

## NGen Offer Letter and Master Project Agreement

Lead Contact  
Lead Organization Name  
Address

Project File Ref: Project File Reference Number  
Project Title: Project Title  
Date: \*\*

Dear «Salutation»,

I am pleased to inform you that subject to the terms and conditions of this offer letter Next Generation Manufacturing Canada, with Pan Canadian Artificial Intelligence Strategy (PCAIS), established under Canada's Not-for-profit Corporations Act, whose registered office is at 301-175 Longwood Road S. Hamilton Ontario, L8P 0A1 Canada, is prepared to provide funding contribution up to a maximum of **CDN \$ Total Funding in Numbers** (the "Funding") towards the total project costs (estimated at **CDN \$ Total Eligible Costs in Numbers**) of the project (the "Project") as outlined in the application referenced by the above Project File Ref. (the "Proposal").

The Project is to be carried out in collaboration with **Participant 2, Participant 3, Participant 4, Participant 5**, together with **Lead Organization Name** ("the Lead Participant", and collectively with the other Participants set forth above, the "Participants") who shall each, subject to the terms and conditions set out in this offer letter, receive the following sums:

<u>Company Name</u>	<u>Funding Amount</u>	<u>Reimbursement Rate</u>
Lead Organization Name	\$«LeadCosts»	%
Participant 2	\$«Part1Costs»	%
Participant 3	\$«Part2Costs»	%
Participant 4	\$«Part3Costs»	%
Participant 5	\$«Part4Costs»	%
Overall Project	Total Funding in Numbers	%

The Project will be required to pay a one-time, non-refundable project administration fee to NGen equal to 3% of the total cost of the project, inclusive of unfunded eligible and in-kind costs. The administration fee owing is as follows: **Total Eligible Costs in Numbers x .030 = xxx (plus applicable taxes)**.

We look forward to working with you, and the other Participants, in connection with the Project.

Yours sincerely,

**NEXT GENERATION MANUFACTURING CANADA**



**Jayson Myers**  
Chief Executive Officer

NGen Project No.  
NGen Contract Ref No.  
Contract Template Version 7.8 (2023)  
Funding Stream/Agreement Type: PCAIS/MPA

 Next Generation Manufacturing Canada  
Fabrication de prochaine génération Canada

# NGen Offer Letter and Master Project Agreement

## Terms and Conditions of the Offer

Financial support for the Project is provided by the **Minister of Innovation, Science, and Economic Development Canada (“ISED”)** as part of the Pan Canadian Artificial Intelligence Strategy (PCAIS) to support the Government of Canada’s Innovation and Skills Plan.

As part of the Government of Canada’s Pan Canadian Artificial Intelligence Strategy (PCAIS), **Next Generation Manufacturing Canada (“NGen”)** is dedicated to building up next generation manufacturing capabilities and promoting collaboration in advanced manufacturing and innovation by strengthening linkages across industry, academia and research institutes in Canada. Contracting and funding will be administered by NGen.

These Terms and Conditions of the Offer (the “**Terms and Conditions**”) set forth the terms and conditions under which each Participant (the Participants and NGen are collectively referred to as the “**Parties**”) may receive Funding from NGen for the Project. The Terms and Conditions, and the offer letter provided by NGen to the Lead Participant (the “**Offer Letter**”) are collectively referred to as the “**Agreement**”. The Agreement includes:

Offer Letter  
Terms and Conditions  
All Project documents referenced herein  
Acceptance of Conditional Offer/Signatories

In these Terms and Conditions, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively. The division of these Terms and Conditions into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of these Terms and Conditions. References in these Terms and Conditions to a Section are to be construed as references to a Section of or to these Terms and Conditions unless otherwise specified. Unless otherwise specified, any reference in these Terms and Conditions to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a business day, the time period will end on the next business day.

### 1. **Acceptance of Offer**

- 1.1 Subject to the terms and conditions of this Agreement, NGen will provide to the Participants Funding up to the maximum amount as set forth in the Offer Letter for the sole purpose of funding the eligible costs of the Project.

The obligation of NGen to provide the Funding is conditional upon the successful completion of the following steps **within two (2) months of NGen’s recommendation to Fund**:

- 1.1.1. NGen receiving the signed MPA by Participant(s), in the prescribed form;
- 1.1.2. NGen receiving a collaboration agreement (the “**Collaboration Agreement**”), signed by a director, or other authorized signatory of each Participant, in a form acceptable to NGen and in compliance with NGen’s Intellectual Property Plan (the “**NGen IP Plan**”) and the NGen

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Collaboration Agreement Guide, both of which are available on NGen's website [www.ngen.ca](http://www.ngen.ca);

- 1.1.3. NGen receiving bank details for each Participant on NGen's New Vendor Template (to be provided). Failure to provide complete and accurate banking information may result in delays in the processing of claim reimbursements;
  - 1.1.4. NGen receiving and approving an initial **Financial Forecast** for each Participant showing the anticipated spend of the Project broken down into Quarters (as defined in Section 2.3) throughout the life of the Project, commencing at Quarter 1 (from the start date of the Project) (the "**Financial Forecast**"). The Financial Forecast shall be prepared using the Financial Reporting Template. An electronic copy will be provided;
  - 1.1.5. NGen receiving and approving a **Milestone Register, Risk Register**, and detailed **Project Plan** breaking down the original Proposal for delivery of the Project into individual work packages with assigned estimates of the resources and timescales needed to achieve each of them. The Milestone Register shall be prepared using the template. An electronic copy will be provided. There is no template for the Risk Register and the Project Plan; and
  - 1.1.6. NGen receiving and approving a finalized **Commercialization Plan and Project Intellectual Property Plan** (the "**Project IP Plan**"). The Commercialization Plan shall contain further information building on the question responses submitted as part of the application, including but not limited to: setting out how the Participants will exploit the results of the Project to increase commercial opportunities in global markets, develop a modern and inclusive workforce with the skills required to excel in advanced manufacturing, and how this may benefit Canadian industry and the Canadian economy as a whole, timelines, and deliverables. The Project IP Plan builds on the one submitted as part of the application, including but not limited to: ensuring freedom to operate has been addressed, how the IP is to be protected, completion of the background/foreground/exploitation tables, as well as a table of interested NGen members for licence negotiation consideration, guidance can be found in the Application Guide and the NGen Intellectual Property Strategy, on NGen's website, [www.ngen.ca](http://www.ngen.ca).
  - 1.1.7. All Documents or materials from Sections 1.1.2 through 1.1.6 are to be sent via an online project portal (details to be provided) and marked with the NGen Project Ref #; and
  - 1.1.8. NGen receiving payment of a non-refundable administrative fee equal to the amount stated in the offer letter of this Agreement (plus applicable taxes) of the total cost of the project.
- 1.2. When the conditions specified in Section 1.1 have been successfully met, as determined by NGen in its sole discretion, NGen will send a Funding confirmation letter (the "**Funding Confirmation Letter**") to the Lead Participant confirming that the conditions of Section 1.1 of this Agreement have been met. Thereafter, provided the conditions in Section 4 have been met, and subject to this Agreement NGen will provide the Funding in accordance with Section 5. If the conditions in Section 1.1 are not met, within **two (2) months** of the date of this offer letter the offer of Funding will lapse automatically without any further notice, and without further obligation or liability of any Party pursuant to this Agreement. However, this deadline may be renewed or extended by NGen in its absolute discretion.

## 2. Start Date

- 2.1. The Project shall not start until the date indicated on the Funding Confirmation Letter, ("**Project Start Date**"). The Project shall continue from the Project Start Date until the completion of the

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Project as stated in the Project Plan and Funding Confirmation Letter, which, for the purposes of this Agreement, is the “**Project End Date**” unless otherwise agreed by NGen.

- 2.2. If Participants begin the Project before the Funding Confirmation Letter is received, they shall be entirely responsible for all costs incurred.
- 2.3. In this Agreement, the term “Year” refers to consecutive 12-monthly periods starting on the Project Start Date, and the term “Quarter” refers to consecutive three-monthly subdivisions of each Year starting on the Project Start Date or its Quarterly anniversary, as applicable.

### 3. **Project Monitoring**

- 3.1. NGen shall monitor the progress of the Project in accordance with NGen’s project monitoring guidelines (“**Project Monitoring Framework**”). The Project Monitoring Framework may be updated from time to time, and the Project Monitoring Framework and Project Monitoring Workbook will be available on NGen’s website (www.ngen.ca) and supplied to Participants upon request.
- 3.2. The primary point of contact for the Project will be an NGen Senior Program Manager (“**SPM**”) who will assign a Project Monitor (“**PM**”). The PM will be responsible for monitoring the Project throughout and will report progress back to the SPM.
- 3.3. If during the Project the Lead Participant becomes aware of any impediment relevant to the progress, outcomes, or exploitation of the Project, the Lead Participant shall promptly inform the SPM. If a Participant (other than the Lead Participant) becomes aware of any impediment relevant to the progress, outcomes or exploitation of the Project, the Participant shall promptly inform the Lead Participant.
- 3.4. The Project will be monitored on a Quarterly basis, however, NGen reserves the right to alter the frequency, in its sole discretion. Monitoring will comprise Project review meetings (“**PRM**”) between all Participants and the PM to review the Project’s progress. Dates and locations for PRM’s will be confirmed directly with the SPM, and the SPM may attend along with any other NGen employee as required.
- 3.5. The Lead Participant will be required to supply the SPM with the following within 3 months of the Project End Date:
  - 3.5.1. the **Final Report**, an electronic copy will be provided; and
  - 3.5.2. confirmation that the final claim for Funding has been submitted.

### 4. **Participant’s Obligations following Confirmation of Funding**

It is a condition of the ongoing receipt of Funding that the Participants shall comply with the following:

- 4.1. Documents and Claims should be sent via an online project portal (details to be provided), and all documents should be marked with the NGen Project Ref #;
- 4.2. the Lead Participant must ensure that the Project is managed in accordance with the Proposal, the Project Plan, the Collaboration Agreement, and the terms of this Agreement, including the prompt submission of Funding reimbursement claims by itself and the other Participants;
- 4.3. the Lead Participant must appoint a project manager to carry out the day-to-day management of the Project and to act as the focal point for all contact with NGen;
- 4.4. the Lead Participant must inform NGen promptly in writing of any cessation of work on the Project and of any event or circumstance likely to significantly affect the ability of the Project to deliver the objectives of the Project as set out in the Project proposal, the Project Plan or the Commercialization

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Plan. The Lead Participant shall also inform NGen in writing as soon as it becomes aware that any of the events referred to in Section 6 have occurred;

- 4.5. Participants must inform NGen of any other government funding or subsidies applied for or awarded against the eligible costs covered by this Agreement. It is the responsibility of the Participant to ensure that its cumulative total public funding does not exceed 100% of eligible project costs; and
- 4.6. Participants shall agree to participate in future consensus meetings for the NGen PCAIS Ecosystem to assist in identifying ecosystem gaps and priority areas for activity and for the purpose of determining future project selection and emphasis.
- 4.7. Participants must provide all supporting documentation and invoices to enable NGen to capture the unfunded project costs which make up part of the total project costs.

### 5. **Financial**

- 5.1. The Participants shall cause books of account and other records to be kept and shall establish financial and management practices that will ensure that the Funding is expended in accordance with this Agreement. The books of account and other records of the Participant must be maintained in accordance with generally accepted accounting principles in Canada (GAAP), consistently applied. The Participants must be able to report on the Funding separately from other sources of funds.
- 5.2. The Funding will be payable against the net project costs that are eligible as per NGen's Financial Guide for the applicable project type on eligible and in-eligible costs which is subject to change and is posted on NGen's website ([www.ngen.ca](http://www.ngen.ca)) and based on each party's individual reimbursement rate as noted in the funding table in the offer letter of this agreement. Subject to Section 7, portions of Funding will be payable throughout the Project after Participants have submitted a Claim Form (a "Claim") and the supporting information set out in Section 5.5. The Claim Form can be found and submitted via the online NGen Claims Portal.
- 5.3. In-kind costs are not reimbursable.
- 5.4. All costs incurred outside of Canada must be pre-approved by NGen prior to incurring the cost. Reimbursement will be denied without pre-approval.
- 5.5. Claims must be supported by the following:
  - 5.5.1. A current **Financial Forecast** using the Financial Reporting Template as at the date of the Claim setting forth the Project costs to the end of the Project, detailing for each Participant the expected costs for each future claim period, broken out with the Claim by each Participant and highlighting any significant variations from the last forecast; and
  - 5.5.2. Written confirmation that each Participant has incurred and paid the eligible costs in respect of which Claims have been made, as set forth in the Finance Claim Certification, an electronic copy will be provided. All eligible costs in excess of five hundred dollars (CDN \$500) must be accompanied with adequate supporting documentation, for example but not limited to invoices, proof of payment, payroll information, time sheets. Any costs without acceptable supporting documentation will be ineligible for reimbursement.
  - 5.5.3. The Participant is to provide the latest annual financial statements or management financial statements of the Participants, if requested by NGen. For the avoidance of doubt, nothing in this Section shall require the Participants to provide financial information in breach of any law, order or regulation restricting such disclosure.
  - 5.5.4. In exceptional circumstances, NGen may request an Independent Accountant's Report to

