

PROGRAM AGREEMENT

This Agreement is made between ● (“**Host Organization**”) and Canadian Centre for Aging & Brain Health Innovation Development Inc. (“**CABHI**”), each a “**Party**” and collectively the “**Parties**”.

BACKGROUND:

WHEREAS the parties wish to engage in the project set out in Schedule “D” Project Charter (“**Project**”); and

WHEREAS CABHI is willing to make the Contributions described in the Project Charter to support the Project, subject to the terms and conditions set out in this Agreement.

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

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in **Error! Reference source not found.**
2. **General Terms.** The general terms that apply to and form part of this Agreement are attached as Schedule “B”.
3. **Schedules.** The following schedules are attached to and form an integral part of this Agreement:
 - Schedule “A” - Definitions
 - Schedule “B” - General Terms
 - Schedule “C” - Additional Terms
 - Schedule “D” - Project Charter (including Appendix 1 and Appendix 2)
 - Schedule “E” – Eligible Expense Guideline
4. **Project.** The Parties agree that the Project shall be performed in accordance with this Agreement, including the Schedules attached hereto.
5. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Start Date and continue until the End Date. Any extension of the Term shall require the approval of both Parties.
6. **Right to Terminate.** All obligations of CABHI hereunder may be immediately suspended or terminated, in whole or in part, at any time by CABHI giving written notice to the Host Organization, where CABHI determines, in its sole and unfettered discretion, that:
 - a) the Project will likely not be completed on schedule or on budget;

- b) interim results are unsatisfactory and demonstrate low likelihood of achieving anticipated outcomes, or one or more Milestones cannot be met or has not been met within the timeframe set out in Schedule “D” Project Charter;
- c) the Implementation Action Plan and Budget, as outlined in Schedule “D” Section 14, is not approved by CABHI at CABHI’s sole discretion (which shall not be considered a breach that may be remedied in accordance with this Section 6);
- d) the Host Organization has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement; or
- e) the Host Organization has defaulted on its obligations under this Agreement, including failing to provide the reporting and cooperation required under this Agreement.

In the event of a breach by the Host Organization of its obligations under this Agreement, which breach is not remedied within thirty (30) days following written notice from CABHI, CABHI shall, without limiting any other right or remedy it may have, have the right to withhold, delay or cease all or any part of further payments in respect of the Project, and/or recover any payments previously made by it to the Host Organization.

7. **Consequences of Termination.** On termination of this Agreement:

- a) all further Contributions by CABHI under this Agreement shall cease;
- b) CABHI shall have the right to recover an amount equal to all unspent or uncommitted Cash Contributions made by CABHI under this Agreement to Host Organization”.

8. **Contributions and Eligible Expenses.**

- a) The Parties shall make the Contributions toward the Project as set out in the Project Charter. CABHI will make the Contributions to the Host Organization in accordance with the terms of this Agreement including Schedule “C” and the timelines set out in the Project Charter.
- b) Notwithstanding anything else in this Agreement, Host Organization acknowledges and agrees that all Contributions to be made by CABHI, and CABHI’s obligations to make such Contributions, are entirely conditional on CABHI receiving sufficient allocated government funding to enable it to make payment of any financial components thereof, and that CABHI may terminate such obligations, in whole or in part, at any time by giving written notice to the Host Organization should CABHI not receive or possess funds sufficient for such purposes. Further, CABHI shall have the right to retain or withhold any portion of Contributions otherwise payable pending receipt of interim or final deliverables and/or reports due in respect of the Project.
- c) Host Organization shall use the Contributions it receives from CABHI only for the Project, only for eligible Project expenses in accordance with CABHI’s then current published eligible expense guidelines for the Program attached hereto as Schedule “E” – Eligible Expenses and updated from time to time, and in accordance with its Implementation Action Plan and Budget, to be approved by CABHI at CABHI’s sole discretion, as outlined in Schedule “D” Section 14.

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

9. **Reviews and Reporting.**

- a) Host Organization shall provide the reports and other documentation described in the Project Charter, in such form and with such content as specified by CABHI in writing from time to time. Host Organization also agrees to complete annual surveys for CABHI in relation to the Project and its impact and progress, and to cause any Collaborating Organizations involved in the Project to complete such surveys, for a period of five (5) years following completion of the Term.
- b) Host Organization agrees to collect the key performance indicators described in the Project Charter, and to facilitate such collection from any Collaborating Organizations involved in the Project, both during the Term and for a period of two (2) years thereafter, which shall be used by CABHI to evaluate the success of its programs and may be reported to the Government of Ontario and the Government of Canada respectively.
- c) Host Organization agrees to complete and submit a budget in accordance with the budget template, included as Appendix 2 of Schedule "D", and in accordance with the timing as set out in Section 14 of Schedule "D" for CABHI's approval.
- d) CABHI shall, on reasonable notice, have the right to conduct reviews of the Project including on-site inspections and/or audits of the records kept in accordance with Section 13 of Schedule "B". Host Organization agrees to cooperate with CABHI and to provide CABHI with reasonably necessary documents and reports in connection therewith.
- e) CABHI shall have the right to make the results and methods of the Project public. Host Organization agrees to cooperate with CABHI and to provide CABHI with reasonably necessary documents and reports in connection therewith. CABHI's dissemination of the results and methods would be of a general nature. CABHI does not intend to publish the Project details in academic peer reviewed journals or present the Project details at academic conferences.

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

volunteers, students, contractors, subcontractors and agents in the performance of or arising out of this Agreement or the Project.

11. **Limitation of Liability.** Notwithstanding any other term of this Agreement, no Party shall be liable to the other Party for loss of business or profit or for any special, indirect, punitive or consequential loss or damage, regardless of whether such loss or damage arises under contract, tort, or based upon strict liability or other theory of law or equity, where such loss or damage arose in connection with the Project. In no event shall CABHI's liability for damages arising out of the Project or under this Agreement exceed the total dollar value of the Contributions that CABHI is required hereunder to make to the Project.
12. **Intellectual Property.** It is agreed by the Parties that any and all Background IP of a Party which may be used in the performance of the Project will at all times remain the sole and exclusive property of that Party. No Party is granted any rights in the Background IP of the other Party under this Agreement except to the extent specifically set out herein. Host Organization represents and warrants that it has the right to use its Background IP required for the Project. It is agreed by the Parties that any and all Foreground IP shall be exclusively owned by the Party having developed such Foreground IP. No Party is granted any rights in the Foreground IP of the other Party under this Agreement except to the extent specifically set out herein.
13. **Insurance.** Host Organization shall obtain and maintain, at its own expense, comprehensive general liability insurance of not less than five million Canadian dollars (CAD \$5,000,000.00) per occurrence and any other insurance as the circumstances warrant that a prudent person would deem necessary to cover any liabilities that may arise under this Agreement. Each insurance policy or policies shall be written by responsible and recognized insurers qualified to do business in the jurisdiction(s) in which the Host Organization is located and shall name CABHI as additional insured. Host Organization shall provide a certificate of insurance to CABHI as evidence of such coverage if requested by CABHI. The general liability insurance policy shall include a cross liability clause, contractual liability coverage and a 30-day written notice period for cancellation, termination or material change.
14. **CABHI Acceleration Services.** From time to time during the Term, CABHI may provide information, advice or suggestions to Host Organization with regard to the Project. All decisions and actions taken by the Host Organization in connection with its business or otherwise that may be based upon any information, advice or suggestion received from CABHI, its affiliates or any of their employees, contractors, or agents (collectively, "CABHI Personnel") are solely the responsibility of the Host Organization. The Host Organization acknowledges that any information, advice or suggestions provided by CABHI Personnel are for educational purposes only and do not constitute financial, business or legal opinions of any kind. The Host Organization must not rely on any of that information, advice or suggestions without obtaining its own independent financial, business and legal advice, and CABHI disclaims all representations, warranties, guarantees, and conditions of any kind.
15. **Other Testing Organizations.** Host Organization may subcontract the performance of certain aspects of the Project to other organizations listed in the Project Charter (each, a "Collaborating Organization(s)") provided that each Collaborating Organization agrees in writing to be bound by the provisions of this Agreement relating to Insurance (Section 13), Confidentiality (Section 10,

Schedule “B”), Communications (Section 11, Schedule “B”), Record Keeping and Audits (Section 13, Schedule “B”) and Duties of the Host Organization (Section 2, Schedule “C”). Moreover, the Host Organization shall require each Collaborating Organization to provide such reports, use all funds received and otherwise to perform its duties in accordance with all terms of this Agreement that the Host Organization would be required to comply with if the work was performed by the Host Organization. Host Organization shall remain responsible for any obligations, services and functions performed by a Collaborating Organization to the same extent as if such obligations, services and functions were performed by Host Organization’s personnel, and for purposes of this Agreement such work shall be deemed work performed by Host Organization. Host Organization shall be the sole point of contact for CABHI.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. For all purposes of this Agreement and all other documents contemplated hereby, the signature of a Party, evidenced by a telecopy showing such signature or other electronically transmitted version of such signature (including by way of PDF), shall constitute conclusive proof for all purposes of the signature of such Party to such document, to the same extent and in all respects as a copy of such document showing the original signature of such Party.
17. **Capital Assets.** “**Capital Assets**” refers to any equipment that has a cost over ten thousand (\$10,000) with an estimated useful life greater than the Term, acquired by the Host Organization using the CABHI Contribution, which for greater clarity will be itemized on the Implementation Action Plan and Budget. During the Term, the Host Organization shall use the Capital Assets for the purpose of the Project, and shall not, except with the prior written consent from CABHI and in accordance with such terms and conditions as may be imposed by CABHI;
 - a. change the use of any such Capital Assets or permit them to be used for activities that are not directly related to the Project;
 - b. sell, exchange, transfer or dispose of any Capital Assets; or
 - c. pledge, mortgage, or permit the creation of any security interest, claim or lien against the Capital Assets.

CABHI may direct the Host Organization to repay any proceeds realized from the sale or transfer of Capital Assets, which occurs during the Term, to offset CABHI’s Contribution to Eligible Expenditures under this Agreement.

18. **Official Languages.** The Host Organization will consider opportunities to implement positive measures taken in support of the vitality of official language minority communities and to foster the full recognition and use of both English and French in Canadian society.

If the Project is targeting a community which includes a minority francophone population and/or is targeting the public on a national scope, then during the Term the Host Organization shall provide its Project-related public-facing services as well as its oral and written products and communications (including public signage, social media, documents, events, website, announcements, program calls) to the public in both of Canada's official languages (English and French) of equal quality and without delay.

The Host Organization will demonstrate in the Final Project Report how it meets these official language requirements for their Project activities or provide justification if both linguistic communities were not targeted. For greater clarity, the definition of minority francophone population is as identified by Canadian Heritage; <https://www.canada.ca/en/canadian-heritage/services/official-languages-bilingualism/publications/minority-communities.html>.

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

**CANADIAN CENTRE FOR AGING
& BRAIN HEALTH INNOVATION
DEVELOPMENT INC.**

[HOST ORGANIZATION]

Name: Allison Sekuler
Title: President and Chief Scientist
I have the authority to bind the Corporation

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

Name: Ryan Webster
Title: Director, Finance & Performance
I have the authority to bind the Corporation.

Schedule “A” DEFINITIONS

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

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

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

“**Background IP**” means any and all Intellectual Property which is proprietary to a Party as of the date of this Agreement or that is created outside of the Project.

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

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

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

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

“**CABHI Acceleration Services**” has the meaning given to this term in Section 14 of the main body of this Agreement.

“**Collaborating Organization**” has the meaning given to this term in Section 15 of the main body of this Agreement..

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

“**Contribution**” is an amount contributed by a Party with respect to the Project, whether in the form of a Cash Contribution, In-Kind Contribution or a combination of the two.

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

“**Final Project Report**” has the meaning given to this term in **Error! Reference source not found.**

“**Foreground IP**” means Intellectual Property that may be conceived, made, authored, discovered, reduced to practice or otherwise created by a Party during the course of the Project.

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

“**In-Kind Contribution**” means a non-monetary contribution that reduces the cash requirement of the Project.

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

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

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

“**Program**” means the Discover + Adopt (D+A) program.

“**Project Charter**” means the document attached as Schedule “D”.

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

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

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

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

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

Schedule “B”
GENERAL TERMS

1. **Interpretation.** The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or Section or other portion hereof. Unless otherwise specifically provided, references to Articles, Sections and Schedules are to articles and sections of, and schedules to, the main body of this Agreement. Words importing the singular number include the plural and vice versa and words in one gender shall include all genders. The term “including” means “including, without limitation” and shall not be construed to limit any preceding general statement to the specific items or matters immediately following it.
2. **Obligations upon Termination.** Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement shall cease except any provision that expressly or by its nature is intended to survive termination, including Sections 0, 8.d), 9, 10, 11 and **Error! Reference source not found.** of the main body of this Agreement, these General Terms, and Section 16 of Schedule “D” .
3. **No Waiver.** Except as otherwise expressly provided herein, the failure of a Party to exercise its rights herein upon the occurrence of any breach by the other Party of its obligations will not in any event constitute a waiver of such rights.
4. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that CABHI may assign this Agreement to an affiliate upon written notice to Host Organization. This Agreement and everything herein contained will inure to the benefit of and be binding upon the Parties and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
5. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein, without recourse to their rules on conflicts of laws. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes and actions related to this Agreement and the Parties hereby attorn to the jurisdiction of those courts.
6. **Relationship.** The Parties’ relationship under this Agreement is one of independent contractors and the Parties are not, will not be considered to be, and will not represent themselves to be, joint venturers, partners or agents of each other.
7. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
8. **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.

9. **Notice.** All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by mail or e-mailed to the addresses of the Parties as follows:

To: Centre for Aging & Brain Health Innovation (CABHI)
3560 Bathurst Street
Toronto, ON M6A 2E1
Attention: Ryan A. Webster, Director of Finance & Performance
E-mail: RWebster@cabhi.com

With copy to:
Aaron Bergner, Manager Finance & Operations
ABergner@cabhi.com

To:
Attention: ●
Email: ●

Any notice given by mail shall be deemed to have been received by the Party to whom the same is addressed on the fifth (5th) Business Day following the day upon which such notice has been deposited in a post office with postage prepaid. Any notice delivered personally or given by e-mail shall be deemed to have been received by the Party to whom such notice is so delivered on the following Business Day. A Party may change its address for notice at any time by delivering notice to that effect to the other Party.

10. **Confidentiality.**

- (a) A Party may disclose Confidential Information to the other Party to advance the completion and the performance of their obligations under this Agreement. Each Party agrees that such information will be safeguarded by it and only disclosed to persons with a need to know it within the receiving Party, or to its professional advisors or subcontractors who are bound by non-disclosure obligations at least as protective of the disclosing Party's interests as those contained within this Agreement. The Parties will take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties and shall use at least the same care as it takes to prevent the unauthorized disclosure of its own Confidential Information. Additional obligations regarding confidentiality may be set out in the research ethics board protocol for the Project (where applicable).
- (b) The obligation to keep Confidential Information confidential will not apply to information which:
- (i) is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it was already known;
 - (ii) is or becomes part of the public domain, other than as a result of a breach of this Agreement by the Party seeking to rely on this exclusion;

- (iii) is obtained from a third party, so long as such third party is not, at the time of such disclosure, bound by a confidentiality agreement or otherwise prohibited from transmitting the information to the receiving Party by a contractual, legal or fiduciary obligation;
 - (iv) is authorized for release by the disclosing Party;
 - (v) is required to be disclosed by law or order of a court, governmental tribunal or governmental agency, but the Party subject to such requirement will promptly notify the disclosing Party and give the disclosing Party a reasonable opportunity to seek a confidentiality order or the like;
 - (vi) in the case of CABHI, CABHI discloses to its funders, being the Government of Ontario and Government of Canada (or any of their Ministries or representatives); or
 - (vii) is contained in any of the reports or surveys to be delivered to CABHI pursuant to this Agreement.
11. **Communications.** Host Organization covenants and agrees to include (and to cause its employees, students, volunteers, agents, and any collaborating organizations to include) the following acknowledgement and credit with respect to CABHI's financial support (and the financial support of the Governments of Ontario or Canada, to the extent required) of the Project in all publications, communications and Innovations it offers or displays to the public that refer to the Project, in the manner as directed by CABHI from time to time. A Party may publicly disclose the general subject matter of this Agreement at any time.
12. **Force Majeure.** In the event that a Party is prevented or delayed from fulfilling any of its obligations herein by acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be so excused.
13. **Record Keeping and Audits.** Host Organization shall account for the Contributions and their use and shall keep good and valid records of such accounts in accordance with GAAP at all times. Host Organization shall make such records, including all related financial statements, books, payrolls, accounts, invoices, receipts, as well as all other records and reports related to the Project, available, at all times upon reasonable notice, to CABHI, the governments of Ontario and Canada and their agents (including the Auditor General of Ontario) for inspection, auditing and making copies thereof. Such records shall be maintained by Host Organization for a period of time no less than seven (7) years beyond the expiration of the Term.

**Schedule “C”
ADDITIONAL TERMS**

1. **Project Charter.** Host Organization shall comply with the terms and conditions set out in this Agreement, including the Project Charter. Host Organization shall commence the Project on the date set out in the Project Charter (or on such other date as CABHI and Host Organization agree) and shall complete the Project by the End Date.
2. **Duties of Host Organization.** Host Organization shall:
 - (a) Conduct the Project and perform its duties under this Agreement promptly, diligently, in a professional manner and in accordance with Applicable Laws;
 - (b) ensure that all personnel, assigned to conduct the Project are properly educated, trained and qualified for the work they are to perform;
 - (c) provide prompt notice to CABHI of any fact or information which has or may have a material effect on the Project or the ability of Host Organization to perform its obligations under this Agreement;
 - (d) if the Project involves human subjects, ensure prior to the Start Date that the research protocol is consistent with the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (“**TCPS**”) and is reviewed and approved by a research ethics board that adheres to the TCPS or other similar entity that is established to approve research based on ethical standards (the “**REB**”). Host Organization shall obtain REB approval for the Project, and carry out the Project in accordance with the research protocol and the informed consent forms reviewed and approved by the REB and comply with any conditions imposed by the REB. Host Organization shall at minimum obtain annual review and approval by the REB until the Project is completed and seek review and approval by the REB prior to making any amendment or modification to the approved research protocol. Host Organization shall retain a record of each REB approval, and provide CABHI with a copy of such records upon request; and
 - (e) ensure it has all necessary rights, licenses and approvals to enter into this Agreement and to conduct the Project.
3. **Contributions and Other Charges.** CABHI shall pay to Host Organization the Contributions in the total amount set out in the Project Charter and in installments tied to the dates and/or the Milestones being achieved to the satisfaction of CABHI, all in accordance with the CABHI Payment Schedule set out in the Project Charter.
4. **Required Reports.** CABHI shall own all of the reports that the Host Organization is required to provide to CABHI under this Agreement, including the Final Project Report referred to in the Project Charter. Host Organization shall ensure that it obtains all necessary waivers and rights from its staff, students, volunteers and Collaborating Organizations in order to grant ownership to CABHI of all such reports. CABHI shall have unrestricted ownership of all copyrights and other intellectual property rights to such reports, including, without limitation, the right to use, copy, reproduce, distribute, disseminate and publish.

Notwithstanding the above, Host Organization shall retain ownership in all of its Background IP, including the methodologies, processes, assessment and evaluation tools and technologies developed by Host Organization and used in performing the Project and generating the Final Project Report referred to in the Project Charter (such Background IP which is included in the Final Project Report, being referred to hereinafter as the “Background Tools”). Host Organization hereby grants to CABHI a royalty free, perpetual, irrevocable, non-exclusive license to use the Background Tools solely in connection with CABHI’s rights to the Final Project Report, and for no other purpose. Host Organization shall ensure that it obtains all necessary waivers and rights from its staff, students, volunteers and collaborating organizations, in order to grant this license to CABHI.

5. **Representations and Warranties.** Host Organization represents and warrants to CABHI that:
- (a) it has, and will have sufficient rights to the Intellectual Property that it purports to grant to CABHI in this Agreement; and
 - (b) use of the Host Organization’s Intellectual Property by CABHI in accordance with the terms and conditions of this Agreement will not infringe on the pre existing Intellectual Property of others in Canada or elsewhere.

**Schedule “D”
PROJECT CHARTER**

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

A. PROJECT OVERVIEW		
1.	Project Title	[Title]
2.	Project Description	<p>Host Organization wishes to address a, to be determined, pain point it faces. In order to do so, the Host Organization will utilize the CABHI Contributions and conduct key activities as described below.</p> <p>Host Organization will participate in CABHI Acceleration Service activities to gain access to CABHI tools, templates, and supports. Host Organization will engage appropriate stakeholders to; choose and refine a pain point, assess and select a solution vendor, plan the testing and implementation of the solution, and submit its Implementation Action Plan and Budget to CABHI for approval. Should the Implementation Action Plan and Budget not be approved by CABHI, the Project will end and the Program Agreement will terminate in accordance with terms of the Agreement.</p> <p>Following its own procurement policies and practices, Host Organization will procure the selected solution, and conducting testing and evaluation of the selected solution. Following the testing and evaluation of the selected solution, the Host Organization will make a longer term procurement decision and provide the Final Project Report including Financial Report to CABHI on its findings and decision.</p>
3.	Host Organization Lead	[Lead]
4.	CABHI Lead	Jenna Pirmohamed
5.	Approvals Required:	All applicable internal approval requirements of the Host Organization, including but not limited to any procurement and/or research ethics approvals.
6.	Responsibilities of CABHI	<p>In addition to the responsibilities set out elsewhere in this Agreement, the responsibilities of CABHI with respect to the Project are:</p> <ul style="list-style-type: none"> - Facilitate collection of Required Reports - Oversee the administration of Contributions to the Host Organization - Provide CABHI Acceleration Services associated with the Program
7.	Key Performance Indicators	Additional details are included in Appendix 1.
8.	Collaborating Organizations	
B. KEY DATES		
9.	Start Date	October 1, 2023

10.	End Date	October 31, 2024																										
11.	Milestones	<table border="1" data-bbox="448 237 1515 1035"> <thead> <tr> <th data-bbox="448 237 979 331">Milestone</th> <th data-bbox="979 237 1281 331">Expected Completion Date</th> <th data-bbox="1281 237 1515 331">Responsible Party(ies)</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 331 979 426">1. Start Date</td> <td data-bbox="979 331 1281 426">October 1, 2023</td> <td data-bbox="1281 331 1515 426">Host Organization</td> </tr> <tr> <td data-bbox="448 426 979 590">2. Refine pain point, assess, and select innovator to address pain point, plan testing and implementation of solution</td> <td data-bbox="979 426 1281 590">December 15, 2023</td> <td data-bbox="1281 426 1515 590">Host Organization</td> </tr> <tr> <td data-bbox="448 590 979 684">3. Submit Implementation Action Plan and Budget</td> <td data-bbox="979 590 1281 684">January 31, 2024</td> <td data-bbox="1281 590 1515 684">Host Organization</td> </tr> <tr> <td data-bbox="448 684 979 772">4. Approval of Implementation Action Plan and Budget</td> <td data-bbox="979 684 1281 772">February 28, 2024</td> <td data-bbox="1281 684 1515 772">CABHI</td> </tr> <tr> <td data-bbox="448 772 979 861">5. Sign procurement agreement with selected solution vendor</td> <td data-bbox="979 772 1281 861">April 30, 2024</td> <td data-bbox="1281 772 1515 861">Host Organization</td> </tr> <tr> <td data-bbox="448 861 979 949">6. Complete evaluative testing</td> <td data-bbox="979 861 1281 949">October 31, 2024</td> <td data-bbox="1281 861 1515 949">Host Organization</td> </tr> <tr> <td data-bbox="448 949 979 1035">7. Submit Final Project Report including Financial Report</td> <td data-bbox="979 949 1281 1035">November 30, 2024</td> <td data-bbox="1281 949 1515 1035">Host Organization</td> </tr> </tbody> </table>			Milestone	Expected Completion Date	Responsible Party(ies)	1. Start Date	October 1, 2023	Host Organization	2. Refine pain point, assess, and select innovator to address pain point, plan testing and implementation of solution	December 15, 2023	Host Organization	3. Submit Implementation Action Plan and Budget	January 31, 2024	Host Organization	4. Approval of Implementation Action Plan and Budget	February 28, 2024	CABHI	5. Sign procurement agreement with selected solution vendor	April 30, 2024	Host Organization	6. Complete evaluative testing	October 31, 2024	Host Organization	7. Submit Final Project Report including Financial Report	November 30, 2024	Host Organization
Milestone	Expected Completion Date	Responsible Party(ies)																										
1. Start Date	October 1, 2023	Host Organization																										
2. Refine pain point, assess, and select innovator to address pain point, plan testing and implementation of solution	December 15, 2023	Host Organization																										
3. Submit Implementation Action Plan and Budget	January 31, 2024	Host Organization																										
4. Approval of Implementation Action Plan and Budget	February 28, 2024	CABHI																										
5. Sign procurement agreement with selected solution vendor	April 30, 2024	Host Organization																										
6. Complete evaluative testing	October 31, 2024	Host Organization																										
7. Submit Final Project Report including Financial Report	November 30, 2024	Host Organization																										
C. FINANCIAL																												
12.	Contributions	<p data-bbox="440 1108 1279 1140">The Parties agree to make Contributions towards the Project as follows:</p> <table border="1" data-bbox="488 1171 1466 1455"> <thead> <tr> <th data-bbox="488 1171 711 1224"></th> <th data-bbox="711 1171 1013 1224">Cash Contribution</th> <th data-bbox="1013 1171 1466 1224">In-Kind Contribution</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1224 711 1283">CABHI</td> <td data-bbox="711 1224 1013 1283">\$ 100,000</td> <td data-bbox="1013 1224 1466 1283">\$ 0</td> </tr> <tr> <td data-bbox="488 1283 711 1367">Host Organization</td> <td data-bbox="711 1283 1013 1367">\$ 0</td> <td data-bbox="1013 1283 1466 1367">\$ X</td> </tr> <tr> <td data-bbox="488 1367 711 1455">TOTAL</td> <td colspan="2" data-bbox="711 1367 1466 1455">\$</td> </tr> </tbody> </table>				Cash Contribution	In-Kind Contribution	CABHI	\$ 100,000	\$ 0	Host Organization	\$ 0	\$ X	TOTAL	\$													
	Cash Contribution	In-Kind Contribution																										
CABHI	\$ 100,000	\$ 0																										
Host Organization	\$ 0	\$ X																										
TOTAL	\$																											
13.	CABHI Payment Schedule	<p data-bbox="440 1514 1515 1577">Subject to the terms and conditions of this Agreement, CABHI agrees to pay Contributions to Host Organization in installments as follows (the “CABHI Payment Schedule”):</p> <table border="1" data-bbox="467 1608 1487 1938"> <thead> <tr> <th data-bbox="467 1608 639 1654">Payments</th> <th data-bbox="639 1608 1013 1654">Milestone</th> <th data-bbox="1013 1608 1235 1654">Date</th> <th data-bbox="1235 1608 1487 1654">Amount in CAD</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 1654 639 1707">Payment 1</td> <td data-bbox="639 1654 1013 1707">Start Date</td> <td data-bbox="1013 1654 1235 1707">Start Date</td> <td data-bbox="1235 1654 1487 1707">\$ 5,000</td> </tr> <tr> <td data-bbox="467 1707 639 1860">Payment 2</td> <td data-bbox="639 1707 1013 1860">Receipt and CABHI approval of Implementation Action Plan and Budget Report</td> <td data-bbox="1013 1707 1235 1860">Est. February 2024</td> <td data-bbox="1235 1707 1487 1860">\$ 85,000</td> </tr> <tr> <td data-bbox="467 1860 639 1938">Payment 3</td> <td data-bbox="639 1860 1013 1938">Receipt and approval of Final Project Report</td> <td data-bbox="1013 1860 1235 1938">Est. Dec 2024</td> <td data-bbox="1235 1860 1487 1938">\$ 10,000</td> </tr> </tbody> </table>			Payments	Milestone	Date	Amount in CAD	Payment 1	Start Date	Start Date	\$ 5,000	Payment 2	Receipt and CABHI approval of Implementation Action Plan and Budget Report	Est. February 2024	\$ 85,000	Payment 3	Receipt and approval of Final Project Report	Est. Dec 2024	\$ 10,000								
Payments	Milestone	Date	Amount in CAD																									
Payment 1	Start Date	Start Date	\$ 5,000																									
Payment 2	Receipt and CABHI approval of Implementation Action Plan and Budget Report	Est. February 2024	\$ 85,000																									
Payment 3	Receipt and approval of Final Project Report	Est. Dec 2024	\$ 10,000																									

		TOTAL	—		\$ 100,000
--	--	--------------	---	--	-------------------

D. OTHER MATTERS

14. **Required Reports**

The following reports are required to be delivered by Host Organization to CABHI. The Host Organization shall gather any information necessary from the collaborating organizations for such reports. CABHI may, from time to time, require Host Organization to convene a meeting with the Collaborating Organizations to review these reporting requirements:

Report	Timing	Delivered By	Delivered To
Monthly Project Status Report	Each month during the Term	Host Organization	CABHI
Quarterly KPI Report	Thirty (30) days following the end of each calendar quarter during the Term, and two years following the End Date	Host Organization	CABHI
Implementation Action Plan and Budget (Budget template included as Appendix 2)	Ninety (90) days following the Start Date	Host Organization	CABHI
Final Project Report including Financial Report (in the format to be provided by CABHI)	Thirty (30) days following the End Date	Host Organization	CABHI
Annual Surveys for 5 years	On an annual basis during the Term and for five years thereafter	Host Organization	CABHI

APPENDIX 1
KEY PERFORMANCE INDICATORS

Appendix 2 PROJECT BUDGET REPORT TEMPLATE

[Template provided as example, section to be completed and signed by the most senior Financial Officer of the Host Organization alongside submission of Implementation Action Plan]

Project Title	Project Start	Project End
Discover and Adopt -		
Name of Project Lead	Host Organization	

REQUESTED/SECURED FUNDS	Amount
Requested from CABHI (\$CAD, should match amount indicated in EOI form field)	\$ -
Secured from other sources (in-kind, valued in \$CAD)	
Name of in-kind source #1	\$ -
Name of in-kind source #2	\$ -
Name of in-kind source #3	\$ -
GRAND TOTAL (should match below)	\$ -

PROJECT EXPENDITURES	TOTAL PROJECT VALUE (\$CAD)	Specify where expense/in-kind contribution is incurred	Source	
			Host/Third Party In-Kind	CABHI Cash
a) Personnel				
Salaries and benefits (existing personnel)	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Salaries and benefits (new personnel)	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Contracted and purchased services	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Other expenditures (provide detail)	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Total personnel costs	\$ -		\$ -	\$ -
b) Non-Personnel Related Costs				
Materials and supplies	\$ -	Source	\$ -	\$ -
Site preparation and training	\$ -	Source	\$ -	\$ -
Hardware, software and IT support	\$ -	Source	\$ -	\$ -
Professional and technical services	\$ -	Source	\$ -	\$ -
Participant costs	\$ -	Source	\$ -	\$ -
Office and administrative	\$ -	Source	\$ -	\$ -
Meetings and events	\$ -	Source	\$ -	\$ -
Minor equipment	\$ -	Source	\$ -	\$ -
Other expenditures (provide detail)	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Total non-personnel related costs	\$ -		\$ -	\$ -
c) Capital Assets (greater than \$10K CAD per item)				
	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Total equipment costs	\$ -		\$ -	\$ -
d) Travel				
Travel within Canada	\$ -	Source	\$ -	\$ -
International travel	\$ -	Source	\$ -	\$ -
Total travel costs (pre-approved by CABHI)	\$ -		\$ -	\$ -
e) Other				
	\$ -	Source	\$ -	\$ -
	\$ -	Source	\$ -	\$ -
Total other costs	\$ -		\$ -	\$ -
GRAND TOTALS	\$ -		\$ -	\$ -

SIGNATURES	
<p>I hereby certify that the above statement is correct; that the Budget conforms to the CABHI Eligible Expense Guideline, and is for the Project for which the contributions are made.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Project Lead</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	<p>I hereby certify that the above statement is correct; that the Budget conforms to the CABHI Eligible Expense Guideline, and is for the Project for which the contributions are made.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Financial Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>

Schedule “E”
ELIGIBLE EXPENSE GUIDELINE

Eligible Expenses means the dollar amount of the actual and verifiable expenses made by the Host Organization which are directly attributable to the Project and necessary for the completion of the Project, in accordance with activities under Schedule "C" Project Charter. Such Eligible Expenses are incurred and accrued by the Host Organization as of the Start Date through to and including the End Date.

Eligible Expenses are net of applicable HST input tax credits and other rebates, credits, or refunds the Host Organization has received, will receive, or is expected to receive. Expenses not described in the categories below require prior written approval of CABHI to be considered Eligible Expenses.

PRINCIPLES:

1. All Contributions must be used effectively, economically, and will be administered consistent with the ethical administration of public funds.
2. Contributions will support the direct costs of the Project for which the funds were awarded and must be associated with meeting the objectives of the Project, including its deliverables and milestones. Allocation of existing personnel or operating expenses to the Project are ineligible expenses unless they are clearly identifiable and attributable to the Project.
3. The Host Organization provides for indirect or overhead costs, such as the costs associated with providing facilities and basic utilities, the purchase and repair of office equipment, administrative costs, insurance, and the provision of basic communication devices such as telephones, computers, and fax machines. These Host Organizational costs must be considered incremental and identifiable to be considered eligible for funding. The allocation of Host Organizational costs based on a percentage of ongoing operational support of the Host Organization are ineligible.
4. The spirit of the Discover + Adopt Program is to support costs in Phase I through Phase III, where the Host Organization will identify a pain point, assess, and select existing innovative solution(s) from external companies that can be used to address the identified pain point, implement, and test the selected innovative solution(s) in their own setting, and ultimately, make a procurement decision. If the Host Organization successfully enters Phase IV of the program, additional Contributions shall be made to support the procurement engagement and general implementation activities, with the exclusion that Contributions shall not directly offset the cost of the procured innovative solution(s) itself. The Host Organization is expected to financially endorse its procurement decision, with CABHI Contributions supporting implementation costs.
5. The final determination of eligibility of expenditures rests with CABHI. Questions or requests for clarification can be directed to **CABHI Lead** identified in Schedule “D” - Project Charter.

ELIGIBLE EXPENSES

1. Salaries and benefits of personnel, or personnel from other organizations seconded to carry out the Project and/or new staff, permanently or temporarily hired to carry out the Project, including fees paid to individuals engaged on employment contracts. Salaries and benefits expenditures in respect of personnel engaged in the Project only be claimed in proportion to the amount of time spent working directly on the project as evidenced by timesheets or other appropriate records.
2. Costs associated with acquiring, maintaining, utilizing, storing, and evaluating the innovative solution(s) to be assessed, implemented, and tested in Phase I through Phase III of the program. This includes site preparation, training, staff backfill, implementation, and other costs directly related to hosting and evaluating the innovative solution(s) during the term of the Project. The acquisition or rental cost of the innovative solution(s) itself shall not exceed the fair market value price, up to a maximum of 20% of total Contributions.
3. Hardware costs directly associated with the Project, including installation and setup costs required for the Project not normally provided by the host organization, and with adequate justification. Hardware with an estimated useful life materially greater than one year, will be pro-rated to the duration of the Project.
4. Software costs, including digital tools, resources, access fees, costs of developing or digitizing web-based information, including website maintenance fees related to the Project.
5. Cost of acquisition or usage of specialized equipment pro-rated for the duration of the Project.
6. Advertising, marketing, and fees paid for the purpose of participant recruitment, user feedback, surveys, and other end user engagement activities.
7. Legal, accounting, and professional services or advice directly related with meeting the objectives of the Project including its deliverables and milestones, up to a maximum of 20% of total Contributions.
8. Meetings, events, and related costs pertaining to the Project (e.g., meeting room rentals or workspace) if space not available at Host Organization. Catering costs are ineligible.
9. Costs associated with report development and/or third-party evaluation, data collection, and analysis, including business plans, marketing plans, pitch decks, knowledge mobilization, dissemination of results or findings, and translation costs.

INELIGIBLE EXPENSES

1. Costs not directly associated with meeting the objectives of the Project including its deliverables and milestone.
2. Salaries, benefits, and fees paid that are unrelated to the Project such as extended benefits not included in employee group benefits plans by virtue of the collective agreement or the letter of employment,

performance pay, bonus, severance, separation, termination payments, maternity leave (including top up – portion not covered under EI), and compensation during extended absence.

3. Indirect costs, Host Organizational costs, and overhead allocated as a percentage of ongoing operational support of an organization.
4. The direct cost of the innovative solution(s) if procured in Phase IV of the program.
5. Inventory or goods purchased for resale.
6. Travel, meals, hospitality, entertainment expenses, and alcoholic beverages.
7. Legal, accounting, and professional fees associated with general corporate activities such as filing articles of incorporation, annual corporate filings, financial reorganization, issuance of securities or capital stock, prosecution of claims, tax filings, incomes taxes, fines and penalties, and the like.
8. Opportunity costs, being revenues foregone by Host Organization due to it not carrying out some beneficial activity because of its participation in the Project and related programs through this Agreement.
9. Capital costs such as, but not limited to, land, buildings, vehicles, and infrastructure costs - including depreciation of assets.
10. Expenses associated with lobbying government.
11. Federal and provincial income taxes, excess profit taxes or surtaxes and any special expenses incurred in relation to taxes.
12. Fines and penalties