

The submission of a work order, project or any other request aimed at securing Services from UHN is governed by the following Terms and Conditions.

#### DEFINITIONS

1. "Affiliated Institution" means the employer of a User, for whom User creates an account on the UHN CORES & INNOVATION SYSTEM;
2. "Authorized Activities" means the actions designated as such by UHN and which are associated with the provision of Services;
3. "Background IP" means any Intellectual Property that is in existence on the date User entered a request for Services on the UHN CORES & INNOVATION SYSTEM (Effective date) or arises otherwise after Effective Date from activities not conducted pursuant to the Services
4. "Confidential Information" means any information provided by a Party to the other in confidence and identified as such, or otherwise can reasonably be considered as confidential by its nature regardless as to whether it has been identified as confidential at the time of disclosure. Confidential Information shall not include or otherwise encompass any information and materials which:
  - a. are part of the public domain, or become part of the public domain through no fault of the receiving Party;
  - b. are obtained from a third party who is not under a duty of confidentiality respecting the Confidential Information and said third party has a legal right to disclose such information;
  - c. are identified by the disclosing Party as no longer constituting Confidential Information of such disclosing Party;
  - d. are already known by the receiving Party at the time of disclosure by the disclosing Party, as can be demonstrated by written or other records/information; or
  - e. are developed independently by the receiving Party without access to the Confidential Information of the disclosing Party, as can be demonstrated by written or other records/information.
5. "Costs" means the amounts, including fees, taxes, and associated charges that an Affiliated Institution is expected to pay to UHN for Services;
6. "Deliverables" means the quantifiable goods that must be provided upon the completion of a Service;
7. "Facilities" means UHN's buildings, infrastructure as well as specific equipment either owned, leased or otherwise managed by UHN to support UHN's core business;
8. "Foreground IP" means any Intellectual Property conceived or conceived and reduced to practice arising out of the performance of the Services. For greater certainty, Foreground IP excludes Background IP and Methodology IP.
9. "Intellectual Property" or "IP" means inventions (whether patentable or not), discoveries, written material, compounds, information, know-how, trade secrets, patents, copyright, designs, plant breeders' rights, integrated circuit topographies, ideas (including any computer software), formulae, algorithms, concepts, proprietary data, techniques, instructions, processes, expert opinions, information, materials, program listings, flow charts, logic diagrams, manuals, specifications, instructions, or any copies of the foregoing in any medium, or the expression thereof.
10. "Methodology IP" means Intellectual Property arising from the Services which are procedures, methods, instructions, protocols and the like relating to the testing and analysis conducted during the provision of the Services, including any animal care technology-related improvements. For greater certainty, Methodology IP excludes Affiliated Institution's Background IP. UHN owns all right, title and interest in and to all Methodology IP.
11. "Samples" means, but is not limited to bacteria and other microorganisms, plant, animal, or any human biological materials, genetic samples, any copies of the original genetic samples, any cell lines containing copies of the original genetic samples, and data derived from these samples;
12. "Services" means the performance of experiments, generation of results or data as well as the interpretation of the same;

13. "Terms and Conditions" means the provisions described in this document;
14. "UHN CORES & INNOVATION SYSTEM" means the web-based application licensed by UHN to coordinate provision of Services;
15. "UHN" means University Health Network, including its directors, officers, employees, staff members, students, research trainees and agents;
16. "User" means an employee, agent or representative of an Affiliated Institution, who creates an account on behalf of the User's Affiliated Institution and not in the User's individual capacity on the UHN CORES & INNOVATION SYSTEM with the purpose of securing provision of Services from UHN to the Affiliated Institution.

#### NATURE OF SERVICES

17. Services are provided on a fee-for-service basis. Costs, fees and other charges associated with Services will be paid by Affiliated Institution.
18. UHN reserves the right to require the execution of a fee-for-service agreement between Affiliated Institution and UHN prior to commencing the execution of Services. In such cases, Deliverables will only be released to User upon execution of relevant fee-for-service agreement.
19. UHN reserves the right, in its sole discretion, to decline accepting User's request to perform Services; and UHN shall not be required to provide any reasons for such decision.

#### USER AND USER'S ACCOUNT

20. Unless a User is an employee of UHN, User acknowledges that:
  - a. User is requesting Services on behalf of User's Affiliated Institution and not on User's individual capacity;
  - b. User has obtained formal approvals from relevant User's Affiliated Institution authorities prior to requesting Services from UHN, and
  - c. User has been given the opportunity to understand these Terms and Conditions and share them with relevant User's Affiliated Institution authorities prior to requesting Services from UHN.
21. A User who creates an account on behalf of User's Affiliated Institution acknowledges that:
  - a. Where applicable, Samples associated with the provision of Services and provided to UHN for the exclusive purpose of the execution of Services have been collected under approved Research Ethics Board ("REB") protocols of the User's Affiliated Institution and in accordance with applicable policies and standards designated to ensure compliance with legislative and relevant regulatory requirements;
  - b. Deliverables will not be used for diagnosis, prophylaxis, or treatment purposes, and
  - c. If applicable, and if requested by User, UHN will return Samples to User's Affiliated Institution upon completion of the Service, at Affiliated Institution sole cost.

#### INTELLECTUAL PROPERTY

22. Affiliated Institution shall retain all rights, title, and interest in and to any Foreground IP made solely by Affiliated Institution's employees, agents and/or representatives, jointly with UHN, and/or solely by UHN's employees, agents and/or representatives.
23. The IP rights in Background IP will remain the property of the Party that owns or controls such Background IP, and no license to use the Background IP is granted or implied by these Terms and Conditions.
24. UHN will have no claim on any IP that may be derived from the data and information arising from the provisions of the Services.

#### CONFIDENTIALITY

25. A Party shall hold in confidence and not disclose or use for any purpose other than for the purposes of the Services any Confidential Information provided by the other Party.
26. In the event that the receiving Party is required to disclose Confidential Information of the disclosing Party by law or an order of a court, tribunal or government agency, such receiving Party shall promptly notify the disclosing Party and give such disclosing Party a reasonable opportunity to seek a confidentiality order or

take other appropriate action in respect of the proposed disclosure.

27. User and Affiliated Institution shall immediately notify UHN in writing upon inadvertently receiving or otherwise coming into possession of any personal health information/patient identifying information, as defined in the Personal Information Protection And Electronic Documents Act, S.C. 2000, c.5 ("PIPEDA"), and/or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 ("PHIPA") (collectively "PHI"), in the course of its attendance and access to the UHN Facilities. Affiliated Institution shall maintain all such PHI in confidence, and as such use appropriate safeguards (including, without limitation, with respect to encrypting identifying numbers, linking files, storing and retrieving files from secured locations) to prevent the unauthorized use or disclosure of any such PHI. Except as may be expressly permitted, Affiliated Institution shall not disclose any such PHI to Affiliated Institution's personnel. Affiliated Institution shall return or securely destroy the PHI as directed by UHN.

#### LIABILITY

28. UHN (and its directors, officers, employees, staff members, students, research trainees and agents) shall not be liable for any direct, indirect, consequential, or other damages suffered by Affiliated Institution's personnel or any others resulting from: (a) access to UHN facilities, and (b) the provision of Services and any matter consequential thereto. As such, UHN requires that the Affiliate Institution's personnel agree in their personal capacity to abide by certain terms and provisions as a condition for UHN providing access and entry into the Facility.

#### RESEARCH FACILITIES

29. For Services requiring the physical presence of one or more Affiliated Institution's personnel at any UHN Facility, UHN might provide supervised access to those personnel to designated Facilities. Supervised access to designated Facilities is controlled by a designated UHN Supervisor or delegate.
30. Within the scope of the provision of Services, Affiliated Institution's personnel while physically present at any UHN Facility must observe UHN policies relevant to research safety including but not limited to biosafety and disposal of biohazard waste.
31. For Services that require Affiliated Institution's personnel's use of designated laboratory equipment, Affiliated Institution acknowledges that:
- Affiliated Institution's personnel will use the designated equipment in a good and careful manner and in compliance with all regulatory and policy requirements and applicable municipal, provincial or national laws respecting the relevant equipment.
  - Affiliated Institution's personnel will not alter, modify or attach anything to designated equipment.

#### INDEMNIFICATION

32. Affiliated Institution shall indemnify, defend and save harmless UHN and its officer, directors, employees and agents against all costs, actions, suits, claims, losses or damages and for all other matters arising out of Affiliated Institution's use or any other exploitation of the data, results, conclusions, and products derived therefrom, arising out of, or resulting from, the conduct of the Authorized Activities (and any IP associated therewith), or arising from Affiliated Institution's negligence, willful misconduct, or material breach of this Agreement, except to the extent that such were caused by UHN's negligence, willful misconduct or material breach of this Agreement.

#### INSURANCE

33. Affiliated Institution will procure and maintain comprehensive general liability insurance for personal injury or property damage and such other insurance and otherwise as reasonably required and customary for the industry, pertaining to matters arising from the provision of Services.
34. For the purposes of these Terms and Conditions and all matters thereunder, each Party shall be deemed to be an independent contractor and not an agent or employee of the other Party. No Party shall have the authority to make any statements,

representations or commitments of any kind, or take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized by the other Party in writing.

35. Except as otherwise required by law, neither Party shall, without the consent of the other Party, (i) use the name(s), logo(s), trademark(s) or trade-name(s) of the other Party in connection with any products, publicity, promotion, news release, advertising or similar public statements in respect of the Agreement and the Services provided, and (ii) make any other public disclosure in respect of this Agreement and its subject matter. Notwithstanding, UHN may disclose the general subject matter and monies received further to this Agreement without any further consent of Affiliated Institution.

#### EXCLUSION OF WARRANTIES

36. Except as expressly provided in this Terms and Conditions, UHN (which includes its directors, officers, employees, staff members, students, research trainees and agents) makes no conditions, representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, collateral, express or implied, as to any matter whatsoever, including, without limitation, the condition, quality or originality of the Services, and any other deliverable or matter arising from the provision of the Services.
37. The Terms & Conditions shall be interpreted and governed by the laws in force and in effect in the Province of Ontario, without regard to conflict of laws rules therein. The parties agree irrevocably to attorn to the exclusive jurisdiction of the courts of the Province of Ontario, the federal courts of Canada and all courts competent to hear appeals in connection with any dispute or controversy arising out of or in connection with the services.
38. The Terms & Conditions shall enure to the benefit of and shall be binding upon and enforceable by the parties and their respective successors and permitted assigns.
39. No party shall be responsible for any failure or delay in the performance of the services resulting from causes beyond its reasonable control, including fire, explosion, flood, war, riot, outbreak, acts of government, acts of terrorism, court order, civil unrest, sabotage, adverse weather conditions, labour troubles and unavoidable shortage of materials or services, or without prejudice to the generality, any other circumstance or occurrence beyond the reasonable control of the party. The delayed party shall give timely notice to the other party of any such event of force majeure and shall endeavour to avoid or remove the causes and resume performance with minimum delay and with reasonable dispatch whenever such causes are removed.
40. Contact information:

José Mangles  
University Health Network  
Hydro Place Building  
700 University Avenue, 10th Floor, Suite 056  
Toronto, ON M5G 1Z5  
jose.mangles@uhnresearch.ca