

**NETWORKS OF CENTRES OF EXCELLENCE
NETWORK AGREEMENT**

AMONG

**IC-IMPACTS Centres of Excellence
(the "Network")**

AND

IC-IMPACTS Centres of Excellence
a not-for-profit corporation incorporated under the *Canada Not-for-profit Corporations Act*
(the "Corporation")

AND

THE UNIVERSITY OF BRITISH COLUMBIA
a corporation continued under the *University Act* of British Columbia
(the "Network Host")

AND

NETWORK MEMBERS
(as listed in the attached **Annex B - Network Members**)

AND

NETWORK PARTNERS
(as listed in the attached **Annex C - Network Partners**)

WHEREAS:

A. The goal of the Networks of Centres of Excellence (**NCE**) Program is to mobilize Canada's research talent in the academic, private and public sectors and apply it to the task of developing the Canadian economy and improving the quality of life of Canadians;

B. Canada-India Research Centre of Excellence (**CIRCE**) falls within the mandate of the NCE Program with the specific goal to facilitate knowledge exchange between Canada and India in areas of mutual strategic importance through knowledge and personal mobilization, research exchanges, networking and partnerships with business and other end users, and by building upon established Canada-India collaborations to generate substantial impact;

C. The **CIRCE Initiative** is an initiative of the Government of Canada jointly administered by the *Natural Sciences and Engineering Council*, the *Social Sciences and Humanities Research Council* and the *Canadian Institute of Health Research* in partnership with *Industry Canada* and *Health Canada*;

D. The Network has been established to achieve the following objectives:

1. to develop and implement new integrated water management technologies, sustainable infrastructure discoveries, and public health and disease treatments, for communities in Canada and India;
2. to create a future generation of entrepreneurially-minded and highly skilled innovators through the development of novel training programs developed in partnerships with universities, international student associations, and leading mobility providers;
3. to create new pathways for the mobilization of knowledge;
4. to forge new collaborative partnerships for the implementation and commercialization of new technologies within partner communities in both nations; and
5. to establish a new model for international collaboration where networks of researchers, students, community members, governments, and industrial partners work together to tackle urgent global issues;

which are congruent with the objectives of the CIRCE Initiative under the NCE Program;

E. The Network has been selected, on the basis of its Application to the CIRCE Initiative, to receive funding under the NCE Program in order that it may carry out research that will yield new scientific knowledge and innovative applications;

F. In discharging its obligations under its NCE Funding Agreement with the Granting Agencies, the Network will fund certain research activities carried out at Network Members through Network Investigators; and,

G. The NCE Funding Agreement obliges the Network and the Network Host to enter into an agreement with Network Members, setting out the obligations of the Parties and providing such matters as reporting requirements, use of research funds, ownership and exploitation of intellectual property.

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms are defined as follows:

- i. **"Acknowledgement Form"** means the form signed by all Network Investigators or HQP who receive funds from the Network, attached hereto and marked as **Appendix A**.
- ii. **"Administrative Centre"** means the central administrative offices of the Network that are housed by the Network Host.
- iii. **"Agent"** means a person, persons, institution, company or other entity appointed by the owner(s) of Network-supported Intellectual Property to act on his/her/their behalf.
- iv. **"Agreement"** means this Network Agreement including all attachments and appendices, as may be amended from time to time.
- v. **"Application"** or **"Network Proposal"** means the full application submitted on behalf of the Network to the NCE Program as reviewed and approved by the Granting Agencies.
- vi. **"Associate Scientific Director"** means a senior Network Investigator, reporting to the Scientific Director, who is responsible for assisting the Scientific Director in executing the scientific agenda of the Network and helping the Network to achieve its research, training and commercialization mandates.
- vii. **"Award Letter"** means the letter sent by the NCE Secretariat to the Network Applicant, Network Host and Granting Agencies confirming the Fiscal Year allocation of the Grant.
- viii. **"Background Intellectual Property"** or **"BIP"** means, individually and collectively, all Intellectual Property which is owned or controlled by a Party prior to commencement of any work performed in connection with the Network Research project or is made, conceived or acquired by a Party outside of the work in connection with the Network Research project.
- ix. **"Board"** means the Board of Directors of the Network.
- x. **"By-laws"** means By-laws of the Corporation, as may be amended from time to time.
- xi. **"Chief Executive Officer"** or **"CEO"** means the senior managerial employee of the Corporation who reports to the Board and who may also serve as the Scientific Director of the Network.

- xii. **“Commercialization”** means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.
- xiii. **“Community Impacts Advisory Board”** or **“CIAB”** means the advisory committee that provides advice to the Scientific Director and the Board on how best to meet the needs of partner communities in Canada and India as set forth in Article 7.
- xiv. **“Confidential Information”** means knowledge, materials, know-how or any proprietary information, whether in electronic, written, graphic or other tangible form, and any such oral information that has been reduced to writing within two weeks of its disclosure.
- xv. **“Consent to Disclosure”** means the form attached hereto and marked as **Annex A**.
- xvi. **“Corporation”** means **IC-IMPACTS Centres of Excellence**, also known as **“the Network”**, a not-for-profit corporation incorporated under the *Canada Not-for-profit Corporations Act*.
- xvii. **“Eligible Expenses”** has the meaning set forth in Section 4 of the NCE Funding Agreement.
- xviii. **“Event of Default”** has the meaning set forth in Section 8 of the NCE Funding Agreement.
- xix. **“Fiscal Year”** means a twelve (12) month period commencing April 1 and ending March 31 of the following year.
- xx. **“Granting Agencies”** means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC). **Granting Agency** means any one of them.
- xxi. **“HQP”** means the highly qualified personnel of the Network and Network Members and includes: trainees and research staff such as graduate students; postdoctoral fellows; research associates; technicians; and summer students working under the supervision of Network Investigators.
- xxii. **“Independent Member”** means an individual: (a) who has no material relationship with the Network or a Network Member such that the individual's ability to think and act in an independent manner that is in the best interests of the Network, both in practice and in appearance, would be impaired; or (b) who will not benefit directly from the activities of the Network. The Board determines which individuals are Independent Members and details of such determinations must be provided in a written decision by the Board.

- xxiii. **“Institutional Agreement”** or **“IA”** means the agreement dated October 30, 2012 between the Network Host and the Granting Agencies, outlining the basic requirements for obtaining and maintaining institutional eligibility to administer Grant funds.
- xxiv. **“Intellectual Property”** means all materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any rights to apply for protections under statutory proceedings available for those purposes, provided that they are capable of protection at law.
- xxv. **“Joint Owners”** means ownership of the NSIP is shared by two or more Network Investigators and/or Network Members.
- xxvi. **“NCE Funds”** or **“Grant”** means funds provided to the Network by the Granting Agencies, particulars of which are set out in the NCE Funding Agreement.
- xxvii. **“NCE Funding Agreement”** means the agreement entered into between the Network, the Network Host and the Granting Agencies effective as of February 18, 2013 outlining the terms and conditions for funding the Network under the NCE Program, attached hereto and marked as **Appendix B**.
- xxviii. **“NCE – Network Program Guide”** means the guide published in connection with the NCE Program detailing the processes, procedures and Eligible Expenses of the NCE Program in existence at the time of the NCE Funding Agreement, as may be amended from time to time.
- xxix. **“NCE Program”** means a program of the Government of Canada jointly administered by the Granting Agencies with the goal of mobilizing Canada’s research talent in the academic, private and public sectors, and applying it to the task of developing the Canadian economy and improving the quality of life of Canadians; the Network has been selected as a recipient of the NCE Program in order that it may carry out Network Research that will further these goals.
- xxx. **“NCE Standing Selection Committee”** means the committee assembled by the Granting Agencies to evaluate applications to the NCE Program and make funding recommendations based on a Peer Review process.
- xxxi. **“Network”** means **IC-IMPACTS Centres of Excellence**, a not-for-profit corporation incorporated under *Canada Not-for-profit Corporations Act*, has signed the NCE Funding Agreement and is a signatory to this Agreement.
- xxxii. **“Network Affiliate”** means a commercial, industrial, community, not-for-profit, public organization or other organization involved in a specific aspect of Network Research or other Network activity, or which provides support to the

Network, and that has been accepted as an Affiliate of the Network by the Board, as set forth in Article 6, and which has signed a Network Affiliate Agreement. A Network Affiliate is not a signatory to this Agreement.

- xxxiii. **"Network Host"** means **The University of British Columbia**, a corporation continued under the *University Act* of British Columbia. **Network Host** houses the Administrative Centre, has signed the NCE Funding Agreement and is a signatory to this Agreement.
- xxxiv. **"Network Investigator"** means a researcher:
- i) who is considered eligible to receive funds from the Granting Agencies and who is affiliated with a Network Member;
 - ii) who has been accepted as an investigator in the Network by the Board;
 - iii) who has signed the **Acknowledgment Form** ; and
 - iv) who has signed the **Consent to Disclosure**.
- xxxv. **"Network Manager"** means the senior managerial employee of the Network who serves as the Chief Operating Officer of the Corporation and reports to the Chief Executive Officer.
- xxxvi. **"Network Member"** means Canadian universities or post-secondary institution with a mandate for research and their affiliated institutions including hospitals, research institutes and/or other not-for-profit organizations or other organizations eligible to receive research funds from any of the Granting Agencies and that employ or otherwise give academic status to one or more Network Investigators and that has signed this Agreement, but excludes any "department" or "departmental corporation" as defined in section 2 of the *Financial Administration Act*, any "agent corporation" or "Crown corporation" as defined in subsection 83(1) of the *Financial Administration Act*, any province or municipality.
- xxxvii. **"Network Participant"** means Network Investigators and their respective HQP, employees of the Corporation, employees of Network Partners, employees of Network Affiliates, member of the Board and advisory committees.
- xxxviii. **"Network Partner"** means a commercial, industrial, community, not-for-profit, public organization or other organization that directly or indirectly supports Network Research and/or other activities of the Network as detailed in Article 6 and which is a signatory to this Agreement.
- xxxix. **"Network Research"** means research, scientific development, collaboration, product prototype manufacture, design, networking and related activities that are supported wholly or in part by the Network and carried out under the supervision of Network Investigators and their respective HQP.

- xl. **“Network-Supported Intellectual Property”** or **“NSIP”** means Intellectual Property invented, conceived or reduced to practice that is supported wholly or in part by the Network while engaging in Network Research.
- xli. **“Net Revenues”** means the gross amount or fair market value of all royalties, fees, equity participation, or any other form of benefit from the licensee to the licensing Party or the joint licensing Parties minus reimbursement of out-of-pocket expenses incurred in obtaining legal protection for and/or commercialization of NSIP, and excluding only the Goods and Service Tax and similar taxes.
- xlii. **“Non-NCE Funds”** means funds provided by Network Members, Network Affiliates, Network Partners, and by other sources in support of the Network Research and/or other activities of the Network.
- xliii. **“Parties”** means signatories to this Agreement.
- xliv. **“Peer Review”** means the periodic review of the progress of the Network with respect to achieving the goals and objectives of the NCE Program and of the Network.
- xliv. **“Research Management Committee”** or **“RMC”** means the advisory committee reporting to the Board that provides recommendations on the direction of the Network Research and resource allocation as described in Article 7.
- xlvi. **“Scientific Director”** means the senior Network Investigator who is responsible for the scientific direction and leadership of the Network Research and the Network, reporting to the Board. The Scientific Director may also serve as the Chief Executive Officer of the Network.
- xlvii. **“Sole Owner”** means ownership of the NSIP is held by a single Network Investigator and/or Network Member.
- xlviii. **“Technology Transfer Office”** means the office at the Network Member where a Network Investigator is employed or holds academic status that has responsibility for commercializing Intellectual Property.
- xlix. **“Tri-Agency Financial Administration Guide”** means the guide published by the Granting Agencies detailing the Granting Agencies policies on the uses, responsibilities, accountabilities, and administration of Grant funds, in existence as of February 18, 2013, as may be amended from time to time.
- I. **“Tri-Council”** refers to the “Granting Agencies.”

2. OBLIGATIONS OF THE NETWORK HOST

2.1 In accordance with the terms of the NCE Funding Agreement and this Agreement, the Network Host will, at no cost to the Network:

- 2.1.1 provide suitable space to house the Administrative Centre of the Network, appropriate furniture and office equipment, computer facilities, internet, telephone rental and voice mail charges, accounting and purchasing support, the services of the Scientific Director, and other provisions to run the Administrative Centre as agreed to between the Network and the Network Host, as amended from time to time;
- 2.1.2 hold NCE Funds in trust for use by the Network and Network Investigators in accordance with the terms of the NCE Funding Agreement;
- 2.1.3 where provided by the Network to the Network Host, hold Non-NCE Funds in trust for use by Network Investigators to be administered as per the directions of the Scientific Director upon approval by the Board and in accordance with this Agreement, the terms established by the Network and the policies of the Network Host;
- 2.1.4 receive and distribute NCE Funds and Non-NCE Funds as provided in Article 8 of this Agreement and as directed by the Scientific Director upon approval of the Board; and
- 2.1.5 provide accounting and financial reporting for NCE funds and Non-NCE Funds to the Network as provided in Article 8.

3. OBLIGATIONS OF THE ADMINISTRATIVE CENTRE OF THE NETWORK

3.1 The Administrative Centre is the registered central office for the Network and will:

- 3.1.1 receive and administer NCE Funds, as received from the Network Host, as directed by the Scientific Director upon approval of the Board;
- 3.1.2 receive and administer Non-NCE Funds from Network Partners, Network Affiliates and other organizations, as directed by the Scientific Director upon approval of the Board;
- 3.1.3 maintain full records of account, develop reporting schedules and provide statements of expenditure;
- 3.1.4 ensure that accurate accounts and records, including but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Grant are kept and will, upon reasonable notice, make them available to a representative of the Granting Agencies for inspection and audit;
- 3.1.5 ensure proper retention and storage of all the Consent to Disclosure and forms and shall, upon reasonable notice, provide copies or make them available to a representative of the Granting Agencies for inspection and audit;
- 3.1.6 administer grants and contracts to which the Network is a party;

- 3.1.7 prepare and issue all reports, documentation and statements in compliance with the NCE Funding Agreement, as amended from time to time;
- 3.1.8 prepare and issue all reports, documentation and statements in compliance with the filing, reporting, and notice requirements of Corporations Canada and all British Columbia and extra-provincial registry offices wherein the Corporation is registered;
- 3.1.9 administer all Network Affiliate Agreements and deliver a copy of the fully signed Network Affiliate Agreement to each signatory of the Network Affiliate Agreement for their records; and
- 3.1.10 deliver to all Parties hereto and updated versions of **Annex B** and **Annex C** promptly after any material change has occurred to the information set forth herein.

4. OBLIGATIONS OF NETWORK MEMBERS

4.1 General

- 4.1.1 The Parties acknowledge that the majority of the Network Research falls within the domain of the Natural Sciences and Engineering Research Council (NSERC) and the Network, Network Host and Network Members will adhere to the rules and policies of NSERC contained in the Tri-Agency Financial Administration Guide and the NCE Network Program Guide.

4.2 Financial Management and Reporting Requirements

- 4.2.1 Network Members will hold NCE Funds in trust for use by the Network and the Network Investigators in accordance with the NCE Funding Agreement, the terms established by the Network, the policies of the Network Members and the requirements of the NCE Program.
- 4.2.2 The Network Members will hold Non-NCE Funds in trust for use the Network Investigators to be administered as per the directions of the Scientific Director upon approval by the Board and in accordance with this Agreement, the terms established by the Network and the policies of the Network Members.
- 4.2.3 Each Network Member will provide to the Administrative Centre, by April 30 of each year of this Agreement, financial reports for all NCE Funds and all Non-NCE Funds they receive in accordance with the requirements of the Network, the NCE Program and this Agreement.
- 4.2.4 Each Network Member receiving NCE Funds and Non-NCE Funds will:
 - 4.2.4.1 ensure that adequate financial controls consistent with the rules and guidelines of the NCE Program and the Granting Agencies

rules and regulations are maintained with respect to NCE Funds;

4.2.4.2 ensure that adequate financial controls consistent with the Network Member's policies applicable to Non-NCE Funds are maintained with respect to Non-NCE Funds;

4.2.4.3 keep proper accounts and records of all expenditures;

4.2.4.4 provide the Administrative Centre with the name and address of the person at the Network Member responsible for the administration and accounting for NCE Funds and Non-NCE Funds and the name and address of the responsible person at the Technology Transfer Office;

4.2.4.5 ensure that their Network Investigators and their HQP execute in writing **Consent to Disclosure** and **Acknowledgment Form** prior to each Network Investigator and their HQP's engagement under the supervision of their Network Investigators; and provide to the Administrative Centre and the Network Host a signed copy of **Consent to Disclosure** and **Acknowledgment Form** by each Network Investigator and HQP;

4.2.4.6 work in concert with the owners and inventors of the NSIP and the Network, in the Commercialization of NSIP;

4.2.4.7 provide their Network Investigators with sufficient space, time and institutional support to allow them to contribute to the Network Research for the term of this Agreement ;

4.2.4.8 promptly notify the Administrative Centre in the event that a Network Investigator ceases to be employed by a Network Member or otherwise ceases to maintain academic status at the Network Member or Network Host; and,

4.2.4.9 repay to the Network any amounts claimed or spent on expenses other than Eligible Expenses as outlined in the NCE Funding Agreement.

4.3 Authorizations and Certifications

4.3.1 Each Network Member will ensure that their Network Investigators obtain appropriate certification and/or approval regarding use of humans, animals and/or biohazards in the conduct of Network Research in accordance with the requirements of the NCE Program and the Granting Agencies.

4.3.2 Each Network Member will ensure that their Network Investigators obtain certification and/or approval for Network Research detailed in Paragraph 4.3.2.1 to Paragraph 4.3.2.10 as follows:

- 4.3.2.1 Research involving humans will meet the requirements of the Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (see <http://www.pre.ethics.gc.ca/eng/policy-politique/tcps-eptc/> for details);
- 4.3.2.2 Research involving human pluripotent stem cells is required to adhere to the Updated Guidelines for Human Pluripotent Stem Cells Research posted on the CIHR Web site (see <http://www.cihr-irsc.gc.ca/e/34460.html> for details);
- 4.3.2.3 Research requiring the use of animals will be conducted in accordance with the policies and guidelines of the Canadian Council on Animal Care: Guide to the Care and Use of Experimental Animals (Volume 1 and 2) and hold a valid Certificate of Good Animal Practice (GAP) (see http://www.ccac.ca/en/CCAC_Programs/Guidelines_Policies/GUIDES/ENGLISH/toc_v1.htm and http://www.ccac.ca/en/CCAC_Programs/Guidelines_Policies/GUIDELINES/Guidelis.htm, for details);
- 4.3.2.4 Research involving biohazards must adhere to the standards outlined in the latest edition of Laboratory Biosafety Guidelines of the Public Health Agency of Canada (see <http://www.phac-aspc.gc.ca/publicat/lbg-ldmbl-04/index-eng.php> for details);
- 4.3.2.5 Research involving infectious agents must adhere to the latest edition of the Laboratory Biosafety Guidelines prepared by the Public Health Agency of Canada (see <http://www.phac-aspc.gc.ca/publicat/lbg-ldmbl-04/index-eng.php> for details);
- 4.3.2.6 Research involving radioactive materials must comply with all Canadian Nuclear Safety Commission (CNSC) regulations, recommended procedures, and safety precautions governing the use of such materials in Canada (see <http://www.nuclearsafety.gc.ca/eng/lawsregs/index.cfm> for details);
- 4.3.2.7 Research activities having potential effects on the environment must adhere to the Environmental Review Policy for Networks Receiving NCE Funds (see Appendix D of the NCE Networks Program Guide for details);
- 4.3.2.8 Research involving controlled information must comply with all laws and regulations regarding *Controlled Information*, including, but not limited to, the *Defence Production Act*, Export Control Regulations, and the Controlled Goods Regulations before, during or after the tenure of a grant from the NCE. The Network Member will ensure subsequent documentation

required by the Network, including all reports and strategic plans, will not include information subject to restrictions or controls under the *Export and Import Permits Act* or its regulations, the Export Control Regulations or the Controlled Goods Regulations (see http://www.nserc-crsng.gc.ca/NSERC-CRSNG/Policies-Politiques/certaintypes-typescertaines_eng.asp for details);

4.3.2.9 Research involving Aboriginal People must adhere to the CIHR Guidelines for Health Research Involving Aboriginal People (see <http://www.cihr-irsc.gc.ca/e/29134.html>); and

4.3.2.10 Research performed in the Yukon, the Northwest Territories, and Nunavut must be accompanied by the appropriate licenses for all researchers. Research in the North should be governed by a set of ethical principles as described in the publication by the Association of Canadian Universities for Northern Studies titled *Ethical Principles for the Conduct of Research in the North* (see <http://www.acuns.ca/ethical.htm>).

4.3.3 Assume the rights and obligations set forth in this Agreement with respect to Network Investigators participating in the Network Research and other activities of the Network solely in their capacity as employees of the Network Member.

4.4 Confidential Information and Material Transfer

4.4.1 In carrying out the activities contemplated by this Agreement, it is anticipated that Network Members or Network Partners or Network Affiliates may disclose certain information or material which is considered by the disclosing party to be confidential. The Parties agree that where such information is disclosed or material is transferred, it will be substantially in accordance with the form of the Confidentiality Agreement (Reciprocal Disclosure) attached hereto and marked as **Appendix C** or the Confidential Information and Material Transfer Agreement attached hereto and marked as **Appendix D**, as the case may be.

4.5 Auditor General May Audit

4.5.1 The Network Member agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the Network, conduct an inquiry under the authority of subsection 7.1(1) of the *Auditor General Act* in relation to the use of Grant funds. For the purposes of any such inquiry undertaken by the Auditor General, the Network Member will provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

4.5.1.1 All records held by the Network Members or by its agents or contractors relating to this Agreement, the NCE Funding Agreement and the use of Grant funds; and,

4.5.1.2 Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any of this Agreement, the NCE Funding Agreement or the use of the Grant funds.

5. OBLIGATIONS OF NETWORK INVESTIGATORS

- 5.1 In signing the **Acknowledgement Form** all Network Investigators agree to be bound by all provisions contained in this Agreement;
- 5.2 In all presentations and publications of results of Network Research, the Network Investigator will acknowledge the author's participation in the Network and the support of the NCE Program and Granting Agencies, and will also refer to industrial support of other Network Partner support where appropriate;
- 5.3 The Network Investigator will submit research progress reports and any other documentation required by the Network to the Administrative Centre in accordance with the timelines, policies and requests established by the Network in relation to the monitoring of research and HQP training and as needed to fulfill the Network's reporting requirements to the NCE Secretariat, Corporations Canada, or other legislative or funding authority;
- 5.4 The Network Investigator will ensure that all HQP have signed **Acknowledgment Form** as required by this Agreement, their Network Member and the Administrative Centre;
- 5.5 The Network Investigator will ensure that all HQP maintain effective record keeping for experiments carried out as part of Network Research;
- 5.6 The Network Investigator will participate in Network committees, Network meetings, and in other Network activities as required; and,
- 5.7 Where the Network determines that a Network Investigator has failed to comply with the duties and responsibilities set out in this Agreement, it will promptly notify the Network Member and the Network Investigator of the particulars. The Network Investigator will have thirty (30) days within which to remedy the failure, failing which the Network may terminate funding of the Network Research carried out by the Network Investigator. Notwithstanding the termination of funding, the Network Investigator will co-operate with the Network to ensure an orderly transfer of responsibilities and phase-out of activities, and will continue to be bound by the provisions of this Agreement governing Intellectual Property (Article 9), Publication (Article 12), Confidentiality (Article 11) and any other provisions which are necessary for the Network and their Network Member to fulfill its obligations to the NCE Program.

6. NETWORK PARTNERS AND NETWORK AFFILIATES

- 6.1 Commercial, industrial, community, not-for-profit and public organizations, who become participating organizations, will become involved in the Network in a variety

of different ways to accommodate the specific interests of the organization and the Network. There will be two primary levels of participation:

6.1.1 **Network Partner.** A commercial, industrial, community, not-for-profit or public organization which participates actively in the Network and provides a significant contribution to the Network may be admitted by the Board as a Network Partner where said Network Partner provides significant cash and/or in-kind support to the Network Research or to the Network to carry out its mandate and operations on a one-time or on-going basis as defined from time to time by the Board.

6.1.1.1 The identity of the Network Partner(s) are set out in the attached **Annex C (Network Partners)**, as may be amended from time to time.

6.1.1.2 As a signatory to this Agreement, Network Partners must abide by all provisions in this Agreement.

6.1.2 **Network Affiliate.** A Network Affiliate is a commercial, industrial, community, not-for-profit or public organization or other organization which agrees to participate in a specific aspect of the Network Research or other Network activity, was accepted as a Network Affiliate by the Board and who has signed a Network Affiliate Agreement and whose rights and obligations are consistent with this Agreement and the policies of the Network Members. Network Affiliate is not a signatory to this Agreement.

7. NETWORK GOVERNANCE

7.1 The Network will establish a governance structure in compliance with the Not-for-Profit Corporations Act of Canada, and, for the period of the NCE Funding Agreement will also meet the requirements of governance as set out in the NCE Funding Agreement and NCE Program Guide.

BOARD OF DIRECTORS

7.2 A Board of Directors will be the chief executive authority of the Network with responsibilities as provided for in the Not-for-Profit Corporations Act of Canada, the By-Laws of the Corporation, the NCE Funding Agreement and the NCE Program Guide.

7.2.1 The Board for the Corporation will serve as the same Board for the Network, with the Scientific Director and Chief Executive Officer reporting to the Board, for both the Corporation and the Network.

7.2.2 The membership composition, term of office, quorum and meeting schedule for the Board will be in accordance with the By-Laws of the Corporation and as required by the NCE Funding Agreement and NCE-Program Guide.

- 7.2.3 For the period of the NCE Funding Agreement, the Board will be accountable to the NCE Standing Selection Committee.

COMMITTEES

- 7.3 The Network will establish committees advisory to the Scientific Director and/or the Board as needed, as amended from time to time;

RESEARCH MANAGEMENT COMMITTEE

- 7.4 The Research Management Committee, appointed by the Board, is an advisory committee to the Board and is responsible for formulating and providing effective management of the NCE Program and for ensuring that everyone involved in the Network Research projects whether as Network Investigators, Network Participants, Network Partners or Network Affiliates, are working towards the objectives of the Network.

- 7.5 Responsibilities of the Research Management Committee include:

- 7.5.1 development of the Network's strategic and annual research plans for approval by the Board;
- 7.5.2 operational oversight of the strategic and annual research plans of the Network;
- 7.5.3 review and recommendation to the Board of Network Research projects and Network Research proposals for funding;
- 7.5.4 monitoring the progress of Network Research projects including their quality, targets, deliverables, timelines and budgets;
- 7.5.5 making recommendations to the Board, adjustments to the Network Research plan including, but not limited to, the addition of Network Research projects, the termination of Network Research projects, allocation of funds for Network Research purposes and Network Research projects, adjusting funds and budgets;
- 7.5.6 identify, develop and implement opportunities and mechanisms to ensure multidisciplinary collaboration and cross-disciplinary fertilization of technologies and knowledge;
- 7.5.7 identify HQP training needs, faculty and student exchange opportunities, and capacity-building requirements to enhance the creation and application of knowledge; and,
- 7.5.8 create novel programming to serve industrial and community-based knowledge needs in India and Canada.

7.6 The Research Management Committee may create subcommittees to focus upon specific areas of its responsibilities.

7.7 Members of the Research Management Committee other than those who serve ex-officio, will be appointed for a period of two years by the Board on the recommendation of the Scientific Director. Members of the RMC may be reappointed upon the approval of the Board on the recommendation of the Scientific Director.

7.8 The Research Management Committee will be comprised of no less than:

7.8.1 The Scientific Director (ex-officio) who will Chair the Research Management Committee;

7.8.2 Associate Scientific Director(s) (ex-officio);

7.8.3 No less than 3 Canadian and/or Indian scientists with expertise in at least one area of the Network's Research; and

7.8.4 Representative(s) from the end-user community of the Network Research.

7.9 The Research Management Committee will meet at least two times annually with a schedule set by the Board upon the recommendation of the Scientific Director.

COMMUNITY IMPACTS ADVISORY COMMITTEE

7.10 The Community Impacts Advisory Committee (CIAB) provides advice to the Scientific Director and the Board. The CIAB will provide advice on the strategy and implementation of research within partner communities, aid in the creation of new partnerships, help identify opportunities for long-term sustainable funding for the Network, and keep the Network aware of the needs and interests of industrial and civic communities in Canada and India; and,

7.11 The composition, terms of appointment and meetings of the Community Impacts Advisory Committee will be approved by the Board upon the recommendation of the Scientific Director.

8. FINANCIAL MANAGEMENT AND REPORTING

8.1 As provided in the NCE Funding Agreement, the Network Host will receive NCE Funds, will hold NCE Funds in trust for the Network and the Network Investigators, and will distribute the NCE Funds among the Network Members and the Administrative Centre as directed by the Scientific Director upon approval of the Board.

8.2 When provided by the Network, the Network Host will receive Non-NCE Funds for Network Research and/or activities for the Network, will hold Non-NCE Funds in trust for the Network and the Network Investigators, and will distribute the Non-NCE Funds among the Network Members for their Network Investigators as directed by the Scientific Director upon approval of the Board.

- 8.3 The Network Host and Network Members will provide financial reports to the Network by April 30 each year in accordance with the NCE Funding Agreement and the document attached hereto and marked as **Appendix E** (*Reporting and Financial Management Guidelines*).
- 8.4 The Network Host and Network Members will provide financial reports of NCE Funds and Non-NCE Funds held in trust for the Network by the Network Host in accordance with dates and requirements of Corporations Canada and other Provincial Registries to which the Network must submit financial reports.

9. **INTELLECTUAL PROPERTY: OWNERSHIP, PROTECTION AND LICENSING**

- 9.1 **Ownership of Background Intellectual Property (BIP):** The title or rights to any Background Intellectual Property used in connection with the Network Research project under this Agreement will not be affected by this Agreement, unless licensed by a Party for the sole purpose of performing work within said Network Research project. The Parties agree that where a Party makes its BIP available to another Party for the purpose of the Network Research project, such first Party hereby grants such other Party a non-exclusive, royalty-free license to use such BIP for the sole purpose of performing work within the said Network Research project. For clarity, the license to a Party's BIP is not granted in the event of Network Research project demonstration at another Party's site.
- 9.2 **Ownership of Network-supported Intellectual Property (NSIP):** Ownership of all NSIP will be determined by applicable Canadian law and the policies of the relevant Network Member(s) and to the extent not inconsistent with this Agreement or Canadian law, the policies of the Network and the relevant Network Partner(s). NSIP developed by a single Network Member (or single Network Investigator) will be solely vested with that Network Member as a **Sole Owner**. NSIP jointly developed by two or more Network Members will be jointly vested in those Network Members as **Joint Owners**. The Parties agree that the authority and responsibility for making decisions with regard to legal protection and commercialization of NSIP will rest with the Sole Owner or Joint Owners of the NSIP. Unless otherwise agreed to in writing on a case-by-case basis by the owners of NSIP, no Party will have any additional rights in the NSIP, other than the ownership right described above and the right to a non-exclusive license provided for in Article 9.4.
- 9.3 **Internal Disclosure NSIP:** NSIP considered commercially valuable or industrially useful, will be promptly disclosed by the Network Investigator(s) to the Technology Transfer Office of their employing Network Member(s), as prescribed in their respective policies. The Network Member will be responsible for notifying, within 10 working days, the Network Manager and any other participating organization which may be a Joint Owner of the NSIP. Such notification or disclosure will be considered confidential under the terms and conditions of Article 11.
- 9.4 All Network Members and Network Investigators are granted royalty free, perpetual, non-exclusive licenses to use NSIP for further non-commercial research and educational purposes in accordance with the confidentiality provisions contained

herein and notwithstanding separate agreements with third parties concerning use of NSIP.

9.5 The Network will call a meeting within 10 working days of receiving the Disclosure of all interested Parties to discuss the history of support, the potential for commercialization, a plan for management, share of Net Revenues and commercialization of NSIP. The Network and any relevant Network Members will negotiate in good faith the sharing of Net Revenues commensurate with their contributions related to the NSIP, in accordance to the applicable Network Member's policies, as well as the terms of any relevant Network Partner.

9.6 The Parties further agree that:

9.6.1 The owners of NSIP may decide to appoint an Agent to act on his/her behalf to negotiate the exploitation of NSIP.

9.6.2 The Agent will be given a period of 3 months to decide whether or not to pursue the commercialization of the NSIP.

9.6.3 Should the Agent decide to pursue the commercialization of the NSIP, it will negotiate an agreement with the owners of NSIP, following which the Agent will have a further 12 months, or a mutually agreed extension to that period, to conclude a commercialization agreement with an end-user. If no agreement is reached with an end-user, the Network may become the Agent and will be given a period of 3 months to decide whether or not to pursue the commercialization of the NSIP.

9.6.4 The NCE Funds used to cover the cost associated with obtaining protection for NSIP will not exceed 50% of the total cost on an annual basis, subject to the approval of the Board.

10. BENEFIT TO CANADA

10.1 The Parties acknowledge that pursuant to the mandate of the NCE Program, every reasonable effort must be made to have the results of Network Research exploited in Canada and India for the public benefit of Canada and India. Accordingly, the Parties will act in accordance with the Benefit to Canada Working Guidelines attached hereto and marked as **Appendix F** (*Benefit to Canada Working Guidelines*).

11. TRANSFER OF CONFIDENTIAL INFORMATION AND MATERIALS

11.1 All Parties acknowledge and agree that, although the NCE Program mandates that certain Confidential Information will be shared within a Network, such dissemination of Confidential Information must be strictly controlled, and may only be disseminated in a manner provided within this Agreement.

11.2 All Network Partners contemplating the disclosure of very sensitive proprietary Information acknowledge that Network Members, by their very nature, are open public research institutions with students passing through in an open and uncontrolled

manner and therefore cannot provide the same degree of security for its own Confidential Information as that which is customary in an industrial research centre. All Network Members and Network Partners will however treat Confidential Information provided to them by other Parties with an equivalent or greater degree of care and security as they use to keep their own proprietary information confidential and secure.

- 11.3 Confidential Information will only be used in compliance with all applicable laws, regulations, and NSERC guidelines.
- 11.4 The Parties, on behalf of their Network Participants, will ensure that the appropriate agreements concerning the disclosure of Confidential Information and the transfer of biological and other materials are entered into prior to any disclosure of Confidential Information or transfer of Material by the Network Participants.
- 11.5 The Parties agree that where such Confidential Information is disclosed or material is transferred, it will be substantially in accordance with the form of Confidentiality Agreement (Reciprocal Non-Disclosure) attached hereto and marked as **Appendix C** or the Confidential Information and Material Transfer Agreement attached hereto and marked as **Appendix D**.
- 11.6 When there is a need to transfer Confidential Information or materials from individuals or organizations who are not Network Investigators employed by, or holding an adjunct appointment with Network Members, including transfers to Network Partners or Network Affiliates or other persons or companies, the Network Investigator will contact the Administrative Centre and the Technology Transfer Office of his/her employing Network Member, and the Administrative Centre and the Technology Transfer Office will consult with one another, and draft and arrange for the appropriate execution of a written agreement in the form of Confidentiality Agreement (Reciprocal Non-Disclosure) attached hereto and marked as **Appendix C** or the Confidential Information and Material Transfer Agreement attached hereto and marked as **Appendix D**.

12. PUBLICATIONS

- 12.1 The Parties hereto acknowledge that the results of any research conducted pursuant to the NCE Award may be published at the discretion of the Network Investigator who is directly responsible for the research, and in accordance with the policies of that Network Investigator's employing Network Member and that outlined in the NCE Guidelines.
- 12.2 Network Investigators will not be restricted from presenting at symposia, national, or regional professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, methods and results of research carried out pursuant to this Agreement, except where such publication or presentation would result in the public disclosure of NSIP or Confidential Information. In the event that such proposed publication or presentation would result in the public disclosure of NSIP or Confidential Information, the Network Investigator will nonetheless be permitted to make such publication or presentation provided that:

- 12.2.1 a copy of any proposed publication or presentation is delivered to the Administrative Centre and to the owner(s) of potential NSIP at least 30 days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party; and
- 12.2.2 the Administrative Centre and/or the owner(s) of potential NSIP have not, within 30 days after receipt of said copies, objected in writing to such proposed presentation or proposed publication in accordance with Article 12.3, 12.4. and 12.5 of this Agreement.
- 12.3 The Administrative Centre and/or the owner(s) of potential NSIP may object in writing to a proposed presentation or proposed publication on the grounds that the NSIP it discloses requires protection and/or it conflicts with the confidentiality provisions detailed in Article 11. In such event, the Administrative Centre will promptly consult with the Technology Transfer Office of the Network Investigator's employing Network Member and agree upon a course of action.
- 12.4 Notwithstanding anything else in this Agreement, no publication, presentation, or other public disclosure will be made if it would constitute a breach of the obligations of confidentiality set forth in Article 11. Accordingly, if the Administrative Centre and the Technology Transfer Office of the Network Investigator's employing Network Member agree that the proposed presentation or proposed publication should be delayed on the ground that the Confidential Information it discloses conflicts with the confidentiality provisions set forth in Article 11, the Network Investigator will delay the proposed presentation or proposed publication until such time that the Confidential Information is removed to the satisfaction of the disclosing party/owner(s) of that Confidential Information. In no case will this time be greater than 60 days.
- 12.5 If the Administrative Centre and the Technology Transfer Office of the Network Investigator's employing Network Member agree that the proposed presentation or proposed publication should be delayed on the ground that the NSIP it discloses requires protection, the Network Investigator will delay the proposed presentation or proposed publication for a timeframe no longer than the maximum time allowed under the applicable Network Member policy, and in no case will this time be greater than the earliest time of the following:
- 12.5.1 until some form of NSIP protection has been obtained; or
- 12.5.2 until 6 months have elapsed from the date of disclosure to the Administrative Centre and the owners of potential NSIP regarding the proposed publication or presentation.
- 12.6 Theses. The following provisions apply to student participants involved in the Network Research project under the direction of the Network Investigator(s) (the "**Student Participant**").
- (a) Copyright. The Student Participant's right to copyright ownership will be governed by the policies of his or her Network Member; and

- (b) No Restrictions. The Parties agree that there will be no delay in the defence of a Student Participant's thesis or in a Student Participant's graduation, the whole subject to the terms and conditions of Article 12.5. The Network Member will work with the Network Investigator and the Student Participant to ensure that if the thesis discloses (i) Confidential Information, such Confidential Information is promptly deleted from the thesis, after which the Student Participant may proceed with the defence; or (ii) NSIP which requires protection, obtain some form of NSIP protection promptly to allow the Student Participant to proceed with defence.

12.7 Any theses, publication or presentation must acknowledge the author's participation in the Network and the support of the NCE Program and the Granting Agencies, and must also refer to industrial support where appropriate (subject to written permission to do so where appropriate).

13. RESEARCH CONTRACTS

13.1 The Network agrees to actively promote Network Research through the development of third party sponsored research or service agreements for Network Research at the Network Members. The Network Members hereby agree that, although the nature and level of Network facilitation of specific sponsored research or service agreements will vary on a case-by-case basis, Network participation may include any or all of the following:

13.1.1 finding company sponsor(s) and participant(s);

13.1.2 providing or arranging additional funding;

13.1.3 acting as Agent or representative of the Network Members and/or NSIP owners for the purposes of negotiating sponsored research or service contracts, and/or by providing project and/or contract management, and

13.1.4 acting as prime contractor.

13.2 If the Network acts as agent or representative of the Network Member(s) for the purpose of facilitating sponsored research or service agreements, including acting as Prime Negotiator as detailed under Article 13.6 below, in such Agent or representative relationships, the authority vested in the Network by the Network Member(s) will be agreed-upon between the Network and the Network Member(s) on a case-by-case basis prior to the Network assuming its Agent/representative function.

13.3 The Network Investigators will promptly and fully inform both the Administrative Centre and the Network Member when a research or service agreement involving the Network Investigator is proposed where the subject matter is perceived to intersect with or be derived from Network Research or NSIP, or where a conflict of interest is likely to arise. Prior to negotiations for such agreements commencing, the Network Member(s) and the Network agree to consult with one another to determine their respective roles, and to ensure the preservation of the integrity of the NCE Program and the compliance with the Benefit to Canada provisions contained herein. The

Network has the right to take such action as it deems appropriate, including involuntary withdrawal of a Network Investigator and/or Network Member, to meet the Network's obligations under Network Research, the NCE Program or in law.

13.4 Whenever, under this Article 13, it has been determined that a sponsored research or service agreement involves a Network Investigator and a workplan where the subject matter intersects with or is derived from Network Research or NSIP:

13.4.1 the Network will be recognized in the recital clause of that sponsored agreement; and

13.4.2 the Administrative Centre will endorse such sponsored agreements as an unofficial "read and approved" signatory, unless the sponsor of the agreement disagrees with such endorsement on the ground that it would conflict with confidentiality provisions contained within that sponsored agreement.

13.5 The Network will be included as an official party to and signatory of sponsored research or service agreements when the Network has specific rights and obligations under the terms of the agreement including:

13.5.1 providing or arranging additional funding;

13.5.2 providing project and/or contract management;

13.5.3 providing other services of value including scientific review;

13.5.4 acting as a prime contractor; or

13.5.5 managing NSIP.

13.6 In the event that a sponsored research or service agreement involves multiple Network Investigators performing the research, the Network Member(s) and the Network will assign the primary responsibility for contract negotiation to one party to represent them in contract negotiations (the "**Prime Negotiator**"). In such situations, the Network will be given first and preferential consideration to act as the Prime Negotiator on behalf of the parties. The Prime Negotiator will observe the Network Members policies and NCE policies and actively consult with all parties including the Network Members and the Network when negotiating such agreements.

13.7 In the event that the Network is asked by an Industry Partner, Public Sector Partner, or Network Affiliate to arrange a contractual research or service agreement, all Parties agree that:

13.7.1 The Network will consult with potential Network Members, Network Investigators, and its appropriate Network committees to establish feasibility of such proposed contract research or service.

13.7.2 The Network will have first and preferential consideration to be Prime Negotiator of this contract research or service.

13.7.3 If the Network decides not to be involved in the contract research or service for whatever reason, individual Network Members will be free to enter into agreements with the sponsoring party.

13.8 In the event that the Network provides any of the above services or others deemed as being of value, it will be compensated appropriately for such efforts by the Network Member(s) involved in a manner mutually agreed upon.

14. DISCLAIMER OF WARRANTY

14.1 Each Party acknowledges that any and all research results, including Confidential Information, NSIP and other tangible or intangible materials that it may receive pursuant to this Agreement, are to be used with caution and prudence since all of their characteristics are not known. Each Party further acknowledges that such research results, Confidential Information, NSIP, and other tangible or intangible materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty of any sort, express or implied, and that no Party makes any representation that the use of same will not infringe any patent or other proprietary right. This Article 14 will survive expiration or earlier termination of this Agreement

15. INSURANCE AND INDEMNIFICATION

15.1 The Parties each represent and warrant that they maintain a policy or program of insurance or self-insurance at levels sufficient to fully perform their responsibilities hereunder, and upon request, will provide the requesting Party with evidence of their insurance or self-insurance and will provide the requesting Party 30 days prior written notice of any cancellation in their coverage.

15.2 Each Network Member warrants and represents that it has liability insurance applicable to its Board of Governors, directors, officers, employees, faculty, and students while acting within the scope of their employment by the Network Member. Therefore, subject to Article 15.3, each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents, and where applicable, its faculty and students.

15.3 Each Network Partner agrees to indemnify, hold harmless and defend Network Members, their Board of Governors, officers, employees, faculty, students, invitees, and agents (the "**Indemnified Parties**") against any and all third party demands, claims, suits, proceedings, actions of any nature or kind whatsoever ("**Claims**"), liabilities, damages, judgments, costs, expenses and fees (including reasonable legal expenses and disbursements) ("**Losses**") arising out of the receipt and the use by the Network Partner of NSIP, data and/or other results arising from the performance of the Research Network projects by any Network Member, except to the extent that such Claims arise from (i) failure by the Network Member to comply with any legal

requirements; or (b) any negligent act or willful misconduct of the Indemnified Parties Network Member, its Board of Governors, directors, officers, employees, faculty, students, invitees or agents. This Article 15.3 will survive earlier termination or expiration of this Agreement. For clarity, no Network Partner will be liable for demands, claims, suits, proceedings, or actions arising from a Research Network project that does not directly involve that particular Network Partner.

15.4 No Party shall be liable to the others for any damages for loss of profit, loss of business or special, indirect, incidental, consequential or punitive damages, even of such other Party has been advised of the possibility of such damages.

15.5 In the event that a Network Partner is self-insured, that Network Partner hereby represents and warrants that it maintains a self-insurance program which provides for a sinking fund sufficient to meet aggregate claims of at least \$5 million dollars. Such self-insurance program will provide liability coverage for the Network Partner's indemnification under Article 15.3 of this Agreement.

15.6 The Administrative Centre will procure and maintain, throughout the term of this Agreement, Directors' and Officers' Liability Insurance for the Board. Such policy will be in the amount of \$5 million dollars and the cost of such insurance will be paid from the NCE Funds.

16. CONFLICT OF INTEREST

16.1 The Parties acknowledge that some Parties have conflict of interest policies in place for their employees. All Parties will require that their respective Network Investigators adhere to and abide by the provisions of their Network Member's own internal conflict of interest policies and guidelines including any reporting requirements contained therein. In cases where the Network believes a supplementary document is desirable, the Network may ask Network Investigators to adhere to and abide by the provisions of the document which is attached hereto and marked as **Appendix G** (*NCE Conflict of Interest Policy Framework*), and the Network may refuse to provide NCE or Non-NCE Funds or other Network support to Network Research involving a Network Investigator who refuses to comply with **Appendix G**. To the extent that there may be a discrepancy between these policies, the more stringent requirements will prevail.

17. EQUIPMENT

17.1 The title to equipment purchased with NCE Funds and/or Non-NCE Funds will vest with the Network Member where the equipment is located. However, notwithstanding the foregoing, the Board will retain control of the location and use for Network Research of any equipment costing over \$10,000 and purchased with NCE Funds and/or Non-NCE Funds during the term of this Agreement, and may direct the relocation of such equipment from one Network Member to another for any reason. In such event, the cost of relocation will be borne by the Network, and the Parties will cooperate and execute any documentation that may be reasonably necessary to give effect to the concomitant transfer of ownership to the Network Member receiving the equipment.

17.2 During the term of this Agreement, the Network Investigator(s) who are primary users of equipment purchased with NCE Funds and/or Non-NCE Funds, and the Network Member owning this equipment will keep such equipment in good repair at all times and covered by insurance in accordance with its usual insurance coverage for similar equipment.

17.3 During the term of this Agreement, the Network Investigator(s) who are the primary users of equipment purchased with NCE Funds and/or Non-NCE Funds, and the Network Members owning this equipment agree to provide reasonable access to the equipment for the pursuit of other Network Research projects, and other non-Network research projects, with Network Research having priority access.

18. NOTICES

18.1 Notices under this Agreement shall be given by prepaid post, facsimile or courier. Notices sent by prepaid post shall be deemed received on the fifth business day following dispatch. Notices sent by facsimile or courier shall be deemed received on the business day following dispatch. Notices shall be addressed as follows:

a) if to the Network:

IC-IMPACTS Centres of Excellence
Dr. Nemkumar Banthia
Scientific Director
The University of British Columbia
Room 164, C.K.Choi Building
1855 West Mall
Vancouver, British Columbia
Canada V6T 1Z2
Fax: 604-822-6901

b) If to the Corporation:

IC-IMPACTS Centres of Excellence
Dr. Nemkumar Banthia
Chief Executive Officer
The University of British Columbia
Room 164, C.K.Choi Building
1855 West Mall
Vancouver, British Columbia
Canada V6T 1Z2
Fax: 604-822-6901

c) If to the Network Host:

The University of British Columbia
Angus Livingstone
Managing Director
University-Industry Liaison Office

103-6190 Agronomy Road
Vancouver, British Columbia
V6T 1Z3
Fax: (604) 822-8589

d) if to the Network Member:

as set out in the attached **Annex B.**

e) if to the Network Partner:

as set out in the attached **Annex C.**

19. DISPUTE RESOLUTION

19.1 Consultation/Negotiation. In the event of a controversy or dispute between or among any Parties arising out of or in connection with this Agreement or regarding its interpretation or operation, the disputing Parties agree to use their best efforts to resolve the dispute amicably.

19.2 Mediation. If the Parties are unable to resolve their dispute within 60 days after beginning the consultation/negotiation process, any Party to the dispute may serve written notice on the other Party(s) requiring that they submit the dispute to non-binding mediation. The Parties will mutually agree on a single mediator to mediate the dispute in accordance with mediation procedures suggested by the mediator and agreed to by the Parties. The Parties agree to use best efforts to participate in the mediation process and attempt to resolve their dispute. Each Party will pay its own costs and an equal share of all other costs of the mediation.

19.3 Arbitration. If the mediation fails to resolve the dispute within 60 days following the day the mediator is appointed, or if one Party refuses to cooperate or participate in good faith in the mediation process, any Party to the dispute may serve written notice on the other Parties that the dispute be submitted to binding arbitration in the following manner: (a) the Parties shall mutually agree on a single arbitrator to adjudicate the dispute. If the Parties cannot agree on a single arbitrator within 15 days of receipt of the written notice requiring arbitration, they will each appoint a single arbitrator and those arbitrators will have a further 15 days to select a third person who will serve as chair of the arbitral panel; (c) unless otherwise agreed to by the Parties, the arbitration will be conducted in English and according to the governing law of this Agreement and in accordance with arbitral procedures in place in that jurisdiction; (d) the arbitration will be carried out no later 60 days from appointment of the single arbitrator or chair of the arbitral panel, as the case may be; (e) unless the Parties to the dispute otherwise agree, the arbitration will be held in the City where the Network Host is located; (f) each Party will pay its own costs and an equal share of all other costs of the arbitration; and (g) the award rendered by the arbitration will be final and binding on all Parties and may be entered as an order in any court having jurisdiction. This Article 19.3 will survive earlier termination or expiration of this Agreement.

20. EFFECTIVE DATE, TERM AND TERMINATION

- 20.1 This Agreement will come into force between the Network and each Party upon the date of the Party's date of signature and remain in force for the duration of the NCE Funding Agreement. The Parties may extend this Agreement under mutually agreeable terms and conditions. Said extension will be effective upon signature by all Parties.
- 20.2 Each Party will have the right to terminate their participation in the Research Network project by giving 90 days prior written notice thereof to the other Parties. Obligations concerning Intellectual Property: Ownership, Protection and Licensing; and Confidentiality will survive such termination. Termination by one Party shall not affect the validity or enforceability of this Agreement by the remaining Parties.

21. GENERAL

- 21.1 Nothing in this Agreement will be construed as to create a legal relationship of partnership, agency or employment among any of the Parties. Each Party is an independent contractor and is not authorized or empowered to act as agent for any other Party for any purpose.
- 21.2 No Party hereto may assign, directly or indirectly, any right or obligation arising from this Agreement without the prior written consent of all of the other Parties. This Agreement will ensure to the benefit of and be binding upon the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 21.3 This Agreement, together with all Annexes and Appendices attached hereto, represents the entire agreement among the Parties with respect to the subject matter hereof and replaces all other agreements or understandings among the Parties. No Party will be obligated by any condition or representation other than those expressly stated herein. To the extent that there is any conflict between the provisions of this Agreement and any of the Annexes or Appendices attached hereto, the provisions contained in this Agreement will govern.
- 21.4 This Agreement will be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada as applied therein without regard to its conflicts of laws rules.
- 21.5 The dates and times by which any Party is required to perform any obligation in this Agreement will be postponed automatically to the extent and for the period of time that the Party is prevented from so performing by circumstances beyond its reasonable control and which is not caused by any default or act of commission or omission of such Party and is not avoidable by the exercise of reasonable effort or foresight by such Party.
- 21.6 No failure to enforce any provision of this Agreement will be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature.

Networks of Centres of Excellence
ANNEX B to the NCE FUNDING AGREEMENT
Network Agreement IC-IMPACTS

21.7 This Agreement may be signed in counterpart by the Parties, either through original copies or by facsimile or electronically each of which will be deemed an original and all of which will constitute the same instrument.

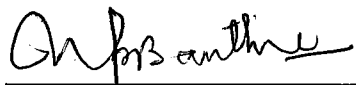
21.8 New Network Members (as approved by the Board) or Network Partners (as approved by the Board) may be added to this Agreement after the original Parties have signed, by agreeing to all the same terms and conditions. The Network will promptly deliver a copy of the signature page signed by each new Network Member and each new Network Partner to all Parties for their records.

21.9 The Parties will consult each other prior to publication when preparing publicity on activities that are the result of Network Research and Network activities. For greater clarity, the only information that can be publicly reported or broadcast by a Party without prior written approval of the Parties are the names of the Parties, Network Host, Network Members, Network Investigators, Network Partners and the title(s) of the Network Research project(s) including the duration and value.

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement on the dates as detailed below, but effective as of ~~April~~ 15, 2013.

