

GRANT AGREEMENT

THIS AGREEMENT made as of and effective from the 1st day of April 2015 (the “Effective Date”)

Between:

ALBERTA INNOVATES – TECHNOLOGY FUTURES

(“AITF”)

And:

(in its capacity as the “Recipient”)

And:

(in its capacity as the “Industry Partner”)

PREAMBLE:

- A. The Recipient has submitted a Proposal, within the Entire Collaborative Project, entitled “_____”. This Proposal compliments the approved NSERC Collaborative Research and Development (CRD) proposal with the same title, as submitted by the Ontario Academic Partner and is attached hereto as Schedule "D".
- B. The Industry Partner has agreed to make cash and In-kind Contributions for the purpose of carrying out the Project, as defined in this Agreement.
- C. AITF has agreed to make a Grant to the Recipient for the purpose of carrying out the Project, as defined in this Agreement.
- D. The Industry Partner cash and In-kind Contributions, and the AITF Grant, compliments the Ontario Project Partners’ contributions, and the NSERC funding, as stated in the approved NSERC CRD proposal.

AITF, the Recipient and the Industry Partner therefore agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions** - In this Agreement, the following expressions have the following meanings associated thereto:

“AITF” means Alberta Innovates – Technology Futures, a corporation established pursuant to the *Alberta Research and Innovation Act*, SA 2009, c A-31.7 and the *Alberta Research and Innovation Regulation*, Alta Reg 203/2009.

“Agreement” means this grant agreement as dated herein.

“Confidential Information” means any and all confidential data or information disclosed by one party

to the other party, including, but not limited to, all technical, scientific, financial, business, personal and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skill, trade secrets, computer programs and systems, secret processes, practices, ideas, inventions, designs, devices, samples, plans, reports, and drawings;

“Deliverables” means the reports or information, such as a Progress Report, to be submitted by Recipient to AITF as specified in Schedule “B”.

“Entire Collaborative Project” means the entire collaborative project, made up of the Alberta portion (the “Project”) and the Ontario portion of the scope of work. The Ontario portion of the scope of work is described in the approved NSERC CRD proposal, attached hereto as Schedule "D".

“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.

“Final Report” means the Final Report described in Schedule “C”.

“Grant” means the proposed grant described in Section 2.

“Grant Proceeds” means all amounts paid by AITF to the Recipient under this Agreement, and includes all interest or other income earned from investment of such amounts.

“Intellectual Property” means all intellectual property, whether or not reduced to practice, including all information, knowledge, know-how, techniques, processes and procedures, and technology, materials, products, designs, results, software, data, formulae, and algorithms, and discoveries, developments, inventions, and improvements, and all patent applications, patents, trade-marks, trade-secrets, trade dress, copyrights, industrial designs, semiconductor chip designs, integrated circuit topography, and all right, title and interest thereto.

“In-kind Contribution” means an indirect cash contribution or a non-monetary contribution to the Project by the Industry Partner, the value of which is assessed at Fair Market Value.

“Milestone” means the interim event(s) the Recipient plans to accomplish as specified in Schedule “B”.

“Milestone Payments” means the installments of the Grant AITF shall pay to the Recipient per Milestone, as further defined in Schedule “B”.

“Milestone Period” means the period of time to complete a Milestone.

“NSERC” means the Natural Sciences and Engineering Research Council of Canada, Canada's federal funding agency for university-based research.

“OCE” means Ontario Centres of Excellence Inc.

“Ontario Academic Partner” refers to _____.

“Ontario Project Partners” collectively referred to as _____ and the _____.

“Program” means the Alberta-Ontario Innovation Program, a program between AITF and OCE, as further described and outlined in the Program Guidelines.

“Program Guidelines” means the program guidelines issued by or on behalf of AITF and OCE, from

time to time, and relating to the Program that are in effect as of the Effective Date of this Agreement.

“Progress Report” means the interim reports prepared by Recipient described in Schedule “C”.

“Project” means the Alberta portion of the Entire Collaborative Project described in the Proposal, attached hereto as Schedule "A", including any modifications made in accordance with Section 3.4.

“Project Completion Date” means the date the Alberta portion of the Entire Collaborative Project (the “Project”) is complete, or January 31, 2017, whichever is earlier.

“Project Intellectual Property” means any new Intellectual Property that is developed, made, conceived or created during, and as a direct result of, the Project.

“Project IP Agreement” means the Intellectual Property agreement(s) among and/or between the Project Partners, attached hereto as **Schedule “E”**.

“Project Partners” collectively refers to the Industry Partner and the Ontario Project Partners.

“Proposal” means the approved Proposal for a Grant, attached as Schedule “A” entitled “_____”.

“Scope Change Form” means the form to be completed by the Recipient upon significant changes to the Project’s plans prepared in the Proposal, as further described in Schedule “C”, Section C.4.

“Term” means the period from the Effective Date to and including the Project Completion Date and includes any extension agreed to by AITF.

1.2 Section Numbers - References in this Agreement to Section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Schedules - The following schedules are incorporated and form a part of this Agreement:

Schedule “A” – Proposal

Schedule “B” – Milestone, Deliverables & Payment Schedules

Schedule “C” – Reporting

Schedule “D” – Approved NSERC CRD proposal

Schedule “E” – Intellectual Property Agreement

1.4 Schedule "A" - The Proposal which is attached as Schedule “A” forms part of this Agreement. In the event of any inconsistency or conflict between the Proposal and the body of this Agreement, the body of this Agreement shall govern.

1.5 Entire Agreement - This Agreement, including the Schedules in Section 1.3, is the entire agreement between AITF, the Recipient and the Industry Partner with respect to the Project and the Grant, and supersedes all previous agreements, negotiations and understandings on this subject matter. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

1.6 Conflicting Provisions – The Project is part of the Program and subject to the terms of the Program Guidelines. In the event of any inconsistency or conflict between the Program Guidelines, and the body of this Agreement, the Program Guidelines shall govern.

2. THE GRANT

2.1 Total Grant Amount - Subject to the terms and conditions of this Agreement, AITF will provide a grant

of up to \$_____ (Canadian Dollars) (the “Grant”) to the Recipient for the purpose of the Project during the Term of this Agreement.

- 2.2 Timing of Grant** - Subject to compliance by the Recipient and Industry Partner with all terms and conditions of this Agreement and the Program Guidelines and Section 6, AITF will pay the Grant to the Recipient in the amounts and at the times specified in Schedule “B” to this Agreement.
- 2.3 Project Commencement** – This Agreement must be executed prior to commencement of the Project. If special circumstances require that the Project commences prior to all required partnership funding having been secured, then permission for commencement prior to execution of this Agreement must first be received from AITF in writing. If the Recipient, without the written permission from AITF, commences the Project prior to securing all required partnership funding, the Recipient shall be responsible for all costs and expenses, including any shortfalls in funding, in order to achieve planned project completion as set out in Schedule “A”.
- 2.4 Payment Conditions** -The obligation of AITF to pay any installments of the Grant is conditional on AITF, acting reasonably, being and remaining satisfied that:
- (a) the Recipient is in compliance with all of its obligations under this Agreement;
 - (b) the Industry Partner has provided In-Kind Contribution in accordance with the Proposal;
 - (c) the Project is proceeding without delay or interruption, unless an applicable Scope Change Form has been approved by AITF and will be completed by the Project Completion Date; and
 - (d) commitments for funding sufficient to carry out and complete the Project remain in place, as further outlined in Section 6.2.

3. OBLIGATIONS OF THE RECIPIENT AND INDUSTRY PARTNER

- 3.1 Representations** - The Recipient represents and warrants that:
- (a) it has made full, true and plain disclosure to AITF of all facts relating to the Project that are material to this Agreement;
 - (b) the execution by the Recipient of this Agreement and the carrying out of this Agreement and the Project by the Recipient have been duly and validly authorized by the Recipient in accordance with applicable law, and this Agreement will constitute a binding legal obligation of the Recipient;
 - (c) the Recipient will ensure that the individuals named in the Proposal and who are employees or contractors of the Recipient will be assigned to or otherwise enabled to perform their respective roles in the Project;
 - (d) it has unencumbered rights to use the background Intellectual Property required for use in the Project, and commercialize any Project Intellectual Property; and
 - (e) the Recipient has notified and will notify AITF of any significant changes in Project costs, scope, types of expenditures or any changes related to the Project Partners, in accordance with Schedule “C.4”.
- 3.2 Use of Proceeds** - The Recipient shall use the Grant Proceeds solely for the Project.
- 3.3 Interest and Investment** - The Recipient shall invest any portion of the Grant Proceeds paid to the

Recipient but not immediately required for the Project, in such a manner that the interest rate or other rate of return will be readily ascertainable.

- 3.4 The Project** - The Recipient and Industry Partner shall carry out the Project as described in the Proposal, with only such modifications as previously agreed upon in writing by AITF pursuant to a Scope Change Form.
- 3.5 Completion and Repayment of Grant** - The Recipient and Industry Partner shall complete the Project during the Term. Any portion of the Grant Proceeds not used and accounted for in accordance with this Agreement is repayable by the Recipient to AITF upon request by AITF.
- 3.6 Intellectual Property** -
- (a) Project Intellectual Property ownership, management, and commercialization will be determined by the Project Partners pursuant to the Project IP Agreement(s), attached as **Schedule "E"**.
 - (b) Notwithstanding the ownership and management of Project Intellectual Property between the Project Partners and the Recipient acknowledge that any Project Intellectual Property shall be used for the benefit of Alberta and Albertans.
- 4. RECORDS, REPORTS AND MONITORING**
- 4.1 Project Records** - During the Term and for a period of seven (7) years thereafter, the Recipient and Industry Partner shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Project.
- 4.2 Financial Records** - During the Term and for a period of seven (7) years thereafter, the Recipient and Industry Partner shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Proceeds, and the cash and In-kind Contribution, respectively.
- 4.3 Audit** - AITF, and/or its authorized agents may, from time to time, upon reasonable notice to the Recipient and/or Industry Partner, audit or examine the records and books of account maintained by the Recipient and/or Industry Partner in accordance with Section 4.1. The cost of any special audit, examination or report shall be payable by AITF, unless the audit, examination or report reveals material breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Grant Proceeds and In-Kind Contribution were used by the Recipient, or what results were achieved through the conduct of the Project, in which case the cost shall be borne by the Recipient and/or Industry Partner.
- 4.4 Reporting** - The Recipient shall comply with the reporting requirements of Schedule "C".
- 4.5 Inspection** - AITF is entitled, at reasonable times and upon reasonable notice to the Recipient and/or Industry Partner to attend, or have its authorized agents attend at the premises of the Recipient or at the place where the Project is being carried out, for the purpose of examining premises and files, documents and records, and any other assets pertinent to the Project in order to assess whether the Recipient and Industry Partner are in compliance with the terms of this Agreement. The Recipient and/or Industry Partner shall make reasonable efforts to ensure access by AITF or its authorized agents at those premises for inspection purposes. The Recipient and/or Industry Partner shall provide AITF and its authorized agents with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and AITF shall not have any general right to obtain custody or copies of records in the custody of the Recipient or Industry Partner.

- 4.6 Any records required to be maintained pursuant to this Agreement are subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), as further outlined in Section 8.2.

5. LIABILITIES, INDEMNITIES AND INSURANCE

- 5.1 **Recipient and Industry Partner Indemnity** - The Recipient and Industry Partner shall indemnify and hold harmless AITF from any and all third party claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of the Recipient or the Industry Partner, as the case may be, or of its employees, contractors or agents in the performance of this Agreement.
- 5.2 **Limitation of Liability** – No Party shall be liable to the other Parties 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.
- 5.3 **General Liability Insurance** - The Recipient shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act (Alberta)*, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.

