

BREAKTHROUGH T1D CANADA

GRANT AGREEMENT

THE AGREEMENT is made effective as of the ____ day of _____, 202__ (the “Effective Date”).

BETWEEN:

BREAKTHROUGH T1D CANADA, a registered charity and not-for-profit corporation governed by the federal laws of Canada,

(“**BREAKTHROUGH T1D**”)

- and -

[**LEGAL NAME OF RECIPIENT**], a [not-for-profit corporation/corporation] governed by the laws of [the Province of]

(the “**Recipient**”)

WHEREAS Breakthrough T1D is a registered charity and not-for-profit corporation dedicated to finding a cure for people living with type 1 diabetes and funding research that may lead to innovation and evolution of treatments that improve the quality of life for people living with type 1 diabetes;

AND WHEREAS Breakthrough T1D has developed a program to further its mission and objects by funding Community Organizations (as defined below) for specific projects developed by such Community Organizations based on their specific knowledge, experience and expertise with a goal of helping to improve the mental health and lives of people living with type 1 diabetes or people affected by type 1 diabetes;

AND WHEREAS Breakthrough T1D wishes to grant the Recipient with Funds (as defined below) for the Project (as defined below) in accordance with the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Breakthrough T1D and the Recipient agree as follows:

1. DEFINITIONS

1.1 In the Agreement, the following terms will have the following meanings:

“**Agreement**” means this agreement entered into between Breakthrough T1D and the Recipient, all of the Schedules attached hereto, and any amending agreement entered into pursuant to section 15.10.

“**Allowable Costs**” means the following:

- (i) salaries and wages for personnel carrying out activities directly related to the Project;
- (ii) the purchase of equipment required to carry out the Project;
- (iii) supplies related the Project;
- (iv) economy travel expenses; and
- (v) other costs related to the Project as set out in the Budget.

“Applicable Privacy Laws” means all federal, provincial and state privacy laws, rules, regulations, directives, governmental requirements and industry standards applicable to Recipient or Breakthrough T1D, in each case as currently in effect or as they become effective, and as amended, updated, re-enacted or replaced from time to time; and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

“Application” means the information and documents submitted by the Recipient in support of its request for funds from Breakthrough T1D, including information relating to any eligibility requirements and credentials, whether submitted to Breakthrough T1D verbally or in writing.

“Budget” means the budget for the Project set out in Schedule “C”.

“Business Day” means any day other than Saturday or Sunday or any other statutory holiday in the Province of Ontario.

“Community Organizations” means the following:

- (vi) non-profit organizations;
- (vii) registered charities;
- (viii) municipalities
- (ix) research organizations or institutes;
- (x) educational institutions;
- (xi) publicly funded health and social services institutions; and
- (xii) Indigenous organizations including band council, tribal council, or a self-governing entity.

“Effective Date” has the meaning set out in the preamble.

“Event of Default” has the meaning set out it in section 12.1.

“Expiry Date” means the Project End Date, unless (a) this Agreement is terminated prior to the Project End Date in accordance with sections 2.3, 3.2, or 12.2, in which case the

Expiry Date will be the effective date of termination, or (b) Breakthrough T1D agrees in writing to extend the Expiry Date to a date that is later than the Project End Date in accordance with section 3.1, in which case the Expiry Date will be the date specified in the Notice provided by Breakthrough T1D to Recipient in accordance with section 3.1.

“Funds” means the money Breakthrough T1D provides to the Recipient pursuant to this Agreement.

“Indemnified Parties” means Breakthrough T1D and its affiliates and their respective directors, officers, members, employees, consultants and agents and their successors and assigns.

“Non-Allowable Costs” includes the following:

- (xiii) Salary and wages unrelated to the proposed project’s activities;
- (xiv) Travel over and above the lowest possible fare;
- (xv) funds for lobbying;
- (xvi) academic tuition fees;
- (xvii) general office supplies or equipment;
- (xviii) computers and laptops);
- (xix) financial analyst costs;
- (xx) accountant costs;
- (xxi) rent;
- (xxii) office telecommunications (including phone plans);
- (xxiii) advertising costs (unless related to promotion of a program associated with the Project);
- (xxiv) patent applications; and
- (xxv) indirect costs for fee-for-services, consultants, and contractors.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Participants” has the meaning set out in section 4.2.

“Parties” means Breakthrough T1D and the Recipient and **“Party”** means either one of them.

“Project” means the undertaking described in the approved application set out in Schedule “B”.

“**Project IP**” has the meaning set out in section 9.1.

