

THIS RESEARCH FUNDING AGREEMENT made as of the XX day of Month, 202X, to be effective as Month XX, 202X (the “Effective Date”)

BETWEEN:

NET ZERO ATLANTIC a body corporate, incorporated under the laws of Canada (“NZA”)

- and -

INSTITUTION a body corporate, incorporated under the laws of NEW BRUNSWICK (the “Recipient”)

WHEREAS NZA has requested services in support of the “Project Title” project (the “Project”) as described in Attachment “A” Statement of Work;

AND WHEREAS the New Brunswick Innovation Foundation has provided NZA with funding to support research on its behalf to encourage the growth of the clean economy and work to support all New Brunswick residents in benefiting from its growth (“NBIF Contribution Agreement”);

AND WHEREAS His Majesty the King in Right of Canada (“Canada”) Department of Natural Resources has provided NZA with funding to support research on its behalf related to the implementation of aspects of the Innovation and Clean Growth in the Natural Resource Sectors through the Energy Innovation Program (“NRCan Contribution Agreement”);

AND WHEREAS the Recipient, by a proposal dated November 10, 2025, in response to a request for proposals issued by NZA on October 03, 2025, agreed to complete the Project (as that term is defined herein) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual promises and covenants contained herein, NZA and Recipient agree as follows:

## 1 DEFINITIONS

- 1.01 **“Applicable Law”** means, in relation to any Person, property, transaction or event, all applicable provisions of: (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any governmental authority; (b) any consents or approvals of any governmental authority; and (c) any orders, decisions, advisory or interpretive opinions, injunctions, judgments, awards, decrees of, or agreements with, any governmental authority, in each case applicable to or binding upon such Person, property, transaction or event.
- 1.02 **“Budget”** means the budget for the Project as described in Attachment “B” (Budget and Schedule).
- 1.03 **“Canada”** has the meaning ascribed to that term in the recitals.
- 1.04 **“Confidential Information”** has the meaning ascribed to that term in Section 10.01.
- 1.05 **“Contract Period”** means the period commencing on the Effective Date and ending on **Month XX, 202X**.
- 1.06 **“Deliverables”** are those items listed as Deliverables in Attachment “A” (Statement of Work).
- 1.07 **“Funding”** has the meaning ascribed to that term in Section 4.02.
- 1.08 **“Intellectual Property”** means records, data, files, processes, applications, technical information, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, spreadsheets, software designs, know-how, compilation of information, copyrights, trademarks, patents and patent applications, specifications, and any other proprietary rights, including any rights to apply for registration or protection under any statutory proceedings available for those purposes and all other intellectual property or proprietary information rights in respect of any part of the foregoing (whether or not patentable or reduced to practice), everywhere in the world and includes any and all modifications, renewals, and extensions thereof and any and all existing and future rights, applications, continuations, and registrations with respect thereto, that are conceived, developed, authored, invented, reduced to practice, or otherwise created or developed.
- 1.09 **“NBIF Contribution Agreement”** has the meaning ascribed to that term in the recitals.
- 1.10 **“NRCan Contribution Agreement”** has the meaning ascribed to that term in the recitals.
- 1.11 **“Payment Milestones”** means the payment milestones more particularly set out in Attachment “B” (Budget and Schedule).

- 1.12 **“Person”** means an individual, partnership, corporation, company, unlimited liability company, limited liability partnership, trust, unincorporated association, body corporate, joint venture or other entity or a government body.
- 1.13 **“Project”** means the project and services to be undertaken by the Recipient as described in Attachment “A” (Statement of Work).
- 1.14 **“Project Lead”** means the Person designated by the Recipient as the first and primary point of contact with NZA, responsible for managing and reporting the project’s scope, schedule, finances and deliverables. For this project, the Project Lead is **“Name, Role in Institution”**.
- 1.15 **“Public Domain”** means all electronic, paper and other media which are accessible to the general public.
- 1.16 **“Reports”** means the Interim and Final Reports as described in Attachment “B” (Budget and Schedule), any other non-confidential reports and presentations prepared by the Recipient during the Project, and any non-confidential information contained therein.
- 1.17 **“Schedule”** means the schedule and timelines for completing the Project as set out in Attachment “B” (Budget and Schedule).
- 1.18 **“Statement of Work”** means the work to be undertaken by the Recipient as described in Attachment “B” (Budget and Schedule).
- 1.19 **“Third Parties”** means any Person that is not a party to this Agreement.

## 2 DUTIES AND RESPONSIBILITIES

- 2.01 The Recipient agrees to provide the Deliverables described in Attachment “A” (Statement of Work) within the timelines specified in Attachment “B” (Budget and Schedule)
- 2.02 Unless otherwise agreed to in writing, the Recipient shall be accountable to NZA for the completion and provision of the Deliverables the Recipient is responsible for, as described in the Attachment “A” (Statement of Work); and shall obtain, supply and pay for labour, materials, facilities and approvals necessary or advisable to complete these Deliverables. The Recipient shall provide the Deliverables and shall discharge its duties and responsibilities respecting the Deliverables in a competent and reasonable manner.
- 2.03 The Recipient will perform all research or services hereunder in accordance with all

Applicable Laws.

- 2.04 The Recipient agrees to secure a minimum **\$XX,XXX.XX** of industry or other leverage to support the project, as outlined in Attachment “B” (Budget and Schedule). Should this amount not be secured, NZA at its discretion may amend the Funding accordingly or cancel the Project as stipulated in Article 15.

### 3 TERM OF AGREEMENT

- 3.01 Subject to Article 15 TERMINATION and Article 16 FORCE MAJEURE, this Agreement shall be in effect for the Contract Period, provided that the parties shall be entitled to extend the Contract Period and amend the Schedule beyond the date set out herein by mutual written agreement.
- 3.02 Time shall be of the essence of this Agreement.

### 4 FUNDING

- 4.01 NZA’s obligation to pay Funding to the Recipient under this Agreement is subject to the Recipient completing the Deliverables and meeting the target dates and milestones as set out in Attachment “B” (Budget and Schedule).
- 4.02 NZA agrees to provide aggregate funding to the Recipient in an amount equal to the “Total Amount Paid to Recipient” as specified in Attachment “B” (the “**Funding**”). The Funding will be paid to the Recipient in accordance with the Schedule and subject to the Recipient’s satisfactory completion of the Payment Milestones. Eligible expenditures for the Recipient are defined in Attachment “B” (Budget and Schedule).
- 4.03 Invoice payments will be made within 30 days of receipt by NZA of an invoice containing such information as NZA reasonably requires and in accordance with the timetable set out in Attachment “B” (Budget and Schedule), including written confirmation of destruction or deletion of Confidential Information at project close if applicable,
- 4.04 The Recipient shall not commit or purport to commit NZA to pay any money, except as may be expressly set out in this Agreement. The Recipient shall be solely responsible for distributing funds to any sub-contractors, agents or partners to whom funds may be owed in relation to the Project. Under no circumstances whatsoever shall NZA be liable to make payment directly to any sub-contractors, agent or partner of the Recipient.
- 4.05 Any changes to the Statement of Work, Budget or Project Schedule must be approved by NZA in writing prior to being undertaken. The Recipient shall complete and submit a Change Form in the form attached hereto as Attachment “C” (Change Form), to NZA and receive written approval from NZA before proceeding with any out-of-scope work

and/or other change. Work completed in the absence of a Change Form approved by NZA in writing is done at the Recipient's risk.

- 4.06 The Funding from the NRCan Contribution Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made. Canada may reduce or cancel the Contribution to the Project upon written notice to NZA in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution to NZA, the Parties agree to amend the Project and the Eligible Expenditures of the Project to take into account the reduction or cancellation of the Contribution.
- 4.07 Notwithstanding anything set forth in this Agreement, it is hereby acknowledged that the terms of, and the funding received by NZA pursuant to the NBIF Contribution Agreement may be amended or reduced. In the event of such amendment or reduction which impacts the Project and the obligations of the parties hereto under this Agreement, NZA shall give prompt notice to the Recipient in the event of such an amendment or reduction, following which the terms of this Agreement, including but not limited to the Deliverables and corresponding payment obligations of NZA hereunder, shall be correspondingly amended by mutual written agreement of the parties hereto. In the event the parties are unable to come to a mutual agreement as to such amendment, this Agreement may be terminated by NZA at NZA's sole discretion.

## **5 RECORDS/DOCUMENTS**

- 5.01 The Recipient acknowledges that NZA may conduct an audit of the Project where NZA, in its sole discretion, deems an audit necessary to verify the Recipient's compliance with the terms of this Agreement. Upon written request, the Recipient will provide copies of any reports, financial information or other information reasonably required by NZA for the audit. The Recipient will also provide NZA with a right of access to the Recipient's premises and documents for the purposes of monitoring the Recipient's compliance with this Agreement upon reasonable written notice.
- 5.02 The Recipient shall, upon reasonable notice, permit NZA reasonable access to the Recipient premises and documents, including the Recipient's operating plans, in order to inspect and assess the use of the Funding.
- 5.03 Notwithstanding anything contained in this Agreement, the Recipient hereby acknowledges and agrees that NZA may in NZA's discretion, at any time, provide copies of any review, evaluation, audit report or other document prepared or delivered in connection with the matters set forth in this Agreement, including but not limited to copies of this Agreement and such audits, reports and documents referred to in

Section 5.01 to Canada or New Brunswick Innovation Foundation.

## **6 REPORTS AND PUBLICATIONS**

- 6.01 The Recipient agrees to provide NZA with presentations, interim and final reports and other Deliverables in accordance with Attachment “A” (Statement of Work). Unless the Parties agree to an alternate reporting schedule, failure of the Recipient to complete the Deliverables in accordance with the terms and conditions of this Agreement shall be deemed to be grounds for termination by NZA under Section 15.
- 6.02 NZA agrees that, subject to compliance with this Section 6.02, any employees or representatives of the Recipient engaged in the Project shall not be restricted from presenting at symposia, international, national, or regional professional meetings, or from publishing in abstracts, journals or otherwise, whether in printed or in electronic media, the methods and results of the Project. NZA shall be provided copies of the proposed publication or presentation fourteen (14) days in advance of the publication or presentation.
- 6.03 The Recipient agrees to acknowledge the financial contribution of NZA and all funding institutions to the Project in materials, publications, speaking events and advertising related to the Project.
- 6.04 NZA agrees to acknowledge the work and contribution of the Recipient in all presentations and publications arising from the Project.

## **7 TITLE TO EQUIPMENT**

- 7.01 The Recipient shall retain title to any equipment purchased with funds provided by NZA under this Agreement.

## **8 ETHICS AND CONFLICT OF INTEREST**

- 8.01 The Recipient agrees that it will use all reasonable effort to cause any Person involved on its behalf in the performance of the Project to observe NZA’s Ethics Policy as outlined on NZA’s website under “About us/Ethics Policy”.
- 8.02 As soon as the Recipient becomes aware of a conflict of interest or the appearance of conflict as defined in NZA’s Ethics Policy the Recipient shall inform NZA in writing.

## **9 RELATIONSHIP**

- 9.01 The parties hereby confirm that the Recipient and any employee, officer, director, agent, The parties hereby confirm that the Recipient and any employee, officer,

director, agent, Recipient or volunteer of the Recipient is not an agent, officer, director or employee of NZA. Nothing contained in this Agreement, and no performance by either party of their obligations hereunder, shall constitute any representative relationship, or partnership, joint venture or association. Additionally, nothing in this Agreement shall create any express or implied right, power or authority of either party to enter into any agreement or commitment, or to occur any liability or obligation, on behalf of the other party; it being understood and agreed that each party is, and shall remain, an independent Recipient with respect to the other.

## 10 CONFIDENTIALITY

- 10.01 From time to time, NZA and the Recipient may disclose confidential information (“**Confidential Information**”), which shall be clearly identified as such in writing at the time it is provided to the other, to facilitate work under this Agreement. Each of NZA and the Recipient hereby agrees to keep in strictest confidence and not to use for itself or on behalf of any Third Party or to disclose to any Third Party, any Confidential Information of the disclosing party, except as may be provided in this Agreement and in such case, Confidential Information may be disclosed only to those individuals who reasonably require access to such Confidential Information for the purpose for which it was disclosed.
- 10.02 All Confidential Information disclosed by NZA in whatever format so provided shall be destroyed and removed from the Recipient’s files, including electronic files, at the end of the Contract Period. The Recipient shall confirm destruction and removal with NZA via email or equivalent communication.
- 10.03 Notwithstanding the foregoing, the obligations in this Article 10 shall not apply to information which:
- 10.03.1 is already known to the party to which it is disclosed;
  - 10.03.2 is or becomes part of the Public Domain without breach of this Agreement;
  - 10.03.3 is obtained from Third Parties which have no confidentiality obligations to the disclosing party;
  - 10.03.4 is authorized for release by the disclosing party; or
  - 10.03.5 is required to be disclosed by law.

## 11 INTELLECTUAL PROPERTY

- 11.01 All Intellectual Property created by the Recipient prior to the start of this Project and all

Intellectual Property created by the Recipient during the Project shall vest in and be owned by Recipient.

- 11.02 The Recipient hereby grants to NZA an irrevocable, perpetual, royalty-free, world-wide license to use, copy, reproduce, display, disclose, make available, publish, distribute, and transmit or retransmit, in any form or format, to any Third Party the Reports, including without limiting the generality of the foregoing, any Intellectual Property contained in the Reports, without the approval of, or notice to, the Recipient or any of its Recipients, agents or partners, in whatever manner NZA, in its sole discretion, shall choose. Neither NZA nor the Recipient shall be liable for any use that a Third Party may make of the Reports.
- 11.03 NZA will give appropriate attribution to the Recipient and Project Lead, if applicable, at the time of the publication of the Reports.

## **12 INSURANCE**

- 12.01 At all times during the Contract Period and for a period of three (3) years thereafter, the Recipient shall, at its sole cost and expense, provide to NZA evidence in form satisfactory to NZA that the Recipient has insurance policies in such coverage and amounts as described in Attachment "D" (Insurance) or coverage that is substantially similar thereto.
- 12.02 Copies of certificates of insurance evidencing such coverage and amounts as described in Attachment "D" (Insurance) shall be provided to NZA by the Recipient before the Agreement is executed.

## **13 INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 13.01 NZA shall indemnify and save harmless the Recipient, its officers, employees, servants and agents for all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the Project, which they, or any of them, may at any time incur or sustain as a result of or arising directly or indirectly any whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default of or any default or delay in the performance of NZA's obligations under this Agreement or loss arising out of NZA's negligence or a breach in the performance of its obligations under this Agreement.
- 13.02 The Recipient shall indemnify and save harmless NZA, its officers, employees, servants and agents for all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the



Project, which they, or any of them, may at any time incur or sustain as a result of or arising directly or indirectly any whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default of or any default or delay in the performance of the Recipient's obligations under this Agreement or loss arising out of the Recipient's negligence or a breach in the performance of its obligations under this Agreement.

- 13.03 The Recipient shall indemnify and save harmless Canada, its officers, employees, servants and agents for all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the Project, which they, or any of them, may at any time incur or sustain as a result of or arising directly or indirectly any whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance or any default of or any default or delay in the performance of the Recipient's obligations under this Agreement or loss arising out of the Recipient's negligence or a breach in the performance of its obligations under this Agreement.
- 13.04 Subject to express provisions in this Agreement, NZA and the Recipient agree that they shall in no event be liable one to the other for their respective consequential damages, including but not limited to, indirect losses and loss of revenue, profit or anticipated profits, whether or not due in whole or in part to the negligence or breach of duty, statutory or otherwise, of the other party.
- 13.05 Notwithstanding any provision to the contrary in this Agreement, the Recipient acknowledge and agrees that NZA's liability to the Recipient pursuant to this Agreement is limited to the Funding that the Recipient is entitled to receive pursuant to the terms of this Agreement.

## **14 REPRESENTATIONS AND WARRANTIES**

14.01 NZA represents and warrants to the Recipient that:

- 14.01.1 NZA is a body corporate, which has been duly formed and organized and is validly existing and in good standing under the laws of Canada;
- 14.01.2 the individual(s) executing this Agreement on behalf of NZA have the legal power, right and actual authority to bind NZA;
- 14.01.3 NZA has the power, right and authority to enter into this Agreement and to undertake the actions contemplated hereby;
- 14.01.4 all requisite proceedings and approvals have been held, taken or obtained by NZA in order to duly authorize NZA to enter into this Agreement and, when

executed and delivered, this Agreement will be a valid and legally binding contract of NZA; and

- 14.01.5 this Agreement is, and all documents required hereby to be executed by NZA, will be, valid, legally binding obligations of and enforceable against NZA in accordance with their terms.

14.02 The Recipient hereby represents and warrants to NZA that:

- 14.02.1 the Recipient is a body corporate, which has been duly formed and organized and is validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation, and registration, as applicable;
- 14.02.2 the individual(s) executing this Agreement on behalf of the Recipient have the legal power, right and actual authority to bind the Recipient;
- 14.02.3 the Recipient has the power, right and authority to enter into this Agreement and to undertake the actions contemplated hereby;
- 14.02.4 all requisite proceedings and approvals have been held, taken or obtained by the Recipient in order to duly authorize the Recipient to enter into this Agreement and, when executed and delivered, this Agreement will be a valid and legally binding contract of the Recipient;
- 14.02.5 this Agreement is, and all documents required hereby to be executed by the Recipient, will be, valid, legally binding obligations of and enforceable against the Recipient in accordance with their terms;
- 14.02.6 other than as separately disclosed in writing to NZA, the Recipient is not a party to, or threatened with, any investigation, litigation or other action relating to or which involves the possibility of any judgment or liability or other result which could materially and adversely affect the business and assets of the Recipient generally; and
- 14.02.7 the Recipient possesses the technical experience, knowledge, skill and training necessary to complete the Deliverables.
- 14.02.8 The Recipient will carry out the Project in accordance with appropriate scientific and professional standards but makes no representations or warranties, either express or implied, as to any matter including, without limitation, the Deliverables to be achieved, whether the Deliverables or any part or aspect of the same will be capable of statutory protection, the existence or non-existence of competing technology, the condition, quality or freedom from error of the Deliverables or any part thereof, any merchantability, or its fitness for any particular purpose and all warranties and conditions expressed or implied, statutory or otherwise are hereby

disclaimed. Even if advised of the possibility of such damages, neither the Recipient nor its officers, directors, employees, students or agents will be liable for any lost profits, lost business opportunity, inventory loss, work stoppage, lost data or any other reliance or expectancy, direct, consequential or other damage suffered by NZA or others whether or not claiming through NZA resulting from the development or use of the Deliverables or any invention, technology or product produced in the course of or using the Deliverables.

## **15 TERMINATION**

15.01 NZA or the Recipient may terminate this Agreement without cause upon providing not less than 30 days' notice in writing to the other party.

15.02 NZA may immediately terminate this Agreement providing notice to the Recipient:

15.02.1 if the NBIF Contribution Agreement is terminated; or

15.02.2 if the NRCan Contribution Agreement is terminated; or

15.02.3 if the Recipient breaches or defaults on any term or condition (including any breach or inaccuracy of any representation or warranty) and fails to remedy the same in a manner deemed satisfactory to NZA, acting reasonably, within 10 days of being given written notice of the breach or default.

15.03 The termination of this Agreement shall not affect any rights, duties, obligations or liabilities that arise or have accrued prior to the date of termination. Upon the termination of this Agreement, the Recipient shall not be entitled to receive and NZA shall not be liable to provide any further Funding or reimbursement of any costs or expenses incurred by the Recipient. For the avoidance of doubt, the Recipient acknowledges that Recipient is only entitled to receive the Funding in relation to any Payment Milestones achieved prior to the date of termination of this Agreement.

15.04 Upon termination, the Recipient shall immediately return to NZA any of NZA's Confidential Information and any Reports, whether such Reports be fully or partially completed.

## **16 FORCE MAJEURE**

16.01 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of NZA to make payments to the Recipient hereunder), when and to the extent such failure or delay is

caused by or results from acts or circumstances beyond the impacted party's ("**Impacted Party**") reasonable control including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (j) failure of any governmental or public authority to grant a necessary license or consent; (k) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fourteen (14) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 16.01, either party may thereafter terminate this Agreement upon 30 days' written notice to the other party.

## 17 DISPUTE RESOLUTION

17.01 Exclusive Dispute Resolution Mechanism. The parties shall resolve any dispute, controversy, disagreement, or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, existence or invalidity hereof (each, a "**Dispute**"), under the provisions of Sections 17.02 through 17.04. The procedures set forth in this Article 17 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and Sections 17.02 through 17.03 are express conditions precedent to binding arbitration of the Dispute.

17.02 Negotiations. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. For purposes of clarification, the party sending the Dispute Notice shall send such notices in compliance with this Agreement's notice provisions (Section 19.03). If the parties hereto cannot resolve any Dispute during the time period ending sixty (60) days after the date of the Dispute Notice is delivered (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation under Section 17.03.

17.03 Mediation.

- 17.03.1 Subject to Section 17.02, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The place of the mediation shall be Halifax, Nova Scotia.
- 17.03.2 The parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties and it is the parties' intention to override the common-law settlement privilege, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.04 Arbitration as a Final Resort. If the parties hereto cannot resolve for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within sixty (60) days after the Escalation to Mediation Date, either party may commence binding arbitration in accordance with the provisions of Article 18.

## **18 ARBITRATION**

- 18.01 Subject to Article 17.02, and except as otherwise required by applicable law, all disputes, disagreements, controversies or claims arising out of or relating to this Agreement, including, without limitation, with respect to its formation, execution, validity, application, interpretation, performance, breach, termination or enforcement will be determined by arbitration under the Commercial Arbitration Act (Nova Scotia). The arbitrator will determine the rules for the arbitration, including, based on the outcome of the arbitration, the breakdown between the parties of the costs for conducting the arbitration. The following provisions shall govern any arbitration hereunder:
- 18.01.1 The legal seat of arbitration shall be Halifax, Nova Scotia.

- 18.01.2 There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt, by a party, of notice, from the party initiating the arbitration, a notice to initiate arbitration and participate in the appointment of an arbitrator under the Commercial Arbitration Act (Nova Scotia).
- 18.01.3 The language of the arbitration, including the hearings, documentation, and award, shall be English.
- 18.01.4 The parties shall equally share the fees of the arbitrator and the facility fees.
- 18.01.5 The parties shall each bear their own legal costs and expenses of the arbitration.
- 18.01.6 Any decision of the arbitrator shall be final and binding on the parties and their respective successors and assigns and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law.
- 18.01.7 The governing law of the arbitration shall be the laws of the Province of Nova Scotia, and the federal laws of Canada applicable therein.
- 18.01.8 The arbitration procedures, hearings, documents, and award shall remain strictly confidential between the parties.

## **19 GENERAL TERMS**

- 19.01 All references to monetary amounts in this Agreement shall be in Canadian dollars.
- 19.02 This Agreement, including the schedules hereto, constitutes the entire agreement between the parties for the Deliverables and the Project herein described. Any and all previous agreements related thereto, written or oral, including any past practice between the parties hereto or their predecessors are hereby terminated and cancelled. Any variation of this Agreement can only be made by a written amendment signed by the parties.
- 19.03 Any notice, demand or request herein required or permitted to be given by any party to the other shall be in writing and may be delivered by personal service or email, addressed as follows:

**To NZA:** c/o Net Zero Atlantic @ The Pier  
1209 Marginal Road, PO Box 336  
Halifax, Nova Scotia B3H 4P8

Attention: Kendra Partick, Director, Finance and Administration  
Telephone: (782)-321-8785

Email: [kpatrick@netzeroatlantic.ca](mailto:kpatrick@netzeroatlantic.ca)

**Invoices should be sent to:**

Email: [finance@netzeroatlantic.ca](mailto:finance@netzeroatlantic.ca) and [eoeyekola@netzeroatlantic.ca](mailto:eoeyekola@netzeroatlantic.ca)

Refence: 300-700-0XX

TEMPLATE

**To the Recipient:**      **Name of Institution**  
                                     **Address**

Attention:                **Name, Position**  
 Telephone:              **XXX-XXX-XXXX**  
 Email:                    **email@email.com**

Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party for the purpose of giving notice hereunder.

Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery; or (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email.

- 19.04 Notwithstanding the termination or expiration of this Agreement for any reason whatsoever, all covenants and agreements to be performed and/or observed by the parties under this Agreement or which by their nature survive the expiration or termination of this Agreement, including without limitation, those set out in Articles 5, 10, 11, 13 and 20 and Sections, 6.02, 6.03, 15.04, shall survive the termination or expiration of this Agreement.
- 19.05 This Agreement shall be binding upon the parties hereto, their respective heirs, administrators, successors and assigns.
- 19.06 This Agreement shall be governed by and construed in accordance with the laws in force in Nova Scotia. The Parties hereto submit to the jurisdiction of the courts of Nova Scotia.
- 19.07 If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall otherwise remain in full force and effect, and such term or provision shall be deemed removed from the Agreement.
- 19.08 If the performance by either party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, including without limitation acts of God, war, terrorism, labour disputes, pandemics, epidemics, or governmental action, that party will not be in breach of this Agreement because of that delay or failure in performance.
- 19.09 The parties may sign this Agreement in counterparts, each of which being an original. Such counterparts will together constitute one and the same agreement. Counterparts



may be signed either in original or electronic form and the parties shall adopt any signatures received electronically as original signatures of the parties

## 20 AGREEMENT DOCUMENTS

20.01 The attachments appended to this Agreement are incorporated by reference and form part of this Agreement. In the event of a conflict or inconsistency among this Agreement and the attachments, any provision in the main body of this Agreement takes priority over the attachments listed below.

- 20.01.1 Statement of Work (Attachment "A")
- 20.01.2 Budget and Schedule (Attachment "B")
- 20.01.3 Change Form (Attachment "C")
- 20.01.4 Insurance (Attachment "D")

**IN WITNESS WHEREOF** the parties have by their duly authorized representatives executed this Agreement on the day and year first above written.

### SIGNED & DELIVERED

in the presence of

	<b>NET ZERO ATLANTIC</b>
	Per:
Witness	Alisdair McLean, Chief Executive Officer
Date: Month XX, 2025	Date: Month XX, 2025
	Name of Institution
	Per:
Witness:	Name, Position
Date:	Date: