

MASTER SERVICE CONTRACT

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a
 corporation continued under the *University Act of British Columbia*, 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3, Attention: Angus Livingstone, Managing Director, Phone: (604) 822-8580, Fax: (604) 822-8589. (**"UBC"**)

AND

COMPANY which is identified in the applicable Work Schedule.
 (the **"Company"**)

WHEREAS:

- A. UBC, under the direction of the Principal Investigator, has laboratory facilities, service capabilities and resources which the Company wishes to draw upon from time to time.
- B. UBC has offered to perform services for the Company from time to time on the terms and conditions set out in this Master Contract.

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS.

1.1 In this Master Contract:

- (a) **"Contract Amount"** means the dollar amount to be paid by the Company to UBC, as calculated based on the rate specified in each Work Schedule, and which does not exceed \$10,000 (Canadian funds);
- (b) **"Deliverables"** mean those items as specified in each Work Schedule;
- (c) **"Master Contract"** means this document;
- (d) **"Principal Investigator"** means Dr. John Petkau of the Department of Statistics;
- (e) **"Work"** means the service activities provided by UBC as specified in each Work Schedule;
- (f) **"Work Schedule(s)"** means the schedule mutually agreed to between UBC and the Company, attached to or referencing this Master Contract, and which describes the Work to be performed by UBC for the Company. Each Work Schedule is independent from any other Work Schedule(s) and together with the body of this Master Contract constitutes the entire agreement between the parties.

2.0 CONTRACT PERIOD.

This Master Contract will be in effect from January 1, 2010 to December 31, 2012.

3.0 WORK AND PAYMENT.

3.1 The Company hereby requests UBC to perform Work by means of a Work Schedule issued to UBC by the Company in the form attached hereto and marked as Schedule "A". Each Work Schedule will include the following information.

- (a) the description of the Work;
- (b) the Contract Amount;
- (c) the Deliverables, if any; and
- (d) the delivery schedule.

3.2 UBC may accept the Work Schedule issued pursuant to Section 3.1 by executing a copy of it and returning an executed copy to the Company. In the event of a conflict between this Master Contract and any Work Schedule, this Master Contract will govern.

3.3 UBC, through its service facilities at the Department of Statistics, will carry out the Work under the direction of the Principal Investigator and will provide the Company the Deliverables as set out in the applicable Work Schedule upon receipt of payment of the Contract Amount from the Company. The Company will, upon receipt of an invoice from UBC, pay to UBC the Contract Amount. The cheque will be made payable to The University of British Columbia. The GST registration number of UBC is 108161779RT.

4.0 RIGHTS.

4.1 The rights and title to proprietary material provided by the Company, if applicable, will belong to the Company. All Deliverables, results and/or data from the Work performed under this Master Contract will be delivered by UBC to the Company and will belong to the Company.

4.2 The Company acknowledges and agrees that in the course of providing the Work under this Master Contract, UBC may utilize techniques, processes, and/or tools which are proprietary to UBC. Notwithstanding anything else in this Master Contract, UBC retains all right in and title to same and any improvements and/or modifications thereto.

5.0 CONFIDENTIAL INFORMATION.

5.1 **"Confidential Information"** shall mean any information provided by the Company to UBC relating to the Work, whether written or otherwise. In order to constitute "Confidential Information" for the purposes of this Master Contract, the Company must clearly identify such information in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Company must summarize it in writing and identify it as being confidential within 30 days of the disclosure. Furthermore, such information shall not be considered "Confidential Information" for the purposes of this Master Contract if and when it:

- (a) is made subject to an order by judicial or administrative process requiring it to be disclosed;
- (b) is published or becomes available to the general public other than through a breach of this Master Contract;
- (c) is obtained by UBC from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Company;
- (d) is independently developed by employees, agents or consultants of UBC who had no knowledge of or access to Confidential Information; or
- (e) was possessed by UBC prior to its receipt from the Company.

5.2 UBC will not use Confidential Information for any purpose other than as specifically set forth in this Master Contract and shall use reasonable efforts to protect the Confidential Information from disclosure to third parties.

5.3 Notwithstanding any termination or expiration of this Master Contract, the obligations of confidentiality set forth in this Master Contract shall survive and continue to be binding upon UBC, its successors and assigns for 5 years after such termination or expiration.

5.4 Notwithstanding anything to the contrary in this Master Contract, UBC may disclose the identity of the Company, the Contract Amount paid by the Company for the Work, the Contract Period and that the Work is performed under the direction of the Principal Investigator. Except as provided by the foregoing, neither party may use the name of the other, nor of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other.

6.0 REPRESENTATIONS AND WARRANTIES.

UBC makes no representations or warranties, either express or implied, regarding Deliverables, data or other results arising from the Work. UBC specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and UBC will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if UBC has been advised of the possibility of such damages. The Company acknowledges that the Work is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Company has been advised by UBC to undertake its own due diligence with respect to all matters arising from this Master Contract. This Section survives termination of this Master Contract.

7.0 INDEMNITY.

The Company indemnifies, holds harmless and defends UBC, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents against any and all claims (including all reasonable legal fees and disbursements) arising out of the receipt or use by the Company of any Deliverables, or any data or other results arising from the Work including, without limitation, any damages or losses, consequential or otherwise, arising from or out of the Work, however they may arise. This indemnity survives termination of this Master Contract.

8.0 INSURANCE.

UBC has liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by UBC. UBC has no liability insurance policy that can extend protection to any other person. Therefore, subject to Section 7 (Indemnity), each party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its directors, officers, employees and agents, and where applicable faculty and students.

9.0 TERMINATION.

- 9.1 Either party may terminate this Master Contract upon 30 days prior written notice to the other.
- 9.2 In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Master Contract, and also fails to remedy such default or breach within 30 days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Master Contract by sending notice of termination in writing to the other party to such effect and such termination will be effective as of the date of the receipt of such notice.
- 9.3 Termination of this Master Contract by either party for any reason will not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Master Contract.

10.0 GOVERNING LAW.

This Master Contract will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein without regard to its conflict of law rules. All parties agree that by executing this Master Contract they have attorned to the exclusive jurisdiction of the Supreme Court of British Columbia.

11.0 NOTICE.

- 11.1 All payments, reports and notices or other documents that a party is required or may want to deliver to the other party will be delivered:
 - (a) in writing; and
 - (b) either by personal delivery or by registered or certified mail (with all postage and other charges prepaid) at the address for the receiving party as set out in Section 11.3 or as varied by any notice.
- 11.2 Any notice personally delivered is deemed to have been received at the time of delivery. Any notice mailed in accordance with this Section 11 is deemed to have been received at the end of the fifth day after it is posted.
- 11.3 Addresses for delivery of notices:

Company
Address for notices is set out in the applicable Work Schedule.

UBC
Re UBC Ref# 22R51028
The Director
University-Industry Liaison Office
#103 - 6190 Agronomy Road
The University of British Columbia
Vancouver, B.C. V6T 1Z3
Telephone: (604) 822-8580
Fax: (604) 822-8589

12.0 General.

- 12.1 Nothing contained in this Master Contract is to be deemed or construed to create between the parties a partnership or joint venture. Neither party has the authority to act on behalf of the other party, or to commit the other party in any manner at all or cause the other party's name to be used in any way not specifically authorized by this Master Contract.
- 12.2 Subject to the limitations in this Master Contract, this Master Contract operates for the benefit of and is binding on the parties and their respective successors and permitted assigns.
- 12.3 No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times regarding any terms of this Master Contract operates as a waiver of that party's rights under this Master Contract. A waiver of any term or right under this Master Contract will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.
- 12.4 No exercise of a specific right or remedy by either party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.
- 12.5 All terms in this Master Contract which require performance by the parties after the expiry or termination of this Master Contract, will remain in force despite this Master Contract's expiry or termination for any reason.
- 12.6 Part or all of any Section that is indefinite, invalid, illegal or otherwise voidable or unenforceable, may be severed from this Master Contract and the balance of this Master Contract will continue in full force and effect.
- 12.7 This Master Contract and the applicable Work Schedule set out the entire agreement between the parties and no changes to this Master Contract are binding unless in writing and signed by the parties to this Master Contract. The parties will be bound by the applicable Work Schedule, except to the extent that they may conflict with the terms and conditions contained in this Master Contract, in which case the terms and conditions of this Master Contract will govern.

SIGNED BY THE PARTIES AS A CONTRACT effective as of the beginning of the Contract Period.

Signed for and on behalf of **COMPANY**
by its duly authorized officer in the applicable Work Schedule.

Signed for and on behalf of
THE UNIVERSITY OF BRITISH COLUMBIA
by its duly authorized officer:


 Name: **MARIO A. KASAPI**
 Title: Associate Director
 Date: University - Industry Liaison Office



Jan 6 / 00

SCHEDULE A
WORK SCHEDULE

The Company issues this Work Schedule in accordance with Section 3.1 of the Master Service Contract with UBC, effective as of January 1, 2010 and which is attached to this Work Schedule (the "Master Contract"). The Company acknowledges receipt of the Master Contract from UBC. By signing this Work Schedule, the Company agrees that the terms and conditions of the Master Contract will govern the Work under this Work Schedule.

COMPANY NAME
ADDRESS
CITY/PROVINCE
COUNTRY/POSTAL CODE
Attention: Name/Title
Telephone:
Fax:
e-mail:

Description of Work:

Deliverable(s):

Contract Amount:

Rate per hour: \$

Signed for and on behalf of COMPANY
by its duly authorized officer:

Name:
Title:

Date:

ACCEPTED BY UBC:

Dr. John Petkau
Department of Statistics

Date: