Template Agreement between a Primary and Satellite Clinical Trial Site

Notes:

1. The following document for the Agreement is to be adapted to suit each primary and satellite site.
   Yellow Highlighted items are items that each Primary or Satellite site will fill in, as appropriate.
   Blue Highlighted items are those connected to a Study Drug

2. This document should be accompanied by a Statement of Work for each clinical study. A template for this Statement of Work is available in the CRAFT Toolkit.

3. For trials sponsored by industry or other third party, the CRAFT Amendment template is provided.

MASTER RESEARCH AGREEMENT between Primary and Satellite Sites

This Master Research Agreement (the "Agreement") is made effective as of the date of last signature ("Effective Date").

Between:

Institution for the Cancer Trial - Centre Name
of the City of *City Name* (hereinafter called *"Institution"*)
ADDRESS

- and –

Satellite Site for the Cancer Trial - Centre Name
of the City of *City Name* (hereinafter called *"Satellite Institution" or "Satellite Site"*)
ADDRESS

WHEREAS Institution provides oncology services and access to clinical research to individuals with a diagnosis of cancer;

AND WHEREAS to facilitate the delivery of oncology research services to individuals in the respective communities in its Region, in which such individuals reside, Institution has established a remote program for participation in its oncology research trials by delegating of aspects of the research to satellite sites in the Region which would not otherwise have access to oncology research services;

AND WHEREAS Satellite Institution has the expertise required to deliver circumscribed aspects of oncology care and can facilitate access to oncology research services in the Region;

AND WHEREAS Satellite Institution is desirous of entering into an agreement with the Institution to participate in bringing the oncology research services to its patients in the Region.

NOW THEREFORE THE PARTIES agree as follows:

1. **INTERPRETATION:**

a) **Definitions**: In this Agreement and in the schedules hereto, the following terms and expressions will have the following meanings:

i. "Agreement" means this Master Research Agreement between the parties, including Statements of Work, appendices, and any amendments from time to time agreed to in writing between the parties.

ii. "Business Day" means any day other than a Saturday, a Sunday or a statutory holiday in the Province of INSERT or any other day on which the principal chartered banks located in the City of *Location* are not open for business during normal banking hours.

iii. "Funder" means the funder of the Study as defined in the Statement of Work.

iv. "Investigator" means the Principal Investigator of the Study at Institution.

v. “Guidance Documents” means any training, information, or delegation instructions provided to the Satellite Site from the Primary Site.

vi. “Participants” means any individual enrolled in a Study.

vii. “Personal Health Information” has the same meaning as in the *insert applicable health privacy statute*.

viii. “Personal Health Information Custodian” has the meaning as in the *insert applicable health privacy statute*.

ix. “Primary Site” means the Investigator and Institution together.

x. “Privacy Laws” means any and all federal and/or provincial statutes or regulations now or in future in force relating to the protection and/or privacy of Personal Information, Personal Health Information and/or Quality of Care Information, including without limiting the generality of the forgoing, the *Personal Information Protection and Electronic Documents Act* (Canada) (“PIPEDA”), and any provincial privacy statutes or regulations including *insert applicable health privacy statute*;

xi. “Protocol” means the protocol defined in the Statement of Work.

xii. “REB” means the applicable research ethics board or ethics committee.

xiii. “Region” means the geographical catchment of the Satellite Institution.

xiv. “Satellite Investigator” means the lead investigator of the Study at Satellite Site.

xv. “Satellite Site” means the Satellite Investigator and Satellite Institution together.

xvi. “Sponsor” means the sponsor of the Study as defined in the Statement of Work.

xvii. “Statement of Work” means the document appended or attached to this Agreement that lays out the specific details of the Study.

xviii. “Study” means the study defined in the Statement of Work.

xix. “Study Drug” means the drug, placebo, agent, device, or other investigational product administered in the course of the Study, as defined in the Statement of Work and the Protocol.

b) **Appendices**: Statement of Work attached to this Agreement as Appendix A and incorporated herein by reference is an integral part of this Agreement.

2. CONDUCT OF STUDIES:

a) The terms of this Agreement will govern the overall conduct of the Studies. The parties agree that the Satellite Site is not a subsite but is rather a delegate of the Institution and acts exclusively under those powers of delegation, as stated herein. For the purposes of the Study, any patients enrolled at the Satellite Site shall be deemed to participate in the Study at the Institution.

b) **Statement of Work**

i. Each Study shall be set forth in one or more separate Statement of Work, to be entered into by the Parties simultaneously herewith or Satellite Site subsequent hereto. Each Statement of Work will set forth, at minimum, the following:

1. The name of the Study;
2. The name of the applicable
    a. Investigator;
    b. Satellite Investigator;
    c. Sponsor;
    d. Funder;
    e. Study Drug; and
    f. REB.
3. Acknowledgement and agreement of the Investigator and the Satellite Investigator to accept the terms set out in this Agreement, including any obligations of the Investigator and the Satellite Investigator, as well as any obligations they may have in collaboration with their respective institutions;
4. Dated signatures of the Parties; and
5. Any additional terms applicable to a particular Study which are not already included in this Agreement, including but not limited to Satellite Site activities.

ii. Unless otherwise stated in the Statement of Work, each Statement of Work will be considered to specifically incorporate all the terms and conditions of this Agreement. If this Agreement conflicts with any SOW, (a) this Agreement shall govern as to contractual obligations and (b) the applicable SOW (including the applicable Protocol) shall govern as to scientific or Sponsor obligations.

iii. Each Statement of Work shall become effective as of the date provided therein and when executed by authorized representatives of the Parties. Any changes to a Statement of Work shall be negotiated in advance by the Parties and agreed to in writing.

c) **Satellite Responsibilities**

i. **SATELLITE SITE Participation in Studies**

1. The Satellite Site expressly acknowledges that this Agreement is intended to facilitate cancer patients obtaining oncological research services in a community where oncological research services are not typically available.

2. The Satellite Site shall conduct the Studies at the Satellite Site in accordance with:
    a. the Study protocols, subject to approval by the applicable Research Ethics Board of record as identified in each Statement of Work ("REB"), including any amendments to the protocols (hereinafter the "Protocols"). The Protocols are incorporated herein by reference;
    b. the Statement of Work as applicable to each Study; and
    c. the Guidance Documents.

ii. The Satellite Institution and Satellite Investigator shall be responsible for the conduct of the Studies at the Satellite Site in accordance with the terms of this Agreement and shall supply all the necessary personnel, equipment and materials (except as may be otherwise provided in a Statement of Work) to conduct the Study. Unless otherwise indicated in a Statement of Work, the Primary Site shall enter into an agreement with the Sponsor that shall cover the Satellite Site's activities (the "Sponsor Agreement"). The Sponsor Agreement shall further provide the details for providing any Study Drug to the Satellite Site.

iii. Satellite Site may execute their delegated tasks under the Study under the following conditions:

1. The Primary Site must have enrolled, or have granted Satellite Site the permission to enrol, the Participant in the Study.

2. All Participants will be monitored by the supervising Primary Site.

3. The standards of patient care at Satellite Site shall be acceptable to the Primary Site.

4. The Participant retains the right to participate in the Study at either the Satellite Institution or the Institution.

5. The Satellite Site staff shall participate in all trainings provided by Primary Site.

6. Satellite Site will provide care and services consistent with the Guideline Documents.

7. Satellite Site shall not sub-contract any of its responsibilities to any other individual or organization without the written approval of the Primary Site.

iv. Satellite Site Operational Requirements

1. **Physical.** Satellite Institution agrees to provide suitable physical facilities for the Study. If future growth in the size of the Study occurs, the Institution will be consulted on the space needs.

2. **Health and Safety:** Satellite Site shall be responsible for the health and safety of all staff that it employs associated at the Satellite Site in accordance with all applicable federal and provincial legislation. This includes handling of cytotoxic drugs, including spill clean-up, training of personal protective equipment and disposal in its facility.

3. **Staffing.** Satellite Site shall ensure that only qualified personnel shall conduct any delegated tasks under the Study. Specifically, Satellite Site shall
    a. Ensure that all medical and non-medical professionals working on the Study are fully licensed and meet all licensing requirements of their respective colleges;
    b. Ensure that all medical staff working on the Study have relevant oncology expertise;
    c. Ensure that all staff and volunteers have signed statements of confidentiality; and
    d. Provide, at a minimum, health care industry standard training to all staff.