“**Project End Date**” has the meaning set out in Schedule “A”.

“**Project Start Date**” has the meaning set out in Schedule “A”.

“**Reporting Requirements**” means the reports and activities described in Schedule “D”.

“**Term**” has the meaning set out in section 3.1.

2. FUNDS AND CARRYING OUT THE PROJECT

2.1 Funding. Breakthrough T1D will:

- (a) provide an amount equal to 70% of the Funds to the Recipient within 1 month of the Project Start Date;
- (b) provide an amount equal to 20% of the Funds to the Recipient within 1 month of the Recipient delivering a satisfactory 1-year Project Progress Report (as described in Schedule D) to Breakthrough T1D;
- (c) provide an amount equal to 10% of the Funds to the Recipient within 1 month of the Recipient delivering a satisfactory End-Of-Grant Progress Report and End-of-Grant Project Expenditure Report (as described in Schedule D); and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

2.2 Limitation on Payment of Funds. Notwithstanding section 2.1, Breakthrough T1D is not obligated to provide any Funds to the Recipient until the Recipient provides any supporting or ancillary documentation requested by Breakthrough T1D in writing in response to the Application.

2.3 Availability of Funds. Breakthrough T1D’s financial contributions hereunder are subject to the availability of Funds. Should Breakthrough T1D’s funding levels not be available or decrease due to unforeseen circumstances, Breakthrough T1D reserves the right to reduce, defer, or suspend payment of the Funds to the Recipient or terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

2.4 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project; and

- (c) spend the Funds only on Allowable Costs or as otherwise set out in the Budget, subject to section 2.7.

For the avoidance of doubt, none of the Funds will be spent on any Non-Allowable Costs.

- 2.5 **Change in Allowable Costs.** Breakthrough T1D may alter the above cost principles and policies in section 2.4 on a case-by-case basis which will be agreed upon in writing.
- 2.6 **Subcontracting.** The Recipient may delegate or subcontract all or any part of the Project to any person identified in Schedule “B” without the prior written consent of Breakthrough T1D. To the extent the Recipient wishes to delegate or subcontract all or any part of the Project to any other person, the Recipient must obtain the prior written approval of Breakthrough T1D. The delegating or subcontracting of all or any part of Recipient’s obligations set out in this Agreement to any subcontractor will not relieve the Recipient from any obligation or liability under this Agreement. To the extent the Recipient is unable to carry out the Project in accordance with the terms of this Agreement, the Recipient may assign this Agreement to a third party with the prior written consent of Breakthrough T1D.
- 2.7 **Change in Budget.** Any revision to the Budget may only be made with the prior written approval of Breakthrough T1D; provided that the Recipient may re-allocate up to 20 percent of the Funds between line items on the Budget without requiring the prior written approval of Breakthrough T1D.
- 2.8 **Project Timeline.** The Recipient acknowledges that it will take up the Funds and commence the Project within five Business Days of the Project Start Date. Recipient acknowledges that the timelines and other milestones set out in Schedule B have contributed to Breakthrough T1D’s decision to enter into this Agreement and make the Funds available to the Recipient. If the Recipient is not able to continue carrying out the Project for any period longer than one consecutive month during the Term or in any cumulative two month period during the Term, whether pursuant to changes in Recipient’s key personnel or otherwise, Recipient will be deemed to be subject to an Event of Default and must provide Breakthrough T1D with Notice of any such interruption or deferral of the Project and the details relating to such circumstance.
- 2.9 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
 - (a) do so through a process that promotes the best value for money; and
 - (b) comply with any applicable laws the Recipient is subject to relating to procurement.

3. TERM AND TERMINATION OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date (the “Term”). The Recipient may request an extension of the Term to change the Expiry Date to a date that is no more than six months after the Project End Date if additional time is needed in order to complete the Project by providing Notice to Breakthrough T1D. Any such Notice with a request to change the Expiry Date to a date that is later than the Project End Date must be received by Breakthrough T1D in writing at a minimum 60 days before the Project End Date and must set out the reason for the request.

The expectation of having Funds remaining on the Project End Date is not sufficient justification for Breakthrough T1D to agree to extend the Expiry Date to a date that is later than the Project End Date. Breakthrough T1D will have the right to accept or reject a request to change the Expiry Date in its sole discretion. If Breakthrough T1D agrees to accept the Recipient's request to change the Expiry Date to a date that is later than the Project End Date, Breakthrough T1D will provide Notice of its decision to the Recipient and the Expiry Date will be deemed to be the date specified by Breakthrough T1D as the Expiry Date in the Notice provided to the Recipient.

