

THIS MASTER RESEARCH AGREEMENT ("Research Agreement")

MADE AND DATED EFFECTIVE THIS 3 DAY OF May, 2019.

BETWEEN:

GIANT MINE OVERSIGHT BOARD

("GMOB")

- and -

UNIVERSITY OF WATERLOO

("UW")

PREAMBLE:

WHEREAS the Giant Mine site in the Northwest Territories contains approximately 237,000 metric ton of arsenic trioxide waste stored underground;

AND WHEREAS the GMOB is required to facilitate active research towards a permanent solution for dealing with the arsenic trioxide stored underground at the Giant Mine site (the "Research Focus") through a research program;

AND WHEREAS the GMOB wishes to engage the UW to conduct research related to the management of arsenic trioxide (the "Research Purpose");

AND WHEREAS the UW is the host institution for Toward Environmentally Responsible Resource Extraction Network ("TERRE-NET") that is conducting research on arsenic trioxide and therefore has expertise in this area;

AND WHEREAS the GMOB wishes to fund research at the UW through one or more Research Projects (as hereinafter defined) to particularize the research to be performed relating to the Research Focus;

NOW THEREFORE the GMOB and UW (collectively, the "Parties" or individually, a "Party") enter into this Research Agreement pursuant to the terms and obligations herein.

1. DEFINITIONS

1.1 **"Background Intellectual Property"** means Intellectual Property or Confidential Information created before the effective date of this Research Agreement or outside the scope of this Research Agreement without the benefit of funds from the GMOB;

- 1.2 **"Business Day"** means any day other than a Saturday or Sunday, or statutory holiday in the Northwest Territories or Ontario;
- 1.3 **"Confidential Information"** means any information which is disclosed by one Party to the other Party for the purpose of the Research Projects provided that tangible materials are clearly marked as "Confidential" and any information provided orally or visually is identified as confidential at the time of, or subsequent to, the disclosure. Confidential Information does not include Project Intellectual Property or any information which a receiving Party can demonstrate through written evidence:
- a. has become publicly known through no wrongful act or omission of the receiving Party; or
 - b. has been rightfully received by the receiving Party from a third party authorized to make such disclosure without restriction; or
 - c. has been independently developed by the receiving Party without reference to or reliance upon any Confidential Information of the disclosing Party; or
 - d. has been approved for disclosure by written authorization of the disclosing Party; or
 - e. a receiving Party is able to demonstrate, in writing, was known to it on a non-confidential basis; or
 - f. was disclosed by the receiving Party to a third party prior to the information being identified as confidential by the disclosing Party;
- 1.4 **"Claim"** or **"Claims"** has the meaning provided in Section 9.1;
- 1.5 **"Effective Date"** means the date first listed above;
- 1.6 **"Fiscal Year"** means the year starting on April 1 and ending on March 31;
- 1.7 **"Intellectual Property"** means all intellectual property, whether or not reduced to practice including, without limitation, all information, knowledge, know-how, techniques, methods, systems, processes, procedures, technology, materials, products, designs, results, software, data, formulae, algorithms, discoveries, developments, inventions, and improvements (whether patentable or unpatentable), and all patent applications, patents, trade-marks, trade-secrets, copyrights, industrial designs and all right, title and interest thereto;
- 1.8 **"Party"** or **"Parties"** means the signatories to this Research Agreement;
- 1.9 **"Personal Information"** means any information about an identifiable individual (including the Parties' employees, customers, suppliers, directors, officers and shareholders) that either Party obtains from or through the other Party;

- 1.10 **"Principal Investigator"** has the meaning provided in Section 2.2
- 1.11 **"Project Intellectual Property"** means the Intellectual Property developed, created or discovered as a direct result of any of the Research Projects regardless of who develops, creates or discovers the Intellectual Property;
- 1.12 **"Research Agreement"** means this Master Research Agreement including all attached schedules and Research Project(s), as the same may be supplemented, amended, restated or replaced in writing from time to time;
- 1.13 **"Research Focus"** has the meaning defined in the recitals;
- 1.14 **"Research Project"** means a document outlining the details pertaining to a Research Proposal to be performed that has been approved for funding by the GMOB, as described in project-specific appendices attached to and forming part of this Agreement as Schedule "B", and as amended from time-to-time in accordance with this Agreement;
- 1.15 **"Research Proposal"** means a proposal from the UW for the funding of a specific research project directed to the Research Purpose to be governed by this Research Agreement;
- 1.16 **"Research Purpose"** has the meaning defined in the recitals;
- 1.17 **"Restricted Information"** means all Personal Information and any other information and data relating to either of the Parties or their research strategies, contracts, personnel, employees, directors, volunteers, or contractors, whether or not identified as confidential, which is not generally known to the public and which would reasonably be considered to be confidential. For clarity, Restricted Information does not include Project Intellectual Property;
- 1.18 **"SGS"** has the meaning provided in Section 4.2; and
- 1.19 **"Subcontractor"** and **"Sub-contractor"** means any individual or entity identified by UW in the Research Proposal as assisting in the performance of the Research Project under this Research Agreement.

2. OBJECTIVES

- 2.1 The following objectives are to guide all decisions and discussions in relation to the terms, conditions and performance of this Research Agreement:
 - a. the Parties will carry out their respective responsibilities in a manner that builds public confidence and enhances transparency and accountability in dealing with the remediation of the arsenic trioxide stored underground at the Giant Mine site; and
 - b. the Parties will carry out their respective responsibilities in a manner that supports ongoing research and development into an inherently safe, economically viable, permanent and complete remediation alternative for the arsenic trioxide stored underground at the Giant Mine site. The Principal Investigator of any Research

Project shall be Dr. David Blowes, Professor, Department of Earth and Environmental Sciences, University of Waterloo.

3. TERM AND TERMINATION

- 3.1 The Parties agree that the term of this Research Agreement will commence on May 3, 2019 and end on Apr 30, 2022 (the "Term"). Individual Research Projects will be effective upon execution by authorized signatories of the UW and Subcontractors and will continue in force until the parties have fulfilled all of their obligations (as defined in each Research Project), or until the earlier termination of such Research Project according to the terms of this Research Agreement.
- 3.2 The Parties will have the right to renew this Research Agreement. Unless otherwise agreed by the Parties the renewal shall be agreed to at least 3 months prior to the end of the Term.
- 3.3 The Parties intend that this Research Agreement may be terminated by written agreement of the Parties.
- 3.4 The GMOB will have the right to terminate this Research Agreement or any Research Project upon 60 days written notice to the UW.
- 3.5 This Research Agreement or any Research Project may be terminated by the UW upon 60 days written notice to the GMOB if circumstances beyond the UW's control preclude continuation of the Research Project.
- 3.6 The Parties intend that this Research Agreement will terminate immediately upon notice from the GMOB in the event that:
- a. The GMOB does not have the financial capacity to continue funding the Research Projects; or
 - b. The Giant Mine Remediation Project Environmental Agreement (the "Environmental Agreement" a copy of which is attached as Schedule "A" to this Research Agreement) has been terminated.
- 3.7 Upon termination of this Research Agreement or Research Project(s) by either Party, the UW will be reimbursed by the GMOB for all costs and non-cancellable commitments incurred by the UW in the performance of the Research Project(s) within 30 days of termination.
- 3.8 There is no obligation to return any samples of arsenic trioxide to the GMOB after termination of a Research Project or this Research Agreement and any such samples in the care and control of the UW will remain the property of the UW.

4. OBLIGATIONS OF THE PARTIES

- 4.1 Each Party intends to:

- a. Participate in carrying out this Research Agreement in accordance with the commitments and procedures stipulated in this Research Agreement and to act with due professionalism and diligence to facilitate the progress and achievement of the objectives set out in the Research Projects;
 - b. Make every effort to adhere to the Research Projects to be set forth and appended to this Research Agreement whereby any deviation in the research goals, methods or funding requirements will require the prior written approval of both Parties prior to making the change; and
 - c. Comply with all rules, regulations, terms and conditions that are applicable to the Research Projects.
- 4.2 The GMOB will provide, or facilitate access to, samples taken from the Giant Mine to the UW or to the Subcontractor for use in the Research Projects. With regard to the samples currently stored at a SGS Canada Inc. ("SGS") facility in Lakefield, Ontario, or any other location in the future, GMOB shall ensure that the Transportation of Dangerous Goods Regulations will be adhered to with respect to the packing, labelling and transfer of samples through its designated carrier from the SGS facility to the UW or a Subcontractor, as may be required under a Research Project. GMOB assumes all responsibility for any loss, damage or claims caused during the transport of the samples to UW or the Subcontractor. GMOB shall ensure that adequate insurance is secured for the samples during transit to UW or the Subcontractor.
- 4.3 The UW agrees to comply with the rules, regulations, terms, conditions and obligations that the GMOB must adhere to with respect to the Environmental Agreement and any other obligations the GMOB has with respect to the community affected by the Giant Mine provided that the GMOB has provided the UW with advance written notice and the UW has acknowledged that it can comply. The UW understands and agrees that if the parties to a particular Research Project are not able to comply with any of the rules, regulations, terms, conditions or obligations identified by the GMOB then that Research Project may be terminated.

5. FUNDING AND PROJECT ADMINISTRATION

- 5.1 The UW will submit Research Proposals that endeavor to achieve the Research Purpose. The GMOB will review and receive input from the UW with respect to each Research Proposal. The GMOB will have the final decision and full discretion as to which Research Proposal(s) are approved for funding as well as the amount of that funding taking into consideration the Research Focus.
- 5.2 Research Proposal(s) approved by the GMOB will receive funding under this Research Agreement. Following GMOB approval of the Research Proposal, the Parties shall use reasonable efforts to finalize and execute the Research Project(s).
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- 5.3 Funding for each Research Project will be contingent upon the GMOB receiving the anticipated funds from Government of Canada and the Government of the Northwest Territories.

- 5.4 Unless otherwise agreed by the Parties, the GMOB will distribute the funds to the UW on an annual basis, within 60 days receipt of an applicable invoice by the UW. The amount of each annual distribution by the GMOB to the UW will be determined by the amount specified in the applicable Research Project.
- 5.5 The UW shall not be obliged to perform any work on a Research Project which would cause the aggregate costs to exceed the amount set forth in any Research Project. In the event that the UW requires funding over and above the funding approved by the GMOB, the UW must apply to the GMOB with a specific request outlining the use of the additional funding. The GMOB will have the right to grant or refuse additional funding not included in the Research Proposal.
- 5.6 During the Term, any funds advanced to the UW by the GMOB that have not been used for that Research Project for which the funds were provided by the earlier of the termination date of the applicable Research Project or by the end date of the Research Project will be returned to the GMOB within 90 days at no cost to the GMOB.

6. REPORTING

- 6.1 All reporting under this Research Agreement will comply with the Environmental Agreement reporting requirements. For example, information on the Research Projects and the use of the funding distributed under each Research Project will be published by the GMOB in accordance with the requirements of the Environmental Agreement.
- 6.2 The UW will provide the GMOB with updates via in-person or teleconference meetings at least every six (6) months on the progress of their Research Projects detailing at least the steps taken, experiments performed, results, conclusions, next steps and any proposed changes to the Research Project. Prior to any particular update deadline, the GMOB may request that specific information be provided and may request specific questions be answered. The UW will provide the requested information and answers with the next update.
- 6.3 Within 60 days of the end of each quarter, the UW will send to the GMOB financial statements with respect to the Research Projects activities for the preceding quarter, as specified by the GMOB. These statements will include itemized use of funding and will be submitted in the prescribed form to be set out in a Schedule to this Research Agreement.
- 6.4 Within 60 days of the end of each Fiscal Year the UW will send annual statements to the GMOB specifying the costs allocated to each Research Project for that Fiscal Year. The annual statements will include the labour cost and an itemized list of all the supplies and other expenses paid for during that Fiscal Year.
- 6.5 The UW understands and agrees that all financial statements will be reviewed by the GMOB auditor and that the GMOB may request additional information or clarification from the UW with respect to such financial statements at the direction of its auditor. The UW will promptly comply with all such requests.

- 6.6 The GMOB reserves the right to request additional information or clarification from the UW with respect to any of the reports submitted pursuant to this Research Agreement.

7. RESEARCH AND LABORATORY ADMINISTRATION

- 7.1 The UW intends to provide research facilities, equipment, supplies, researchers, students and administrative staff to properly execute the Research Projects approved under this Research Agreement.
- 7.2 Any usage fee for research facilities shall be included in the funding request of the Research Projects.
- 7.3 Upon taking possession of any sample(s) of arsenic trioxide, the UW or Subcontractor will become the owner of, and be responsible for, all such samples. The GMOB will have no liability whatsoever with respect to any sample of arsenic trioxide in the possession of the UW or Subcontractor or which are used in association with this Research Agreement.
- 7.4 No persons receiving funding through this Research Agreement will be considered an employee, contractor or agent of the GMOB.
- 7.5 The UW shall ensure that each Subcontractor is bound by and complies with all of the obligations of the UW under this Research Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 All individuals conducting research pursuant to a Research Project must be made aware of the terms in the Research Agreement relating to Intellectual Property and confidentiality and must agree to comply with those terms before being able to work on any Research Project.
- 8.2 All aspects and parts of the Background Intellectual Property are exclusively owned by its owner. A non-exclusive license to the Background Intellectual Property, which is transferable with the consent of the owner of the Background Intellectual Property, will be granted under this Research Agreement when necessary solely for the purpose of performing the Research Project. The license granted will automatically terminate upon expiration or termination of the Research Project.
- 8.3 All Background Intellectual Property proposed to be used in a Research Project shall be listed in the Research Proposal along with the owner of such Background Intellectual Property. All Background Intellectually Property, including the owner of such Background Intellectual Property, that is actually used in a Research Project shall be identified and disclosed to the GMOB prior to its use in a Research Project, if not already identified in the Research Proposal. The GMOB shall be made aware of all Background Intellectual Property that may be required to use the Project Intellectual Property by the GMOB pursuant to Section 8.7 along with the owner of such Background Intellectual Property.
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- 8.4 To the extent that any Background Intellectual Property is incorporated into the Project Intellectual Property, the Parties acknowledge and agree that any use of the Party's

Background Intellectual Property beyond the scope or term of the Research Project shall require a further agreement with the owner of the Background Intellectual Property, on terms and conditions to be negotiated in good faith.

- 8.5 Ownership of any Project Intellectual Property will be determined by applicable law and will vest in the creator of the Project Intellectual Property (the "IP Owner"). The Parties acknowledge that any interest in Project Intellectual Property will be subject to the IP Owner's respective institutional policies, procedures, project-specific third party agreements, and/or collective agreements with personnel.
- 8.6 With written consent from the GMOB, which consent will not be unreasonably withheld, the UW will be permitted to use trade-marks owned by the GMOB in connection with research performed pursuant to this Research Agreement. With written consent from the UW, which consent will not be unreasonably withheld, the GMOB will be permitted to use trade-marks owned by the UW in connection with research performed pursuant to this Research Agreement.
- 8.7 In addition to the other rights granted in this Article 8.0, as the funder of the Research Projects the GMOB shall have a non-exclusive, non-revocable for its term (as further defined below), non-royalty bearing, fully paid up, license to use the Project Intellectual Property for the purpose of implementing a solution to the arsenic trioxide waste located in the Giant Mine, which shall expire upon notice from the GMOB that the Research Focus has been fully and completely implemented. Such rights to the Project Intellectual Property may be sub-licensable upon the prior written consent of the IP Owners of the Project Intellectual Property, which will not be unreasonably withheld. For greater clarity any and all sub-licenses shall include (without limitation) provisions addressing confidentiality, ownership of Project Intellectual Property, indemnification, insurance and limitation of liability.
- 8.8 Nothing herein shall prevent an IP Owner from granting licenses or otherwise commercially exploiting the Project Intellectual Property outside its use at the Giant Mine.
- 8.9 With respect to Project Intellectual Property created using GMOB funds, the Parties acknowledge that:
 - a. efforts should be made to use such Project Intellectual Property to deliver the maximum benefit to Canada; and
 - b. where there are no opportunities for commercialization of such Project Intellectual Property within Canada, best efforts should be made to enable the Project Intellectual Property to be exploited in such a way that substantial benefits will still accrue to Canada.
- 8.10 The Parties intend to ensure that no prior disclosure of the Project Intellectual Property occurs except when such a disclosure is required under the GMOB's obligations under the

