

1

THIS AMENDMENT AGREEMENT made under the laws of the Province of Alberta, Canada on this 21st day of October, 2011 (the "Effective Date").

BETWEEN:

Mitacs Inc.
("Mitacs")

-and-

The Governors of the University of Alberta,
a corporation continued under the *Post – Secondary Learning Act* (Alberta),
(the "University")

WHEREAS:

- A. On the 21st day of October, 2011, the parties entered into a contract, a copy of which is attached hereto as Schedule "A", wherein the University and Mitacs agreed to the terms that would be applicable for graduate student educational projects undertaken through the University ("Internship Terms Agreement");
- B. At the time the Internship Terms Agreement was executed, Mitacs was known as "The Mathematics of Information Technology and Complex Systems Inc.";
- C. The Mathematics of Information Technology and Complex Systems Inc. has now changed its name to "Mitacs Inc.";
- D. The Parties have now agreed to amend the Internship Terms Agreement to reflect the name change;

NOW THEREFORE, in consideration of the payments which have already been made under the Internship Terms Agreement, and in consideration of the further covenants and agreements herein, it is now agreed that the Internship Terms Agreement will be amended as follows:

1. All references throughout the Internship Terms Agreement to "The Mathematics of Information Technology and Complex Systems Inc." and all references to "MITACS Inc." are hereby amended to read "Mitacs Inc.";
2. The paragraph in the Internship Terms Agreement that is immediately below the title "Internships Available to All Faculties, Schools and Departments" that currently reads:
"MITACS ACCELERATE is administered by MITACS Inc., a federally funded Network of Centres of Excellence (NCE with the support of the Government of Canada."
is hereby deleted and the following new paragraph is inserted in its place:
"MITACS ACCELERATE is administered by Mitacs Inc., a federally & provincially funded organisation with the support of the Government of Canada."
3. The paragraph in the Internship Terms Agreement that is titled "Effective Date" that currently reads:
"A MITACS Accelerate Internship will be evidenced by a signed Memorandum of Internship between the University of Alberta and the Sponsor Organization in the form-fillable University of Alberta version available on the MITACS ACCELERATE Website. These Internship Terms apply to each internship evidenced by a Memorandum of Internship dated on or after May 1, 2009."
is hereby deleted and replaced with the following paragraph:
"A Mitacs Accelerate Internship will be evidenced by a signed Memorandum of Internship between the University of Alberta and the Sponsor Organization in the form-fillable University of

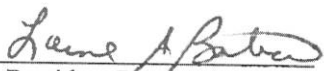
Alberta version available on the MITACS ACCELERATE Website. These Internship Terms apply to each internship evidenced by a Memorandum of Internship dated on or after May 1, 2009.”

4. In all other respects the Internship Terms Agreement remains unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the date first written above.

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Per:




Vice – President Research

Lorne A. Babiuk, OG, PhD, DSc

Vice-President (Research)

Mitacs Inc.

Per:



Per: CFO Mitacs Inc

INTERNSHIP TERMS

For Graduate Student Educational Projects

Undertaken Through the UNIVERSITY OF ALBERTA

Funded Through the MITACS ACCELERATE Internship Program (“MITACS ACCELERATE”)

Administered by The Mathematics of Information Technology and Complex Systems Inc. (MITACS Inc.)

Program Overview

The MITACS ACCELERATE Internship Program connects Alberta businesses with university researchers in all disciplines who have advanced levels of expertise in areas that address vital research opportunities. It partners graduate student interns and postdoctoral fellow interns (“Interns”) and their supervising professors (“Academic Supervisors”) with companies, hospitals, government agencies and not-for-profit organizations (“Sponsor Organizations”). These connections help partners utilize new tools, technologies and methodologies to address issues that are vital to an organization’s success. Sponsor Organizations benefit from the power of advanced research while Interns and Academic Supervisors benefit from new research opportunities.

Internships Available to All Faculties, Schools and Departments

MITACS ACCELERATE is administered by MITACS Inc., a federally-funded Network of Centres of Excellence (NCE), with the support of the Government of Canada.

This program funds Interns to undertake research on site with the partner organization, applying cutting-edge tools, techniques or methodologies to research issues and problems arising within the organization. This on site research is expected to account for approximately 50% of the Intern’s time during the period of the internship. The Intern will then spend the remaining time at the Intern’s home university with the Intern’s Academic Supervisor, evaluating the best techniques or methodologies to be applied to the identified research issue.

Goal of MITACS ACCELERATE

The goal of MITACS ACCELERATE is to initiate and foster linkages with industrial, governmental and not-for-profit organizations operating within Alberta that require advanced university-based research techniques and technologies to deal with problems of strategic importance to Alberta and Canada. The University of Alberta facilitates MITACS ACCELERATE in achieving such goal by partnering with industry on research projects involving the generation, application and commercialization of new research based tools.

Funding for Projects

All MITACS ACCELERATE supported Projects in this program are funded in four-month periods. Project funding comes to the University of Alberta from MITACS ACCELERATE and includes: 1) the Sponsor Organization funds of \$7,500, and 2) MITACS ACCELERATE matching funds of \$7,500. A minimum of \$10,000 of the funding will be applied to the stipend for the Intern for the four-month period and the balance of the funding will be available to the Academic Supervisor for other direct costs of the project such as travel, accommodation, materials and equipment.

Confidentiality

It is expected that a Sponsor Organization will not provide any confidential information to the Intern who will work on a Project. However, in the event that confidential information will be provided by the Sponsor

Organization to the Intern, the University of Alberta's standard MITACS ACCELERATE confidentiality agreement will be used, a form-fillable version of which is available on the MITACS ACCELERATE website.

Ownership and Use of Patentable Intellectual Property & Other Results

Unless otherwise provided in relation to Patentable Intellectual Property or Results covered by one or more separate agreements to which the University and the Sponsor Organization are parties which:

- (i) exist at and subsist beyond the date the University and the Sponsor Organization enter into an agreement for a Project;
- (ii) come into existence following the date the University and the Sponsor Organization enter into an agreement for a Project but specifically provide that the same govern in relation to that Project and the provisions of these Internship Terms;

all:

- (iii) Patentable Intellectual Property first created or reduced to practice by the Intern or the Academic Supervisor in the undertaking of the Project will be disclosed to the Sponsoring Organization and assigned by the Intern or Academic Supervisor as the case may be to the University of Alberta and will then be assigned by the University of Alberta to the Sponsoring Organization;
- (iv) Results first identified, created or reduced to practice by the Intern or the Academic Supervisor other than: (a) Patentable Intellectual Property and (b) other Results in which copyright exists; will be owned by the Intern, the Academic Supervisor or the University of Alberta as the case may be in accordance with applicable University of Alberta policies and procedures but will be disclosed to the Sponsoring Organization and may be used by the Sponsoring Organization;
- (v) copyright in materials produced by the Intern or the Academic Supervisor in the undertaking of or as a result of the Project will be owned in accordance with and subject to the provisions of the Publication and Copyright section of these Internship Terms;
- (vi) Results first identified, created or reduced to practice by the Sponsor Organization or an employee or other individual participating in the Project through the Sponsor Organization will be owned by the Sponsor Organization, the employee or other individual in accordance with applicable law and any agreement between the Sponsor Organization and such employee or other individual.

For the purpose of these Internship Terms:

- (vii) "Intellectual Property" means patents, trade marks, industrial designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the foregoing;
- (viii) "Patentable Intellectual Property" means all patents, patentable ideas including but not limited to plant cultivars, germ plasm and computer software that is capable of being legally protected by patent, whether in Canada or elsewhere which are first created or reduced to practice by or on behalf of a party in the undertaking of the Project; and
- (ix) "Results" means all Patentable Intellectual Property and other Intellectual Property first created, identified or reduced to practice or writing by a party in the course of the Project.

The Sponsor Organization grants to each of the University of Alberta, the Intern and the Academic Supervisor a royalty-free, non-exclusive, perpetual, irrevocable license to use the Patentable Intellectual

Property and any other Results owned by the Sponsor Organization, any of its employees or other individual participating in the Project through the Sponsor Organization for the purpose of undertaking the Project and for research, scholarly publication, education or other non-commercial use.

The University of Alberta, the Academic Supervisor and the Intern will avoid use in the Project of Intellectual Property that is personally known to them to be owned by a third party and not authorized for use in the Project. In the event that any such third party Intellectual Property is inadvertently or unavoidably used in the Project, upon acquiring personal knowledge of such use, any participant in the Project shall promptly notify the other participants thereof and refrain from any further use.

Publications and Copyright

Subject to compliance with the requirements of this Publications and Copyright section neither the Intern nor the Academic Supervisor is restricted from presenting Results from the Project at symposia, professional meetings, or for academic evaluation or other purposes, or from publishing thesis, course reports, or in journals or other publications (any such presentation or publication being a "Disclosure").

The Sponsor Organization will be given an abstract or any proposed oral Disclosure of Results not previously included in a Disclosure or a copy of any proposed readable Disclosure of Results not previously included in a Disclosure at least thirty (30) days before the date of the proposed Disclosure which may be made unless the Sponsor Organization, within fifteen (15) days after delivery of such abstract or copy of the proposed Disclosure, gives written notice to author indicating that it objects to the proposed Disclosure:

- (i) on the ground that it contains confidential information (other than any Results) disclosed to the author by the Sponsor Organization in which case the author will remove any such confidential information from the proposed Disclosure after which the proposed Disclosure may be made; or
- (ii) except in the case of a thesis, the rights of the Sponsor Organization pursuant to this (ii) not extending to a thesis, on the grounds that it discloses Patentable Intellectual Property or other patentable Results for which the Sponsor Organization wishes to seek patent protection in which case the Intern or Academic Supervisor will delay the proposed Disclosure for a period ending on the earlier of sixty (60) days after the initial proposed date of Disclosure by the author or the date that the Sponsor Organization files a patent application for such Patentable Intellectual Property or other patentable Results.

The University of Alberta has policies and procedures that allow a graduate student to defend and publish a thesis in a timely manner.

The Academic Supervisor or the Intern that is the author of any material in which copyright exists, which is produced in the undertaking of or as a result of the Project, will be the owner of the copyright in such material.

Warranty and Disclaimer

Each Project is experimental and exploratory in nature and no particular results can be guaranteed by the University of Alberta, the Academic Supervisor or the Intern. The Sponsor Organization must undertake its own due diligence with respect to all matters arising from the Project. The Sponsor Organization acknowledges that the University of Alberta, the Academic Supervisor and the Intern, separately or in any combination, make no representation or warranty, either express or implied, with respect to the Results and each specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss whether direct, indirect, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the University of Alberta, the Academic Supervisor or the Intern have been advised of the possibility of such damages. The Sponsor Organization will indemnify, defend and save harmless each of the University of Alberta, its directors, officers, employees, students and agents, and the Academic Supervisor and the Intern from and against all costs, suits, claims, losses, and expenses, including all reasonable legal

fees and other costs of litigation, resulting directly or indirectly from the use of the Results by the Sponsor Organization or any entity taking rights to the same through the Organization Sponsor.

Effective Date

A MITACS Internship will be evidenced by a signed Memorandum of Internship between the University of Alberta and the Sponsor Organization in the form-fillable University of Alberta version available on the MITACS ACCELERATE Website. These Internship Terms apply to each internship evidenced by a Memorandum of Internship dated on or after May 1, 2009.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT effective as of the ____ day of _____, 20____ (the “Effective Date”).

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

(the “University of Alberta”)
a corporation pursuant to the Post-secondary Learning Act (Alberta)
with an office at _____

AND:

(the “Sponsor Organization”)
a corporation under the laws of _____
with an office at _____

WHEREAS:

- A. The Sponsor Organization and the University of Alberta have entered into a MITACS ACCELERATE Internship Program Memorandum for the participation of the University, through the Intern and Academic Supervisor identified in Schedule A to this Agreement, with the Sponsor in the Project identified in Schedule A (the “Project”); and
- B. Each Party wishes to provide for the disclosure by it to the other of the disclosing Party’s Confidential Information to facilitate the conduct of the Project and wishes to establish certain terms and conditions in relation to Results as defined in the Internship Terms that are incorporated in the Memorandum.

NOW THEREFORE the Parties agree as follows:

- 1. As used herein, “Confidential Information” means any communication or data in any form, including, but not limited to, oral, written, graphic or electromagnetic forms, which a Party desires to protect as confidential hereunder and against unrestricted disclosure, unauthorized use or competitive use, and which pertains to the Project and which is designated as “CONFIDENTIAL” in the manner provided by this Agreement by a Party (the “Discloser”, with the Party receiving such information being the “Recipient”).
- 2. Anything disclosed to a Recipient by a Discloser hereunder that is to be protected as Confidential Information shall with the exception of the Results as defined in the Internship Terms:
 - (a) if in writing or other tangible form, be conspicuously labeled as “PROPRIETARY” or “CONFIDENTIAL” at the time of delivery; and
 - (b) if oral, be identified prior to disclosure as proprietary or confidential, and after disclosure shall be summarized and reduced to writing or other tangible form no later than fifteen (15) calendar days thereafter and delivered to the Recipient consistent with subparagraph (a) above.

Results, as defined in the Internship Terms, are owned and may be disclosed and used in accordance with those Internship Terms and do not form Confidential Information for the purposes of this Agreement.

- 3. All disclosure of Confidential Information subject to this Agreement shall be completed within the disclosure period stated in Schedule A” (the “Disclosure Period”) and this Agreement shall terminate at the end of the Disclosure Period except that the obligations of confidentiality in section 4 shall

continue after the end of the Disclosure Period during any confidentiality period (the “Confidentiality Period”) stated in Schedule “A”.

4. Each Recipient acknowledges that the Confidential Information of a Discloser which is to be treated as confidential hereunder by the Recipient includes commercial assets of considerable value to the Discloser and undertakes and agrees:
 - (a) to treat all such Confidential Information as confidential and not to disclose such Confidential Information to any person except as permitted under this Agreement or otherwise in writing by the Discloser;
 - (b) to safeguard such Confidential Information in the same manner that the Recipient treats its own confidential information and trade secrets, with not less than a reasonable degree of care;
 - (c) to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorized access, use, and misappropriation and to notify the Discloser promptly of any unauthorized use, copying, or disclosure of such Confidential Information arising from the Recipient’s access to the Confidential Information and to provide all reasonable assistance to terminate such unauthorized use or disclosure;
 - (d) to use such Confidential Information solely for the purpose (the “Purpose”) stated in Schedule “A”;
 - (e) not to decompile, reverse engineer or chemically analyze any physical samples or other Confidential Information provided under this Agreement where such actions are not necessary for the Purpose;
 - (f) not to disclose any such Confidential Information to any third parties except (i) its faculty, staff, students, and employees who have a need to know directly related to the Purpose and (ii) third parties who are directly concerned with the Purpose and who have been expressly authorized in writing by the Discloser to receive the Confidential Information prior to its disclosure to that third party; and
 - (g) to ensure that all persons and bodies mentioned in the preceding paragraph (f) are (i) made aware of both the confidentiality provisions of this Agreement governing such Confidential Information, which the relevant party shall ensure are enforced, and the confidential nature of the Confidential Information, and (ii) bound by terms of confidentiality at least as strict as those in this Agreement.

5. The obligations of confidentiality in section 4 above shall not apply to any portion of the Confidential Information where the Recipient can demonstrate that the Confidential Information concerned is or has been:
 - (a) generally available to the public through no breach of this Agreement;
 - (b) already in the possession of the Recipient or its employees without restriction and prior to disclosure of that specific Confidential Information hereunder;
 - (c) lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient;
 - (d) developed independently by the Recipient without access to, or knowledge of, the Confidential Information of the Discloser; or

