

THIS AGREEMENT MADE AS OF THE DAY OF , 2013

Between:

THE UNIVERSITY OF WESTERN ONTARIO (“Western”)

-and-

THE CORPORATION OF THE CITY OF LONDON (“London”)

Whereas Western and London have agreed, as part of the Southwestern Ontario Water Consortium (“SOWC”), to undertake construction of the London Wastewater Facility (SOWC-LWF);

And whereas Western is a party to an agreement with the University of Waterloo whereby funds are to be flowed through the University of Waterloo to Western from the Federal Economic Development Agency for Southern Ontario (“FedDev”) for the SOWC-LWF, which agreement is attached hereto as Schedule “A” and shall be referred to as the Inter-Institutional Agreement (“IIA”);

And whereas the SOWC-LWF will be located on premises owned and operated by London, and will be connected to other wastewater facilities owned and operated by London;

And whereas the parties wish to enter into this Agreement to set out the terms under which the construction of the SOWC-LWF will be undertaken, financed and used in order to ensure compliance with the IIA;

Now therefore in consideration of the mutual promises agreements and covenants herein contained, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

Construction of SOWC-LWF

1. Subject to the City completing a successful bidding and tendering process to secure contractors, subcontractors and sub-trades, London will undertake construction of the SOWC-LWF (the “Project”), in accordance with the design parameters set out in Schedule “B”.

2. London may subcontract all or part of the design and construction of the SOWC-LWF. Notwithstanding any such subcontracting, London shall remain responsible for compliance by London and its subcontractors with this Agreement.

Eligible Expenditures

3. London agrees to be bound to the terms and conditions and general other requirements imposed on the Lead Institution by FedDev or the board of directors of the SOWC, in accordance to Article 3, Funds Administration, outlined in the IIA.
4. Eligible Expenditures are those approved expenditures in Schedule "C", and shall not exceed a total value of \$4,731,194. Eligible Expenditures must be incurred between March 23, 2011 and March 31, 2014.
5. Subject to the terms of this Agreement, Western shall reimburse London for Eligible Expenditures incurred in the Project.
6. All Eligible Expenditures must be incurred using London's tendering and acquisition policies for the purchase of assets and services.
7. London shall invoice Western monthly for Eligible Expenditures incurred during the immediately preceding month, together with supporting documentation including suppliers' invoices to London. Western shall immediately report such Eligible Expenditures to the University of Waterloo pursuant to the provisions of the IIA, and shall reimburse London for the Eligible Expenditures.. London further agrees to abide by the terms and conditions of Article 4, Financial Record Keeping and Audits, and Article 5, Reporting Obligations in the IIA and assist Western with its reporting requirements for disbursement of funds.
8. The parties may, by agreement in writing, change the time frame for reporting and paying Eligible Expenditures subject to the terms and conditions of the IIA.

Access to SOWC-LWF

9. SOWC-LWF will be located at London's Greenway Pollution Control Centre (the "Centre") and will be attached to equipment owned and operated by London as part of the Centre.
10. Western, and such third parties as Western shall designate, shall have access on reasonable notice to the Centre during the installation, testing and validation of the SOWC-LWF equipment. Access shall at all times be subject to operational requirements of London, including such safety and security precautions as London, acting reasonably, shall deem appropriate.
11. Following installation, testing and validation of the SOWC-LWF equipment, London shall provide non-exclusive access to SOWC-LWF to Western and other users who have

been approved by SOWC. Access shall at all times be subject to operational requirements of London, including such safety and security precautions as London, acting reasonably, shall deem appropriate.

Ownership

12. Western shall retain title to, and ownership of all assets that are acquired with funds provided to London under paragraph 5 of this Agreement and /or form part of SOWC-LWF (the "Equipment"). London acknowledges that Western may not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, without the prior written consent of the University of Waterloo. At the end of the Term as defined below, the City shall have the option to acquire the SOWC-LWF Equipment for the nominal price of \$1.00.

Intellectual Property

13. Intellectual property rights for intellectual property conceived, produced, developed, reduced to practice or otherwise made by any approved platform user, its personnel or students in the course of carrying out any project at SOWC-LWF, will be in accordance with the respective policies and procedures of the user whose personnel created such intellectual property, applicable law, and any other applicable agreements.

Term

14. The term of this Agreement shall commence on the effective date first set out above and shall terminate on March 31, 2025.

Dispute Resolution

15. In the event of a controversy or dispute between the Parties arising out of or in connection with this Agreement or regarding the interpretation of the provisions thereof, the Party alleging a controversy or dispute (the "Disputing Party") must notify the other Party (the "Recipient Party") in writing of such dispute or controversy ("Dispute Notice") and specify the particulars of such dispute or controversy in the Dispute Notice.
16. Upon receipt of a Dispute Notice by the Recipient Party, the Recipient Party and the Disputing Party must mutually consult in good faith in an attempt to settle amicably and in the spirit of cooperation any such controversy or dispute.
17. If on the date which is fourteen (14) days after the Recipient Party's receipt of the Dispute Notice the Disputing Party and the Recipient Party have not amicably settled the matter(s) set out in the Dispute Notice then the matter(s) shall be referred to a single arbitrator whose decision shall be final and binding. If the Parties cannot agree on the arbitrator, either party may apply under Section 10 of the Ontario Arbitrations Act for the Court to select an Arbitrator.

General

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable thereto.
19. Each Party must at all times be in compliance with all federal, provincial, territorial, municipal and other applicable laws, regulations, by-laws, rules, decrees and ordinances governing the parties and the Project, including without limitation, environmental legislation and any mitigation measures imposed by the Minister.
20. The Parties acknowledge that the provisions of this Agreement are intended to comply with Western's obligations under the IIA and that they will conduct themselves in good faith to give effect to that intention.
21. This Agreement constitutes the entire and sole Agreement between the Parties with respect to the issues and items covered by this Agreement, and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties with respect to said issues and items other than those contained in this Agreement.
22. The Parties acknowledge that Western is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) and London is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and the Parties agree to cooperate with one another from time to time with respect to compliance with the statutes and any regulations passed thereunder.
23. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.
24. All notices or other communications under this Agreement shall be given in writing by personal delivery or by facsimile to the person named below:

To London:

City Clerk
300 Dufferin St.
P.O. Box 5035, London, Ontario N6A 4L9
Facsimile: 519-661-4892

To Western:

Vice President (Research)
Room 2107 Stevenson Hall
The University of Western Ontario
London, Ontario N6A 5B8

Facsimile: 519-661-3139

25. This Agreement and any other writing delivered in connection may be executed in any number of counterparts and any Party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of such counterparts of this Agreement or such other writing taken together will be deemed to be one and the same instrument.

In witness whereof the Parties have executed this Agreement by their duly authorized signing officers.

THE CORPORATION OF THE CITY OF LONDON

Per:

Per:

THE UNIVERSITY OF WESTERN ONTARIO

Per:

Schedule "A"
Schedule "B"
Schedule "C"