**INRS Terms of Services/Analysis (“Agreement”)**

**All requests received on the Molecular Interactions and Materials Characterization Facility (MIMC) are subject to these Standard Purchase Terms (SPT). Client shall be deemed to have agreed to be bound by such terms by accepting the service offer from INRS, the performance of the Services/Analysis and provision of the Deliverable(s) (defined below) by INRS.**

1. **Definitions**. In these SPTs, the following definitions apply:
	1. “Client” means the company/organisation requesting Services/Analysis from INRS.
	2. “Deliverable” means any deliverable or other product resulting from Services/Analysis, and any related materials, data, documentation developed by INRS pursuant to such Services/Analysis.
	3. “Delivery Date” means the date of delivery of the Deliverables as determined by INRS.
	4. “Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
	5. “Location”: means the following INRS laboratory situated at Cliquez ou appuyez ici pour entrer du texte..
	6. “Services/Analysis” means any services and/or analysis to be provided by INRS to Client.
	7. “Specifications” means the requirements, attributes and specifications for the Services/Analysis. Specifications also include, as the case may be: (a) documentation published by INRS relating to the Services/Analysis; (b) standards or levels of service performance for Services/Analysis.
2. **Delivery and performance of Services/Analysis**. (a) INRS agrees to supply and to perform the Services/Analysis, as applicable, on the terms set out in this Agreement. (b) INRS shall perform all Services/Analysis exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services/Analysis under this Agreement, using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services/Analysis. (c) The Client acknowledges and agrees that, to the extent permitted by applicable law, notwithstanding any other statement in the Agreement or in any license derived therefrom: (i) INRS has no obligation of result in connection with the Services/Analysis; (ii) INRS makes no representations or warranties of any kind, statutory, contractual, or otherwise, including, without limitation, any warranty of fitness for a particular purpose, with respect to the Deliverable(s). (d) With respect to the foregoing Services/Analysis, INRS shall not be liable for any loss of revenue, profits or data, or for any diminution in value, or for any consequential or incidental, indirect, exemplary, special or punitive damages.
3. **Force Majeure.** INRS is not liable for any loss or damage suffered by the Client resulting from a delay in performance of any obligation undertaken in the Agreement or from failure to perform when such delay or failure results from any unforeseeable and irresistible event, including any loss caused by an “Act of God”, by natural disasters, epidemics, pandemics, governmental actions, directives, orders and decrees, fire, war, insurrections, riots, terrorism, spontaneous labour stoppages or slowdowns, lockouts, electrical power outages or interruptions, cybertattacks or telecommunications disruptions.
4. **Price/Payment Terms**. Prices for the Services/Analysis are as set out and posted on the IMCM platform website. Client will be invoiced on quarterly basis. Payment is due upon reception of the invoice.
5. **Hazardous Materials**. Client agrees to provide, upon and as requested by INRS, to satisfy any applicable laws governing the use of any hazardous materials either of the following: (a) all reasonably necessary document substance by substance material composition, on a substance by substance basis, including quantity used of each substance (b) all reasonably necessary documentation to ensure proper handling of the material, sample and/or substances by INRS in providing the Services/Analysis.
6. **Legal Compliance; Workplace Safety**. In carrying out its obligations under the Agreement, including the performance of the Services/Analysis, INRS shall comply with applicable all laws, regulations, standards, and codes.
7. **Delivery of the material, sample, substance**. Client shall, at its own expense, pack, load, and deliver the material, sample and/or any other substance for which the Client requested Services/Analysis to Location. No charges will be reimbursed by INRS for transportation, insurance, shipping, storage, handling, cartage, packaging or similar charges or otherwise agreed to in writing by INRS. Risk of loss or damage shall pass to INRS upon receipt of material, sample and/or any other substances once received by INRS at the Location. INRS has no obligation to obtain insurance while the material, sample and/or any other substances are in transit from Client to the Location.
8. **Intellectual Property Rights**. All Intellectual Property Rights in and to each Deliverable(s) shall vest in Client free and clear of all liens and encumbrances, upon receipt by INRS of Client’s payment for each Deliverable. It is understood that in the event of Client’s failure to pay, it is specifically agreed between both parties that INRS will retain the Intellectual Property relating to any Deliverable(s) developed as part of the Services/Analysis.
9. **Confidentiality**. INRS shall safeguard and keep confidential all information relating to Client obtained by INRS or provided to INRS by Client in connection with this Agreement and shall use such information only for the purposes of carrying out its obligations under this Agreement.
10. **Independent Contractors**. The relationship between Client and INRS, or any employee of INRS, will always, during the provision of any Services/Analysis by INRS under this Agreement, be that of an independent contractor, not an employee of the Client. No employment relationship is hereby created.
11. **Severability**. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
12. **Waiver**. No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
13. **Survival**. Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.
14. **Interpretation**. The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.
15. **Governing Law**. This Agreement shall be governed by the laws of the Province of Québec. The parties irrevocably attorn to the jurisdiction of the courts of Québec, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.
16. **Outsourcing.** INRS may not retain subcontractors for the performance of its obligations hereunder without the prior written authorization of the Client.
17. **Language**. The parties to the Agreement acknowledge that it is their express wish that the Agreement be drawn up in English. Les parties aux présentes reconnaissent qu'elles souhaitent expressément que l’Entente soit rédigée en anglais.