- (e) ordered disclosed by the Recipient pursuant to order of a court of competent jurisdiction and, where lawfully permitted to do so, the Recipient has informed the Discloser, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed.
- 6. Each Party shall have or enter into agreements as necessary with its faculty, students, and employees sufficient to safeguard the Confidential Information disclosed hereunder in the manner contemplated by this Agreement and, for this purpose, University of Alberta shall be entitled to use the Non-Disclosure Agreement Acknowledgement attached as Schedule "B" hereto.
- 7. Specific Confidential Information shall not be deemed to be within the exceptions of section 5 above merely because such specific Confidential Information may be construed as being within broader, non-confidential information which is either in the public domain or in the possession of the Recipient at the time of its disclosure. Neither shall a combination of features that form confidential information be deemed to be non-confidential merely because the individual features, without being combined, are non-confidential.
- 8. In the event a Recipient is required by operation of law to disclose any Confidential Information where lawfully permitted to do so, the Recipient shall promptly notify the Discloser so that the Discloser may seek appropriate means to protect the confidentiality of its Confidential Information and the Recipient shall use reasonable efforts to delay any such disclosure until the Discloser has had an opportunity to oppose such disclosure.
- 9. The Parties each acknowledge that disclosure of the Confidential Information of the other or other breach of this Agreement would cause serious and irreparable damage and harm to the other and that the remedies at law would be inadequate to protect against breach of this Agreement. As such, the Parties agree in advance that each Party, without proof of actual damages and without necessity to post a bond, is entitled to injunctive relief in its favour and specific enforcement of the terms of this Agreement in addition to any other remedy to which it would be entitled in the event of any anticipated unauthorized disclosure of the Confidential Information of that Party by the other Party or other breach of this Agreement.
- 10. Nothing in this Agreement grants a Recipient any right, title, or interest in the Confidential Information. Nothing in this Agreement and no action performed under this Agreement shall transfer any interest in intellectual property of either Party. Without limiting the generality of the foregoing, no license, title or right with respect to any intellectual property in the Confidential Information, including but not limited to any patents, patent applications, trademarks, copyrights or trade secrets, is granted by either Party to the other Party through disclosure of the Confidential Information under this Agreement.
- 11. No waiver of any provision, breach or default under this Agreement shall be deemed a waiver of any subsequent provision breach or default, nor shall any such waiver constitute a continuing waiver.
- 12. The Parties acknowledge and agree that the Confidential Information is experimental in nature and that any use of the Confidential Information by a Recipient will be at the sole risk and liability of Recipient. The Discloser warrants that it has the right to make the disclosures contemplated in this agreement. THE DISCLOSER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ON THIRD PARTY PROPRIETARY RIGHTS. ALSO, DISCLOSER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING FROM ANY USE OF THE INFORMATION BY RECIPIENT EVEN IF DISCLOSER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

- 13. This Agreement is subject to any agreement concerning publication rights as between any of the Parties entered into prior to, concurrently with, or following the execution of the Agreement. Otherwise, this Agreement constitutes the entire understanding of the Parties with regard to the subject matter hereof and may not be modified, supplemented or rescinded except by an agreement in writing signed by the Parties hereto.
- 14. Any amendments to this Agreement must be in writing and executed by authorized representatives of each Party.
- 15. Upon termination of this Agreement or at the written request and instruction of a Discloser, all copies of the Confidential Information of the Discloser in the possession of the Recipient (with the exception of one copy that may be retained for record purposes) shall be destroyed (with written confirmation to the Discloser if Discloser requests in writing such written confirmation) or returned to the Discloser within a reasonable period of time but, in any event, within ten (10) days.
- 16. No provision of this Agreement will be deemed waived or any breach excused, unless such waiver or consent excusing the breach is in writing and signed by the Discloser. A waiver of a provision of this Agreement will not be construed to be a waiver of a subsequent breach of the same provision.
- 17. This Agreement shall not be assignable (by operation of law or otherwise) by either Party without the prior written consent of the other Party.
- 18. This Agreement shall be governed by the laws in force in the Province of Alberta and the Parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the dates below written but effective as of Effective Date written above.

SIGNED FOR THE GOVERNORS OF THE UNIVERSITY OF ALBERTA by:

 Its authorized signing officer
 Name: _____
 Title: _____
 Date: _____

SIGNED FOR _____ by:

 Its authorized signing officer
 Name: _____
 Title: _____
 Date: _____

SCHEDULE “A”

Disclosure Period:

___ months commencing on the Effective Date

Confidentiality Period:

___ months commencing on the Effective Date

Purpose:

for the conduct of the Project only unless otherwise noted below or otherwise authorized in writing by the Discloser of such Confidential Information

SCHEDULE “B”

NON-DISCLOSURE AGREEMENT ACKNOWLEDGEMENT

To: **The Governors of the University of Alberta**

Each of the undersigned acknowledges having read and understood the terms of the Non- Disclosure Agreement dated _____ between The Governors of the University of Alberta and _____, and is aware that in accordance with terms and conditions applicable to academic staff and students and applicable policies of the University of Alberta the participation of the undersigned in the Project must be in accordance with the terms and conditions of such Non-Disclosure Agreement.

SIGNED BY THE **ACADEMIC SUPERVISOR**:

Title: _____

Date: _____

SIGNED BY THE **INTERN**:

Date: _____