

COLLABORATIVE AGREEMENT

This Agreement is made as of January 1, 2025 ("Effective Date").

BETWEEN:

THE UNIVERSITY OF WESTERN ONTARIO, a university incorporated under *The University of Western Ontario Act*, as amended, and having its administrative offices at Support Services Building, Suite 5150, 1393 Western Road, London Ontario N6G 1G9 Canada ("Western University")

AND:

SCATR INC. a company incorporated within the laws of Ontario and located at 1 Yonge Street, Suite 1801, Toronto, Ontario M5E 1W7 ("Scatr")

AND:

, having its offices at **(“Site”)**

Re: Project entitled "Leading the Way: PWLLE at the Forefront of Drug-Checking Initiatives" ("Project")

(Western University, Scatr and Site are referred to in this Agreement individually as a "Party" and collectively as the "Parties").

WHEREAS in collaboration with Ari Forman of Scatr, Dr. Francois Lagugne-Labarthet ("Principal Investigator") and Dr. Abe Oudshoorn ("Co-Investigator") both of Western University (collectively the "Research Team") have designed and developed the Project;

AND WHEREAS Western University has received funding from Health Canada (the "Sponsor")

AND WHEREAS Western University and Scatr wish to engage the services of the Site, and the Site wishes to be so engaged, to participate in the Project protocol (the "Scope of Work") as detailed and attached as Schedule "A", in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set out in this Agreement, the Parties hereto agree as follows:

1. Scope of Work

1.1 The Project will be conducted by or under the direction of the Principal Investigator who, in collaboration with the other Research Team, shall coordinate the Project at the Site in accordance with the Scope of Work and along with its approved amendments, hereby incorporated into this Agreement by reference. The Principal Investigator, Co-Investigator and/or Western University may amend the Protocol from time to time during the term of the Project, and a copy of such amendments will be provided to the Parties.

1.2 The Site will receive a device and its computer for use in this Project from Scatr called the SCATR SERIES 1 (the "Device"). The Device and computer will be used by the Site for the Term of the Project, as defined in Article 2, but shall remain the property of Western University. At the end of the Term, the Device will be sent to Western University.

1.3 The use of the Device by the Site is subject to their local and federal regulatory approvals. Scatr may enter into a separate agreement with the Site solely in regard to the maintenance of the Device and access to the database. There is a minimum use of the Device following an initial ramp up over the first three months of the Term. The Site will ideally endeavor an average minimum target of 60-80 scans per month. If Western University and Scatr determine the Device is not being adequately used by the Site, they have the right to ask for the return of the Device to enable another site the opportunity to use it.

2. Term

2.1. This Agreement will be effective as of _____, 202 ("Effective Date") and continue in full force and effect until _____ ("End Date"), unless the Project is completed, or otherwise extended, renewed, or amended by mutual written consent. The period of time between the Effective Date and the End Date is herein referred to as the **Term**. The Project will be conducted according to the Scope of Work.

3. Responsibilities of the Site

3.1. The Site shall:

- a) exercise due care in conducting the Project in compliance with the International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use ("ICH") Guidelines for Good Clinical Practice, the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans ("TCPS2"), all applicable Health Products and Food Branch of Health Canada ("HPFB") regulations or other applicable federal regulations;
- b) assume responsibility for the conduct of the Project at the Site and conduct the Project according to the Scope of Work (subject to any amendments). Any changes in the procedure set out in the Scope of Work will only be made if considered necessary by the Site to protect the safety, rights or welfare of the participants, provided that the Site promptly notifies the Principal Investigator of such deviation. Such deviations from the terms of the Scope of Work shall not constitute negligence, error, omission or malfeasance on the part of the Site;
- c) ensure that any support staff shall comply with the terms of the Scope of Work and any amendments to the same extent as the Site hereunder. The Site will take appropriate steps to inform each such person of his/her/their obligations hereunder and to obtain his/her/their agreement to abide by the terms and conditions of this Agreement;
- d) ensure that users complete accurately the online questionnaire associated with each scan and submit them promptly.

4. Compensation & Support

4.1 In Year 1 of the Project (April 1st 2025 - March 31st 2026), Western University will pay the Site up to three thousand dollars (\$3,000 CAD) (the "Funds") per in-person meeting involving People with Living and Lived Experience ("PWLE"). The Site shall send Western University an invoice for up to \$3k, for the payment of the in-person meeting. The cost incurred can include hospitality for the meeting as well as compensation for PWLE's time. The meeting must be held during Year 1 and the invoice received prior to March 31, 2026.

4.2 Depending on funding availability, additional compensated sessions involving PWLE may be conducted at the Site in Year 2 (April 2026 – March 2027) or Year 3 (April 2027 - March 2028) of the Project. As above, the cost incurred can include hospitality for the meeting as well as compensation for PWLE's time. If approved, the meeting(s) must be held and within the same funding year.

- 4.3 Each invoice should state the period for which the Funds are being requested and should be submitted on the Site's standard billing form and shall reference this Agreement.

Invoices shall be delivered to:

Kelly Malone, Financial Officer
The University of Western Ontario
Research Finance, Support Services Building Suite 6100
1393 Western Road
London, Ontario N6G 1G9
Phone Number: (519) 661-2111 ext. 87479
Email: kmalone7@uwo.ca

With copy to:

Dr. Francois Lagugne-Labarthet
Room 0202, Material Science Addition,
301 Perth Drive, London, Ontario N6G 2V4
Phone Number: (519) 661-2111 ext. 81006
Email: flagugne@uwo.ca

- 4.4 All properly submitted and verified invoices shall be paid within sixty (60) days of delivery to Western University, provided that Western University shall have the right to refuse to pay all or any portion of any invoice pending verification of the accuracy of the invoice or resolution of any dispute with Collaborator regarding any invoice.

Payments will be directed to:

Name
Title
Address
Phone Number:
Email address

5. Confidentiality

- 5.1. During the course of the Project, the Research Team may provide material to the Site (including scientific, technical, clinical, and commercial information) that are considered confidential and necessary to assist the Site in the conduct of the Project, including but not limited to the Scope of Work ("**Confidential Information**"). Confidential Information disclosed in writing shall be clearly labeled as "Confidential" and if disclosed other than in writing, then the Research Team shall identify such information as confidential at the time of disclosure and shall summarize such disclosure in writing and label it "Confidential" within thirty (30) days of the original disclosure. The Site agrees to use the Confidential Information for the limited purpose of performing the Project; and, except as required by applicable laws, not to disclose such Confidential Information to third parties, or not to make copies of such Confidential Information for third parties, without the prior written consent of the Research Team, Western University and/or Scatr, as applicable, which consent may be given or withheld at their discretion. The Site further agrees to deliver all tangible copies of such Confidential Information to the Research Team upon termination or natural expiration of this Agreement or earlier upon request, except that Site shall be entitled to keep one (1) archival copy of the Confidential Information for the purpose of determining their obligations hereunder. All obligations of Scatr and the Site under this Section 5.1 shall survive for a period of ten (10) years, from the effective date of this Agreement. However, the obligation of confidentiality shall not apply to information that the receiving Party can show by competent documentary proof, that:

- a) was generally available to the public or otherwise part of the public domain at the time of disclosure to the receiving Party;
- b) became generally available to the public or otherwise part of the public domain after its disclosure to the receiving Party other than through an act or omission of the receiving Party;
- c) was already properly known to the receiving Party at the time of disclosure to the receiving Party as evidenced by prior competent records of the receiving Party;
- d) was properly disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation of confidentiality to the Researcher or Western University not to disclose such information to others;
- e) was published pursuant to Section 8 of this Agreement; or
- f) was independently developed by employees of the receiving Party who had no access to the Confidential Information.

In the event that the receiving Party is required by law, judicial or administrative process, regulatory authority, or order to disclose any Confidential Information of the other Party, the receiving Party shall where possible, promptly notify the other Party so that the other Party has an opportunity to oppose such process or order prior to the disclosure of the Confidential Information by the receiving Party.