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validate Project spend and amounts claimed for reimbursement. The Report is to be prepared by an individual or company who is a member in good standing of an institute or association of accountants incorporated by or under an act of the legislature of a Province of Canada and not an employee of the Participant organization. Such exceptional circumstances may include:

- 5.5.4.1. withdrawal from the Project,
  - 5.5.4.2. termination of the Project,
  - 5.5.4.3. a claim disclosing expenditure substantially greater than the Financial Forecast,  
or
  - 5.5.4.4. NGen has reasonable grounds to suspect a breach of this Agreement has occurred or is likely to occur.
- 5.5.5. Written confirmation from the Participant that the representations, warranties and covenants contained in this Agreement are true at the time of making the Claim and the Participant is not in default of compliance with any terms of this Agreement, as set forth in the Finance Claim Certification.
- 5.6. When making Claims pursuant to Section 5.5, the following applies:
- 5.6.1. Federal and provincial income taxes, goods and services taxes, excess profit taxes or surtaxes and/or special expenses in connection with those taxes are **not** an eligible cost for Funding reimbursement. Claims submitted should be for amounts net of taxes;
  - 5.6.2. Claims must be for eligible costs incurred and paid for wholly completed Quarters only, and only one Claim per Participant can be submitted in each Quarter; and
  - 5.6.3. Once a Claim and the supporting documentation set out in Section 5.5 has been received by NGen, the corresponding Funding will normally be paid within forty-five (45) days, unless it is necessary for NGen to seek further information to support the Claim.
- 5.7. NGen shall be under no obligation to pay any Claim received by NGen more than **sixty (60) days** after the Quarter during which the eligible cost(s) specified in the Claim was incurred and paid for by the Participants.
- 5.8. NGen shall be under no obligation to make any payment on Claims received later than **three (3) months** after Project End Date, and there will be a general presumption that Claims received after this date will not be paid.
- 5.9. If the Financial Forecast submitted to NGen has been inaccurate, NGen will not be required to pay the full Claim as per the timing defined in Section 5.6.3 until an accurate Financial Forecast is submitted.
- 5.10. Notwithstanding the provisions of Section 5, NGen is under no obligation to pay more than 85% of the Funding to the Participants as per Section 5.2 until all outstanding Claims with supporting information, and the Project reporting and monitoring obligations as set out in Section 3, have been received, such approval not being unreasonably withheld or delayed.
- 5.11. NGen and the Participants are jointly and individually responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this Agreement comply with all applicable rules, as outlined in Section 9. Such records shall be maintained for 7 years following the receipt of the Funding and shall be made available to NGen and the Minister of ISED within a period of five (5) business days if requested.

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- 5.12. Participants must maintain all accounts and records relating to the Project, including financial records, key performance indicators, and any other Project information, data, results and explanations relating to the use of Funding expended in the Project, and guarantee access to those books and accounts for a minimum of seven (7) years after the termination of the Project to NGen, or an independently appointed Auditor (the “**Auditor**”). Participants agree to provide access to such accounts and records relating to the Project within five (5) business days of notice. If an audit determines that the Participants should repay Funding to NGen or that there has been non-compliance with the terms and conditions of the Agreement, NGen reserves the right to recover the cost of the Auditor’s work on this Project from the Participants, jointly and severally.
- 5.13. NGen will not pay out Funding for any eligible costs incurred past March 31, 2026. The final Claim must be completed and submitted to NGen no later than April 30, 2026. Claims submitted after April 30, 2026, will not be processed.
- 5.14. In the event that NGen provides a portion of the Funding through an advance payment (“Advances”), the Advances are subject to all the terms and conditions for Funding and Claims in sections 5.2 through 5.13, with the exception that the Claim will be reconciled against the Advances rather than reimbursed. The Participant will be provided with a formal Advance breakdown in writing from NGen. The total amount of the Advances will be at the sole discretion of NGen.
- 5.15. If after reconciliation NGen determines that Participants are in possession of unreconciled Funding from Advances, then NGen reserves the right at their sole discretion and decision to alter the timing, amount, or request return of an overpayment of Funding as per section 7.4, or deduct from future Claim reimbursement payments. If the Project or this Agreement is terminated for any reason or if NGen makes a decision to suspend or withdraw funding as per Section 7, Participants will be required to submit a Claim, and should NGen determine that a Participant is in possession of unreconciled Funding, it is considered an overpayment of Funding and the Participant will be required to return the overpayment of Funding as per section 7.4 to NGen.

### **6. Changes to the Project**

- 6.1. In the event that during the period of the Project, any material change to the Financial Forecast, Project Plan or Commercialization Plan occurs, or is likely to occur, including:
- 6.1.1. the expected delivery date is extended or outcome for any work package or the Project as a whole; or
  - 6.1.2. the Project’s costs, budget, or allocation of costs between budget line headings that exceed \$50,000.00; or
  - 6.1.3. the ability of the Participants to deliver the Project in accordance with the Project Plan or the Commercialization Plan;

then the Lead Participant covenants and agrees that it will obtain gain approval in writing from NGen’s SPM promptly and work with NGen to ensure a mutually acceptable beneficial arrangement can be agreed. If NGen determines it necessary, the Parties will execute an amendment to this Agreement to reflect the change in the arrangement. In the event that a mutually acceptable beneficial arrangement cannot be agreed upon, the Participants shall be deemed to be in breach of the covenants contained in this Agreement.

### **7. Suspension, withdrawal, and repayment of Funding**

- 7.1. Pursuant to this Agreement, there may be occasions when NGen is required to suspend, withdraw, or seek repayment of the Funding in whole or in part. In doing so NGen shall act reasonably and in

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consultation with the Participants. NGen will use reasonable efforts to minimize the impact of any such actions on the ability of the Participants to deliver the Project's outcomes as set out in the Project proposal, Project Plan, and Commercialization Plan. In such circumstances, NGen will notify the Participants and, where reasonable, work with the Participants to resolve any underlying issues before taking such action.

- 7.2. NGen may immediately **suspend** Funding payments to any one or more Participants in the event of any of the following reasons listed, but not limited to:
- 7.2.1. the failure of a Participant to provide any of the information required in Sections 3 to 5;
  - 7.2.2. the reasonable suspicion of fraud involving a Participant;
  - 7.2.3. failure to maintain satisfactory progress on the Project in accordance with the Project Plan;
  - 7.2.4. any material changes to the proposed outcomes of the Project as per Section 6 that has not been approved by NGen in writing;
  - 7.2.5. the Project is insufficiently resourced or managed to achieve delivery in accordance with the Project Plan;
  - 7.2.6. the material failure of a Participant to use reasonable efforts to progress the Project or perform the work it agreed to perform under the Project Plan, Collaboration Agreement, and/or Commercialization Plan submitted to NGen; or
  - 7.2.7. a Participant breaches or otherwise fails to comply with, or observe, any representation, warranty or covenant set out in this Agreement.

In the event that NGen suspends the Funding in accordance with this Section 7.2, the Funding will remain suspended until the event giving rise to the suspension has been rectified by the Participant(s), to the satisfaction of NGen, within a maximum of fourteen (14) days of that breach having been notified, or within such longer time scale as determined by NGen in its sole and absolute discretion.

- 7.3. NGen may **withdraw** future Funding payments to one or more Participants in the event of any of the following reasons listed:
- 7.3.1. the Participants fails to remedy the event giving rise to the suspension of the Funding in the time scales permitted by Section 7.2 if such breach is remediable, or if such a breach is not reasonably remediable within such time period, upon the occurrence of the event giving rise to the suspension of the Funding;
  - 7.3.2. any error in the Project proposal which significantly changes the expected benefits accruing from the Project or its exploitation, and corrective action cannot reasonably be taken by the Participants;
  - 7.3.3. a Participant becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due, or a Participant does or suffers anything substantially equivalent to any of the foregoing;
  - 7.3.4. there is any change in the legal status of a Participant, or a change in the actual or beneficial ownership or control of a Participant, either by means of a single transaction or series of related transactions, by which a person directly or indirectly, acquires more than 50% of the ownership or economic interests in a Participant or acquires control over more



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than 50% of the ordinary voting power for the election of directors or other governing position (“**Change of Control**”), where the prior written consent of NGen was not obtained to confirm that the Change of Control does not affect the Participants ability to meet its obligations under the Terms and Conditions of the Agreement;

- 7.3.5. termination of the contribution agreement between NGen and the Crown with respect to the Funding;
  - 7.3.6. where the funding provided under the contribution agreement between NGen and the Crown is insufficient funding to meet future Funding payments, including as a result of NGen overcommitting the amount of funding it will receive under the contribution agreement; and
  - 7.3.7. After the date of March 31<sup>st</sup>, 2026 NGen will automatically withdraw future Funding, as per section 5.13.
- 7.4. NGen may require **repayment** of Funding already paid from one or more Participants in the event of any of the following reasons listed:
- 7.4.1. an overpayment of Funding has occurred, whether disclosed by a report or otherwise;
  - 7.4.2. it is found that a Participant, knowingly or unknowingly, has provided false information associated with, or in support of, its application for Funding or in the Proposal;
  - 7.4.3. NGen has reasonable grounds to believe that a Participant has committed fraud, or claimed Funding against ineligible costs or costs not actually incurred and paid;
  - 7.4.4. the Funding being used for purposes unconnected with the Project; or
  - 7.4.5. the Participant has breached any Representation, Warranty or Covenant contained in this Agreement.

In the event that NGen requests repayment of the Funding in accordance with this Section 7.4, the Participant shall make repayment within 5 business day of such request.

- 7.5. **Repayment** of Funding will include interest from the day of demand at the Interest Rate as specified in section 5 of the Government of Canada’s *Guide to Interest and Administrative Charges Regulations*.
- 7.6. NGen reserves the right to not consider new applications from Participants who consistently underperform in the Project and/or fail to meet the requirements as set out in Sections 3,4,5, and 6 of this Agreement.
- 7.7. This Agreement will terminate on the earlier of (i) the Project End Date, and (ii) the date that future funding payments are withdrawn pursuant to Section 7.3. Notwithstanding the termination of this Agreement, the rights and obligations of the Parties set forth in Sections 3.5, 5, 7, 8, 10, 11, 12, 13, 14 and 15, shall survive termination and remain in full force and effect.

## 8. **Confidentiality and Information Management**

- 8.1. “**Confidential Information**” means any information relating to a Participant or its business that is of a confidential or proprietary nature and that is marked as “confidential”, including: i) information relating to the assets, business plans, customers, employees, equipment, financial statements and financial performance, intellectual property, inventory, market strategies, operations, pricing, products, suppliers, and trade secrets of the Participant; and ii) all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data,

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studies, derivative works, reproductions, copies, extracts, summaries or other documents containing or based upon, in whole or in part, any of the foregoing.

- 8.2. NGen acknowledges and agrees that: i) the Participant is the exclusive owner of all right, title and interest in and to the Confidential Information; and ii) NGen has no right, title, licence, or interest in or to the Confidential Information, except for the right to view the Confidential Information for the purpose of reviewing, processing, making enquiries about, monitoring, assessing, referring or otherwise dealing with the Project. (the "**Purpose**").
- 8.3. The Participant will disclose Confidential Information to NGen upon the following conditions: (i) NGen will hold all Confidential Information in trust for the Participant and will not use any of the Confidential Information, at any time or in any manner, except as is required for the Purpose; and (ii) NGen will limit the disclosure of the Confidential Information to those of its representatives who have a need to know the Confidential Information to assist NGen in in the Purpose and who are contracted by NGen and informed of the confidential nature of the Confidential information and bound by legal obligations of limited use and nondisclosure.
- 8.4. Except as specifically permitted by the Agreement NGen shall retain Participants' Confidential Information in confidence and shall not disclose such Confidential Information without the consent of all Participants.
- 8.5. NGen reserves the right to request from the Participants access to any additional information deemed necessary by NGen to measure and report to ISED on the financial, economic, and ecosystem impact of the Funding, this does not include the technical details of the Participants Intellectual Property. The Participants must provide or allow access to such requested information within two (2) weeks of such a request.
- 8.6. Notwithstanding the foregoing, each Participant explicitly acknowledges and agrees as follows:
  - 8.6.1. In accordance with the contribution agreement between NGen and His Majesty The King in Right of Canada (the "**Crown**") , as represented by the Minister of Industry (the "**Minister**"), NGen may be required to disclose to the Crown or other governmental authorities' certain information which may constitute Confidential Information. Such information may include: (i) information relating to the Project, its location and the discipline to which it relates, (ii) copies of any agreements entered into between the Parties, including this Agreement, and (iii) any information requested by such governmental authorities in order for it to assess the performance of the Participant and the use of any monies advanced by NGen to the Participant including but not limited to completed Project Monitoring Workbooks, Claims and supporting documentation, Project documents including updated versions thereof from section 1, IP data/information as spelled out in section 10 and the Project IP Repository Template (an electronic copy to be provided), financial performance, project metrics and key performance indicators, funding impact measures related to the financial impact of the funding, economic impact for Canada, improvements to the ecosystem, and information listed in the Final Report (collectively, the "**Requested Information**").
  - 8.6.2. Any governmental authorities to which NGen may disclose the Requested Information in accordance with this Section 8 may be subject to the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), the *Access to Information Act* (Canada) or comparative federal, provincial or municipal legislation, with respect to, and protection of, information under their respective custody and control (collectively, "**Access to Information Legislation**").
  - 8.6.3. All Requested Information may be made available to the public unless such Requested Information is exempt from access by and disclosure to any other persons pursuant to a provision of the applicable Access to Information Legislation.

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- 8.6.4. NGen shall not be liable or responsible for any loss or damage of any kind or nature suffered or Incurred by the Participant as a result of any Requested Information being accessed by or disclosed to any person by NGen or any governmental authority pursuant to any Access to Information Legislation.
- 8.6.5. In particular, but without limiting in any way the generality of the foregoing, the Participant acknowledges and agrees that NGen is not responsible for (i) determining whether any Requested Information is exempt from disclosure under the Access to Information Legislation, (ii) ensuring NGen or any governmental authority complies with any Access to Information Legislation, (iii) ensuring notice of any kind is provided to the Participant of any request or requirement to disclose any Requested Information pursuant to any Access to Information Legislation, or (iv) contesting any request or requirement to disclose any Requested Information pursuant to any Access to Information Legislation.
- 8.7. the Participants agree that the Minister and NGen may publicly disclose the Participant's name, the amount of the Funding, a description of the nature of the Project, the date and value of this Agreement or any subsequent amendment, amounts advanced or paid pursuant to this Agreement.
- 8.8. In addition to the above, the Participant waives any confidentiality rights to the Requested Information to the extent such rights would impede the Crown, or such other governmental authority to whom NGen is required to disclose the Requested Information from fulfilling his obligations in any dispute before the World Trade Organization or under any free trade agreement, in which the Crown is a party or a third-party intervener. The Minister is authorized to disclose the Requested Information and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of His Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Participant shall be notified of such disclosure.

### 9. **Representations, Warranties and Covenants of Participant**

9.1. Each Participant represents and warrants in favour of NGen as follows:

- 9.1.1. Participant represents that it is duly incorporated under the laws of Canada and it is validly existing and in good standing, under the laws of each jurisdiction which govern it, and has all necessary corporate power and capacity to enter into and perform its obligations in respect of the Project and has contemplated under this Agreement.
- 9.1.2. The Participant has the requisite power to own its assets either directly or through an affiliate and to carry on the Project.
- 9.1.3. The Participant has taken all necessary action to authorize the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement and otherwise in connection with the Project.
- 9.1.4. The execution, delivery and performance of this Agreement and the obligations of the Participant with respect to the Project or as contemplated under this Agreement, do and will not breach or result in a default under (i) any of its constating documents, (ii) any contract or covenant by which it is bound, or (iii) any laws applicable to the Participant.
- 9.1.5. The Project is not already approved for receipt of funding by a governmental authority, nor is the Project currently in progress by the Participants.

## NGen Offer Letter and Master Project Agreement

- 9.1.6. The Participant confirms that they are able to meet their financial obligation to the Project and are not a company in financial difficulty, bankruptcy, or insolvency, are not in receivership or taking the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors, and commits to informing NGen as soon as reasonably practicable of a change in this status. NGen reserves the right to terminate this Agreement if the Participant's status changes.
- 9.1.7. The Project is not a "designated project" or a "project" under the *Impact Assessment Act* (S.C. 2019, c. 28), and the Applicants will ensure that the Project does not become a "designated project" under the *Impact Assessment Act*.
- 9.1.8. The Participant is in compliance with Sanctions; and neither the Participant nor any of its officers or directors is a Designated Person; and the Participant will conduct its business at all times in compliance with Sanctions. "**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the Government of Canada (under the *Special Economic Measures Act* (S.C. 1992, c. 17) or otherwise). "**Designated Person**" means a person that is (i) designed under the *Special Economic Measures Act*, or (ii) listed on any other Sanctions-related list maintained by the Government of Canada, or (iii) listed on any other Sanctions-related list or is a "designated person" under any applicable Canadian law.
- 9.2. Each Participant covenants and agrees that:
- 9.2.1. The Participant shall not provide funding of any amount to a government department, agency, or organization as defined in section 2 of the *Financial Administration Act*, provided that this does not include fees paid to acquire services from any such department.
- 9.2.2. NGen is not responsible for obtaining or providing funding for the Project other than the Funding, in accordance with the terms and conditions of this Agreement.
- 9.2.3. The Participants are solely responsible for providing and obtaining any funding, in addition to the Funding, required to carry out the Project and the fulfilment of the Participant's obligations under this Agreement.
- 9.2.4. The Participants shall not amend the Collaboration Agreement without the prior written consent of NGen.
- 9.2.5. The Participant shall obtain prior written consent of NGen to confirm that the Change of Control does not affect the Participants ability to meet its obligations under the Terms and Conditions of this Agreement.
- 9.2.6. The Participants will retain possession and control of all Project Assets, for so long as retention or possession and control is necessary for the completion of the Project, providing that a Participant may transfer any rights in Project Assets as long as it retains any rights or licenses related to such Project Asset that are necessary for the completion of the Project. The above applies unless the Project Asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the Project Asset are used for the acquisition of the replacement. ("**Project Asset**" means an asset which, in whole or in part, has been acquired, created, developed, advanced and/or contributed to by the Funding, but does not include FIPR (as defined in Section 10.1.2).
- 9.2.7. The Participant's board of directors is not, and will not be, controlled by representatives or agents of the Crown.
- 9.2.8. Participant shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Participant or the Project, or both including statutes,

## NGen Offer Letter and Master Project Agreement

regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program that may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies, and in case of which certifies that it has done so.

- 9.2.9. The Participant will provide NGen and the Minister with reasonable access to any Project site for the purposes of ensuring the progress of the Project and verification of Project Assets.
  - 9.2.10. The Participants will carry out the Project in a diligent and professional manner using qualified personnel in accordance with the Proposal, Project Plan and Commercialization Plan.
  - 9.2.11. The Participants will carry out the Project in Canada, unless otherwise agreed to in writing by NGen.
  - 9.2.12. The Participants will carry out the Project in accordance with the Project Plan and Commercialization Plan, including expending the amounts on the Project as set forth therein.
  - 9.2.13. In carrying out the Project, the Participants shall comply with all of NGen's policies, guides and instructions, as may be amended from time to time.
- 9.3. Further to Sections 7 and 9 NGen may suspend, withdraw or seek repayment any or all of the payments and/or require repayments of Funding already paid, **together with interest from the date of payment as per 7.5**, if NGen is required to do so as a result of a decision by ISED or the Crown arising from a breach of any representations, warranties, and covenants contained in this Agreement.

## 10. Intellectual Property

10.1. For the purposes of this Section 10, the following terms have the following meanings:

- 10.1.1. "**BIPR**" means the IPRs developed prior to the beginning of the Project or developed independent of the Project and required for the carrying out of the Project or for the exploitation of the FIPR.
- 10.1.2. "**FIPR**" means all Intellectual Property conceived, produced, developed or reduced to practice in carrying out the Project, by the Participant or any of their employees, agents, contractors or assignees, and all rights therein, but does not include BIPR as defined in this Agreement.
- 10.1.3. "**Intellectual Property**" is defined as all inventions, whether or not patented or patentable, all commercial and technical information, whether or not constituting trade secrets, and all copyrightable works, industrial designs, integrated circuit topographies, and distinguishing marks or guises, whether or not registered or registrable.
- 10.1.4. "**IPR**" means any common law principle or statutory provision which may provide a right in Intellectual Property.

10.2. For the avoidance of doubt, NGen has no interest in the ownership of any IPR, or other rights developed under or arising as a result of the Project, or in the terms of any IPR licences executed by the Participants, beyond ensuring that NGen's **Intellectual Property Plan (NGen IP Plan)** is adhered to; and the results and exploitation of the Project detailed in the Proposal and

## NGen Offer Letter and Master Project Agreement

Commercialization Plan are capable of being achieved. NGen also has no financial interest in or claim over any financial benefits arising directly or indirectly from the Project beyond the right to withdraw or reclaim the Funding as set out in Section 7.

- 10.3. Throughout the period of the Project the Participants shall make commercially reasonable enquiries concerning pre-existing third party IPRs that may adversely affect the achievement of the intended Project objectives and/or outcomes and shall use its best endeavours to ensure that there are no impediments to the effective carrying out of the Project and/or the exploitation of the Project's results. In the event of a successful claim being made against the Participants during the period of the Project for a breach of IPRs relating to the Project, NGen reserves the right to reclaim Funding paid.
- 10.4. Participants agree to adhere to the NGen IP Plan (available online at [www.ngen.ca](http://www.ngen.ca)), including the following (capitalized terms not otherwise defined herein have the meaning set out in the NGen IP Plan):
  - 10.4.1. Participants must maintain a Project IP Repository Worksheet (Annex 5, an electronic copy will be provided). The purpose of the Project IP Repository Worksheet is to serve as the confidential project-based IP Repository and will catalogue and track all (i) BIPR; and (ii) all FIPR used and created during the Project;
  - 10.4.2. Provide NGen on a Quarterly basis an updated Project IP Repository Worksheet, via the online project portal (details to be provided).
  - 10.4.3. Provide NGen with patent, trademark, or other formal application details for BIPR and FIPR if/when applicable.
  - 10.4.4. Intellectual Property will be reviewed quarterly as part of quarterly PRM, as described in Section 3 of this Agreement.
  - 10.4.5. Participants commit to the sharing and diffusion of FIPR with NGen's members, consistent with the Intellectual Property Plan, including the following:
    - 10.4.5.1. Providing an updated list at the start of the Project of NGen members that the Participants, based on the initial list provided as part of the Proposal and with consultations with the NGen Intellectual Property Manager, believe would have a technological or business interest in the expected FIPR and a description of the interest, list should be included in the Project IP Plan developed pursuant to Section 1.1.6;
    - 10.4.5.2. Providing an updated list at the start of the Project of NGen members with whom the Participants, based on initial list provided as part of the Project proposal and with consultations with the Intellectual Property Manager, have indicated they would be willing to enter into negotiations regarding access to the expected FIPR and any applicable limitations related to such access, which list should be included in the Project IP Plan developed pursuant to Section 1.1.6;
    - 10.4.5.3. Subject to confidentiality and competitive issues agree to allow BIPR and FIPR to be added to the NGen member public **IP Registry**. FIPR is expected to be submitted to the IP Registry when the research and development work on that FIPR is completed and/or publicly disclosed; for example, but not limited to disclosure in a journal or magazine article, commercialized, or published on the owner's website. Access to the IP Registry will be available to all NGen members in good standing; and

## **NGen Offer Letter and Master Project Agreement**

- 10.4.5.4. A commitment from each Participant to, upon request, enter negotiations regarding access to their FIPR with members as listed per section 10.4.5.2, subject to any limitations to such access.
- 10.4.6. As per section 1.1.2 Participants must provide a Collaboration Agreement, a portion of which must include agreed to ownership and licensing terms with all Participants governing access to the BIPR and expected FIPR whilst adhering to NGen's Intellectual Property Plan, including:
- 10.4.6.1. A list and description of BIPR required for the Project, including the license(s) required for each of the Participants to complete the portions of the Project they are responsible for;
  - 10.4.6.2. A description of the expected FIPR and how it will be legally protected, and how it will be owned and licensed.
  - 10.4.6.3. Licensing and access to the FIPR which recognizes of the right of each Project Participant to access, on fair, reasonable and non-discriminatory terms and subject to relevant competitive issues, all FIPR, for at least internal research and development purposes.
- 10.4.7. Ensure that Participant employees, agents, contractors, and students have an obligation to assign any FIPR generated within the Project to their organization or one of the other Participant organizations.
- 10.4.8. Should disputes arise related to FIPR or BIPR, NGen will, as an initial step, offer its support to resolve these disputes amicably by means of informal mediation. Where such mediation is not successful, further mediation as per 14.1 is recommended, and if still unsuccessful the parties to the dispute will have recourse as set forth in their Collaboration Agreement, or as otherwise agreed between the parties to the dispute.
11. **Exploitation of Project Results**
- 11.1. The Participants are expected to promptly refine and update the Commercialization Plan, which is a key deliverable of the Project, to reflect the results as the Project progresses.
- 11.2. During the period starting on the date on which the final payment of Funding is made and ending five (5) years thereafter (the "Exploitation Period") the Participants shall take reasonable steps to exploit the results of the Project as set out in the Project proposal and/or Commercialization Plan, or by other means acceptable to the Participants and NGen.
- 11.3. On Project End Date, and for a period of up to 5 years thereafter, NGen may wish to evaluate the impact of Funding awarded to the Project. The Participants are expected to comply with all reasonable requests for information made for this purpose.
12. **Audits by Minister and Auditor General of Canada**
- 12.1. The Minister shall have the right to, when he determines necessary, on reasonable notice, at his cost, audit the books, records and financial statements of the Participants for the purpose of validating the use of Funding for the Project and ensuring compliance with the terms of this Agreement. If it is determined that the amounts paid exceed the amounts payable under this Agreement, the difference will be considered a debt due to the Crown and recovered as an overpayment. The Minister may discuss the results of said audits with the Participant and NGen and may publish the results and report them to Parliament.

## NGen Offer Letter and Master Project Agreement

- 12.2. The Minister shall have the right to, when he determines necessary, at his cost, conduct a performance (value-for-money) audit of the Participants in relation to the Funding. The Minister may discuss the results of said audits with the Participant and NGen and may publish the results and report them to Parliament.
- 12.3. If the report of an audit conducted pursuant to this section identifies any deficiencies, or provides recommendations for improvements or redress, the Participant shall, within ninety (90) days of receiving such report, implement timely corrective actions in respect of such findings or recommendations, and report back to the Minister.
- 12.4. The Participant shall at its own expense:
- 12.4.1. preserve and make available for audit and examination by the Minister, proper books, accounts and records for the purpose of validating the use of the Funding wherever such books and records may be located, and permit the Minister to, upon reasonable notice, conduct such independent audits and evaluations as the Minister in his discretion may require;
  - 12.4.2. upon reasonable notice, permit the Minister reasonable access to the Participant premises and Project documents, in order to inspect and assess the use of the Funding; and
  - 12.4.3. supply promptly, on reasonable request by the Minister, such other data in respect of its activities, projects and their results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 12.5. Any audits performed will be carried out by auditors selected by the Minister. The Minister will provide Participants with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 12.6. The Participant acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Participant or NGen, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Participant shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General: all records held by the Participant relating to the Project and the use of the Funding, and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to the Project and/or the Funding.
- 12.7. Notwithstanding the termination of this Agreement, the rights and obligations of the Parties set forth in Section 12 shall survive termination and remain in full force and effect until the date of March 31<sup>st</sup>, 2031.

### 13. **Publication of Information**

- 13.1. The Participants will provide public access to information relating to the use of the Funding to the greatest extent possible, excluding proprietary, confidential, or personal information.
- 13.2. NGen and ISED have the right to publicize the results of successful Proposals and Projects. This includes posting material on their websites, making references to Projects at events, social media activity, references in presentation material, and engagement with the media. In accepting the Funding, the Participants agree to NGen and ISED making publicly available on their websites the title of the Project, the public description of the Project already provided for publicity purposes, and the corporate identities of the Participants associated with the Project.



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- 13.3. Participants provide consent to being contacted by NGen, the Minister, and ISED in relation to success stories, announcements, ceremonies or other communications activities, and which specify that:
- 13.3.1. the Participants agrees to acknowledge the Minister's role in the Funding provided through this Agreement;
  - 13.3.2. the Participants consents to a public announcement of the federal contribution for the Project by the Minister or on behalf of the Minister in the form of a news release and/or event; and
  - 13.3.3. the Participants agree to display promotional material, branding and/or signage provided by the Minister at the event.
- 13.4. The Participants are actively encouraged to seek their own publicity in connection with the Project. NGen and ISED may, however, have specific requirements on timing, on occasions when a Government announcement is due to take place involving a specific project. If this happens, NGen and/or ISED will contact the Participants to request its publicity is aligned with the Government announcement and that it defers any publicity until an agreed date.
- 13.5. Should the Participants wish to publicize the Project (including by way of industrial events, direct public engagement or via media outlets) the Participants shall advise NGen at least one week in advance by email at [info@ngen.ca](mailto:info@ngen.ca) for approval on the content of statements and use of NGen's branding.
14. **Dispute Resolution**
- 14.1. In the event that a dispute arises out of or in connection with this Agreement between NGen and the Participants, the affected parties shall attempt to resolve the dispute through good faith negotiation, and will, if necessary resolve the matter through mediation or by arbitration, by a mutually selected mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
15. **General**
- 15.1. In the event that NGen's ability to deliver Funding is significantly affected by circumstances beyond its control, including changes in laws, Government or policy, or the amendment or termination of the contribution agreement between NGen and the Crown with respect to the Funding, it may, in its absolute discretion, terminate the Funding and discontinue payments to the Participants by giving the Lead Participant, with due regard to the circumstances, such reasonable notice as possible, and in writing, of its decision to terminate the Funding.
- 15.2. This Agreement shall enure to the benefit of and be binding upon the Parties, their successors and permitted assignees.
- 15.3. The Participant shall not assign, transfer, sub-contract, or in any other way extend to any third party any of its rights or obligations under this Agreement without the prior written consent of NGen. Any attempt by the Participant to assign this Agreement or any part of the Agreement, without the express written consent of NGen, is void.
- 15.4. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 15.5. This Agreement shall not create any partnership or joint venture, nor any relationship of principal and agent, between the Parties, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party.

