

INDUSTRY INNOVATION PARTNERSHIP PROGRAM AGREEMENT

MULTIPLE SCPS

This Agreement is made between _____ (“**Innovator**”), _____ (“insert short form of name”), _____ (“insert short form of name”) and _____ (“insert short form of name”) (●, ● and ● are each a “**Seniors’ Care Partner**” and are collectively referred to herein as the “**Seniors’ Care Partners**”), and Baycrest Centre for Geriatric Care, operating as the Centre for Aging & Brain Health Innovation (“**CABHI**”), each herein individually referred to as a “**Party**” and collectively the “**Parties**”.

BACKGROUND:

1. The Parties wish to engage in the project entitled: [Insert Project Title] as described in the Project Charter.
2. CABHI is an aging and brain health innovation hub working to advance the public interest, including by testing new innovations and supporting collaborations between leading seniors’ care organizations and innovators and publicly disseminating the results of that testing.
3. The Seniors’ Care Partners are leading seniors’ care organizations with the expertise and experience to carry out their respective obligations in respect of the Project.
4. Innovator is [insert brief description].
5. Innovator and CABHI (and Seniors’ Care Partners, if applicable), are willing to make the Contributions described in the Project Charter to support the Project and the testing by the Seniors’ Care Partners of Innovator’s [insert description of the product or service being tested] (the “Product”) subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, recognizing the foregoing recitals and in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule “A”.
2. **General Terms.** The general terms that apply to and form part of this Agreement are attached as Schedule “B”.
3. **Schedules.** The following schedules are attached to and form an integral part of this Agreement:

Schedule “A” - Definitions

Schedule “B” - General Terms

Schedule “C” - Additional Terms re Innovator

Schedule “D” - Additional Terms re Seniors’ Care Partners and CABHI

Schedule “E” – Project Charter

Schedule “F” - Intellectual Property Term Sheet

4. **Project.** The Parties agree that the Project shall be performed in accordance with this Agreement.
5. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Start Date and continue until the End Date. Any extension of the Term shall require the approval of all Parties.
6. **Right to Terminate/Exit.**
 - (a) Following the provision of notice to all Parties and a thirty (30) day period in which to cure, this Agreement may be terminated by the Party indicated below in the event it determines that:

Circumstance	Party with Right to Terminate	
	CABHI	Innovator
(a) the Project will likely not be completed on schedule or on budget	✓	
(b) interim results are unsatisfactory and demonstrate low likelihood of achieving anticipated outcomes	✓	
(c) one or more Milestones cannot be met or has not been met within the timeframe set out in the Project Charter	✓	✓
(d) the conclusion reached by CABHI through a Project review process organized by CABHI under Section 9(c) is that the overall goals of the Project will likely not be met	✓	
(e) Innovator has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement	✓	
(f) CABHI has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement		✓

Circumstance	Party with Right to Terminate	
	CABHI	Innovator
(g) Seniors' Care Partner has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement	✓	
(h) another Party has defaulted on any other of its obligations under this Agreement, including failing to provide the required reporting and cooperation	✓	✓
(i) any necessary ethics committee or other necessary approvals for the Project are not received, not forthcoming within a reasonable period of time, or are rescinded	✓	✓
(j) this Agreement jeopardizes the current tax status of the Party under the <i>Income Tax Act</i> (Canada)	✓	
(k) in its discretion acting reasonably, termination is required to protect the health, safety or welfare of the patients, clients or employees involved in the Project. CABHI may terminate in this instance upon notice to the other Parties, without any cure period, if it considers it necessary to protect such patients, clients or employees.	✓	

- (b) Following the provision of notice to all Parties and a thirty (30) day period in which to cure, a Seniors' Care Partner may exit from the Project (and thereby cease to be a Party to this Agreement) in the event that it determines that:
- (i) CABHI has defaulted on its obligation to make any Contribution to such Seniors' Care Partner at the time and in the manner required under this Agreement;
 - (ii) any necessary ethics committee or other necessary approvals for the Project to be carried out by such Seniors' Care Partner are not received, not forthcoming within a reasonable period of time, or are rescinded, provided that Seniors' Care Partner has used all commercially reasonable efforts to obtain same;
 - (iii) this Agreement jeopardizes the current tax status of such Seniors' Care Partner under the *Income Tax Act* (Canada); or

- (iv) in its discretion acting reasonably, termination is required to protect the health, safety or welfare of its patients, clients or employees.

CABHI shall have the right to recover from any Seniors' Care Partner that exits the Agreement, an amount equal to all unspent Cash Contributions made by CABHI to such Seniors' Care Partner under this Agreement.

7. Consequences of Termination.

- (a) Notwithstanding the termination of this Agreement, CABHI shall have the right to recover from the Seniors' Care Partners an amount equal to all unspent Cash Contributions made by CABHI under this Agreement.
- (b) On termination of this Agreement:
 - (i) all further Contributions under this Agreement by CABHI shall cease; and
 - (ii) the Seniors' Care Partners and CABHI shall return to Innovator, at Innovator's expense, any personal property licensed to them for the Project and any Products in their possession.

8. Contributions and Eligible Expenses.

- (a) The Parties shall make the Contributions toward the Project as set out in the Project Charter.
- (b) All Contributions to be made by Innovator will be made to CABHI. In addition, Innovator shall pay the Administrative Fee to CABHI in accordance with the timelines set out in the Project Charter. CABHI will make the Contributions to each of the Seniors' Care Partners in accordance with Schedule "D" and the timelines set out in the Project Charter.
- (c) Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that all Contributions to be made by CABHI, and CABHI's obligations to make such Contributions, are entirely conditional on CABHI receiving sufficient allocated government funding to enable it to make payment of any financial components thereof, and that CABHI may terminate such obligations, in whole or in part, at any time by giving written notice to the other Parties should CABHI not receive or possess funds sufficient for such purposes. Further, CABHI shall have the right to retain or withhold any portion of Contributions otherwise payable pending receipt of interim or final deliverables and/or reports due in respect of the Project.
- (d) The Seniors' Care Partners shall use the Contributions they receive from CABHI only for the Project, and only for eligible Project expenses in accordance with CABHI's then current published eligible expense guidelines for the Industry Innovation Partnership Program.

- (e) Any overpayment to a Seniors' Care Partner or disallowed expenditure of a Seniors' Care Partner shall be repayable to CABHI. CABHI may deduct the said amount from any subsequent Contributions under this Agreement. If no further Contributions remain to be made, or the said amount is determined after the termination or expiration of this Agreement, such Seniors' Care Partner shall repay the amount within thirty (30) days of written notice from CABHI.
- (f) If, at any time, in CABHI's opinion, a Seniors' Care Partner has not spent a significant portion of the Contributions provided by CABHI up to that date, the Parties agree to meet and discuss the Project and its timelines, and, CABHI may, in its sole discretion, modify the timing of the payment of future Contributions to such Seniors' Care Partner.

9. **Reviews and Reporting.**

- (a) The Seniors' Care Partners and Innovator, as applicable, shall provide the reports and other documentation described in the Project Charter, in such form and with such content as specified by CABHI in writing from time to time. The Seniors' Care Partners and Innovator also agree to complete annual surveys for CABHI, relating to the Project and its impact and progress, for a period of five (5) years following completion of the Term.
- (b) The Seniors' Care Partners and Innovator agree to cooperate with CABHI in the collection of key performance indicators described in the Project Charter, both during the Term and for a period of five (5) years thereafter, which metrics shall be used by CABHI to evaluate the success of its programs and may be reported to the Government of Ontario and the Government of Canada respectively.
- (c) CABHI shall, on reasonable notice, have the right to conduct reviews of the Project including on-site inspections and/or audits of the records kept in accordance with Section 13 of Schedule "B". The Seniors' Care Partners and Innovator agree to cooperate with CABHI and provide CABHI with reasonably necessary documents and reports in connection therewith.

Subject to Schedule "F", CABHI shall have the right to make the results and methods of the Project public, and to disseminate such results and methods in a manner it determines appropriate. The Seniors' Care Partners and Innovator agree to cooperate with CABHI and provide CABHI with reasonably necessary documents and reports in connection therewith. CABHI's dissemination of the results and methods would be of a general nature. CABHI does not intend to publish the Project details in academic peer reviewed journals or present the Project details at academic conferences.

10. **Indemnity.** Each Party will severally indemnify and save harmless all other Parties including their respective officers, directors, members, employees, volunteers, students and agents from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries (including death) to persons or property, caused by: (A) any default or breach by the indemnifying Party of any of its obligations, representations or warranties

under this Agreement; and (B) the willful or negligent act or omission of the indemnifying Party or its officers, directors, members, employees, volunteers, students and agents in the performance of, or arising out of, this Agreement or the Project.

11. **Limitation of Liability.** Notwithstanding any other term of this Agreement, no Party shall be liable to the other Parties for loss of business or profit or for any special, indirect, punitive or consequential loss or damage, regardless of whether such loss or damage arises under contract, tort, or based upon strict liability or other theory of law or equity, where such loss or damage arose in connection with the Project. In no event shall CABHI's liability for damages arising out of the Project or under this Agreement exceed the total dollar value of the Contributions that CABHI is required hereunder to make to the Project. Seniors' Care Partners and CABHI warrant that the Testing Services shall be performed with reasonable care in a diligent and competent manner. Seniors' Care Partners and CABHI's sole obligation shall be for Seniors' Care Partners to correct the non-conformance with this warranty, provided that Innovator gives Seniors' Care Partners and CABHI written notice within thirty (30) business days after becoming aware of such non-conformance. This warranty is Seniors' Care Partners and CABHI's only warranty concerning the Testing Services and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, or otherwise.
12. **Intellectual Property.** Innovator represents and warrants that it has the right to use the Background Intellectual Property required for the Project, and to use and commercialize any Intellectual Property arising out of the Project. Except as expressly provided in the Agreement, CABHI makes no claims and has no rights with respect to Innovator's Intellectual Property in the Product. This representation and warranty does not apply to any co-development contemplated by Schedule F, Section 4(b)(iii).
13. **Access to Final Product.** Innovator agrees to make the Products used in the Project available to the Seniors' Care Partners at the end of the Term, at a reduced rate below Fair Market Value, to be negotiated by Seniors' Care Partners and Innovator. Innovator also agrees that if and when the Product is commercialized, Innovator will make it available to the Seniors' Care Partners at a reduced rate below Fair Market Value, to be negotiated by the Seniors' Care Partners and the Innovator.
14. **Insurance.** Each of the Seniors' Care Partners shall obtain and maintain, at their own expense, comprehensive general liability insurance of not less than five million Canadian dollars (CAD \$5,000,000.00) per occurrence, professional liability insurance of not less than five million Canadian dollars (CAD \$5,000,000.00) per occurrence and any other insurance as the circumstances warrant that a prudent person would deem necessary to cover any liabilities that may arise under this Agreement. The Innovator shall obtain and maintain, at their own expense, comprehensive general liability insurance of not less than five million Canadian dollars (CAD \$5,000,000.00) per occurrence and any other insurance as the circumstances warrant that a prudent person would deem necessary to cover any liabilities that may arise under this Agreement. Each such insurance policy or policies shall be written by responsible and recognized insurers qualified to do business in the jurisdiction or jurisdictions in which the Party is located and shall name the other Parties as additional insureds. Innovator and the Seniors' Care Partners shall provide certificates

of insurances to the other Parties as evidence of such coverage, if requested by CABHI or any other Party. The general liability insurance policy shall include a cross liability clause, contractual liability coverage and a 30 day written notice period for cancellation, termination or material change. **[NTD: Amounts will be in USD for US Seniors' Care Partners]**

15. **Compliance with a Party's Internal Policies While On Site.** Each Party and its personnel will, when using or accessing the premises, facilities or systems of another Party, comply with all policies and regulations applicable to such premises, facilities and systems, of which such Party is made aware. Unless otherwise agreed in writing, each Party will conduct, at its own expense, all screenings of its personnel reasonably required by another Party from time to time, including security checks and immunizations, and will provide evidence of same upon the request of such other Party.
16. **Personal Information and Personal Health Information.** In the course of the Project, a Party may have access to, or may obtain, personal information, including personal health information. Each Party agrees to comply with any applicable data privacy or data protection legislation regarding the collection, use and disclosure of any such information. The Project Charter will set out any additional privacy protections or obligations.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. For all purposes of this Agreement and all other documents contemplated hereby, the signature of any Party, evidenced by a telecopy showing such signature or other electronically transmitted version of such signature (including by way of PDF), shall constitute conclusive proof for all purposes of the signature of such Party to such document, to the same extent and in all respects as a copy of such document showing the original signature of such Party.

IN WITNESS WHEREOF the Parties have duly executed this Agreement the _____ day of _____, 20____.

**BAYCREST CENTRE FOR GERIATRIC
CARE, operating as CENTRE FOR AGING
& BRAIN HEALTH INNOVATION**

By: _____
Name:
Title:
I have the authority to bind the Corporation.

By: _____
Name:
Title:
I have the authority to bind the Corporation.

[Insert Legal Name of Innovator]

By: _____
Name:
Title:
I have the authority to bind the Corporation.

[Insert Legal Name of Seniors' Care Partner]

By: _____
Name:
Title:
I have the authority to bind the Corporation.

[Insert Legal Name of Seniors' Care Partner]

By: _____
Name:
Title:
I have the authority to bind the Corporation.

[Insert Legal Name of Seniors' Care Partner]

By: _____
Name:
Title:
I have the authority to bind the Corporation.

SCHEDULE “A” DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following respective meanings:

“**Administrative Fee**” means the fee payable to CABHI by the Innovator with respect to the Project as set out in the Project Charter.

“**Agreement**” means the agreement to which this Schedule is attached and includes all schedules attached thereto, which Schedules form an integral part of this Agreement.

“**Applicable Law**” means all laws, statutes, regulations, treaties, judgments, rules, decrees and by laws enacted or adopted by a government authority as well as all policies, practices, guidelines, authorizations, and directives of any government authority or body, whether or not having the force of law, that are applicable to this Agreement or the Project, or any portion thereof.

“**Background IP**” has the meaning given to this term in Schedule “F”.

“**Business Day**” means any day other than a Saturday, a Sunday or a statutory or civic holiday observed in Toronto, Ontario or in the city in which any Party is located, as indicated in Section 9 of Schedule “B”.

“**Cash Contribution**” refers to a payment in cash, which payment shall be in Canadian currency.

“**CABHI**” has the meaning given to this term on page 1 of the main body of this Agreement.

“**CABHI Payment Schedule**” has the meaning given to this term in the Project Charter.

“**Confidential Information**” means all documents, information and data, in whatever media or form, whether written or oral, of a Party that is disclosed to another Party under this Agreement or in connection with the Project and arrangements contemplated hereby.

“**Contribution**” is an amount contributed by a Party with respect to the Project, whether in the form of a Cash Contribution, In-Kind Contribution or a combination of the two. For greater certainty, where a Contribution is described as being made by Innovator to CABHI or by CABHI to a Seniors’ Care Partner, such Contribution is a fee for testing services.

“**End Date**” has the meaning given to this term in the Project Charter.

“**Fair Market Value**” means, in respect of property or a service, the amount that an arm’s-length party would have paid to the provider in Canadian currency to receive same.

“**Final Project Report**” has the meaning given to this term in Schedule “F”.

“Foreground IP” has the meaning given to this term in Schedule “F”.

“GAAP” means Generally Accepted Accounting Principles for financial reporting in Canada as most recently recommended and approved by the Canadian Institute of Chartered Accountants, or its successor, in its handbook.

“Improvements” has the meaning given to this term in Schedule “F”.

“In-Kind Contribution” means a non-monetary contribution that reduces the cash requirement of the Project. The value of each In-Kind Contribution to the Project is its Fair Market Value.

“Intellectual Property” has the meaning given to this term in Schedule “F”.

“Innovator” has the meaning given to this term on the first page of the main body of this Agreement.

“Innovator Payment Schedule” has the meaning given to this term in the Project Charter.

“Milestones” means the objectives to be achieved during the course of, and upon completion of, the Project which are set out in the Project Charter.

“Product” has the meaning given to it on page 1 of the main body of this Agreement.

“Project” means the project or initiative described in the Project Charter.

“Project Charter” means the document attached as Schedule “E”.

“Project Duration Period” means the period of time between the Start Date and the End Date.

“Sales Taxes” means any value-added, sales, use, consumption, multi-staged, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges.

“Schedules” means the schedules identified in Section 3 of the main body of this Agreement attached to and/or delivered with this Agreement.

“Seniors’ Care Partner” and “Seniors Care Partners” have the meanings given to these terms on page 1 of the main body of this Agreement.

“Start Date” has the meaning given to this term in the Project Charter.

“Supplied Employee” has the meaning given to this term in Section 3 of Schedule “C”.

“Testing Services” has the meaning given to this term in Section 1 of Schedule “D”.

“Term” has the meaning given to this term in Section 5 of the main body of this Agreement.

SCHEDULE “B” GENERAL TERMS

1. **Interpretation.** The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or Section or other portion hereof. Unless otherwise specifically provided, references to Articles, Sections and Schedules are to articles and sections of, and schedules to, the main body of this Agreement. Words importing the singular number include the plural and vice versa and words in one gender shall include all genders. The term “including” means “including, without limitation” and shall not be construed to limit any preceding general statement to the specific items or matters immediately following it.
2. **Obligations upon Termination.** Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement shall cease except any other provision of this Agreement that expressly or by its nature is intended to survive termination, including Sections 7, 8, 9, 10, 11, 13 and 16 of the main body of this Agreement, these General Terms and Schedule “F”. For further clarity, Sections 9 and 13 of the main body of this Agreement will not survive in the event of a termination by CABHI or all of the Seniors Care Partners prior to the end of the Term of the Agreement. **[NTD: Double check before finalizing]**
3. **No Waiver.** Except as otherwise expressly provided herein, the failure of a Party to exercise its rights herein upon the occurrence of any breach by another Party of its obligations will not in any event constitute a waiver of such rights.
4. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided, however, that CABHI may assign this Agreement to a subsidiary (as that term is defined in the *Not-for-Profit Corporations Act* (Ontario)) upon written notice to the other Parties. This Agreement and everything herein contained will inure to the benefit of and be binding upon each of the Parties and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
5. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein, without recourse to their rules on conflicts of laws. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions related to this Agreement and the Parties hereby attorn to the jurisdiction of those courts.
6. **Relationship.** The Parties’ relationship under this Agreement is one of independent contractors and the Parties are not, will not be considered to be, and will not represent themselves to be, joint venturers, partners or agents of each other.

7. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
8. **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.
9. **Notice.** All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by mail or e-mailed or faxed to the respective addresses of the Parties as follows:

to Centre for Aging & Brain Health Innovation
3560 Bathurst Street
Toronto, ON M6A 2E1

Attention: Ryan A. Webster, Director of Finance & Operations
E-mail: RWebster@baycrest.org

to [Insert Legal Name of Innovator]
[Address]

Attention:
E-mail:

to [Insert Legal Name of Seniors' Care Partner]
[Address]

Attention:
Email:

to [Insert Legal Name of Seniors' Care Partner]
[Address]

Attention:
Email:

to [Insert Legal Name of Seniors' Care Partner]
[Address]

Attention:
Email:

Any notice given by mail shall be deemed to have been received by the Parties to whom the same is addressed on the fifth (5th) Business Day following the day upon which such notice has been deposited in a post office with postage prepaid. Any notice delivered personally or given by e-mail or by fax shall be deemed to have been received by the Parties to whom such notice is so delivered on the following Business Day. Any Party

may change its address for notice at any time by delivering notice to that effect to the other Parties.

10. **Confidentiality.**

- (a) A Party may disclose Confidential Information to other Parties to advance the completion and the performance of their obligations under this Agreement. Each Party agrees that such information will be safeguarded and only disclosed to persons with a need to know it within the receiving Party, or to its professional advisors or subcontractors who are bound by non-disclosure obligations at least as protective of the disclosing Party's interests as those contained within this Agreement. All Parties will take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties, and shall use at least the same care as it takes to prevent the unauthorized disclosure of its own Confidential Information. Additional obligations regarding confidentiality may be set out in the research ethics board protocol for the Project (where applicable).
- (b) The obligation to keep Confidential Information confidential will not apply to information which:
 - (i) is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it is already known;
 - (ii) is or becomes part of the public domain other than as a result of a breach of this Agreement by the Party seeking to rely on this exclusion;
 - (iii) is obtained from a third party, so long as such third party is not, at the time of such disclosure, bound by a confidentiality agreement or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation;
 - (iv) is authorized for release by the disclosing Party;
 - (v) is required to be disclosed by law or order of a court, governmental tribunal or governmental agency, but the Party subject to such requirement will promptly notify the disclosing Party and give the disclosing Party a reasonable opportunity to seek a confidentiality order or the like;
 - (vi) in the case of CABHI, CABHI discloses to its funders, being the Government of Ontario and Government of Canada (or any of their Ministries or representatives); or
 - (vii) is contained in any of the reports or surveys to be delivered to CABHI pursuant to this Agreement.

11. **Communications.** Innovator covenants and agrees to include the following acknowledgement and credit with respect to CABHI's financial support (and the financial support of the Governments of Ontario or Canada, to the extent required) of the Project in all publications, communications and products it offers or displays to the public that refers to the Project: "Funding provided by Canadian Centre for Aging and Brain Health Innovation (or such other acknowledgement or credit reasonably requested by CABHI)". The Parties may publicly disclose the general subject matter of this Agreement at any time.
12. **Force Majeure.** In the event that any Party is prevented or delayed from fulfilling any of its obligations herein by acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be so excused.
13. **Record Keeping and Audits.** The Seniors' Care Partners shall account for the Contributions and their use and shall keep good and valid records of such accounts in accordance with GAAP at all times. Such records shall be maintained by the Seniors' Care Partners for a period of time no less than seven (7) years beyond the expiration of the Term. The Seniors' Care Partners shall make such records, including all related financial statements, books, payrolls, accounts, invoices, receipts, as well as all other records and reports related to the Project, other than consent forms and patient data, available, at all times upon reasonable notice, to CABHI, the governments of Ontario and Canada and their agents (including the Auditor General of Ontario) for inspection, auditing and making copies thereof.