6. Privacy

- 6.1 The Parties acknowledge that all Personal Information and/or Personal Health Information ("Information") provided to it hereunder shall be subject to Ontario privacy legislation. In the case of Personal Information, as that term is defined under the *Freedom of Information and Protection of Privacy Act*, RSO 1990, c. F31 ("FIPPA"), FIPPA shall apply. In the case of Personal Health Information, as that term is defined under the *Personal Health Information Protection Act*, RSO 2004, SO 2004, s.3, Sched A ("PHIPA"), PHIPA shall apply.
- 6.2 Other applicable Federal, Provincial, or Territorial legislation, may also apply as the case may be, and as agreed upon in writing by the Parties. If the Parties have agreed to the application of FIPPA/PHIPA, and other Provincial, Territorial or Federal legislation, the legislation providing the highest degree of protection for the Information shall apply in the case of a conflict of laws. Where the Parties are subject to substantially similar provincial legislation as acceptable under the terms of the *Privacy Act*, the Parties shall comply with such provincial or territorial legislation in its use, retention, and destruction of all Information provided hereunder
- 6.3 Each Party warrants that it and/or its designee will adhere to and comply with any and all applicable provincial, territorial, and/or federal laws and regulations regarding the protection of Personal Information and Personal Health Information as herein agreed.

7. Data, Materials & Discoveries

- 7.1. Data All rights, title, and interest in and to any and all data arising out of the Project that is generated or developed by the Site or their agents, employees, or representatives, including, without limitation, any sub-investigator including, without limitation, and data generated or collected during the course of the Project from analyses shall be the sole and exclusive property of Western University.
- 7.2. Use of Data by Western University Without limiting the foregoing, Western University shall have a non-exclusive, royalty-free, irrevocable, perpetual right to use the data described in Section 7.1, for the purpose of the Project and internal and academic research purposes.
- 7.3. Materials The Site shall promptly and reasonably disclose to the Principal Investigator and Western University any materials created or developed in the course of or as a result of the research performed hereunder in relation to the Project (hereinafter "Materials"). All right, ownership, and title to materials (as defined in Article 7.3) arising from the Project shall vest with Western University.

The Parties agree to grant to the other Parties a royalty-free, non-exclusive license to use Inventions for internal and academic research purposes.

- 7.4. **Right of Sponsor.** The Principal Investigator shall report to the Sponsor what Materials, if any, have been created or developed under this Agreement and will provide copies of such Materials to the Sponsor if requested to do so. The Sponsor will review the list of Materials provided by the Principal Investigator for the purpose of determining if the Sponsor wishes to seek permission to use any such Materials. All Parties will cooperate to provide the Sponsor with the right to use such Materials as it may request.

8. Publication

- 8.1. The Research Team will have the right to publish and/or disclose publicly, information and/or data arising from the Project and the Scope of Work provided. The Site may ask to review the document prior to publication to review the document for confidential or proprietary information and for comment at least thirty (30) days prior to the Publication's submission for disclosure. Further, any information identified as being Confidential Information shall be deleted from the Publication. The Site can choose whether it wishes to be identified in any publications.
- 8.2. The final analysis and interpretation of the data generated by the Site in the performance of this Project remains with the Principal Investigator.

9. Liability & Insurance

- 9.1. No Party makes any representations or warranties whatsoever, whether express or implied, that the Project will achieve any particular results.
- 9.2. The Parties acknowledge and agree that they shall be responsible and liable for any damage or loss to the extent that such damage and loss arises as a result of the negligence or willful or wrongful acts or omissions of each of the Parties in conducting the Project, such as a failure by either Party to (a) adhere to the terms of the Scope of Work (b) comply with applicable governmental requirements or regulations of Canada (including but not limited to applicable privacy legislation), and (c) conduct the Project in accordance with the medical standards set out in the ICH Guidelines for Good Clinical Practice.
- 9.3. All Parties shall maintain appropriate policies of liability insurance with appropriate limits against any and all foreseeable risks of loss arising out of this Agreement or the Project with limits of not less than \$5,000,000 per occurrence, to cover activities of its directors, officers, employees, agents, faculty, and students. The Parties shall provide evidence of such insurance upon written request of the other Party and will provide to the other Party thirty (30) days prior, written notice of cancellation or non-renewal of its coverage.

