

Terms and Conditions of NGen Membership

Effective Date: September 4, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These Terms and Conditions of NGen Membership, together with any policies, terms, guidelines, rules, notices, or other documents incorporated by reference herein, including without limitation NGen's Website [Terms of Use](#), govern membership with Next Generation Manufacturing Canada ("**NGen**", "**we**", "**us**", or "**our**") and access to and use of any members-only services, platforms, portals, programs, events, resources, communications, or other membership-related offerings made available by NGen from time to time.

Membership with NGen is available to individuals and organizations engaged in all facets of advanced manufacturing. NGen leverages data from Members (as defined herein) to drive greater collaboration in Canadian advanced manufacturing among companies, researchers, investors, and others.

By submitting a membership application form, creating or accessing a member account, clicking "I Agree", accessing the NGen Member Portal (as defined herein), or otherwise participating as an NGen Member, you agree to be bound by these Terms and Conditions of NGen Membership. If you are accepting these Terms and Conditions of NGen Membership on behalf of an organization, you represent and warrant that you have the authority to bind that organization.

1. Introduction to NGen

NGen is a Canadian not-for-profit corporation that seeks to make Canada a global leader in advanced manufacturing. NGen supports collaboration across Canada's advanced manufacturing ecosystem, including companies, researchers, investors, service providers, public-sector organizations, and other participants.

2. Definitions

Your access to and use of NGen's Websites and Services are subject to our Website [Terms of Use](#). Any capitalized terms used but not defined in these Terms and Conditions of NGen Membership have the meanings provided in our Website Terms of Use.

"Member" means an individual or organization whose Membership Application has been accepted or approved by NGen;

"Membership Application" means the application, registration form, profile, intake form, or other process used to apply for NGen membership;

"Membership Data" means information submitted to or collected by NGen in connection with a Membership Application or membership account, including Personal Information and organizational information;

"Member Portal" means the private membership-related Services, platforms, applications, forms, submissions or communications hosted, supported, processed, or otherwise made available through HubSpot or related HubSpot-enabled systems;

“Personal Information” means recorded information about an identifiable individual. It may include an individual’s name, address, sex, age, education, and medical or employment history. It can also include identifying numbers such as an individual’s Social Insurance Number;

“Services” means any content, functionality, platform, programs, events, communications, digital directories, matching services, resources and any other services offered on or through our Website, Member Portal, Member Site, or any related platform, and to any mobile, tablet and other smart device applications, and application program interfaces that we may develop from time to time;

“Website” means the website located at <https://www.ngen.ca> and any related pages, content, features, materials, or Services made available through the Website; and

“Website Terms of Use” means NGen’s Website [Terms of Use](#), as amended from time to time.

3. Eligibility and Membership

Membership with NGen is available to eligible individuals and organizations engaged in, supporting, or contributing to advanced manufacturing, innovation, technology adoption, supply chain development, commercialization, investment, research, or related activities. NGen may accept, reject, suspend, revoke, or condition membership at any time, in its sole discretion, including where NGen determines that an applicant or Member does not meet eligibility requirements, has provided inaccurate information, has breached these Terms and Conditions of NGen Membership, or has acted in a manner inconsistent with NGen’s purposes, policies, or interests.

Membership is personal to the Member and may not be assigned, transferred, sublicensed, or otherwise made available to any other person or entity without NGen’s prior written consent. A Member is responsible for ensuring that its representatives, employees, contractors, agents, and users who access the Services through or on behalf of the Member comply with these Terms and Conditions of NGen Membership.

4. NGen Membership Benefits and No Guarantee

Subject to eligibility, availability, applicable program requirements, and NGen approval, Members may be eligible to participate in NGen’s Global Innovation Cluster projects as “Organization” Members or as “Individual” Members, access or participate in NGen membership Services, including Members-only portal features, Member communications, events, workshops, technology visits, networking opportunities, digital directories, innovation initiatives, or other NGen-led or sponsored activities.

Membership does not guarantee that any Member will be eligible for or receive NGen Innovation funding, be eligible for or selected to participate in a program or project, obtain access to intellectual property, receive introductions, secure business opportunities, obtain commercial results, or be permitted to lead or participate in any NGen project, activity, or initiative. All NGen programs, funding opportunities, and project participation rights are subject to separate eligibility criteria, approval requirements, agreements, and applicable laws.

5. Member Accounts and Credentials

Where the Services require account credentials, the Member is responsible for maintaining the confidentiality and security of all usernames, passwords, authentication information, and account access. The Member is solely responsible for all activity occurring under its account and must promptly notify NGen of any actual or suspected unauthorized access, use, disclosure, security incident, or misuse affecting the Member's account or Membership Data.

6. Member Obligations

Each Member agrees to: (a) provide accurate, complete, current, and non-misleading information to NGen; (b) keep its contact, profile, and organizational information up to date; (c) use their membership, Website and any related Services only for lawful, authorized, and appropriate purposes; (d) comply with all applicable federal, provincial, territorial, municipal, and foreign laws, including privacy, data protection, anti-spam, intellectual property, export control, anti-corruption, competition, and sanctions laws; (e) comply with all NGen policies, program requirements, rules, instructions, and reasonable directions; and (f) conduct itself professionally and respectfully in connection with NGen activities and interactions with other Members.

A Member must not misuse its membership or the Services, interfere with the operation or security of any NGen platform, upload or transmit malicious code, attempt unauthorized access, scrape or harvest data except as expressly permitted by NGen, use Membership Data in violation of law or these Terms and Conditions of NGen Membership, send unlawful or unsolicited communications, misrepresent its relationship with NGen, or state or imply that NGen endorses, sponsors, approves, or is affiliated with the Member's products, services, business, or activities without NGen's prior written consent.

7. Privacy and Use of Information you Provide to NGen

Your privacy is very important to us, and along with NGen's [Privacy Policy](#), these Terms and Conditions of NGen Membership shall govern how we use the Membership Data you provide to us in the Membership Application.

NGen collects, uses, discloses, stores, and protects Personal Information and Membership Data in accordance with these Terms and Conditions of NGen Membership, NGen's Privacy Policy, and applicable law. Membership Data may be used to assess eligibility, administer membership, provide access to the Member Portal and Services, facilitate collaboration and ecosystem connections, support NGen programs and project selection or project management activities, operate member directories or matching services, communicate with Members, conduct research and analytics, improve NGen's services, detect and prevent fraud, abuse, security incidents, or other harmful activity, and comply with legal, regulatory, contractual, and organizational requirements.

NGen may classify certain Membership Data as private, restricted, open, searchable, or otherwise shareable within the Member Portal, Services, directories, search functions, matching services, or similar features. Information that is designated as open or shareable may be visible to other Members or used for membership-related functions. Information designated as private will not be made visible to other Members except as disclosed, authorized, required by law, or otherwise described in NGen's Privacy Policy or applicable notices.

8. Personal Information we Collect in a Membership Application

When you complete a Membership Application, we collect from you the following Personal Information:

- First Name
- Last Name
- Phone Number
- Address
- Email Address
- Job Title
- Job Function
- Profile Photo (optional)

9. How We Use the Information Collected in the Membership Application

The information you provide us in the NGen Membership Application, which includes Personal Information is used to:

- Administer membership and accounts;
- Build member profiles;
- Personalize the Member Portal experience;
- Facilitate Member discovery and ecosystem connections;
- Communicate relevant NGen programs/services/events;
- Conduct analytics and research;
- Improve NGen Services; and
- Support operational and marketing communications.

By applying for or maintaining membership, communicating with NGen electronically, or using the Website or Services, the Member consents to receive electronic communications from NGen for the above noted purposes.

We share some of your Membership Data to use for Member Services, as set out in Section 7 of these Terms and Conditions of NGen Membership.

- "Private" Membership Data can only be viewed by you and cannot be viewed by any other NGen Members; and
- "Open" Membership Data can be viewed by other NGen Members. Certain data is open only for certain functions on our private Member Portal, which is accessible only by NGen Members). See below for details on which Membership Data is open for which functions on the Membership Site.

10. How We Secure Your Membership Information

We will not disclose your Membership Data without your consent, unless it is in accordance with these Terms and Conditions of NGen Membership, our [Privacy Policy](#) or required by any applicable law.

Access to all Membership Data (except publicly available information) is strictly controlled. We have implemented appropriate physical, electronic, and managerial procedures in an effort to safeguard and help prevent unauthorized access and to maintain data security.

Information you provide us through the Member Portal is collected securely through encrypted TLS (HTTPS) connections. The NGen Member Portal is built on NGen's platform provider HubSpot, which stores and secures the Personal Information and other Membership Data you have provided. Membership Data is encrypted at rest using the Advanced Encryption Standard (AES-256) algorithm, and NGen's instance is hosted in data centres located in Canada. Access is limited to NGen personnel and authorized service providers who require it to perform their duties, and each is bound by confidentiality obligations.

The Member is responsible for reviewing and complying with all applicable HubSpot Customer Terms of Service and applicable policies as updated from time to time.

HubSpot Customer Terms of Service: [HubSpot Terms of Service](#)

HubSpot Privacy Policy: [HubSpot Privacy Policy](#)

HubSpot Security and Compliance: [HubSpot Security and Compliance](#)

Where you access NGen's project and Grant Management systems, those systems are operated separately on Salesforce and are governed by their own access requirements and credentials as set forth in Section 11.

Your account is secured by a password that you create through a verification link sent to your registered email address. Passwords are stored using industry-standard salted cryptographic hashing and are not accessible to NGen personnel. Sign-in is protected by a one-time token sent to your registered email address, and the platform applies automated brute force protection and bot detection. Registration is further protected by automated CAPTCHA verification.

NGen maintains ongoing security assurance measures for the Member Portal, including independent penetration testing and regular vulnerability scanning, and remediates identified issues in accordance with their assessed severity. Membership Data is backed up on a regular schedule, and NGen's service providers maintain SOC 2 Type II and ISO 27001 certified security programs.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Please notify us promptly at members.support@ngen.ca if you become aware of any unauthorized use of your account.

No method of transmission over the internet or method of electronic storage is completely secure. While NGen takes reasonable steps to protect Membership Data, we cannot guarantee its absolute security.

11. Terms and Conditions of Grant Management

The Member acknowledges and agrees that certain membership-related Services, platforms, portals, applications, forms, submissions or communications may be hosted, supported, processed, or otherwise made available through Grant Management in Salesforce or related Salesforce-enabled systems.

The Member is responsible for reviewing and complying with all applicable terms and conditions and policies relating to Grant Management in Salesforce or related Salesforce-enabled systems, which shall govern the Member's access to or use of such systems.

In the event of any conflict between these Terms and Conditions of NGen Membership and any applicable terms and conditions and policies relating to Grant Management in Salesforce or related Salesforce-enabled systems, these Terms and Conditions of NGen Membership shall govern solely with respect to the membership relationship between the Member and NGen, unless otherwise expressly stated.

12. Membership Application Data Retention

If you or your organization are determined by NGen to be ineligible to become an NGen Member, then you will be notified, and all your Membership Data will be removed from the Member Portal.

If you or your organization are determined by NGen to be eligible to become an NGen Member, then you will be provided with access to the Member Portal and you will have agreed to these Terms and Conditions of NGen Membership.

NGen makes Membership Data classified as "open" viewable on the Member Portal, the search function, members digital directory, and matching services. See below for a list of what Membership Data elements are open.

Searchable Open Membership Data

The following elements of the Membership Data are or may be viewable as the result of a search:

DATA ELEMENT TYPE	ATTRIBUTE
Account Profile Information	• First Name • Last Name • Phone • Email • City • Province • Country • Company Name • Company URL • Company Type • Company Size • Job Title • Job Function • Seniority • How do you contribute to advanced manufacturing?

13. Intellectual Property and Member Content

NGen is and shall remain the sole and exclusive owner of all right, title, and interest in and to its name, logo, trademarks, trade names, copyrighted materials, platforms, databases, processes, resources, content, confidential information, and other proprietary information and intellectual property. Except as expressly permitted by NGen in writing, no Member may use, reproduce, display, distribute, modify, create derivative works from, or otherwise exploit any NGen intellectual property.

As between NGen and the Member, the Member retains ownership of content, materials, information, data, logos, trademarks, trade names, and other intellectual property submitted by or on behalf of the Member. The Member grants NGen a non-exclusive, worldwide, royalty-free licence to use, host, store, reproduce, process, display, disclose, transmit, and otherwise make available such information and materials as necessary or reasonably useful to administer membership, operate and improve the Services, provide Member directories and matching services, communicate with Members, promote NGen programs and activities, comply with legal obligations, and carry out the purposes described in these Terms and Conditions of NGen Membership, NGen's Website Terms of Use and NGen's Privacy Policy.

14. Confidentiality

Members may receive or access information relating to NGen, other Members, projects, programs, funding opportunities, technologies, business plans, or other matters that are confidential, non-public, proprietary, or sensitive. Members shall protect such information using at least reasonable care and shall not use or disclose it except as permitted by NGen, authorized by the disclosing party, required for legitimate participation in NGen activities, or required by law. Nothing in these Terms and Conditions of NGen Membership requires NGen or any Member to disclose confidential information or creates any obligation to enter into a project, collaboration, funding agreement, or other transaction.

15. Third-Party Services and Member Interactions

NGen may facilitate introductions, networking, directories, matching services, funding opportunities, events, marketplace listings, or interactions between Members and third parties. NGen does not control and is not responsible for any Member, third-party product, service, communication, representation, listing, agreement, transaction, advice, deliverable, or outcome. Members are solely responsible for conducting their own due diligence and for any agreement or relationship they enter into with another Member or third party.

16. Warranties and Disclaimers, Third-Party Websites and Artificial Intelligence

The Website and Services may contain links to third-party websites or resources. These links are provided for convenience only. We do not control, endorse, or assume responsibility for any third-party websites, content, products, services, policies, or practices. Your access to and use of any third-party websites is at your own risk and is subject to the terms and policies applicable to those websites.

Certain Services may incorporate artificial intelligence (AI), machine learning, automated decision-support tools, generative AI technologies, or similar technologies. Information, recommendations,

analyses, or other outputs generated through such technologies may be inaccurate, incomplete, biased, or outdated and should not be relied upon without independent review. NGen makes no representation or warranty regarding the accuracy, reliability, completeness, or suitability of AI-generated outputs and disclaims liability arising from reliance upon any such outputs.

NGen membership, Member Portal, Website, Services, and any NGen platforms, directories, materials, communications, introductions, events, programs, resources, and information are provided on an "as is" and "as available" basis, except as expressly stated in a separate written agreement signed by NGen. To the maximum extent permitted by law, NGen disclaims all representations, warranties, and conditions, whether express, implied, statutory, or otherwise, including merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, availability, security, uninterrupted operation, error-free performance, and any results or outcomes arising from membership or use of the Website or Services.

17. Limitations of Liability

The Website, NGen membership and Services are provided free-of-charge, and you hereby acknowledge and agree that it would be unreasonable to hold us liable with respect to the Website or Services and the information contained within. You acknowledge and agree that the entire risk and responsibility arising out of your access to and use of the Website and Services remains with you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NGEN NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS PARTNERS, AGENTS, REPRESENTATIVES, SUPPLIERS, AFFILIATES OR THIRD PARTY LICENSORS, NOR ANY OTHER PARTY INVOLVED, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DATA, USE, GOODWILL, SERVICE INTERRUPTION, MOBILE DEVICE DAMAGE, SYSTEM FAILURE OR OTHER INTANGIBLE LOSSES, OR FOR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION OR FOR DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (I) THESE TERMS AND CONDITIONS OF NGEN MEMBERSHIP; (II) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE OR SERVICES; (III) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY ON THE WEBSITE OR SERVICES; OR (IV) ANY CONTENT OBTAINED FROM THE WEBSITE OR SERVICES, IN ALL CASES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THESE TERMS AND CONDITIONS OF NGEN MEMBERSHIP, THE LIABILITY OF NGEN, ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, CONTRACTORS, AGENTS, REPRESENTATIVES, SUPPLIERS, AFFILIATES, LICENSORS AND ANY OTHER PARTY INVOLVED, RELATING TO THESE TERMS AND CONDITIONS OF NGEN MEMBERSHIP, THE WEBSITE, THE CONTENT, OR ANY SERVICES MADE AVAILABLE THROUGH THE WEBSITE SHALL NOT EXCEED, IN THE AGGREGATE, FOR ANY AND ALL CLAIMS IN, ONE HUNDRED CANADIAN DOLLARS (CAD\$100.00).

18. Indemnification

You hereby agree to release, defend, indemnify and hold harmless NGen, its affiliates and its licensees and licensors, and their respective officers, directors, employees, contractors, representatives, agents, and suppliers, to the greatest extent allowed by law, from and against any and all claims, damages, obligations, losses, liabilities, judgements, awards, costs and expenses (including but not limited to reasonable legal fees), resulting from or arising out of: (a) the use, misuse, and access to your NGen membership, the Website and Services, by you or any person you have authorized; (b) a breach of these Terms and Conditions of NGen Membership; (c) any claim or allegation that your use of the Website or Services infringes the intellectual property or other proprietary rights of NGen or any third party; or (d) your breach of any laws, regulations or infringement of third party rights.

19. Governing Law and Jurisdiction

These Terms and Conditions of NGen Membership and any dispute arising out of or relating to your NGen membership, the Website or Services shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to its conflict of law provisions.

You agree that the courts located in Hamilton, Ontario shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms and Conditions of NGen Membership or the Website or Services.

NGen makes no representation that information, content and/or documentation on the Website or Services are appropriate or available for viewing or downloading at locations outside of Canada. If Members access the Website or Services from outside of Canada, they are exclusively responsible for compliance with all applicable local laws.

20. Relationship of the Parties

You and NGen are independent contracting parties. Nothing in these Terms and Conditions of NGen Membership, nor your access to or use of the Website or Services, will be deemed or construed to create a partnership, joint venture, agency, employment, fiduciary, representative, or other similar relationship between you and NGen. Neither party has, nor will represent that it has, any authority to act for or bind the other party in any manner.

21. No Assignment

You may not assign, transfer or delegate these Terms and Conditions of NGen Membership and your rights and obligations hereunder without NGen's prior written consent. NGen may, without restriction, assign, transfer or delegate these Terms and Conditions of NGen Membership and any rights and obligations hereunder at its sole discretion by providing you with notice of such assignment.

22. Force Majeure

NGen will not be liable for any delay, interruption, or failure to perform its obligations under these Terms and Conditions of NGen Membership where such delay, interruption, or failure results from circumstances beyond its reasonable control, including natural disasters, labour disputes, acts of government, telecommunications outages, security incidents, public health emergencies, utility failures, or any other events beyond NGen's reasonable control.

23. Notices

Unless specified otherwise, any notices or communications to Members and registered users required under these Terms and Conditions of NGen Membership will be in writing and sent via e-mail, the Website, or other reasonable communication channels. Continued use of the Website and Services following the effective date of such notices or communications constitutes acceptance of same.

Information regarding privacy rights, access requests, correction requests, deletion requests, consent withdrawal, privacy complaints, retention practices, and service provider accountability can be found in NGen's Privacy Policy.

24. Severability

If any provision of these Terms and Conditions of NGen Membership is found to be invalid, unlawful, or unenforceable, that provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

25. Entire Agreement

These Terms and Conditions of NGen Membership, together with any documents or policies incorporated by reference, including without limitation NGen's Website Terms of Use, constitute the entire agreement between you and NGen with respect to your NGen Membership and access to and use of the Website and Services in relation to same. How to Contact Us

26. How to Contact Us

The full name of NGen is Next Generation Manufacturing Canada and our address is 175 Longwood Road South, Unit 105-3, Hamilton, Ontario L8P 0A1.

If you have any questions, please email us at info@ngen.ca.