SCHEDULE “C”
ADDITIONAL TERMS RE INNOVATOR

1. **Acknowledgement.** Innovator acknowledges that CABHI shall carry out the Project and may subcontract all or part of the performance of the Project to the Seniors’ Care Partners in accordance with the terms set out in this Agreement.
2. **Duties of Innovator.** In addition to all other obligations under this Agreement, Innovator shall:
 - (a) be an active participant in the Project, including by providing expertise and working collaboratively with CABHI and the Seniors’ Care Partners to carry out the Project;
 - (b) co-operate with CABHI and the Seniors’ Care Partners in the performance of their obligations under this Agreement and not unreasonably withhold or delay any review, direction, approval or consent required by this Agreement or otherwise necessary to carry out the Project;
 - (c) comply with any requirements set out by the applicable research ethics board in connection with the Project; the approved research protocol; and any applicable legislative and regulatory requirements (including, without limitation, any requirements of Health Canada) **[NTD: include Food and Drug Administration in the US if there is a US SCP]**;
 - (d) provide prompt notice to CABHI and the Seniors’ Care Partners of any fact or information which has or may have a material effect on the Product (including any possible design defect or malfunction), the Project, or the ability of CABHI or any of the Seniors’ Care Partners to perform their obligations under this Agreement;
 - (e) provide appropriate training and education on its Product to the personnel of the Seniors’ Care Partners working on the Project; and
 - (f) ensure it has all necessary rights and approvals to enter into this Agreement and participate in the Project.
3. **In-Kind Contribution of Employee Services.** If Innovator’s Contribution includes an In-Kind Contribution of employee services, the following shall apply:
 - (a) Innovator shall provide to CABHI the services of the individuals set out in Project Charter (each such individual a “**Supplied Employee**”). Innovator acknowledges that CABHI may, in turn, re-provide the Supplied Employees to the Seniors’ Care Partners on the same terms and conditions as Innovator is providing such Supplied Employees to CABHI.

- (b) The Supplied Employees shall at all times remain employees of Innovator and, accordingly, will receive benefits, pension and other perquisites as outlined in their respective terms of employment with Innovator.
- (c) In respect of each of the Supplied Employees, Innovator shall, as applicable, consult with or obtain the consent of CABHI and, to the extent that the Supplied Employee has been supplied to the Seniors' Care Partners, the Innovator shall also, as applicable, consult with or obtain the consent of the Seniors' Care Partner as follows:
 - (i) not hire an employee in substitution for the Supplied Employee, without consent; and
 - (ii) not terminate the employment of the Supplied Employee, without prior notice.
- (d) On the request of CABHI and one or more of the Seniors' Care Partners, as applicable, Innovator will arrange for a Supplied Employee to cease providing services hereunder and shall provide resumes of other qualified individuals to fill the position of the Supplied Employee.
- (e) All Supplied Employees shall take instructions from CABHI or the Seniors' Care Partners as applicable.
- (f) Notwithstanding the foregoing:
 - (i) if at any time, CABHI or a Seniors' Care Partner, as applicable, believes that the security of its operations, assets or personnel are at any material risk in allowing an individual to continue to provide services as a Supplied Employee, then on immediate notice to Innovator, the individual will be relocated from the premises of such Seniors' Care Partner and cease to have any further interactions with such Seniors' Care Partner on the Project; and
 - (ii) if at any time, Innovator believes that the security of any Party's operations, assets or personnel are at any material risk in allowing an individual to continue to provide services as a Supplied Employee, then on immediate notice to CABHI and the Seniors' Care Partners, Innovator may immediately suspend the Supplied Employee from his or her position pending completion of the consultations referred to above.

4. **In-Kind Contributions of Property.** If Innovator's Contribution includes an In-Kind Contribution of personal property, the following shall apply:

- (a) If the personal property is to be licensed by Innovator to CABHI during the Project Duration Period:

- (i) Innovator shall license to CABHI the personal property identified as licensed property in Section 16 of the Project Charter. Innovator acknowledges that CABHI may, in turn, sublicense such property to the Seniors' Care Partners on the same terms and conditions as Innovator is providing such property to CABHI;
 - (ii) unless the Project Charter provides otherwise, such property shall be provided on an "as is where is" basis without any representations or warranties; and
 - (iii) the licensed personal property shall be returned to Innovator at the end of the Term in the condition in which it was provided, reasonable wear and tear for a Project of this nature.
- (b) If the personal property is to be transferred by the Innovator to CABHI:
- (i) Innovator shall transfer and assign to CABHI all of its right, title, benefit and interest in and to the personal property identified as transferred property in Section 16 of the Project Charter on the date(s) set out in the Innovator Payment Schedule;
 - (ii) Innovator represents and warrants that such personal property is free and clear of all from liens and encumbrances; and
 - (iii) unless the Project Charter provides otherwise, such property shall be provided on an "as is where is" basis without any representations or warranties.

5. **Payments and Taxes.**

- (a) Innovator shall pay to CABHI the Contributions and the Administrative Fees in the total amounts set out in Project Charter and in installments due on the dates set out in the Innovator Payment Schedule therein.
- (b) The amounts payable by Innovator to CABHI pursuant to this Agreement do not include Sales Taxes and all Sales Taxes are the responsibility and for the account of Innovator. If CABHI is required by law or by administration thereof to collect any applicable Sales Taxes from Innovator, Innovator shall pay such Sales Taxes to CABHI concurrent with the payment of any amounts pursuant to this Agreement, unless Innovator qualifies for an exemption from any such applicable Sales Taxes, in which case Innovator shall, in lieu of payment of such applicable Sales Taxes, deliver to CABHI such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by Innovator.

SCHEDULE “D”
ADDITIONAL TERMS RE SENIORS’ CARE PARTNERS AND CABHI

1. **Appointment of Seniors’ Care Partners.** CABHI appoints the Seniors’ Care Partners to provide the services described in the Scope of Work set out in the Project Charter in accordance with the terms of this Agreement. The Seniors’ Care Partners accept this appointment and agree to provide such services (the “**Testing Services**”) on the terms and conditions set out in this Agreement.

The Seniors’ Care Partners shall commence the provision of the Testing Services on the date(s) set out in the Project Charter (or on such other date as CABHI and the Seniors’ Care Partners agree) and shall complete the Project by the End Date.

2. **Duties of Seniors’ Care Partners.** Each Seniors’ Care Partner shall:
 - (a) perform its duties under this Agreement promptly, diligently and in a professional manner;
 - (b) provide the Testing Services in accordance with Applicable Laws and the Tri-Agency Framework: Responsible Conduct of Research 2016, as the same may be amended or replaced from time to time [**or the U.S. equivalent of such framework, if the Seniors’ Care Partner is a U.S. entity**];
 - (c) provide prompt notice to CABHI of any fact or information which has or may have a material effect on the Product, the Project or the ability of such Seniors’ Care Partner to perform its obligations under this Agreement; and
 - (d) co-operate with CABHI, Innovator and the other Seniors’ Care Partners in the performance of their obligations under this Agreement and not unreasonably withhold or delay any review, direction, approval or consent required by this Agreement or otherwise necessary to carry out the Project;
 - (e) if the Project involves human subjects, ensure prior to the Start Date that the research protocol is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (“TCPS”) and is reviewed and approved by a research ethics board that adheres to the TCPS or other similar entity that is established to approve research based on ethical standards (the “REB”). The Seniors’ Care Partners shall carry out the Project in accordance with the research protocol and the informed consent forms reviewed and approved by the REB and comply with any conditions imposed by the REB. Responsibility for obtaining REB approval and other ethical approvals shall rest with the Seniors’ Care Partner(s) identified in the Project Charter. The Seniors’ Care Partner responsible for obtaining REB approval shall at minimum obtain annual review and approval by the REB until the Project is completed and seek review and approval by the REB prior to making any amendment or modification to the approved research protocol. Such Seniors’ Care Partner shall also retain a record of each REB approval, and provide CABHI with a copy of such records

upon request. If REB approval is not required for the Project, Seniors' Care Partner shall obtain a letter from the REB indicating that approval is not required and provide a copy to CABHI; and

- (f) ensure it has all necessary rights and approvals to enter into this Agreement and provide the Testing Services contemplated by the Project.

3. **Duties of CABHI.** CABHI shall:

- (a) co-operate with the Seniors' Care Partners in the performance of their obligations under this Agreement and not unreasonably withhold or delay any review, direction, approval or consent required by this Agreement or otherwise necessary for the provision of the Testing Services; and
- (b) provide prompt notice to the Seniors' Care Partners and Innovator of any material fact or information that has or may have a material effect on the product or service being tested hereunder, the Project or the ability of CABHI to perform its obligations under this Agreement.

4. **In-Kind Contributions of Employee Services.** If an Innovator's Contribution to the Project includes an In-Kind Contribution of employee services to be made available to Seniors' Care Partner, the following shall apply:

- (a) CABHI shall re-provide the services of such Supplied Employees to the Seniors' Care Partners; and
- (b) The Seniors' Care Partners agree to receive the services of such Supplied Employees on the same terms and conditions as Innovator is providing such Supplied Employees to CABHI pursuant to Section 3 of Schedule "C".

5. **In-Kind Contributions of Property.** If Innovator's Contribution includes an In-Kind Contribution of personal property to be made or made available to the Seniors' Care Partners, the following shall apply:

- (a) if the personal property is to be licensed by the Innovator to CABHI, CABHI shall, in turn, sublicense such property to the Seniors' Care Partners on the same terms and conditions and subject to the same representations and warranties as Innovator is providing such property to CABHI under this Agreement. For greater certainty, the Seniors' Care Partners agree to return the licensed personal property to CABHI on the completion of the Term in the condition in which it was provided, reasonable wear and tear excepted; and
- (b) if the personal property is to be transferred by the Innovator to CABHI, CABHI shall, in turn, transfer and assign such property to the Seniors' Care Partners all of its right, title, benefit and interest in and to such personal property on the same terms and conditions and subject to the same representations and warranties as Innovator is providing such property to CABHI under this Agreement.

6. **Contributions and Other Charges.** CABHI shall pay to the Seniors' Care Partners the Contributions for performing the Testing Services in the amounts set out in the Project Charter and in installments due on the dates set out in the CABHI Payment Schedule therein.
7. **Payments and Taxes.**

The amounts payable by CABHI to the Seniors' Care Partners pursuant to this Agreement do not include Sales Taxes and all Sales Taxes are the responsibility and for the account of CABHI. If a Seniors' Care Partner is required by law or by administration thereof to collect any applicable Sales Taxes from CABHI, CABHI shall pay such Sales Taxes to such Seniors' Care Partner concurrent with the payment of any amounts pursuant to this Agreement, unless CABHI qualifies for an exemption from any such applicable Sales Taxes, in which case CABHI shall, in lieu of payment of such applicable Sales Taxes, deliver to Seniors' Care Partner such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by CABHI.

**SCHEDULE “E”
PROJECT CHARTER**

The provisions in this Project Charter are supplemental to those set out elsewhere in this Agreement.

A. PROJECT		
1.	Lead Seniors’ Care Partner	[COMMENTARY: Identify the Seniors’ Care Partner that will have overall responsibility for Project oversight]
2.	Project Lead at Seniors’ Care Partner Lead	[COMMENTARY: Identify the individual at the Lead Seniors’ Care Partner who will have overall responsibility for Project oversight and be the main point of contact for the CABHI Lead]
3.	Project Team Member and Roles	[COMMENTARY: Identify the Project Team Members of each of the Seniors’ Care Partners and Innovator and describe their roles]
4.	CABHI Project Lead	
5.	Description of Project	
6.	Background and Context	[COMMENTARY: Innovator to complete – 150 words or less]
7.	Approvals	<p>COMMENTARY:</p> <p>Describe compliance requirements and any regulatory or other approvals that are required before or during the implementation of the Project, as well as which Party is expected to obtain the approval.</p> <p>This section should also identify which SCP is required to obtain REB approval for the Project, and what type of ethical approval the other SCPs will be obtaining (ie. Board of Record, CTO)</p>
8.	Scope of Work of Lead Seniors’ Care Partner and all other Seniors’ Care Partners	<p>In addition to the responsibilities set out elsewhere in this Agreement, the scope of work of each of the Seniors’ Care Partners with respect to the Project (the “Scope of Work”) is as follows:</p> <p>Lead Seniors’ Care Partner:</p> <ul style="list-style-type: none"> ● ● Identify for CABHI those individuals at Seniors’ Care Partner who will complete the Annual Surveys referred to in Section 21 of the Project Charter ● Deliver to CABHI a Project risk assessment, in a form to be provided by CABHI, no later than ten (10) Business days following the execution of this

		<p>Agreement</p> <p>Other Seniors' Care Partners:</p> <ul style="list-style-type: none"> • • <p>Assuming all necessary pre-approvals have been received, each Seniors' Care Partner will commence providing the Testing Services on <insert date> OR the Start Date.</p> <p>[COMMENTARY: Provide a detailed description of the responsibilities of each of the Seniors' Care Partners with respect to the implementation of the Project. The date for the Seniors' Care Partners to begin providing the Testing Services may differ from each other, or differ from the Start Date.]</p>						
9.	Responsibilities of Innovator	<p>In addition to the responsibilities set out elsewhere in this Agreement, the responsibilities of Innovator with respect to the Project are:</p> <ul style="list-style-type: none"> • • • Identify for CABHI those individuals at Innovator who will complete the Annual Surveys referred to in Section 21 of the Project Charter 						
10.	Responsibilities of CABHI	<p>In addition to the responsibilities set out elsewhere in this Agreement, the responsibilities of CABHI with respect to the Project are:</p> <ul style="list-style-type: none"> • • 						
11.	Key Performance Indicators	<p>The Key Performance Indicators will be completed by all Parties as required in Schedule E, Section 16. Prior to the Project Start Date all Parties will indicate to CABHI which Key Performance Indicators will be reported during the Project. The agreed upon Key Performance Indicators will be attached as Appendix 1 by CABHI.</p>						
B. KEY DATES								
12.	Start Date							
13.	End Date							
14.	Project Duration Period							
15.	Milestones	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Expected Completion</th> <th>Responsible Party(ies)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Milestone	Expected Completion	Responsible Party(ies)			
Milestone	Expected Completion	Responsible Party(ies)						

	Date	
1.		
2.		
3.		
4.		

[COMMENTARY: The chart above is intended to capture the expected milestones and deliverables and their expected completion dates. The dates in this chart should be no earlier than the Start Date and no later than the End Date. This chart can also be used as the reference point if Contributions are to be staged by Milestone.]

C. FINANCIAL

16.	Contributions	The Parties agree to make Contributions towards the Project as follows:		
		Cash Contribution	In-Kind Contribution	
Innovator Contribution		\$	1. <insert description of in-kind contribution (e.g. 100 iPads)> Fair Market Value: <insert> Type: <Supplied Employees OR Transferred Property OR Licensed Property > Please refer to detailed budget (Appendix 2) for an itemized breakdown of all in-kind contribution. [COMMENTARY: CABHI will attach the approved Project budget as Appendix 2].	
CABHI Contribution		\$	N/A [COMMENTARY: This row is only intended to capture CABHI's own Contribution (out of its own funds) to the Project. CABHI will also receive Innovator's Contributions and in turn resupply it to Seniors' Care Partner, but those amounts (i.e. the cash and in-kind amounts received from the Innovator) should	

		<table border="1"> <tr> <td data-bbox="483 189 747 247"></td> <td data-bbox="747 189 971 247"></td> <td data-bbox="971 189 1503 247">not be included in this row.]</td> </tr> <tr> <td data-bbox="483 247 747 865">Seniors' Care Partners Contribution, if any</td> <td data-bbox="747 247 971 865">\$</td> <td data-bbox="971 247 1503 865"> 1. <insert description of in-kind contribution (e.g. employee time for which the SCP is not seeking reimbursement)> Fair Market Value: <insert> Type: <Supplied Employees OR Transferred In-Kind Contribution OR Licensed In-Kind Contribution> [Note if Senior's Care Partner is seeking reimbursement for the property or services it is providing for the Project, it should <u>not</u> be listed here. (It is not a Contribution)] </td> </tr> <tr> <td data-bbox="483 865 747 1066">Total Contributions (include FMV of in-kind contributions)</td> <td data-bbox="747 865 971 1066">\$</td> <td data-bbox="971 865 1503 1066"></td> </tr> </table>			not be included in this row.]	Seniors' Care Partners Contribution, if any	\$	1. <insert description of in-kind contribution (e.g. employee time for which the SCP is not seeking reimbursement)> Fair Market Value: <insert> Type: <Supplied Employees OR Transferred In-Kind Contribution OR Licensed In-Kind Contribution> [Note if Senior's Care Partner is seeking reimbursement for the property or services it is providing for the Project, it should <u>not</u> be listed here. (It is not a Contribution)]	Total Contributions (include FMV of in-kind contributions)	\$	
		not be included in this row.]									
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Total Contributions (include FMV of in-kind contributions)	\$										
17.	Supplied Employees (if any)	<p>The following individuals are to be provided as Supplied Employees by the Innovator as part of its Contribution:</p> <ul style="list-style-type: none"> • <insert names and titles> 									
18.	CABHI Administrative Fee	<p>In addition to its Contribution, the Innovator agrees to pay to CABHI an administrative fee (the "Administrative Fee") in the amount of: \$ <insert></p>									

[COMMENTARY: An example of licensed property is as follows: the Innovator wishes to test a new software program. If the Innovator contributes tablets to assist in carrying out the Project (to be returned to the Innovator at the end of the Project), those tablets would be an In-Kind Contribution of licensed property. It does NOT include the innovation itself that is to be tested. For example, if CABHI and Seniors' Care Partners are testing an innovative new device for an Innovator, the device itself is not a licensed In-Kind Contribution.

A transferred In-Kind Contribution is similar to a licensed In-Kind Contribution, except that the property in question will not be returned to the Innovator at the end of the Project (e.g. if the item provided is disposable).]

19.	Innovator Payment Schedule	<p>Subject to the terms and conditions of this Agreement, Innovator agrees to pay its Contributions and the Administrative Fee to CABHI as follows (the “Innovator Payment Schedule”):</p> <table border="1" data-bbox="500 342 1523 699"> <thead> <tr> <th data-bbox="500 342 786 432">Innovator Contribution</th> <th data-bbox="786 342 1086 432">Date / Milestone</th> <th data-bbox="1086 342 1523 432">Total Amount in CAD</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 432 786 485">Contribution 1</td> <td data-bbox="786 432 1086 485"></td> <td data-bbox="1086 432 1523 485">\$</td> </tr> <tr> <td data-bbox="500 485 786 537">Contribution 2</td> <td data-bbox="786 485 1086 537"></td> <td data-bbox="1086 485 1523 537">\$</td> </tr> <tr> <td data-bbox="500 537 786 590">Contribution 3</td> <td data-bbox="786 537 1086 590"></td> <td data-bbox="1086 537 1523 590">\$</td> </tr> <tr> <td data-bbox="500 590 786 642">Administrative Fee</td> <td data-bbox="786 590 1086 642"></td> <td data-bbox="1086 590 1523 642">\$</td> </tr> <tr> <td data-bbox="500 642 786 699">TOTAL</td> <td data-bbox="786 642 1086 699">—</td> <td data-bbox="1086 642 1523 699">\$</td> </tr> </tbody> </table>	Innovator Contribution	Date / Milestone	Total Amount in CAD	Contribution 1		\$	Contribution 2		\$	Contribution 3		\$	Administrative Fee		\$	TOTAL	—	\$																						
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20.	CABHI Payment Schedule (re Contributions Towards Cost of Testing Services)	<p>Subject to the terms and conditions of this Agreement, CABHI agrees to pay Contributions (comprised of CABHI’s Contributions and Innovator’s Contributions) to the respective Seniors’ Care Partner in installments as follows (the “CABHI Payment Schedule”):</p> <table border="1" data-bbox="500 894 1523 1793"> <thead> <tr> <th data-bbox="500 894 716 1020">Payments</th> <th data-bbox="716 894 935 1020">Name of Seniors’ Care Partner</th> <th data-bbox="935 894 1287 1020">Amount in CAD</th> <th data-bbox="1287 894 1523 1020">Date/Milestone</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 1020 716 1073">Payment 1</td> <td data-bbox="716 1020 935 1073"></td> <td data-bbox="935 1020 1287 1073">\$</td> <td data-bbox="1287 1020 1523 1073"></td> </tr> <tr> <td data-bbox="500 1073 716 1125">Payment 1</td> <td data-bbox="716 1073 935 1125"></td> <td data-bbox="935 1073 1287 1125">\$</td> <td data-bbox="1287 1073 1523 1125"></td> </tr> <tr> <td data-bbox="500 1125 716 1178">Payment 1</td> <td data-bbox="716 1125 935 1178"></td> <td data-bbox="935 1125 1287 1178">\$</td> <td data-bbox="1287 1125 1523 1178"></td> </tr> <tr> <td data-bbox="500 1178 716 1230">Payment 2</td> <td data-bbox="716 1178 935 1230"></td> <td data-bbox="935 1178 1287 1230">\$</td> <td data-bbox="1287 1178 1523 1230"></td> </tr> <tr> <td data-bbox="500 1230 716 1283">Payment 2</td> <td data-bbox="716 1230 935 1283"></td> <td data-bbox="935 1230 1287 1283">\$</td> <td data-bbox="1287 1230 1523 1283"></td> </tr> <tr> <td data-bbox="500 1283 716 1335">Payment 2</td> <td data-bbox="716 1283 935 1335"></td> <td data-bbox="935 1283 1287 1335">\$</td> <td data-bbox="1287 1283 1523 1335"></td> </tr> <tr> <td data-bbox="500 1335 716 1388">Payment 3</td> <td data-bbox="716 1335 935 1388"></td> <td data-bbox="935 1335 1287 1388">\$</td> <td data-bbox="1287 1335 1523 1388"></td> </tr> <tr> <td data-bbox="500 1388 716 1440">Payment 3</td> <td data-bbox="716 1388 935 1440"></td> <td data-bbox="935 1388 1287 1440">\$</td> <td data-bbox="1287 1388 1523 1440"></td> </tr> <tr> <td data-bbox="500 1440 716 1793">TOTAL</td> <td data-bbox="716 1440 935 1793">—</td> <td data-bbox="935 1440 1287 1793">\$</td> <td data-bbox="1287 1440 1523 1793"> <p>[COMMENTARY: This must equal the total cost of Testing Services less the value of the Seniors’ Care Partner Contribution, if any]</p> </td> </tr> </tbody> </table> <p data-bbox="500 1833 1523 1904">[COMMENTARY: If an amount to be provided includes an In-Kind Contribution (i.e. CABHI is receiving the In-Kind Contribution and re-</p>	Payments	Name of Seniors’ Care Partner	Amount in CAD	Date/Milestone	Payment 1		\$		Payment 1		\$		Payment 1		\$		Payment 2		\$		Payment 2		\$		Payment 2		\$		Payment 3		\$		Payment 3		\$		TOTAL	—	\$	<p>[COMMENTARY: This must equal the total cost of Testing Services less the value of the Seniors’ Care Partner Contribution, if any]</p>
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providing it to Seniors' Care Partner), include brief description and FMV of the In-Kind Contribution in addition to the Cash Contribution.]

D. OTHER MATTERS

21. Required Reports

The following reports are required to be delivered in connection with the Project:

Report	Timing	Delivered By	Delivered To
Monthly Project Status Report	Each month during the Term	Lead Seniors' Care Partner (on behalf of all of the Seniors' Care Partners)	CABHI
Bi-annual Financial Report	Thirty (30) days following the end of each 6 month period during the Term	Lead Seniors' Care Partner (on behalf of all of the Seniors' Care Partners)	CABHI
Quarterly KPI Report	Thirty (30) days following the Start Date, and thirty (30) days following the end of each calendar quarter during the Term	Lead Seniors' Care Partner (on behalf of all of the Seniors' Care Partners)	CABHI
Annual/Final KPI Report	Thirty (30) days following the Start Date	Lead Seniors' Care Partner (on behalf of all of the Seniors' Care Partners)	CABHI
Annual/Final Project Evaluation Report	As at March 31 of each year during the Term and/or thirty (30) days following the End Date	Lead Seniors' Care Partner (on behalf of all of the Seniors' Care Partners)	CABHI
Final Project Report	Thirty (30) days following the End Date	Seniors' Care Partner [Need to identify which SCP is generating/assembling this report]	CABHI and Innovator
Annual Surveys for 5 years following the	On an annual basis during the Term and	Each of the Seniors' Care Partners and Innovator	CABHI

		End Date	for 5 years thereafter		
22.	<p>Additional Privacy Protections and Obligations, if any (Section 16 of the main body of this Agreement)</p>	<p>[NTD: Will Innovator have access to any identifiable personal health information? If so, need to include the section below:]</p> <p>In the course of the Project, participant personal health information, as that term is defined in Ontario’s <i>Personal Health Information Protection Act</i> (“PHI”) may be disclosed to Innovator. Innovator agrees that it shall limit access to the PHI to those of its internal personnel who are involved in the Project and have a need to access the PHI in connection with the Project (“Innovator Project Staff”). Innovator shall make Innovator Project Staff aware of Innovator’s obligations hereunder and shall be liable for any act by Innovator Project Staff in breach of these obligations. Innovator agrees that it shall, and shall require Innovator Project Staff, to:</p> <ul style="list-style-type: none"> a) maintain the PHI in confidence, and not disclose PHI except as specifically permitted by this Agreement; b) use the PHI solely for the purposes of the Project, in compliance with: <ul style="list-style-type: none"> (i) this Agreement and the study protocol as approved by the Research Ethics Board of [insert name(s)] (“REB”) and as amended from time to time, provided that amendments are approved by the REB (the “Protocol”); (ii) any written conditions imposed by the REB; (iii) the informed consent form approved by the REB and signed by the participant (the “Consent”) or, if the requirement to obtain consent has been waived, or otherwise determined to be unnecessary, by the REB, the waiver of consent given by the REB (the “Waiver”); and (iv) any other conditions or restrictions imposed by the Seniors’ Care Partner relating to the use, security, disclosure, return or disposal of the PHI; and (v) all Applicable Laws. c) not use the PHI to identify any individuals, except as explicitly permitted in the Consent; d) not transfer the PHI to any third parties without the prior written consent of Seniors’ Care Partner and without obligating such third parties to 			

		<p>comply with the terms and conditions hereof. Notwithstanding the foregoing, Innovator may transfer the PHI:</p> <ul style="list-style-type: none">(i) as otherwise permitted by the Consent or Waiver; or(ii) in order to comply with Applicable Law or judicial process, or with a court or regulatory order, provided that Innovator gives prior written notice of such intended disclosure to Seniors' Care Partner and takes all lawful actions that are reasonable in the circumstances to minimize the extent of such disclosure and obtain confidential treatment for such disclosure; and <p>e) immediately following the End Date, transfer a copy of the PHI to Seniors Care Partner and securely destroy all other copies of the PHI as required by the Protocol or instructed by Seniors' Care Partner and provide a written confirmation of the manner of destruction in a form acceptable to Seniors' Care Partner, acting reasonably.</p> <p>Innovator shall, while the PHI is in its possession, use appropriate safeguards (including without limitation with respect to encrypting identifying numbers, linking files, storing and retrieving files from secured locations) to prevent any unauthorized use or disclosure of the PHI and shall promptly report to Seniors' Care Partner any unauthorized use or disclosure of which Innovator becomes aware.</p> <p>Innovator shall not make contact or attempt to make contact with an individual participating in the study unless Innovator first obtains the written consent of Seniors' Care Partner.</p>
23.	<p>Representations and Warranties Relating to Licensed or Transferred Property (Section 4 Schedule "C")</p> <p>- and -</p> <p>Representations and Warranties Relating to the Product</p>	<p>Innovator makes the following representations and warranties relating to the personal property included in its In-Kind Contribution to CABHI and the Seniors' Care Partners, and acknowledges that CABHI and the Seniors' Care Partners are relying on such representations and warranties:</p> <ul style="list-style-type: none">(a) the property is not defective in material or manufacture, and is in good working condition;(b) the property will conform to, and perform in accordance with, the applicable specifications, and that the documentation furnished to CABHI and the Seniors' Care Partners accurately describes their operation, performance and functionality; and(c) the property is either owned or licensed to Innovator, and the license or transfer to CABHI hereunder shall not result in the infringement of any third party rights.

