

# Research, Development and Collaboration Agreement

This Research, Development and Collaboration Agreement (**Agreement**)

Is made effective March 15, 2018 (**Effective Date**)

Between

## Prince Sultan University

A duly registered university with the Ministry of Education of Saudi Arabia as a Non-Profit Private Educational Institute, whose registered office is at Riyadh, Saudi Arabia.

(PSU)



-and-

## Nia Technologies Inc.

A corporation organized under the Canada Not-Profit Corporations Act.

(Nia)



technologies

(Individually a **Party** and collectively the **Parties**)

**WHEREAS** PSU wishes to gain knowledge from, and work with, Nia in its continuing research and development of digital tools used and useful to the prosthetics and orthotics industry (collectively the **Project** and often referred to by Nia as **3D PrintAbility**);

**AND WHEREAS** Nia wishes to support, assist and collaborate with PSU in pursuit of the Project;

**NOW THEREFORE** The Parties hereby agree as follows:

### 1. Intention of the Parties

The Parties will make good faith efforts to work together in pursuit of the Project. Such work may include:

- Exchange of students, academicians, and non-academicians;
- Sharing of activities or programmes in areas of mutual interest that will benefit both Parties;

- c. Research and development in the fields of mutual interest to both Parties;
- d. The exchange and sharing of academic and research resources;
- e. The establishment of joint working teams, as appropriate; and
- f. Other activities as may be appropriate and agreed to from time-to-time by the Parties.

## **2. Relationship**

- a. Nothing herein shall allow one Party to act as an agent on behalf of the other Party, except to the extent expressly permitted hereunder.
- b. Nothing herein shall be deemed to constitute a joint venture, partnership or other formal business entity of any kind between the Parties.

## **3. Obtaining Approvals and Licenses**

The implementation by the Parties of this Agreement may be contingent upon obtaining and the continuance of such approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect approvals, consents, authorizations, licenses, permits and other requirements

## **4. Confidential Information**

The Parties may disclose Confidential Information one to another to facilitate performance of this Agreement. Such Confidential Information will be safeguarded and not disclosed to third parties by the receiving Party. Confidential Information will not include information that:

- a. Is already known to the Party to which it is disclosed;
- b. Is or becomes part of the public domain without breach of this Agreement;
- c. Is obtained from third parties which have no obligations to keep confidential to the Parties to this Agreement;
- d. Was independently developed by the receiving Party without the use of any of the Confidential Information of the disclosing Party.

Notwithstanding anything contained herein, each Party may disclose Confidential Information to its officers, directors, employees, consultants, agents, funders and students on a need-to-know basis to facilitate performance of the Project, provided that such persons agree to be bound by terms at least as restrictive as those contained herein.

## **5. Similar Project**

Nothing in this Agreement will be construed to limit the freedom of Nia or PSU, or of their researchers, from engaging in similar projects made under other agreements with other parties.

## **6. Technology**

Nia's Technology refers to Nia's proprietary software (under constant development), with the current working name of "Orthogen" (Orthogen or the Technology). Orthogen uniquely



combines digital scanners, computer hardware, 3D printers and other equipment to assist clinicians in the production of prosthetics and orthotics.

7. **Intellectual Property (or IP)** means all intellectual property, including technical information, know-how, models, drawings, specifications, prototypes, inventions and software.

8. **Background Intellectual Property (BIP)** means Intellectual Property of a Party that is:

- a. Proprietary to that Party and was conceived, created, or developed prior to, or independent of, any research performed pursuant to or related to this Agreement or the Project; and
- b. Necessary for the performance of the Project.

9. **Ownership of BIP**

BIP of a Party shall remain the exclusive property of such Party. The owner of such BIP hereby grants to the other Party a royalty free, non-exclusive, non-commercial, non-transferable, non-assignable right to use the BIP, solely (a) in connection with the work on the Project.

10. **Foreground Intellectual Property (FIP)** means Intellectual Property that is discovered, created or reduced to practice in the performance of the Project, and for the purposes hereof includes all Intellectual Property discovered, created or reduced to practice in the performance of the Project.

