

UVIC

5.3 In the event that Sponsor wishes to publish the Results in part or in whole, Sponsor will follow the review process set out in section 5.2 to enable UVic to review any proposed Publication. Unless otherwise agreed by UVic, UVic Members shall be provided with the opportunity for first academic or scholarly Publication and Sponsor

publicity, advertising, or news release without the prior written approval of an authorized representative of such Party.

- 7.2 **Headings.**The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 7.3 **Governing Law.**This Agreement shall be governed and construed, and all claims arising out of or related to it shall be determined in accordance with, the laws of British Columbia (without regard to any conflict of laws principles) and any laws of Canada applicable therein.
- 7.4 **Forum.** The courts of British Columbia shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this Agreement and the Parties hereby attorn to the jurisdiction of the courts of British Columbia.
- 7.5 **Severability.** In the event that any provision of this Agreement shall be held to be, invalid, illegal or - unenforceable, that will not affect the validity or enforceability of the remaining provisions of this Agreement and the balance of the Agreement shall continue in full force and effect.
- 7.6 **Force Maj** Tc 0.002 Tw d ()Tj /TT3 1.4 (r)- lej /TT37T0 1 Tf -0.004 Tc 0.05 Tw 0.25 0 Td [(N) to7 (c)-9.9

(Confidentiality) shall survive termination or expiration of this Agreement for a period of five (5) years.

- 7.15 Rights and Remedies. The rights and remedies available under this Agreement shall be cumulative and not alternative and shall be in addition to and not a limitation of any rights and remedies otherwise available to the Parties at law or in equity. No exercise of a specific right or remedy by either Party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.
- 7.16 Currency. Unless otherwise specified, all references to currency in this Agreement are Canadian dollars (CAD).
- 7.17 Counterparts. This Agreement may be signed and delivered in one or more counterparts and each such counterpart may be transmitted by electronic mail in portable document format (PDF) or similar format or by facsimile and each will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

Option 1: Sponsor Owned Terms

A2 Intellectual Property and Scholarly Work

Sponsor Owned terms shall apply to the Project if selected in the Acknowledgment or if NO option is selected.

A2.1 Nothing in this Agreement will be interpreted as implicitly or explicitly transferring any right, interest or title in or granting any license to Background IP, other than as specifically

Option 2 Creator Owned Terms

A2 Intellectual Property and Scholarly Work

Creator-Owned terms shall apply to the Project if selected in the Acknowledgment.

A2.1 Nothing in this Agreement will be interpreted as implicitly or explicitly transferring any right, interest or title in or granting any license to Background IP, other than as specifically provided herein. All rights not expressly granted by this Agreement are expressly reserved by the owner of the Background IP.

A2.2 Where a Party makes its Background IP available to another Party for the purpose of undertaking the Project, the first Party hereby grants the other Party an ~~exclusive~~, royalty-free, fully paid up license to use such Background IP for the sole purpose of performing the work in the Project. This grant of license shall terminate upon completion of the Project or termination of this Agreement.

A2.3 All UVic Arising IP is the sole and exclusive property of UVic. UVic hereby grants to Sponsor a non-exclusive, full1d/52c-1 (fu)-3 (x)8.6soB (,)-1 (fu)2.3 (lf1d/52-1.9 (l1o.7 (ec))-9.6 (n)]TJ 00