4. **Diagnostic Services**
    a. All reasonable laboratory tests and radiological and other diagnostic imaging examinations required for the assessment and treatment of patients in the Satellite Institution and within Satellite Institution's normal capabilities will be made available for the Studies. Specific laboratory tests and imaging examinations instructions shall be included in the Protocol and/or Statement of Work.

d) **Study Activities**

i. Unless otherwise described in a Statement of Work, the activities and responsibilities of the Satellite Site and Satellite Investigator as applicable shall include:

1. The assessment, stabilization and management of Participants, including the treatment of therapy complications in accordance with the Protocol, Statement of Work, and Guidance Documents.

2. The integration of in-patient ambulatory and emergency care carried out or supervised by the Satellite Investigator and designated staff with applicable training and certifications.

3. The documentation of assessments and interventions in accordance with this Agreement.

4. The maintenance and storage of records in accordance with this Agreement.

5. The collection of and transfer of data to the Primary Site in accordance with this Agreement.

ii. Approvals

The Satellite Site and Satellite Investigator shall not commence performance of a Study at the Satellite Site until:

a. Approval of the Study is provided from the applicable REB;
b. All necessary regulatory requirements for the Study have been obtained at the Satellite Site; and
c. Satellite Institution and Satellite Investigator have obtained all other necessary approvals and certifications to conduct the Study at the Satellite Site (e.g., human subject, biohazard).

3. COMPLIANCE WITH APPLICABLE LAWS

The Parties, each with respect to its/his/her own role, will ensure that the Studies are conducted in compliance with established ethical, medical and scientific standards, including the Good Clinical Practices, ICH/GCP Guidelines, the Tri-Council Policy Statement: Ethical Conduct of Research Involving Humans 2018, Canada's Food and Drugs Act and all applicable Health Canada regulations, and all other applicable governmental laws, rules, and regulations including the Privacy Laws ("Applicable Laws").

4. DRUGS AND EQUIPMENT

a) **Drugs:**

i. Institution/Sponsor shall provide the Study Drug to Satellite Institution in accordance with the Protocol. Satellite Institution shall store the Study Drug in accordance with its internal policies at its Pharmacy and any instructions for proper storage provided by Sponsor.

ii. Satellite Site agrees to ensure their Pharmacy Services utilize standardized safety precautions such as biological safety hoods when preparing the intravenous chemotherapy to be administered to cancer patients at its *Satellite Site* Community Oncology Clinic. The Satellite Site shall ensure that all products provided hereunder are prepared in accordance

with the Standards of Practice of the *Provincial* College of Pharmacists, the Canadian Society of Hospital Pharmacists' Guidelines for Bulk Compounding of Products in Hospitals and Guidelines for Preparation of Sterile Products in Pharmacies.

b) **Equipment:** Institution or Sponsor, as applicable, agrees to provide, maintain and replace, as necessary, the essential equipment for the Study as outlined in the Statement of Work, for the purposes of providing safe chemotherapy administration in the Community Oncology Clinic.

5. HEALTH RECORDS

a) Personal Health Information, (including all clinical data), for all patients will be comprehensive and confidential.

b) Access to Personal Health Information of any patient will be restricted to Satellite Site and Primary Site staff on a need-to-know basis.

c) All patients to be seen for study purposes and followed through the Satellite Site will first be registered with the Primary Site.

d) The Institution and Satellite Institution will maintain separate health records on each patient to the extent that each deems necessary. Information relevant to the patient's oncology treatment will be shared between Primary Site and Satellite Site. Specifically, all Primary Site notes will be copied to the patient's primary physician at Satellite Site in accordance with applicable Privacy Laws.

6. RECORDS AND MONITORING

a) Satellite Site shall permit the Primary Site and/or its designee(s), including but not limited to Institution's REB, the Sponsor, and the Funders access to the Satellite Site and relevant patient medical records, to monitor the conduct of the Study to audit records, study case report forms ("CRFs"), source documents, and any other data relating to the Study, in order to comply with regulatory requirements and to verify the Satellite Site's compliance with their obligations herein. If, as a result of Study monitoring, the Primary Site requests reasonable corrective and/or preventive action, the Satellite Site shall create and implement a corrective and/or preventive action plan in a timely manner.

b) Upon request by any properly authorized officer or employee of any regulatory authority, the Satellite Site shall permit such officer or employee to inspect the conduct of the Study, interview personnel, have access to, copy and verify documents relating to the Study, and shall produce such documents (or copies thereof) to such regulatory authority when required.

c) Satellite Site shall provide Primary Site with remote access to conduct any monitoring or auditing of the Study.

d) The Primary Site will oversee the management, control and audit of the use and operation of the Study, and, together with Satellite Site, will be responsible for requiring that safeguards are in place to maintain the confidentiality of Personal Health Information.

7. ADVERSE EVENT REPORTING

a) All serious adverse events and serious unexpected adverse events (as defined in Canada's

Food and Drugs Act and regulations) occurring at the Satellite Site will be promptly reported by Satellite Investigator to Investigator. Furthermore, serious adverse events and serious unexpected adverse events which occur at other clinical sites will be reported by Investigator to Satellite Site to assist them in maintaining informed consent of their respective Subjects or the Subjects' lawful representatives or as the information relates to the Subjects' health, safety or diagnosis.

b) The Parties acknowledge that Sponsor is responsible for reporting all such serious adverse events in the manner and within the time limits required by Applicable Laws. Notwithstanding anything in this Agreement to the contrary all Parties have the right to disclose serious adverse events and serious unexpected adverse events to the applicable regulatory authorities and REB if they deem it necessary to protect the health of Subjects, provided that the other Parties are copied on such reports and given a copy of the responses or other communications upon receipt thereof.

8. PATIENT PRIVACY AND CONFIDENTIALITY

a) The parties expressly acknowledge that both Institution and Satellite Institution are subject to the Privacy Laws. All parties are subject to various obligations and prohibitions including, without limitation, relating to the collection, use, disclosure, retention and safeguarding of Personal Health Information.

b) Notwithstanding anything herein contained, the parties agree to comply with all laws and regulations affecting or pertaining to patient privacy and confidentiality, including without limitation, the Privacy Laws, and nothing in this Agreement will restrict or limit in any way any party's compliance with the Privacy Laws.

c) Without limiting the generality of the forgoing, each party agrees that it/he/she (i) shall establish and maintain appropriate administrative, technical and physical safeguards to protect Personal Health Information and to prevent unauthorized access to it; and (ii) will require that all individuals with access to Personal Health Information have signed a confidentiality statement and are aware of their obligations regarding privacy, confidentiality and information security of Personal Health Information.

d) By signing this Agreement, the parties confirm that they are compliant with the requirements of the Privacy Laws and that they will use Personal Health Information strictly for the purposes of patient care as outlined in this Agreement.

e) Institution states that they shall include in any Sponsor Agreement privacy terms at least as stringent as those contained herein.

9. FUNDING AND STUDY BUDGET

The Institution shall provide funding to the Satellite Institution in accordance with each Study's Statement of Work.

10. PUBLICATION

a) The Satellite Institution and Satellite Investigator agree that the first publication or presentation of the results of the Study shall be made by the Principal Investigator and/or Sponsor, as applicable, and shall include the results from all participating sites and site investigators. Each of the Parties shall be acknowledged for their respective contribution to any publication or

presentation of the results of the Study.

b) After the multi-centre manuscript has been published, or eighteen (18) months after the Principal Investigator has provided written notice of the close of the Study at all investigative sites, whichever occurs first, the Satellite Institution and Satellite Investigator shall be free to publish or present the results of the Study from their investigative site, either alone or in collaboration with the other investigative sites, provided Satellite Investigator provides a copy of the presentation or proposed manuscript to Principal Investigator and Sponsor, via Principal Investigator, for review and comment at least forty-five (45) days before submission for consideration for publication. Sponsor will review the presentation or proposed manuscript for the limited purposes of ensuring that the Product is accurately described and that its disclosure would not hinder the ability of Sponsor to seek patent protection for Product-Related Inventions (defined below). If Sponsor has reason to believe that any presentation or proposed manuscript reveals a potentially patentable Product-Related Invention, Sponsor shall notify Satellite Institution and Satellite Investigator, through Principal Investigator, in writing within such forty-five (45) day review period. In such case, Satellite Institution and Satellite Investigator shall delay publication or public presentation until the earlier to occur of the following: (i) a U.S. and Canadian patent application has been filed; or (ii) 60 days have passed from the date of such notification by Sponsor. Satellite Investigator agrees to consider in good faith any comments from Principal Investigator and/or Sponsor concerning the proposed publication or presentation but is under no obligation to incorporate their suggestions. Notwithstanding the foregoing, Satellite Institution and Satellite Investigator agree to remove any previously undisclosed Confidential Information regarding the Product from the proposed publication or presentation.

c) Each of the Parties agrees to acknowledge the support of Sponsor in any publication or presentation of the results of the Study. Satellite Institution and Satellite Investigator shall comply with recognized ethical standards concerning publications and authorship, including the Uniform Requirements for Manuscripts Submitted to Biomedical Journals, established by the International Committee of Medical Journal Editors.