Environmental Agreement or any proposed submission for a publication or presentation has been provided to the GMOB for review.

- 8.11 Copyrighted and written materials, such as journal publications or student theses based on research conducted under this Research Agreement are owned by the author, subject to the UW's policy respecting authorship and ownership. The ability of an individual to defend their thesis will not be held up for reasons of disclosure, but may require appropriate confidentiality agreements to be entered into in order to comply with other requirements under this Research Agreement.
- 8.12 The UW and Subcontractors and IP Owners make no warranty, express or implied, concerning the Project Intellectual Property under the Research Agreement, which are all provided "as is". THE UW, SUBCONTRACTORS AND IP OWNERS MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PROJECT INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

9. INDEMNIFICATION AND INSURANCE

- 9.1 The UW and Subcontractors shall indemnify and save harmless the GMOB, its officers, directors, employees, and agents from and against all claims, losses, damages and expenses of any kind, (individually a "Claim" and collectively the "Claims") arising from the performance of the Research Projects, except to the extent that such Claim(s) are attributable to the gross negligence or willful misconduct of the GMOB.
- 9.2 The UW and Subcontractors shall obtain and maintain comprehensive general liability insurance and any other insurance that a prudent person would deem necessary, in the minimum amount of \$5,000,000 with respect to its operations. Such insurance shall include the GMOB as an additional insured and contain provisions for cross-liability and severability of interest. A copy of the certificate will be provided to the GMOB upon request.
- 9.3 In no event shall the GMOB, the UW, and Subcontractors be liable to each other for any indirect, incidental, exemplary, punitive, aggravated or consequential damages caused directly or indirectly by any breach of this Research Agreement, including but not limited to any loss of use, lost revenues, lost profits, failure to realize anticipated savings, lost data or loss of goodwill. This exclusion applies to all claims irrespective of the cause of action underlying the claim including but not limited to (a) breach of contract even if a fundamental breach, (b) tort (including but not limited to negligence or misrepresentation), or (c) breach of statutory duty or strict product liability. This limitation shall apply even if the other Party has been advised of the possibility of such damages. This limitation shall not apply to willful misconduct, fraud, gross negligence or recklessness. This limitation shall survive termination of this Research Agreement.

- 9.4 The GMOB (on behalf of itself and all of its sub-licensees) hereby agrees to indemnify the UW, Subcontractors and IP Owners including their governors, directors, trustees, officers, researchers, employees, students, volunteers and agents against all Claims arising from the use by or through the GMOB of the Project Intellectual Property.

10. DISPUTE RESOLUTION

- 10.1 If a dispute arises between the Parties, the Parties intend to make reasonable efforts to resolve the dispute amicably.

- 10.2 The Parties intend the dispute resolution process to proceed as follows:

- a. Notice: the Party invoking the dispute resolution process must send the other Party a written notice to negotiate specifying the issue in dispute. The recipient shall acknowledge receipt of the notice without unreasonable delay.
- b. Negotiation: the negotiation between the authorized representatives of the Parties must start within 45 days after the date of the delivery of the notice, unless the Parties agree in writing to extend that time.
- c. Proceeding to Mediation: if the Parties do not resolve all of the issues in dispute within 30 days after starting the negotiation, either Party may invoke the mediation process.
- d. Proceeding to Arbitration: if the Parties do not resolve all of the issues in dispute within 30 days after starting the mediation, either Party may invoke the arbitration process.

- 10.3 If the dispute remains unresolved following negotiation, then either Party may require the other to engage in mediation, and the following provisions apply:

- a. Notice: the Party invoking the mediation process must send to the other Party a written notice to mediate specifying the issues in dispute. The recipient shall acknowledge receipt of the notice without unreasonable delay.
- b. Selection of the Mediator: the Parties shall jointly select a mediator. The mediator must be independent, impartial, knowledgeable and experienced in the kinds of issues in dispute. If the Parties cannot agree on a mediator within 14 days from the date of notice to mediate, then a mediator will be selected, upon application by the Parties, by the ADR Institute of Canada. If the ADR Institute of Canada no longer exists or is otherwise unable to or unwilling to select a mediator, then the Parties may agree to select another organization capable of selecting a mediator. If the Parties cannot agree on such an organization, then the Parties may proceed to arbitration.
- c. Schedule: the Parties, with the concurrence of the mediator, shall jointly select a date for the mediation that is no later than 30 days from the date on which the mediator was selected.

- d. Application to Intervene: the Parties may jointly consent to a request by an interested person, to intervene in the mediation process. The Parties consent may not be unreasonably withheld.
 - e. Exchange of Information: the Parties and any other participant in the mediation shall provide each other and the mediator with written statements of the issues in dispute, the relevant facts, and their objectives for the mediation. This exchange must be completed no later than seven days prior to the date set for the mediation.
 - f. Caucusing: the mediator is free to caucus with the Parties and any interveners individually, as he or she sees fit, to improve the chances of a mediated settlement.
 - g. Confidentiality: all participants in the mediation shall treat the information presented in the mediation as confidential to the mediation process and without prejudice to any subsequent legal proceeding or dispute resolution process. Unless required by law, no participant shall, in any legal proceeding or other dispute resolution process, raise or otherwise disclose, or ask the mediator to give evidence regarding or otherwise disclose, any information disclosed in the mediation process, any mediator notes, or any other written views of the mediator. In agreements with the mediator, the participants in the mediation shall bind the mediator to these confidentiality requirements.
 - h. No New Steps: during the course of the mediation, no Party may commence legal proceedings or to take any new steps in any legal proceeding between them which concerns the same matter that is the subject of this mediation, except where it is necessary to take action to preserve rights while the mediation process is ongoing.
 - i. Authority to Settle: the representatives of the Parties must have the authority required to settle the dispute or must have a rapid means of obtaining the requisite authorization.
 - j. Termination of the Mediation: the mediation is terminated when the Parties come to a resolution, they agree to terminate the mediation, or one Party unilaterally terminates the mediation and the mediator is informed accordingly.
 - k. Administrative Expenses: the Parties shall share equally the administrative expenses of the mediation, including the fees and expenses of the mediator. Each Party and any intervener is responsible for its own expenses associated with the mediation.
- 10.4 If the dispute remains unresolved after mediation, or if the Parties both consent in writing to proceed directly to arbitration, then the Parties may engage in binding arbitration pursuant to the *Commercial Arbitration Act* (Canada) and Commercial Arbitration Code annexed thereto, and the following provisions apply:

- a. Notice: the Party invoking the arbitration process must send to the other Party a written notice to arbitrate specifying the issue in dispute. The recipient shall acknowledge receipt of the notice without unreasonable delay.

