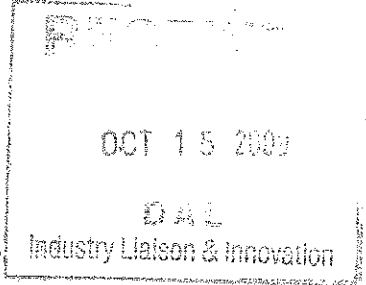


#1614



INTER-INSTITUTIONAL AGREEMENT

BETWEEN:

ST. FRANCIS XAVIER UNIVERSITY, a university incorporated under the laws of the Province of Nova Scotia, located at P.O. Box 5000, Antigonish, Nova Scotia, B2G 2W5; Attention: Andrew J. D. Kendall, Manager, Industry Liaison Office, Telephone: (902) 867-3660, Facsimile: (902) 867-5035

("STFX")

AND:

Dalhousie University, a university incorporated under the laws of the Province of Nova Scotia, located at 6299 South Street, Halifax, Nova Scotia, B3H 4H6; Attention: Dr. Ronald E. Layden, Executive Director, Industry Liaison and Innovation, Telephone: (902) 494-3509, Facsimile: (902) 494-5189

("DAL")

A. Whereas STFX is endeavouring to commercialise a technology that was the result of joint research conducted by STFX and DAL lead by Dr. Grindley of DAL.

B. Whereas.....

1.0 Assignment of Technology

1.1 STFX and DAL are joint inventors of the technology described in Schedule "A" (the "Technology"). In consideration of the mutual covenants and agreements set out in this letter agreement, the DAL has agreed to hereby transfer, sell, and assign to STFX, all of their right, title and interest in, to and associated with the Technology, free and clear of all liens, encumbrances and interests of third parties.

1.2 DAL hereby agrees to do such further acts and execute and deliver to STFX such further instruments as STFX may require to vest, effect, perfect, record, register, verify, evidence, or enforce its rights and interests in and to the Technology.

1.3 STFX will grant DAL the rights to use the Technology for internal research and non-commercial use.

2.0 Negotiation and Administration of a License Agreement

2.1 STFX will be responsible for negotiating the terms of all License Agreements. The format of License Agreements will be based on STFX's standard form of technology license.

2.2 STFX will keep DAL informed of any issues arising during such negotiations which will have a significant impact on DAL. STFX will provide DAL with annual reports of the commercialization and development of the Technology.

3.0 Division of Revenue

3.1 All revenue and other consideration generated from the licensing of the Technology shall be initially received by STFX from Licensees (the "Gross Revenue"). From Gross Revenue,

STFX shall be reimbursed for all reasonable direct costs incurred by STFX in the preparation, filing, prosecution and maintenance of any patents, and any direct costs incurred by STFX in negotiating, and drafting the License Agreement. The remaining funds ("Net Revenues") shall be disbursed by STFX as follows: 50% to be shared by the Institutions STFX and DAL (the "Institutional Portion"), 50% to be shared by the inventors (the "Inventor Portion"). The Institutional Portion will be further subdivided to: 30% STFX, 20% DAL; while the Inventor Portions are Bruce Grindley (16.5%), Gerrard Marangoni (16.5%), Nusrat Jahan (8.5%), Nawal Paul (4.5%), Christian Petropolis (2.5%), and Thomas Tran (1.5%).

3.2 STFX will provide financial reporting of revenue annually on March 31st. Distribution of revenue will occur at minimum annual on March 31st, or maximally, quarterly.

4.0 Indemnification and Insurance

4.1 DAL shall indemnify, protect and save harmless STFX, its Boards of Governors, officers, employees, faculty, students, invitees, and agents against any and all claims arising out of the exercise by STFX of any rights under this Agreement to the extent that such claims are for losses caused by DAL's fault or negligence.

4.2 STFX and DAL agree respectively to maintain appropriate third party liability insurance and comprehensive general liability insurance with respect to any of their respective governors, officers, employees, faculty, students, invitees, and agents in an appropriate amount, such amount to be reviewed and agreed upon from time to time. Each of the parties shall be solely responsible for the cost of their own insurance.

5.0 Term

5.1 This Agreement shall continue until the expiration of the last license agreement or other royalty or fee-bearing agreement, or expiration of the last patent related to the Technology, whichever is later. If the License Agreement is terminated for any reason this Agreement shall continue until the last payment of fees, royalties or any other amount due by the Licensee is paid and disbursed by STFX in accordance with the terms of this Agreement. Notwithstanding such termination of this agreement, clauses 1, 4 and 6 shall continue in force.

6.0 General

6.1 If any dispute arises between the parties under this Agreement, the parties shall appoint a conciliation committee composed of one nominee from each STFX and DAL. The conciliation committee shall act expeditiously and shall present its recommendations for resolution of such dispute within ten days of appointment. If one or both of the parties do not accept the recommendations of the conciliation committee then the dispute shall be settled by a single arbitrator appointed pursuant to the provisions of the *Commercial Arbitration Act* of Nova Scotia, or any successor legislation then in force. The place of arbitration shall be Halifax, Nova Scotia.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

6.3 Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party, whose consent will not be unreasonably withheld.

6.4 Nothing contained herein shall be deemed or construed to create between the parties hereto a partnership or joint venture. Except as expressly stated herein, no party shall have authority to act on behalf of any party hereto or to commit any other party in any manner. No

party shall be liable for any act, omission, representation, obligation or debt of any other party, even if informed of such act, omission, representation, obligation or debt.

6.5 Any notice required or permitted to be given to any party hereunder shall be in writing and shall be deemed to have been duly given if delivered to the parties hereto at the addresses set out below:

If to DAL: Executive Director
Industry Liaison and Innovation Office
Dalhousie University
1379 Seymour Street
Halifax, NS
B3H 3M6, Canada

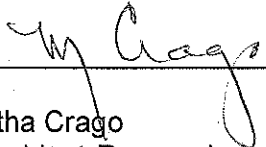
If to STFX: Manager, Industry Liaison Office
St. Francis Xavier University
Immaculata Hall, Room 416
P.O. Box 5000, West Street
Antigonish, Nova Scotia
B2G 2W5, Canada

7.0 Counterparts

7.1 This agreement may be executed by facsimile, and in any number of counterparts.

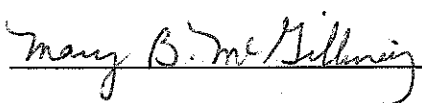
This Agreement shall be effective as of October 1, 2009

Dalhousie University
Per:



Dr. Martha Crago
Vice President Research

St. Francis Xavier University
Per:



Dr. Mary B. McGillivray
Vice President Academic and Provost

SCHEDULE "A"

The "Technology"

STFX Disclosure File #: GM- 01

Dalhousie Disclosure File #: 10146

Title: **"Gemini Surfactants Based on Pentaerythritol and their Method of Preparation"**

Inventors: G. Marangoni, B. Grindley, T. Tran, N. Jahan, C. Petropolis, N. Paul

Patents: US Provisional Patent filed October 30, 2008