEARCH Canada Materials" means materials related to the SEARCH Programs that are owned solely by SEARCH Canada;
 - (h) "SEARCH Collaborators" means those individuals, institutions, corporations and other entities that have participated in the development of materials related to the SEARCH Programs, including SEARCH Faculty;
 - (i) "SEARCH Programs" means the Original SEARCH Program and those programs known as SEARCH Classic and SEARCH Custom that have been developed by SEARCH Canada.
- (2) This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta. The parties submit to the jurisdiction of the courts of Alberta.

Section 2 - Grant of Sub-Licence

- (1) SEARCH Canada hereby grants the Grantee a non-exclusive sub-licence to market, use, develop, disseminate, reproduce, publish, deliver and exploit the AHFMR Materials and Original SEARCH Program, in accordance with the terms of this Agreement and the Licence and Transfer Agreement. Without limiting the generality of the foregoing, the rights granted by SEARCH Canada to the Grantee shall include, with respect to the AHFMR Materials and Original SEARCH Program, the right to:
- a) produce, re-produce, perform and publish;
 - b) produce, re-produce, perform and publish any translation;
 - c) communicate by telecommunication;

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- d) rent, lease and lend;
- e) revise, modify, develop and enhance.

(2) The Grantee shall not grant any further sub-licences under the sub-licence granted pursuant to Section 2(1) without obtaining the written approval of AHFMR.

(3) The sub-licence granted pursuant to Section 2(1) shall commence on the Effective Date and shall continue in force unless terminated by written notice from AHFMR.

Section 3 - Permission to Use

(1) SEARCH Canada hereby grants the Grantee a perpetual, non-exclusive permission to market, use, develop, disseminate, reproduce, publish, deliver and exploit the SEARCH Canada Materials, the SEARCH Programs and, to the extent of SEARCH Canada's interest therein, the Collaboratively Developed Materials, in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the permission granted by SEARCH Canada to the Grantee shall include, with respect to the SEARCH Canada Materials, SEARCH Programs and SEARCH Canada's interest in the Collaboratively Developed Materials, the right to:

- a) produce, re-produce, perform and publish;
- b) produce, re-produce, perform and publish any translation;
- c) communicate by telecommunication;
- d) rent, lease and lend;
- e) revise, modify, develop and enhance.

(2) The Grantee shall be entitled to grant permissions to other persons under and consistent with the permissions set out in Section 3(1).

Section 4 - Collaborator Materials and Third Party Rights

(1) To the extent that SEARCH Canada has any right or permission to use Collaborator Materials and is entitled to grant to other persons a right or permission to use

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such Collaborator Materials, SEARCH Canada hereby grants to the Grantee permission to use such Collaborator Materials, in accordance with the terms of this Agreement.

(2) Except as set out in Sections 2(1), 3(1) and 4(1), nothing in this Agreement is intended to grant any rights, permissions or licences with respect to materials or property (including intellectual property) of any person not a party to this Agreement.

(3) The Grantee acknowledges that:

- (a) the Grantee may need to acquire other rights, permissions and licences to be able to exercise the rights granted in this Agreement, including rights from SEARCH Collaborators, rights to use the ViviDesk™ software and obtain access to the SEARCH desktop server (on terms acceptable to the Centre for Health Evidence, at the University of Alberta); and
- (b) the Grantee may require resources to acquire such rights and to be able to obtain access to the SEARCH Canada website and other materials.

Section 5 - Warranties, Liability

(1) Nothing in this Agreement shall be construed as an express or implied warranty or representation by SEARCH Canada with respect to:

- (a) ownership of the AHFMR Materials, SEARCH Canada Materials, Collaboratively Developed Materials, Collaborator Materials or the SEARCH Programs;
- (b) the validity or scope of any intellectual property claim related to the AHFMR Materials, SEARCH Canada Materials, Collaboratively Developed Materials, Collaborator Materials or the SEARCH Programs; or
- (c) that the AHFMR Materials, SEARCH Canada Materials, Collaboratively Developed Materials, Collaborator Materials or the SEARCH Programs are fit for any particular purpose or of merchantable quality.

(2) All warranties and conditions implied by law are hereby expressly excluded.

(3) The Grantee shall be responsible for and bear all liability related to the Grantee's marketing, use and development of the AHFMR Materials, SEARCH Canada Materials, Collaboratively Developed Materials, Collaborator Materials or the SEARCH Programs.

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Section 6 - Relationship

Nothing in this Agreement shall be construed as:

- (a) constituting any party as the agent, employee or representative of any other party; or
- (b) creating a partnership or as imposing upon any party any partnership duty, obligation or liability to any other party.

Section 7 - Further Assurances

The parties shall with reasonable diligence take all action, do all things, attend or cause their representatives to attend all meetings, and execute all further documents, agreements and assurances as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Section 8 - Assignment

The Grantee shall not assign this Agreement or any part hereof, or any rights hereunder. SEARCH Canada may assign this Agreement, in whole or in part, upon giving written notice to the Grantee.

Section 9 - Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set out above.

**S.E.A.R.C.H (Swift Efficient Application
of Research in Community Health)
CANADA**

GRANTEE

Per: _____

Per: _____