

2023 Mitacs Liability Waiver Form

I confirm I understand that my selection as a participant in the Mitacs Globalink Research Internship program (the “**Program**”) and my participation under the Program at my host academic institution (the “**Academic Institution**”) is subject to my acknowledgment and agreement that:

1. I am not an employee of the Academic Institution, Mitacs Inc. or any company or industry participant (such companies and industry participants referred to as “**Company**”) at whose site or with whose personnel may be at any time connected with the Program, and that neither the Academic Institution, Mitacs Inc. nor any Company has any liability for any salary, wage or any remuneration whatsoever to me, except as described in the internship award letter from Mitacs.
2. I am not an employee or student of the Academic Institution, Mitacs Inc., the Crown, or any Company (hereafter referred to as the “**Releasees**”), and as a consequence, I do not have any rights under any workers’ compensation regime or laws in relation to my time at the Academic Institution, or in relation to any time I spend at any other location or facility that I may visit or attend in relation to my internship.
3. I will be assisting Academic Institution employees and Academic Institution students in the research and development of technologies and other related matters, and in relation to this assistance I may acquire or be exposed to information which is confidential and/or proprietary (“**Confidential Information**”), and I will:
 - a. Use my best efforts to preserve the confidentiality of all Confidential Information
 - b. Not disclose or use any such Confidential Information except as necessary in fulfilling my duties under the Program, provided that information will not constitute Confidential Information if:
 - i. I can demonstrate that I was aware of such information prior to it being provided to me in relation to my participation in the Program
 - ii. The information was provided to me by a third party without any breach by that party to maintain the confidentiality of the information
4. In consideration of the opportunity to participate in the Program, the funding provided to me, in relation to such participation, and other goods and valuables, I hereby irrevocably:
 - a. ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to myself
 - b. WAIVE AND RELEASE each of the Releasees from all liability of any kind to myself and my heirs and assigns
 - c. AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any loss, liability or damages they may incur. I will protect and hold harmless Mitacs Inc. and its directors, officers, executives, agents, employees, contractors, industry representatives, the Crown and



other representatives from and against any claim, suit, damages, penalty, fine and/or cost of any kind whatsoever (including without limitation legal and court fees and disbursements actually incurred) relating in any way to this award, the research, and/or the use of any funds provided hereunder

in relation to my participation in the Program, whether due to the negligence of any of Mitacs Inc., the Academic Institution, any Company, the Crown, or any director, officer, employee, agent, contractor or student of the Releasees.

5. Mitacs Inc. does not assume any responsibility for, and is hereby irrevocably released from any liability for:
 - a. Any aspect of the individual, facilities, or nature of the research project, which have been accepted by the undersigned as their internship
 - b. Any incidental costs or damage-related costs incurred by the undersigned or members of their living quarters pursuant to their participation in the program. It is expected that any damage incurred will be reported to the home institution and/or accommodation provider and will be paid for by the undersigned.
 - c. Any activities the undersigned engage in while in Canada
6. This agreement will remain in effect despite the conclusion or termination of my participation in the 2023 Mitacs Globalink Research Internship program for any reason whatsoever.
7. This letter is for the benefit of Mitacs Inc., the Academic Institution and Company, and the Crown and the fact that any of them has not signed this letter will not limit their rights to rely upon it.
8. My participation in the 2023 Mitacs Globalink Research Internship program is contingent upon my agreement to the above provisions, and I acknowledge that if I do not agree to these provisions, then my selection as a participant in the Program will be immediately revoked.
9. Further, I agree that this letter will be governed by and interpreted under the laws of the province in which the Academic Institution is located and the laws of Canada applicable therein.

ACKNOWLEDGMENT/AGREEMENT

By reading this agreement and clicking the “Yes” and “Confirm Decision” buttons, I acknowledge and agree to all of the terms and conditions set out in the above agreement with Mitacs Inc.