

SOSCIP TERMS AND CONDITIONS FOR SMART COMPUTING R&D CHALLENGE PROJECTS

Signature Page

COMPANY INFORMATION	
<i>Company's full legal name and address:</i>	<i>Phone:</i>
	<i>Email address:</i>
ACADEMIC INSTITUTION INFORMATION	
<i>Notice Address:</i>	<i>Phone:</i>
Attn:	<i>Email address:</i>
IBM CANADA LTD. INFORMATION	
<i>Notice Address:</i> IBM Canada Ltd., 3600 Steeles Avenue East, Markham, Ontario L3R 9Z7	<i>Phone:</i>
Attn: Stephen Timms	<i>Email address:</i> stimms@ca.ibm.com

SIGNATURES	
<p>This agreement (the "Agreement") includes this Signature Page and all of the attached Terms and Conditions. By signing below, <insert company name> ("Company") and <insert academic institution name> ("Collaborating Institution") agree to all of the provisions.</p>	
<p>[COMPANY NAME] [ACADEMIC INSTITUTION NAME]</p>	
By: _____ Date: _____, 2016 Name: _____ Title: _____	By: _____ Date: _____, 2016 Name: _____ Title: _____
<p>IBM CANADA LTD. ("IBM")</p> By: _____ Date: _____, 2016 Name: Stephen Timms Title: Business and Operations Executive, IBM Canada Research & Development Centre	

Terms and Conditions

BACKGROUND:

The Governing Council of the University of Toronto (“UT”) and the Government of Canada entered into a contribution agreement dated March 1, 2012 (the “**First Contribution Agreement**”) in order to establish the *Southern Ontario Smart Computing Innovation Platform* (“**SOSCIP**”). SOSCIP is a consortium that pairs academic and industry researchers with high performance computing to analyze big data and fuel innovation leadership in Canada; UT and the Government of Canada entered into a subsequent contribution agreement dated March 27, 2015 (the “**Second Contribution Agreement**”) in order to support research collaboration projects administered by SOSCIP. The allocation of SOSCIP resources and collaborative research projects is governed by the terms of a consortium agreement made effective September 19, 2012, as amended, and includes terms that are consistent with the First and Second Contribution Agreements. The Company and Collaborating Institution are parties to a sponsored research agreement (“**SRA**”) that requires the use of the Computing Infrastructure to complete a research project titled: [redacted] (the “**Project**”). The use of SOSCIP resources, including any computing infrastructure managed by SOSCIP (“**Computing Infrastructure**”) must be in compliance with the terms prescribed by the Government of Canada and by SOSCIP.

PART I - GENERAL TERMS

1. The Company is granted access to the SOSCIP Computing Infrastructure during the term of the SRA solely to perform the Project and for no other purpose. The effective dates of these Terms and Conditions shall coincide with the term of the SRA.
2. IBM Canada Ltd. is made a party to this Agreement for the sole purpose of being granted and granting the intellectual property rights described in Section 7, below, and for no other purpose.
3. No member of SOSCIP will be liable for damage to personal property of the Company or any injuries (including death) to the Company’s personnel who may direct or assist in the performance of the Project and in no case will any member of SOSCIP be liable for loss of business or profit or other indirect or consequential damages of the Company.
4. SOSCIP’s name shall not be used in any advertising or publicity without the prior written approval of SOSCIP’s authorized representative. The Company will ensure that all advertising or publicity respecting the Project will include the following statement:

Computations were performed on the SOSCIP Consortium’s [Blue Gene/Q, Cloud Data Analytics, Agile and/or Large Memory System] computing platform(s). SOSCIP is funded by the Federal Economic Development Agency of Southern Ontario, the Province of Ontario, IBM Canada Ltd., Ontario Centres of Excellence, Mitacs and 15 Ontario academic member institutions.
5. The Company will only allow authorized users acting on behalf of the Company to access the Computing Infrastructure for research purposes only and will be responsible for the supervision, direction and control of its authorized users.
6. The Company will comply with any additional terms, conditions and policies of SOSCIP applicable to the use of the Computing Infrastructure that are further provided to the Company from time to time and will ensure its authorized users are made aware of such terms, conditions and policies.
7. Any enhancements, modifications, improvements (including, without limitation, inventions, patents, know-how, data, computer software, and copyright works) made by the Company or the Collaborating Institution to components of the Computing Infrastructure that are manufactured or owned by IBM (“**Computing Improvements**”) shall be owned by IBM. IBM hereby grants to the Company a

worldwide, assignable, non-exclusive, perpetual, royalty-free right to copy, distribute, display, perform and transmit the Computing Improvements for research, teaching and administrative purposes only.

8. The Company acknowledges and agrees that SOSCIP does not control the transfer of data over telecommunications facilities, including the Internet. The Company will be solely responsible for all content and data it uploads to Computing Infrastructure. SOSCIP will not be responsible in any way for any copyright infringement or the violation of any other person’s rights or the violation of any laws, arising from the Company’s data or content uploaded to the Computing Infrastructure. The Company will be solely responsible for establishing safeguards and appropriate data masking measures to ensure that administrative, operations and technical staff associated with the SOSCIP consortium are not exposed to any sensitive, regulated, or proprietary business information.
9. SOSCIP, reserves the right to amend these terms at any time but with notice to the Company.