- 3.2 **Termination on Notice.** Breakthrough T1D may terminate the Agreement at any time without any liability, penalty, or costs by providing at least five days' Notice to the Recipient.
- 3.3 **Consequences of Termination on Notice by Breakthrough T1D.** If Breakthrough T1D terminates the Agreement pursuant to section 3.2, Breakthrough T1D may take one or more of the following actions:
 - (a) cancel further instalments of Funds;
 - (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient that have not yet been spent or incurred by the Recipient in accordance with the Budget.

4. **REPORTING REQUIREMENTS, ACCOUNTING AND REVIEW**

- 4.1 **Preparation and Submission.** The Recipient will:
 - (a) complete all Reporting Requirements to Breakthrough T1D in accordance with the timelines and content requirements as provided for in Schedule "D", or in such other form as may be specified by Breakthrough T1D in writing from time to time; and
 - (b) ensure that all Reporting Requirements are completed to the satisfaction of Breakthrough T1D.
- 4.2 **Personal Health Information.** Under no circumstance will Recipient provide Breakthrough T1D with any personal health information (as such term is defined under Applicable Privacy Laws) of any individual that Recipient provides health services to or that is otherwise involved with the Project (a "**Participant**"), including, for the avoidance of doubt, the name of any Participant or any other information that could identify a Participant. Without limiting the foregoing, no Report will include any personal health information.
- 4.3 **Record Maintenance.** The Recipient will keep and maintain:
 - (a) all financial records (including invoices) relating to the Funds, separately from its other funds in its books and records, and in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project;

for a period of at least 7 years.

- 4.4 **Inspection.** Breakthrough T1D or any of its authorized representatives may, at Breakthrough T1D's expense, upon five Business Days' Notice to the Recipient and during normal business hours, enter the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds, which may include inspecting, copying and removing any copies of documents referenced in section 4.3 or conducting an audit or investigation of the Recipient's expenditure of the Funds, progress on the Project, or both if Breakthrough T1D believes it reasonably necessary or appropriate to do so in connection with its own financial reporting requirements, to satisfy any legal obligation or to ensure compliance with the internal policies and procedures of Breakthrough T1D or its affiliates.
- 4.5 **Disclosure.** To assist in respect of the rights provided for in section 4.4, subject to section 4.2, the Recipient will disclose any information requested by Breakthrough T1D, any authorized representatives, or any independent auditor identified by Breakthrough T1D, and will do so in the form requested by Breakthrough T1D, any authorized representative, or any independent auditor identified by Breakthrough T1D, as the case may be.
- 4.6 **No Control of Records.** No provision of the Agreement will be construed so as to give Breakthrough T1D any control whatsoever over the Recipient's records.

5. COMMUNICATIONS REQUIREMENTS

- 5.1 **Acknowledge Support.** Unless otherwise directed by Breakthrough T1D, the Recipient will:
 - (a) acknowledge the support of Breakthrough T1D for the Project; and
 - (b) ensure that the acknowledgement referred to in section 5.1(a) mentions support from a "Breakthrough T1D CANADA 2026 Mental Health & T1D Community Grant", unless directed or approved otherwise by Breakthrough T1D.
- 5.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Breakthrough T1D. Any public announcement (i.e., press release, website, social media posting, public email announcement) relating to the Project's: funding by Breakthrough T1D, launch, results reporting, conclusion or other substantial or significant fact or announcement relating to the Project must be in a manner and form approved by Breakthrough T1D in writing.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1 **General.** The Recipient represents, warrants, and covenants as of the date hereof and for the duration of the Term that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has and its personnel and representatives have, and they will continue to have, the experience, expertise, licence, credentials, and active membership with the applicable health regulatory authority necessary, as applicable, to carry out the Project;
- (c) it is in compliance with, and will continue to comply with all applicable laws, including all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws and the policies, guidance and standards of practice published by the applicable health regulatory authority or College related to any aspect of the Project, the Funds, or both;
- (d) it will comply with any applicable Breakthrough T1D policies and procedures provided to the Recipient in writing;
- (e) the Project will not, and no part of the Funds will be used to, support research involving human subjects or any animal studies;
- (f) it will comply with applicable economic sanctions, anti-terrorism laws, and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the *Corruption of Foreign Public Officials Act*, and any provincial, federal, state or local laws that apply in the jurisdiction in which the Recipient is operating; and
- (g) unless otherwise provided for in the Agreement, any information the Recipient provided to Breakthrough T1D in its Application was true and complete at the time the Recipient provided it and will continue to be true and complete at all times during the Term.

6.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

6.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively and to complete the Project successfully;

- (e) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reporting Requirements; and
- (g) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

6.4 **Regulatory Matters.** The Recipient will notify Breakthrough T1D in writing immediately, and in any event within 24 hours, if the Project or any aspect of the Project does not comply with applicable law, including Applicable Privacy Laws, or if there are any inquiries, concerns, complaints or similar communications from any governmental authority or health regulatory body.

7. CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest. For the purposes of this section, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

7.2 **Disclosure to Breakthrough T1D.** The Recipient will:

- (a) disclose to Breakthrough T1D, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that Breakthrough T1D may prescribe as a result of the disclosure.

8. INDEMNITY

8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project, the Recipient's use of the Funds or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

9. INTELLECTUAL PROPERTY

9.1 **Intellectual Property Rights.** Breakthrough T1D acknowledges and agrees that:

- (a) nothing under this Agreement shall be construed or interpreted as transferring, assigning, or otherwise granting Breakthrough T1D with any interests in and to any of Recipient's intellectual property rights; and
- (b) Recipient will be the owner of all intellectual property developed by Recipient in connection with the Project and all derivatives, modifications, updates, and improvements to Recipient's intellectual property rights made by the Recipient or Breakthrough T1D under this Agreement (the "**Project IP**").

9.2 **License.** The Recipient hereby grants to Breakthrough T1D an irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free, perpetual licence, with the right to grant sublicences to others to use the content of the Reporting Requirements. Breakthrough T1D will notify the Recipient when it intends to grant a sublicense pursuant to the terms herein, and will identify the intended sublicensee to the Recipient. Breakthrough T1D will consider in good faith any reasonable concern or objection raised by the Recipient with respect to an intended sublicense.

9.3 **Project IP.** If the Recipient or its affiliates do not use the Project IP within six months of the Expiry Date to deliver its programming or services or as part of further development initiatives relating to mental health services or support programs for the type 1 diabetes community, whether or not the Project IP has been commercialized within such timeframe, the Recipient hereby grants to Breakthrough T1D an irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free, perpetual licence, with the right to grant sublicences to others to use any Project IP. Breakthrough T1D will notify the Recipient when it intends to grant a sublicense pursuant to the terms herein and will identify the intended sublicensee to the Recipient. Breakthrough T1D will consider in good faith any reasonable concern or objection raised by the Recipient with respect to an intended sublicense.

9.4 **Commercialization of Project IP.** The Recipient shall disclose to Breakthrough T1D in writing within six months of the Expiry Date any Project IP that may be commercialized that was conceived or first actually reduced to practice by the Recipient during the course of the Project.

- (a) **Acknowledgement of Support.** The Recipients shall ensure that Breakthrough T1D receives ongoing acknowledgement for a period of two years after the Expiry Date, if the commercialization of Project IP is successful, in accordance with section 5.1.
- (b) **Future Opportunities.** The Recipient will grant Breakthrough T1D the right to participate in future equity/financing opportunities, in which the Recipient has reserved a similar right, with companies founded involving Project IP and/or licensed or transferred to another entity. This includes companies formed by or incubated at the Recipient or independent of the Recipient, whose work stems from or builds on the Project. Recipient will notify Breakthrough T1D at least 60 days in advance if it plans to enter into an equity or financing arrangement related to the Project IP.

- 9.5 **Other Intellectual Property of the Recipient or Third Parties.** This Agreement does not apply to any patents, copyrights, trademarks, or other intellectual property of the Recipient that was not developed as part of the Project. Unless agreed to otherwise in writing, this Agreement does not apply to any patents, copyrights, trademarks, or other intellectual property owned by third parties and not developed as part of the Project.

10. CONFIDENTIALITY.

- 10.1 **Confidential Information.** For the purposes of this Agreement, a Party receiving Confidential Information (as defined below) is the “**Receiving Party**”, the Party disclosing such information is the “**Disclosing Party**”, and “**Confidential Information**” of Disclosing Party means any and all information of Disclosing Party or any of its licensors that has or will come into the possession or knowledge of Receiving Party in connection with or as a result of entering into this Agreement; provided that Disclosing Party’s Confidential Information does not include information that is: (i) established by evidence to have been already known to Receiving Party at the time of its disclosure to Receiving Party and is not known by receiving Party to be the subject of an obligation of confidence of any kind; (ii) independently developed by Receiving Party without any use of or reference to Disclosing Party’s Confidential Information, as established by evidence that would be acceptable to a court of competent jurisdiction; (iii) publicly available when it is received by or becomes known to Receiving Party or that subsequently becomes publicly available other than through a direct or indirect act or omission of Receiving Party (but only after it becomes publicly available); or (iv) received by Receiving Party in good faith and without an obligation of confidence of any kind from a third party who Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received. For the avoidance of doubt, the contents of Reporting Requirements are not Confidential Information.
- 10.2 **No Use of Confidential Information.** Receiving Party agrees that during the Term and at all times thereafter it will not use Confidential Information of Disclosing Party except as and to the extent required to exercise its rights or perform its obligations under this Agreement. Receiving Party may not alter or remove from any Confidential Information of Disclosing Party any proprietary legend. Receiving Party will take industry standard precautions to safeguard Disclosing Party’s Confidential Information, which will in any event be at least as stringent as the precautions that Receiving Party takes to protect its own Confidential Information of a similar type.
- 10.3 **Disclosure of Confidential Information.** Notwithstanding section 10.2, Receiving Party may disclose Disclosing Party’s Confidential Information: (i) to its personnel that have a “need to know” and that have entered into written agreements no less protective of such Confidential Information than this Agreement; (ii) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, Receiving Party promptly notifies Disclosing Party in writing of such required disclosure and cooperates with Disclosing Party to seek an appropriate protective order (and thereafter, only discloses such information in accordance with such protective order); (iii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential

Information in order to provide applicable professional advisory services in connection with Receiving Party's business; (iv) to such other recipients as Disclosing Party may approve in writing; or (v) in the case of Breakthrough T1D, to its consultants, agents, affiliates and subcontractors in order to administer the Funds.

- 10.4 **Loss or Unauthorized Access.** If Receiving Party becomes aware of any loss of or unauthorized access to Confidential Information, Receiving Party will promptly notify Disclosing Party and provide any information or assistance reasonably required by Disclosing Party relating to such loss or unauthorized access, including performing investigations to determine the source of such loss or unauthorized access.

11. INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain. Upon the request of Breakthrough T1D, Recipient will provide Breakthrough T1D a copy of its insurance policies.

12. EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

- 12.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of Breakthrough T1D, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds in accordance with the Budget; or
 - (iii) complete Reporting Requirements as required in this Agreement;
- (b) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (c) the Recipient fails to dedicate the time and resources necessary to continue carrying out the Project in accordance with section 2.8, whether or not Recipient provides notice of such failure; or
- (d) the Recipient ceases to operate.

- 12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, Breakthrough T1D may, at any time, take one or more of the following actions in addition to any other remedy available at law:

- (a) initiate any action Breakthrough T1D considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as Breakthrough T1D determines appropriate;
- (d) reduce or cancel further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient or an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement; and
- (f) terminate the Agreement at any time, including immediately, without liability, penalty or costs to Breakthrough T1D, effective upon giving Notice to the Recipient.

12.3 **Recipient not Remedying.** If Breakthrough T1D provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the notice period provided by Breakthrough T1D;
- (b) it becomes apparent to Breakthrough T1D that the Recipient cannot completely remedy the Event of Default within such time period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to Breakthrough T1D,

Breakthrough T1D may extend the time period to remedy the Event of Default or initiate any one or more of the actions provided for in section 12.2.

13. DEBT DUE AND PAYMENT

13.1 **Funds Upon Expiry.** The Recipient will, within 60 the Expiry Date, pay to Breakthrough T1D any Funds remaining in its possession or under its control.

13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) Breakthrough T1D demands from the Recipient the payment of any Funds; or
- (b) the Recipient owes any Funds or any other amount to Breakthrough T1D, whether or not Breakthrough T1D has demanded payment,

such Funds or other amount will be deemed to be a debt due and owing to Breakthrough T1D by the Recipient, and the Recipient will pay the amount to Breakthrough T1D within 60 days, unless Breakthrough T1D directs otherwise.

- 13.3 **Payment of Money to Breakthrough T1D.** The Recipient will pay any money owing to Breakthrough T1D by electronic funds transfer to the account specified by Breakthrough T1D in writing or such other method as Breakthrough T1D may request in writing from time to time, which may include cheque or wire transfer.

14. NOTICE

- 14.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, registered mail or private courier with tracking, or personal delivery and will be addressed to Breakthrough T1D and the Recipient respectively as provided for Schedule “A”, or as either Party later designates to the other by Notice.

- 14.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of registered mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, private courier with tracking or personal delivery, on the Business Day the Notice is delivered if the Notice is received prior to 5:00 p.m. local time and if the Notice is delivered after 5:00 p.m. local time or on a day that is not a Business Day, one Business Day after the Notice is delivered.

- 14.3 **Postal Disruption.** Despite section 14.2(a), in the event of a postal disruption:

- (a) Notice by registered mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, private courier, or personal delivery.

15. GENERAL

- 15.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

- 15.2 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article 14, ask the other Party to waive an obligation under the Agreement.

- 15.3 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 15.2 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

- 15.4 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of Breakthrough T1D, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

- 15.5 **Not Providing Mental Health Services.** The Recipient acknowledges that Breakthrough T1D is not involved in any way in the provision of any aspect of the Project or any mental health services that may be undertaken by mental health professionals in connection with the Project.
- 15.6 **No Assignment.** The Recipient will not, without the prior written consent of Breakthrough T1D, assign any of its rights or obligations under the Agreement.
- 15.7 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
- 15.8 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- 15.9 **Agreement into Effect.** The Recipient will provide such further assurances as Breakthrough T1D may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 15.10 **Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 15.11 **Rights and Remedies Cumulative.** The rights and remedies of Breakthrough T1D under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.12 **Entire Agreement.** This Agreement, together with the Schedules attached hereto and any amending agreement entered into pursuant to section 15.10, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.
- 15.13 **Interpretation.** For the purposes of interpretation:
- (a) words in the singular include the plural and vice-versa;
 - (b) words in one gender include all genders;
 - (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
 - (d) any reference to dollars or currency will be in Canadian dollars and currency; and
 - (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

- 15.14 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1 and any other applicable definitions, section 2.3 section 2.7, section 3.3, Article 4 (to the extent that the Recipient has not completed the Reporting Requirements), Article 5, Article 8, Article 9, Article 10, sections 12.1, Article 13, Article 14, Article 15.
- 15.15 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[signature page to follow]

The Parties to this Agreement have duly executed this Agreement as of the Effective Date.

BREAKTHROUGH T1D CANADA

By: _____
Authorized signatory

[LEGAL NAME OF RECIPIENT]

By: _____
Name: **[INSERT NAME]**
Title: **[INSERT TITLE]**

**SCHEDULE “A”
FUNDING INFORMATION**

Breakthrough T1D Grant Title	●
Amount of Funds	[\$35,000]
Project Start Date*	●
Project End Date**	●
Contact information for the purposes of Notice to Breakthrough T1D	Position: [Insert title] Name: [Insert name] Address: 235 Yorkland Blvd., Suite 1201 Toronto, ON M2J 4Y8 Email: [Insert email]
Contact information for the purposes of Notice to the Recipient	Position: [Insert title] Name: [Insert name] Address: [Insert address] Email: [Insert email]

* Project Start Date must follow the Effective Date by at least one Business Day.

** Project End Date should be no more than 18 months following the Project Start Date.

**SCHEDULE “B”
PROJECT**

See attached for approved application, which includes the details of the Project.

**SCHEDULE “C”
BUDGET**

See attached for the Budget included as part of the approved application.

SCHEDULE “D” REPORTING REQUIREMENTS

Reports

Name of report	Due Date
1. 6 Month Project Progress Report	<ul style="list-style-type: none">• 6 months from the Project Start Date
2. 1-Year Project Progress Report*	<ul style="list-style-type: none">• 1 year from the Project Start Date
3. 1-Year Project Expenditure Report*	<ul style="list-style-type: none">• 1 year from the Project Start Date
4. End-of-Grant Project Progress Report	<ul style="list-style-type: none">• Within 3 months of the Expiry Date
5. End-of-Grant Project Expenditure Report	<ul style="list-style-type: none">• Within 3 months of the Expiry Date
6. Virtual End-of-Grant Symposium	<ul style="list-style-type: none">• To be determined by Breakthrough T1D
7. Project Progress Updates by Videoconference call	<ul style="list-style-type: none">• As requested by Breakthrough T1D from time to time

All reports must be completed using Breakthrough T1D templates, to be provided within 60 days of the Project Start Date.

* If a project is completed earlier than 1-Year, the 1-Year Project Progress Report and 1-Year Project Expenditure Report can be replaced by the End-of-Grant Project Progress Report and End-of-Grant Project Expenditure Report.