MAY

Signed for and on behalf of the **Network** by its duly authorized officer:

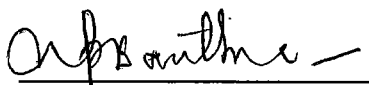


Dr. Nemkumar Banthia, Scientific Director

April 25, 2013

Date

Signed for and on behalf of the **Corporation** by its duly authorized officer:



Dr. Nemkumar Banthia, CEO

April 25, 2013

Date

Signed for and on behalf of **The University of British Columbia** by its duly authorized officer:

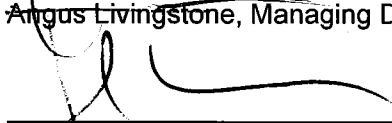


Angus Livingstone, Managing Director

May 14/13

Date

J. P. Heale, PhD, MBA
Associate Director
University-Industry Liaison Office



Dr. John Hepburn, Vice President Research

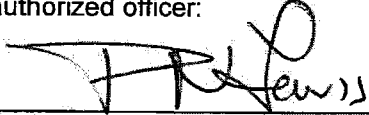
May 14/13

Date



Networks of Centres of Excellence
ANNEX B to the NCE FUNDING AGREEMENT
Network Agreement IC-IMPACTS

Signed for and on behalf of **The Governing Council of The University of Toronto** by its duly authorized officer:



Dr. Peter N. Lewis, Associate Vice President
Research and Innovation Global Research
Partnerships

May 1 / 13
Date

Signed for and on behalf of the **University of Alberta** by its duly authorized officer:

Dr. Lorne Babiuk
Vice-President (Research)

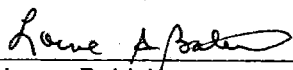
Networks of Centres of Excellence
ANNEX B to the NCE FUNDING AGREEMENT
Network Agreement IC-IMPACTS

Signed for and on behalf of **The Governing Council of The University of Toronto** by its duly authorized officer:

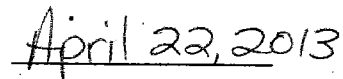
Dr. Peter N. Lewis, Associate Vice President
Research and Innovation Global Research
Partnerships

Date

Signed for and on behalf of the **University of Alberta** by its duly authorized officer:



Dr. Lorne Babiuk
Vice-President (Research)



April 22, 2013

Lorne A. Babiuk, OC, PhD, DSc
Vice-President (Research)

ANNEX B

NETWORK MEMBERS AND THEIR ADDRESSES FOR NOTICES

<p>The Governing Council of The University of Toronto</p> <p>Prof. Peter N. Lewis Associate Vice President, Research and Innovation Global Research Partnerships Vice President Research (VPR) Simcoe Hall, Room 109 27 King's College Circle Toronto, Ontario M5S 1A1 Phone: 416-946-8524 Fax: 416-971-2647 grp.research@utoronto.ca</p>	<p>University of Alberta</p> <p>Asst. Director Partnership & Institutional Projects University of Alberta Research Services Office 222 Campus Tower Edmonton, AB Canada T6G 2E1 Phone: (780) 492-5787 Fax: (780) 492-0949</p>
<p>McMaster University</p> <p>Kathy Charters Executive Director Research Office for Administration, Development & Support (ROADS) McMaster University 1280 Main Street West Hamilton, ON Canada L8K 1Z6 Phone: (905) 525-9140 Fax: (905) 540-8019 Email: chartersk@mcmaster.ca</p>	<p>The Royal Institution for the Advancement of Learning/McGill University</p> <p>Olga Naiberguer Director Grants and Agreements Office of Sponsored Research James Administration Building, 2nd Floor 845 Sherbrooke St. West Montréal, QC H3A 0G4 Phone: 514 398 3996 Fax: 514 398 4853 Email: olga.naiberguer@mcgill.ca</p>
<p>The Research Institute of the McGill University Health Centre</p> <p>Cinzia Raponi, CPA, CMA. Associate General Director, Operations Research Institute McGill University Health Centre 2155 rue Guy, Suite 500 Montréal, Québec H3H 2R9 Tel: (514) 934-1934 poste/ext. 44515 Fax: (514) 934-8270 E-mail : cinzia.raponi@muhc.mcgill.ca</p>	<p>Université Laval</p> <p>Thierry Bourgeois Adjointe au Vice-recteur à la recherche et à la création et directeur du BI2PER Pavillon des sciences de l'éducation Université Laval 2320, rue des Bibliothèques, local 1482 Québec (Québec) G1V 0A6 Courriel : biper@vrr.ulaval.ca Téléphone : (418) 656-2131, poste 13506</p>

*Networks of Centres of Excellence
ANNEX B to the NCE FUNDING AGREEMENT
Network Agreement IC-IMPACTS*

CONCORDIA UNIVERSITY Ms. Shelley Sitahal Director, Research Partnerships and Innovation Office of Research Concordia University 1455 de Maisonneuve Blvd West, GM 910 Montréal, QC H3G 1M8 Tel: (514) 848-2424 ext: 4874 Email: shelley.sitahal@concordia.ca	University of Victoria Rachael Scarth Associate Vice-President Research Operations Office of Research Services 3800 Finnerty Rd (Ring Rd) Victoria, BC V8P 5C2 Phone: (250) 472-4362 Fax: (250) 721-8960
University of Guelph Office of Research Services Katie Meyer-Beck Contracts Manager University of Guelph Office of Research Room 437, University Centre Guelph, Ontario N1G 2W1 Phone: (519) 824-4120 ext. 53429 Fax: (250) 721-8960Katie Meyer-Beck Email: resserv@uoguelph.ca	Centre Hospitalier de l'Université de Montréal (CHUM) Vincent Poitout Acting Director CRCHUM – Viger Tower 900 St. Denis St., Suite R05.406 Montréal, Québec H2X 0A9 Tel : (514) 890-8044 Email: Vincent.poitout@umontreal.ca

Appendix C to the NCE Network Agreement

Confidentiality Agreement (Reciprocal Non-Disclosure)

This Agreement made as of the _____ day of _____, 20__.

BETWEEN:

_____ ("Disclosing Party")

AND:

_____ ("Receiving Party")

WHEREAS:

A. Each party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and

B. Each party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the confidentiality of all such information so disclosed is maintained as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein set forth, the parties hereto have covenanted and agreed as follows:

1. Information covered by this Agreement must be identified as Confidential

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Disclosing Party to the Receiving Party relating to financial and/or commercial information, and/or relating to research projects or technologies developed by members of NCE Program or _____ University or _____ Company or any combination of NCE Program, _____ University or _____ Company inclusive of:

- a) _____,
- b) _____,
- c) _____,
- d) _____, and
- e) _____,

all of the above which include, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers, or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing Party must summarize it in writing within fifteen (15) days of making the disclosure.

2. Specified use of Confidential Information

The Receiving Party shall not, without the Disclosing Party's prior written consent, use the Disclosing Party's Information, directly or indirectly, for any purpose other than:

Without limiting the generality of the foregoing, the Receiving Party shall not use, manufacture, or sell the Disclosing Party's Information or any device or means incorporating any of the Disclosing Party's Information, and shall not use any of the Disclosing Party's Information as the basis for the design or creation of any device or means.

3. Permitted exceptions to the obligation to keep information confidential

The Receiving Party shall keep and use all of the Disclosing Party's Information in confidence and shall not, without the Disclosing Party's prior written consent, disclose any part of the Disclosing Party's Information to any person, firm, corporation, or other entity unless and until that part of the Disclosing Party's Information:

- a) Is made subject to an order by judicial or administrative process requiring the Receiving Party to disclose any or all of the Disclosing Party's Information, provided however that the Receiving Party shall promptly notify the Disclosing Party and allow the Disclosing Party reasonable time to oppose such process before disclosing any of the Disclosing Party's Information;
- b) Is published or becomes available to the general public other than through a breach of this Agreement;
- c) Is obtained by the Receiving Party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Disclosing Party;
- d) Is independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of, or access to, the Disclosing Party's Information as evidenced by the Receiving Party's business records; or
- e) Was possessed by the Receiving Party prior to receipt from the Disclosing Party, other than through prior disclosure by the Disclosing Party, as evidenced by the Receiving Party's business records.

4. Agreement does not create a license or contract

The Receiving Party acknowledges and agrees that any and all disclosures of the Disclosing Party's Information pursuant to this Agreement are on a non-exclusive basis and that the Disclosing Party is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create, any license to the Receiving Party or any obligation on either party to enter into a license or other agreement with respect to the Information. Furthermore, nothing contained herein shall be deemed or construed to create between the parties hereto an agency relationship, partnership or joint venture. Neither party shall be liable for any act, omission, representation, obligation, or debt of the other party, even if informed of such act, omission, representation, obligation or debt.

5. No warranty given by Disclosing Party

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall in no event be liable for any loss of profits, be they direct, consequential, incidental or special, or other similar or like damages arising from any defect, error or failure to perform with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.

6. Receiving Party's indemnifies Disclosing Party

The Receiving Party hereby indemnifies, holds harmless and defends the Disclosing Party, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise. In the event that the Receiving Party is prohibited by law from granting the indemnity contemplated herein, the

Networks of Centres of Excellence
ANNEX B to the NCE FUNDING AGREEMENT
NCE Network Agreement IC-IMPACTS

Receiving Party shall carry insurance in an amount of no less than \$1,000,000 and which shall provide coverage to the Disclosing Party, its Board of Governors, directors, officers, employees,

faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise.

7. No transfer of rights and duties under this Agreement

Neither party shall assign, transfer, mortgage, charge or otherwise dispose of any or all of its rights, duties or obligations granted to it under this Agreement without the prior written consent of the other.

8. Term of this Agreement and return of all copies of information

This Agreement will be deemed to have come into force on the earlier date of the first date above written or the date when Information was transferred under this Agreement regardless of the date of execution, and shall be read and construed accordingly. This Agreement shall terminate on the expiration of a term of five (5) years after this Agreement comes into force unless earlier terminated by the mutual agreement in writing executed by duly authorized signatories of the parties. Forthwith upon the termination of this Agreement, the Receiving Party shall cease to use the Disclosing Party's Information in any manner whatsoever and upon the written request of the Disclosing Party shall forthwith deliver up to the Disclosing Party all of the Disclosing Party's Information, together with all full or partial copies thereof as shall then be in the Receiving Party's possession or control, except that the Receiving Party may retain one complete record copy of said Information for archival purposes to assure compliance with this Agreement. Notwithstanding any termination or expiration of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Receiving Party, its successors and assigns for the full term set forth above.

9. Applicable laws

This Agreement shall be governed by and construed in accordance with the laws of the <Province of the Network Member> and the laws of Canada in force therein without regard to its conflict of law rules.

10. Arbitration

In the event of any dispute arising between the parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of *Article 9* of the <network> Network Agreement.

11. Notices

All notices or other documents that either of the parties hereto are required or may desire to deliver to the other party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address for such party set forth above or at such other address as that party may hereinafter designate in writing to the other.

12. Miscellaneous Provisions

No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenants, provisos, or conditions of this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance so as to defeat in any way the rights of such party in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing.

This Agreement may be executed in counterpart, each such counterpart when taken as a whole with the other executed counterparts, constituting an original Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

Signed for and on behalf of < _____ > by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of < _____ >

> by its duly authorized officer:

Name and Title

Date

I, <Network Investigator>, <of the University> hereby acknowledge that I have read and understood the provisions of this agreement.

Name and Title

Date

APPENDIX D to the NCE Network Agreement

Confidential Information and Material Transfer Agreement

BETWEEN:

<University Name>, a corporation continued under the _____ Act of _____,
and having offices at _____,
Attention: Industry Liaison Office, Telephone: () _____, Fax: ()
_____ ("_____")

AND:

<COMPANY>, a corporation having its head office at _____,
Attention: Name and Title, Telephone: () _____, Fax: ()
_____ ("_____")

AND:

« Network », Attention: Name, Telephone: () _____,
Fax: () _____

AND:

«Network Investigator», Attention: Telephone: () _____,
Fax: () _____

WHEREAS:

A. Each party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and

B. Each party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the Receiving Party maintains the confidentiality of all such materials and information and uses same only for the purposes as hereinafter provided.

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants herein set forth, the parties hereto have covenanted and agreed as follows:

1. Confidential Information and permitted exceptions

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Provider to the Recipient relating to the Materials hereinafter defined or related to the project entitled

“

_____”

including, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing party must summarize it in writing within fifteen (15) days of making the disclosure.

This Agreement does not apply to Information that:

- (a) is made subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the Information provided, however, that the Recipient shall promptly notify the Provider and allow the Provider reasonable time to oppose such process before disclosing any of the Information;
- (b) is published or becomes available to the general public other than through a breach of this Agreement;
- (c) is obtained by the Recipient from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Provider;
- (d) is independently developed by employees, agents or consultants of the Recipient who had no knowledge of, or access to, the Provider's Information as evidenced by the Recipient's business records; or
- (e) was possessed by the Recipient prior to receipt from the Provider, other than through prior disclosure by the Provider, as evidenced by the Recipient's business records.

2. Definition of Materials

In this Agreement, "Materials" shall mean any and all cell lines, vectors, plasmids, clones, micro-organisms, antibodies, antigens, biologies, test plates, reagents, chemicals, compounds, physical samples, models, and specimens delivered by the Provider to the Recipient, as well as any and all progeny and derivatives thereof. Without limiting the generality of the foregoing, Materials shall include the following:

(a) _____ (description, quantity and concentration)

(b) _____

3. Provider retains ownership of Information and Materials

This agreement and the resulting transfer of Information and Material constitutes a bailment and grants the Recipient a license to use the Material owned by Provider as provided herein. The parties hereby acknowledge and agree that the Provider owns any and all rights, title and interest in and to the Information and Materials.

4. Permitted use by Recipient of Information and Materials

The Recipient shall not, without the Provider's prior written consent, use the Information or the Materials, directly or indirectly, for any purpose other than for the following experiments:

(a) _____; and

(b) _____

Without limiting the generality of the foregoing, the Recipient shall not commercially use, manufacture, or sell the Information or the Materials or any device or means incorporating any of the Information or the Materials, and shall not use any of the Information or the Materials as the basis for the design or creation of any device or means.

5. Restrictions on use of Information and Materials

Notwithstanding anything else in this Agreement, the Recipient shall not apply, directly or indirectly, any of the Information or the Materials to any human use **without appropriate Institutional Approvals**. Without limiting the generality of the foregoing, the Recipient shall not utilise any of the Information or the Materials for any human research, treatment, or diagnosis, but the Recipient may conduct pre-clinical evaluation of the Information and the Materials.

6. Disclosure requires prior written consent

The Recipient shall keep and use all of the Information and the Materials in strictest confidence and shall not, without the Provider's prior written consent, disclose any part of the Information or provide any part of the Materials to any person, firm, corporation, or other entity regardless of any affiliation or relationship with the Recipient.

7. Any disclosure to be under equivalent or greater obligation of confidentiality

The Recipient agrees that it has and shall maintain an appropriate internal program limiting the Internal distribution of the Information and the Materials to those of its officers, servants, or agents who require said Information and Materials so that the Recipient may use them for the purpose set forth in *Article 4*. Notwithstanding *Article 6*, the Recipient may disclose the Information but may not provide the Materials to third-party consultants, but such disclosure of Information shall only be permitted to the extent that said third-party consultants require access

to the Information in order to enable the Recipient to carry out the purpose set forth in *Article 4*. The Recipient covenants and agrees that before making any Materials or Information available to said officers, servants, agents, or third-party consultants, it shall ensure they are under written obligations of confidentiality which are equivalent to or greater than those set forth in this Agreement.

8. No license or other agreement created by this Agreement

The Recipient acknowledges and agrees that any and all disclosures of Information and provisions of Materials pursuant to this Agreement are on a non-exclusive basis and that the Provider is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create; a license to the Recipient except as set forth in *Article 4*, or any obligation on either party to enter into a license or other agreement with respect to the Information or the Materials. Furthermore, nothing contained herein shall be deemed or construed to create between the parties an agency relationship, partnership or joint venture. Neither party shall be liable for any act, omission, representation, obligation or debt of the other party, even if informed of such act, omission, representation, obligation or debt.

9. No warranty given by Disclosing Party

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.

10. Recipient holds harmless and will defend Provider against claims from its use

The Recipient hereby indemnifies, holds harmless and defends the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howsoever the same may arise. The Recipient shall procure and maintain public liability insurance in reasonable amounts with a reputable and secure insurance carrier. In the event that the Recipient is prohibited by law from granting the indemnity contemplated herein, in addition to the public liability insurance contemplated hereunder, the Recipient shall also carry insurance in an amount of no less than \$1,000,000 which shall provide coverage to the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howsoever the same may arise.

11. No assignment of rights

The Recipient shall not assign, transfer, mortgage, charge or otherwise dispose of any or all of the rights, duties or obligations granted to it under this Agreement without the prior written consent of the Provider.

12. Term of this Agreement

This Agreement shall take effect on the earlier date of or the date first written above or the date that Information or Materials is transferred under this Agreement regardless of the date of execution, and shall remain in full force and effect for a period of three (3) years after this Agreement comes into force unless earlier terminated by any party with sixty (60) days written notice, or unless earlier terminated by mutual written agreement executed by all parties. Notwithstanding any early termination of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Recipient, its successors and assigns for _____ () years from the date first above written. Forthwith upon the termination of this Agreement, the Recipient shall cease to use the Information or the Materials in any manner whatsoever and, upon written request by the Provider, the Recipient shall deliver up to the Provider all of the Information and Materials in its possession or control, together with a certificate certifying that no copies or progeny or derivatives, as the case may be, have been made or retained, or that one copy of the Information and one set of the Materials have been retained for the sole purpose of ensuring compliance with the ongoing obligations created in this Agreement.

13. Applicable law

This Agreement shall be governed by and construed in accordance with the laws of the <Province of the Participating Institution> and the laws of Canada in force therein without regard to its conflict of law rules.

14. Arbitration in case of disagreement

In the event of any dispute arising between the parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of *Article 9* of the <network> Network Agreement.

15. Notices

All notices or other documents that either of the parties hereto are required or may desire to deliver to the other party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address for such party set forth above or at such other address as that party may hereinafter designate in writing to the other.

16. This Agreement comprises entire understanding between parties

This Agreement sets forth the entire understanding between the parties and no modifications hereof shall be binding unless executed in writing by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

Signed for and on behalf of **<UNIVERSITY>** by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of **<COMPANY>** by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of **<Network>** by its duly authorized officer:

Name and Title

Date

Read and Approved by **<Network Investigator>**, **<University>**

Name and Title

Date

APPENDIX E
REPORTING AND FINANCIAL MANAGEMENT GUIDELINES

WEBSITE:

http://www.nserc-crsng.gc.ca/Professors-Professeurs/FinancialAdminGuide-GuideAdminFinancier/index_eng.asp

APPENDIX F
BENEFIT TO CANADA WORKING GUIDELINES

WEBSITE:

http://www.nce-rce.gc.ca/ReportsPublications-RapportsPublications/NCE-RCE/ProgramGuide-GuideProgramme_eng.asp

APPENDIX G
NCE CONFLICT OF INTEREST POLICY FRAMEWORK

WEBSITE:

http://www.nce-rce.gc.ca/ReportsPublications-RapportsPublications/NCE-RCE/ProgramGuide-GuideProgramme_eng.asp