

## FUNDING AGREEMENT

This Funding Agreement is between:

**MITACS INC. (“Mitacs”)**

**Justice Institute of British Columbia  
(JIBC) (“Institution”)**

Suite 301, Technology Enterprise Facility

University of British Columbia

6190 Agronomy Road

Vancouver, BC V6T 1Z3

715 McBride Blvd

New Westminster, BC, V3L 5T4

- and -

Attention: Jennifer Wilkie

Email: [accelerate@mitacs.ca](mailto:accelerate@mitacs.ca)

Fax: 604-822-3689

Attention: Tanya Henderson

Email: [thenderson@jibc.ca](mailto:thenderson@jibc.ca)

Fax:

### BACKGROUND

- A. Mitacs, through **Accelerate**, provides opportunities for graduate students, college, cegep and polytechnic students, and postdoctoral fellows to gain applied research experience through internships with Host Organizations, while helping Host Organizations gain a competitive advantage through investment in R&D;
- B. Mitacs has been selected to administer Federal funding for the above-mentioned program;
- C. This funding is administered federally under various separate Funding Agreements (“**Federal Funding Agreements**”);
- D. These Federal Funding Agreements oblige Mitacs to enter into agreements with Participating Institutions:
  - a) To set out the role, responsibility and obligations of the parties relating to funding by Mitacs under these Federal Funding Agreements;
  - b) To set out the terms and conditions under which the Participating Institution will administer Research funding received by it from Mitacs; and

- c) To provide for such matters as reporting requirements, use of research funds, ownership and exploitation of intellectual property in relation thereto, and handling of private and confidential information.

**AGREEMENT**

The parties hereby enter into this Agreement, under which Mitacs may provide funding to the Institution from time to time in accordance with this Agreement’s terms and conditions.

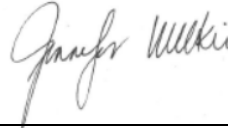
This “**Agreement**” shall mean and consist of, this cover sheet, Schedule A (General Terms and Conditions) and any of the following Schedules appended to this Agreement from time to time, and for these purposes:

- Schedule B (Accelerate Terms and Conditions).

By signing below, each party acknowledges that it has read, understands and agrees to be bound by this Agreement, and that it is causing this agreement to be signed by an authorized representative. This Agreement will be effective on the date of the last signature provided below (“**Effective Date**”).

**THE INSTITUTION**, by its authorized signatory

**MITACS INC.**, by its authorized signatory



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Print Name: Dr. Michel Tarko

Jennifer Wilkie

Print Title: President & CEO

Chief Financial Officer

Date: October 8, 2020

Date: Oct 9, 2020  
\_\_\_\_\_

## Schedule A

### General Terms and Conditions

#### 1. DEFINITIONS AND INTERPRETATION

1.1 All capitalized terms used in the recitals and elsewhere in this Agreement shall have the meanings ascribed to them there, and the following terms shall have the meaning ascribed to them below:

- (a) **“Accelerate”** means the internship program operated by Mitacs through which post-secondary students and post-doctoral fellows, from Canadian and foreign universities, colleges, cegeps and polytechnics participate in research internships lasting four to six months in duration with an academic supervisor or the supervision of an Institution’s Office of Applied Research or equivalent and a Host Organization. Accelerate also supports a workshop-based training initiative that allows students to develop business-ready skills such as leadership and management, communication and relationship building, and personnel and professional management. The Mitacs Accelerate program is open to all academic disciplines and industrial sectors;
- (b) **“Effective Date”** has the meaning ascribed to it on the signature page hereof;
- (c) **“Federal 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”);
- (d) **“Host Organization”** means a corporation either for profit or not-for-profit, that desires to have a student assist in developing a technical or technological solution to an issue which has arisen in relation to that corporation’s business or operations, and which meets certain criteria, as is applicable to it and as set out in this definition. With respect to a for profit corporation, it must derive more than 50 percent of its revenues from non-governmental sources and derive its revenues from the sale of products and/or services. With respect to a not-for-profit corporation, it may be an economic development organization, industry association, social welfare or charitable organization focused on increasing employment or other economic activity, or a health organization. Whether the host organization be a for profit or not-for-profit corporation, it shall under no circumstance include government departments and agencies, Aboriginal governments or hospitals.
- (e) **“Institution”** means an institution that is a Participating Institution and refers specifically to that one which is designated on the cover sheet of this Agreement;
- (f) **“Intern”** means a student enrolled full time at a Participating Institution interning at an eligible Host Organization; **“Interns”** shall have a corresponding meaning;
- (g) **“Participating Institution”** means a university, college, cegep or polytechnic located in Canada with a mandate for research or applied research, and its affiliated institutions, including hospitals and research institutes, that is eligible to receive funds from any of the Federal Granting Agencies and who enrolls or otherwise gives academic status to Interns;

- (h) **“Program Terms”** means the standard terms and conditions for participation in a particular Mitacs funding program and receipt of a Research Award under that program, as set out in the applicable appended Schedule (which Schedule may be amended from time to time in accordance with this Agreement);
- (i) **“Research Award”** means the funding provided to the Institution by Mitacs following the approval of the Accelerate application, identification of intern participant and receipt of partner contribution funds, and such provided funds being subject to the terms and conditions of the Research Award Letter; **“Research Awards”** shall have a corresponding meaning;
- (j) **“Research Award Letter”** means a letter accompanying any Research Award and setting out any additional terms and conditions that apply to that Research Award. **“Research Award Letters”** shall have a corresponding meaning.

## **2. ROLE AND RESPONSIBILITIES OF MITACS**

- 2.1 Mitacs may provide the Institution with one or more Research Awards from time to time at Mitacs’ sole discretion.
- 2.2 Mitacs will notify the Institution in writing of material changes to the Program Terms, and such changes shall be effective 30 days following such notification to the Institution.
- 2.3 Mitacs shall not assume any liability for any losses including – but not limited to – accidents, illness, travel or other losses that may occur during the period contemplated by the Research Award.

## **3. ROLE AND RESPONSIBILITIES OF THE INSTITUTION**

- 3.1 **Financial Management.** With respect to each and every Research Award it receives from Mitacs, the Institution shall:
  - (a) manage the Research Award or cause it to be managed and report or cause the reporting to Mitacs, in accordance with the Program Terms and as outlined in the applicable Research Award Letter;
  - (b) use or cause to be used adequate financial controls with respect to the Research Award that are consistent with the requirements and policies of the Federal Granting Agencies;
  - (c) maintain or caused to be maintained proper and accurate accounts and records of all expenditures deemed eligible under the Program Terms for a minimum of two years after the date of completion of the Research Award;
  - (d) upon receipt of reasonable written notice from Mitacs or any government agency providing funds to Mitacs, enable or cause the enabling of that government agency to access the Institution’s premises, accounts, books and records with respect to the matters contemplated by this Agreement and allow that government agency providing funds to Mitacs to audit, or cause to audit, those accounts, books and records, and the Institution will reasonably cooperate with any such audit; and

- (e) upon receipt of reasonable written notice from Mitacs and in a timely manner, at the Institution's expense provide Mitacs with or cause to be provided to Mitacs copies of all records held by the Institution, or by agents or contractors of the Institution, relating to the relevant Research Award and the use of distributed payments of the Research Award, for the purpose of releasing these records to the Auditor General of Canada, and such further information and explanations as the Auditor General or anyone acting on behalf of the Auditor General may request relating to any part of this Agreement or the use of the Research Award.
- 3.2 **Compliance with Terms and Conditions.** Subject to Section 2.2, the Institution will comply with all the current Program Terms.
- 3.3 **Institutional Support.** The Institution will provide appropriate institutional support, such as adequate amount of the supervising professor's time, and adequate accessibility to appropriate research facilities, and ensure that such support is in place such that it contributes to the success of internships and fellowships supported under this Agreement.
- 3.4 **Mandatory Institution Policies.** The Institution will maintain policies or guidelines that require that:
  - (a) appropriate certification or approval or both regarding use of humans, animals and biohazards in the conduct of the research activities contemplated by the Research Award, be in accordance with the requirements of the Federal Granting Agencies;
  - (b) research involving human subjects meet the requirements of the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans, as amended or replaced from time to time;
  - (c) research requiring the use of animals 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, as amended or replaced from time to time; and that
  - (d) research involving biohazards be conducted in accordance with the requirements of the Public Health Agency of Canada's: Laboratory Biosafety Guidelines, as amended or replaced from time to time.
- 3.5 **Compliance with Laws and Regulations.** The Institution does and shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Institution or the research contemplated in this Agreement, or both, including without limitation, statutes, regulations, by-laws, rules, ordinances or decrees.
- 3.6 **Communication of Program Opportunities.** The Institution will make reasonable efforts to communicate opportunities to participate in Mitacs programs to the Institution's eligible academic faculty and members of the student body.
- 3.7 **Publications.** The Institution consents to being contacted by the federal Minister of Innovation, Science and Economic Development, his/her designate, or equivalent (the "**Minister**") in relation to success stories, announcements, ceremonies and other communications activities and which specify that the:

- (a) Institution acknowledges the Minister's role in the funding provided through this Agreement;
- (b) Institution consents to a public announcement of the Internship by or on behalf of the Minister in the form of a news release and/or event;
- (c) Institution must agree to display promotional material and/or signage provided by the Minister at any event held in connection with the Minister's role in this Agreement.

#### **4. THE INSTITUTION'S REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

4.1 The Institution represents and warrants to Mitacs that:

- (a) the Institution has the power and capacity to enter into and be bound by this Agreement and to observe, perform and comply with the terms of this Agreement;
- (b) carrying out this Agreement will not breach or interfere with any other agreement to which it is a party; and
- (c) it will not enter into another agreement or do or fail to do any act that would prevent it from complying with its obligations under this Agreement.

4.2 The Institution acknowledges and agrees that Mitacs' obligations under this Agreement are limited to those roles and responsibilities described in Section 2 above and in Section 2 of Schedule B, appended hereto.

4.3 Without limiting Section 4.2, the Institution acknowledges and agrees that the Institution (or the Host Organization, where applicable) is solely responsible for designing, planning, implementing, carrying out and completing any research, publishing the results of such research, and supervising, insuring, and protecting the students and any other persons who may be involved in or affected by such research or its results. If Mitacs reviews or approves any research, the Institution acknowledges and agrees that such review or approval is only to determine whether the research is likely to conform to the Mitacs objectives in funding research generally and does not constitute review or approval of any of the details or methodology of the research.

4.4 The Institution makes no representations or covenants that any research will achieve the desired result.

#### **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

5.1 Mitacs takes no interest in any intellectual property generated through the Research Awards (the "**Intellectual Property**").

5.2 The Institution acknowledges and agrees that ownership of, and rights to, any such Intellectual Property will be governed by the Institution's applicable policies and procedures, or by any applicable separate agreements to which the Institution (or the Host Organization, if applicable) is a party.

## **6. TREATMENT OF CONFIDENTIAL INFORMATION**

- 6.1 Any information identified by the Host Organization as confidential and evidenced by a non-disclosure agreement, will be subject to the Institution's confidentiality policy with the intent that all parties keep the identified confidential information confidential.
- 6.2 The Institution acknowledges and agrees that Mitacs is not responsible or liable for, and hereby releases Mitacs from any liability for any losses, damages or costs or expenses arising from or related to, any unauthorized use or disclosure (i) of the Institution's confidential information by a Host Organization or an Intern, or (ii) of the Host Organization's confidential information by the Institution or an Intern.

## **7. TREATMENT OF PERSONAL INFORMATION**

- 7.1 The Institution agrees to treat any information provided to it by Mitacs that is considered personal under applicable privacy legislation as confidential, and will use the information only for the purposes for which it was originally provided, and will not share it with any third parties without the express consent of Mitacs.

## **8. INDEMNITY AND RELEASE**

- 8.1 The Institution irrevocably agrees to indemnify, defend and hold harmless, and hereby forever releases and discharges Mitacs and its directors, officers, executives, agents, employees, contractors, the Crown and other representatives from and against any claim, suit, damages, penalty, fine or cost of any kind whatsoever (including legal and court fees and disbursements actually incurred) that, directly or indirectly, are based on, arise out of or occur from the parties' exercise of their respective rights or performance of their respective obligations under this Agreement, the research, or the Institution's use of any Research Awards provided hereunder, including any claim of infringement of third-party intellectual property rights, either before, during, or after this Agreement ends, and whether asserted by third parties or otherwise.

## **9. INSTITUTION'S DEFAULT**

- 9.1 Mitacs may terminate this Agreement immediately upon written notice to the Institution if:
- (a) the Institution breaches any of its material obligations under this Agreement;
  - (b) any representation or warranty made by the Institution in this Agreement is untrue;
  - (c) any accounts, books or records furnished or submitted by or on behalf of the Institution to Mitacs under this Agreement are materially untrue or incorrect; or
  - (d) the Institution fails to notify Mitacs forthwith with particulars that any of the events listed in sub-sections 9.1(a) to (c) have occurred, is occurring or is likely to occur.
- 9.2 If Mitacs terminates this Agreement under section 9.1 then the Institution will promptly return to Mitacs any unspent portion of any Research Award.
- 9.3 No failure or delay on the part of Mitacs to complain of an act or failure of the Institution or to declare the Institution in default, irrespective of how long such act or failure to act continues, will

constitute a waiver by Mitacs of its rights under this Agreement, nor will it estop or preclude Mitacs from insisting that the Institution fulfil its obligations under this Agreement.

## **10. COMING INTO FORCE AND TERMINATION**

- 10.1 This Agreement will come into force on the Effective Date and will continue until terminated by Mitacs under section 9.1 or by either party upon a minimum of 30 days' advance written notice, but no termination will be effective until the internships contemplated by the Research Award Letters which are in effect at the time of delivery of such notice have concluded in the normal course and all reporting and other obligations hereunder have been observed.
- 10.2 Sections 3, 4, 6, 7, 8, 9, 10, and 11 will remain in force in perpetuity and survive the expiration or termination of this Agreement for any reason whatsoever.

## **11. GENERAL**

- 11.1 The terms and conditions set forth in this Agreement form the complete and entire agreement of the parties and no amendment or modification will be binding upon the parties unless agreed to in writing by the parties (provided however that Mitacs may amend the Program Terms in its entire and sole discretion as set out in Section 2.2).
- 11.2 Any provision of this Agreement that is held to be invalid, illegal or unenforceable will be severed from this Agreement and the remaining provisions will continue in full force and effect.
- 11.3 Nothing in this Agreement will be construed so as to create a legal relationship of partnership, agency or employment among the parties. Each party is an independent contractor and is not authorized or empowered to act as agent for the other party for any purpose.
- 11.4 The Institution explicitly acknowledges, admits and agrees that the execution and delivery of this Agreement and the participation and performance under the Research Award and Mitacs' obligations hereunder do not constitute an admission of the Institution to the membership of Mitacs pursuant to the *Canada Not-For-Profit Corporations Act*, the Articles and By-laws of Mitacs or otherwise and the rights and obligations of the Institution are purely those of a participant in a Mitacs program and not those of a member of Mitacs.
- 11.5 Notices under this Agreement will be given by prepaid post, facsimile or courier. Notices sent by prepaid post will be deemed received on the fifth business day following dispatch. Notices sent by facsimile or courier will be deemed received on the business day following dispatch. Notices will be delivered to the addresses set out on the first page of this Agreement. Either party may designate different contact information by giving the other party written notice of the new information. In this section 11.5, "business day" means a day that is not a Saturday, Sunday or statutory holiday in British Columbia.
- 11.6 Without limiting Mitacs' termination rights provided for in this Agreement, the parties will use reasonable efforts to resolve any disputes arising out of or relating to this Agreement through good-faith negotiations. If the parties cannot amicably resolve any such dispute within 30 days following the receipt of a written notice by the other party, such notice detailing the nature of the dispute and the remedy or remedies sought, then each party may take such further action as it considers appropriate.

- 11.7 This Agreement is governed by and will be construed in accordance with the laws of British Columbia. The courts located in Vancouver, British Columbia, will have exclusive jurisdiction to hear and decide any disputes arising from or out of or in connection with this Agreement and the parties' relationship, and the parties irrevocably attorn to the jurisdiction of such courts.
- 11.8 This Agreement may be executed in counterparts and delivered by electronic means. Each counterpart so executed and delivered will be considered to be an original and all such counterparts taken together will constitute one document.

**[End of Schedule A]**

# **Schedule B**

## **Accelerate Terms and Conditions**

### **1. GENERAL**

Mitacs Accelerate is Canada's premier research internship program. It enables both interns (college, cegep, polytechnic and graduate students, and postdoctoral fellows) and faculty members to broaden their research impact by connecting them with Host Organizations and applying their skills to new challenges. Accelerate is flexible by design. Projects can range from a single four-month project to multi-year, multi-intern, multi-institution collaborations, all customizable for the applicants' research needs.

### **2. RESPONSIBILITIES OF MITACS**

#### **2.1. Program Guidelines**

Mitacs will develop program guidelines for the Accelerate program that determine eligibility, funding models, review processes, and other relevant items. These may change from time to time, and will be available on the Mitacs website, at:

<http://www.mitacs.ca/en/programs/accelerate>

#### **2.2. Application Adjudication**

Mitacs will manage the application review process. All Mitacs Accelerate internship proposals undergo a two-stage review process: an internal administrative review to confirm research eligibility, followed by an external review by subject matter experts.

#### **2.3. Results Notifications**

Mitacs will notify applicants of the results of the adjudication with an outcome letter that includes reviewer comments.

#### **2.4. Payment of the Research Award**

Upon approval of the Accelerate application, identification of intern participant, and receipt of partner contribution funds, Mitacs will release the funds contemplated in the Research Award to the Institution in the form of a research grant to the supervisor or where applicable to the Institution's Office of Applied Research or equivalent office. Applicants who choose to begin their internship prior to application approval and receipt of the Research Award do so at their own risk.

#### **2.5. Termination of the Research Award**

2.5.1. Mitacs reserves the right to terminate the Research Award in whole or in part:

- (i) if funding by our government funders is discontinued;
- (ii) if funds are not received from the industry partner, or the financial support is discontinued;

- (iii) where Mitacs determines that an Accelerate academic supervisor or an intern has failed to comply with the terms and conditions of the award or that an Accelerate academic supervisor or an intern is no longer eligible to receive funds.
- (iv) by mutual agreement with the award holder; or
- (v) when there is other reasonable cause, at the sole and entire discretion of Mitacs.

2.5.2. For Research Awards terminated early, the Institution will be required to return to Mitacs a prorated portion of the award.

### **3. RESPONSIBILITIES OF THE INSTITUTION**

#### **3.1. General**

The Institution will provide an Intern's academic supervisor or the Office of Applied Research or equivalent with the institutional support reasonably necessary to permit the supervisor or that office to fulfill the supervisor's or that office's obligations hereunder to the internship.

#### **3.2. Award Holder and Award Recipient**

The Institution will ensure that:

- 3.2.1. it or where applicable the Institution's Office of Applied Research or its equivalent, will hold funds under the guidelines of the Federal Granting Agencies;
- 3.2.2. the Research Award recipient is a full-time student at an eligible Canadian Participating Institution during the entire tenure of the award; and
- 3.2.3. the Research Award recipient will not obtain any additional stipend from any federal or provincial source or undertake any additional employment for more than 200 hours per annum during the entire tenure of the award.

#### **3.3. Payment of the Research Award**

The Institution acknowledges that:

- 3.3.1. all partner funds held at the Institution will be sent to Mitacs upon receipt of an invoice;
- 3.3.2. Mitacs will not send the Accelerate Research Award to the Institution until any conflict of interest issues are resolved, the Accelerate application is approved, intern identified, and partner contribution funds are received by Mitacs;
- 3.3.3. the Research Award will not be released to the intern until all necessary documentation such as Environmental Impact Assessment, permits or licenses, college, cegep or polytechnic Research Ethics Board Approval, college, cegep or polytechnic Animal Care Committee Approval, or Biohazards Review Approval have been obtained for the Accelerate project. The Institution will produce this documentation upon request by Mitacs;
- 3.3.4. Mitacs is not responsible for any funds released by the Institution in advance of receiving the Research Award from Mitacs;
- 3.3.5. Interns should not commence their Mitacs research project until such time as all necessary approvals and funds are received, so that the intern can be paid at the start of the award period;

3.3.6.the Intern(s) must receive the stipend as indicated on the Accelerate Award Letter (minimum allowable stipends will be identified in the Program Guide), which is based on the proposal budget. The stipend must be paid to the individual(s) listed on the Accelerate Award Letter within the specified internship dates.

3.3.7.any unspent stipend funds must be returned to Mitacs, unless an amendment has been approved by Mitacs for an intern replacement for the project. Mitacs must be notified promptly if there is a request to change internship dates and/or to replace an intern.

3.3.8.that part of the Research Award not directed towards stipend can be used to cover direct research-related expenses, as directed by the academic supervisor or where applicable the Institution's Office of Applied Research or equivalent. Where the Tri-Council rules apply to the academic supervisor or the Institution's Office of Applied Research or equivalent, then, the research related-expenses shall only consist of eligible expenses under those rules. These funds are part of the overall Research Award released to the Institution. Any remaining funds may be used by and at the entire discretion of the academic supervisor or where applicable the Institution's Office of Applied Research or equivalent to supplement the Intern's stipend.

3.3.9.Inter-institution transfers are not permitted.

#### **4. PROJECT REPORTING REQUIREMENTS**

- 4.1. The Institution will provide a Form 300 (statement of account) for the awarded funds within 30 days for each fiscal year and a Final Form 300 within 30 days of the end date of the award. The academic supervisor and the Institution's Finance Officer must sign the Form 300, and the form with original signatures will be sent to Mitacs.
- 4.2. The Institution agrees to report on the required expenses as outlined in the Award letter.
- 4.3. The Institution acknowledges that Mitacs is required to collect certain statistical data about its awards and award holders, and we ask that program participants cooperate with Mitacs staff to provide us with the required information. Failure to do so may impact future Mitacs funding decisions.

**[End of Schedule B]**