10. Termination

- 10.1. A Party may terminate this Agreement upon giving forty-five (45) days' written notice to the other Parties. The forty-five (45) day notice shall not apply if the Party, in its sole opinion, deems that the safety of the participants is a concern.
- 10.2. In addition, a Party may immediately terminate this Agreement by written notice of breach by another Party if the Party fails to remedy such breach within ten (10) days of receipt of such notice. Breach shall be defined as a failure to comply with any provision of the Agreement and the documents incorporated herein.

11. Notice

11.1. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery or prepaid postage or by facsimile or other electronic communication addressed to the recipient as follows:

To Principal Investigator:

Dr. Francois Lagugne-Labarthe
Room 0202, Material Science Addition,
301 Perth Drive, London, Ontario N6G 2V4
Tel: 519-661-2111 x81006
Email: flagugne@uwo.ca

To Co-Investigator

Dr. Abe Oudshoorn
Room 2304, FNB
1151 Richmond Street, London, Ontario
Tel: 519-661-2111 x86042
Email: aoudsho@uwo.ca

To Western University:

The University of Western Ontario
Western Research, Support Services Building,
Suite 5150
London Ontario N6G 1G9
Attention: Contract Research Team
Email: researchcontracts@uwo.ca

To Scatr:

Ari Forman, Chief Executive Officer
1 Yonge Street, Suite 1801
Toronto, Ontario M5E 1W7
Tel: 416-986-6408
Email: ari@scatr.ca

To Site:

Address:

Attention:

Tel:

Email:

or to such other address, individual, or electronic communication number as may be designated by notice given by either Party to the other. Any demand, notice, or other communication shall be conclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if the transmission is received during normal business hours of the recipient on a business day and on the business day following the transmittal thereof if not so transmitted.

12. Use of Name

12.1 Notwithstanding anything in the Agreement to the contrary and without further notice, the Parties hereto agree that each of the Parties may disclose the existence of this Agreement, identify the Parties to this Agreement, the Project title, the Principal Investigator in an annual report or in any publication or presentation relating to the results of the Project as provided herein. However, no Party shall use the name of another in any publication, news release, promotion, advertisement, or other public announcements, whether written or oral, that endorses services, organizations, or products, without the prior written approval of the Party, such approval to be determined by the Party in its sole and unfettered discretion. Any such use by a Party shall be subject to any guidelines issued by the other Party relating to its trademarks.

13. General

- 13.1. It is understood and agreed that a Party shall not be or be deemed to be an agent or an employee of any of the other Parties for any purpose and that their relationship shall be that of an independent contractor. Nothing in this Agreement shall constitute a partnership or a joint venture between two or more of the Parties.
- 13.2. This Agreement may be amended only by the further written agreement between authorized representatives of the Parties.
- 13.3. In any conflict between the terms of this Agreement and the documents incorporated herein the terms of this Agreement shall take precedence. The headings and subheadings used in this Agreement are for ease of reference only and shall not amplify, limit or otherwise affect the meaning of the terms and conditions of this Agreement.
- 13.4. No right or license is granted under this Agreement by any Party to any of another Party either expressly or by implication, except those specifically set forth herein. Nothing contained within this Agreement shall impose an obligation of exclusivity on one Party by any of the other Parties. Each Party reserves the right to enter into and participate in other activities (either alone or with a third party) including, but not limited to, other research projects.
- 13.5. This Agreement will be construed, interpreted, and enforced under the applicable laws of the Province of Ontario, without regard to its conflicts of laws provisions, and the laws of Canada applicable therein.
- 13.6. Western University shall be permitted to monitor and review the Project through visits to the Site or other means to ensure compliance. Such permission shall be extended to the Sponsor if requested.
- 13.7. In the event that the Auditor General of Canada conducts an inquiry into the use of funds under the Project, the Site and Scatr shall grant access to its respective documents, records, and premises as required by the Auditor General or his/her representatives or agents for the purposes of such inquiry.
- 13.8. The Site and Scatr shall keep all records, information, databases, reports, and all other documentation related to the project to associated expenditures and costs, for a period of six (6) years from the expiration or termination of this Agreement.
- 13.9. The Site acknowledges that the provision of the Devices is subject to there being an appropriation of funds by the Parliament of Canada and is also subject to the funds being amended or terminated in the event that federal program levels are amended or terminated for any fiscal year in which funding is to be provided to Western by the Sponsor in relation to the Project.
- 13.10. Where appropriate, the Parties shall provide services, programs, projects, or activities in relation to this Agreement in both official languages.
- 13.11. If the Sponsor requires that changes be made to this Agreement, the Parties agree to negotiate in good faith to amend the Agreement to ensure compliance.
- 13.12. Articles 5, 6, 7, 8, 9, 10.3, 11, 12, 13.3, and 13.5 will survive any termination or expiration of this Agreement. No termination hereunder shall constitute a waiver of any rights or causes of action that any Party may have based upon events occurring prior to the termination date.

- 13.13. No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.
 - 13.14. This Agreement may be signed in counterparts, and each counterpart may be delivered by electronic mail. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.
 - 13.15. Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Parties reasonably request to evidence, carry out, or give full force and effect to the intent of this Agreement.
 - 13.16. This Agreement sets forth the entire understanding between the Parties and supersedes all other understandings, whether written or oral, between any of the Parties with respect to the same subject matter.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed, as of the date first written above, in multiple counterparts by their duly authorized representatives who, by signing, confirm their authority to bind their respective party.

THE UNIVERSITY OF WESTERN ONTARIO

Per: Lisa Cechetto Date
Executive Director, Western Research

SCATR

Ari Forman Date
Chief Executive Officer

SITE

(Authorized Signature)
Name (Print Name): _____
Title: _____
Date: _____

Acknowledged by:

PRINCIPAL INVESTIGATOR:

Dr. Francois Lagugne-Labarthe Date
Professor

SCHEDULE “A”- SCOPE OF WORK

Study Rationale:

The primary goal of this Project is to involve People with Lived and Life Experience (“PWLLE”) to enhance harm reduction strategies, including an optimal use of drug-checking services across participating sites by elaborating new strategies about the location and access of drug-checking technology. In order to engage with these target populations, the Research Team will work together with PWLLE at the Site to assist with outreach, and to propose a more efficient and customized ensemble of solutions.

This Project also aims at ensuring anyone at the Site who is interested and who might benefit from drug checking services have the ability to do so. The Research Team will be specifically assessing on an ongoing basis if minority groups of people who use drugs (“PWUD”) are feeling well supported in using the drug-checking services, including those in remote communities. For urban sites, equity-seeking groups are anticipated to be over-represented among those who are street-involved. Adding outreach to remote communities to the Project model, as well as refining existing services with feedback from PWLLE, will increase access to and utilization of drug-checking services in a targeted way for equity-seeking groups. This model of prioritizing services to those under-represented is precisely equity in action.

The Research Team’s approach to sex- and gender-based analysis acknowledges that health outcomes and experiences with substance use are influenced by a myriad of factors, including socioeconomic status, gender, ethnicity and education. These social determinants can influence the access to resources, treatment and harm-reduction incentives. The Research Team recognizes different cultural groups may have varying perspectives on substance use, stigmatization and treatment, and will be conscious of these nuances, ensuring inclusivity in their materials and approaches. Substance use can also vary based on gender and sexual differences, so the Research Team will incorporate gender-sensitive strategies, especially in communication and outreach. Recognizing the intricate interplay between social determinants of health and the experiences of PWLLE of substance use, this Project aims to incorporate a comprehensive lens of diversity and gender-based analysis.