

FUEL FUNDING AGREEMENT

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

BACKGROUND:

1. CABHI is an aging and brain health innovation hub working to promote excellence in aging and brain health for the benefit of the public and to facilitate the scaling and adoption of validated aging and brain health solutions and practices.
2. Recipient is an entity that has developed a validated aging and brain health solution (the “**Solution**”) as described in Section 2.4 of Schedule “B”.
3. Recipient has determined that it needs to complete certain Milestones (as hereinafter defined) in order to advance the research, development, validation and/or piloting of the Solution.
4. CABHI is willing to provide funds (the “**Contributions**”) to support the Milestones, in connection with the Project, subject to the terms and conditions set out in this Agreement.

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

1. **Definitions and Interpretation.**

- (a) Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule “A”.
- (b) 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.
- (c) Words expressed in the singular include the plural and vice versa and words in one gender include all genders.
- (d) The division of this Agreement into articles, sections, schedules and appendices and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Reference to a Section, Schedule or Appendix means the applicable section of or schedule or appendix to this Agreement.
- (e) The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or Section or other portion hereof.

2. **Schedules.** The following schedules and appendices are attached to and form an integral part of this Agreement:

Schedule "A"	Definitions
Schedule "B"	Project Charter Appendix B-1 - Project Budget Appendix B-2 - KPIs
Schedule "C"	Representations, Warranties and Covenants

3. **Term.** The term of this Agreement (the "**Term**") commences on the Start Date and ends on the End Date.

4. **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 Recipient, where CABHI determines, in its sole and unfettered discretion, that:

- (a) one or more Milestones cannot be met or has not been met within the timeframe set out in the Project Charter or a Required Report hasn't been delivered within the timeline set out in Project Charter; or
- (b) the Recipient has defaulted on any of its representations, warranties and covenants described in Schedule C.

In the event (i) of a default by the Recipient of its representations, warranties or covenants, 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 Milestones, and/or to recover any payments previously made by it to the Recipient that are unspent and uncommitted as of the date of its notice.

5. **Contributions.**

- (a) Subject to the terms and conditions in this Agreement, CABHI shall make the Contributions to Recipient in accordance with the schedule and associated milestones to be achieved by Recipient (the "**Milestones**") detailed in Section 1 of Schedule "B".
- (b) Recipient shall deliver a Milestone Report, in the form of the template provided by CABHI, prior to each scheduled Contribution being made. Ongoing payments by CABHI under the schedule in Section 1 of Schedule "B" are subject to CABHI's written confirmation that the applicable Milestone has been achieved based on objective criteria. CABHI will use commercially reasonable efforts to provide such confirmation within thirty (30) days of receiving the Milestone Report and/or meeting with Recipient to discuss such Milestone Report. Each Contribution will be paid by CABHI to Recipient within thirty (30) days of such written confirmation.
- (c) Notwithstanding anything else in this Agreement, Recipient acknowledges and agrees that all Contributions to be made by CABHI, and CABHI's obligations to make such Contributions, are conditional on, among the other conditions herein, 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 Recipient should CABHI not receive or possess funds sufficient for such purposes.

- (d) Recipient covenants to use the Contributions used only in accordance with the advancement and achievement of the Milestones, the Project Budget and CABHI's then-published eligible expense guideline(s).
- (e) Recipient is expected to account for its expenditure of the Contributions. Any overpayment or disallowed expenditure shall be repayable to CABHI. CABHI may deduct the said amount from any subsequent Contributions under this Agreement. Once returned, such amounts will not be considered part of the total Contributions.
- (f) Recipient covenants and agrees to contribute and provide accounting for equal matching of the Contributions towards the expenses of completing the Milestones, in accordance with CABHI's then published matching funds guideline(s).
- (g) Upon completion of all Milestones, any portion of the Contributions unused in accordance with this Section 5 will be returned by the Recipient to CABHI forthwith, reducing the total Contributions accordingly.

6. **Other Obligations.**

- (a) **Compliance with Laws.** During the Term, Recipient shall obtain and keep current any approvals, permits, licences, certificates, registrations, filings or other forms of authorization that are necessary for Recipient to complete the Milestones. Recipient is, and will be throughout the Term, in compliance in all material respects with all applicable laws of each jurisdiction in which it carries on business including, without limitation, all statutes, regulations, by-laws, ordinances and decrees. Recipient shall promptly notify CABHI of any breach of its obligations under this Section 6(a), upon becoming aware of same.
- (b) **Representations, Warranties and Covenants.** Recipient represents and warrants to CABHI as set out in Schedule "C" of this Agreement as of the Start Date, which representations and warranties will continue while this Agreement remains in effect. Recipient will observe the covenants set out in Schedule "C" to this Agreement while the Agreement remains in effect.
- (c) **Reports and Monitoring.**
 - (i) CABHI, and the governments of Ontario and Canada and their agents shall, on reasonable notice, have the right to conduct reviews of the Milestones and related records, including on-site inspections of any premises where the Milestones are being carried out. Recipient agrees to cooperate with CABHI and the governments of Ontario and Canada and their agents, and to provide them with reasonably necessary documents in connection therewith. CABHI and its personnel will, when accessing Recipient's premises, comply with all applicable policies and regulations of which they are made aware.
 - (ii) Recipient agrees, during the Term and for the number of years specified in Section 3 of Schedule "B" thereafter, at CABHI's discretion, to:
 - (A) complete annual surveys for CABHI; and

- (B) collect the key performance indicators described in Appendix B-2, 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.
 - (iii) Recipient shall provide prompt notice to CABHI of any fact or information which has or may have a material effect on the Solution, the Milestones or the ability of Recipient to perform its obligations under this Agreement.
 - (iv) Recipient shall deliver to CABHI, at the timing specified in Schedule "B", audited financial statements (or review statements or notice to reader statements if Recipient does not have audited financial statements), of Recipient (including a balance sheet of Recipient and statements of income, retained earnings and change in cash flow of Recipient), prepared in accordance with Canadian Accounting Standards.
- (d) **Publication and Recognition.**
- (i) Recipient shall attend the meetings and deliver the Required Reports in such form and with such content as specified by CABHI from time to time. CABHI shall own all of the Required Reports. Recipient 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 Required Reports.
 - (ii) CABHI shall have the right to make the overall outcomes and nature of the Project public, but will not publicly disclose Recipient's Confidential Information. Recipient agrees to cooperate with CABHI and to provide CABHI with reasonably necessary documents and reports in connection therewith. Recipient hereby grants to CABHI a limited, non-exclusive and non-transferable licence to use the trademarks, trade names, logos, emblems, Recipient descriptions and other distinctive brand elements of Recipient for use in reports and promotion of CABHI's programs.
 - (iii) The Recipient covenants and agrees to acknowledge CABHI's, and its funders, financial support towards the Project in all of its publications and communications to the public that relate to the Project, in the manner as directed by CABHI from time to time.
 - (iv) The Recipient shall give reasonable prior notice to CABHI of any proposed public announcements or ceremonies relating to the Project.
 - (v) The Recipient consents to being contacted by the Governments of Ontario or Canada in relation to success stories of the Project.

7. **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. Each Party 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.

- (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; or
 - (vi) is contained in any of the reports, including the Required Reports, or surveys to be delivered to CABHI pursuant to this Agreement or is provided by Recipient and disseminated by CABHI for the purpose of Section 6, with the exception of financial information about the Recipient that is not directly related to the Milestones.
- (c) Notwithstanding the foregoing:
 - (i) Recipient agrees that CABHI may disclose Confidential Information to its funders, being the Government of Ontario and Government of Canada (or any of their Ministries or representative); and
 - (ii) either Party may publicly disclose the general subject matter of this Agreement at any time.
- (d) This Section 7 will survive for a period of five (5) years after the end of the Term.

8. **Indemnity.** Recipient shall at all times indemnify and save harmless His Majesty, his officials, CABHI and their respective employees, officers, directors, members, volunteers, students, agents and servants from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- (a) the Project, its operation, conduct or other aspect thereof;

- (b) the performance or non- performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party for whom it is responsible in law;
- (c) the design, construction, operation, maintenance and repair of any part of the Project; or,
- (d) any omission or willful or negligent act or delay of the Recipient or a third party for whom it is responsible in law, and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of His Majesty, his officials, CABHI, or their respective employees, officers, agents or servants in the performance of their duties.

CABHI will indemnify and save harmless the Recipient including its officers, directors, members, shareholders, employees and agents from and against any and all claims and demands, losses, costs, damages, actions, suits or other proceedings caused by: (a) any default or breach by CABHI of any of its obligations, representations or warranties under this Agreement ; and (b) the omission or willful or negligent act or delay of CABHI or its officers, directors, members, shareholders, employees, volunteers, students, and agents in the performance of or arising out of this Agreement.

9. **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 this Agreement. In no event shall CABHI's liability for damages arising under this Agreement exceed the total dollar value of the Contributions that CABHI is required to make hereunder.
10. **Insurance.** Recipient shall obtain and maintain, at its own expense, comprehensive general liability insurance of not less than two million Canadian dollars (CAD \$2,000,000.00) 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 or in connection with the Solution or Recipient. Each insurance policy or policies shall be written by responsible and recognized insurers qualified to do business in the jurisdiction(s) in which Recipient is located and shall name CABHI as an additional insured. Recipient 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 thirty(30) day written notice period for cancellation, termination or material change.
11. **Records and Audit.** Recipient shall account for the Contributions and their use and shall keep good and valid records of such accounts at all times in accordance with Canadian Accounting Standards. Recipient 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 Milestones, including those held by its agents or contractors, available, at all times upon reasonable notice, to CABHI, the governments of Ontario and Canada and their agents (including the auditor general of Ontario and auditor general of Canada) for inspection, auditing and making copies thereof upon request and in a timely manner. Recipient shall maintain such records for a period of time no less than seven (7) years beyond the expiration of the Term.
12. **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.

13. **Further Assurances.** The Parties will make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, conveyances, instruments and assurances whatsoever for the better implementation of the purpose and intent of this Agreement.
14. **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.
15. **Amendment.** This Agreement shall not be amended other than by an instrument in writing signed by both Parties.
16. **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 Recipient. This Agreement and everything herein contained will enure to the benefit of and be binding upon the Parties and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns. The Recipient agrees that CABHI may assign this Agreement to the Government of Canada (or a third party deemed satisfactory to the Government of Canada) solely in the event that the Government of Canada has declared that CABHI has defaulted in its agreement with the Government of Canada, and the Government of Canada is requiring that CABHI transfer this Agreement.
17. **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.
18. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
19. **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement between the Parties pertaining to the Milestones 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.
20. **Notice.** All notices under this Agreement 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 & Operations
E-mail: rwebster@cabhi.com

With a copy to:

Attention: Shannon Mathews, Controller
E-mail: smathews@cabhi.com

To: [Recipient]
<@>
<@>
Attention: <@>
E-mail: <@>

Any notice given by mail shall be deemed to have been received by the Party to whom the same is addressed on the fifth 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.

21. **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.
22. **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 Section 5, Section 6(c), Section 7, Section 8, Section 9 and Section 11, and the Schedules shall continue in full force and effect.
23. **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.
24. **Disclaimer.** All decisions and actions taken by Recipient 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 Recipient. Recipient 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. Recipient must not rely on any of that information, advice or suggestions without obtaining its own independent financial, business and legal advice.
25. **Capital Assets.** “Capital Assets” refers to any equipment that has a cost over ten thousand dollars (\$10,000) with an estimated useful life later than the End Date, acquired by the Recipient using the Contributions, which for greater clarity will be itemized on Appendix A-1 Project Budget. The Recipient shall retain title to, or ownership of, any Capital Assets, 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) sell, assign, transfer or otherwise dispose of any Capital Assets; or
 - (b) encumber, pledge, or grant a security interest, against the Capital Assets.

If the Recipient undertakes any of the activities contemplated above prior to the completion of the final Milestone, and without the prior written consent of CABHI, then that Capital Asset will no longer be considered an eligible use of the Contributions.

26. **Official Languages.** The Recipient 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.

[Signature Page Follows]

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

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

<RECIPIENT>

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

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 Milestones, or any portion thereof.

“**Business Day**” means any day other than a Saturday, a Sunday or a statutory or civic holiday observed in Toronto, Ontario.

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

“**Canadian Accounting Standards**” means the standards as set out in the CPA Canada Handbook – Accounting

“**Confidential Information**” means non-public information that is disclosed by a Party relating to that Party’s business or activities that is marked confidential or which the recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure, including financial information about Recipient that is not directly related to the Milestones, whether contained in Recipient’s audited financial statements, statements and certificates delivered in accordance with Section 6 of the main body of this Agreement or any Required Report.

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

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

“**Milestones**” has the meaning given to it in Section 5(a) of the main body of this Agreement. For greater certainty, the Milestones do not include and will not constitute a clinical trial.

“**Project**” means the work involved in achieving the Milestones to advance the Solution, as described in the Project description set out in the Project Charter.

“**Project Budget**” means the detailed expenses, for which the Contributions will be utilized to achieve the Milestones, and are outlined in Appendix B-1.

“**Required Reports**” means the reports that must be delivered by Recipient to CABHI and are outlined in Section 3 of Schedule “B”.

“**Start Date**” has the meaning given to it in Section 1.1 of Schedule “B”.

“**End Date**” means the date that the Recipient has completed all of the Milestones listed in Section 1 of Schedule B, and completed the Required Reports in Section 3.1 and 3.2 of Schedule “B” to the satisfaction of CABHI, unless this Agreement is terminated earlier by CABHI pursuant to Section 4 of this Agreement.

“**Term**” has the meaning given to this term in Section 3 of the main body of this Agreement.

SCHEDULE “B”

PROJECT CHARTER

The Parties agree to the following terms and conditions:

1. Milestones and Contributions. The Milestones and related Contributions are as follows:

Milestone		Expected Completion Date	Contributions to be made after Milestones are met, Required Reports are submitted, and CABHI confirmation is provided (Amount in CAD)
1.1	Start Date	<@>	\$<@>
1.2	<@>	<@>	\$<@>
1.3	<@>	<@>	\$<@>
1.4	<@>	<@>	\$<@>
1.5	Maximum Total Contribution		\$<@>

2. Other Information

2.1	CABHI Project Number	<@>
2.2	Recipient Lead	<@>
2.3	CABHI Lead	<@>
2.4	Solution Name and Description	<i>Solution Name - [e.g. an App that monitors users’ daily interactions with their phone to detect symptoms of Alzheimer’s.]</i>
2.5	Project Description	<i>Provide an executive summary describing the nature of the project, including any key collaborators and end users involved in the project</i>

3. Required Reports. The Required Reports, and their deadlines, are as follows:

	Report	Timing
3.1	Milestone Report and Milestone Financial Report	30 days following the completion of each Milestone referred to in Section 1.2 and 1.3 of Schedule B.
3.2	Final Report including Final Financial Report	60 days following the completion of the Milestone referred to in Section 1.4 of Schedule B.
3.3	Audited Financial Statements that relate to the Term (or review statements or notice to reader statements if Recipient does not have Audited Financial Statements)	Within 30 days of completion of audited (or review or notice to reader) financial statements.
3.4	Annual Surveys	Each year, during the Term of this Agreement, and for 5 years following termination.

APPENDIX B-1
PROJECT BUDGET

APPENDIX B-2

KEY PERFORMANCE INDICATORS

Please fill in all mandatory Target KPIs as well as optional indicators as applicable.

Indicators and Definitions		Mandatory (M) / Optional (O)	Target KPI	Commentary
Team Composition				
	Interdisciplinary Collaboration			
1110	Does the project team include at least two members from different professional backgrounds (e.g., genetics, engineering, medicine, social work)? (Y/N)	M		
	Highly Qualified Personnel (HQP)			
1130	How many HQPs (e.g., specialized staff, technicians, interns, undergraduate/graduate students, postdocs, research assistants/associates) contributed to the project?	M		
	Interns			
1140	How many interns were supported as part of this project?	O		
	Early Career Researchers (ECR)			
1150	How many Early Career Researchers (within five years of starting their independent research role) were supported by this project?	M		
Stakeholder Engagement				
	Partners and Collaborators			
2110	How many partner organizations and individual collaborators were involved in the project?	M		
2111	Of the total partners and collaborators, how many were based outside of Canada?	M		
2112	How many partners and collaborators came from sectors different from the project lead's organization (e.g., academia, private, nonprofit)?	M		

	End-Users Engaged			
2120	How many end-users (e.g., older adults, caregivers, healthcare providers) were involved in testing or validating the solution during the project?	M		
	Knowledge Exchange and Media Engagement			
2130	How many knowledge exchange events did project team members take part in (e.g., workshops, lectures, train-the-trainer sessions related to the project)?	M		
2131	If project members shared results (e.g., conference presentation, poster, events), how many people attended the session(s)?	M		
2132	How many media appearances (e.g., interviews, articles, broadcasts) featured project staff discussing the project?	M		
Project Outputs				
	Resulting Products, Practices, Services, and Knowledge Outputs			
3110	How many products, practices, or services were <u>developed</u> or <u>improved</u> through this project? This includes knowledge products such as policy briefs, toolkits, case studies, training modules, and reports. Note: Multiple products, practices, and services can be attributed towards one solution. A solution is a novel and innovative approach that addresses an unmet need.	M		
3111	How many solutions were <u>evaluated</u> or <u>validated</u> in real-world settings during the project?	M		
3112	How many solutions were <u>introduced</u> into practice or brought to market during the project?	M		
	Intellectual Property (IP) Outcomes			

3120	How many new patents were <u>filed</u> as a result of project activities?	M		
3121	How many new patents were <u>granted</u> as a result of project activities?	M		
3122	How many new licenses were issued as a result of project activities?	M		
3123	How many new copyrights or trademarks were obtained as a result of project activities?	M		
3124	Did the project lead to the creation of a new company?	M		
	Team Skill Development			
3130	How many project team members reported gaining new skills, knowledge, or experience through this project?	O		
3131	How many project team members reported increased confidence or self-efficacy in STEM as a result of their involvement with CABHI?	O		
Economic Impact				
	Solution Adoption During the CABHI Project			
4110	How many times was the solution procured or adopted by new organizations or end-users during the CABHI project?	M		
	Follow-On Funding/Investment Secured			
4120	How much external investment (\$CAD) from a <u>public</u> source (e.g., grants, government, other agencies, non-dilutive funding) was secured by the company beyond the project as a result of CABHI activities?	M		
4121	How much external investment (\$CAD) from a <u>private</u> source (e.g., angel investors, venture capital, dilutive funding) was secured by the company beyond the project as a result of CABHI activities?	M		
	Jobs Created or Sustained			

4130	How many full-time equivalent (FTE) jobs were created or sustained as a result of the project? For example, if a staff member worked full-time for six months, this would be counted as 0.50 FTE.	M		
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SCHEDULE "C"

REPRESENTATIONS, WARRANTIES AND COVENANTS

1. *Recipient Representations and Warranties.*

Recipient represents and warrants to CABHI and acknowledges that CABHI is relying on such representations and warranties in making the Contributions that:

- (a) Recipient is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by Recipient of this Agreement is within the power of Recipient and has been duly authorized by all necessary actions on the part of Recipient. This Agreement constitutes a legal, valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of Recipient, it is not in violation of (i) its formation documents or by-laws, (ii) any material statute, rule or regulation applicable to it or (iii) any material contract to which it is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the financial condition of Recipient, the ability of Recipient to perform its obligations under this Agreement, or the validity and enforceability of this Agreement.
- (c) No consents or approvals are required to be obtained by Recipient in connection with the performance of its obligations under this Agreement, other than those which it has obtained.
- (d) There is no action, suit, proceeding, claim, arbitration, or investigation pending or, to Recipient's knowledge, threatened against Recipient or its business, properties or assets or that questions the validity, seeks to restrict or seeks to prevent the execution and delivery by Recipient of this Agreement and the performance of its obligations under this Agreement.
- (e) The Recipient has all title and ownership of, or rights to, all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, information, and other intellectual property and proprietary rights necessary to conduct its business as now conducted. The Recipient owns the Background Intellectual Property or holds sufficient rights to the Background Intellectual Property to permit the Milestones to be carried out and the Foreground Intellectual Property to be exploited. No person or entity has alleged that the Background Intellectual Property, or the use thereof by the Recipient, infringes or misappropriates third party Intellectual Property rights. To the best of Recipient's knowledge, no third party Intellectual Property rights will be infringed in carrying out the Milestones. The Recipient shall take appropriate steps to protect Foreground Intellectual Property and enforce rights to the Foreground Intellectual Property.

“Intellectual Property” means all inventions, whether or not patented or patentable, all proprietary technical information, whether or not constituting trade secrets, and all copyrightable works, industrial designs, integrated circuit topographies, and trademarks, whether or not registered or registrable.

“Background Intellectual Property” means any pre-existing Intellectual Property that is developed prior to, or independent of, the Project but is necessary to carry out the Project.

“Foreground Intellectual Property” means any Intellectual property conceived, produced, developed or reduced to practice in carrying out the Project by the Recipient.

- (f) Neither the board of directors, nor the shareholders, nor the membership, as applicable, of the Recipient are controlled by representatives or agents of the Government of Canada.

2. *Recipient Covenants.*

For as long as this Agreement remains in effect, Recipient covenants and agrees:

- (a) not to violate or breach any of the terms or conditions of this Agreement;
- (b) to notify CABHI promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto, including any breach of any representation or warranty in this Agreement; and
 - (ii) the details of any material claims or litigation affecting Recipient;
- (c) to use the proceeds from the Contribution(s) in accordance with the terms of this Agreement; and
- (d) to deliver all reports set forth in Section 3 of Schedule B to this Agreement in accordance with the terms therein, and, upon request by CABHI, provide CABHI with a reasonable opportunity to meet with management of Recipient on a timely basis to discuss the contents of such reports.