

Institutional Agreement to Use the Canadian Light Source Facility

This Agreement is between:

Canadian Light Source Inc.

44 Innovation Boulevard
Saskatoon, Saskatchewan S7N 2V3 Canada
(hereinafter referred to as "CLSI")

And

Federal University of São Carlos

km 235 Washington Luís highway
São Carlos, São Paulo 13565-905 Brazil
(hereinafter referred to as "User Institution")

WHEREAS Canadian Light Source Inc. (CLSI) operates a synchrotron radiation facility known as the Canadian Light Source under an agreement with the University of Saskatchewan and wishes to provide access and services to researchers who are an employee or named representative of the User Institution;

WHEREAS the User Institution has an employee or named representatives who wish to perform experiments that require access to the Canadian Light Source Facility and Services provided by CLSI;

WHEREAS CLSI and the User Institution recognize that such access and services are provided in order to perform synchrotron light research with the intent that the resulting research will be placed in the public domain through broad dissemination with the scientific community;

NOW, THEREFORE, in consideration of Fees, and of the mutual benefits arising from this Agreement, including those accruing to the User Institution as a result of its access to the Canadian Light Source facility and those accruing to CLSI as a result of association with the User Institution, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 **"Agreement"** refers to this agreement including the preamble and all schedules attached to this document.
- 1.2 **"Facility"** means the third generation synchrotron light source situated on the lands of University of Saskatchewan, owned by University of Saskatchewan, and operated by Canadian Light Source Inc., known as the Canadian Light Source.
- 1.3 **"Fees"** means the fixed access fee set by CLSI from time to time for access to the Facility together with the amounts to be paid to CLSI for the Services, CLSI may make additional charge for:
 - 1.3.1 Taxes, duties and other governmental fees including the Goods and Services Tax, and applicable sales taxes; and
 - 1.3.2 Costs incurred in disposing or returning Samples or returning Equipment to the User inclusive of transportation charges, insurance, and packing;
 - 1.3.3 Incidental expenses for supplies and materials used in the performance of Services; and
 - 1.3.4 Other expenses as agreed to by the User and CLSI.
- 1.4 **"Intellectual Property"** means all analytical results, including data, analysis of data, patents or patentable subject matter relating to the Services.
- 1.5 **"Services"** means the access provided to the Facility or services provided by CLSI with regard to the performance of experiment(s) as outlined in the User Proposal/Beam Time Request and agreed to by CLSI and the User in advance.
- 1.6 **"User"** means the faculty member, employee student, or named representative of the User Institution or any person acknowledged as such by the User Institution who will require access to the Facility or Services from CLSI and for whose acts and omissions the User Institution accepts responsibility.

- 1.7 **"User Proposal and Beam Time Request"** means forms prepared by the User disclosing, among other information, the following information regarding experiment(s) to be performed at the Facility and Services requested of CLSI, in the form accepted by CLSI:
- 1.7.1 The nature of the experiment to be performed, including any requirements for human or animal ethics;
 - 1.7.2 The nature of materials, samples and equipment that will be used in the experiment, including disclosure of any material risks to persons or property associated with the handling of samples or equipment in accordance with CLSI Health Safety and Environmental guidelines;
 - 1.7.3 Participants in the experiments.

2.0 PERFORMANCE AND WARRANTIES

- 2.1 CLSI shall perform the Services applying reasonable skill and ability and will use all reasonable efforts to provide the Services within the time schedule specified by the approved User Proposal and Beamtime Request. The User Institution acknowledges and agrees however that:
- 2.1.1 CLSI will employ reasonable diligence in its provision of Services or the Users employment of the Facility however the information supplied, and advice or opinions provided are based upon the experience of CLSI and its personnel and there is no representation that information supplied, advice given or opinions expressed by CLSI are free of error or correct.
 - 2.1.2 There is no representation that the use of the Facility or the provision of Services will generate the desired or anticipated results.
 - 2.1.3 If the Facility is not available or becomes unavailable for timely completion of the Services or the Services are otherwise delayed, CLSI is not liable for such delay but will inform and keep the User informed as to any anticipated delays.
 - 2.1.4 There are no warranties or representations of any nature or kind, implied or otherwise, whether relating to performance, marketability, merchantability, any fitness for purpose, or title.
 - 2.1.5 CLSI accepts no responsibility for the subsequent use of information, or materials arising from the performance of the Services, either by the User or a third party who has obtained any such information, materials or equipment either directly or indirectly from the User or the User Institution.

3.0 COMPLIANCE WITH CLSI POLICIES AND PROCEDURES

- 3.1 Services provided to the User under this Agreement shall be subject to and implemented in accordance with the CLSI access regulations and procedures, including and without limitation, those regulations and requirements relating to Health, Safety and Environment, security access to information, hours of work and conduct. In the event that the User fails to comply with CLSI policies and procedures, CLSI may without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the Services and retract permission to participate as a User or otherwise remain at CLSI.
- 3.2 The User Institution shall ensure that Users, in the conduct of their activities at the Facility, comply with the provisions of the Agreement and use all reasonable care and diligence in the conduct of activities at the Facility so as to prevent damage to property or injury to person.
- 3.3 The User Institution shall ensure that the research conducted as part of this Agreement and any employment of the results thereof shall be for non-proliferation purposes only and shall not violate any Canadian legislation pertaining to weapons research.

4.0 SAMPLES, MATERIALS AND EQUIPMENT

- 4.1 User Institution and/or the User shall be responsible for transportation and delivery of samples, materials and equipment to the Facility at its own risk, cost and expense and in compliance with all laws including as to packaging relating to such transport. Such costs and expenses may be covered directly using resources from the budget of the User Institution's academic department or graduate program to which the User is affiliated or from external sources, *e.g.*, scholarships, research fellowships and funds from agencies and other organizations devoted to funding research and development projects. Prior to receipt by CLSI, the User shall notify CLSI in writing of the nature of the samples, materials and equipment, and the extent to which the same constitute a hazard including but not limited to biohazards, compressed gas, corrosiveness, dangerous reactive materials, flammability, oxidizer, radioactivity, toxicity or other hazards.
- 4.2 Upon expiration of the allocated beam time or each visit, equipment and materials if intended to be retained on site shall require the consent of CLSI and be stored in accordance with CLSI requirements including any applicable storage charges and insurance requirements; and if intended for destruction or return, CLSI in accordance with the instructions of the User shall dispose or return all samples and materials and return all equipment to the User at the User's expense. Risk in transit shall pass to the User Institution or User upon dispatch by CLSI and shall be borne by the User Institution or User and not by CLSI if stored on site.
- 4.3 CLSI will use reasonable efforts to safeguard the samples, materials and equipment; CLSI shall not be responsible for damage to or loss of property delivered to CLSI by the User and in its care, custody or its control notwithstanding that damage may occur through the acts or omissions including negligence of CLSI.

5.0 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The User Institution confirms that the experiments conducted by Users under this Agreement will be governed by the User Institution's policy or requirements regarding Intellectual Property. As a result, the User will be bound by the User Institution's policy or requirements regarding intellectual property where applicable, and/or any additional restrictions assumed by the User as a result of contractual arrangements related to Services performed at the Facility.
- 5.2 The User Institution agrees that intellectual property which, with the concurrence of the User or the User Institution is incorporated into the Facility or its operation, including software, equipment, information, or other technology, whether in the course of or incidental to the provision of Services or otherwise, is subject to a perpetual non-exclusive royalty-free license permitting its use exclusively at the Facility, or any next generation synchrotron facility operated by CLSI.
- 5.3 The User Institution will retain the rights over such intellectual property, as described in Section 5.2 herein, and will be free to exploit such intellectual property at its discretion.
- 5.4 Notwithstanding anything to the contrary herein, CLSI retains ownership of any Intellectual Property in the nature of the Services performed, analytical methods contributed to or conceived of by CLSI (but excluding resulting data), in performance of the Services for the User notwithstanding any contribution by a User.
- 5.5 Neither CLSI nor User Institution make any representations or warranties, either express or implied, regarding any Confidential Information data or results or intellectual property which relate to the Services. User Institution acknowledges that no particular results can be guaranteed. User Institution represents that, to the best of its knowledge, the acts of Users, including the acts of CLSI effected under the direction of Users and employment by CLSI of information received from a User in the provision of Services, shall not infringe any Intellectual Property rights of third parties.

6.0 CONFIDENTIALITY

- 6.1 Each party in regard to the confidential information disclosed by the other party, and CLSI in respect of all results generated in the course of the Services and owned by the User or User Institution, agrees not to use and agrees to protect such information in the same manner as it protects its own information of like kind (but in no event with less than reasonable care) other than use in connection with the performance of the Services. Confidential information, in addition to all

results generated in the course of the Services and information pertaining to Intellectual Property in the nature of the Services performed, analytical methods contributed to or conceived of by CLSI, means information that a disclosing party has identified in writing as confidential.

6.2 These restrictions do not apply to information:

- 6.2.1 In the public domain or that comes into the public domain through no fault of the receiving party or that can be documented as previously known to it;
- 6.2.2 Independently developed by the receiving party without reference to the disclosing party's confidential information;
- 6.2.3 Disclosed to it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information;
- 6.2.4 Required to be disclosed by a governmental agency or law, so long as, where permitted by law, the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.

7.0 LIABILITY

7.1 Notwithstanding any provision of this Agreement, CLSI, the University of Saskatchewan, or any of their officers, employees or agents are not liable to the User Institution, a User or any other person, regardless of cause, including negligence on the part of CLSI, for:

- 7.1.1 Any anticipated or indirect loss or damage, including loss of profits, revenue, or future business; or
- 7.1.2 Any damage to reputation or goodwill or arising from delay of business interruption; or
- 7.1.3 Any liability incurred or loss suffered by the User and User Institution to third parties; or
- 7.1.4 Any damage, loss, cost or expenses of an indirect or consequential or economic nature, caused by, arising from, associated with or attributable to the activities or obligations of CLSI under this Agreement or the use of information or data generated by the Services.

Notwithstanding anything to the contrary this Section 7 shall be governed by laws of the Province of Saskatchewan and the laws of Canada.

8.0 INDEMNIFICATION

8.1 User Institution agrees to indemnify, defend and hold harmless CLSI, the University of Saskatchewan, or any of their officers, employees or agents from any and all loss, claims, damage or liability, including without limitation personal injury, death and property damage arising in connection with the performance or purported performance of this Agreement, including legal and other expenses reasonably incurred by CLSI in connection with any claim, except to the extent that the same is a direct result of the negligence of CLSI.

9.0 INSURANCE

9.1 User Institution may use a program of self-insurance or internal risk financing to account for User activities carried on at the Facility.

10.0 PAYMENT OF FEES

10.1 The User Institution agrees to be responsible for the payment of all Fees incurred by a User pursuant to the terms of this Agreement and in the event of failure of a User to remit such Fees in a timely manner to do so within thirty (30) days of invoice therefore. Such Fees may be paid directly using resources from the budget of the User Institution's academic department or graduate program to which the User is affiliated or from external sources, *e.g.*, scholarships, research

fellowships and funds from agencies and other organizations devoted to funding research and development projects.

11.0 PUBLIC DISCLOSURE REQUIREMENTS

11.1 CLSI, as an integral academic unit of University of Saskatchewan, performs fundamental synchrotron light research and makes this resource available to eligible entities with the intent that the resulting research will be placed in the public domain through broad dissemination with the scientific community by the User Institution. All such publications should contain the following attributions:

"Part or all of the research described in this paper was performed at the Canadian Light Source, a national research facility at the University of Saskatchewan, which is supported by the Canada Foundation for Innovation (CFI), the Natural Sciences and Engineering Research Council (NSERC), the National Research Council (NRC), the Canadian Institutes of Health Research (CIHR), the Government of Saskatchewan, and the University of Saskatchewan."

11.2 User Institution shall advise User to provide to CLSI copies or reprints of such publications.

11.3 User Institution shall advise User to provide to CLSI, summaries of research results relating to the object hereof for publication in the CLSI Activity Report.

11.4 User Institution shall advise User to provide to CLSI, summaries of research results relating to the object hereof that lead to knowledge transfer or technology transfer, including but not limited to: dissemination of best practices (*e.g.*, in healthcare, education), improvements in professional practice (*e.g.*, better teaching methods), disclosures of inventions, new product/process development, and patent applications/awards.

12.0 GENERAL

12.1 Both parties shall comply and the User Institution shall ensure a User shall comply in respect of their respective activities hereunder with all laws, by-laws, regulations, directions and orders of each governmental authority having jurisdiction (without limitation including any directives, or policies of the Facility), and shall not commit, suffer or permit any act or omission which shall breach any thereof. The User Institution shall ensure that in the grant of rights to a third party to use the results of or the data arising from the Services are governed by the same exclusions from liability as pertain to this Agreement.

12.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall take precedence over any inconsistent agreement, communication or understanding regarding provision of services to Users to the extent of any inconsistency therein. This Agreement may not be amended or otherwise modified nor may its application be waived or affected other than by amendment in writing executed with the same degree of formality by persons with appropriate authority as this Agreement.

12.3 The rights and obligations hereunder except to the extent expressed as for the benefit of persons other than or in addition to the parties may not be assigned or transferred by either party without the prior written consent of the other party.

12.4 If any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and a court of competent jurisdiction is authorized to reduce the scope of any provision that would otherwise be unenforceable so as to render that provision enforceable.

12.5 The parties hereto acknowledge that the Services for which this Agreement is being entered will be performed at the Facility.

12.6 This Agreement may be executed in any one or more counterparts and, taken together, the counterparts shall constitute an original document, validly executed. Signatures to this Agreement transmitted by facsimile, by email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

12.7 Written notices required under this Agreement shall be sent by certified mail (return receipt requested), a nationally recognized overnight courier with tracking capability, or by email to the following:

CLSI as follows:

Chief Financial Officer
Canadian Light Source Inc.
44 Innovation Boulevard
Saskatoon, Saskatchewan S7N 2V3 Canada
bill.matiko@lightsource.ca

User Institution as follows:

Head, International Relations Office
Federal University of São Carlos
Rodovia Washington Luís, km 235
São Carlos (SP) 13565-905 Brazil
scg-srinter@ufscar.br; srinter@ufscar.br

12.8 This Agreement may be executed in both English and Portuguese. In the event of any discrepancy or dispute as to the terms and conditions of this Agreement, the English version shall prevail.

13.0 TERM OF THIS AGREEMENT

13.1 This Agreement shall become effective on December 15, 2021 and, unless terminated earlier for good cause upon written notice by either party, remain in effect for three years.

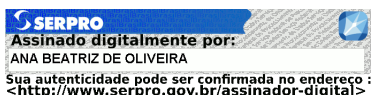
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the days and years written below.

Canadian Light Source Inc.

Per: Bill Matiko
Bill Matiko
Chief Financial Officer and Chief Operating Officer

Date: _____

Federal University of São Carlos



Per: _____
Prof Ana Beatriz de Oliveira
Rector

Date: _____

Signature:

Email: bill.matiko@lightsource.ca