11. **Ownership of FIP**

- a. Nia solely owns and will retain all rights, title and interests in, to and associated with the Technology, including any and all improvements or enhancements to the Technology made by Nia as a result of the Project and feedback from PSU. PSU will not use, or authorize any other person to use, the Technology except as reasonably required for PSU and PSU users to install and use the Technology for the Project.
- b. The Parties shall own equally all other FIP that may arise from the Project.

12. **Limitation of Liability**

In no event shall either Party be liable to the other for any damages whatsoever including, without limitation, direct, indirect, speculative, incidental, special or consequential damages in connection with performance under this Agreement.

13. **Indemnity**

PSU will indemnify and save harmless Nia against all costs, suits or claims on account of injuries (including death) to persons participating in the Project.

14. **Publication of Project Results**

- a. Either Party may disseminate information or otherwise publish the results arising in performance of the Project;
- b. Project contributions shall be acknowledged by the Parties in any publication of Project Results;
- c. The publishing Party (**Publishing Party**) shall provide a copy of any proposed publication to the other Party (**Reviewing Party**) for its review at least thirty (30) days prior to its submission for publication or disclosure (**Publication Notice Period**). Upon written request received from the Reviewing Party within the Publication Notice Period, identifiable references to Confidential Information shall be deleted from the proposed publication.



**15. Costs**

Each Party is responsible for its own costs under this Agreement.

**16. No Assignment**

Neither Party may sell, assign, encumber, license or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may be unreasonably withheld.

**17. Term**

This Agreement will enter into force as of the Effective Date and will terminate on December 31, 2020, or unless sooner terminated in accordance with Article 18, or unless upon the written agreement of the Parties to terminate or extend otherwise the Term of this Agreement.

**18. Termination**

Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party.

**19. Effect of Termination**

The provisions of Articles 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 26 shall survive termination or expiration of this Agreement in accordance with their terms.

**20. Independent Parties**

The Parties are independent parties and nothing in this Agreement will 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 Party.

**21. Successors**

This Agreement binds and enures to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

**22. Language**

In case of any discrepancies between the English text version of this Agreement and any translation, the English version shall prevail.

**23. Interpretation**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario in Canada. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding will have no effect on the remaining provisions of this Agreement, which will continue in full force and effect. Headings are used for convenience only and will not be used to interpret the provisions of this Agreement.

**24. Entire Agreement**

This Agreement is the entire agreement of the Parties with respect to its subject matter and no change or modification will be valid unless it is in writing and signed by both Parties.

**25. Counterparts**

This Agreement may be executed by signatures delivered by facsimile transmission or delivered electronically in optically scanned form; and/or it may be simultaneously executed by the Parties in

multiple counterparts, each of which will be considered to be an original instrument, and all of which taken together, where each Party has executed at least one counterpart, will constitute one and the same instrument.


## 26. Notices

Notices under this Agreement will be sent to the Parties as follows or to such other person as a Party may designate in writing:

	To PSU	To Nia
<b>Name</b>	Dr. Ahmad S. Yamani	Jerry Evans
<b>Company/Department</b>	Prince Sultan University	Nia Technologies Inc.
<b>Position</b>	Rector	President & CEO
<b>Address</b>	P O Box 66833, Riyadh, 11586	5 Kevi Lane Toronto, ON M9B 6G1
<b>Telephone</b>	11-494-8081	416.721.7165
<b>Email</b>	yamani@psu.edu.sa	jevans@niatech.org

IN WITNESS WHEREOF by signature of their respective authorized officers, the parties agree to be bound by the terms of this Agreement.

Prince Sultan University


  
Signature

Dr. Ahmed Yamani  
Name

PSU Rector  
Title

March 25/2018  
Date

Nia Technologies Inc.

  
Signature

JERRY EVANS  
Name

PRESIDENT & CEO  
Title

MARCH 15, 2018  
Date