PART II - GOVERNMENT OF CANADA TERMS

10. The Company will maintain proper and accurate accounts and records in relation to the Project until December 31, 2025.
11. The Company acknowledges and agrees that the Government of Canada and/or the Auditor General of Canada may have access to all accounts and records of the Project (including to those of agents or third party contractors) and audit, or cause to have audited, such accounts and records.
12. The Company acknowledges and agrees that the Government of Canada may make site visits and access all records or documents relating to the Project in order to monitor and evaluate compliance with these terms.
13. SOSCIP may immediately terminate this Agreement if the Company makes a misrepresentation, fails to comply with a term or condition of this Agreement that is not cured within 30 days of being notified of same, commits an act of bankruptcy, becomes insolvent, winds-up or is dissolved, ceases or substantially ceases to carry on its business, sells all or substantially all of its assets. Upon termination, the Company shall no longer have access to the Computing Infrastructure.
14. The Company shall at all times during the term of the Project, comply with all federal, provincial, territorial,

municipal and other applicable laws, regulations, by-laws, rules, decrees and ordinances governing the parties and the Project, including without limitation, environmental legislation and any mitigation measures imposed by the Government of Canada.

15. Intellectual property created under the SRA with the direct support of SOSCIP's funding from the Government of Canada may be sold, assigned, transferred or otherwise disposed of provided that the proceeds of the disposition shall be equal at least to the amount which the Government of Canada has directly contributed to such intellectual property and the proceeds shall be paid to the Collaborating Institution.
16. In accordance with UT's obligations to the Federal Government of Canada the Company shall not grant an exclusive and irrevocable license to any intellectual property developed during the Project or any such sublicenses except whereby the owner(s) of such intellectual property, as applicable, are entitled to receive royalties directly or indirectly from such license or sublicense.
17. For announcements, ceremonies and other communications activities respecting the Project, the Company shall:

- a) acknowledge Her Majesty's participation;
- b) agree to public announcements of the Project by or on behalf of the Government of Canada in the form of a news release expressed in both official languages;
- c) agree to display promotional material provided by the Government of Canada.

18. Regular progress reports are required and involve completing a written SOSCIP Project Progress Report and a presentation to the SOSCIP Scientific Advisory Committee (SAC). Reports are required at the following intervals:
 - Six months following the effective date of the SRA – written report mandatory, optional discussion at the SAC
 - On the one-year anniversary date of the SRA – written report and SAC presentation mandatory
 - Thirty-days following completion of the Project – written report and SAC presentation mandatory
19. The SOSCIP Project Progress Report template is attached here.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SOSCIP Project Progress Report

Project Leader:

Project Partner:

Progress Report: 6-month

Section 1: Project Progress

Is your project on track to meeting its milestones as outlined in your statement of work? If not, please briefly describe the issue(s).

Have there been any material changes to your statement of work? If so, please specify.

Have you been able to use and leverage the SOSCIP computing platform(s) you requested? If not, please briefly describe the issue(s).

Please tell us the amount of cash and in-kind investment your SOSCIP project has leveraged from each of the partner organizations:

Partner	Cash	In-kind	Total
			0
			0
			0
			0

Would you like to request any assistance from the SOSCIP Operations support team at this time? If so, please specify.

Section 2: Impact - Knowledge Translation, Training and Skills Development

Number of peer-reviewed publications:

Reminder: PIs are requested to acknowledge SOSCIP in these publications.

Please tell us the number of individuals who have substantively enhanced their knowledge, training or skills during the reporting period, by category, as follows (enter zero "0" if the category does not apply):

Researcher (including the Principal Investigator)	
Post-doctoral fellow	
Doctoral student	
Masters student	
Undergraduate student or equivalent	
Private sector company employee/Entrepreneur	

Section 3: Impact - Commercialization Outcomes

Please complete Section 3 with input from your industry partner.

Patent applications Submitted:	0
Patent applications Granted:	0
License Agreements Newly established:	0
License Agreements Continuing:	0
New invention disclosures:	0

Please tell us the number of the following outcomes that have been achieved since your last progress report (enter zero, "0", if no such outcome was achieved):

New products developed	
New products launched	
New services developed	
New services launched	
Process improvements developed	
Process improvements launched	

Please tell us the number of the following business activities performed since your last progress report (enter zero, "0", if the activity was not performed):

Customer demonstrations given	
Business plans developed	
Market intelligence reports developed	

Please identify/describe any commercial software you are using in this project:

Section 4: Impact - Economic Outcomes

Tell us about the NEW jobs created in this reporting period. Don't count jobs you have already reported. The totals will update automatically.

Job Occupation Categories	Number of Full-Time Equivalents*				
	Create		Maintained		Total
	Permanent	Temporary	Permanent	Temporary	
Management Occupations and Business and Finance Occupations					0
Professional Occupations in the Natural and Applied Sciences					0
Technical Occupations Related to the Natural and Applied Sciences					0
Occupations in manufacturing and utilities					0
Other Occupations (includes primary industry, trades, services)					0
Total Number of Full-Time Equivalents	0	0	0	0	0

* Full-time equivalent (FTE) refers to the employment of one person full-time, or more than one person part-time, such that the total working time is the equivalent of one person working full-time. FTEs are measured in person years. Generally, full-time positions will involve between 35 and 40 hours in a regular work week. Do not count the same FTE more than once during the lifetime of the project. Do not count FTEs employed by suppliers or contracted services. "Maintained" refers to employees that would have not been retained had the project not happened. In other words, those jobs would have been lost without this project.

Please tell us the number of the following economic outcomes that occurred as a result of your SOSCIP project since your last progress report (enter zero, "0", if the outcome was not achieved):

Number of new customers - Canadian	
Number of new customers - International	
Value of sales (\$)	
Number of spin-off companies launched	
Value of new investment generated (\$)	