

(Product Demonstration Program)

File #: Record Number

THIS PRODUCT DEMONSTRATION PROGRAM (PDP) INVESTMENT AGREEMENT made this [Month] [Day], [Year] [Alberta Innovates to insert date here prior to being sent to the parties]

BETWEEN:	APPLICANT NAME,
	a corporation incorporated under the laws of the Province of Alberta OR
	a corporation incorporated under the laws of Canada and extra-provincially registered in the Province of Alberta OR
	a corporation incorporated under the laws of the Province of and extra-provincially registered in the Province of Alberta
	(the "Applicant")
AND:	PROJECT PARTNER NAME,
	a corporation incorporated under the laws of the Province of Alberta OR
	a corporation incorporated under the laws of Canada and extra-provincially registered in the Province of Alberta OR
	a corporation incorporated under the laws of the Province of and extra-provincially registered in the Province of Alberta OR
	a not-for-profit academic institution having the powers of a body corporate pursuant to its enabling legislation OR
	if a governmental authority, insert one and delete the others (refer to the results from Alberta Innovates' due diligence search): a crown corporation, a crown agency, the Municipality of, the Government of Alberta, or the Government of Canada
	(the "Project Partner")
AND: [if applicable, otherwise delete this row and the next row:	2nd PROJECT PARTNER NAME,
	a corporation incorporated under the laws of the Province of Alberta OR
	a corporation incorporated under the laws of Canada and extra-provincially registered in the Province of Alberta OR
	a corporation incorporated under the laws of the Province of and extra-provincially registered in the Province of Alberta OR
	a not-for-profit academic institution having the powers of a body corporate pursuant to its enabling



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legislation OR

if a government authority, insert one and delete the others (refer to the results from Alberta Innovates' due diligence search): a crown corporation, a crown agency, the Municipality of ______, the Government of Alberta, or the Government of Canada

(the "2" Project Partner")

AND: [if applicable, otherwise delete this row and the next row:

3rd PROJECT PARTNER NAME,

a corporation incorporated under the laws of the Province of Alberta OR

a corporation incorporated under the laws of Canada and extra-provincially registered in the Province of Alberta OR

a corporation incorporated under the laws of the Province of _____ and extra-provincially registered in the Province of Alberta OR

a not-for-profit academic institution having the powers of a body corporate pursuant to its enabling legislation OR

if a government authority, insert one and delete the others (refer to the results from Alberta Innovates' due diligence search): a crown corporation, a crown agency, the Municipality of ______, the Government of Alberta, or the Government of Canada

(the "3rd Project Partner")

AND:

ALBERTA INNOVATES,

a corporation established pursuant to Section 6.1(3) of the *Alberta Research and Innovation Amendment Act, 2016*

RECITALS:

- 1. The Applicant is a for profit, small or medium enterprise (SME) that plans to develop and commercialize a novel technological and/or business solution that addresses a technology gap or current market need in a sector of importance to the Province of Alberta;
- Such novel solution forms the basis of the Project as detailed in this Agreement;
- 3. The Applicant and Project Partner(s) intend to collaborate on the Project but require funding from Alberta Innovates to carry out the Project; and

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4. Alberta Innovates has reviewed the Application and on such basis has approved funding for the Project.

NOW THEREFORE THE PARTIES AGREE:

1.0 INTERPRETATION

1.1 **Definitions**

For the purposes of this Agreement, the following terms are defined to have the corresponding meaning:

- (a) "Agreement" means this Investment Agreement for Product Demonstration Program (PDP);
- (b) "**Application**" means the Product Demonstration Program (PDP) Investment Application, Reference # [Record Number] submitted by the Applicant;
- (c) "Business Day" means any day except Saturday, Sunday, any statutory holiday in the Province of Alberta or any other day on which the principal chartered banks in the City of Edmonton are closed for business:
- (d) "Contribution" means a combined minimum of \$50% of Project Costs as a dollar amount, contributed by the Applicant and Project Partner(s) to the Project and may include cash and/or in-kind resources;
- (e) "Final Report" means Alberta Innovates' standard form entitled "Final Report" under the Product Demonstration Program:
- (f) "Guide" means the Program Guide for Micro-Voucher, Voucher and PDP, as amended, and available online at http://fund.albertainnovates.ca/Fund/CommercializationServices/IndustryFundingFormsa ndGuidelines.aspx;
- (g) "Investment" means the funding granted by Alberta Innovates under the Program to the Applicant and Project Partner(s) as specifically set out in this Agreement;
- (h) "Milestone" means a major segment of the Project activities for the purpose of monitoring and measuring the progress of the Project, concluding if possible with a critical "go/no go" decision and "Milestones" mean all segments of the Project activities which comprise the entire Project;
- (i) "Progress Report" means Alberta Innovates' standard form entitled "Progress Report" required under the Program;
- (j) "Parties" means the Applicant, the Project Partner(s) and Alberta Innovates and "Party" means any one (1) of them;
- (k) "Post-Investment Metrics Report" means Alberta Innovates' standard form entitled "Post-Investment Metrics Report" required under the Program;
- (I) "Program" or "PDP" means the Product Demonstration Program;



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- (m) "Project" means the scope of work to be performed by the Applicant and the Project Partner(s), as set out in the Milestone, Reporting and Payment Schedule and the work product arising from the collaboration between the Applicant and the Project Partner(s), which forms the basis of seeking funding under an Application;
- (n) "Project Completion Date" means the date on which the last Milestone as set out in the Milestone, Reporting and Payment Schedule is completed;
- (o) "Project Costs" means all Eligible Expenses incurred during the course of the Project as expressly set out in the Milestone, Reporting and Payment Schedule;
- (p) "Project Documents" means the Guide, approved Application, this Agreement, all required Progress Reports, the Final Report and any amendments made thereto; and
- (q) "Third Party" means any person or entity other than the Parties to this Agreement.

1.2 **Defined Terms**

Any word or term capitalized in this Agreement (other than for grammatical correctness) which does not have a defined meaning set out herein has the meaning as defined in the Guide.

1.3 **Headings**

The division of this Agreement into Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.

1.4 **Gender and Number**

In this Agreement, unless the context requires otherwise, any reference to gender includes all genders and words importing the singular number only include the plural and vice versa.

1.5 Statutory References

Unless otherwise specified, any reference in this Agreement to a policy, directive or procedure or statute includes all rules and regulations made under it including any amendments or re-enactments made from time to time.

1.6 Schedules

The following attached Schedule form part of this Agreement:

(a) Schedule "A" – Milestone, Reporting and Payment Schedule

Schedule "A", as amended, as well as the Progress Report, Final Report and the Post-Investment Metrics Report, form part of the Agreement. The Progress Report and the Final Report can be found on the Alberta Innovates website at

http://fund.albertainnovates.ca/Fund/CommercializationServices/IndustryFundingFormsandGuidelines.as px . The Applicant and Project Partner(s) agree to use Alberta Innovates' standard forms during the course of completing and reporting on the Project. Alberta Innovates may amend its standard forms from time to time without notice to the Applicant or the Project Partner(s). Accordingly, at the time such form is required please access from Alberta Innovates' website to ensure the most current version of the form is used;



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2.0 INVESTMENT BY ALBERTA INNOVATES

2.1 Investment

Subject to the terms and conditions of this Agreement, Alberta Innovates agrees to make an Investment in the amount of up to \$AMOUNT for the Project.

2.2 Executed Agreement

The Applicant and the Project Partner(s) must complete and return this fully executed Agreement to Alberta Innovates <u>within ninety (90) days</u> of the date at the top of this Agreement and <u>before the</u> <u>Project Start Date.</u>

2.3 Terms and Conditions governing the Investment

The Investment is governed by the terms and conditions of the Project Documents. All terms and conditions contained in the Project Documents are hereby expressly incorporated by reference as terms of this Agreement.

For clarity, the Guide may be amended by Alberta Innovates in its sole discretion from time to time, with notice of the amendment together with the amended Guide provided on the Alberta Innovates webpage. No additional notice is required to any Party regarding any amendment to the Guide pursuant to Section 10 of this Agreement. The Applicant understands its obligation to review Alberta Innovates' web page periodically and ensure the Parties involved in the Project understand the current terms governing Alberta Innovates' Investment.

The Guide as amended governs the Investment from the date the amended Guide is published on Alberta Innovates' website regardless of the stage of the Investment or Project. Notwithstanding the foregoing, Alberta Innovates may determine in its sole discretion that the Guide in effect at the time the Applicant submitted its Application to Alberta Innovates will govern the Investment.

3.0 PROJECT COSTS

3.1 Approved Project Costs

The Project Costs in the amount of \$PROJECT COSTS AMOUNT, as set out in the Application are accepted and approved by Alberta Innovates.

[Use the following where the Applicant applied to have certain Ineligible Expenses which Alberta Innovates approved as Eligible Expenses]: Alberta Innovates approves the following costs as Eligible Expenses and acknowledges the below-listed costs are included in the Project Costs:

Copy line item description and amount from Application:

Line Item Description	Amount
	\$
	\$

OR



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Alberta Innovates does not approve any of the Ineligible Expenses which the Applicant applied to have considered as Eligible Expenses. Accordingly, Alberta Innovates' Investment will not be applied to those Ineligible Expenses.

OR

Remove this text ENTIRELY if the Applicant did not apply to have certain Ineligible Expenses approved as Eligible Expenses in the Application.]

4.0 CONTRIBUTION BY THE APPLICANT AND/OR PROJECT PARTNER(S)

4.1 Contribution Particulars

The Applicant and/or the Project Partner(s) must apply, pay and deliver the Contribution as set out in the Milestone, Reporting and Payment Schedule during the course of the Project.

5.0 START DATE AND COMPLETION DATE

5.1 Cost Reimbursement Date

Alberta Innovates will acknowledge receipt of the fully executed Agreement by email to both the Applicant and the Project Partner(s). Alberta Innovates will <u>not</u> fund any costs incurred prior to the Project Start Date. All costs incurred prior to the Project Start Date are considered Ineligible Expenses.

OR

[Use the following where Alberta Innovates has approved expenses incurred prior to execution of the Agreement: Alberta Innovates will acknowledge receipt of the fully executed Agreement by email to both you and the Project Partner(s). Pursuant to Appendix 1, (j)(vi) of the Guide, Alberta Innovates agrees to approve the inclusion of certain costs incurred prior to the Project Start Date as an Eligible Expense, as set out in Schedule A. Pursuant to Section 2.5 of the Guide, Alberta Innovates shall have the discretion to determine which costs will be included as Eligible Expense, upon receipt and review of Schedule A.

OR

[Remove this text ENTIRELY if the Applicant did not apply to have prior expenses approved.]

5.2 **Project Start Date**

The Applicant must determine the Project Start Date and must indicate the precise Project Start Date as the Start Date of the first Milestone in Schedule A. The Project Start Date must be no sooner than the date that Alberta Innovates receives the fully executed Agreement back from the Applicant and the Project Partner(s), and no later than one hundred eighty (180) days from the date at the top of this Agreement.

[Use the following where Alberta Innovates has approved expenses incurred prior to execution of the Agreement:] By virtue of Section 5.2 of this Agreement, indicate the precise Project Start Date on Schedule A, which cannot be later than the earliest date of costs set out in Schedule A.

OR

[Remove this text ENTIRELY if the Applicant did not apply to have prior expenses approved.]



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5.3 **Project Completion Date**

The Project Completion Date must be within two (2) years from the Project Start Date set out below. Subject to Section 6.3 of the Guide, if the Project is not completed before such date, the Investment is rescinded and becomes null and void and Alberta Innovates has no obligation to reimburse the Applicant or Project Partner(s) for any Project Costs.

5.4 Effective Date of this Agreement

The effective date of this Agreement shall be the Project Start Date.

6.0 MILESTONE PAYMENTS

6.1 Investment Delivered in Milestone Payments

The Investment will be paid in accordance with the critical Milestones. Alberta Innovates will pay and deliver the portion of the Investment in such amount and to such Party as identified in the Milestone, Reporting and Payment Schedule upon completion of the particular Milestone and Alberta Innovates' written approval of the completed Progress Report or Final Report (as applicable).

6.2 Conditions of Payment

Alberta Innovates' obligation to pay the Investment, or instalments thereof, is conditional on:

- (a) the Applicant and Project Partner(s) at all times being in compliance with this Agreement;
- (b) the Project:
 - (i) progressing as set out in the Milestone, Reporting and Payment Schedule;
 - (ii) continuing to comply with all terms and conditions in this Agreement; and
 - (iii) being completed by the Project Completion Date;
- (c) the Contribution to carry out and complete the Project remains in place and is being applied as set out in the Milestone, Reporting and Payment Schedule; and
- (d) completing and submitting the reports as set out in Section 6.5 of the Guide.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership Agreement Required

Alberta Innovates makes no claim to Intellectual Property Rights arising from its Investment in the Project. A written Intellectual Property ownership agreement between the Applicant and the Project Partner(s) governing all Intellectual Property Rights pertaining to the Project must be in place prior to executing this Agreement. A copy of such agreement must be provided to Alberta Innovates upon request as proof of compliance with this requirement.



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8.0 REPRESENTATIONS AND WARRANTIES

8.1 Representations of Alberta Innovates

Alberta Innovates represents and warrants that:

- (a) Alberta Innovates is a corporation existing pursuant to the laws of Alberta, and is a subsisting corporation in good standing under the laws of such jurisdiction;
- (b) Alberta Innovates has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and all necessary action has been taken by Alberta Innovates to approve this Agreement and the transactions contemplated hereby and this Agreement has been duly executed and delivered by Alberta Innovates; and
- (c) the entering into and performance of this Agreement does not violate or breach any other agreement to which Alberta Innovates is a party to or any of its constating documents.

8.2 Representations of the Applicant

The Applicant represents and warrants that:

- it has made full, true and plain disclosure of all facts relating to the Project that are material to this Agreement and will comply with all continuing disclosure obligations as set out in the Guide;
- (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and all necessary action has been taken by it to approve this Agreement and the transactions contemplated hereby, and this Agreement has been duly executed and delivered by it;
- (c) the entering into and performance of this Agreement does not violate or breach any other agreement to which it is a party or any of its constating documents, and that throughout the Project, it is an eligible entity under the terms set out in the Guide;
- it will ensure that the individuals named in the Project and who are employees or contractors of it will be assigned to or otherwise enabled to perform their respective roles in the Project;
- (e) it will complete the Project as set out in the Milestone, Reporting and Payment Schedule and the Project Work Plan;
- (f) it will use the Investment proceeds solely for the Project; and
- (g) it will not change the Project in any way from the terms and conditions set out in the Project Documents without prior written consent from Alberta Innovates, in the form in the form required.

8.3 Representations of the Project Partner(s)

Each of the Project Partner(s) represents and warrants, on a several and not joint basis, that:



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- (a) it has made full, true and plain disclosure of all facts relating to the Project that are material to this Agreement and will comply with all continuing disclosure obligations as set out in the Guide;
- (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and all necessary action has been taken by it to approve this Agreement and the transactions contemplated hereby, and this Agreement has been duly executed and delivered by it;
- (c) the entering into and performance of this Agreement does not violate or breach any other agreement to which it is a party or any of its constating documents, and that throughout the Project, it is an eligible entity under the terms set out in the Guide;
- (d) it will complete the Project as set out in the Milestone, Reporting and Payment Schedule and the Project Work Plan;
- (e) it will use the Investment proceeds solely for the Project; and
- (f) it will not change the Project in any way from the terms and conditions set out in the Project Documents without prior written consent from Alberta Innovates, in the form in the form required.

8.4 Additional Representation of the Applicant

The Applicant represents and warrants that it is a corporation existing pursuant to the laws of Alberta, and is a subsisting corporation in good standing under the laws of such jurisdiction.

OR

The Applicant represents and warrants that it is a corporation existing pursuant to the laws of [Insert other Province name or Canada] and extra-provincially registered in the Province of Alberta, and is a subsisting corporation in good standing under the laws of such jurisdictions.]

8.5 Additional Representations of the Project Partner(s)

[If there are 2 or 3 Project Partners, and each is a different entity structure, move the representation in (a) below to 2 stand-alone sentences here. Specifically, insert:

[Full Name of Project Partner] represents and warrants that it is a [insert entity structure language from (a) below].

[Full name of 2nd Project Partner] represents and warrants that it is a [insert entity structure language from (a) below].

[Full name of 3rd Project Partner] represents and warrants that it is a [insert entity structure language from (a) below].

OR if not applicable, delete this note entirely.]

[The OR if 2 or 3 Project Partners, Each] Project Partner represents and warrants [if 2 or 3 Project Partners: , on a several and not joint basis,] that:



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(a) [select one and delete the others in (a)]: it is a corporation existing pursuant to the laws of Alberta, and is a subsisting corporation in good standing under the laws of such jurisdiction; OR

it is a corporation existing pursuant to the laws of [Insert other Province name or Canada] and extra-provincially registered in the Province of Alberta, and is a subsisting corporation in good standing under the laws of such jurisdictions; OR

it is a not-for-profit academic institution having the power of a body corporate pursuant to its enabling legislation, and is validly subsisting under the laws of the Province of Alberta; OR

it is a [insert one and delete the others (refer to the results from Alberta Innovates' due diligence search): a crown corporation OR a crown agency OR the Municipality of _____ OR the Government of Alberta OR the Government of Canada] pursuant to its enabling legislation, and is validly subsisting under the laws of [the Province of Alberta or Canada]; and

9.0 LIABILITY OF THE APPLICANT AND PROJECT PARTNER(S)

9.1 Assumption of Liability

Alberta Innovates is not liable in any way whatsoever to the Applicant or the Project Partner(s), or any of their respective directors, officers, employees, agents, personal legal representatives and/or heirs for any direct damages, or any indirect, incidental, consequential, or special damages or any loss of profits, loss of business opportunity, loss of revenue, or any other loss or injury suffered or arising in any way, whether arising before or after submitting an Application or entering the Agreement with Alberta Innovates.

9.2 Indemnity

Each of the Applicant and the Project Partner(s) indemnify and hold harmless Alberta Innovates, its directors, officers, employees and agents against and from any and all third party claims, demands, actions, and costs whatsoever (including legal costs on a solicitor-client basis) that may arise directly or indirectly out of any act or omission of the Applicant or the Project Partner(s), or any of their respective directors, officers, employees, contractors, agents or legal representatives or the negligence or tortious act or willful misconduct of Applicant or the Project Partner(s) or any of their respective directors, officers, employees, contractors, agents or legal representatives in relation to their obligations under the Program.

10.0 NOTICES

Any notice or other communication (in this Section 10.0, a "**notice**") regarding the matters contemplated by this Agreement shall be delivered to the individuals listed below and must be in writing and delivered by courier, registered mail or email, as follows:

if to Alberta Innovates:

Name: Dayna Misener, Program Associate

Address: 250 Karl Clark Rd. NW, Edmonton, AB T6N 1E4

Phone: (780) 450-5111

Email: inbox_grants@albertainnovates.ca

if to the Applicant:



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Please complete the following:
Name:
Address:
Phone:
Email:
If the individual named above is different than the Applicant Representative named in the Application, such person must have the authority and permission to the Application and any attachments, the Agreement, and all future correspondence, forms and other documentation. The person listed above is deemed the Applicant Representative on a go-forward basis.
if to the Project Partner:
Name:
Address:
Phone:
Email:
if to the 2 nd Project Partner:
Name:
Address:
Phone:
Email:
[DELETE the 2 nd Project Partner contact block if only one Project Partner.]
if to the 3 rd Project Partner:
Name:
Address:
Phone:
Email:

[DELETE the 3rd Project Partner contact block if only one or two Project Partner(s).]

A notice is deemed to be delivered and received on the date of delivery if delivered prior to 4:30 p.m. (MST time) on a Business Day and otherwise on the next Business Day.



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A Party may change its address for service from time to time by notice given to all other Parties in accordance with the foregoing provisions.

11.0 GENERAL

11.1 Alberta Innovates' Premises

The Applicant and Project Partner(s) must ensure that:

- (a) when any Person for whom it is responsible is on the premises of Alberta Innovates, such Person complies with the security and confidentiality policies and procedures imposed by Alberta Innovates or the Government of Alberta, as the case may be; and
- (b) when any Person for whom it is responsible is on the premises of Alberta Innovates, the Government of Alberta, the Applicant or the Project Partner(s), such Person complies with all applicable federal and provincial health and safety laws, policies and procedures, as well as health and safety policies imposed by Alberta Innovates, the Government of Alberta, the Applicant or the Project Partner(s), as the case may be.

11.2 Waiver of Rights

A waiver of any provision of this Agreement must be in writing and signed by the Party providing the waiver, and is legally binding only in the specific instance and for the specific purpose for which it was given. The failure or delay of any Party to exercise any right under this Agreement does not constitute a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

11.3 **Severability**

If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to the other Parties or circumstances.

11.4 Third Parties

This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties. Any Third Party is not entitled to rely on the provisions of any Project Document in any action, suit, proceeding, hearing or other forum.

11.5 Entire Agreement

The Project Documents constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, and representations. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the Parties, except as expressly stated in this Agreement or in any Project Document. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement and the Project Documents.



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11.6 Construction

The Parties hereto acknowledge and agree that: (i) each Party has read and understands the terms and provisions of the Guide, the Application and this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party does not apply in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favour of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

11.7 Further Assurances

Each Party agrees to execute, acknowledge and deliver such further instructions, and to do all such other acts, as may be necessary or appropriate in order to carry out this Agreement.

11.8 **Performance on Holidays**

If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.

11.9 Counterparts

ALBERTA INNOVATES

This Agreement may be executed in counterparts and all counterparts together shall constitute one and the same Agreement. Delivery by a Party of an executed copy of this Agreement by electronic means constitutes effective delivery and the Parties accept any signatures received electronically as original signatures of the Parties.

Rollie Dykstra Vice President, Investments Terry Rachwalski Executive Director, Entrepreneurial Investments [INSERT APPLICANT NAME] Per: Signature (I have the authority to bind the corporation) (Printed) Name of authorized signatory



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Date	
[DELETE the 2nd Project Partner signature block if only	one Project Partner.]
[INSERT PROJECT PARTNER COMPANY NAME]	
_	
Per:	
Signature (I have the authority to bind the corporation)	
(Printed) Name of authorized signatory	
(Fillited) Name of authorized signatory	
Date	
[INSERT 2 nd PROJECT PARTNER COMPANY	
NAME]	
Per:	
Signature (I have the authority to bind the corporation)	
(Printed) Name of authorized signatory	
Data	
Date	
[DELETE the 3rd Project Partner signature block if only	two Project Partner(s) 1
[INSERT 2 nd PROJECT PARTNER COMPANY	two r roject r arther(3).j
NAME]	
Per:	
Signature (I have the authority to bind the corporation)	
(Printed) Name of authorized signatory	



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Alberta Innovates requires this fully executed Agreement to be returned by email, registered mail or courier <u>within ninety (90) days</u> of the date indicated at the top of this Agreement, and before the Project Start Date, to the individual named in Section 10.0 (Notices) for Alberta Innovates.

cc: Project Partner Contact Name, Project Partner Name [if applicable, 2nd Project Partner Representative Name, 2nd Project Partner Name], [if applicable, 3rd Project Partner Representative Name, 3rd Project Partner Name]

[if applicable, any Alberta Innovates representative identified in the Application, ie. Technology Development Advisor]

[Create appropriate page breaks after completing revisions and where extra space appears, add: THIS SPACE LEFT INTENTIONALLY BLANK]

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SCHEDULE "A"

MILESTONE, REPORTING AND PAYMENT SCHEDULE AS ATTACHED

[Insert the completed Milestone, Reporting and Payment Schedule]