

MASTER AGREEMENT

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act of British Columbia* and having offices at 103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3

(the "**University**")

AND:

*** a corporation incorporated under the laws of British Columbia and having an office at ***.

(the "**Company**")

WHEREAS:

- A. In the final year at UBC Okanagan School of Engineering, students finish their course of studies with a project. Projects attempt to solve a practical problem posed by Industry and may involve development of technical specifications, design and fabrication of an engineering prototype all documented with an engineering report (the "Capstone Project"). Capstone Projects are overseen by the Director, School of Engineering. The primary goal is to train University undergraduate students (the "Students") and to enhance engineering design knowledge and skills of the Students.
- B. The University has faculty members with research expertise who may monitor the Students' projects relating to the Capstone Projects (the "Faculty Advisor").
- C. The Company is prepared to support the University in this endeavour and has industrial project(s) allowing the Students to gain a practical, hands-on experience in relation to the objective of the Capstone Projects.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements set out in the Agreement, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 In this Master Agreement and in any Student Project Schedule (as defined below), unless a contrary intention appears, the following words and phrases will mean:
 - (a) "Company Intellectual Property" means any and all knowledge, know-how, technique(s), technology, trade secrets and other intellectual property which is confidential or proprietary to the Company;
 - (b) "Student Project" means the activities specified in each Student Project Schedule which are based on the Company Intellectual Property and which are provided to the University by the Company;
 - (d) "Student Project Schedule" means Schedule "A" attached to this Master Agreement, as mutually agreed between the Parties, which sets out the specific details of the Student Project to be performed by the Student. Each Student Project Schedule shall be independent from any other Student Project Schedule and together with the body of the Master Agreement shall constitute the entire agreement between the Parties; and

- (e) "University Background Intellectual Property" means any and all knowledge, know-how, technique(s), technology and other intellectual property which is proprietary to the University and was developed by the University prior to any Student Project or is developed during any Student Project outside the scope of the Student Project Schedule by the University.

2. CONTRACT PERIOD

This Master Agreement will be in effect from September 1, 2011 through to August 31, 2013.

3. STUDENT PROJECT AND PAYMENT

3.1 The Parties acknowledge and agree that each Student Project will be well defined and time limited in each Student Project Schedule to ensure that no University Background Intellectual Property is used in any Student Project.

3.2 The Company may request the University to perform a Student Project by means of a Student Project Schedule issued to the University by the Company.

3.3 Subject to Article 3.4, the University may accept the Student Project Schedule issued pursuant to Article 3.1 by the Faculty Advisor and the Student executing a copy of the Student Project Schedule and returning it to the Company.

3.4 Prior to signing of the Student Project Schedule, the University requires that the Faculty Advisor and the Student sign a waiver as set out in the attached Schedule "B". In the event of a conflict between this Master Agreement and the Student Project Schedule, this Master Agreement will govern.

4. RIGHTS

4.1 All rights and title to University Background Intellectual Property belong to the University and no rights are granted to the Company in relation thereof.

4.2 All rights and title to Company Intellectual Property belong to the Company.

4.3 All rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived in the performance of a Student Project under this Master Agreement will belong to the Company. Notwithstanding the foregoing, the University will have an irrevocable, non-exclusive, royalty free right in perpetuity to use results from any Student Project for academic and research purposes, but not for any commercial purposes whatsoever.

5. CONFIDENTIAL INFORMATION

5.1 "Confidential Information" shall mean any information provided by the Company to the University relating to a Student Project, whether written or otherwise. In order to constitute "Confidential Information" for the purposes of this Agreement, 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 thirty (30) days of the disclosure. Furthermore, such information shall not be considered "Confidential Information" for the purposes of this Agreement 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 Agreement;
- (c) is obtained by the University 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 the University who had no knowledge of or access to the Confidential Information; or
- (e) was possessed by the University prior to its receipt from the Company.

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

5.3 Notwithstanding any termination or expiration of this Agreement, the obligations of confidentiality set forth in this Agreement shall survive and continue to be binding upon the University its successors and assigns until five (5) years after such termination or expiration.

5.4 Notwithstanding anything to the contrary in this Agreement, either Party may disclose the identity of the other, the title of the Student Project, the names of the Students and the Faculty Advisors and the Contract Period for the Student Project. 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 PUBLICATION

6.1 The Company acknowledges and agrees that the policies of the University require that the results of the Student Project be publishable, subject to Article 6.2. The Parties therefore agree that the Student(s) engaged in the Student Project shall not be restricted from presenting at symposia, national, or regional professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, methods and results of the Student Project, provided however that:

- (a) the University provides the Company with copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party; and
- (b) the Company has not, within thirty (30) days after receipt of said copies, objected in writing to such proposed presentation or proposed publication in accordance with Article 6.2 of this Agreement.

6.2 The Company may object to a proposed presentation or proposed publication on the grounds that it contains Confidential Information that was disclosed to the University by the Company or that it contains a patentable subject matter which needs protection.

- (a) If the Company makes an objection on the ground of the inclusion of Confidential Information, the University shall ensure that the Student(s) remove such Confidential Information immediately from the proposed presentation or publication, after which the University and the Student(s) may proceed with said presentation or publication.
- (b) If the Company makes an objection on the grounds of protection of patentable subject matter, the University will ensure that the Student(s) refrain from making such publication or presentation (the "Delay") until the Company has filed one or more patent applications with one or more patent offices directed to such patentable subject matter, after which the University may proceed with said presentation or publication. For greater certainty, a provisional patent application will be considered to be a patent application in the United States of America for the purposes of this Agreement. The Company agrees

that the Delay shall be no longer than sixty (60) days from the date of receipt of the Company's objection.

7. DISCLAIMER

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RESULTS OR DATA ARISING FROM THE STUDENT PROJECT UNDER THIS MASTER AGREEMENT. THE UNIVERSITY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS, BE THEY DIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL OR OTHER SIMILAR OR LIKE DAMAGES ARISING FROM ANY DEFECT, ERROR OR FAILURE TO PERFORM, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY HEREBY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY THE UNIVERSITY TO UNDERTAKE ITS OWN DUE DILIGENCE WITH RESPECT TO ANY DATA OR RESULTS ARISING FROM THE STUDENT PROJECT UNDER THIS MASTER AGREEMENT.

8. INDEMNITY

The Company hereby indemnifies, holds harmless and defends the University, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all reasonable legal fees and disbursements incurred) arising out of use by the Company of any results or data from any Student Project, including without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, howsoever the same may arise. This indemnity survives termination of this Master Agreement.

9. INSURANCE

The University has adequate liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by the University. The University has no liability insurance policy that can extend protection to any other person. Therefore, subject to Article 8 (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.

10. TERMINATION

10.1 Either party may terminate this Master Agreement upon thirty (30) days prior written notice to the other.

10.2 In the event that either party hereto will commit any breach of or default in any of the terms or conditions of this Master Agreement, and also fails to remedy such default or breach within thirty (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 Agreement 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.

10.3 Termination of this Master Agreement 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 Agreement.

11. GOVERNING LAW

This Master Agreement 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 Agreement they have attorned to the exclusive jurisdiction of the Supreme Court of British Columbia.

12. NOTICE

Notice is sufficiently given if it is mailed, postage paid and registered, addressed:

To the University:

Angus Livingstone
Managing Director
University-Industry Liaison Office
The University of British Columbia
103 – 6190 Agronomy Road
Vancouver, B.C., V6T 1Z3
Phone: (604) 822-8580
Fax: (604) 822-8589

Okanagan contact:
Derek Gratz
Associate Director, University-
Industry Liaison Office, Okanagan
Phone: 250 808-9853
Assistant: 250 807-9412
derek.gratz@ubc.ca

To the Company:

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Master Agreement effective as of September 1, 2011, regardless of the date of execution.

Signed for and on behalf of **The University of British Columbia** by its duly authorized officer:

Derek Gratz
Associate Director, University-Industry Liaison
Office, UBC Okanagan
Date:

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

Name:
Title:
Date:

SCHEDULE "A"

STUDENT PROJECT SCHEDULE [Number 1]

This Student Project Schedule has been issued by the Company pursuant to the Master Agreement between the Company and the University effective as of September 1, 2011 (the "Master Agreement") and the performance of the Student Project will be governed by the terms and conditions of the Master Agreement.

Name of the Student(s): ***

Name of the Faculty Advisor(s): ***

Department(s):

Dept1: Faculty of Engineering
Phone (250) 807-8723
Fax: (250) 807-9850

Description of the Student Project:

This Student Project will be performed by the Student under the direction of the Faculty Advisor from _____ until _____.

ISSUED BY *:**

Name:
Title:
Email address:
Date:

ACCEPTED BY STUDENT 1

Name:
Date:

ACCEPTED BY STUDENT 2

Name:
Date:

ACCEPTED BY STUDENT 3

Name:
Date:

ACCEPTED BY STUDENT 4

Name:
Date:

ACCEPTED BY STUDENT 5

Name:
Date:

ACCEPTED BY STUDENT 6

Name:
Date:

ACCEPTED BY FACULTY ADVISOR 1

Name:
Date:

ACCEPTED BY FACULTY ADVISOR 2

Name:
Date:

ACCEPTED BY FACULTY ADVISOR 3

Name:
Date:

**ACCEPTED BY THE DIRECTOR, SCHOOL
OF ENGINEERING, UBC OKANAGAN**

Name:
Date:

SCHEDULE "B"
WAIVER

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Student") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Faculty Advisor") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Faculty Advisor") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____
Date:

I, _____ (the "Faculty Advisor") agree that all rights and title to any inventions, improvements and discoveries related or unrelated to the Company Intellectual Property made and/or conceived by me in the performance of this Student Project under the Master Agreement (the "Results") shall be the sole and exclusive property of _____ (the "Company"). I hereby waive in favour of the Company any and all rights that I may have in the Results and hereby assign all proprietary right, title and interest including copyright in the Results to the Company without further compensation.

I agree to perform all such acts and execute and deliver such documents which may be necessary in order to enable the Company, at the Company's expense (such expense will include all time and travel costs and any other related expenses), to apply for, prosecute and obtain copyrights, patents or other proprietary or intellectual property right, title and interest in and to any Results.

I hereby assign to the Company any rights I may have or acquire in the Results and permanently waive all claims whatsoever with respect to the Results including any moral rights I may have in the Results or to their use, including the right to restrain or claim damages for any distortion, mutilation or other modification of the Results or any part thereof whatsoever, and to restrain use or reproduction of the Results in any context and in connection with any product or service.

Signed by: _____

Date: