

SPARK FUNDING AGREEMENT (BILATERAL)

This Agreement is made between **HOST ORGANIZATION** ("Host Organization") and Canadian Centre for Aging and Brain Health Innovation **Development** Inc. ("CABHI"), each herein individually referred to as a "Party" and collectively the "Parties".

WHEREAS the Parties wish to engage in the project "**PROJECT TITLE**" set out in the Project Charter;

NOW THEREFORE, 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 Schedule "A".
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" - Project Charter

Schedule "D" - Reports and Reporting Timelines

Schedule "E" - Confirmed Key Performance Indicators (KPIs)

Schedule "F" - Budget

4. **Project.** 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 of the Project Duration Period (the "End Date").
6. **CABHI 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;
 - c) one or more Milestones cannot be met or has not been met within the timeframe set out in the

Project Charter, including failing to obtain research ethics board approval or evidence of the non-applicability of such approval;

- 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 any other of its obligations under this Agreement, including failing to provide the reporting and cooperation required under Section 8.

In the event (i) of a default by the Host Organization of its obligations under this Agreement, which default is not remedied within thirty (30) days following written notice from CABHI, or (ii) one or more Milestones cannot be met or has not been met within the timeframe set out in the Project Charter, 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. Contributions and Eligible Expenses.** CABHI and the Host Organization shall make the Contributions toward the cost of the Project as set out in the Project Charter (Schedule "C") and Budget (Schedule "F"). CABHI agrees to release 90% of its Cash Contribution within thirty (30) days following receipt of this Agreement signed by the Host Organization, along with any other materials CABHI indicates it requires prior to advancing such funds. The release of the remaining 10% of CABHI's Cash Contribution is subject to receipt of all reports referred to in Schedule "D", satisfactory to CABHI, as well as the Host Organization's ongoing compliance with all of its other obligations hereunder. Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that all Contributions to be made by CABHI, and CABHI's obligations to pay such Contributions, are entirely conditional on CABHI receiving sufficient allocated government funding to enable it to make payment thereof, and that CABHI may terminate, suspend or revoke such obligations, in whole or in part, at any time by giving written notice to the Host Organization should it 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.

The Host Organization shall use the Contributions only in accordance with the Project Charter and Budget, and the published CABHI expense guidelines which may be amended by CABHI from time to time. If Host Organization has not spent the entire CABHI Cash Contribution by the End Date, or has not legally committed itself to spend the entire CABHI Cash Contribution by the End Date, then Host Organization shall reimburse CABHI for the unspent/uncommitted portion of the Cash Contribution within thirty (30) days following the End Date.

8. Reviews, Reporting and Right to Disseminate.

- a) The Host Organization shall provide to CABHI such reports with respect to the Project, its status, progress and projections, as required by CABHI, in such form and content and at such times as specified by CABHI in writing from time to time including, without limitation, the reports and reporting referred to in Schedule "D", including a final report after Project completion in a form to be provided by CABHI ("Final Project Report"), and annual surveys for a period of five (5) years following the term of this Agreement, and any other follow-up reporting reasonably required by CABHI following the Term of this Agreement.

- b) The Host Organization agrees to cooperate with CABHI in the collection of performance metrics relevant to the Project, which shall be used by CABHI to evaluate the success of its programs and shall be reported to the Government of Ontario and the Government of Canada in aggregate, omitting any Confidential Information.
 - c) CABHI shall have the right to make the results of the Project public, and to disseminate such results in a manner it determines appropriate. The Host Organization grants to CABHI a royalty free, perpetual, non-exclusive license to copy, reproduce, and distribute, in whole or in part, any reports, materials or surveys it delivers to CABHI under this Agreement or otherwise in connection with this Project. The Host Organization agrees to cooperate with CABHI and provide CABHI with reasonably necessary documents and participate in CABHI's publicizing the results of the Project.
- 9. Indemnity.** Subject to Section 10, each Party will indemnify, defend and save harmless the other Party including their respective officers, directors, employees, contractors, agents and students 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 under this Agreement; and (B) the willful or negligent act or omission of the indemnifying Party or its officers, directors, employees, contractors, agents and students during the performance or arising out of this Agreement or the Project.
- 10. Limitation of Liability.** 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 dollar value of the Contribution which CABHI is required hereunder to make to the Project. Except as expressly provided herein, CABHI, including its directors, trustees, officers, employees and agents, makes no representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, express or implied, including, without limitation, the merchantability or fitness for a particular purpose of any research results or intellectual property; and except as expressly provided herein, CABHI assumes no responsibility whatsoever with respect to design, development, manufacture, use, sale or other disposition of research results or intellectual property by any Host Organization.
- 11. Intellectual Property (IP).** CABHI makes no claim to ownership over any Intellectual Property required for the Project, or any Foreground IP.
- 12. Insurance.** The Host Organization shall obtain and maintain, at its own expense, comprehensive general liability insurance of not less than two million Canadian dollars (CAD \$2,000,000) 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 an additional insured. Host Organization shall provide CABHI with a certificate of insurance as evidence of such coverage, if requested by CABHI. The insurance policy shall include a cross liability clause, contractual liability coverage and a thirty (30) day written notice period for cancellation, termination or material change.
- 13. Research Ethics Board.** If the Project involves human subjects, the Host Organization shall ensure 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 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 also retain a record of each REB approval, and provide CABHI with copies of such records upon request. If REB approval is not required for the Project, Host Organization shall obtain a letter from the REB indicating that approval is not required and provide a copy to CABHI.

- 14. Commercialization.** If and when the Solution is commercialized (whether through the licensing, sale or other exploitation of the Solution), and if and when the Host Organization receives a royalty or any other form of payment in connection with such commercialization, then CABHI shall have the right to receive a reasonable royalty or payment from Host Organization, in an amount to be negotiated by the Parties. Prior to Host Organization either (i) commercializing the Innovation (if it is doing so on its own) or (ii) executing an agreement with a third party for a royalty or other form of payment in connection with such third party commercializing the Solution, Host Organization shall notify CABHI in writing and finalize the agreement with CABHI contemplated in this Section 14.

- 15. Licensing of Solution to CABHI.** In the event that Host Organization decides not to pursue the spreading and scaling of the Solution, for any reason, then Host Organization shall forthwith advise CABHI in writing. If CABHI wishes to continue expanding the spread and scale of the Solution, Host Organization agrees to engage in discussions with CABHI regarding the possible granting of a license to CABHI to permit CABHI to continue the spread and scale of the Solution.

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

**CANADIAN CENTRE FOR AGING AND
BRAIN HEALTH INNOVATION
ADVANCEMENT INC.**

{INSERT HOST ORGANIZATION}

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

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

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

SCHEDULE "A"

DEFINITIONS

"**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.

"**Budget**" means the document attached as Schedule "F".

"**Cash Contribution**" refers to a direct payment of Contribution in Canadian currency.

"**Confidential Information**" means the confidential business or technical information of a Party that is identified in writing by that Party at the time of its disclosure or identified orally as such by that Party at the time of its disclosure and confirmed in writing within two weeks of the oral identification.

"**Contribution**" means Cash Contribution and/or In-Kind Contribution.

"**End Date**" has the meaning given to this term in Section 5 of the main body of this Agreement.

"**Fair Market Value**" means the fair market value that an unrelated arm's-length party would have paid in Canadian currency for an In-Kind Contribution as of the date such Contribution is made to the Project.

"**Foreground IP**" refers to any and all Intellectual Property that may be conceived, made, authored, reduced to practice or otherwise created 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.

"**Host Organization**" has the meaning given to this term on the first page of the main body of this Agreement.

"**In-Kind Contribution**" means an indirect Cash Contribution or a non-monetary contribution that reduces the cash requirement of the Project. The value of each In-Kind Contribution to the Project is assessed at Fair Market Value.

"**Intellectual Property**" means any new and useful art, invention, drawings, discovery, know-how, innovation, concept, methodology, model, procedure, technique and specification, product, 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.

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

"**Project**" means the project or initiative described in the Project Charter.

"**Project Charter**" means the document attached as Schedule "C".

"**Project Duration Period**" means the period of time approved by CABHI for the completion of the Project following the Start Date.

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

"Start Date" means the project start date set out 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. **Obligations upon Termination.** Notwithstanding the termination or expiry of this Agreement, Sections 8, 9, 10 and 11 of the main body of this Agreement and these General Terms shall survive.
2. **Non 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.
3. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by any 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 a subsidiary or affiliate of CABHI upon written notice to the other Party. This Agreement and everything herein contained will inure to the benefit of and be binding upon each of the Parties hereto and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
4. **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.
5. **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.
6. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
7. **Entire Agreement.** This Agreement and the documents referenced herein constitutes the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.
8. **Notice.** All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or e-mailed to the respective addresses of the Parties as follows:

to: Centre for Aging and Brain Health Innovation
3560 Bathurst Street
Toronto, ON M6A 2E1
Attention: Ryan Webster, Director Finance and Operations
Tel: 416-785-2500 x2360
E-mail: rwebster@cabhi.com

to: **HOST ORGANIZATION**
Address: **HOST ADDRESS**
Attention: **PROJECT LEAD**
E-mail: **PROJECT LEAD EMAIL**

Any notice given by registered mail shall be deemed to have been received by the parties 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 and cost of registration 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.

9. Confidentiality. A Party may disclose Confidential Information to another Party to facilitate work under this Agreement. Each Party agrees that such information will be safeguarded and only disclosed to persons with a need to know it within the receiving Party. All Parties will take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties not bound by relevant nondisclosure agreements. The obligation to keep Confidential Information confidential will not apply to information which:

- a) 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 is already known;
- b) is or becomes part of public domain without material breach of this Agreement by the Party seeking to rely on this exclusion;
- c) is obtained from third parties which impose no related confidentiality obligations on the disclosing Party;
- d) is authorized for release by the disclosing Party;
- e) is required to be disclosed by law or order of a court, governmental tribunal or governmental agency or in the case of CABHI, by written agreement of CABHI with the Government of Ontario or Government of Canada (or any of its Ministries or representatives), 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; or
- f) is disclosed into the public domain through CABHI's dissemination rights.