## NGen Offer Letter and Master Project Agreement

- 15.6. Each Party intends that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any person, other than the Parties and no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit proceeding, hearing or other forum.
- 15.7. In connection with the Initiative, or NGen otherwise dealing with the Project, NGen may consult with the Participant regarding, among other things, the Project and the Participant's business or otherwise and NGen may provide information or recommendations to the Participant pursuant thereto (collectively, "**Consultations**"). With respect to the Consultations, the Participant acknowledges and agrees as follows: (i) the Consultations do not constitute advice, legal, financial or otherwise; (ii) the Participant is not relying, and is not entitled to rely, on the Consultations for any purpose whatsoever; (iii) any recommendation or information provided by NGen to the Participant pursuant to the Consultations is provided on an "as is" basis and, if implemented or acted upon by the Participant, does not constitute a guarantee of any kind or nature that the Participant will receive financial support from NGen, that the Project will be successful or that the Participant will receive any benefit whatsoever from the Consultations, and the Participant acknowledges and agrees that it has no such expectations in respect of the Consultations. Should the Participant choose to rely or act upon the Consultations, the Participant acknowledges and agrees that it has done so or will do so entirely at the Participant's own risk; and (iv) NGen makes no representations or warranties with respect to the Consultations or any information, advice or recommendations provided by NGen in connection therewith or the accuracy thereof. NGen accepts no duty, liability, obligation or responsibility to the Participant in respect of the Consultations, whether in contract, tort (including negligence) or otherwise, and will not be liable in respect of any loss, damage, cost, expense or penalty of any nature which is caused by any use the Participant may choose to make of the Consultations, or which is otherwise consequent upon the Consultations.
- 15.8. The Participants shall indemnify and hold harmless NGen, ISED, the Crown and its agents, officers, employees, project monitors, and servants ("Representatives") from and against all claims and demands, losses, damages, costs, expenses, actions and other proceedings by whomever made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from this Agreement or the Project or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising under this Agreement.
- 15.9. Notwithstanding anything to the contrary contained in this Agreement, NGen, ISED, the Crown and its agents, officers, employees, project monitors, and servants shall not be liable for any direct, indirect, special or consequential damages of the Participant nor for the loss of revenues or profits arising based upon, occasioned by or attributable to the execution of this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach of warranty, breach of fiduciary duty, or indemnification; and
- 15.10. To ensure that the indemnities and releases provided by the Participant to NGen's Representatives are enforceable, it is agreed by the Parties that NGen is acting as agent for its Representatives with respect to the indemnities and releases intended to be given to those Representatives under this Agreement, respectively. NGen agrees that it will hold any right to indemnification and/or release that any Representative of it is intended to have under this Agreement, respectively, in trust for that Representative, and that funds received by NGen in respect of any claims by any Representative of it will be held in trust for that Representative.
- 15.11. The Participant hereby irrevocably releases NGen, and its Representatives, from all claims of any kind which the Participant or its heirs, executors, administrators, legal representatives, successors and assignees, as applicable, ever had, now have, or may in the future have against NGen, or its Representatives, by reason of any cause, whether known or unknown, arising from, connected with, or in any way related to the Project or the Consultations or any related matter.

NGen Project No.

NGen Contract Ref No.

Contract Template Version 7.8 (2023)

Funding Stream/Agreement Type: PCAIS/MPA

## NGen Offer Letter and Master Project Agreement

- 15.12. The Participant further covenants and agrees not to make any claim or demand or commence any action against any third party who might claim contribution, indemnity or other relief against NGen or its Representatives in relation to the matters hereinbefore remised, released and/or discharged, and shall indemnify NGen or its Representatives for all losses and costs sustained by NGen or its Representatives in the event that such a claim is made.
- 15.13. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.14. If for any reason a provision of this Agreement that is not a fundamental term of the Agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or portion thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.15. Any notices, demands or other forms of communication required under this Agreement will be in writing and either delivered personally or by courier, sent by prepaid registered mail or transmitted by email or other functionally equivalent electronic means of transmission. Any such communication must be sent to the Party as follows:

to any of the Participants:                    at the address set for on the Acceptance of Conditional Offer, as executed by the Participant and delivered to NGen

to NGen:    at the address set forth on the Offer Letter

or at any other address as any Party may at any time advise the other by communication given or made in accordance with this Section. Any communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a business day then the communication will be deemed to have been given or made and received on the next business day. Any communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the communication is transmitted on a day which is not a business day or after 4pm (local time of the Participant), the communication will be deemed to have been given or made and received on the next business day.

### 16. **Entire Agreement**

This Agreement, the Proposal and any other agreements or documents to be delivered under this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the Parties, and there are no other representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement. No amendment to the terms of this Agreement will be binding unless and until confirmed in writing by, and on behalf of, NGen.

[signature page to follow]

**The undersigned hereby accepts to be bound to the Terms and Conditions of the Master Project Agreement, inclusive of the Offer Letter:**

Lead Participant

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Name:

Title:

Date:

*I have authority to bind the corporation.*

Participant 2

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Name:

Title:

Date:

*I have authority to bind the corporation.*

Participant 3

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Name:

Title:

Date:

*I have authority to bind the corporation.*

Participant 4

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Name:

Title:

Date:

*I have authority to bind the corporation.*