OR

Unless otherwise stated in the Statement of Work, Satellite Investigator and Satellite Institution shall have no right to independently publish any part of this Study without the explicit written permission of Investigator.

11. INSURANCE

Institution and Satellite Institution shall obtain and maintain in good standing during the term of this Agreement and any renewal hereof, professional and general liability insurance, including third party liability coverage in the amount of not less than five million dollars per occurrence and five million dollars in the aggregate. Principal Investigator and Satellite Investigator shall maintain CMPA membership or proof of other professional liability protection during the term of this Agreement and for two years thereafter., Each party shall provide the other parties with proof of such professional liability protection or CMPA membership upon request. All parties shall inform the other parties within thirty days of any termination of insurance applicable to this Agreement. All insurance policies shall clearly apply to claims brought in Canada.

12. INDEMNITY AND LIABILITY

a) Institution shall indemnify Satellite Institution and Satellite Investigator and its/his/her respective directors, officers, trustees, employees, staff, agents (including the applicable REB), and

representatives and save them harmless from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any third party claims relating to actions or omissions to the extent that they arise from the actions of personnel, representatives, employees or agents of Institution (*explicitly* excluding Investigator) in carrying out the terms and arrangements set out in, or otherwise in connection with, this Agreement, where such actions or omissions are negligent or constitute wilful misconduct.

b) Satellite Institution shall indemnify the Institution and Investigator *and its/his/her respective directors, officers, trustees, employees, staff, agents (including the applicable REB), and representatives* and save them harmless from all liability, all manner of actions, causes of action, suits, claims, demands and costs whatsoever arising from any third party claims relating to actions or omissions to the extent that they arise from the actions of the personnel, representatives, employees, agents and students of Satellite Institution in carrying out the terms and arrangements set out in, or otherwise in connection with, this Agreement, where such actions or omissions are negligent or constitute wilful misconduct. This indemnity shall apply to each indemnitee individually as if it had been given to that indemnity separately.

c) Neither party shall in any event be liable for special, indirect, incidental or consequential damages, including exemplary or consequential damages, even if such party has been advised of the possibility of such damages. Each party has a duty to mitigate the damages that would otherwise be recoverable from the other party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages.

d) The Parties hereto agree to reasonably cooperate with each other in the defense of any third-party action arising out of the performance of the Study, including providing each other with prompt notice of any such action and copies of all material documents. The Parties further agree that they each have the right to retain their own legal counsel to defend any such action.

e) The Parties agree that any indemnification provided by a third-party Sponsor to a Study shall be covered in the Statement of Work.

OR

Except as otherwise provided in this Agreement, (i) Each Party assumes its/his/her own liability for any costs, suits or claims on account of injuries (including death) to persons participating in the Study or damage to property to the extent that such injuries or damage arise as a result of its/his/her activities in the course of the Study or the activities of those for whom in law it/he/she is responsible; and (ii) No Party or its trustees, directors, officers, employees, and agents (the "First Party") shall be liable to any other Party (the "Second Party") for any costs, suits, or claims made by the Second Party or made against the Second Party except to the extent caused by negligence or willful misconduct of the part of the First Party.

No Party shall be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by another Party.

13. TERM OF AGREEMENT AND TERMINATION

a) This Agreement will be effective from the Execution Date and shall continue until terminated in accordance with this Agreement. This Agreement will be subject to renewal at that time and with modifications or amendments if deemed necessary by the parties involved.

b) Any Party may terminate this Agreement upon thirty (30) day's prior written notice to the other parties.

c) Each Statement of Work may be terminated by any Institution or Satellite Institution with immediate effect if any of the following conditions occur:
   i. serious or life-threatening events raise issues of Study participants' safety;
   ii. Health Canada, institutional, or applicable REB authorization and approval to perform the Study is withdrawn;
   iii. the Study Drug is withdrawn from the Canadian market;
   iv. the Sponsor has withdrawn support from the Study; or
   v. a Party violates the law, so jeopardizing the performance of the Agreement or could in any way harm the reputation, integrity or position of the non-offending Party.

d) Upon the expiration or any early termination of either this Agreement or a Statement of Work, as applicable, Satellite Site shall (i) at Institution and/or Principal Investigator's direction, return to Sponsor or Principal Investigator, as applicable, or destroy all Confidential Information, with the exception of one copy which may be retained by each of Satellite Institution and Satellite Investigator for archival purposes; and, (ii) return all remaining unused Study Drug in accordance with the written instructions provided by Sponsor and/or Principal Investigator. All parties shall cooperate in safely winding up the Study at Satellite Site.

14. ADDITIONAL TERMS:

a) **Force Majeure**: It is agreed between the parties that neither party shall be responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, or lack of human resources, financial resources or equipment which cannot reasonably have been foreseen or provided against.

b) **Assignment**: Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto, which consent may not be unreasonably withheld. Subject thereto, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and permitted assigns.

c) **Waiver, Amendment:** Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of any party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement will not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the applicable party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise by any party to this Agreement of any of its rights provided by this Agreement will not preclude or prejudice such party from exercising any other right it may have by reason of this Agreement or otherwise, irrespective of any previous action or proceeding taking by it hereunder. Any waiver by any party hereto of the performance of any of the provisions of this Agreement will be effective only if in writing and signed by a duly authorized representative of such party.

d) **Independent Parties and Independent Legal Advice**: The Parties hereto are independent contractors. Nothing contained herein shall be deemed or construed to create between or among the Parties hereto a partnership, employment, principal-agent relationship or joint venture. No Party shall have the authority to act on behalf of any other Party or to bind another Party in any manner. All Parties state that they have had the opportunity to obtain independent legal advice regarding this Agreement and the Study.

e) **Notices**: All notices or other communication which may be or are required to be given by either party to the other herein shall (in the absence of any specific provision to the contrary) be in writing and shall be effectively given if (i) personally delivered, (ii) sent by prepaid courier or mail, or (iii) sent prepaid by telecopier, telex or other similar means of electronic communication, provided the sender obtains evidence of verification of transmission receipt, addressed to:

i. In the case of Institution:

Mailing Address
City, Province Postal Code
Att: Designated Individual
Centre Fax No.: [insert]

ii. In the case of Satellite Institution:

Mailing Address
City, Province Postal Code
Att: Designated Individual
Centre Fax No.: [insert]

f) And if any such notice or communication is sent by prepaid registered mail, it shall, subject to the following sentence, be conclusively deemed to have been received on the 3rd Business Day (as defined in Section 1 a) ii.) following the mailing thereof and, if delivered or telecopied, it shall be conclusively deemed to have been received at the time of delivery or transmission. Notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that, due to any strike, lockout or similar event involving an interruption in postal services, any notice or communication will not be received by the addressee by no later than the 3rd business day following the mailing thereof, then the mailing of any such notice or communication as aforesaid shall not be an effective means of sending the same but rather any notice or communication must be sent by delivery or facsimile transmission. Either party may from time to time change its address hereinbefore set forth by notice to the other of them in accordance with this section.

g) **Governing Law and Jurisdiction**: This Agreement shall be governed by the laws of the Province of INSERT and the laws of Canada applicable therein and shall be treated in all respects as an INSERT PROVINCE Contract. The Parties to the Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of INSERT and all courts competent to hear appeals therefrom.

h) **Schedules and Appendices**: The Schedules and Appendices attached to the Agreement form an integral part of this Agreement.

i) **Headings**: Headings are inserted solely for convenience of reference and do not form part of this Agreement and are not to be used as an aid in interpretation of this Agreement.

j) **Counterparts:** This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the same document. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. The exchange of a signed copy of this Agreement by electronic transmission or facsimile, and signed by PDF signature, DocuSign, or similar, shall have the same effect as a wet ink original.

k) **Entire Agreement:** This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No reliance is placed by any Party hereto on any warranty, representation, opinion, advice or assertion of fact made by any Party hereto or its directors,

officers, employees or agents, to any other Party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included in this Agreement.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf on the date first written above.

SIGNED, SEALED AND DELIVERED

in the presence of: