



CANARIE

July 17, 2009

Canadian Light Source Inc.
University of Saskatchewan
101 Perimeter Road
Saskatoon, SK S7N 0X4

Dear Mr. Matias and Ms. Lepage,

Re: Consent to use IP from NEP-01 Project

It has come to CANARIE's attention that Canadian Light Source (CLS) would like to use the ANISE software, developed out of the NEP-01 (Science Studio) project, with various synchrotrons across the world.

Section 11.3 of the NEP-01 main Project Agreement, section 11.3 states,

"The Lead Contractor shall not transfer, assign, mortgage, or in any way encumber its right, title, interest in and to, or custody of, any Intellectual Property or physical assets of the Project, without the prior written consent of CANARIE, and shall ensure that all Participants agree to the same with respect to their proprietary rights. Notwithstanding the foregoing, the written consent of CANARIE is not required where the Lead Contractor or any Participant enters into a reasonable commercial arrangement with a third party for the purpose of honouring its contractual obligations to CANARIE to exploit the results of the Project. For the purposes of this section, "physical assets" are defined as assets acquired by the Lead Contractor or any Participant and reimbursed as Eligible Costs by CANARIE pursuant to this Agreement."

Please accept this letter as a formal statement from CANARIE granting permission to CLS to share its intellectual property, specifically the ANISE software, developed from the NEP-01 (Science Studio) project, with international synchrotrons, so long as CLS and the Lead Contractor of the project comply with the remaining sections (11.1, 11.2, 11.4 and 11.5) of clause 11 in the main NEP-01 Project Agreement.

Sincerely,

Guy Bujold
President and CEO