About the CFN NCE Network Agreement

Canadian Frailty Network (CFN) is the “doing business under” name for Technology Evaluation in the Elderly Network, a not-for-profit corporation funded by the Government of Canada Network of Centres of Excellence Program (NCE). As a condition of funding, CFN must have a Network Agreement in place with its members which sets out the rights and obligations of each party with respect to the funds provided to the network members and whose terms and conditions are consistent with the terms and conditions of the NCE Funding Agreement with CFN.

Members are academic institutions/research organizations eligible to receive funds from at least one of Canada’s Granting Agencies. For their qualified researchers to receive funding from CFN, the institutions must become signatories of the CFN NCE Network Agreement.

The CFN NCE Network Agreement consists of:

   Pages 2-36      Original Network Agreement with Amendments #1 to #7
   Pages 37-84     Amendments #8 to #16
   Page 85         Appendix A: Declaration by Network Investigator
   Pages 86-90     Appendix B: Confidentiality Agreement
   Pages 91-96     Appendix C: Confidential Information and Material Transfer Agreement

Current Network Members

Please note that the last Amendment (#16) contains the most current list of Network Member Institutions (pages 74 to 75) and contact information (pages 78 to 84).

If you have any questions about the Network Agreement, please contact CFN at:

   info@cfn-nce.ca
ANNEX A TO THE NCE FUNDING AGREEMENT
NETWORKS OF CENTRES OF EXCELLENCE

NETWORK AGREEMENT
BETWEEN
TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK
AND
CENTRE HOSPITALIER DE L'UNIVERSITE DE MONTREAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSSIE UNIVERSITY
FRASER HEALTH AUTHORITY
HOPITAL SACRE-COEUR DE MONTREAL
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LAWSON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNAT SINAI HOSPITAL
NOVA SCOTIA HEALTH AUTHORITY
AOTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN'S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SIMON FRASER UNIVERSITY
ST. MICHAEL'S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRILLIUM HEALTH PARTNERS
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITE DU QUEBEC a MONTREAL
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITE DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Network has been selected to be funded under the Networks of Centres of Excellence Program;

WHEREAS in discharging its obligations under its Funding Agreement with the Granting Agencies, the Network will fund certain research activities carried out at Network Members through Network Investigators;

WHEREAS the Funding Agreement obliges the Network to enter into an agreement with Network Members, setting out the obligations of the parties and providing for such matters as reporting requirements, use of research funds, and ownership and exploitation of intellectual property. All signatories of this Agreement will abide by the relevant terms set out in the NCE Funding Agreement;

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants contained herein, the Parties agree as follows.

1. DEFINITIONS

In this Agreement, the following terms are defined as follows:

i. "Administrative Centre” means the central administrative offices of the Network located at the Network Host.

ii. “Agreement” means this NCE Network Agreement including all attachments and appendices as may be amended from time to time.

iii. “Background Intellectual Property” means, individually or collectively, all Intellectual Property developed, produced or obtained by a Party outside of the Network Research.

iv. “Board” means the Board of Directors of the Network.

v. “Commercialization” means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.

vi. “Confidential Information” means knowledge, materials, know-how or any proprietary information, whether in electronic, written, graphic or other tangible form, and any such oral information that has been reduced to writing within two weeks of its disclosure, and has been identified as “confidential”.

vii. “Granting Agencies” means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and/or the Social Sciences and Humanities Research Council (SSHRC). “Granting Agency” means any one of them.

viii. “HQP” means the highly qualified personnel of the Network and Network Members and includes: trainees and research staff such as graduate students; postdoctoral fellows; research associates; technicians; and summer students working under the supervision of Network Investigators.
ix. **“Intellectual Property”** means all materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any rights to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law.

x. **“Memorandum Of Understanding”** means the Memorandum of Understanding on the Roles and Responsibilities in the Management of Federal Grants and Awards signed between the Network Members and the Granting Agencies, outlining the basic requirements for obtaining and maintaining institutional eligibility to administer grant funds.

xi. **“NCE Funds”** or **“Grant”** means funds provided to the Network by the Granting Agencies, particulars of which are set out in the NCE Funding Agreement.

xii. **“NCE Funding Agreement”** means the agreement entered into between the Granting Agencies, the Technology Evaluation in the Elderly Network and the Network Host.

xiii. **“NCE Program”** is a program of the Government of Canada jointly administered by the Granting Agencies with the goal of mobilizing Canada’s research talent in the academic, private and public sectors, and applying it to the task of developing the Canadian economy and improving the quality of life of Canadians; the Network has been selected as a recipient of the program in order that it may carry out research that will further these goals.

xiv. **“NCE-Network Program Guide”** means the guide published in connection with the NCE Program detailing the processes, procedures and Eligible Expenses of the NCE Program in existence at the time of the NCE Funding Agreement, as may be amended from time to time.


xvi. **“Network Affiliate”** means a company, government agency or other organization that is involved in a specific aspect of Network research or other Network activity, or provides support to the Network, and that has been accepted as an Affiliate of the Network by the Board of Directors and that has entered into a Network Affiliate agreement with the Network.

xvii. **“Network Funds”** means all funds managed by the Network, including the Grant and Non-NCE funds provided by Network Members and by other sources in support of the activities of the Network.

xviii. **“Network Host”** means Queen’s University at Kingston a Canadian university or post-secondary institution with a mandate for research and their affiliated institutions (including hospitals, research institutes and/or other not-for-profit
organizations) that houses the Administrative Centre and has signed this Agreement.

xix. “Network Investigator” means a researcher:
   a. who is considered eligible to receive funds from the Granting Agencies and who is affiliated with a Network Member;
   b. who has been accepted as an Investigator in the Network by the Board of Directors; and,
   c. who has signed the Acknowledgment attached as Appendix A to the Network Agreement.

xx. “Network Member” means Canadian universities or post-secondary institutions with a mandate for research and their affiliated institutions including hospitals, research institutes and/or other not-for-profit organizations or other organizations eligible to receive research funds from any of the Granting Agencies and that employ or otherwise give academic status to one or more Network Investigators and that has signed this Agreement, but excludes any “department” or “departmental corporation” as defined in section 2 of the Financial Administration Act, any “agent corporation” or “Crown corporation” as defined in subsection 83(1) of the Financial Administration Act, any province or municipality.

xxi. “Network Research” means research projects supported by Network Funds and carried out by Network Investigators and their respective HQP.

xxii. “Network-Supported Intellectual Property (NSIP)” means Intellectual Property created or invented during a Network Research project.

xxiii. “Net Revenues” means proceeds received from commercialization of Network-Supported Intellectual Property (NSIP) minus reimbursement of out-of-pocket expenses incurred in obtaining legal protection for and/or commercialization of the NSIP.

xxiv. “Non-NCE funds” means funds provided by Network Affiliates, Network Members and by other sources in support of the activities of the Network.

xxv. “Parties” means the signatories to this Agreement.

xxvi. “Technology Transfer Office” means the office at the Network Member where a Network Investigator is employed or holds academic status that has responsibility for commercializing Intellectual Property.

xxvii. “Tri-Council” refers to the “Granting Agencies.”

2. OBLIGATIONS OF NETWORK MEMBERS

2.1 FINANCIAL MANAGEMENT AND REPORTING REQUIREMENTS

Network Members shall hold Network Funds in trust for use by the Network and the Network Investigators in accordance with the Funding Agreement, the terms established by the Network, the policies of the Network Members and the requirements of the NCE.
Program.

2.1.1 Each Network Member shall provide to the Administrative Centre, by May 1 of each year of this Agreement, financial reports for all Network Funds they receive in accordance with the requirements of the Network and the NCE Program.

2.1.2 Each Network Member receiving Network Funds shall:

i) Ensure that adequate financial controls consistent with the rules and guidelines of the NCE Program and the Tri-Council rules and regulations are maintained with respect to Network Funds;

ii) Keep proper accounts and records of all expenditures;

iii) Provide the Administrative Centre with the name and address of the person at the Network Member responsible for the administration and accounting of Network Funds and the name and address of the responsible person at the Technology Transfer Office;

iv) Work in concert with the owners and inventors of the NSIP and the Network, in the Commercialization of NSIP;

v) Provide their Network Investigators with sufficient space, time and institutional support to allow them to contribute to Network Research;

vi) Promptly notify the Administrative Centre in the event that a Network Investigator ceases to be employed by a Network Member or otherwise ceases to maintain academic status at that Institution; and

vii) Repay to the Network any amounts claimed or spent on expenses other than Eligible Expenses as outlined in the NCE Funding Agreement.

2.2 CONFIDENTIAL INFORMATION AND MATERIAL TRANSFER

In carrying out the activities contemplated by this Agreement, it is anticipated that the Network Members may disclose certain information or material which is considered by the disclosing party to be confidential. Where such information is disclosed or material is transferred, it shall be substantially in accordance with the form of the Confidentiality Agreement attached as Appendix B to the Network Agreement or the Material Transfer Agreement attached as Appendix C to the Network Agreement, as the case may be.

2.3 AUDITOR GENERAL MAY AUDIT

2.3.1 The Network Member agrees that the Auditor General of Canada may, at Canada’s cost, after consultation with the Network, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to the use of Grant funds. For the purposes of any such inquiry undertaken by the Auditor General, the Network Member shall provide, upon written request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
i) All records held by the Network Members or by its agents or contractors relating to this Agreement, the NCE Funding Agreement and the use of Grant funds; and,

ii) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any of this Agreement, the NCE Funding Agreement or the use of the Grant funds.

2.4 OTHER REQUIREMENTS

2.4.1 Each Network Member shall obtain in writing an acknowledgment, in the form set out as Appendix A, from each of their respective Network Investigators that he or she understands and agrees to be bound by the provisions entitled “Obligations of Network Investigators” set out in section 3 of this Agreement;

2.4.2 Each Network Member shall require all HQP to comply with terms substantially similar to those governing the Network Investigator set out in this Agreement. The Network Member shall be responsible for any breach of those terms by the HQP.

2.4.3 Each Network Member shall ensure that accurate accounts and records, including, but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Grant are kept in accordance with the Memorandum of Understanding and shall, upon reasonable notice, make them available to a representative of the Granting Agencies for inspection and audit;

2.4.4 Each Network Member shall ensure that Network Investigators obtain appropriate certification and/or approval regarding use of humans, animals and/or biohazards in the conduct of Network Research in accordance with the requirements of the NCE Program and the Granting Agencies;

2.4.5 Each Network Member will ensure that Network Investigators obtain appropriate certification and/or approval for research detailed in Paragraph 2.4.6 to Paragraph 2.4.15;

2.4.6 Research involving humans will meet the requirements of the Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (see http://www.pre.ethics.gc.ca/pdf/eng/tcp2/TCPS_2_FINAL_Web.pdf for details);

2.4.7 Research involving human pluripotent stem cells is required to adhere to the Updated Guidelines for Human Pluripotent Stem Cells Research posted on the CIHR Web site (see http://www.cihr-irsc.gc.ca/e/42006.html for details);

2.4.8 Research requiring the use of animals will be conducted in accordance with the policies and guidelines of the Canadian Council on Animal Care: Guide to the Care and Use of Experimental Animals (Volume 1 and 2) and hold a valid Certificate of Good Animal Practice (GAP) (see http://www.ccac.ca/Documents/Standards/Guidelines/Experimental_Animals_Vol1.pdf and http://www.ccac.ca/Documents/Standards/Guidelines/Vol2/non_human_primates.pdf for electronic versions of Volume 1 and 2 respectively);
2.4.9 Research involving biohazards must adhere to the standards outlined in the latest edition of Laboratory Biosafety Guidelines of the Public Health Agency of Canada (see http://www.phac-aspc.gc.ca/lab-bio/index-eng.php for details);

2.4.10 Research involving infectious agents must adhere to the latest edition of the Laboratory Biosafety Guidelines prepared by the Public Health Agency of Canada (see http://www.phac-aspc.gc.ca/lab-bio/index-eng.php for details);

2.4.11 Research involving radioactive materials must comply with all Canadian Nuclear Safety Commission (CNSC) regulations, recommended procedures, and safety precautions governing the use of such materials in Canada (see http://www.nuclearsafety.gc.ca/eng/lawsregs/index.cfm for details);

2.4.12 Research activities having potential effects on the environment must adhere to the Environmental Review Policy for Networks Receiving NCE Funds (see Appendix D of the NCE-Networks Program Guide for details);

2.4.13 Research involving controlled information must comply with all laws and regulations regarding Controlled Information, including, but not limited to, the Defence Production Act, Export Control Regulations, and the Controlled Goods Regulations before, during or after the tenure of a grant from the NCE. The Network Member will ensure subsequent documentation required by the Network, including all reports and strategic plans, will not include information subject to restrictions or controls under the Export and Import Permits Act or its regulations, the Export Control Regulations or the Controlled Goods Regulations (see http://www.nserc-crsng.gc.ca/NSERC-CRSNG/Policies-Politiques/certaintypes-typescertaines_eng.asp for details);

2.4.14 Research involving Aboriginal People must adhere to the CIHR Guidelines for Health Research Involving Aboriginal People (see http://www.cihr-irsc.gc.ca/e/29134.html for details); and

2.4.15 Research performed in the Yukon, the Northwest Territories, and Nunavut must be accompanied by the appropriate licenses for all researchers. Research in the North should be governed by a set of ethical principles as described in the publication by the Association of Canadian Universities for Northern Studies titled Ethical Principles for the Conduct of Research in the North (see http://acuns.ca/website/wp-content/uploads/2010/09/EthicsEnglishMarch2003.pdf for details).

3. OBLIGATIONS OF NETWORK INVESTIGATORS

In signing the Acknowledgement attached as Appendix A, a Network Investigator agrees as follows:

3.1 PUBLICATIONS

In all presentations and publications of results of Network Research, the Network Investigator shall acknowledge the author’s participation in the Network and the support of the NCE Program and Granting Agencies, and shall also refer to industrial support where appropriate.
3.2 DISCLOSURE AND COMMERCIALIZATION OF NSIP

3.2.1 The Network Investigator shall promptly disclose in writing to the Network and to the Technology Transfer Office, where required by the policies and/or practices of his/her institution, any results of Network Research that the Network Investigator believes have the potential to be commercialized;

3.2.2 The Network Investigator shall withhold publication for the longer of ninety (90) days or for such period as is provided by the policies of his/her Network Member, any such material pending evaluation by the Network and the Technology Transfer Office of his/her Network Member, where applicable, to determine whether contents contain patentable, commercializable or Confidential Information. For greater clarity, Network Investigators 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 research carried out pursuant to this Network Agreement, except where such publication or presentation would result in the public disclosure of NSIP or Confidential Information.

3.2.3 Furthermore, upon request by the Network or the Network Member, the Network Investigator shall further delay publication of NSIP for up to six (6) months to provide time for the Network or the Network Member to seek patent protection for the NSIP. The Network Investigator will work with the Technology Transfer Office, where applicable, and the Dean of Graduate Studies to ensure that any such delays does not interfere with a student’s thesis defence or the graduation of the student.

3.2.4 The Network Investigator shall promptly disclose in writing to his/her Network Member and to the Administrative Centre any conflict of interest that may arise pursuant to the terms of section 3.4.

3.2.5 The Network Investigator shall promptly disclose in writing to the Network and to the Technology Transfer Office, where required by the policies and/or practices of his/her institution, existing Intellectual Property and any prior art which could limit the extent to which proposed and/or ongoing Network Research could be commercialized.

3.3 CONFIDENTIAL INFORMATION AND TRANSFER OF MATERIAL

The Network Investigator shall ensure that the appropriate agreements concerning the disclosure of Confidential Information and the transfer of biological and other materials are entered into prior to any disclosure of Confidential Information or transfer of material by the Network Investigator.

Where such information is disclosed or material is transferred, it shall be substantially in accordance with the form of the Confidentiality Agreement attached as Appendix B or the Material Transfer Agreement attached as Appendix C.

3.4 CONFLICT OF INTEREST AND RESEARCH ETHICS

3.4.1 The Network Investigator shall abide by the Tri-Council Policy Statement on Integrity in Research and Scholarship (see: http://www.nserc-crsng.gc.ca/NSERC-
CRSNG/Policies-Politiques/tpsintegrity-picintegritie_eng.asp for details) governing the
use of Grant funds and the conduct of research.

3.4.2 Each Network Investigator shall abide by the provisions of his/her Network
Member’s policies and guidelines with respect to conflict of interest and conflict of
commitment, and by the provisions of the NCE Conflict of Interest Policy Framework, as
outlined in the NCE Program Guide.

3.4.3 The Network Investigator shall be responsible for ensuring appropriate
certification and/or institutional approval is obtained for their Network Research that
involves any types of research described in Paragraph 2.4 of this Agreement.

3.5 RECORDS AND REPORTS

3.5.1 The Network Investigator shall submit research progress reports to the
Administrative Centre as required by the Network;

3.5.2 The Network Investigator shall ensure that all HQP are aware of and will comply
with substantially similar terms to those governing the Network Investigator set out in this
Agreement;

3.5.3 The Network Investigator shall ensure that all HQP maintain effective record
keeping for experiments carried out as part of Network Research.

3.6 OTHER OBLIGATIONS

a. The Network Investigator shall use reasonable efforts to attract complementary
research funding;

b. The Network Investigator shall work in concert with the Network, the Network
Members, Network Affiliates and other inventors in the commercialization of NSIP
including, but not limited to, the prosecution of patents, all in accordance with
sections 6 (Ownership of Intellectual Property) and 7 (Principles of

c. The Network Investigator shall participate in Network committees and in other
Network activities as required.

d. The Network Investigator(s) who is (are) the primary user(s) of equipment
purchased with NCE funds i.e. Grant Funds, and the Network Member owning this
equipment, agree(s) to provide other Network Investigators with reasonable access
to the equipment for the pursuit of other Network Research projects, and other
non-Network Research projects, with Network Research having priority access. The
parties acknowledge that the party requesting access may be required to sign a
further agreement setting out the terms of such access to ensure confidentiality,
security and privacy..

e. The Network Investigator(s) shall promptly provide to the Network a description of
all capital expenditures prior to purchase with NCE Funds.

3.7 TERMINATION OF PROJECT FUNDING

Where the Network determines that a Network Investigator has failed to comply with the
duties and responsibilities set out in this Agreement, it shall promptly notify the Network
Member and the Network Investigator of the particulars. The Network Investigator shall have thirty (30) days within which to remedy the failure, failing which the Network may terminate funding of the Network Research carried out by the Network Investigator. Notwithstanding the termination of funding, the Network Investigator will co-operate with the Network to ensure an orderly transfer of responsibilities and phase-out of activities, and shall continue to be bound by the provisions of this Agreement governing intellectual property, publication, confidentiality and any other provisions which are necessary for the Network to fulfill its obligations to the NCE Program.

4. DISCLAIMERS OF WARRANTY AND LIABILITY

Each Party to this Agreement acknowledges that any and all research results, including information, Intellectual Property, including NSIP and background Intellectual Property (BIP), and other tangible and intangible materials that it may receive pursuant to this Agreement are to be used with caution and prudence, since all of their characteristics are not known. Each party disclaims all liability for any damages however arising from the use of such research results. Each Party further acknowledges that such research results, information, Intellectual Property, including NSIP and BIP, and other tangible or intangible materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty of any sort, express or implied, and that the provider makes no representations that the use of the same will not infringe any patent or other proprietary right. This section survives the provisions of section 10 of this Agreement (Withdrawal).

5. EQUIPMENT

5.1 Title to equipment purchased with NCE Funds shall vest with the Network Member that purchased the equipment.

5.2 The Network’s Board shall have the right to direct the relocation of equipment purchased with NCE Funds from one Network Member to another. In such event, ownership will be transferred to the receiving Network Member and the relevant Parties agree to execute any documents that may be reasonably necessary to effect this. The cost of any such relocation shall be borne by the Network.

5.3 To avoid unnecessary inconvenience, the Board shall, in directing the relocation of equipment from a Network Member, take into account the existing commitments of the Network Member for the use of the equipment.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership and treatment of NSIP shall be determined by applicable Canadian law and the policies and collective agreements of the Network and relevant Network Member(s). The Parties agree that the authority and responsibility for making decisions with regard to legal protection and commercialization of NSIP, subject to the requirements under 7.3, shall rest with the owners of the NSIP. Where there are two or more owners of the NSIP, they shall designate an agent to act on their behalf. For greater certainty and without limitation, except as set out herein, unless otherwise agreed to in writing on a case-by-case basis by the owners of NSIP, no one, other than the owner, shall have any rights in
the NSIP, other than the right to a non-exclusive license provided for in section 7.2 of this Agreement.

7. PRINCIPLES OF COMMERCIALIZATION OF INTELLECTUAL PROPERTY

7.1 Pursuant to the mandate of the NCE Program, every reasonable effort must be made to have the results of Network Research exploited in Canada for the benefit of Canadians. Accordingly, the Parties shall act in accordance with the Benefit to Canada Working Guidelines, as outlined in the NCE Program Guide.

7.2 Upon written request to the owner(s) of the NSIP, the Network Members shall be offered a non-transferable, non-exclusive, royalty-free, perpetual licence to use and modify all NSIP solely for research and educational purposes provided that the terms and conditions of such licence will not interfere with efforts to commercialize the NSIP.

7.3 Within thirty (30) days after the receipt of a written disclosure, the NSIP owner(s), the inventor's employer or the Network shall call a meeting of all interested parties to discuss the history of support, the potential for commercialization, a plan for management, share of returns and commercialization of the intellectual property.

8. SHARING OF NET REVENUES

8.1 The owner, the inventor, the inventor’s employer, the Network and any relevant Network Affiliates or Network Members, shall be entitled to a share of the Net Revenues commensurate with their contributions related to the NSIP, in accordance with the applicable Network and/or Network Member's official policies, as well as the terms of any relevant Network Affiliate agreement.

8.2 The parties shall negotiate the terms in good faith.

9. DISPUTE RESOLUTION

9.1 Consultation/Negotiation. In the event of a controversy or dispute between or among any Parties arising out of, or in connection with, this Agreement or regarding its interpretation or operation, the disputing Parties agree to use their best efforts to resolve the dispute amicably.

9.2 Mediation. If the Parties are unable to resolve their dispute within sixty (60) days after beginning the consultation/negotiation process, any Party to the dispute may serve written notice on the other Party(s) requiring that they submit the dispute to non-binding mediation. The Parties shall mutually agree on a single mediator to mediate the dispute in accordance with mediation procedures suggested by the mediator and agreed to by the Parties. The Parties agree to use best efforts to participate in the mediation process and attempt to resolve their dispute. Each Party shall pay its own costs and an equal share of all other costs of the mediation.

9.3 Arbitration. If the mediation fails to resolve the dispute within sixty (60) days following the day the mediator is appointed, or if one Party refuses to cooperate or participate in good faith in the mediation process, any Party to the dispute may serve
written notice on the other Parties that the dispute be submitted to binding arbitration in
the following manner:

a. The Parties shall mutually agree on a single arbitrator to adjudicate the dispute. If
   the Parties cannot agree on a single arbitrator within fifteen (15) days of receipt of
   the written notice requiring arbitration, then either Party may apply to a Judge of a
court having jurisdiction to appoint the single arbitrator who shall be unconditionally
accepted by both Parties.

b. Unless otherwise agreed to by the Parties, the arbitration shall be conducted in
   English and according to the governing law of this Agreement and in accordance
with arbitral procedures in place in that jurisdiction.

c. The arbitration shall be carried out no later sixty (60) days from appointment of the
   single arbitrator or chair of the arbitral panel, as the case may be.

d. Unless the Parties to the dispute otherwise agree, the arbitration shall be held in the
city where the Network Host is located.

e. Each Party shall bear the cost of preparing its own case. The arbitrator shall have
   the right to include in the award the prevailing party’s cost of arbitration and
reasonable fees of attorneys, accountants, engineers and other professionals
incurred by it in connection with the arbitration. Failing a specific award, the Parties
shall share equally the cost of the arbitrator and arbitration proceedings.

f. The award rendered by the arbitration shall be final and binding on all Parties and
   may be entered as an order in any court having jurisdiction.

g. This section survives the provisions of section 10 of this Agreement (Withdrawal
   from Agreement).

h. Notwithstanding the provisions of this section, the Parties recognize that a Party
   may desire to seek emergency, provisional, or summary relief (including temporary
injunctive relief) to enforce the provisions of this Agreement relating to protection of
Intellectual Property and/or Confidential Information. A Party may seek such relief
provided, however, that immediately following the issuance of any emergency,
provisional, temporary injunctive or summary relief, any such judicial proceedings
shall be stayed (and each Party shall consent to such stay) pending resolution of
any related underlying claims between the Parties.

10. WITHDRAWAL FROM AGREEMENT

10.1 Upon the withdrawal of a Network Member, the Network Investigator(s) affiliated
with that Network Member will no longer be eligible to receive Network Funds.
Notwithstanding withdrawal from this Agreement, the Network Member and the Network
Investigator(s) shall continue to be bound by the provisions of this Agreement governing
intellectual property, publication, confidentiality and any other provisions which are,
under the terms of this Agreement, necessary for the Network to fulfil its obligations to
the NCE Program.
10.2 **Voluntary Withdrawal:** A Network Member shall be entitled to withdraw from this Agreement upon ninety (90) days written notice to the Board and the Network.

10.3 **Involuntary Withdrawal:** Where the Network determines on the basis of at least a two-thirds majority vote of the Board that a Network Member has failed to comply with the duties and responsibilities set out in this Agreement, it shall promptly notify the Network Member(s) of the particulars. The Network Member shall have thirty (30) days within which to remedy the failure, otherwise the Network Member may be deemed to have withdrawn from this Agreement.

10.4 **Consequences of Withdrawal:** Upon the effective date of withdrawal of a Network Member, the withdrawing Network Member shall submit to the Network a full account of all unused and uncommitted funds advanced by the Network, provided that the Network shall reimburse the Network Member for all eligible costs incurred up to the date of withdrawal and any non-cancelable obligations incurred in connection with the Network Research. The withdrawing Network Member and Network Investigator(s) will co-operate with the Network to ensure an orderly transfer of responsibilities and phase-out of activities.

11. **EFFECTIVE DATE AND TERM**

This Agreement shall come into force on the date signed and shall remain in force for the same duration as the NCE Funding Agreement.

12. **AMENDMENTS**

The terms and conditions set forth in this Agreement, together with the Annexes, form the complete Agreement among the Parties, and no amendment or modification shall be binding upon the Parties unless agreed to in writing by the Parties. In the event the NCE Program policies or policies of the Government of Canada are amended during the term of this Agreement, the Granting Agencies will provide ninety (90) days written notice to the Network and specify what amendments to this Agreement are required. Following receipt of such notice, the Parties agree to make all necessary amendments to this Agreement, as required by the NCE Secretariat.

13. **GENERAL**

13.1 Nothing in this Agreement shall be construed so as to create a legal relationship of partnership, agency or employment among any of the Parties. Each Party is an independent contractor and is not authorized or empowered to act as agent for any other Party for any purpose.

13.2 Notices under this Agreement shall be given by prepaid post, email, facsimile or courier. Notices sent by prepaid post shall be deemed received on the fifth business day following dispatch. Notices sent by facsimile, email or courier shall be deemed received on the business day following dispatch. Notices shall be addressed as follows:

a) if to the Network:
   Technology Evaluation in the Elderly Network
b) if to the Network Member:

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<thead>
<tr>
<th>Organisation</th>
<th>Contact Person</th>
<th>Email Address</th>
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<tbody>
<tr>
<td>Centre Hospitalier de l'Université de Montréal</td>
<td>Brigette Lesperance</td>
<td><a href="mailto:brigitte.lesperance.chum@ssss.gouv.qc.ca">brigitte.lesperance.chum@ssss.gouv.qc.ca</a></td>
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<tr>
<td>Conestoga College Institute of Technology and Advanced Learning</td>
<td>Kevin Mullan</td>
<td><a href="mailto:kmullan@conestogac.on.ca">kmullan@conestogac.on.ca</a></td>
</tr>
<tr>
<td>Dalhousie University</td>
<td>Martha Crago</td>
<td><a href="mailto:martha.crago@dal.ca">martha.crago@dal.ca</a></td>
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<td>Fraser Health Authority</td>
<td>Andrew Webb</td>
<td><a href="mailto:andrew.webb@fraserhealth.ca">andrew.webb@fraserhealth.ca</a></td>
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<td>Hospital Sacre-Coeur de Montreal</td>
<td>Melissa Villeneuve</td>
<td><a href="mailto:melissa.villeneuve.hsc@ssss.gouv.qc.ca">melissa.villeneuve.hsc@ssss.gouv.qc.ca</a></td>
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<tr>
<td>Institute for Clinical Evaluative Sciences (ICES)</td>
<td>Michael Schull</td>
<td><a href="mailto:mjs@ices.on.ca">mjs@ices.on.ca</a></td>
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<td>Gustavo Wendichansky</td>
<td>Chief Financial Officer</td>
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<td>Lakehead University</td>
<td>Andrew Dean</td>
<td>Interim Vice President, Research</td>
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<td>Sophie D’Amours</td>
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<td>Lawson Health Sciences Centre</td>
<td>Stacy Larizza</td>
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<td>Carole Goutorbe</td>
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<td>Nova Scotia Health Authority</td>
<td>Patrick McGrath</td>
<td><a href="mailto:patrick.mcgrath@iwk.nshealth.ca">patrick.mcgrath@iwk.nshealth.ca</a></td>
</tr>
<tr>
<td>Ottawa Hospital Research Institute</td>
<td>Robert Lajeunesse</td>
<td><a href="mailto:rlajeunesse@ohri.ca">rlajeunesse@ohri.ca</a></td>
</tr>
<tr>
<td>Queen's University at Kingston</td>
<td>Steven Liss</td>
<td><a href="mailto:steven.liss@queensu.ca">steven.liss@queensu.ca</a></td>
</tr>
<tr>
<td>Research Institute of the McGill University Health Centre</td>
<td>Cinzia Raponi</td>
<td><a href="mailto:cinzia.raponi@muhc.mcgill.ca">cinzia.raponi@muhc.mcgill.ca</a></td>
</tr>
<tr>
<td>Ryerson University</td>
<td>Wendy Cukier</td>
<td><a href="mailto:wcukier@ryerson.ca">wcukier@ryerson.ca</a></td>
</tr>
<tr>
<td>Simon Fraser University</td>
<td>Ellen Loosley</td>
<td><a href="mailto:loosley@sfu.ca">loosley@sfu.ca</a></td>
</tr>
<tr>
<td>St. Michael's Hospital</td>
<td>Art Slutsky</td>
<td><a href="mailto:slutskya@smh.ca">slutskya@smh.ca</a></td>
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<tr>
<td>Sunnybrook Research Institute</td>
<td>Michael Julius</td>
<td><a href="mailto:michael.julius@sri.utoronto.ca">michael.julius@sri.utoronto.ca</a></td>
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<td></td>
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<td>The Governing Council of the</td>
<td>Derek Newton</td>
<td><a href="mailto:derek.newton@utoronto.ca">derek.newton@utoronto.ca</a></td>
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<tr>
<td>University of Toronto</td>
<td>Executive Director Innovations and</td>
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<td>The Governors of the University of</td>
<td>Lorne Babiuk</td>
<td><a href="mailto:lorne.babiuk@ualberta.ca">lorne.babiuk@ualberta.ca</a></td>
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<td>Alberta</td>
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<td>The University of British Columbia</td>
<td>Mario Kasapi</td>
<td><a href="mailto:mario.kasapi@uilo.ubc.ca">mario.kasapi@uilo.ubc.ca</a></td>
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<td>The University of Manitoba</td>
<td>Digvir Jayas</td>
<td><a href="mailto:digvir.jayas@umanitoba.ca">digvir.jayas@umanitoba.ca</a></td>
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<td>Vice President, Research and International</td>
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<td>The University of Western Ontario</td>
<td>Dan Sinai</td>
<td><a href="mailto:dsinai2@owu.ca">dsinai2@owu.ca</a></td>
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<td>Associate Vice President, Research</td>
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<td>Trillium Health Partners</td>
<td>Kathryn Hayward-Murray</td>
<td><a href="mailto:kathryn.hayward-murray@trilliumhealthpartners.ca">kathryn.hayward-murray@trilliumhealthpartners.ca</a></td>
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<td>Trinity Western University</td>
<td>Eve Stringham</td>
<td><a href="mailto:stringha@twu.ca">stringha@twu.ca</a></td>
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<tr>
<td></td>
<td>Vice Provost of Research and Graduate Studies</td>
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<td>Universite de Sherbrooke</td>
<td>Jacques Beauvais</td>
<td><a href="mailto:vrrie@usherbrooke.ca">vrrie@usherbrooke.ca</a></td>
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<td>Universite du Quebec a Montreal</td>
<td>Pascale Martineu</td>
<td><a href="mailto:martineu.pascale@uqam.ca">martineu.pascale@uqam.ca</a></td>
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<td>University Health Network</td>
<td>Christopher Paige</td>
<td><a href="mailto:paige@uhnres.utoronto.ca">paige@uhnres.utoronto.ca</a></td>
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<td>University of Calgary</td>
<td>John Reynolds</td>
<td><a href="mailto:reynolds@ucalgary.ca">reynolds@ucalgary.ca</a></td>
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<td></td>
<td>Associate Vice President</td>
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<tr>
<td>University of Guelph</td>
<td>John Livernois</td>
<td><a href="mailto:live@uoguelph.ca">live@uoguelph.ca</a></td>
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<td></td>
<td>Interim Vice President</td>
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<td></td>
<td>50 Stone Rd. E</td>
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<tr>
<td>University of Ontario Institute for Technology</td>
<td>Micheal Owen</td>
<td><a href="mailto:michael.owen@uoit.ca">michael.owen@uoit.ca</a></td>
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<td>University of Ottawa</td>
<td>Mona Nemer</td>
<td><a href="mailto:mona.nemer@uottawa.ca">mona.nemer@uottawa.ca</a></td>
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<td>University of Saskatchewan</td>
<td>David Harris</td>
<td><a href="mailto:david.harris@usask.ca">david.harris@usask.ca</a></td>
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</table>
13.3 No Party hereto may assign, directly or indirectly, any right or obligation arising from this Agreement without the prior written consent of all of the other Parties. This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.

13.4 This Agreement will be interpreted in accordance with the applicable laws of Canada and the laws of the province where the Administrative Centre resides.

13.5 The dates and times by which any Party is required to perform any obligation in this Agreement shall be postponed automatically to the extent and for the period of time that the party is prevented from so performing by circumstances beyond its reasonable control and which is not caused by any default or act of commission or omission of such Party and is not avoidable by the exercise of reasonable effort or foresight by such Party.

13.6 No failure to enforce any provision of this Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature.
13.7 This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same Agreement. For purposes of executing this Agreement, a facsimile (including a PDF delivered via email) copy of this Agreement, including the signature pages, will be deemed an original.

13.8 This Agreement is valid between the Parties whether its version is signed in English or French by the Parties.

13.9 New Network Members (as approved by the Board) can be added to this Agreement after the original Network Members have signed, by agreeing to all the same terms and conditions. Such addition of New Network Members constitutes an amendment to the Agreement.

[signature page follows]
SIGNATURES (*)

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. Richard Birtwhistle, MD MSc FCFP
Interim Scientific Director

Date

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

Steven N. Liss, PhD
Vice Principal (Research)

Date

Signed for and on behalf of the Dalhousie University by its duly authorized officer:

Dr. Martha Crago, Vice President Research

Date

Signed for and on behalf of the Fraser Health Authority by its duly authorized officer:

Dr. Andrew Webb, Vice President, Medicine

Date

Signed for and on behalf of the Lakehead University by its duly authorized officer:

Dr. Rui Wang, Vice President, Research, Economic Development and Innovation
SIGNATURES (*)

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Name and Title _______________________________ Date ________________

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]

Steven N. Less, PhD
Vice Principal (Research)

Date ________________

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Dr. Martha Crago, Vice President Research Date ________________

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Date

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Mar. 5, 2013
Signed for and on behalf of the Laval University by its duly authorized officer:

Sophie D'Amours  
Vice-President Research and Innovation  

Signed for and on behalf of the McGill University by its duly authorized officer:

Name and Title ___________________________ Date ___________________________

Signed for and on behalf of the McMaster University by its duly authorized officer:

Dr. Stephen Collins  
Associate Dean Research  
Faculty of Health Sciences  

Signed for and on behalf of the Ottawa Hospital Research Institute by its duly authorized officer:

Marise Akew  
Director of Research Administration  

Signed for and on behalf of the University of Ottawa by its duly authorized officer:

Mona Nemer  
Vice-President, Research  

Signed for and on behalf of the St. Michael’s Hospital by its duly authorized officer:

Dr. Arthur Slutsky, MD  
Vice-President, Research  

Date ___________________________
Signed for and on behalf of the **Laval University** by its duly authorized officer:

Sophie D’Amours  
Vice-President Research and Innovation  
Date

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

Name and Title  
Date

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

[Signature]  
Dr. Stephen Collins  
Associate Dean Research  
Faculty of Health Sciences  
FEB 12 2013  
Date

Signed for and on behalf of the **Ottawa Hospital Research Institute** by its duly authorized officer:

[Signature]  
Marisa Akow  
Director of Research Administration  
Date

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

[Signature]  
Mona Nemer  
Vice-President, Research  
Date

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Vice President, Research  
Date
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13 Feb 2013

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Dr. Arthur Slutsky, MD
Vice-President, Research

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Date
Signed for and on behalf of the **Laval University** by its duly authorized officer:

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Vice-President Research and Innovation  

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**Name and Title**  

**Date**

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Faculty of Health Sciences  

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Director of Research Administration  

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Vice-President, Research  

Signed for and on behalf of the **St. Michael’s Hospital** by its duly authorized officer:

**Dr. Arthur Slutsky, MD**  
Vice-President, Research  

**Feb. 14th, 2013**
Signed for and on behalf of The Governors of the University of Alberta by its duly authorized officer:

Lorne Babiuk, OV, PhD, DSc
Vice President (Research)

Date

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

Mario Kasapi, PhD
Associate Director, UILO

Date

Signed for and on behalf of the University of Calgary by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Guelph by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of The University of Manitoba by its duly authorized officer:

Dr. Digvir Jayas
Vice-President (Research and International)

Date

Signed for and on behalf of the University of Montreal by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Saskatchewan by its duly authorized officer:
Signed for and on behalf of The Governors of the University of Alberta by its duly authorized officer:

Lorne Babbiuk, OV, PhD, DSc
Vice President (Research)

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Vice-President (Research and International

Signed for and on behalf of the University of Montreal by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Saskatchewan by its duly authorized officer:
Signed for and on behalf of The Governors of the University of Alberta by its duly authorized officer:

Lorne Babiuk, OV, PhD, DSc
Vice President (Research)

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

Mario Kasapi, PhD
Associate Director, UILO

Signed for and on behalf of the University of Calgary by its duly authorized officer:

Glen McMurray
Senior Executive Director, Research Services

JUN - 4 2013

Signed for and on behalf of the University of Guelph by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of The University of Manitoba by its duly authorized officer:

Dr. Digvir Jayas
Vice-President (Research and International)

Signed for and on behalf of the University of Montreal by its duly authorized officer:

Name and Title

Date
Signed for and on behalf of The Governors of the University of Alberta by its duly authorized officer:

Lorne Babiuk, OV, PhD, DSc
Vice President (Research)

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

Mario Kasapi, PhD
Associate Director, UILO

Signed for and on behalf of the University of Calgary by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Guelph by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of The University of Manitoba by its duly authorized officer:

Dr. Digvir Jayas
Vice-President (Research and International

Signed for and on behalf of the University of Montreal by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Saskatchewan by its duly authorized officer:
Signed for and on behalf of The Governors of the University of Alberta by its duly authorized officer:

Lorne Babliuk, OV, PhD, DSc
Vice President (Research)

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

Mario Kasapi, PhD
Associate Director, UBCO

Signed for and on behalf of the University of Calgary by its duly authorized officer:

Name and Title

Signed for and on behalf of the University of Guelph by its duly authorized officer:

Name and Title

Signed for and on behalf of The University of Manitoba by its duly authorized officer:

Dr. Digvir Jayas
Vice-President (Research and International

Signed for and on behalf of the University of Montreal by its duly authorized officer:

Name and Title

Signed for and on behalf of the University of Saskatchewan by its duly authorized officer:
For Chair, Board of Governors
Amanda Sawler, Assistant Director
Grants & Contracts

For Secretary, Board of Governors
David Harris, Senior Advisor
Quality Assurance & Data Management

Signed for and on behalf of the Université de Sherbrooke by its duly authorized officer:

[Signature]
Jacques Beauvais
Vice-President, Research
13 February 2013

Signed for and on behalf of The Governing Council of the University of Toronto by its duly authorized officer:

Derek Newton
Executive Director
Innovations and Partnerships

Signed for and on behalf of the University of Victoria by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Waterloo by its duly authorized officer:

Name and Title

Date
Signed for and on behalf of the Université de Sherbrooke by its duly authorized officer:

Jacques Beauvais
Vice-President, Research

Signed for and on behalf of The Governing Council of the University of Toronto by its duly authorized officer:

Derek Newton
Executive Director
Innovations and Partnerships

February 15, 2013

Signed for and on behalf of the University of Victoria by its duly authorized officer:

Name and Title

Date

Signed for and on behalf of the University of Waterloo by its duly authorized officer:

Name and Title

Date
Signed for and on behalf of the University of Saskatchewan by its duly authorized officer:

For Chair, Board of Governors
Amanda Sawler, Assistant Director Date
Grants & Contracts

For Secretary, Board of Governors
David Harris, Senior Advisor Date
Quality Assurance & Data Management

Signed for and on behalf of the Université de Sherbrooke by its duly authorized officer:

Jacques Beauvais Date
Vice-President, Research

Signed for and on behalf of The Governing Council of the University of Toronto by its duly authorized officer:

Derek Newton Date
Executive Director
Innovations and Partnerships

Signed for and on behalf of the University of Victoria by its duly authorized officer:

Rachael Scarth Date
Associate VP Research Operations

Signed for and on behalf of the University of Waterloo by its duly authorized officer:

Name and Title Date
Signed for and on behalf of the The University of Western University by its duly authorized officer:

Dan Sinai, Acting Associate VPR

Feb 13/13

Date

("Use additional pages for signatures, if required.")
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #8
Effective Date: January 7, 2015

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSIE UNIVERSITY
FRASER HEALTH AUTHORITY
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN’S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
SIMON FRASER UNIVERSITY
ST. MICHAEL’S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended (“Network Agreement”).

AND WHEREAS the purpose of this Amendment #8 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #8 is hereby issued and incorporates the following changes into the Agreement.

1. Effective January 7, 2015, The Royal Institution for The Advancement of Learning/McGill University and Institute for Clinical Evaluative Sciences (ICES) join(s) the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, and #7 which is hereby confirmed by their signature on Amendment #8.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

Jan 16, 2015
Date

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

____________________________
Steven N. Liss, PhD
Vice Principal (Research)

____________________________
Date

Signed for and on behalf of the Institute for Clinical Evaluative Sciences (ICES) by its duly authorized officer:

____________________________
Michael Schull
Chief Executive Officer

____________________________
Date

Signed for and on behalf of The Royal Institution for the Advancement of Learning/McGill University by its duly authorized officer:

____________________________
Rupa Narasimhadevara
Senior Grants and Agreements Officer

____________________________
Date
In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

_________________________                      ______________
Dr. John Muscedere
Scientific Director

_________________________                      ______________
Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

_________________________                      ______________
Steven N. Liss, PhD
Vice Principal (Research)

Signed for and on behalf of the Institute for Clinical Evaluative Sciences (ICES) by its duly authorized officer:

_________________________                      ______________
Michael Schull
Chief Executive Officer

Signed for and on behalf of The Royal Institution for the Advancement of Learning/McGill University by its duly authorized officer:

_________________________                      ______________
Rupa Narasimhadevara
Senior Grants and Agreements Officer
In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere  
Scientific Director

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

Steven N. Liss, PhD  
Vice Principal (Research)

Signed for and on behalf of the Institute for Clinical Evaluative Sciences (ICES) by its duly authorized officer:

Michael Schull  
Chief Executive Officer

Signed for and on behalf of The Royal Institution for the Advancement of Learning/McGill University by its duly authorized officer:

Rupa Narasimhadevara  
Senior Grants and Agreements Officer
In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

______________________________
Dr. John Muscedere
Scientific Director

______________________________
Date

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

______________________________
Steven N. Liss, PhD
Vice Principal (Research)

______________________________
Date

Signed for and on behalf of the Institute for Clinical Evaluative Sciences (ICES) by its duly authorized officer:

______________________________
Michael Schull
Chief Executive Officer

______________________________
Date

Signed for and on behalf of The Royal Institution for the Advancement of Learning/McGill University by its duly authorized officer:

______________________________
Rupa Narasimhadevara
Senior Grants and Agreements Officer

______________________________
January 9, 2015
Date

Rupa Narasimhadevara
Senior Grants & Agreements Officer
Agente principale des subventions et ententes
Office of Sponsored Research/Bureau de la recherche
McGill University/Université McGill
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #9
Effective Date: February 13, 2015

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSSIE UNIVERSITY
FRASER HEALTH AUTHORITY
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN'S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SIMON FRASER UNIVERSITY
ST. MICHAEL'S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended ("Network Agreement").

AND WHEREAS the purpose of this Amendment #8 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #9 is hereby issued and incorporates the following changes into the Agreement.

1. Effective February 13, 2015, Ryerson University and York University join(s) the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, #7 and #8 which is hereby confirmed by their signature on Amendment #9.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
NCE NETWORK AGREEMENT
AMENDMENT #9
TVN

In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

April 21, 2017

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
John T. Fisher, PhD
Interim Vice-Principal (Research)

April 11, 2017

Signed for and on behalf of the Ryerson University by its duly authorized officer:

[Signature]
Wendy Cukier, MA, MBA, PhD, DU (Hn) LL.D
(Hon M.S.C. [Civilian])
Vice President, Research and Innovation

March 12, 2015

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

[Signature]
David J. Phipps
Executive Director, Research & Innovation Services

May 25/18

[Signature]
Robert Hache
Vice-President
Research & Innovation

May 29/18

REVIEWED BY: [Signature]
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #10
Effective Date: May 7, 2015

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CENTRE HOSPITALIER DE L'UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSIE UNIVERSITY
FRASER HEALTH AUTHORITY
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWHIS GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN’S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SIMON FRASER UNIVERSITY
ST. MICHAEL’S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended ("Network Agreement").

AND WHEREAS the purpose of this Amendment #10 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #10 is hereby issued and incorporates the following changes into the Agreement.

1. Effective April 2, 2015, Centre Hospitalier de l'Université de Montréal join(s) the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, #7, #8, and #9 which is hereby confirmed by their signature on Amendment #10.

All other terms and conditions of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
In witness whereof the Parties have signed this Amendment #8 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere
Scientific Director

[Signature]

April 31, 2017

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

John T. Fisher, PhD
Interim Vice-Principal (Research)

[Signature]

April 16, 2017

Signed for and on behalf of the Centre Hospitalier de l'Université de Montréal by its duly authorized officer:

Vincent Poitout, PhD
Director of Research - CHUM
Scientific Director - CRCHUM

[Signature]

16 DEC. 2015

Jocelyn Boucher
Executive Vice President, Administrative Affairs

[Signature]

16 - 13 - 2015
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #11
Effective Date: May 26, 2015

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CENTRE HOSPITALIER DE L'UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSIE UNIVERSITY
FRASER HEALTH AUTHORITY
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LONDON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN'S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SIMON FRASER UNIVERSITY
ST. MICHAEL'S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended ("Network Agreement").

AND WHEREAS the purpose of this Amendment #11 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #11 is hereby issued and incorporates the following changes into the Agreement.

1. Effective MAY 26, 2015, London Health Sciences Centre Research Inc. join(s) the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, #7, #8, #9 and #10 which is hereby confirmed by their signature on Amendment #11.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
In witness whereof the Parties have signed this Amendment #11 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

[Signature]
April 31, 2017

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
John T. Fisher, PhD
Interim Vice-Principal (Research)

[Signature]
April 11, 2017

Signed for and on behalf of the London Health Sciences Centre Research Inc. by its duly authorized officer:

[Signature]
Stacey Lanizza
Chief Operating Officer, Research

[Signature]
May 29, 2015

Reviewed by JE
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #12
Effective Date: June 11, 2015

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CENTRE HOSPITALIER DE L'UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSSIE UNIVERSITY
FRASER HEALTH AUTHORITY
HÔPITAL SACRÉ-COEUR DE MONTRÉAL
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LONDON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
NOVA SCOTIA HEALTH AUTHORITY
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN'S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRILLIUM HEALTH PARTNERS
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITÉ DU QUÉBEC à MONTRÉAL
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended ("Network Agreement").

AND WHEREAS the purpose of this Amendment #12 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #12 is hereby issued and incorporates the following changes into the Agreement.

1. Effective JUNE 11, 2015, Nova Scotia Health Authority, Université du Québec à Montréal, Hôpital Sacré-Cœur de Montréal and Trillium Health Partners join(s) the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11 which is hereby confirmed by their signature on Amendment #12.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
In witness whereof the Parties have signed this Amendment #12 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

[Signature]
April 20, 2017
Date

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
Steven N. Liss, PhD
Vice Principal (Research)

[Signature]
11-07-2016
Date

Signed for and on behalf of the Nova Scotia Health Authority by its duly authorized officer:

[Signature]
Patrick McGrath
Integrated VP, Research, Innovation and Knowledge Translation

Signed for and on behalf of the Université du Québec à Montréal by its duly authorized officer:

[Signature]
Pascale Martineu PhD
Conseillère à la recherche

Signed for and on behalf of the Hôpital Sacré-Cœur de Montréal by its duly authorized officer:

[Signature]
Melissa Villeneuve
Research Fund Manager

Date
In witness whereof the Parties have signed this Amendment #12 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

April 20, 2017

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
Steven N. Ass, PhD
Vice Principal (Research)

11.07.2016

Signed for and on behalf of the Nova Scotia Health Authority by its duly authorized officer:

Patrick Mcgrath
Integrated VP, Research, Innovation and Knowledge Translation

Date

Signed for and on behalf of the Université du Québec à Montréal by its duly authorized officer:

Pascale Martineu PhD
Conseillère à la recherche

Pascale Martineu
Service de la recherche et de la création
Université du Québec à Montréal

15.06.11

Signed for and on behalf of the Hôpital Sacré-Cœur de Montréal by its duly authorized officer:

Melissa Villeneuve
Research Fund Manager

Date
In witness whereof the Parties have signed this Amendment #12 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere
Scientific Director

[Signature]

April 20, 2017

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]

Steven N. Liss, PhD
Vice Principal (Research)

July 21, 2016

Signed for and on behalf of the Nova Scotia Health Authority by its duly authorized officer:

[Signature]

Patrick McGrath
Integrated VP, Research, Innovation and Knowledge Translation

Signed for and on behalf of the Université du Québec à Montréal by its duly authorized officer:

Pascale Martineau PhD
Conseillère à la recherche

[Signature]

Signed for and on behalf of the Hôpital Sacré-Cœur de Montréal by its duly authorized officer:

Melissa Villeneuve
adjointe aux affaires financières

[Signature]
In witness whereof the Parties have signed this Amendment #12 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere
Scientific Director

[Signature]

April 20, 2016
Date

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

Steven N. Liss, PhD
Vice Principal (Research)

[Signature]

11-07-2016
Date

Signed for and on behalf of the Nova Scotia Health Authority by its duly authorized officer:

Patrick Mcgrath
Integrated VP, Research, Innovation and Knowledge Translation

[Signature]

Date

Signed for and on behalf of the Université du Québec à Montréal. by its duly authorized officer:

Pascale Martineau PhD
Conseillère à la recherche

[Signature]

Date

Signed for and on behalf of the Hôpital Sacré-Cœur de Montréal. by its duly authorized officer:

Melissa Villeneuve
adjointe aux affaires financières

[Signature]

11-06-2015
Date
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #13

Effective Date: May 17, 2016

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK
(“Canadian Frailty Network” or “CFN”)

AND

CENTRE HOSPITALIER DE L’UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSSIE UNIVERSITY
FRASER HEALTH AUTHORITY
HÔPITAL SACRÉ-COEUR DE MONTRÉAL
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LONDON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
NOVA SCOTIA HEALTH AUTHORITY
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN’S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SIMON FRASER UNIVERSITY
ST. MICHAEL’S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRILLIUM HEALTH PARTNERS
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITÉ DU QUÉBEC À MONTRÉAL
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE

AND WHEREAS the purpose of this Amendment #13 is to make formal additions to the Network Members following the approval of their addition to the Network by the CFN Board of Directors.

AND WHEREAS all terms defined in the Network Agreement and used herein shall have the same meaning as in the Network Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #13 is hereby issued and incorporates the following changes into the Network Agreement.

1. Effective May 17, 2016, the University of Moncton and the University of New Brunswick join the Network as Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement, and Amendments #1 to #12, which is hereby confirmed by their signature on Amendment #13.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature page follows]
In witness whereof the Parties have signed this Amendment #12 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere
Scientific Director

[Signature]

April 20, 2017

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

Steven N. Iss, PhD
Vice Principal (Research)

[Signature]

11-07-2016

Signed for and on behalf of the University of Moncton by its duly authorized officer:

Lise Dubois
Dean of the Faculty of Research and Graduate Studies

[Signature]

19 Mai 2016

Sarah Pakzad
Investigator
Université de Moncton

Signed for and on behalf of the University of New Brunswick by its duly authorized officer:

David Burns
VP Research

[Signature]

Date
In witness whereof the Parties have signed this Amendment #13 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

Dr. John Muscedere  
Scientific Director  

Date

Signed for and on behalf of the Host Institution Queen's University at Kingston by its duly authorized officer:

Steven N. Liss, PhD  
Vice Principal (Research)  

Date

Signed for and on behalf of the University of Moncton by its duly authorized officer:

Lise Dubois  
Dean of the Faculty of Research and Graduate Studies  

Date

Signed for and on behalf of the University of New Brunswick by its duly authorized officer:

David Burns  
VP Research  

16/05/09  
Date
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #14
Effective Date: March 18, 2016

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK

AND

CENTRE HOSPITALIER DE L'UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSSIE UNIVERSITY
FRASER HEALTH AUTHORITY
HÔPITAL SACRÉ-COEUR DE MONTRÉAL
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES (ICES)
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LONDON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
NOVA SCOTIA HEALTH AUTHORITY
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN'S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SASKATCHEWAN POLYTECHNIC
SIMON FRASER UNIVERSITY
ST. MICHAEL'S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRILLIUM HEALTH PARTNERS
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITÉ DU QUÉBEC À MONTRÉAL
UNIVERSITY OF MONCTON
UNIVERSITY OF NEW BRUNSWICK
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
WHEREAS the Parties executed the Technology Evaluation in the Elderly Network Centres of Excellence Network Agreement, as amended ("Network Agreement").

AND WHEREAS the purpose of this Amendment #14 is to make formal additions to the Network Members following the approval of their addition to the Network by the TVN Board of Directors.

AND WHEREAS all terms defined in the Agreement and used herein shall have the same meaning as in the Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE ASfollows:

This Amendment #14 is hereby issued and incorporates the following changes into the Agreement.

1. Effective March 18, 2016, Saskatchewan Polytechnic join the Network as a Network Members and from which date they agree to be bound by the terms and conditions of the Network Agreement and Amendment #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12 and #13 which is hereby confirmed by their signature on Amendment #14.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature pages follow]
In witness whereof the Parties have signed this Amendment #14 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

[Signature]
April 20, 2017
Date

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
Steven N. Liss, PhD
Vice Principal (Research)

11-07-2016
Date

Signed for and on behalf of the Saskatchewan Polytechnic by its duly authorized officer:

[Signature]
June Anderson, RN, PhD
Director, Institute of Nursing Scholarship

April 28, 2016
Date
NETWORKS OF CENTRES OF EXCELLENCE NETWORK AGREEMENT
AMENDMENT #15

Effective Date: October 30, 2016

BETWEEN

TECHNOLOGY EVALUATION IN THE ELDERLY NETWORK
(“Canadian Frailty Network” or “CFN”)

AND

CENTRE HOSPITALIER DE L’UNIVERSITÉ DE MONTRÉAL
CONESTOGA COLLEGE INSTITUTE OF TECHNOLOGY AND ADVANCED LEARNING
DALHOUSIE UNIVERSITY
FRASER HEALTH AUTHORITY
HÔPITAL SACRÉ-CŒUR DE MONTRÉAL
INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES
JEWISH GENERAL HOSPITAL
LAKEHEAD UNIVERSITY
LAVAL UNIVERSITY
LONDON HEALTH SCIENCES CENTRE RESEARCH INC.
MCMASTER UNIVERSITY
MOUNT SINAI HOSPITAL
NOVA SCOTIA HEALTH AUTHORITY
OTTAWA HOSPITAL RESEARCH INSTITUTE
QUEEN’S UNIVERSITY AT KINGSTON
RESEARCH INSTITUTE OF THE MCGILL UNIVERSITY HEALTH CENTRE
RYERSON UNIVERSITY
SASKATCHEWAN POLYTECHNIC
SIMON FRASER UNIVERSITY
ST. MICHAEL’S HOSPITAL
SUNNYBROOK RESEARCH INSTITUTE
THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY
THE UNIVERSITY OF BRITISH COLUMBIA
THE UNIVERSITY OF MANITOBA
THE UNIVERSITY OF WESTERN ONTARIO
TRILLIUM HEALTH PARTNERS
TRINITY WESTERN UNIVERSITY
UNIVERSITY HEALTH NETWORK
UNIVERSITY OF CALGARY
UNIVERSITY OF GUELPH
UNIVERSITÉ DU QUÉBEC À MONTRÉAL
UNIVERSITY OF MONCTON
UNIVERSITY OF NEW BRUNSWICK
UNIVERSITY OF ONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY

AND WHEREAS the purpose of this Amendment #15 is to make formal additions to the Network Members following the approval of their addition to the Network by the CFN Board of Directors.

AND WHEREAS all terms defined in the Network Agreement and used herein shall have the same meaning as in the Network Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #15 is hereby issued and incorporates the following changes into the Network Agreement.

1. Effective October 30, 2016, The University of Winnipeg joins the Network as a Network Member and from which date they agree to be bound by the terms and conditions of the Network Agreement, and Amendments #1 to #14, which is hereby confirmed by their signature on Amendment #15.

All other terms and conditions of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature page follows]
In witness whereof the Parties have signed this Amendment #15 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Technology Evaluation in the Elderly Network by its duly authorized officer:

[Signature]
Dr. John Muscedere
Scientific Director

[Signature]
April 20, 2017
Date

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]
Steven N. Ciss, PhD
Vice Principal (Research)

[Signature]
11-17-2016
Date

Signed for and on behalf of The University of Winnipeg by its duly authorized officer:

[Signature]
Date

Jino Distasio
Vice-President, Research and Innovation
Networks of Centres of Excellence Network Agreement
Amendment #16

Effective Date: April 7, 2017

Between

Technology Evaluation in the Elderly Network
("Canadian Frailty Network" or "CFN")

And

Centre Hospitalier de l'Université de Montréal
Conestoga College Institute of Technology and Advanced Learning
Dalhousie University
Fraser Health Authority
Hôpital Sacré-Coeur de Montréal
Institute for Clinical Evaluative Sciences
Jewish General Hospital
Lakehead University
Laval University
London Health Sciences Centre Research Inc.
McMaster University
Mount Sinai Hospital
North York General Hospital
Nova Scotia Health Authority
Ottawa Hospital Research Institute
Queen's University at Kingston
Research Institute of the McGill University Health Centre
Ryerson University
Saskatchewan Polytechnic
Simon Fraser University
St. Michael's Hospital
Sunnybrook Research Institute
The Governing Council of the University of Toronto
The Governors of the University of Alberta
The Royal Institution for the Advancement of Learning/McGill University
The University of British Columbia
The University of Manitoba
The University of Western Ontario
The University of Winnipeg
Trillium Health Partners
Trinity Western University
University Health Network
University of Calgary
University of Guelph
Université du Québec à Montréal
University of Moncton
NCE NETWORK AGREEMENT
AMENDMENT #16
Canadian Frailty Network

UNIVERSITY OF NEW BRUNSWICK
UNIVERSITY OFONTARIO INSTITUTE FOR TECHNOLOGY
UNIVERSITY OF OTTAWA
UNIVERSITY OF SASKATCHEWAN
UNIVERSITÉ DE SHERBROOKE
UNIVERSITY OF VICTORIA
UNIVERSITY OF WATERLOO
UNIVERSITY OF WINDSOR
YORK UNIVERSITY
WHEREAS the Parties executed the Network Centres of Excellence Technology Evaluation in the Elderly Network ("Canadian Frailty Network: or "CFN") Centres of Excellence Network (NCE) Network Agreement ("Network Agreement").

AND WHEREAS the purpose of this Amendment #16 is to make formal additions to the Network Members following the approval of their addition to the Network by the CFN Board of Directors.

AND WHEREAS all terms defined in the Network Agreement and used herein shall have the same meaning as in the Network Agreement unless herein otherwise defined.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Amendment #16 is hereby issued and incorporates the following changes into the Network Agreement.

1. Effective June 7, 2017, North York General Hospital joins the Network as a Network Member and from which date they agree to be bound by the terms and conditions of the Network Agreement, and Amendments #1 to #15, which is hereby confirmed by their signature on Amendment #16.

All other terms and condition of the Network Agreement remain unchanged.

[The remainder of this page is intentionally left blank. The signature page follow]
NCE NETWORK AGREEMENT
AMENDMENT #16
Canadian Frailty Network

In witness whereof the Parties have signed this Amendment #16 to be effective as of the Effective Date set out above.

SIGNATURES

Signed for and on behalf of Canadian Frailty Network by its duly authorized officer:

[Signature]

John Muscedere, Scientific Director & CEO

April 7, 2017

Date

Signed for and on behalf of the Host Institution Queen’s University at Kingston by its duly authorized officer:

[Signature]

John Fisher, Interim Vice-Principal (Research)

April 7, 2017

Date

Signed for and on behalf of North York General Hospital by its duly authorized officer:

[Signature]

Donna McRitchie, Vice President of Medical and Academic Affairs

APR 12 17

Date
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<tr>
<th>Network Member</th>
<th>Contact Information/Address</th>
<th>Email address</th>
</tr>
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</table>
| Canadian Frailty Network (CFN)                           | Carol Barrie  
Executive Director and COO  
Canadian Frailty Network  
Kidd House  
100 Stuart Street  
Kingston, ON  
K7L 3N6  
(613) 549-6666 X 7689                                                                 | executivedirector@cfn-nce.ca  
www.cfn-nce.ca                                                                                       |                                                                                               |
| Centre Hospitalier de l’université de Montréal (CHUM)     | Vincent Poitout, DVM, PhD  
Acting Associate Director, Administration  
Centre Hospitalier de l’université de Montréal  
Tour viguer, Pavilion R,  
900, Saint Denis Street  
Montreal, QC  
H2X 0A9  
(514) 890-8044                                                                                      | vincent.poitout.chum@ssss.gouv.qc.ca  
Assistant : Sylvie Roy  
sylvie.roy.chum@ssss.gouv.qc.ca  
(514) 890-8000, x 23609                                                                 |                                                                                               |
| Conestoga College  
Institute of Technology and Advanced Learning | Laura Eaglesham  
Chief Financial Officer  
Conestoga College Institute of Technology and Advanced Learning  
299 Doon Valley Drive -- ESB  
Kitchener, Ontario N2G 4M4  
(519) 748-5220 x 3499                                                                 | leaglesh@conestogac.on.ca                                                                                                                             |                                                                                               |
| Dalhousie University                                    | Martha Crago, PhD  
Vice President, Research  
Henry Hicks Academic Administration Building  
6299 South Street, Suite 231  
Halifax, NS  
B3H 4R2  
(902) 494-6513                                                                                      | martha.crago@dal.ca                                                                                                                                   |                                                                                               |
| Fraser Health Authority                                 | Roy Morton, MD, FRSCC  
Vice President, Medicine  
Fraser Health Authority  
Suite #400, Central City Tower, 13450 102 Avenue  
Surrey, BC V3T 0H1  
(604) 587-4659                                                                                      | roy.morton@fraserhealth.ca                                                                                                                             |                                                                                               |
| Hôpital Sacré-Coeur de Montréal                          | Melissa Villeneuve  
Research Fund Manager  
Hôpital Sacré-Coeur de Montréal  
5400 Boul Gouin O, K-3040  
Montréal, QC  
H4J 1C5  
(514) 338-2222, x 2989                                                                                   | melissa@villeneuve.hsc@ssss.gouv.qc.ca  
Assistant: Adeline Denis  
(514) 338-2222, x 3805                                                                                   |                                                                                               |
| Institute for Clinical Evaluative Sciences (ICES)        | Michael Schull, MD, MSc, BA, FRCP  
President and Chief Executive Officer  
Institute for Clinical Evaluative Sciences  
G1 06, 2075 Bayview Avenue  
Toronto, ON  
M4N 3M5  
(416) 480-6100, x 4297                                                                                       | mjs@ices.on.ca                                                                                                                                     |                                                                                               |
|                                                          |                                                                                                                                                | Assistant: Ashif Kachra  
asif.kachra@ices.on.ca  
(416) 480-6100, x 4297                                                                                   |                                                                                               |
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<tr>
<th>Network Member</th>
<th>Contact Information/Address</th>
<th>Email address</th>
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| Jewish General Hospital           | Gustavo Wendichansky  
Chief Operating Officer/Chief Financial Officer  
Lady Davis Institute, Jewish General Hospital  
3755 Côte Ste-Catherine Road  
Montreal, QC H3T 1E2  
(514) 340-8222, x 23794          | gwendich@igh.mcgill.ca            |
| Lakehead University               | Andrew Dean, PhD, MSc, HBSc  
Vice-President, Research and Innovation  
Lakehead University  
955 Oliver Road  
Thunder Bay, ON P7B 5E1  
(807) 343-8180                   | vpresearch@lakeheadu.ca          |
| Laval University                  | Edwin Bourget, BSc, MSc, PhD  
Vice President, Research and Innovation  
Pavillon des Sciences de l'éducation,  
2320, rue des bibliothèques, Local 1434  
Université Laval  
Québec, QC G1V 0A6  
(418) 656-2131, x 2599           | edwin.bourget@vrr.ulaval.ca      |
| Lawson (London) Health Sciences Centre Research Inc. | Stacey Larizza, CPA, CA, CISA  
Chief Operating Officer, Research  
Lawson Health Research Institute  
50 Base Line Road East, Suite 300  
London, ON N6G2R5  
(519) 667-6649                   | stacey.larizza@lawsonresearch.com |
| McMaster University               | Stephen Collins, MBBS, FRCP(UK), FRCP  
Associate Dean, Research  
Faculty of Health Sciences  
McMaster University  
1280 Main Street West, HSC-187  
Hamilton, ON L8S 4K1  
(905) 525-9140, x 22184         | scollins@mcmaster.ca           |
| Mount Sinai Hospital              | Jim Woodgett, PhD  
Director of Research  
Lunenfeld-Tanenbaum Research Institute  
Mount Sinai Hospital  
600 University Avenue, Room 850-1  
Toronto, ON M5G 1X5  
(416) 586-4800, x 8811           | woodgett@lunenfeld.ca          |
| Nova Scotia Health Authority      | Patrick McGrath, OC, PhD, FRSC, FCAHS  
Vice President, Innovation and Knowledge Translation  
Nova Scotia Health Authority  
IWK Health Centre, Room 221  
5858/5980 University Avenue  
Halifax, NS B3K 6R8  
(902) 470-6511                  | patrick.mcgrath@iwk.nshealth.ca |
|                                   | Assistant: Sandra Engleburt  
(902) 470-6511                    | sandra.inglehutt@nshealth.ca    |
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<th>Network Member</th>
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| Ottawa Hospital Research Institute     | Robert Lajeunesse  
Senior Grants Officer  
Ottawa Hospital Research Institute (OHRI)  
725 Parkdale Ave  
Ottawa, ON K1Y 4E9  
(613) 798-5555 x 19658 | rlajeunesse@ohri.ca                     |
| Queens University at Kingston          | John Fisher  
Interim Vice-Principal (Research)  
Richardson Hall  
Queen’s University  
Kingston, ON K7L 3N6  
(613) 533-6933 | vpresearch@queensu.ca  
Assistant: Brenda Lesslie  
brenda.lesslie@queensu.ca |
| Research Institute of the McGill University Health Centre | Cinzia Raponi, CPA, CMA  
Associate General Director, Operations  
Research Institute of the MUHC  
2155 Guy Street, 5th Floor  
Montreal, QC H3H 2R9  
(514) 934-1934, x 71429 | cinzia.raponi@muhc.mcgill.ca  
Assistant: Daniela Zorzetti  
daniela.zorzetti@muhc.mcgill.ca |
| Ryerson University                     | Steven Liss, PhD  
Vice President, Research and Innovation  
Ryerson University  
1 Dundas Street West, 11th Floor  
Toronto, ON M5G 1Z3  
(416) 979-5000, x 5283 | ovpri@ryerson.ca                      |
| Saskatchewan Polytechnic               | Susan Blum, PhD  
Associate Vice President, Applied Research and Innovation  
Saskatchewan Polytechnic  
400-119 4th Ave S  
Saskatoon, SK S7K 3R5  
(306) 659-3756 | susan.blum@saskpolytech.ca  
Assistant: Trish Schmidt  
trish.schmidt@saskpolytech.ca  
(306) 659-3878 |
| Simon Fraser University                | Aniko Takacs-Cox  
Director, Office of Research Services  
Simon Fraser University  
Discovery 2, Room 230  
8900 Nelson Way  
Burnaby, BC V5A 4W9  
(604) 763-4274 | ata26@sfu.ca  
Assistant: Office of Research Services  
ors@sfu.ca  
(778) 782-5798 |
| St. Michael’s Hospital                 | Arthur Slutsky, MD  
Vice-President, Research  
St. Michael’s Hospital  
30 Bond Street  
Toronto, ON M5B 1W8  
(416) 864-5637 | slutskya@smb.ca                    |
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<tr>
<th>Network Member</th>
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</table>
| Sunnybrook Research Institute                      | Michael Julius, PhD  
Vice-President, Research  
Sunnybrook Research Institute  
2075 Bayview Avenue  
Toronto, ON M4N 3M5  
(416) 480-6100, x 7204 | michael.julius@sri.utoronto.ca  
Assistant: Jeanette Andreatta  
jeanette.andreatta@sri.utoronto.ca  
(416) 480-6100, x 7204 |
| The Governing Council of the University of Toronto  | Derek Newton, PhD  
Executive Director, Innovations and Partnerships  
University of Toronto  
27 King’s College Circle Room 109  
Toronto, ON M5S 1A1  
(416) 946-3684 | derek.newton@utoronto.ca |
| The Governors of the University of Alberta           | Lorne Babiuk, OV, PhD, DSc  
Vice-President, Research  
University of Alberta  
2-51 South Academic Building  
Edmonton, AB T6G 2G7  
(780) 492-5353 | lorne.babiuk@ualberta.ca |
| The Royal Institution for the Advancement of Learning/McGill University | Carole Goutorbe  
Associate Director, Awards Management  
McGill University  
James Building, Room 419  
845 Sherbrooke Street West  
Montreal, QC H3A 0G4  
(514) 398-3538 | carole.goutorbe@mcgill.ca |
| The University of British Columbia                  | Mario Kasapi, PhD  
Associate Director  
University-Industry Liaison Office  
The University of British Columbia  
103 – 6190 Agronomy Road  
Vancouver, BC V6T 1Z3  
(604) 822-8996 | Mario.Kasapi@uilo.ubc.ca |
| The University of Manitoba                         | Dr. Digvir Jayas, PhD, MSc, BTech  
Vice-President, Research and International University of Manitoba  
207 Administration Bldg.  
Winnipeg, MB R3T 2N2  
(204) 474-9404 | Digvir_jayas@umanitoba.ca |
| The University of Western Ontario                   | Mark Daley  
Associate Vice President, Research  
Western University  
Support Services Bldg 5150  
1151 Richmond Street  
London ON N6A 3K7  
(519) 661-2111, x 81356 | avpr@uwo.ca |
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<tr>
<th>Network Member</th>
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| The University of Winnipeg  | Jino Distasio  
Associate Vice-President, Research and Innovation  
The University of Winnipeg  
515 Portage Ave  
Winnipeg, MB R3B 2E9  
(204) 982-1147 | j.distasio@uwinnipeg.ca  
Assistant: Bea Spearing  
b.spearing@uwinnipeg.ca  
(204) 786-9734 |
| Trillium Health Partners    | Robert Reid, MD, MPH, PhD  
Senior Vice President, Science & Chief Scientist  
Trillium Health Partners  
Clinical Administrative Building, 6th Floor  
100 Queensway West  
Mississauga, ON L5B 1B8  
(905) 848-7580, x 1642 | robert.reid@trilliumhealthpartners.ca |
| Trinity Western University  | Eve Stringham, PhD  
Vice Provost of Research & Graduate Studies  
Trinity Western University  
7600 Glover Road  
Langley, BC V2Y 1Y1  
(604) 888-7511, x 3204 | stringha@twu.ca |
| Université de Sherbrooke    | Jacques Beauvais, PhD  
Vice President, Research, Innovation and Entrepreneurship  
Université de Sherbrooke  
2500 Boulevard de l'Université  
Sherbrooke, QC J1K 2R1  
(819) 821-8283 | yrrie@usherbrooke.ca |
| Université du Québec à Montréal | Pascale Martineau, PhD  
Agente de recherche et de planification  
Université du Québec à Montréal  
405 Rue Sainte-Catherine Est  
Montréal, QC H2L 2C4  
(514) 987-3000, x 4229 | martineu.pascale@uqam.ca |
| University Health Network   | Bradly Wouters, PhD  
Executive Vice President, Science and Research  
University Health Network  
R. Frasier Elliott Building, 1st floor, 1-5 809-3C  
Toronto General Hospital  
200 Elizabeth St,  
Toronto, ON, M5G 2C4  
(416) 340-4800, x 2026 | bwouters@uhnresearch.ca |
| University of Calgary       | John Reynolds, PhD, BSc  
Associate Vice President (Research)  
University of Calgary  
2500 University Drive NW  
Calgary, Alberta, T2N 1N4  
(403) 220-4613 | reynolds@ucalgary.ca |
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</table>
| University of Guelph             | John Livernois, BA, MA, PhD  
Interim Vice President, Research  
University of Guelph  
50 Stone Rd E.  
Guelph, ON N1G 2W1  
(519) 824-4120 x 58674         | live@uoguelph.ca  
Assistant: Mahala Wagner  
avpr@uoguelph.ca  
(519) 824-4120, x56904          |
| University of Moncton            | Lise Dubois  
Dean and Associate Vice-President, Research  
University of Moncton  
18 Antoinne-Maillet Avenue  
Moncton, NB E1A 3E9  
(506) 858-4279               | lise.dubois@umanitoba.ca             |
| University of New Brunswick      | David Burns  
Vice-President, Research  
University of New Brunswick  
3 Bailey Drive  
Fredericton, NB E3B 5A3  
(506) 453-5189              | david.burns@unb.ca                   |
| University of Ontario Institute for Technology | Doug Holdway, PhD  
Interim Vice President, Research, Innovation & International  
University of Ontario Institute for Technology  
Campus Corners, Room 2311  
2000 Simcoe St N, Oshawa, ON L1H 7K4  
(905) 721-8668, x 2563         | douglas.holdway@uoft.ca               |
| University of Ottawa             | Joe Irvine, MBA, MSc  
Director, Innovation Support Services  
University of Ottawa  
SITE Building, Room 3042  
800 King Edward Ave  
Ottawa, ON K1N 6N5  
(613) 562-5842              | j Irvine@uOttawa.ca                  |
| University of Saskatchewan       | David Harris, MBA, MSc, BSc  
Associate Vice President, Research  
University of Saskatchewan  
Room 201, Peter MacKinnon Building  
107 Administration Place  
Saskatoon, SK S7N 5A2  
(306) 966-8577              | David.harris@usask.ca                  |
| University of Victoria           | Rachael Scarth, PhD  
Associate Vice President, Research Operations  
University of Victoria  
3800 Finnerty Rd, Victoria, BC V8P 5C2  
(250) 472-4362            | avpro@uvic.ca                        |
<table>
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<tr>
<th>Network Member</th>
<th>Contact Information/Address</th>
<th>Email address</th>
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</table>
| University of Waterloo | George Dixon, BSc, MSc, PhD  
Vice President, Research  
University of Waterloo  
200 University Avenue West  
Waterloo, ON N2L 3G1  
(519) 888-4567, x32531 | dgdixon@uwwaterloo.ca       |
| University of Windsor  | Trevor Pitcher, PhD  
Interim Director, Research and Innovation  
University of Windsor  
Joyce Entrepreneurship Centre, Room 150  
401 Sunset Avenue  
Windsor, Ontario N9B 3P4  
(519) 253-3000, x 3917 | tpitcher@uwindsor.ca       |
| York University        | David Phipps, PhD  
Executive Director, Research and Innovation  
York University  
5th Floor Kaneff Tower  
4700 Keele Street  
Toronto, ON M3J 1P3  
(416) 736-5813 | dphilps@yorku.ca          |
Appendix A to NCE Network Agreement

Acknowledgement

I, <name of Network Investigator, name of Network Member> acknowledge that I have read and understood the Obligations of Network Investigators set out in this Network Agreement.

Name of Network Investigator

_________________________________________  __________________________
Name and Title                                Date
Appendix B to the NCE Network Agreement

Confidentiality Agreement (Reciprocal Non-Disclosure)

This Agreement made as of the ______ day of ________, 20__.  

BETWEEN:

________________________  (“Disclosing Party”) 

AND:

________________________  (“Receiving Party”) 

WHEREAS:

A. Each party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and

B. Each party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the confidentiality of all such information so disclosed is maintained as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants herein set forth, the parties hereto have covenanted and agreed as follows:
1. **Information covered by this Agreement must be identified as Confidential**

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Disclosing Party to the Receiving Party relating to financial and/or commercial information, and/or relating to research projects or technologies developed by members of NCE Program or University or Company or any combination of NCE Program, University or Company inclusive of:

a) ____________________,
b) ____________________,
c) ____________________,
d) ____________________, and
e) ____________________,

all of the above which include, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers, or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing Party must summarize it in writing within fifteen (15) days of making the disclosure.

2. **Specified use of Confidential Information**

The Receiving Party shall not, without the Disclosing Party's prior written consent, use the Disclosing Party's Information, directly or indirectly, for any purpose other than:

__________________________

__________________________

__________________________

Without limiting the generality of the foregoing, the Receiving Party shall not use, manufacture, or sell the Disclosing Party's Information or any device or means incorporating any of the Disclosing Party's Information, and shall not use any of the Disclosing Party's Information as the basis for the design or creation of any device or means.

3. **Permitted exceptions to the obligation to keep information confidential**

The Receiving Party shall keep and use all of the Disclosing Party's Information in confidence and shall not, without the Disclosing Party's prior written consent, disclose any part of the Disclosing Party's Information to any person, firm, corporation, or other entity unless and until that part of the Disclosing Party's Information:
a) Is made subject to an order by judicial or administrative process requiring the Receiving Party to disclose any or all of the Disclosing Party's Information, provided however that the Receiving Party shall promptly notify the Disclosing Party and allow the Disclosing Party reasonable time to oppose such process before disclosing any of the Disclosing Party's Information;

b) Is published or becomes available to the general public other than through a breach of this Agreement;

c) Is obtained by the Receiving Party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Disclosing Party;

d) Is independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of, or access to, the Disclosing Party's Information as evidenced by the Receiving Party's business records; or

e) Was possessed by the Receiving Party prior to receipt from the Disclosing Party, other than through prior disclosure by the Disclosing Party, as evidenced by the Receiving Party's business records.

4. Agreement does not create a license or contract

The Receiving Party acknowledges and agrees that any and all disclosures of the Disclosing Party's Information pursuant to this Agreement are on a non-exclusive basis and that the Disclosing Party is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create, any license to the Receiving Party or any obligation on either party to enter into a license or other agreement with respect to the Information. Furthermore, nothing contained herein shall be deemed or construed to create between the parties hereto an agency relationship, partnership or joint venture. Neither party shall be liable for any act, omission, representation, obligation, or debt of the other party, even if informed of such act, omission, representation, obligation or debt.

5. No warranty given by Disclosing Party

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall 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 with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.

6. Receiving Party's indemnifies Disclosing Party

The Receiving Party hereby indemnifies, holds harmless and defends the Disclosing Party, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise. In the event that the Receiving Party is prohibited by law from granting the indemnity contemplated herein, the
Receiving Party shall carry insurance in an amount of no less than $1,000,000 and which shall provide coverage to the Disclosing Party, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise.

7. No transfer of rights and duties under this Agreement

Neither party shall assign, transfer, mortgage, charge or otherwise dispose of any or all of its rights, duties or obligations granted to it under this Agreement without the prior written consent of the other.

8. Term of this Agreement and return of all copies of information

This Agreement will be deemed to have come into force on the earlier date of the first date above written or the date when Information was transferred under this Agreement regardless of the date of execution, and shall be read and construed accordingly. This Agreement shall terminate on the expiration of a term of five (5) years after this Agreement comes into force unless earlier terminated by the mutual agreement in writing executed by duly authorized signatories of the parties. Forthwith upon the termination of this Agreement, the Receiving Party shall cease to use the Disclosing Party's Information in any manner whatsoever and upon the written request of the Disclosing Party shall forthwith deliver up to the Disclosing Party all of the Disclosing Party's Information, together with all full or partial copies thereof as shall then be in the Receiving Party's possession or control, except that the Receiving Party may retain one complete record copy of said Information for archival purposes to assure compliance with this Agreement. Notwithstanding any termination or expiration of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Receiving Party, its successors and assigns for the full term set forth above.

9. Applicable laws

This Agreement shall be governed by and construed in accordance with the laws of the <Province of the Network Member> and the laws of Canada in force therein without regard to its conflict of law rules.

10. Arbitration

In the event of any dispute arising between the parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of Article 9 of the <network> Network Agreement.

11. Notices

All notices or other documents that either of the parties hereto are required or may desire to deliver to the other party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address
for such party set forth above or at such other address as that party may hereinafter designate in writing to the other.

12. **Miscellaneous Provisions**

No condoning, excusing or overlooking by either party of any default, breach or non-observance by the other party at any time or times in respect of any covenants, provisos, or conditions of this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance so as to defeat in any way the rights of such party in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing.

This Agreement may be executed in counterpart, each such counterpart when taken as a whole with the other executed counterparts, constituting an original Agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

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

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Date</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Date</th>
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</thead>
</table>

I, <Network Investigator>, <of the University> hereby acknowledge that I have read and understood the provisions of this agreement.

<table>
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<tr>
<th>Name and Title</th>
<th>Date</th>
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APPENDIX C to the NCE Network Agreement

Confidential Information and Material Transfer Agreement

BETWEEN:

<University Name>, a corporation continued under the ___________ Act of __________, and having offices at _______________, Attention: Industry Liaison Office, Telephone: ______________, Fax: (_____) ______________ (“________”)

AND:

<COMPANY>, a corporation having its head office at ______________________, Attention: Name and Title, Telephone: (   ) _____________, Fax: (_____) ______________ (“__________”)

AND:

« Network », Attention: Name, Telephone: (   ) ____________, Fax: (   ) ____________

AND:

«Network Investigator», Attention: Telephone: (   ) ____________, Fax: (   ) ____________

WHEREAS:

A. Each party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and

B. Each party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the Receiving Party maintains the confidentiality of all such materials and information and uses same only for the purposes as hereinafter provided.
NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants herein set forth, the parties hereto have covenanted and agreed as follows:

1. Confidential Information and permitted exceptions

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Provider to the Recipient relating to the Materials hereinafter defined or related to the project entitled

___________________________________________________________________________
____________________________________________________________________________
___________________________________________________________________________

including, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing party must summarize it in writing within fifteen (15) days of making the disclosure.

This Agreement does not apply to Information that:

(a) is made subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the Information provided, however, that the Recipient shall promptly notify the Provider and allow the Provider reasonable time to oppose such process before disclosing any of the Information;

(b) is published or becomes available to the general public other than through a breach of this Agreement;

(c) is obtained by the Recipient from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Provider;

(d) is independently developed by employees, agents or consultants of the Recipient who had no knowledge of, or access to, the Provider's Information as evidenced by the Recipient's business records; or

(e) was possessed by the Recipient prior to receipt from the Provider, other than through prior disclosure by the Provider, as evidenced by the Recipient's business records.

2. Definition of Materials

In this Agreement, "Materials" shall mean any and all cell lines, vectors, plasmids, clones, micro-organisms, antibodies, antigens, biologies, test plates, reagents, chemicals, compounds, physical samples, models, and specimens delivered by the Provider to the Recipient, as well as any and all progeny and derivatives thereof. Without limiting the generality of the foregoing, Materials shall include the following:
(a) ______________________________________________________________________ (description, quantity and concentration)
(b) ______________________________________________________________________

3. Provider retains ownership of Information and Materials

This agreement and the resulting transfer of Information and Material constitutes a bailment and grants the Recipient a license to use the Material owned by Provider as provided herein. The parties hereby acknowledge and agree that the Provider owns any and all rights, title and interest in and to the Information and Materials.

4. Permitted use by Recipient of Information and Materials

The Recipient shall not, without the Provider's prior written consent, use the Information or the Materials, directly or indirectly, for any purpose other than for the following experiments:

(a) ______________________________________________________________________; and
(b) ______________________________________________________________________

Without limiting the generality of the foregoing, the Recipient shall not commercially use, manufacture, or sell the Information or the Materials or any device or means incorporating any of the Information or the Materials, and shall not use any of the Information or the Materials as the basis for the design or creation of any device or means.

5. Restrictions on use of Information and Materials

Notwithstanding anything else in this Agreement, the Recipient shall not apply, directly or indirectly, any of the Information or the Materials to any human use without appropriate Institutional Approvals. Without limiting the generality of the foregoing, the Recipient shall not utilise any of the Information or the Materials for any human research, treatment, or diagnosis, but the Recipient may conduct pre-clinical evaluation of the Information and the Materials.

6. Disclosure requires prior written consent

The Recipient shall keep and use all of the Information and the Materials in strictest confidence and shall not, without the Provider's prior written consent, disclose any part of the Information or provide any part of the Materials to any person, firm, corporation, or other entity regardless of any affiliation or relationship with the Recipient.

7. Any disclosure to be under equivalent or greater obligation of confidentiality

The Recipient agrees that it has and shall maintain an appropriate internal program limiting the Internal distribution of the Information and the Materials to those of its officers, servants, or agents who require said Information and Materials so that the Recipient may use them for the purpose set forth in Article 4. Notwithstanding Article 6, the Recipient may disclose the
Information but may not provide the Materials to third-party consultants, but such disclosure of Information shall only be permitted to the extent that said third-party consultants require access to the Information in order to enable the Recipient to carry out the purpose set forth in Article 4. The Recipient covenants and agrees that before making any Materials or Information available to said officers, servants, agents, or third-party consultants, it shall ensure they are under written obligations of confidentiality which are equivalent to or greater than those set forth in this Agreement.

8. No license or other agreement created by this Agreement

The Recipient acknowledges and agrees that any and all disclosures of Information and provisions of Materials pursuant to this Agreement are on a non-exclusive basis and that the Provider is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create; a license to the Recipient except as set forth in Article 4, or any obligation on either party to enter into a license or other agreement with respect to the Information or the Materials. Furthermore, nothing contained herein shall be deemed or construed to create between the parties an agency relationship, partnership or joint venture. Neither party shall be liable for any act, omission, representation, obligation or debt of the other party, even if informed of such act, omission, representation, obligation or debt.

9. No warranty given by Disclosing Party

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall 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 with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.

10. Recipient holds harmless and will defend Provider against claims from its use

The Recipient hereby indemnifies, holds harmless and defends the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howeversoever the same may arise. The Recipient shall procure and maintain public liability insurance in reasonable amounts with a reputable and secure insurance carrier. In the event that the Recipient is prohibited by law from granting the indemnity contemplated herein, in addition to the public liability insurance contemplated hereunder, the Recipient shall also carry insurance in an amount of no less than $1,000,000 which shall provide coverage to the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howeversoever the same may arise.
11. No assignment of rights

The Recipient shall not assign, transfer, mortgage, charge or otherwise dispose of any or all of the rights, duties or obligations granted to it under this Agreement without the prior written consent of the Provider.

12. Term of this Agreement

This Agreement shall take effect on the earlier date of or the date first written above or the date that Information or Materials is transferred under this Agreement regardless of the date of execution, and shall remain in full force and effect for a period of three (3) years after this Agreement comes into force unless earlier terminated by any party with sixty (60) days written notice, or unless earlier terminated by mutual written agreement executed by all parties. Notwithstanding any early termination of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Recipient, its successors and assigns for ______________ ( ) years from the date first above written. Forthwith upon the termination of this Agreement, the Recipient shall cease to use the Information or the Materials in any manner whatsoever and, upon written request by the Provider, the Recipient shall deliver up to the Provider all of the Information and Materials in its possession or control, together with a certificate certifying that no copies or progeny or derivatives, as the case may be, have been made or retained, or that one copy of the Information and one set of the Materials have been retained for the sole purpose of ensuring compliance with the ongoing obligations created in this Agreement.

13. Applicable law

This Agreement shall be governed by and construed in accordance with the laws of the <Province of the Participating Institution> and the laws of Canada in force therein without regard to its conflict of law rules.

14. Arbitration in case of disagreement

In the event of any dispute arising between the parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of Article 9 of the <network> Network Agreement.

15. Notices

All notices or other documents that either of the parties hereto are required or may desire to deliver to the other party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address for such party set forth above or at such other address as that party may hereinafter designate in writing to the other.

16. This Agreement comprises entire understanding between parties

This Agreement sets forth the entire understanding between the parties and no modifications hereof shall be binding unless executed in writing by the parties hereto.
IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

Signed for and on behalf of <UNIVERSITY> by its duly authorized officer:

Name and Title ___________________________ Date ___________________________

Signed for and on behalf of <COMPANY> by its duly authorized officer:

Name and Title ___________________________ Date ___________________________

Signed for and on behalf of <Network> by its duly authorized officer:

Name and Title ___________________________ Date ___________________________

Read and Approved by <Network Investigator>, <University>