MASTER FEE-FOR-SERVICE CONTRACT

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act of British Columbia* (“UBC”).

AND

The party which is listed in Schedule “**A”** as the Company (the “**Company**”).

(UBC and Company each a “Party” and collectively, the “Parties”)

WHEREAS:

1. UBC has laboratory facilities, service capabilities and resources which the Company wishes to draw upon from time to time; and
2. UBC has offered to perform services for the Company from time to time on the terms and conditions set out in this contract (the “**Contract**”).

**THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS**

## In this Contract

1. “**Contract Amount**” means the dollar amount to be paid by the Company to UBC as specified in the Work Schedule (Canadian funds);
2. “**Deliverables**” mean those items as specified in the Work Schedule;
3. “**Work**” means the service activities provided by UBC as specified in the Work Schedule; and
4. “**Work Schedule**” means the schedule mutually agreed to between UBC and the Company, attached to this Contract, and which describes the Work to be performed by UBC for the Company. The Work Schedule together with the body of this Contract constitutes the entire agreement between the Parties.
5. **CONTRACT PERIOD**

This Contract will be in effect from the Effective Date until December 31, 2024 (the “**Contract Period**”).

1. **WORK AND PAYMENT**

## The Company hereby requests UBC to perform the Work by means of the Work Schedule issued to UBC by the Company in the form attached hereto and marked as Schedule “**A**”.

## UBC will carry out the Work under the direction of the principal investigator identified in Schedule “**A**” (the “**Investigator**”), and will provide the Company the Deliverables as set out in the Work Schedule. Upon signature, the Company will pay to UBC the Contract Amount set out in the Work Schedule. The cheque will be made payable to The University of British Columbia. The Company will pay interest on all amounts owing to UBC but not paid on the due date, at the effective rate of 12.68% per annum, calculated monthly not in advance. The interest accrues on the balance of unpaid amounts from time to time outstanding, from the date on which portions of the amounts become due and owing until payment in full.

1. **CONFIDENTIAL INFORMATION**

## “**Confidential Information**” shall mean any information provided by the Company to UBC relating to the Work, whether written or otherwise. In order to constitute "Confidential Information" for the purposes of this Contract, the Company must clearly identify such information in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Company must summarize it in writing and identify it as being confidential within 30 days of the disclosure. Furthermore, such information shall not be considered “Confidential Information” for the purposes of this Contract if and when it:

1. is published or becomes available to the general public other than through a breach of this Contract;
2. is obtained by UBC from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Company;
3. is independently developed by employees, agents or consultants of UBC who had no knowledge of or access to Confidential Information;
4. was possessed by UBC prior to its receipt from the Company; or
5. is made subject to an order by judicial or administrative process requiring it to be disclosed.

## UBC will keep and use all Confidential Information in confidence solely for the purpose set forth in this Contract, and shall use reasonable efforts to protect the Confidential Information from disclosure to third parties. Without limiting the generality of the foregoing, UBC will not use, manufacture, or sell Confidential Information or any device or means incorporating any Confidential Information, and will not use any Confidential Information as the basis for the design or creation of any device or means.

## Notwithstanding anything to the contrary in this Contract, either Party may disclose the identity of the other Party, the title of the Work, the Contract Amount paid by the Company for the Work, Contract Period and that the Work is performed under the direction of the Investigator. Except as provided by the foregoing, neither Party may use the name of the other or of any member of the other’s staff, in any publicity, advertising, or news release without the prior written consent of the other Party.

## UBC shall use the same care and discretion to avoid disclosure of Confidential Information as it uses for its own similar Confidential Information that it does not wish to disclose.

## Notwithstanding any termination or expiration of this Contract, the obligations of confidentiality set forth in this Contract shall survive and continue to be binding upon UBC, its successors and assigns for 5 years after such termination or expiration.

1. **DISCLAIMER OF WARRANTY**

## **UBC makes no representations or warranties, either express or implied, regarding Deliverables, data or other results arising from the Work. UBC specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and UBC will in no event be liable for any loss, whether direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if UBC has been advised of the possibility of such damages. The Company acknowledges that the Work is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Company has been advised by UBC to undertake its own due diligence with respect to all matters arising from this Contract. This section survives termination of this Contract.**

1. **INDEMNITY**

## The Company indemnifies, holds harmless and defends UBC, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents against any and all claims (including all reasonable legal fees and disbursements) arising out of the receipt or use by the Company of any Deliverables, or any data or other results arising from the Work including, without limitation, any damages or losses, consequential or otherwise, arising from or out of the Work, however they may arise.

1. **INSURANCE**

## UBC has liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by UBC. UBC has no liability insurance policy that can extend protection to any other person. Therefore, subject to Section 6 (Indemnity), each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents, and where applicable faculty and students.

1. **TERMINATION**

## This Contract will be effective for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Section 8.

## Either Party may terminate this Contract upon 30 days prior written notice to the other Party.

## The Parties acknowledge that as a result of the current global pandemic UBC may need to suspend or cease the Work contemplated herein. In such circumstances UBC will notify the Sponsor in a timely fashion and the Parties will discuss whether to amend or terminate this Contract.

## Termination of this Contract by either Party for any reason will not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Contract. In the event of early termination of this Contract by the Company, or by UBC as a result of a breach of this Contract by the Company, the Company will pay UBC for all work done on the Work to date, including any work in progress as at the receipt of notice of such termination.

## UBC reserves the right to suspend the Work, or to terminate this Contract by delivering written notice of the same to the Company if the Company fails to pay any invoiced amount within 30 days from the due date.

## In the event that either Party commits any breach of or default in any of the terms or conditions of this Contract, and also fails to remedy such default or breach within 30 days after receipt of written notice thereof from the other Party, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Contract by sending notice of termination in writing to the other Party to such effect and such termination will be effective as of the date of the receipt of such notice.

1. **GOVERNING LAW**

## This Contract will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein without regard to its conflict of law rules. The Parties agree that by executing this Contract they have attorned to the exclusive jurisdiction of the Supreme Court of British Columbia.

1. **NOTICE**

## All payments, reports and notices or other documents that a Party is required or may want to deliver to the other Party will be delivered:

1. in writing; and
2. either by personal delivery, email or by registered or certified mail (with all postage and other charges prepaid) at the address for the receiving Party as set out in Section 10.3 or as varied by any notice.

## Any notice personally delivered or by email is deemed to have been received at the time of delivery. Any notice mailed in accordance with this Section 10 is deemed to have been received at the end of the fifth day after it is posted.

## Addresses for delivery of notices:

**Company**

(see address listed on Schedule A of this Contract).

**UBC**

Re: FAS No F21-04555

Industry Contracts Manager, Sponsored Research Group

The University of British Columbia

University-Industry Liaison Office

#103 – 6190 Agronomy Road

Vancouver, B.C. V6T 1Z3

Telephone: (604) 822-8580

Email: uilo.ubco@ubc.ca

## The Company should direct questions of a scientific nature or regarding financial matters to the Investigator.

1. **GENERAL**

## Nothing contained in this Contract is to be deemed or construed to create between the Parties a partnership or joint venture. Neither Party has the authority to act on behalf of the other Party, or to commit the other Party in any manner at all or cause the other Party's name to be used in any way not specifically authorized by this Contract.

## The terms and conditions contained in this Contract and Work Schedule set out the entire agreement between the Parties. The Parties will be bound by the Work Schedule, except to the extent that they may conflict with the terms and conditions contained in this Contract, in which case the terms and conditions of this Contract will govern. No modifications will be binding unless executed in writing by the Parties.

## If any provision of this Contract is held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.

## No condoning, excusing or overlooking by either Party of any default, breach or non-observance by the other Party at any time or times regarding any terms of this Contract operates as a waiver of that Party's rights under this Contract. A waiver of any term or right under this Contract will be in writing signed by the Party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

## No exercise of a specific right or remedy by either Party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

## Subject to the limitations in this Contract, this Contract operates for the benefit of and is binding on the Parties and their respective successors and permitted assigns.

## All terms in this Contract which require performance by the Parties after the expiry or termination of this Contract, including Indemnity, will remain in force despite this Contract's expiry or termination for any reason.

## Neither of the Parties shall be deemed to be in default of, or to have breached, any provision of this Contract as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from natural disasters, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such Party’s reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay, and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Contract shall be considered extended for a period of time equivalent to the time lost.

## In this Contract, unless the contrary intention appears, “days” means calendar days.

11.10 This Contract may be executed in counterparts by the Parties, either through original copies or by facsimile or electronically, each of which will be deemed an original and all of which will constitute the same instruments.

**SCHEDULE A**

**WORK SCHEDULE**

UBC File Number: F21-04555

Company:

<Company Legal Name>

<Street Address>

<City, Province, Postal Code> <Country>

<Company Contact Name>

<Company Contact Email>

Description of Work:

<Description of Work (or refer to an attached quote / scope of work doc)>.

Deliverables:

<Deliverables (or refer to an attached quote / scope of work doc)>.

Contract Amount:

The Contract Amount payable by the Company to UBC for the Work set out in this Work Schedule will be a total of CDN $<Total Price>.

**Investigator Acceptance and Acknowledgment**

I have read and understood the foregoing Contract and understand my responsibilities as the Investigator.

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Principal Investigator: Abbas Milani

Title: Professor, Department of Engineering

Date: <Date>

SIGNED BY THE PARTIES AS A CONTRACT effective as of the date of the last signature hereto (“Effective Date”).

Signed for and on behalf of **<Company Legal Name>** by its duly authorized officer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

Signed for and on behalf of

**THE UNIVERSITY OF BRITISH COLUMBIA** by its duly authorized officer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Derek Gratz

Title: Associate Director, UILO

Date: