

Policies and Procedures Guidelines

March 2, 2020

Table of Contents

PREAMBLE.....	2
I. Staff Salaries, Vacation and Travel Policies	2
Salary.....	2
Vacation.....	2
Summer Hours	4
Travel.....	4
II. Student and Research Assistant Policies, Salaries and Travel.....	4
Policies.....	4
Salaries and Benefits.....	5
Travel.....	5
III. LTK+ Agreements.....	6
Non-Disclosure/IP Agreement	6
Learning Toolkit+ Licensing Agreement	6
Appendix I: Research Employee Benefits.....	7
Appendix II: Learning Toolkit+ Non-Disclosure Agreement.....	8
Appendix III: CSLP LEARNING TOOLKIT+ LICENSING AGREEMENT.....	10

PREAMBLE

These guidelines are intended to promote fair treatment among all members of LTK-related research and development projects. Please also consult the *CSLP Policies and Procedures Guidelines* document for information on centre-related policies and procedures.

I. Staff Salaries, Vacation and Travel Policies

In addition to Concordia's policies on research employees (please consult *Appendix I: Research Employee Benefits*), staff working on LTK+ related projects follow the following policies.

Salary

Starting salary is set for two years, however all staff are entitled to an annual increase as per the university's Cost of Living Allowance rate.

Individual staff will be entitled to a salary increase of up to an additional 2.5% every year (with a time limit of 10 years) following a very positive job performance review.

Staff may also receive additional increases or bonuses for extraordinary achievements (e.g., new degree, more responsibility, excellent work well beyond expectations, etc.) depending on funding availability.

Overtime: From time to time, staff may be required to work overtime hours at the request of the centre Manager. Any overtime hours accumulated will not be paid out in salary, but instead must be taken in days off following approval by the Centre Manager.

Vacation

Our goal in establishing a vacation policy is to find the balance between the demands of projects and the interests of staff members. In this spirit, vacations should not be scheduled when work demands are heaviest or when a vacation would create undue complications for a project.

Normally, staff vacations are taken during periods when work demands are lightest, for example, during the early parts of the summer before August 1 and when schools and universities are not in session.

All vacation plans should be discussed well in advance (e.g., at least two months) with Project Coordinators or the Creative Director and then the CSLP Manager who will reach agreement with the staff member concerning the timing and length of vacations, including how essential work demands will be met (e.g., by other staff or in advance).

In the event that a staff member wishes to take a vacation during a period when work demands are high, permission must also be obtained from the Centre Director before plans are finalized.

It is the responsibility of the staff member and the Grants Officer to monitor days taken during the annual vacation period(s). All staff must ask the Grants Officer to confirm the number of owed days prior to making vacation plans. Vacation days may not be banked or otherwise carried over from one year to the next.

Additionally, the university policy states:

All employees are entitled to an annual paid vacation leave earned during the previous fiscal year of June 1 to May 31. This paid vacation leave entitlement is to be taken during the **following** fiscal year, starting June 1.

This can be found under the HR website at:

<http://www.concordia.ca/content/dam/common/docs/policies/official-policies/HR-14.pdf>

Example of vacation days owed for a contract that does not follow the fiscal year

Contract beginning Jan. 3, 2008:

- January 3/08 – May 31/08 = 9 days

- June 01/08 – May 31/09 = 22 days

- June 01/09 – January 3/2010 = 8.8% of your earning during this period

Please note that the above example is also subject to the specific union policies. The CSLP adheres to the vacation policies as defined for each of the following union categories:

ACUMEA (as of June 01)

- Less than a year = 1-2/3 day per month
- 1 - 10 years = 22 days
- 10 - 15 years = 23 days
- 15 - 21 years = 24 days
- 21 or more = 25 days

CUPEU – Professional (as of June 01)

- Less than a year = 1-2/3 day per month
- 1 - 20 years = 22 days
- 21 or more = 25 days

CUSSU (as of June 01)

- Less than a year = 1-2/3 day per month
- 1 - 10 years = 20 days
- 10 years or more = 22 days
- 21 years or more = 25 days

TECHNICIAN (as of June 01)

- Less than a year = 1-2/3 day per month
- 1 - 10 years = 20 days
- 10 - 20 days = 22 days
- 21 years or more = 25 days

This can also be found on the HR website at:

<http://www.concordia.ca/content/dam/common/docs/policies/official-policies/HR-14.pdf>

CSLP employees who have questions about which union policies pertain to him/her should speak with the CSLP Manager and/or the Grants Officer for further clarification/explanation.

Summer Hours

Please note that the Centre's policy related to summer hours and vacation time is the following: if your vacation falls on the day the hours of work are reduced (Friday afternoons during the summer months), it should be counted as a full day of your vacation entitlement. Should you have any other inquiries regarding summer hours, please speak with the Centre Manager.

Travel

Field Travel - Expenses: Members who travel to long distance field settings for the CSLP can submit gas OR transportation costs (kilometers) for reimbursement. Alternatively, cost of bus and metro tickets may be expensed when going to a school site as long as a receipt is provided.

II. Student and Research Assistant Policies, Salaries and Travel

Policies

1. All students who work on software development projects or research contracts must sign a Non-Disclosure Agreement at the time of hire. Please refer to Appendix I for a sample NDA.
2. Students should disclose any commitments that might affect the timely and successful completion of an RAship. It is recommended that the total of all RAships should not exceed two days per week for a full-time student.
3. Any cash advance request must be submitted on an Expense Report Form one week prior to making the purchase. Once the purchase has been made, a receipt should be submitted to the Grants Officer.
4. Students are expected to work regular university periods. Administrative work for the CSLP over and above the contract period will be accommodated through equivalent release. Each time sheet can have a maximum of 40 hours per week. Time beyond that should be banked and submitted on the next time sheet.
5. Student members who undertake substantial tasks for the CSLP may be remunerated for their time.
6. In line with regulations set out by the granting agencies, CSLP support for conference travel is available on a limited basis to students who co-author work with faculty, as funding is only provided to faculty for the conduct of research with graduate students. Note that registration and hotel bookings are the student's responsibility.
7. Long Distance (outside of province) Travel: Some travel time will be paid on special jobs (e.g., CSLP mini conference). The Centre Manager will make it clear to a student how much time will be remunerated, prior to the trip taking place.

Salaries and Benefits

In the interests of equity, the CSLP has established general guidelines for the treatment of salaries for graduate students and Research Assistants. It is recognized, however, that the CSLP includes members from a variety of different units, including different departments within Concordia University and units at different universities and colleges. Each of these units may have their own local regulations, guidelines, and customs with respect to graduate students and research assistants. Consequently, actual salaries offered will vary from the below-mentioned rates according to institutional policy.

The following salary scale is being used for RAs hired working on LTK+-related projects (COLA will be applied annually on April 1st):

Undergraduate students - \$15.00; Master's students - \$19.00; Doctoral students - \$21.00

Travel

Field Travel - Remuneration: Members may claim up to one hour maximum for travel time to a non-local school site (for example, off island or more than a 30-minute commute) for data collection. This does not include regular travel to the CSLP. Time taken for meals is not remunerated.

III. LTK+ Agreements

Non-Disclosure/IP Agreement

All researchers, employees, and students who work on software development projects are required to sign a non-disclosure and assignment of intellectual property rights agreement as certain information of a proprietary or confidential nature may become known to or be developed by the Individual. Please refer to Appendix I for sample agreement.

Learning Toolkit+ Licensing Agreement

http://www.concordia.ca/content/dam/artsci/research/cslp/docs/tools-software/learning-toolkit/LTK_Licensing_Agreement_20180123.pdf

RESEARCHERS: I am from an academic or research institution who wishes to use the Learning Toolkit for research purposes:

Should researchers intend to use the CSLP Learning Toolkit, or any or all of the English or French software tools and support materials contained therein such as ABRACADABRA, READS, ELM, ePEARL, IS-21 and so on, for research purposes, they must (1) obtain prior written consent from the researchers at Concordia University who developed the Toolkit, through a **Request for Permission to use the LTK** and (2) sign a [Learning Toolkit Licensing Agreement](#).

A **Request for Permission to use the LTK** should include: 1) a description of the proposed project; 2) evidence of prior or planned training in the use of the tool(s); 3) proposed strategies for implementation fidelity; and 4) the nature and extent of the CSLP's planned involvement and collaboration including authorship arrangements. Please send these completed documents to Anne Wade. Following approval, instructions for download of the LTK+ will be sent to you.

TEACHERS: I am from a school board or a non-profit organization who wishes to implement the Learning Toolkit throughout the organization.

Should teachers intend to use the CSLP Learning Toolkit, or any or all of the English or French software tools and support materials contained therein such as ABRACADABRA, READS, ELM, ePEARL, IS-21 and so on, throughout your organization, we request that they first sign a [Learning Toolkit Licensing Agreement](#). Please send this completed document to Anne Wade. Following approval, instructions for download of the LTK+ will be sent to you.

INDIVIDUALS: I am a single school or an individual (e.g. a home schooler) who wishes to use the Learning Toolkit.

Individuals wishing to use the software should send a request to Anne Wade and instructions for download of the LTK+ will be sent to you.

Appendix I: Research Employee Benefits

(Please refer to Human Resources for more detailed information - <http://hr.concordia.ca/>)

Research Employees	Health	Basic Life	Optional Life	Accidental Death & Dismember	Maternity & parental leave	Long Term Disability	Pension	RRSP	Tuition Waivers	Vacation	Sick leave
Non-students-contracts											
Full-time (35hrs/wk) > 12 months	yes	yes	yes	yes	yes	yes	yes	yes	yes	22 days (see below)	see Sick Leave Policy
Part-time (21-34hrs/wk) > 12 months	yes	no	no	no	yes	no	yes (min. 700 hrs)	no	yes (amount of hrs divided by 35 hrs = %)	22 days (see below)	see Sick Leave Policy
Full-time and part-time < 12 months	no	no	no	no	no	no	yes (min. 700 hrs)	no	no	10 days advised or 4% included with every pay	see Sick Leave Policy
Non-students-time sheets											
Hired any time	no	no	no	no	no	no	yes (min. 700 hrs)	no	no	4% included with every pay	see Sick Leave Policy
Students-contracts											
Part-time > 12 months	no	no	no	no	no	no	yes (min. 700 hrs)	no	no	4% included with every pay	see Sick Leave Policy
Part-time < 12 months	no	no	no	no	no	no	yes (min. 700 hrs)	no	no	4% included with every pay	see Sick Leave Policy
Students-time sheets											
Hired any time	no	no	no	no	no	no	yes (min. 700 hrs)	no	no	4% included with every pay	see Sick Leave Policy

Formula to use: number of months divided by 12 months X 22 days

Notes:

- **Vacation:** Concordia works on an earn vacation which means “All employees are entitled to an annual paid vacation leave earned during the previous fiscal year of June 1 to May 31. This paid vacation leave entitlement is to be taken during the **following** fiscal year, starting June 1”. Further information can be found under the HR website under 'policies & procedures' then click under Human Resources policies <http://secretariat.concordia.ca/policies/hr/en/HR-14.pdf>
- **Health Insurance Plan:** For you: On the date you complete the enrolment kit, unless you have opted out of the plan: because you are covered under the plan where your spouse works; or as a pensioner from a prior employer. If you are not actively at work on that date, your coverage will begin on the day you actively begin work. For your **eligible dependents**: On the date you complete the enrolment kit showing your dependent information. Dependents (other than a newborn) who are confined to a hospital will be covered upon their release from the hospital. This does not apply to an insured person domiciled in Québec
- **Maternity leave:** Although a research employee is governed by Concordia University's policies and procedures, Quebec now handles all of its own maternity leaves. Concordia will supplement the employee's salary for the first 18 weeks of maternity leave. As QPIP does not have a two-week waiting period, there is only an 18 weeks maternity leave that can be supplemented. Thereafter, the employee would be considered as being on unpaid parental leave (while his/her contract is in effect). See HR-23 Maternity and Parental Leave: <http://vpexternalsecgen.concordia.ca/policies/by-sector/#HR>
- **Quebec Parental Insurance Program (QPIP)** website: http://www.rqap.gouv.qc.ca/travailleur_salarie/conditions.asp
- Requests for maternity or parental leave will be reviewed on a case by case basis according to the University Policies and Procedures.

FOR FURTHER INFORMATION, PLEASE CONSULT THE CSLP POLICIES AND PROCEDURES:

<https://www.concordia.ca/research/learning-performance/about/policies.html>

AND THE EMPLOYMENT CONDITIONS AND PARAMETERS FOR RESEARCH PERSONNEL:

https://www.concordia.ca/content/dam/common/docs/policies/official-policies/HR-5.pdf?utm_source=redirect&utm_medium=pdf&utm_campaign=HR-5.pdf

Appendix II: Learning Toolkit+ Non-Disclosure Agreement

LEARNING TOOLKIT+ NON-DISCLOSURE AGREEMENT

Between Concordia University
1455 de Maisonneuve Blvd. W. GM – 1000
Montreal, Quebec, H3G 1M8
("Concordia")

And [Name]
[Home address]

(the "Individual")

Whereas the mission of the Centre for the Study of Learning and Performance of the Concordia Departments of Education and Psychology (the "Centre") is to increase the theoretical and practical understanding of the factors that promote and hinder the learning and performance of complex skills through research and development activities (the "Mission");

Whereas the Individual will be working as a faculty, staff, or student on one or more projects, as led by a principal investigator (the "Principal Investigator"), during the course of [his/her] period of membership or employment at the Centre at Concordia; and

Whereas in the course of [his/her] membership or employment, certain information of a proprietary or confidential nature (the "Proprietary Information") may become known to the Individual.

Now therefore the parties agree as follows:

1. Proprietary Information shall be specifically identified by explicitly informing the Individual of its status or by physically marking it with the following mention: "*Proprietary Information*". If there is any question about proprietary information then the Individual should forward a written request to the Principal Investigator who will make the final decision.
2. Information which may be identified as Proprietary Information may include, by way of example, but without limitation, software, data, know-how, formulae, analyses, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, studies, findings, surveys, prototypes, inventions, patent applications and ideas. Any Proprietary Information transmitted verbally or by visual inspection shall be protected to the same extent as tangible Proprietary Information.
3. The Individual agrees that the Proprietary Information or any part or derivatives thereof shall be held in strict confidence and shall not be distributed or sold to any third parties and shall not be used for any purpose other than for the purpose of carrying out [his/her] work relating to the projects of the Centre.
4. The Individual agrees to provide the appropriate security measures to ensure that the Proprietary Information remains confidential and that any inquiries for access to the Proprietary Information be directed to Concordia.
5. The Individual shall limit internal dissemination of Proprietary Information within Concordia to individuals whose duties justify the need to know the Proprietary Information and then only provided that such individuals have entered into a similar non-disclosure agreement with Concordia with regards to the Proprietary Information.
6. Notwithstanding the above, it is acknowledged that graduate students who are financially or otherwise supported by Concordia through research grants or other sources, with respect to research that forms part of their thesis, have the right to publish such research output in their thesis or elsewhere with appropriate attribution, subject to the terms of the associated research grant. The Individual may request permission from

Concordia to retain a copy of the portion of any work they participated in producing for the sole purpose of completing their portfolio or curriculum vitae, such permission shall not be unreasonably withheld. The Individual may not commercialize or otherwise financially benefit from the Proprietary Information without a prior written agreement with Concordia.

7. This agreement shall supersede all documents or agreements between the parties, whether written or verbal, in respect of the subject matter thereof.
8. This agreement is drawn up in English at the request of all parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

IN WITNESS WHEREOF the parties hereto have signed this non-disclosure agreement at Montréal on the

_____ th day of _____ 20__.

FOR CONCORDIA UNIVERSITY

INDIVIDUAL

Paula Wood-Adams
Interim VP, Research & Graduate Studies

[Print the Individual name]
Individual

[Print SFM name]
Philip C. Abrami
Professor Emeritus & LTK+ Lead



Appendix III: CSLP LEARNING TOOLKIT+ LICENSING AGREEMENT

THIS AGREEMENT is entered into on the date that you sign this agreement below (the “Effective Date”), by and between you (“Licensee”) and Concordia University (“Licensor”).

WHEREAS Licensor has developed the CSLP Learning Toolkit (the “Software”) whose purpose is to improve teaching and learning in such areas as literacy, numeracy, information literacy, and self regulated learning (the “Purpose”); and

WHEREAS Licensee desires to utilize such Software solely for the Purpose;

WHEREAS Licensee is a school board, academic, research or non-profit institution;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE

A. Licensor hereby grants to Licensee, for the term of this Agreement, a non-exclusive, nonassignable, worldwide right and license to use the Software solely to carry out the Purpose.

B. No right or license is being conveyed to Licensee to use the Software on any devices other than the Devices. Licensee is prohibited from making any copies, archival or otherwise, of the Software. Licensee is further prohibited from using the Software in any manner other than for the Purpose.

C. It is understood that the Software is research software. Licensee agrees to allow the Licensor to collect, save and use any data with respect to the Software and Licensee’s use of the Software which Licensor deems appropriate, subject to the rules applicable to Licensor with respect to ethical research conduct. It shall be Licensee’s sole responsibility to obtain, maintain and, upon Licensor’s request, to remit to Licensor any and all consent documents which Licensee deems appropriate as well as any consent documents that Licensor may require Licensee to collect.

D. It is hereby agreed that Licensor shall retain ownership over all rights to all intellectual property in the Software, including but not limited to any copyright (including moral rights) and right to patent, in whole or in part, the Software. Nothing set forth herein shall be construed as providing to Licensee ownership over any intellectual property in the Software.

2. TERM A. This Agreement shall be effective as of the Effective Date and shall remain in force until such time, at Licensor’s sole discretion, that Licensor ceases to provide Licensee access to the CSLP • CEAP Software or until such time as, at the Licensee’s sole discretion, Licensee ceases using the Software and permanently deletes all copies thereof from all of its Devices.

3. COMPENSATION A. Unless Licensor notifies Licensee otherwise in writing, no fees shall be payable to Licensor in consideration for the licenses granted hereunder.

4. CONFIDENTIALITY A. Licensee recognizes that the Software is the proprietary property of Licensor. Accordingly, Licensee shall not, without the prior express written consent of Licensor, during the term of this Agreement and in perpetuity thereafter, reverse engineer the Software in any way or modify the source code of the Software. Licensee further agrees to take all reasonable precautions to preserve Licensor's Software and shall assume responsibility that its employees, agents, directors, officers, administrators, contractors, subcontractors, students and sublicensees, will similarly preserve this the integrity of the Software. The provisions of this clause shall survive termination of this Agreement.

5. INSTALLATION, TRAINING, AND ACCEPTANCE

A. Licensee shall install the Software in accordance with any instructions, which will be provided by Licensor.

B. The Licensee shall organize the professional development training of their teachers through the means of the Licensor's sole choosing. This may be provided online, via telephone, in person or by any other means chosen by Licensor, to Licensee's participants. Training may be subject to a fee agreed to by Licensor and Licensee. Such training requirements may be waived by Licensor on a case-by-case basis. For further information on the CSLP training programme, contact the CSLP Manager (contact information at end of document).

6. COMMERCIALISATION & THIRD PARTY ASSESSMENTS

A. "Commercialise" means without limitation the patenting, marketing, manufacturing, sale, distribution, licensing, sublicensing, grant of rights of use and/or leasing of the Software or products covered by, claimed by, and/or incorporating the Software.

B. It is expressly prohibited to commercialise and/or aid and/or partake in the unauthorised commercialisation of the Software. Commercialisation of same is solely authorised via the express written consent to do so via Dr. Philip Abrami, Lead Researcher, Learning Toolkit, Centre for the Study of Learning and Performance at Concordia University. To request said consent or for more information contact ltk.info@concordia.ca

C. The CSLP will consider requests to include the Software in third-party assessments where the goal is to achieve a rigorous evaluation of CSLP tool(s) in truly blind experimentation. For more information contact ltk.info@concordia.ca

7. WARRANTIES

A. Licensor further represents and warrants that to its knowledge, without having made any verifications, the Software does not infringe any valid rights of any third party.

B. LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. Should Licensee advise Licensor of an error or issue with the Software, Licensor may, but shall not be obliged to, repair or replace the Software. In the event that Licensor fails to or chooses not to repair or replace the Software, Licensee's sole recourse shall be to terminate the Agreement and no amounts shall be owed by Licensor to Licensee. In no event shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.

8. IMPROVEMENTS Any improvements or modifications made by Licensor to the Software shall be automatically included in this Agreement.

9. AUTHORSHIP, CITATION & ACKNOWLEDGEMENT The Licensee agrees to adhere to all rules and standards contained in this Section 9 and that derogation from same is solely authorised via the express written consent from the CSLP. For further information please contact info.ltk@concordia.ca

A. AUTHORSHIP: The CSLP is eager to collaborate with other researchers to explore further the validation of its tools, including testing among different populations, settings, and with different measures. In such circumstances, the CSLP adheres to professional standards (e.g., American Psychological Association) in deciding authorship credit. For example, when the CSLP participates actively in a project, this will normally result in major, but not necessarily senior, authorship credit to at least the CSLP Director and other CSLP faculty or staff, as appropriate. Authorship consideration is given in recognition both of the substantial intellectual work involved in the design, development, and testing of the CSLP tools as well as collaboration on such matters as research design, instrumentation, testing, training, implementation, analysis, and interpretation. Finally, grants, papers, reports, and publications related to the effectiveness and efficiency of CSLP tools should acknowledge the CSLP, Concordia and other universities as appropriate, including a proper reference to the tool(s) used.

B. CITATION: Individuals wishing to cite the Learning Toolkit software, should:

- Cite the tool author(s) by institution.
- Cite the tool name, version number and release date.

Example: Centre for the Study of Learning and Performance. (2017). The Learning Toolkit [Computer software]. Montreal, Canada: Centre for the Study of Learning and Performance, Concordia University. Version 4.4. Released Dec. 20, 2017. <http://grover.concordia.ca/ltk/download-site/>

C: ACKNOWLEDGMENT: In contrast to effectiveness and efficiency studies, projects designed to explore internal mechanisms or processes, where CSLP software is not the object of study per se but the vehicle for examining an issue (e.g., synthetic vs. analytic methods of literacy instruction) should contain acknowledgments of the CSLP and individual faculty or staff as appropriate.

10. SURVIVAL

A. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Software and the like and, at the request for the Licensor, immediately delete the Software from all Devices.

B. Upon expiration or termination of this Agreement, Licensor may require that Licensee transmit to Licensor or delete, at no cost, all material relating to the Software.

11. INDEMNITY Licensor and its officers, directors, governors, agents, and employees shall not be liable for any costs, expenses, and losses (including reasonable attorney fees and costs) incurred as a result of Licensee's use of the Software or through claims of third parties against Licensee based on this Agreement or based on the Software, including breaches of any intellectual property rights or based on Licensee's use of the Software.

12. NOTIFICATION AND AMENDMENTS A. Licensor may, from time to time, amend the present Agreement by updating it on the Software's then-current webpage and indicating a new date following the statement "Last Updated" below. Any such amendment shall become effective immediately. It shall be Licensee's sole responsibility to ensure that it checks for any amendments prior to every use of the

Software and, should it disagree with the terms of any amendment, to cease using the Software. B. Any notices with respect to this Agreement must be sent by email with delivery receipt to info.ltk@concordia.ca with ogc@concordia.ca on copy. It is presumed that notices have been received the business day following Licensor's receipt of a delivery receipt therefor.

13. RESTRICTIONS ON USE OF CONCORDIA'S NAME, MARK AND RELATED SEALS

Licensee may not use in its communications, including press releases, publicity, referred customers listings or marketing literature, either Licensor's name or any of its marks and related official seals, or any information which may reasonably be seen to imply that Licensee has entered into partnership with or has a relationship with Licensor or that Licensor condones or supports the activities of Licensee, without first obtaining Licensor's written approval.

14. JURISDICTION AND DISPUTES A. This Agreement shall be governed by the laws of the Province of Quebec, and the laws of Canada applicable therein. B. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the City of Montreal, Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

15. AGREEMENT BINDING ON SUCCESSORS This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

16. WAIVER No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

17. SEVERABILITY If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

18. ASSIGNMENT The license granted hereunder is personal to Licensee and may not be assigned by any act of Licensee or by operation of law without Licensor's prior written permission.

19. ENTIRE AGREEMENT This Agreement shall constitutes the entire agreement between the parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.

20. AUTHORISED REPRESENTATIVE I hereby affirm that I am duly authorised to agree to the present Agreement on behalf of the Licensee.

_____	_____
Signature	Date
_____	_____
Position	Institution

Last updated: January 18, 2017

Send signed documents to, or for further information: Anne Wade, LTK+ Global Manager, CSLP, Concordia University

Email: info.ltk@concordia.ca Phone: 514-848-2424 x2885