These obligations of confidentiality and non-disclosure shall apply upon execution of this Agreement and continue for a period of seven (7) years following the end of the Project Duration Period except with respect to trade secrets and personal information which shall survive indefinitely unless and until the same fall under (b) or (e) above;

10. Communications. Host Organization covenants and agrees to acknowledge CABHI's contribution to the Project in all of its publications, communications, news releases and lectures that refer or relate to the Project.

- 11. Force Majeure.** In the event that any 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. In the event of a force majeure lasting for thirty (30) days or more, the non-affected Party shall have the right to terminate this Agreement on notice to the other Party.
- 12. Personal Information and Personal Health Information.** In the course of the Project, Host Organization may have access to, or may obtain, personal information, including personal health information. Host Organization agrees to comply with any applicable data privacy or data protection legislation regarding the collection, use and disclosure of any such information.
- 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 receipts for expenditure of the Contributions and all related books, payrolls, accounts, invoices, receipts and other vouchers, available, at all times upon reasonable notice, to CABHI, the governments of Ontario and Canada and their agents (including Auditors) for inspection, auditing and the making of copies thereof. Such records shall be maintained by Host Organization for a period of time no less than seven years beyond the Start Date.
- 15. 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 any 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.

**Schedule “C”
PROJECT CHARTER**

A. PROJECT		
1.	Project Title	(INSERT)
2.	Name of Project Lead at Host Institution	(INSERT)
3.	Names of the Collaborating Organizations and their lead team members	
4.	Background and Context	(INSERT)
5.	CABHI Project Lead	(INSERT)
6.	Description of Project	(INSERT)
7.	Approvals	[COMMENTARY: Describe compliance requirements and any regulatory or other approvals that are required before or during the implementation of the Project, as well as which Party is expected to obtain the approval.]
8.	Scope of Work of Host Institution	<p>In addition to the responsibilities set out elsewhere in this Agreement, the scope of work of Host Institution with respect to the Project (the “Scope of Work”) is as follows:</p> <ul style="list-style-type: none"> • Identify for CABHI those individuals at the Host Institution and each Collaborating Organization who will complete the Annual Surveys referred to in Section 8 (a) of the Agreement. • Assuming all necessary pre-approvals have been received, Host Institution will commence providing the Project on <insert date> OR the Start Date. • [Add any additional responsibilities] <p>COMMENTARY: Provide a detailed description of the responsibilities of Host Institution with respect to the implementation of the Project. The date for the Host Institution to begin the Project may be the same as the Start Date. If different, specify the start date for the Project here.]</p>
9.	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 project reporting (e.g. collection of KPIs, annual report, financial report, etc.) <ul style="list-style-type: none"> ○ See Schedule “D” for further information • Respond to project change requests as they arise

		<ul style="list-style-type: none"> Oversee the administration of funds to the Host Organization 															
10.	Key Performance Indicators	The attached Schedule E shall be completed by Host Institution and Collaborating Organizations															
B. KEY DATES																	
11.	Start Date	October 1, 2019															
12.	End Date	September 31, 2020															
13.	Project Duration Period	12 months															
14.	Milestones	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Expected Completion Date</th> <th>Responsible Party(ies)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table> <p>[COMMENTARY: The chart above is intended to capture the expected milestones and deliverables and their expected completion dates. The dates in this chart should be no earlier than the Start Date and no later than the End Date. This chart can also be used as the reference point if Contributions are to be staged by Milestone.]</p>	Milestone	Expected Completion Date	Responsible Party(ies)	1.			2.			3.			4.		
Milestone	Expected Completion Date	Responsible Party(ies)															
1.																	
2.																	
3.																	
4.																	
C. FINANCIAL																	
15.	Budget	Attached as Schedule F															
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	Cash Contribution	In-Kind Contribution															
CABHI Contribution	\$ (INSERT),(INSERT)	N/A															
Host Institution Contribution, if any	\$ 0	\$ (INSERT)															
Third Party Contributions	\$ 0	\$ (INSERT)															
Total Contributions	\$ (INSERT),(INSERT)																
17.	CABHI Payment Schedule (re Contributions Towards Cost of Project)	Subject to the terms and conditions of this Agreement, CABHI agrees to pay Contributions to Host Institution in installments as follows (the “CABHI Payment Schedule”):															

		Payment 1 (90%)	\$ (INSERT),(INSERT)	October 2019
		Payment 2 (10%)	\$ (INSERT),(INSERT)	Est. October 2020
		TOTAL	\$ (INSERT),(INSERT)	—
D. OTHER MATTERS				
18.	Additional Privacy Protections and Obligations, if any (Section 16 of the main body of this Agreement)			

**Schedule “D”
REPORTS AND REPORTING TIMELINES**

Report	Schedule
Monthly Project Status Telephone Call with CABHI Portfolio Manager	Monthly, due by the 10 th of each month
Quarterly KPIs Report	Quarterly, due by the 15 th of the month after the end of the quarters (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec)
Final Project Report including Financial Report	Within 30 days following the End Date

Schedule "E"
CONFIRMED KEY PERFORMANCE INDICATORS

Schedule "F"
BUDGET