		<p>Innovator makes the following representations and warranties to CABHI and the Seniors' Care Partners and acknowledges that CABHI and the Seniors' Care Partners are relying on such representations and warranties:</p> <ul style="list-style-type: none">(a) the Products are not defective in material or manufacture, and are in good working condition;(b) the Products will conform to, and perform in accordance with, the applicable specifications, and the documentation furnished to CABHI and the Seniors' Care Partners accurately describes the operation, performance and functionality of the Products;(c) the Products are owned by Innovator, and the testing hereunder and performance of this Agreement shall not result in the infringement of any third party rights;(d) the Products have been manufactured in accordance with, and comply with, all applicable Canadian regulatory and certification standards; and, before the Testing Services begin under this Agreement, Innovator has obtained and shall maintain for the duration of the Term, all applicable government or regulatory approvals for the use of the Product in Canada for the Testing Services, including, if required, Health Canada certification for use as a medical device. [if applicable, and may need to be customized if testing taking place in the U.S.]Innovator agrees to provide Seniors care Partners and CABHI with evidence of such approvals; and(e) In any jurisdiction, neither Innovator nor the Product is under review or subject to any regulatory or criminal investigation or proceeding; there have been no third party claims or actions threatened or taken against Innovator or any other person in relation to the Product; and there have been no adverse rulings against Innovator or the Product by any court, tribunal, regulatory agency or other similar body.
24.	Additional Documents to be Executed	<p>[NTD: If personnel of SCPs/Innovator have access to participant's identifiable personal health information, they may be required to sign privacy/confidentiality agreements] A Conflict of Interest Declaration executed by personnel at the Seniors' Care Partners who will have access to Project Data</p>

**SCHEDULE “F”
INTELLECTUAL PROPERTY TERM SHEET**

1. **Project Data** “**Project Data**” means recorded data and information, regardless of form or the media in which it may be recorded, whether identifiable or not, which were generated in the course of performing the Testing Services or constitute the original observations and methods of the Testing Services, and include the analyses of such original data or information.
 - (a) The Parties agree that all right, title and interest in and to the Project Data shall be owned by the Seniors’ Care Partner that generated such Project Data.
 - (b) Each Seniors’ Care Partner shall have the right to use the Project Data it generated for the Project for non-commercial academic and research purposes.
 - (c) Each Seniors’ Care Partner shall also have the right to publicly disseminate the de-identified Project Data it generated, as set out in section 3 below.
 - (d) The Project Data shall not be shared with Innovator other than to the extent de-identified Project Data is incorporated in the Final Project Report. [**Note To Draft: This will change if Innovator will have access to any identifiable Project Data, or it will have access to non-identifiable Project data other than through the Final Research report.**]

Note to draft: The SCPs will need to determine the following:

- (i) **will they be sharing their Project Data amongst themselves? If they will, then they will need to sign a data sharing agreement prior to the start of the Project, and this should be noted in Section 19 of the Project Charter;**
- (ii) **what rights, if any, will each SCP have in the Project Data generated by the other SCPs; and**
- (iii) **will there be a “Lead SCP” that will have overall responsibility for all of the Project Data.**

2. **Final Project Report**

Innovator shall own the final Project report generated under this Agreement and provided to Innovator by the Seniors’ Care Partner(s) (the “Final Project Report”). Notwithstanding the above, Seniors’ Care Partner(s) shall retain ownership in all of its own Background IP, including the methodologies, processes, assessment and evaluation tools and technologies developed by Seniors’ Care Partner(s) and used in performing the Project and generating the Final Project Report (such Background IP which is included in the Final Project Report, being referred to hereinafter as the “Background Tools”). Seniors’ Care Partner(s) hereby grants to Innovator and CABHI a royalty free, perpetual, irrevocable, non-exclusive license

to use the Background Tools solely in connection with Innovator and CABHI's use of the Final Project Report, and for no other purpose. **Note to Draft: The SCPs will need to determine if each SCP will be preparing a report for the Innovator, or if a Lead SCP will be designated as the party producing/assembling the report for the Innovator.**

- (a) Innovator grants to Seniors' Care Partners and CABHI a royalty free, perpetual, irrevocable, non-exclusive license to copy, reproduce, distribute and use the Final Project Report for non-commercial academic and research purposes.

Note to draft: This assumes that all of the SCPs, whether they generated the report or not, would get a license to use the final project report for internal purposes

- (b) Innovator acknowledges that CABHI may, at any time, disclose the Final Project Report and its findings to its funders, being the Government of Canada and the Government of Ontario.

3. **Public Dissemination.**

Seniors' Care Partner may publicly disseminate the de-identified Project Data. [**Note to draft: SCPs will need to determine if each of them will have the right to disseminate all of the de-identified Project data or just the de-identified Project Data they have generated?**]

Innovator hereby grants to Seniors' Care Partners and CABHI a royalty free, perpetual, irrevocable, non-exclusive license to publicly disseminate the Final Project Report and its findings, and to copy, reproduce, distribute and use the Final Project Report, in whole or in part, in connection with such public dissemination. Public dissemination may include presenting at conferences, symposia or meetings; publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media; or posting on websites, provided that any such public dissemination (i) shall not be permitted until six months following the end of the Term and (ii) shall not include any Innovator Confidential Information.

Note to draft: This language assumes that all of the SCPs, whether they generated the report or not, would get a license to publicly disseminate the final project report and findings

4. **Intellectual Property.**

- (a) *Definition*

"Intellectual Property" means any new and useful art, invention, drawings, discovery, know-how, innovation, concept, methodology, model, procedure, manufacturing process, technique and specification, product, formulae, software, manufacture or composition of matter, and any industrial and/or intellectual property rights and all other such rights whether or not statutorily protected or capable of being protected under statute.

(b) ***Rights.***

- (i) **Background Intellectual Property.** It is agreed by the Parties that any and all Intellectual Property which is proprietary to a Party as at the date of this Agreement (such Intellectual Property being referred to hereinafter as “**Background IP**”) and which may be used in the performance of the Project will at all times remain the sole and exclusive property of that party. No Party is granted any rights in the Background IP of any other Party under this Agreement except to the extent specifically set out herein.
- (ii) **Foreground Intellectual Property.** It is agreed by the Parties that any and all Intellectual Property that may be conceived, made, authored, discovered, reduced to practice or otherwise created by a Party during the course of the Project but independently of the other Parties (such Intellectual Property being referred to hereinafter as “**Foreground IP**”) shall be exclusively owned by the party having developed such Foreground IP. No Party is granted any rights in the Foreground IP of any other party under this Agreement except to the extent specifically set out herein.
- (iii) **Improvements.** It is agreed by the Parties that any Intellectual Property that (i) is created, discovered, conceived, developed or reduced to practice by a Seniors’ Care Partner in the course of performing the Testing Services and Project, and (ii) improves or enhances the Innovator’s Background IP that was actually used in the course of carrying out the Testing Services and Project (such Intellectual Property being referred to hereinafter as “Improvements”) shall be the exclusive property of Innovator. Notwithstanding the above, if one or more of the Seniors’ Care Partners and Innovator choose, instead, to co-develop the Product, and create joint Intellectual Property, and the Product is commercialized, CABHI shall receive a royalty on the sales of the Product. These arrangements, including the amount of the royalty, would be negotiated and entered into by the Parties during the Term.

This section 4 does not apply to the Intellectual Property rights relating to Project Data and the Final Project Report, as these are addressed in earlier sections of this Schedule F.