

RESEARCH PARTICIPATION AGREEMENT

THIS RESEARCH PARTICIPATION AGREEMENT (the “**Agreement**”) is made as of the _____ day of _____, 20____ (the “**Effective Date**”);

BETWEEN:

GOVERNORS OF ST. FRANCIS XAVIER UNIVERSITY (“StFX”)

- and -

_____ **[PARTICIPANT NAME]** (the “**Participant**”)

(each a “**Party**” and together, the “**Parties**”)

WHEREAS:

- A. StFX entered into a collaboration and access agreement with Waste Management of Canada Corporation, executed on or about October 21, 2024 (the “**Collaboration Agreement**”), pursuant to which StFX will conduct a controlled methane release experiment (the “**Experiment**”) at the Petrolia landfill located at 4052 Oil Heritage Road, Petrolia, Ontario (the “**Property**”).
- B. The Participant desires to participate in the Experiment to engage in the activities set out in Schedule “A” attached hereto (the “**Work**”).
- C. To ensure compliance with the terms and conditions of the Collaboration Agreement, StFX requires assurances from the Participant with respect to the Work.

NOW THEREFORE in consideration of StFX’s grant of access to the Experiment to engage in the Work, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **ACCESS TO PROPERTY**

- a. Access to Property. The Participant and its employees, contractors, subcontractors and representatives (collectively, the “**Representatives**”) may enter the Property only on such date and times as approved by StFX. The Participant and its Representatives shall use the Property exclusively for the performance of the Work.
- b. Research Area. The Participant and its Representatives may conduct the Work only in those portions of the Property approved by StFX (the “**Research Area**”) and such areas as are reasonably necessary for ingress and egress to the Research Area.
- c. Allowed and Prohibited Access. The Participant and its Representatives shall not access any areas of the Property outside the Research Area unless agreed to by a StFX Supervisor (as hereinafter defined). The Participant and its Representatives may use ancillary areas of the Property, including, but not limited to, portable toilets and outdoor break areas identified by a StFX Supervisor.

- d. Chaperones. The Participant and its Representatives shall only conduct the Work onsite while they are accompanied by a StFX representative.

2. TERM

- a. Term. This Agreement shall continue in force for the duration of the Experiment, unless otherwise agreed in writing by the Parties (the “**Term**”).

3. PERFORMANCE OF WORK

- a. Performance of Work. The Work will be performed by the Participant and its Representatives in accordance with Schedule “A” attached hereto. The Work will be supervised by Pylyp Buntov, Yurii Dudak, Nadia Tarakki, or Dave Risk (the “**StFX Supervisors**”). The Participant and its Representatives shall cooperate with the StFX Supervisors to ensure that the Work is carried out in accordance with the Collaboration Agreement and the Experiment. The Participant and its Representatives shall perform the Work in a competent, professional fashion and with the policies, standard operating procedures, conventions and techniques that are recognized as acceptable professional standards by the scientific community.
- b. Compliance with Laws. The Participant and its Representatives shall conduct the Work in compliance with all applicable laws, regulations, orders and permits, including, but not limited to, any natural resource protection laws, permits or authorizations that apply to StFX or the Property, and laws related to the handling, sharing and export of information and data.
- c. Care and Restoration of the Property. The Participant and its Representatives shall use due care in conducting the Work. The Participant and its Representatives shall not damage the Property while conducting the Work. The Participant shall remedy any damage to the Property caused in any manner whatsoever by the Participant and its Representatives. Such remediation may include, but the Participant’s obligations are not limited to, tendering a demand for coverage to insurance carriers procured or maintained pursuant to Section 0. At the end of the Term, or any extensions thereof, the Participant shall remove all equipment used or any structures constructed in conjunction with the Work, unless StFX provides prior written notice otherwise.
- d. Report of Experiment Activities. The Participant will provide ad hoc reports on the progress of the Work in accordance with the following schedule:
 - (i) Oral Reports. The Participant shall provide informal, oral reports upon a StFX Supervisor’s reasonable request; and
 - (ii) Written Reports. The Participant shall provide written reports upon a StFX Supervisor’s reasonable request, which shall be communicated to StFX in writing and with advance notice of at least thirty (30) days prior to the requested due date.

4. RELATIONSHIP OF PARTIES

- a. Participant Management. The Participant is responsible for all employment-related obligations that are required by applicable law to be provided to the Participant's Representatives, including, but not limited to, employment and worker's compensation laws. No relationship is created between StFX and the Participant, including that of employer-employee.
- b. Participant Subcontracts. The Participant acknowledges and agrees that any contracts or subcontracts with its Representatives for the performance of the Work shall incorporate the terms of this Agreement and shall designate StFX as a third-party beneficiary entitled to enforce the terms of such contract or subcontract as if it were an original party thereto.

5. INTELLECTUAL PROPERTY

- a. Intellectual Property Definition. Ownership of intellectual property developed by the Parties under this Agreement will be determined by and managed in accordance with the applicable laws of Canada. Intellectual property includes the following when it arises under this Agreement ("**Intellectual Property**"):
 - (i) any art or process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States or Canada ("**Inventions**");
 - (ii) original works of authorship fixed in a tangible medium of expression under the copyright laws of the United States or Canada ("**Works**"); and
 - (iii) data, test results, and laboratory notebook entries developed or made as a result of the Work ("**Data**"), except for Data generated by StFX independent of the Work that StFX shares with the Participant as part of the Experiment, which shall be owned solely by StFX, subject to the provisions of the Collaboration Agreement.
- b. Title to Intellectual Property. The Participant shall retain title to all Intellectual Property created by the Participant under this Agreement. StFX and its affiliates shall retain title to all of its existing Intellectual Property and any Intellectual Property created by StFX or its affiliates under this Agreement. No transfer or assignment of a Party's Intellectual Property to the other is contemplated by this Agreement. No jointly created Intellectual Property is contemplated by the Parties as of the execution date of this Agreement; however, to the extent any such jointly created Intellectual Property is anticipated or is identified, the Parties agree to negotiate in good faith the terms of a separate joint development agreement to specify the ownership and enforcement of intellectual property rights in such jointly created Intellectual Property.
- c. Inventorship. Inventorship for patentable Inventions conceived of and first actually reduced to practice in the performance of this Agreement shall be determined in accordance with applicable Canadian patent law. Ownership of Inventions shall reside in the employer(s) of the inventor(s). The Parties shall obtain and have in force all appropriate patent and invention agreements with their personnel who may be involved with this Agreement. The Participant shall have responsibility for the preparation, filing, prosecution, maintenance, and enforcement of patents directed to Inventions made by the Participant, and StFX and its affiliates shall have responsibility for the preparation, filing, prosecution, maintenance, and enforcement of patents directed to Inventions made by StFX and its affiliates.

6. USE OF DATA, PUBLICATION AND CONFIDENTIALITY

- a. Confidential Information Definition and Designation. The Parties agree not to disclose Confidential Information (as defined below) that they may obtain or observe during the course of performing this Agreement. The Receiving Party (as defined below) may only use the Confidential Information for the purpose of assessing the technologies with a view to licensing them for commercialization (the “**Permitted Purpose**”). The Receiving Party shall use reasonable measures to keep the Confidential Information in confidence. Such reasonable measures shall be no less secure than those employed to protect the Receiving Party’s own confidential information of similar nature. The Receiving Party may only disclose the Confidential Information to its employees, directors, officers, agents, students (in StFX’s case) and consultants who have a need-to-know the Confidential Information for the Permitted Purpose, provided that they are advised of the confidential nature of the Confidential Information and are under an obligation to maintain its confidentiality. The Receiving Party must not otherwise disclose Confidential Information to any person or third party without the prior written approval of Disclosing Party. “**Confidential Information**” is information that is not generally known to the public from which a Party may derive economic value as long as it is kept confidential by a party using reasonable means. Confidential Information includes, but is not limited to, any and all information, site information, data, technical and non-technical materials, designs, processes, product samples and specifications, financial or business information, whether or not patentable, furnished by one Party to this Agreement (the “**Disclosing Party**”) to the other (the “**Receiving Party**”), either directly or indirectly, including Confidential Information of the Disclosing Party observed by the Receiving Party, in writing or tangible form. The Disclosing Party shall use commercially reasonable efforts to mark any tangible disclosures of its Confidential Information as “Confidential” or “Proprietary” or similar language at the time of disclosure. However, in case of a failure to identify, designate, label, or mark tangible Confidential Information or to provide a summary of oral or intangible Confidential Information that a reasonable person would recognize as confidential or proprietary, considering the nature of the Confidential Information and the circumstances of disclosure, such Confidential Information shall still be deemed confidential despite the absence of such markings, especially if such information constitutes information of StFX observed by the Participant and its Representatives. This Agreement shall not be considered Confidential Information.
- b. Exceptions to Confidential Information. The Receiving Party’s obligations to protect the Confidential Information of the Disclosing Party shall not extend to information that:
- (i) at the time of disclosure had been previously published or was otherwise in the public domain through no fault of the Receiving Party;
 - (ii) becomes public knowledge after disclosure unless such knowledge results from a breach of this Agreement;
 - (iii) was already in the Receiving Party’s possession on a non-confidential basis prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof;
 - (iv) is independently developed without use of the Disclosing Party’s Confidential Information;

- (v) becomes known to the Receiving Party from a source other than the Disclosing Party in a manner that does not knowingly breach an obligation of confidentiality owed to the Disclosing Party; or
 - (vi) is approved for release or use by written authorization of the Disclosing Party.
- c. Ownership of Confidentiality Information. All written documents containing Confidential Information and other material in tangible form received by either Party under this Agreement shall remain the property of the Disclosing Party, and such documents and materials, together with copies of excerpts thereof, shall promptly be returned to the Disclosing Party upon request, except one copy may be retained for archival purposes.
 - d. Compelled Disclosure. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as requested or required by law, court order, or government regulation, provided, however, that the Receiving Party provides, if legally permitted, notice as soon as practicable to the Disclosing Party to provide the Disclosing Party with an opportunity to minimize or oppose such disclosures at its sole cost and expense.
 - e. Disclosure and Acceptance of Confidential Information Optional. Either Party may decline to accept Confidential Information provided under this Agreement prior to its disclosure and nothing herein obligates either party to disclose its own Confidential Information.
 - f. Use of Names, Logos or Marks. The Participant shall not use the name, logo or trademark of StFX, FluxLab, or SIMFLEX in any advertising, sales promotion, academic publications or other publicity matter without obtaining prior written approval from StFX.

7. RELEASES, WAIVERS AND LIMITATIONS OF LIABILITY

- a. Release and Waiver. The Participant agrees that its exercise of the rights and privileges granted by this Agreement is at its request, undertaken voluntarily, and at its own risk. The Participant waives any claims against StFX, its subsidiaries and affiliates, and their respective officers, directors, employees, shareholders, partners, and agents, and their successors and assigns arising out of the Participant's exercise of the rights and privileges granted by this Agreement. **SUBJECT TO APPLICABLE LAWS, THE PARTICIPANT RELEASES STFX, ITS STUDENTS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OTHER THAN LIABILITY FOR A BREACH OF THIS AGREEMENT, OR LIABILITY FROM ACTS OR OMISSIONS, OR WILFUL MISCONDUCT THAT HARMS THE PARTICIPANT OR ITS REPRESENTATIVES.**
- b. Limitation on Damages. **NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOST CONTRACTS, LOST TIME OR DOWN-TIME, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS SET FORTH HEREIN SURVIVE THE EXPIRATION OR TERMINATION, AS APPLICABLE, OF THIS AGREEMENT, AND APPLY IRRESPECTIVE OF THE**

CAUSE OF ACTION AND THEORY OF LAW, INCLUDING IN CONTRACT, TORT (WHICH INCLUDES NEGLIGENCE), RESTITUTION AND UNDER STATUTE.

8. INDEMNIFICATION

- a. Participant Indemnification. Subject to the terms and conditions set forth in Section 8(b) and Section 8(c), the Participant (the “**Indemnifying Party**”) shall, to the full extent allowed under applicable law, indemnify, hold harmless and defend StFX, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and permitted assigns (collectively, the “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, that are incurred by the Indemnified Party (collectively, “**Losses**”), arising out of or related to any third-party claim alleging:
- (i) breach or non-fulfilment of any provision of this Agreement by the Indemnifying Party or the Indemnifying Party’s Representatives;
 - (ii) any negligence, wilful misconduct or more culpable act or omission of the Indemnifying Party or its Representatives (including reckless misconduct) in connection with the performance of its obligations under this Agreement;
 - (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence, wilful misconduct or more culpable acts or omissions of the Indemnifying Party or its Representatives (including any reckless misconduct);
 - (iv) unlawful or improper use of another’s property, including Intellectual Property; or
 - (v) any failure by the Indemnifying Party or its Representatives to comply with any applicable federal, provincial, or territorial laws, regulations or codes in the performance of its obligations under this Agreement.
- b. Notice of Third Party Claims. The Indemnified Party shall give notice to the Indemnifying Party (a “**Claim Notice**”) within ten (10) days after obtaining knowledge of any Losses or discovery of facts on which the Indemnified Party intends to base a request for indemnification under Section 8(a). The Indemnified Party’s failure to provide a Claim Notice to the Indemnifying Party under this Section 8(b) does not relieve the Indemnifying Party of any liability that the Indemnifying Party may have to the Indemnified Party, but in no event shall the Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay prejudices the defence of the related third-party claim. The Indemnifying Party’s duty to defend applies immediately, regardless of whether the Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.
- c. Indemnified Party Control of Defence. Notwithstanding anything to the contrary in this Section 8, the Indemnified Party may select its own legal counsel to represent its interests, and the Indemnifying Party shall:
- (i) Reimburse the Indemnified Party for its costs and legal fees and expenses immediately upon request as they are incurred; and

- (ii) remain responsible to the Indemnified Party for any Losses indemnified under Article 8.

9. INSURANCE

- a. Policy Types and Limits. The Participant carries and will continue during this Agreement to carry: worker's compensation/employers' liability, commercial general liability (including contractual liability and completed operations), and business automobile liability, each as occurrence-based policies in the amounts and on the terms set forth in Schedule "B". The Participant may provide the required coverage for these policies in combination of primary and umbrella or excess liability insurance policies. The Participant also now carries and will continue during the term of this Agreement to carry professional liability insurance on a claims-made basis in the amounts and on the terms set forth in Schedule "B".
- b. Policy Endorsements. The insurance policy or policies described in Section 9(a) (including umbrella or excess policies) shall contain cross liability provisions and shall name StFX as additional insured to the commercial general liability policies above with respect to all activities relating to or arising out of the performance of the Work. All such liability insurance shall be primary and non-contributory to any insurance maintained by StFX with respect to all claims and occurrences arising out of the performance of the Participant's Work. Such insurance policies shall be written by insurance companies satisfactory to StFX. Certificates of Insurance and endorsements evidencing the coverage, as set forth in Schedule "B", shall be delivered to StFX before commencing any work hereunder and on an annual basis thereafter during the term of this Agreement. Such certificates shall afford StFX thirty (30) days written notice of cancellation or of a material change in coverage.
- c. Waiver of Subrogation. The Participant and StFX waive all rights of subrogation against each other, their agents, employees, and subconsultants, to the extent covered by insurance specified in this Article 9. The coverage required under this Article 9 shall not be exclusive of any other remedies of the parties hereto, including, but not limited to, remedies as to any deductibles or self-insured retention, amounts in excess of insurance limits contained in policies carried by the Participant, or risks excluded from or not covered by such insurance.
- d. Self-Insurance. Notwithstanding anything to the contrary in this Section 9, the Participant may fulfil its insurance obligations under this Agreement through a program of self-insurance. The Participant shall ensure that its self-insurance program provides coverage that is equivalent or greater than the coverage that would be provided by the third-party insurance policies listed in this Agreement.

10. MISCELLANEOUS

- a. Survival. The rights and obligations of Sections 4, 5, 6, 7, 8 and 9 shall survive the expiration or early termination of this Agreement and any renewal periods thereof and be enforceable and shall continue in full force and effect for the benefit of StFX and its successors and assigns.

- b. Conflicts. The Participant represents and warrants that they have not made, and will not make, any commitments to third parties inconsistent with or in conflict with their obligations under this Agreement.
- c. Authority. The Parties represent to one another that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of this Agreement. Each Party warrants that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party.
- d. Compliance with Collaboration Agreement. The Participant will comply with all obligations and requirements applicable to them under the Collaboration Agreement in order for StFX to comply with its obligations under the Collaboration Agreement.
- e. Notices. All notices or other documents (collectively “**notices**”) between the Parties shall be in writing and shall be transmitted via electronic mail, unless otherwise provided by law. A Party shall promptly provide notice to the other of any changes in the recipients of notices. Unless and until otherwise notified of any change of designated person(s) and/or email address, the designated person and email address of each of the Parties shall be as set out on the signature page to this Agreement.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject contained herein, and supersedes any and all prior and contemporaneous understandings and agreements, both written and oral, between the Parties with respect to such subject matter.
- g. Waiver. A failure by one of the Parties to assert its rights for or upon any breach or default of this Agreement shall not be deemed nor implied to be a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
- h. Assignment. The Participant may not assign this Agreement or any right or obligation hereunder.
- i. Severability. The Parties agree that it is not the intention of any Party to violate any public policy, statutory or common laws, any governmental or supranational regulations and that if any sentence, paragraph, clause or combination of the same is in violation of any applicable law or regulation, or is unenforceable or void for any reason whatsoever, such sentence, paragraph, clause or combination of the same shall be deemed to be severed from this Agreement and the remainder of this Agreement shall remain binding upon the Parties.
- j. Binding on Parties. This Agreement shall inure to and be binding upon the Parties, their personal representatives, successors and permitted assigns.
- k. Governing Law. This Agreement shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. The Parties attorn to the jurisdiction and venue of the courts of Nova Scotia in respect of any matter relating to this Agreement.

- I. Counterparts. This Agreement may be executed in counterparts by the Parties, either through original copies, by facsimile or electronically, each of which will be deemed an original and all of which will constitute the same instrument.

- m. Acknowledgement of Understanding. THE PARTICIPANT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND THE OBLIGATIONS CONTAINED HEREIN.

[remainder of page left blank - signature page follows]

SIGNED as of the date first written above.

[PARTICIPANT NAME]

Per: _____

Name:

Title:

Contact person:

Email address:

**GOVERNORS OF ST. FRANCIS XAVIER
UNIVERSITY**

Per: _____

Name: Amanda Cockshutt

Title: Academic Vice-President & Provost

Contact person: Anna Chepkova

Email address: achepkov@stfx.ca

SCHEDULE “A”

Description of Work

The work will involve completing a questionnaire about the participant’s work practices (“Participant Questionnaire”); taking part in the experiment and following the protocols described in two project documents – *Overview and Methodology Framework and Experimental Protocol* – including submitting measurement data using the provided templates. All of these materials are available on the website: <https://fluxlab.ca/simflex/>.

Prior to the campaign, participants must confirm their participation no later than the deadline specified by StFX. Confirmation includes submission of all required participation documents, such as the completed Participant Questionnaire, signed agreement, proof of insurance and proof of paid flight and accommodation.

SCHEDULE "B"

Insurance Requirements

The Participant and all its subcontractors shall procure and maintain at their own expense during the term of this Agreement the following insurance coverages. The required limits of insurance may be satisfied by a combination of primary and umbrella or excess liability insurance:

Insurance Type	Minimum Coverage Limit
(a) Worker's compensation as required by law. The coverage shall extend to employers' liability for accidental bodily injury, or death, and for occupational disease. The policy shall be endorsed for broad form all state coverage.	Statutory \$1,000,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee
(b) Commercial general liability for personal injury and/or property damages. This insurance shall include operations/premises; contractor's protective; completed operations; broad form property damage; blanket contractual liability insurance to cover the liability assumed by The Participant under this Agreement and non-owned auto coverage.	\$5,000,000 Each Occurrence/ Annual Aggregate
(c) Business automobile liability for bodily injury and/or property damages. This insurance shall extend to cover owned vehicles; hired vehicles and all other non-ownership automotive liability.	\$5,000,000 Combined Single Limit
(d) Commercial excess indemnity (umbrella) liability for bodily injury and/or property damage in excess of the coverage outlined in (a), (b), and (c) above.	\$1,000,000 Each Occurrence
(e) Professional errors and omissions liability for liability arising from performance of professional services by StFX.	\$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate
(f) All insurance policies required by this Agreement will be on an occurrence basis (except for professional errors and omissions liability insurance). ALL INSURANCE COVERAGES SHALL CONTAIN AN ENDORSEMENT TO THE EFFECT THAT CANCELLATION OR MATERIAL CHANGE OF SUCH POLICIES SHALL NOT BE EFFECTIVE UNLESS 30 DAYS PRIOR WRITTEN NOTICE IS RECEIVED BY StFX.	

(g) The Participant is required to furnish a satisfactory insurance certificate to StFX attesting to the existence of the insurance required above and prior to starting any work or entering onto the WM Facility. The certificate shall be prepared on or in the format equivalent of the "ACORD" form. The certificate shall be signed and dated by an authorized representative of the insurance carrier(s). **StFX SHALL BE SPECIFICALLY NAMED AS AN ADDITIONAL INSURED (WITHOUT LIMITATION) ON ALL INSURANCE COVERAGES AND POLICIES REQUIRED TO BE PROVIDED PURSUANT TO THIS AGREEMENT (EXCEPT FOR WORKER'S COMPENSATION AND PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE) AND SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY INSURANCE CARRIED BY StFX.**

(h) All policies shall be written by insurance companies reasonably satisfactory to StFX.

(i) Any policy which is written on a claims made basis shall contain endorsements substantially similar to Insurance Service Office, CGL Extended Reporting Period Endorsement CG00 02 02 86 and CGL Supplemental Extended Reporting Period Endorsement CG 27 01 02 86 [including a thirty-six (36) month extended reporting period] as modified to conform to the particular type of insurance coverage written on such claims made basis (i.e. professional errors and omissions liability).