6. NON-PERFORMANCE AND TERMINATION

- 6.1 All obligations of AITF hereunder may be immediately suspended, terminated or revoked, in whole or in part, at any time by AITF giving written notice to the other Parties, where AITF determines, in its sole and unfettered discretion that:
- (a) A funding agreement between OCE and the Ontario Project Partners is not executed;
 - (b) NSERC, OCE, or any other Ontario Project Partner suspends, terminates, or revokes its obligations in Schedule “A” and/or “D”;
 - (c) the Project will likely not be completed on schedule or on budget;
 - (d) 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 the Proposal;
 - (e) a Project Partner has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement;
 - (f) use any part of the Grant Proceeds other than for the Project, whereupon the Grant will immediately terminate and AITF will have no further financial obligation to the Recipient;
 - (g) failure to notify AITF of a change in the Recipient's or Industry Partner's ownership, sale of the Recipient or Industry Partner or business failure of the Recipient or Industry Partner; or
- 6.2 Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that the Grant made by AITF, and AITF's obligations to pay such Grant, are entirely conditional on OCE and AITF receiving allocated government funding to enable them to make payment thereof, and that AITF may terminate, suspend or revoke such obligations, in whole or in part, at any time by giving written notice

to the other Project Partners should OCE or AITF not receive or possess funds sufficient for such purposes.

7. DISPUTE RESOLUTION

7.1 Dispute Resolution among the Parties - In the event of any dispute regarding the interpretation or application of any provision of this Agreement among the Parties, the Parties agree to follow the process set forth below in this Article 7:

- (a) refer the matter for discussion by senior officials of the Recipient, AITF, and/or Industry Partner, as the case may be and within 15 days attempt to settle such dispute from first instance.
- (b) If senior officials cannot resolve a dispute, the Parties agree to participate in mediation with an acceptable mediator, agreed to by all Parties. Mediation will process on the following basis:
 - (i) if the Parties cannot agree on a mediator, they will ask the President or Executive Director of the Alberta Arbitration and Mediation Society to assist in the selection process;
 - (ii) the Parties will share the cost of the mediator equally and bear their own costs incurred with respect to the mediation;
 - (iii) no evidence of anything said or of any admission or communication made in the course of the mediation shall be admissible in any legal proceeding, except with the consent of both Parties; and
 - (iv) any resolution reached will be based on the full participation of and an agreement made between the Parties.

8. COMMUNICATIONS AND FOIP

8.1 Announcement - The Recipient and/or Industry Partner shall not make any public announcement or issue any press release regarding the entering into this Agreement or the making of the Grant or the In-Kind Contribution, except in consultation with and the approval of AITF as to the contents of the announcement or press release.

The Recipient and Industry Partner agree that all publications, presentations, and public messages arising from this Program must acknowledge the support of AITF. The Recipient or Industry Partner shall not make any information public or make any public notices without the prior express written approval of an individual at AITF authorized to make such approval.

AITF may publish and/or disseminate in the public domain certain information related to Project as a way to promote success stories about innovation. On that basis, AITF deems the following information to be non-confidential and subject to disclosure by AITF in its sole discretion at any time:

- (a) Project Title;
- (b) Non-confidential technical abstract, or Executive Summary;
- (c) Recipient's Name;
- (d) Recipient's Trade Name, if any;
- (e) Industry Partner's name;
- (f) Industry Partner's Trade Name, if any; and
- (g) Economic, social, or environmental benefits from the Project.

8.2 FOIP - AITF is governed by FOIP. This means AITF can be compelled to disclose the information received under this Proposal, or other information delivered to AITF in relation to the Project, when an access request is made by anyone in the general public.

In the event an access request is received by AITF, exceptions to disclosure within FOIP may apply. If an exception to disclosure applies, certain information may be withheld from disclosure. Applicants are encouraged to familiarize themselves with FOIP. Information regarding FOIP can be found at <http://www.servicealberta.ca/foip/>.

8.3 Discovery or Breakthrough - In the event of a significant discovery, breakthrough or achievement in relation to the Project that may merit consideration for public announcement, the Recipient and/or Industry Partner shall:

- (a) in a timely manner notify AITF of the discovery, breakthrough or achievement, with reasonable details;
- (b) consult with AITF regarding the desirability of and content of a public announcement or press release; and
- (c) refrain from making any public announcement or press release except with the approval of AITF as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

8.4 Notices - Any notices, approvals, consents and other communication under this Agreement shall be in writing and are effective when delivered in person, by mail, by email, couriered or faxed to the following respective addresses:

- (a) if to AITF:

ALBERTA INNOVATES - TECHNOLOGY FUTURES
250 Karl Clark Road
Edmonton, Alberta, CANADA
T6N 1E4

Attention: Alistair Hazewinkel
Phone: 780-450-5334
Email: Alistair.Hazewinkel@albertainnovates.ca

- (b) if to the Recipient:

Alberta, CANADA

Attention:
Phone :
Email:

(c) if to the Industry Partner:

Alberta, CANADA

Attention:

Phone :

Email:

A Party may change its address information by giving written notice to the other in the above manner.

8.5 Liaison - AITF designates and authorizes Alistair Hazewinkel, Marlene Huerta and Tausha Polowy as having authority to communicate to the Recipient and Industry Partner on behalf of AITF any direction, notice, consent or other communication under this Agreement. The Recipient designates and authorizes _____ as having authority to communicate to AITF and the Industry Partner on behalf of the Recipient any direction, notice, consent or other communication under this Agreement. The Industry Partner designates and authorizes _____ as having authority to communicate to AITF and the Recipient on behalf of the Industry Partner any direction, notice, consent or other communication under this Agreement. In the absence of any further designation or limitation communicated by either Party to the other, each Party may assume that AITF, the Recipient or the Industry Partner has duly authorized any such communication from any of the above individuals, as the case may be.

9. GENERAL PROVISIONS

9.1 Amendment and Waiver – Notwithstanding Section 8.4,

- (a) this Agreement may be amended only if the amendment is made in writing and signed by a duly authorized representative of AITF, the Recipient and the Industry Partner;
- (b) no waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver; and
- (c) no representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

9.2 Additional Assurances – The Parties agree, from time to time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

9.3 Assignment – The Recipient or Industry Partner may not assign this Agreement or any right or benefit under it. The Recipient or Industry Partner may, however, contract with such Parties as it sees fit for the purpose of carrying out the Project. No subcontract entered into by the Recipient or Industry Partner shall relieve the Recipient or Industry Partner from any of its obligations under this Agreement.

9.4 Counterpart - This Agreement may be executed in any number of counterparts, and delivered via electronic transmission in portable document format (PDF), and each such counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

10. ECONOMIC IMPACT/PERFORMANCE DATA COLLECTION CLAUSE

10.1 Economic Impact Report - During the Term and for a period of three (3) years after the completion of the Project AITF may request additional follow-up information for the purpose of evaluating the Project. The information to be provided to AITF pursuant to this Section 10.1 shall be provided in such form that AITF will not be required to keep the information confidential and shall include:

- (i) employment created;
- (ii) domestic sales;
- (iii) international sales;
- (iv) new investments in research and development;
- (v) other matters related to the impact on the economy of Alberta; and
- (vi) all other information as required in the Program Framework and Program Guidelines.

10.2 Notwithstanding Section 10.1, the Government of Alberta may request, at any time following the completion of the Project, any additional information from the Recipient or Industry Partner with respect to the Project.

The Parties have therefore executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

ALBERTA INNOVATES - TECHNOLOGY FUTURES

Per: _____ Date: _____
Name: _____
Title: _____

Per: _____ Date: _____
Name: _____
Title: _____

_____, in its capacity as the Recipient

Per: _____ Date: _____
Name: _____
Title: _____

Per: _____ Date: _____
Name: _____
Title: _____

_____, in its capacity as the Industry Partner

Per: _____ Date: _____
Name: _____
Title: _____

Per: _____ Date: _____
Name: _____
Title: _____

ALBERTA INNOVATES – TECHNOLOGY FUTURES

GRANT AGREEMENT

**SCHEDULE “A”
PROPOSAL**

(ALBERTA PORTION OF THE ENTIRE COLLABORATIVE PROJECT)

The attached “_____” constitutes the Proposal for the Project, and includes the addendum attached, as submitted by the Recipient.

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ALBERTA INNOVATES – TECHNOLOGY FUTURES

GRANT AGREEMENT

**SCHEDULE “B”
MILESTONE, DELIVERABLES & PAYMENT SCHEDULES
(ALBERTA PORTION OF THE ENTIRE COLLABORATIVE PROJECT)**

PART I. MILESTONES & DELIVERABLES SCHEDULE

The Milestones, the Milestone Periods and the Deliverables for the Project are described in Table I below. The Deliverables are the responsibility of the Recipient.

TABLE I

	Milestones	Timing (Dates)	Responsibility	Deliverables
1				
2				

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PART II. PAYMENT SCHEDULE

The dates for submitting Milestone Progress Report(s) and the Final Report, and receiving Milestone Payments for the Project, are described in the table below.

TABLE II

	A	B	C	D	E	F
Milestone Number	Expected Milestone Completion Date <i>(as per Table I, above)</i>	Expected Report Submission Date	In-kind Contribution from _____	Cash Contribution from _____	AITF's Investment (\$)	Expected Payment Date by AITF <i>(apprx. 45 days after the date in Column B)</i>
1						
2						
Total Project Costs <i>(Total of Columns C, D & E above)</i>						
Total Investment from AITF: <i>(Total of Column C above)</i>						

PART III. CONDITIONS OF PAYMENT

- a) All Grant Proceeds are subject to the terms and conditions governing the Project as set out in the Agreement and the Program Guidelines.
- b) The Industry Partner will pay \$ _____ (cash and In-kind) to the Recipient in installments according to the above Table II.
- c) AITF will pay a Milestone Payment to the Recipient according to the above Table II.
- d) Upon the completion of a Milestone, the Recipient must submit a Milestone Progress Report or Final Report (as applicable) to AITF. AITF will not make a Milestone Payment without first approving the corresponding Milestone Progress Report. The final Milestone Payment will only be made after AITF approves the Final Report.
- e) AITF may refuse approving a Milestone Progress Report or Final Report, or AITF may request changes to such report, as determined in its sole discretion upon written notice to the Recipient advising the reason for refusing approval and/or requesting a change.
- f) AITF retains the right to withhold or decrease any or all payments if the Recipient has not achieved a required Milestone or Deliverable when due, as described in this Schedule. In such instance, AITF has the right to unilaterally change the terms and information set out in the Table, upon written notice to the Recipient.

ALBERTA INNOVATES – TECHNOLOGY FUTURES

GRANT AGREEMENT

SCHEDULE “C” REPORTING

(ALBERTA PORTION OF THE ENTIRE COLLABORATIVE PROJECT)

- C.1 Reports Format** - All reports must contain the information and be in a format specified by or acceptable to AITF.
- C.2 Progress Reports** - During the Term, the Recipient shall provide progress reports, which will include the following information:
- i. description of the progress of the Project, including the progress or completion of any Milestones or Deliverables in Schedule “B”;
 - ii. accounting for all Project revenues and expenditures, together with all interest earned from investments of the Grant Proceeds; and
 - iii. any other Project information requested by AITF.

The Recipient shall submit Progress Reports according to the tables in Schedule “B”.

- C.3 Final Report** - No later than thirty (30) days after the completion of the Project, the Recipient shall provide a final report, which will include the following information:
- i. accounting for all Project revenues and expenditures, together with all interest earned from investments of the Grant Proceeds; and
 - ii. a concise summary of what the Project has achieved;
 - iii. the status of performance of the Project addressing the specific outcomes in Schedule “A”, focusing on documenting outcomes in relation to the objectives of AITF and the expected outcomes as stated in the Proposal;
 - iv. the progress or completion of any Milestones or Deliverables in Schedule “B” over the Term of the Project;
 - v. any other Project information requested by AITF or the Alberta Industry Partner.
- C.4 Changes to the Proposal** - The Recipient shall communicate to AITF, as soon as possible, proposed significant changes in the Proposal, research direction, Project scope, costs, schedule, report deadlines, types of expenditures or partner funding, including any needed extensions to secure funds, by completing the Scope Change Form. The Scope Change Form outlining changes to the Proposal is independent of and in addition to other reporting requirements outlined in this Schedule.
- C.5 Use of Reports** - The Recipient grants AITF an irrevocable, royalty and fee free, worldwide, non-exclusive license to use the Final Report contemplated by Section C.3 for publication or for any other purpose.

ALBERTA INNOVATES – TECHNOLOGY FUTURES

GRANT AGREEMENT

**SCHEDULE “D”
APPROVED NSERC CRD PROPOSAL**

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ALBERTA INNOVATES – TECHNOLOGY FUTURES

GRANT AGREEMENT

SCHEDULE “E”

INTELLECTUAL PROPERTY AGREEMENT

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