- b. Commencement of Proceedings: the arbitration commences on the date of receipt of the notice to arbitrate the dispute.
- c. Selection of the Arbitrator: the Parties agree to jointly select an arbitrator. The arbitrator must be independent, impartial, knowledgeable and experienced in the kinds of issues in dispute. If the Parties cannot agree on an arbitrator within 30 days from the date of notice of intent to arbitrate (unless the Parties both consent in writing to extend that time), then an arbitrator will be chosen, upon application by the Parties, by the ADR Institute of Canada. If the ADR Institute of Canada no longer exists or is otherwise unable to or unwilling to select an arbitrator, then an application may be made to the Supreme Court of the Northwest Territories for the appointment of an arbitrator
- d. Rules: the arbitration will be conducted as required by this Research Agreement and according to such rules and processes as the arbitrator considers proportionate to the issue in dispute and appropriate in the circumstances, taking into account the need for a just, timely and cost effective resolution.
- e. Administrative Expenses: the Parties shall share equally the administrative expenses of the arbitration, including the fees and expenses of the arbitrator. Each Party is responsible for its own expenses associated with the arbitration.
- f. Award of Costs: the arbitrator may include in an award of costs an allocation to either Party such costs as the arbitrator deems reasonable. An award of costs may include administrative costs of the arbitration, reasonable fees and expenses of the arbitrator, and where the arbitrator believes that a participant has unreasonably prolonged or frustrated the resolution of the dispute, reasonable legal fees and disbursements of any participant.
- g. Governing Law: the arbitrator shall decide the dispute in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein.
- h. Judgment: judgment upon any arbitral award rendered may be entered in any court that has jurisdiction.
- i. Prohibition against Future Assistance: the arbitrator must neither represent nor testify on behalf of any of the Parties in any subsequent proceeding between the Parties or where they are opposed in interest. In agreements with the arbitrator, the participants in the arbitration shall bind the arbitrator to this prohibition.
- j. No New Steps: During the course of the arbitration, no Party may commence legal proceedings or to take any new steps in any legal proceeding between them which concerns the same matter that is the subject of the arbitration, except where it is necessary to take action to preserve rights while the arbitration process is ongoing.

10.5 The jurisdiction of the arbitrator is limited to issuing declarations resolving disputes respecting interpretation, application or alleged breach of the terms of this Research Agreement, awards requiring compliance with this Research Agreement and awards

requiring performance of this Research Agreement. An arbitrator does not have jurisdiction to issue any monetary awards or damages, penalties, accounting, costs, or equitable remedies, except for an award of costs of arbitration. Additionally, the subject of the arbitration shall not involve either Party's confidentiality obligations hereunder or the infringement of Intellectual Property rights, in which case either Party shall be free to seek available remedies in any forum. For greater certainty, the arbitrator is prohibited from making any decision that is inconsistent with or would require amending any provision of this Research Agreement.

- 10.6 Nothing in the Dispute Resolution section of this Research Agreement prevents a Party from commencing judicial proceedings at any time:
- a. To prevent a loss of a right to commence proceedings due to the expiration of a limitation period; or
 - b. To obtain an interim order for the protection or preservation of property or other interest that are the subject matter of the dispute;

where for any reason, it is impossible or impractical for an arbitrator to promptly resolve the matter in dispute.

- 10.7 Neither the resolution of such court application nor the participation therein by any Party operates as a bar to arbitration, or as a waiver of any of the rights and obligations of any Party with respect to dispute resolution in accordance with the terms of this Research Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1 All Confidential Information and Restricted Information will remain the property of the disclosing Party that furnished it.
- 11.2 For a period of three (3) years from termination of this Research Agreement, the receiving Party agrees to maintain in confidence all Confidential Information disclosed to it with the same degree of care as the receiving Party normally takes to preserve its own confidential information of similar grade, but in any event, no less than a reasonable degree of care.
- 11.3 The receiving Party agrees to maintain in confidence all Restricted Information disclosed to it with the same degree of care as the receiving Party normally takes to preserve its own Restricted Information of similar grade, but in any event, no less than a reasonable degree of care for as long as the Restricted Information remains confidential.
- 11.4 The receiving Party may only disclose Confidential Information and Restricted Information to persons with a "need to know" who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein, and the Confidential Information shall only be used for the purpose of the Research Projects.
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- 11.5 A receiving Party may disclose Confidential Information and Restricted Information pursuant to the requirements of a government agency or pursuant to a court order, provided

that the receiving Party gives the disclosing Party sufficient notice to enable it to seek an order limiting or precluding such disclosure.

- 11.6 The Parties acknowledge and agree that the GMOB may be required to disclose Confidential Information pursuant to the GMOB's obligations under the Environmental Agreement. The GMOB will provide reasonable notice to the UW of any Confidential Information proposed to be disclosed and will work with the UW to limit and reframe any Confidential Information that the UW does not approve for disclosure. Notwithstanding the foregoing, nothing in this Section 11.6 will prevent the GMOB from complying with its obligations under the Environmental Agreement.

12. OUTSIDE PARTNERSHIPS

- 12.1 The UW will be permitted under this Research Agreement to enter into outside partnerships to perform aspects of any of the Research Projects with written approval from the GMOB, which will not be unreasonably withheld.
- 12.2 Outside partnerships must be indicated on the any Research Proposal submitted for review by the GMOB.
- 12.3 The funding of Research Projects at the UW does not preclude the GMOB from funding other research projects with other partners.

13. PRESENTATIONS AND PUBLICATION OF RESEARCH

- 13.1 The Parties agree that it is part of any university's function and policies to disseminate information and to make it available for the purpose of scholarship. The UW will be permitted to publish and present research conducted in accordance with the terms and conditions of this Article 13.
- 13.2 All publications and presentations relating to research under this Research Agreement must acknowledge the GMOB's funding of the research.
- 13.3 Notice of any publications or presentations must be provided to the GMOB, at least thirty (30) Business Days before the submission of the research for publication or presentation. Upon GMOB's written request within the same 30 day period, the UW will delete any Confidential Information of the GMOB from the proposed publication or disclosure.

14. AMENDMENT TO THIS RESEARCH AGREEMENT

- 14.1 This Research Agreement may be amended at any time by signed written agreement of the Parties.

15. ASSIGNMENT OF THIS RESEARCH AGREEMENT

- 15.1 The Parties intend that this Research Agreement may not be assigned except for with the signed written consent of both Parties. Consent may not be unreasonably withheld by either Party.

16. GENERAL

- 16.1. This Research Agreement will be, governed by and construed in accordance with the laws of the Northwest Territories and the laws of Canada applicable therein. The Parties attorn to the jurisdiction of the Northwest Territories.
- 16.2. Time shall be of the essence in this Research Agreement.
- 16.3. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Research Agreement shall be in writing and shall be given by registered mail, personal delivery or written electronic (email) communication to the applicable address set forth below:

in the case of the Giant Mine Oversight Board addressed to:

Giant Mine Oversight Board
Box 1602
Yellowknife, NT
X1A 2P2
Attention: Executive Director
Email: ed@gmob.ca

With a concurrent copy to:

Parlee McLaws LLP
1700, 10175 – 101 Street
Edmonton, AB T5J 3H0
Attention: Rhiannon Adams
Email: radams@parlee.com

and in the case of the University of Waterloo addressed to:

Office of Research
University of Waterloo
200 University Ave W
Waterloo, ON N2L 3G1
Attention: Lisa Sergovich
Email: lisa.sergovich@uwaterloo.ca

With a concurrent copy to:

Dr. David Blowes, Professor
Department of Earth and Environment Sciences
University of Waterloo
200 University Ave W
Email: blowes@uwaterloo.ca

or to such other address or email address as either Party may in writing advise by notice given in accordance with this Section. Any notice, document or communication will be conclusively deemed to have been given, in the case of delivery, on the day of actual delivery thereof, and, in the case of facsimile transmission or electronic transmission, on the first Business Day after transmittal and in the case of registered mail, on the third Business Day after mailing.

- 16.4. The Parties are independent parties and nothing in this Agreement shall constitute either Party as the employer, principal or partner of or joint venturer with the other Party. Neither Party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.
- 16.5. This Research Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 16.6. This Research Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument and execution and delivery by electronic means shall be valid and enforceable.

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**Acknowledgement of and Consent by the
Principal Investigator**

Per: _____