#### CONCORDIA UNIVERSITY

Standard Terms and Conditions for Volt-Age Funded Research Projects (the "Terms")

(updated October 1st, 2025)

Concordia University ("Concordia"), as the lead institution, submitted a proposal to the Tri-agency Institutional Programs Secretariat Steering Committee (the "Sponsor") for the 2022 Canada First Research Excellence Fund Competition, in connection with the project entitled "ELECTRIFYING SOCIETY: TOWARDS DECARBONIZED RESILIENT COMMUNITIES" and the Sponsor approved funding for this project under grant number CFREF-2022-00041.

Concordia subgrants the awarded funds via the Volt-Age research program ("Volt-Age") which aims to create solutions that integrate technologies for carbon-neutral buildings, advanced energy storage, smart grids and the electrification of transportation.

In response to a call for proposals issued by Volt-Age, your Organization has supported an Application for funding of a Project, led by Concordia's Principal Investigator, which has been accepted as confirmed by the relevant Notice of Award.

Unless Concordia and your Organization (each a "Party" and together the "Parties") have a separate agreement for a specific funded Volt-Age Project, these Terms shall govern all other Volt-Age-funded Projects, including without limitation, Projects funded in the Seed call, Impact call, or any other call related to Volt-Age. These Terms shall come into effect as of the Project start date stipulated in the Notice of Award and shall remain in effect for the duration of the Project Period, unless terminated in accordance with the provisions of these Terms or extended by written agreement of the Parties.

If your Organization requires any modification to these Terms, please contact the Partnerships, Intellectual Property and Security (PIPS) Unit in the Office of Research at: pascale.comtoiscormier@concordia.ca

Concordia reserves the right to modify, update, or revise these Terms at any time, at its sole discretion. Any such changes shall become effective immediately upon their online posting, unless otherwise stated. It is the Organization's responsibility to review the Terms periodically for any updates or changes.

Unless otherwise defined herein, all capitalized terms used in this document have the meaning set out in **Annex A**.

# 1. INTELLECTUAL PROPERTY (IP)

# Project Intellectual Property (PIP)

Each Party hereby agrees to promptly, on an on-going basis and in no event later than the end of the Project, disclose to the other Party any Project Intellectual Property (PIP).

The Parties agree that all rights to any PIP created solely by (a) the professors, employees, students or subcontractors of Concordia without the substantive creative, inventive or intellectual contribution of the employees or agents of the Organization, or (b) the employees or agents of the Organization without the substantive creative, inventive or intellectual contribution of the professors, employees, students or subcontractors of Concordia, shall hereby belong to the creating Party ("Sole PIP"). The Parties agree that all rights to any PIP created jointly by (a) the professors, employees, students or subcontractors of Concordia and (b) the employees or agents of the Organization shall hereby belong to the Parties commensurate with their inventive contribution to the development of such PIP ("Joint PIP").

Each Party hereby grants to the other Party a non-exclusive, non-transferable, non-assignable, fully paid-up, royalty-free, perpetual license without the right to sub-license to its Sole PIP and its share in Joint PIP for its non-commercial internal research and development purposes, subject to the confidentiality obligations set forth in these Terms.

Each Party hereby grants the other Party a time-limited option to negotiate an exclusive (or non-exclusive) royalty-bearing license and right (i) to use, exploit, modify and enhance its Sole PIP and its share in Joint PIP, as well as (ii) to make, have made, reproduce, use, have used, sell, have sold, offer to sell and import products related to its Sole PIP and its share in Joint PIP, under commercially reasonable terms and conditions to be negotiated in good faith by the Parties (the "Option"). Such license will include terms and conditions including but not limited to commercialization and patent protection rights of each Party with regards to such PIP. The Parties acknowledge that there will be no warranty concerning the patentability of the PIP, or non-infringement, merchantability or fitness for particular purposes of any ensuing products. Option may be exercised by a Party (Optionee) by written notice to the other Parties (Optioner) within six (6) months of a PIP disclosure, or such longer period as may be agreed to in writing by the Parties (the "Option Period") provided that Optionee is not in default under these Terms. If the Parties have not exercised the Option during the Option Period, the creating Parties shall be free to pursue the commercialisation of its PIP including but not limited to the granting of exclusive rights to a third party.

# Background Intellectual Property (BIP)

Each Party will remain the owner of its respective BIP and nothing herein will be interpreted as implicitly or explicitly transferring any right, interest or title to such BIP. Each Party hereby grants to the other Party a royalty-free non-exclusive right to use their respective BIP for the sole purpose of conducting the research activities under the Project, which right terminates upon completion or termination of the Project. Should a Party require access to the other Party's BIP to commercialize the PIP, the Parties shall negotiate the terms of a royalty-bearing license to such BIP.

The Parties shall prepare and mutually agree upon a description of their relevant BIP necessary for the conduct of the Project, as set out in Annex D. If the need to use any such BIP becomes reasonably foreseeable after the signature of Annex D, the Parties shall promptly advise each other and update Annex D accordingly. The Parties shall identify any BIP required for the Project prior to the creation of any PIP.

# 2. CONFIDENTIAL INFORMATION (CI)

# Confidentiality Obligations

The Parties may disclose CI, one to the other, to facilitate work under the Project. Such information shall be safeguarded and will only be disclosed to individuals who have a "need to know" within the receiving Party's organization, provided that such individuals are bound to the receiving Party by obligations of confidentiality no less stringent than those contained herein. Each Party shall also strictly protect CI of other Party from disclosure to third parties and will treat such CI with the same degree of care with which it protects its own proprietary and confidential information against public disclosure, but with no less than reasonable care.

# **Exceptions**

The following do not constitute CI:

- Information that receiving Party can show was known by it prior to receiving such CI from disclosing Party;
- Information that is or becomes generally available to the public other than as a

- result of disclosure directly or indirectly by receiving Party in breach of these Terms:
- Information that is or becomes available to receiving Party on a non-confidential basis from a third party, that is not in breach of its obligations to the disclosing Party;
- Information that can be shown to have been developed independently by receiving Party without use of disclosing Party's CI; or
- Information of which disclosing Party has authorized the unrestricted disclosure.

A Party may be compelled by law to disclose a disclosing Party's CI, and such Party shall be entitled to do so provided that it promptly notifies the disclosing Party, to enable disclosing Party to obtain a protective order or adequate remedy at its sole expense. If the disclosing Party is unable to obtain a protective order, the receiving Party shall only disclose that portion of disclosing Party's CI that it is legally required to disclose.

# No further use and return of CI

Upon the expiration of the Project Period, or upon termination of the Project the receiving Party shall immediately cease all use of the other Party's CI. Unless the receiving Party receives a written notice from a disclosing Party requesting the return of the disclosing Party's CI within fifteen (15) days of the expiration the Project Period or the effective date of termination of the Project, the receiving Party shall at the end of such fifteen (15) days destroy all tangible forms and destroy/delete all intangible forms of the disclosing Party's Confidential Information (including any originals and all copies thereof) in its possession. Notwithstanding the foregoing, the receiving Party shall be permitted to retain one (1) copy of the disclosing Party's CI: (i) if, to the extent and as long as required by law, regulation, administrative or court order and (ii) only as electronic data stored due to automatic archiving and back up procedures ("Retained Information"). Such Retained Information shall be treated by each receiving Party in accordance with the confidentiality obligations of these Terms. Upon written request by the disclosing Party, the receiving Party shall provide to the disclosing Party, or shall cause to be provided to the disclosing Party, a written confirmation executed by a duly authorized officer of the receiving Party that all originals and copies of the disclosing Party's CI (other than Retained Information) or any portion thereof have been returned or destroyed, as the case may be, and shall no longer be used in any manner whatsoever by the receiving Party.

# 3. PUBLICATION

# **Publication**

The Publishing Party will provide a copy of any Proposed Disclosure to the Notified Party at least thirty (30) days in advance of publication specifying the intended date of dissemination. The Notified Party shall have fifteen (15) days after receipt of a Proposed Disclosure, to object to such Proposed Disclosure on the basis that it contains the Notified Party's CI or discloses PIP for which a Party is entitled and intends to seek patent protection. Where the Notified Party does not object in writing within fifteen (15) days of receipt of the Proposed Disclosure, the Publishing Party may proceed with the dissemination of the Proposed Disclosure without further notice to the other Party.

# **Objections**

Where a Notified Party makes a timely objection to a Proposed Disclosure on the grounds that it contains the Notified Party's CI, the Publishing Party shall remove, mask, or normalize any such CI from the Proposed Disclosure as requested in writing by the Notified Party. The Parties will negotiate in good faith to arrive at an acceptable version of the Proposed Disclosure within the original thirty (30) day notice period.

Where a Notified Party makes a timely objection to a Proposed Disclosure on the grounds that it discloses PIP for which a Party is entitled in accordance with these and intends to seek intellectual property protection, the Publishing Party shall delay the Proposed Disclosure, for a period not to exceed six (6) months from the date the Proposed Disclosure was submitted to the Notified Party.

Where such delay is requested by the Organization, the Publishing Party Concordia shall:

- a. arrange for any thesis that includes or discusses Intellectual Property for which the requesting Notified Party intends to seek intellectual property protection be submitted and examined in confidence; and
- b. ensure that any examiner not already covered by a suitable obligation of confidentiality sign a confidentiality and non-use agreement for that purpose; and
- c. not make the student's thesis public for a period not to exceed six (6) months from the date the Proposed Disclosure was originally submitted to the Notified Parties.

# 4. WARRANTY AND INDEMNIFICATION

# No Warranty

The Organization understands clearly the uncertainties and other risks commonly related to scientific research and experimental development, and therefore also understand that Concordia can perform specifically agreed tasks but does not guarantee that any foreseeable or specific product or technology will result from the Project.

All BIP, if provided, is provided on an "as is" basis with no representations, warranties or conditions, express or implied, with respect therein. However, each Party represents to the other Party that, to the best of its knowledge, without having conducted any searches, its BIP does not infringe upon the rights of third parties. All implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed and excluded.

Concordia does not warrant that the PIP or any other Project results will be error free or that they will meet the Organization's requirements. All implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed and excluded.

Except as provided in the second paragraph above, the Parties specifically make no warranties or representations, express or implied, concerning whether or not the exercise of the rights granted under or pursuant to these Terms will result in an infringement of any rights or patents or copyrights held by third parties.

# **Indemnity**

The Organization agrees to indemnify, hold harmless and defend Concordia, its directors, governors, officers, employees, students and representatives against all costs, suits, claims, losses, damages or expenses including legal and extrajudicial costs (the "Claims") arising from the Organization's use, in whole or in part, or that of its customers, licensee, or agents, of the PIP or any other Project results.

No Party shall be liable to the other Party for any claims on account of injuries (including death) to persons participating in the Project, or damage to any other Party's property in the performance of the Project, unless such injuries or damages are caused by the gross negligence or willful misconduct of the other Party.

No Party shall be responsible to any other Party for any loss of profits, business, reputation, contracts, income or anticipated savings or any other consequential or indirect damage of any kind.

# 5. EXPORT CONTROL

The Parties shall comply with any law, by-law, regulation, rule, order, ruling, policy or directive, from any relevant jurisdictional authority or body, governing or controlling the transfer, export, retransfer, reexport or furnishing of information, goods or technology. Each Party shall inform the other Party of any restriction or control applying to the circulation of any given information, goods or technology prior to disclosing such information, goods or technology to the other Party, or as soon as possible after such restriction or control comes into force. No Party will disclose information under the Project that is controlled or otherwise restricted from use or export under the International Traffic in Arms Regulations (ITAR).

# 6. PROJECT PERIOD AND TERMINATION

# **Project Period** The start and end dates of a Project are as set out in the Notice of Award for the Project ("Project Period"). 1. If a Party is in default of its obligations and such default is not cured within thirty **Termination** (30) days, or such other delay as may be agreed to in writing between the Parties, of a written notice of default provided to the defaulting Party by the other Party (the "Cure Period"), the Project shall be immediately terminated at the expiration of the Cure Period without prejudice to any rights or remedies provided for at law. 2. Concordia may terminate the Project if the Principal Investigator ("PI") becomes unable for whatever reason to fulfill his/her obligations and a replacement Principal Investigator that is mutually acceptable to Concordia and the Organization has not been identified within thirty (30) days, or such other delay as may be mutually agreed to in writing between the Parties, of receipt of a notice from Concordia of such event. Such termination shall be effective immediately as of the expiration of the thirty (30) day notice, or such other delay as may be mutually agreed to in writing between the Parties. 3. Either Party may terminate the Project for convenience, by providing a thirty-day (30) written notice to the other Party, which termination shall take effect at the end of such thirty (30) day period. 4. The Organization's participation in the Project shall be automatically terminated and Concordia released of its obligations to Organization should Organization become bankrupt or insolvent, make an assignment for the benefit of creditors, take the benefit of any statute relating to bankrupt or insolvent debtors, or should an order be made or a resolution passed for the winding up of Organization. 5. In the event of termination under Sections 1 or 4, any rights that may have accrued for the benefit of the defaulting Party (Section 1) and the Organization (Section 4) prior to such termination, including but not limited to any rights to PIP granted under these Terms, shall be deemed null and void. In the event of termination under Section 2 or 3 above, the Organization shall retain all rights that may have accrued for the benefit of the Organization prior to the effective date of termination, including but not limited to any rights to PIP granted to Organization under these Terms. 6. As applicable, in the event of termination under Section 1, 2 or 3 above,

Concordia shall use the funds received from Organization to pay for Project-related expenses up to the effective date of termination and for reasonable non-cancellable commitments made by Concordia in relation to the Project prior to receipt of a written notice given in accordance with Sections 1-3 (the "Project Costs"), and return to Organization its share of any uncommitted or unspent funds remaining after having settled all Project Costs, which share shall be calculated on a pro-rated basis of the Organization's financial contributions to the overall funding for the Project.

# 7. METHOD OF PAYMENT AND FINANCIAL COMMITMENTS

# Financial Commitments and Method of Payment

The Organization shall provide Concordia with the cash/in-kind support as detailed in the Application in a timely manner and comply, where applicable, with the Seed call terms and conditions or the Impact call and Living Labs call terms and conditions and the CFREF terms and conditions. Where necessary, Organization shall collaborate fully with Concordia in meeting its reporting obligations to Volt-Age.

Concordia shall invoice the Organization in accordance with the payment schedule set forth in the Application. In the absence of such a schedule, Concordia shall invoice the Organization in accordance with the payment schedule below:

- 50% of the Organization's financial commitment described in the Application and in accordance with Volt-Age Call for Proposal guidelines (plus any applicable GST or QST), upon the Project start date stipulated in the Notice of Award.
- 50% of the Organization's financial commitment described in the Application and in accordance with Volt-Age Call for Proposal guidelines (plus any applicable GST or QST), in equal annual installments, 2 months prior to each anniversary date of the Project, counting from the Project start date, during the Project Period.

The Organization shall promptly remit payment to Concordia within thirty (30) days of receipt of an invoice by cheque made payable to Concordia University sent to the following address:

Concordia University
Financial Services
1455 Boulevard de Maisonneuve West GM 720
Montreal, Quebec H3G 1M8
Attn: Angela Luciano

Email: angela.luciano@concordia.ca

Interest may be charged at the rate of one and a half (1.5) percent (%) per month on amounts not paid within thirty (30) days of the date of an invoice.

The Organization understands and accepts that the Volt-Age funding is subject to Volt-Age receiving payment from the Organization. Where such payments are not made in a timely manner, the Organization understands and accepts that Concordia's performance of the Project may be interrupted. Concordia accepts no responsibility, and shall not be liable to the Organization for any expenses incurred before or after the Project Period.

# 8. GENERAL

**Governing Law** These

These Terms and any dispute or claim arising out of or in connection with them shall

| and Language            | be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada. The Parties hereby submit to the jurisdiction of the courts of the Province of Québec.  The Parties hereby acknowledge that they have required that these Terms be written in the English language. Les Parties ont exigé que ces termes et conditions soient rédigés en langue anglaise.   |
|-------------------------|--|
| Notices                 | David Nguyen Director, Partnerships, Intellectual Property and Security (PIPS) Office of Research 1455 de Maisonneuve Blvd. West, S-GM 910 17 Montreal, Quebec, H3G 1M8 Email: david.nguyen@concordia.ca Tel: (514) 848 2424 ext. 4045  Unless otherwise specified through a written notice provided to Concordia, notices to Organization shall be sent to the Organization's contact identified in the Application.  All notices shall be presumed to have been received when they are hand delivered or transmitted via email, or five (5) business days after their mailing by registered mail or courier.   |
| Publicity               | Neither Party shall, without prior written authorization from the other Party, use any trade or service mark(s) owned or controlled by the other Party. Additionally, neither Party shall use the name of the other Party, nor of any employee of the other Party, in any advertising or publicity without the prior written approval of an authorized representative of the other Party. Notwithstanding the foregoing, the Parties agree that they shall be free to disclose, without prior authorization from the other Party: a) the names of the Parties and the nature of the relationship established herein, b) the names of Concordia participants, c) the title of the Project, d) the duration of the Project, and e) sum to be paid or paid for the Project. |
| Personal<br>Information | In the event that Concordia discloses or authorizes the collection of personal information under these Terms, the contractual terms and conditions stipulated by Concordia and found on its website (https://www.concordia.ca/content/dam/concordia/offices/secretariat/docs/privacy-addendum.pdf) form an integral part of the applicable contractual documents. This is an essential consideration for Concordia without which it would not have contracted with Organization.   |
| Survival                | The following sections of the Terms shall survive the expiration of the Project Period or termination of the Project regardless of the reasons for termination, in addition to any other sections which by law or by its nature are intended to survive: Intellectual Property; Confidential Information; Publication; Warranty and Indemnification; Governing Law and Language; Notices; Publicity; Personal Information and Survival.  |

#### ANNEX A

#### **DEFINITIONS:**

- **Application**: means the application for funding submitted to Volt-Age;
- **Background IP or BIP**: means all IP conceived, developed, or reduced to practice by a Party prior to, or independent of, its participation in the Project which a Party at its sole discretion makes available for the purposes of performing work under the Project;
- Computer Software: means any computer programs in source or object code, computer program documentation recorded in any form or medium, including any modification to such programs and documentation, excluding third party computer software which includes, but is not limited to, commercially available consumer-off-the-shelf computer software and any open source software;
- Concordia: means Concordia University, a corporation duly incorporated by the Concordia Act, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, Montreal, QC H3G 1M8;
- Confidential information (CI): means any information which is confidential in nature or that is treated as being confidential by the disclosing Party, whether such information is or has been conveyed to a receiving Party orally or visually or in written or other tangible form, and whether such information is received or accessed by a receiving Party, directly or indirectly, such as in the course of discussions or other investigations; provided that if such information is in tangible form it will be marked with a restrictive legend of the disclosing Party, and for any information disclosed orally, it shall be identified as such by the disclosing Party at the time of disclosure and reduced to writing in summary form, marked with a restrictive legend, and delivered to the receiving Party within thirty (30) days of the oral or visual disclosure;
- Intellectual Property (IP): means any idea, Invention or discovery, whether or not patented or patentable, any technical data, know-how, any design, any Computer Software or any work subject to copyright, including databases and compilations, whether or not such design or copyright is registered or registrable, any trade secrets, and all rights pertaining to any of the foregoing, anywhere in the world, and all applications, registrations, licenses, sub-licenses or contracts in any of the foregoing, but excluding copyright in any academic work, including without limitation, theses, presentations, publications, and conference papers;
- **Invention**: means any new and useful art, process, methodology, technique, machine, manufacture or composition of matter, or any new and useful improvement of any art, process, methodology, technique, machine, manufacture or composition of matter;
- Notice of Award: is the award letter issued by Volt-Age outlining the conditions of the award;
- Notified Party: is a Party that receives a notification and copy of a Proposed Disclosure;
- **Organization**: means the organization as identified in the Application and participating in a Volt-Age supported Project;
- **Principal Investigator or PI**: means the Concordia's investigator responsible for the overall scientific direction of the Project, as indicated in the Application;
- **Project**: means the research project described in the Application;
- **Project IP or PIP**: means all IP which is first conceived or reduced to practice during the course of the Project.
- **Proposed Disclosure**: Any public disclosure of information relating to or derived from the Project, including without limitation, theses, articles, seminars and other oral or written presentations; and
- **Publishing Party**: means a Party that wishes to publish a Proposed Disclosure.

# **ANNEX B**

#### PI ACKNOWLEDGEMENT

I, [Dr. XX, Concordia's Department] hereby acknowledge having read and understood the Terms and hereby agree to act in accordance with all the terms and conditions therein.

I hereby assign to Concordia all right, title and interest in and to any Project Intellectual Property generated by me in the performance of the Project and in and to any required BIP, and hereby waive in favor of Concordia all moral rights, such as I may hold, in any copyrightable required BIP and any Project Intellectual Property, including by not limited to any Computer Software, created by me in the performance of the Project. Furthermore, upon request from Concordia, I shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts and documents as may be required by Concordia, to confirm such assignment of intellectual property rights and/or waiver of moral rights.

I further agree to ensure that all Concordia participants engaged in the performance of the Project are informed of their obligations under the Terms and to procure from them, prior to their initial participation in the Project, a signed intervention of a participant in the form of that provided in Annex C attached hereto.

| PI Signature: |  |  |
|---------------|--|--|
|               |  |  |
| Date:         |  |  |

# **ANNEX C**

#### INTERVENTION OF A PARTICIPANT

Whereas I [XX], wish to participate in the Project, under the supervision of [Dr. XX, Concordia's Department]. I hereby confirm having read and understood the Terms and hereby agree to be bound by the Terms and uphold the obligations created under the Terms, such as they apply to me.

I hereby assign to Concordia all rights such as I may hold in any PIP generated by me in connection with the Project, excluding copyright in any academic work, including without limitation, theses, presentations, publications, and conference papers, and waive in favor of Concordia all moral rights in any Computer Software created by me under this Project.

I agree to: 1) not incorporate CI or other Intellectual Property of any third party into my work without the prior written permission of the Principal Investigator; 2) not use any commercially available consumer off the shelf computer software and open source software in carrying out my work in relation to the Project without the prior written permission of the Principal Investigator; 3) return all Confidential Information and Project Intellectual Property to the Principal Investigator upon the completion or termination of my participation in the Project and destroy all copies, reprints, reproductions and translations of such Confidential Information and Project Intellectual Property in my possession or under my control, including those existing in electronic form; and 4) cooperate with Concordia and the Organization to ensure that the Project meets all applicable export regulations and restrictions and consent to Concordia providing Organization with my citizenship information and other personal information as required by Organization to carry out any necessary security clearances to provide me access to their site and/or facilities, as applicable.

Upon request from Concordia, I shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts and documents as may be required by the Office of Vice-President, Research and Graduate Studies, to confirm such assignment of intellectual property rights and waiver of moral rights.

By signing below, I further acknowledge that I have read, understood and agree to abide by all relevant Concordia policies as they apply to me, including but not limited to the Policy on Intellectual Property (VPRGS-9), the Policy on Conflicts of Interest in Research (VPRGS-5), the Code of Ethics and Safe Disclosure Policy Applicable to Employees of Concordia University (BD-4), Policy for the Ethical Review of Research Involving Humans (VPRGS-3), Policy for the Responsible Conduct of Research (VPRGS-12) and the Policy on Postdoctoral Fellows (VPRGS-4).

| Signature: |  |  |
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| ID number: |  |  |
|            |  |  |
| Date:      |  |  |

# ANNEX D

# **BACKGROUND INTELLECTUAL PROPERTY**

# **INDUSTRY BACKGROUND INTELLECTUAL PROPERTY:**

- 1. [specify Background Intellectual Property that is exclusively owned]
- 2. [specify Background Intellectual Property that is jointly owned, if any. Specify owners' identity]

# **UNIVERSITY BACKGROUND INTELLECTUAL PROPERTY:**

- 3. [specify Background Intellectual Property that is exclusively owned]
- 4. [specify Background Intellectual Property that is jointly owned, if any. Specify owners' identity]

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS ANNEX D BY THEIR DULY AUTHORISED REPRESENTATIVES.

| Concordia University | Organization |  |  |
|----------------------|--------------|--|--|
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|                      |              |  |  |
|                      |              |  |  |
| Name:                | Name:        |  |  |
| Title:               | Title:       |  |  |
| Date:                | Date:        |  |  |
|                      |              |  |  |