



Lethbridge College




Isfahan University of Technology

This document outlines a collaboration agreement between Isfahan University of Technology and Lethbridge College. Lethbridge College and Isfahan University of Technology wish to establish a cooperative relationship in the area of irrigation and precision agriculture with the goal of creating positive outcomes for education and research at both institutions.

The attached collaboration agreement lays out the details of a first project that involves joint data analysis of subsurface drip irrigation experiments and a visit of selected students from Isfahan University of Technology to Lethbridge College.

The collaboration has been initialized by Dr. Mahdi Gheysari (Isfahan University of Technology) and Dr. Willemijn Appels (Lethbridge College).



Dr. Willemijn Appels
Mueller Applied Research Chair

Centre for Applied Research, Innovation, and
Entrepreneurship
Lethbridge College



Dr. Mahdi Gheysari
Associate Professor

Department of Water Engineering
College of Agriculture
Isfahan University of Technology

THIS AGREEMENT is effective the 7th day of August, 2020

BETWEEN: ISFAHAN UNIVERSITY OF TECHNOLOGY ("**University**"), being a post-secondary institution located in Isfahan, Iran

AND: THE BOARD OF GOVERNORS OF LETHBRIDGE COLLEGE ("**College**"), being a post-secondary institution located in Alberta, Canada

Mueller Student Mobility and Research Project Agreement

WHEREAS:

- A. the parties are post-secondary institutions of higher learning with the mandate and resources to conduct applied research; and
- B. the parties wish to collaborate on a student exchange and applied research project as described in **Schedule "A"** and referred to as the **Research Project**;

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Mueller Student Mobility and Research Project Agreement and the Schedules hereto (collectively, the "**Agreement**") sets out the mutual understandings of the parties as follows:

Relationship between the parties

- 1. The parties are not entering into an employment, contractor or agency relationship, a joint venture or a partnership, or creating any business entity by virtue of this Agreement or its subject matter.

Term and termination

- 2. This Agreement shall be effective for a period of two years from the effective date written above unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement for any or no reason by giving 30 days' written notice to the other party. All costs incurred and expenditures made prior to the expiry of the notice period shall be paid or reimbursed in accordance with this Agreement.

Responsibilities of the parties

- 3. Each party will carry out the tasks allocated to it in **Schedule "A"** and will provide the funding, human resources, materials, equipment, facilities, and other resources that are designated as its responsibility in Schedule "A". The Research Project will be carried out under the supervision of the individuals named in Schedule "A", at the location or locations named in Schedule "A".

University initial Sf

College initial [Signature]

Compliance with laws

4. Each party will obtain and maintain all regulatory and ethical licences, consents, and approvals necessary to allow it to carry out the tasks allocated to it in Schedule "A" and will carry out the Research Project in accordance with the laws, regulations, policies, and procedures that apply to its activities under this Agreement. Without limiting the foregoing, each party's health, safety, and security policies and procedures shall govern the activities that take place at that party's location.

Data-management practices

5. The parties agree to abide by the following good data-management practices:
- a) research data must be generated using sound scientific techniques and processes;
 - b) research data must be accurately recorded in accordance with good scientific practices by the people conducting the Research Project;
 - c) research data must be analyzed appropriately, without bias and in accordance with good scientific practices;
 - d) research data and the **Results** (meaning all information, data, techniques, know-how, results, inventions, discoveries, software and materials identified or first reduced to practice or writing or developed in the course of the Research Project) must be stored securely; and
 - e) data trails must be kept to allow people to reconstruct and demonstrate any conclusions made in respect of the Research Project.

Research Results

6. Although the parties will use reasonable endeavours to carry out the Research Project in accordance with this Agreement, the parties do not undertake that any research will lead to any particular result or Results. The parties agree to undertake the Research Project in accordance with the highest standards of scientific rigour and academic integrity. However, neither party makes any representation or guarantee to the other as to the integrity of the Results, and neither party shall be liable to the other party for any loss - including but not limited to loss of profits, revenue, data, contracts or opportunity, whether direct or indirect - resulting from reliance on the Results. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES THAT THEY MAY LAWFULLY DISCLAIM AS TO THE RELIABILITY OF THE RESULTS.

Intellectual property

7. This Agreement does not affect the ownership of any intellectual property rights in any background intellectual property or in any other technology, design, work, invention, software, data, technique, know-how or materials that are not Results. The intellectual property rights in them will remain the property of the party that contributed them to the Research Project. No licence to any intellectual property rights is granted or implied by this Agreement except as

University initial: S.F

College initial: Q

expressly set out in this Agreement. Each party represents that, to the best of its knowledge, the background intellectual property contributed by it is free from all charges, encumbrances, and rights of third parties.

Licence to use background intellectual property and the Results

8. Each party irrevocably grants the other party a royalty-free, fully paid-up, non-exclusive, worldwide licence to use the first party's background intellectual property and, to the extent that intellectual property rights in the Results vest in only one of the parties, the Results in order to carry out the Research Project. To this end, the parties will ensure that any third parties who are involved in the Research Project assign their intellectual property rights in the Results, if any, to one of the parties.

Further licence

9. Subject to the intentions expressed by Schedule "A", in addition to the licence granted by section 8, each party irrevocably grants the other party a royalty-free, fully paid-up, non-exclusive, worldwide, indefinite licence to use the Results for future research and in academic publications, presentations, seminars, tutorials, and lectures.

Indemnification

10. The College shall indemnify and hold harmless the University and its Affiliates from any and all claims, demands, loss, damages, judgments, actions, and costs whatsoever, including solicitor-client costs, that may arise directly or indirectly out of any wilful or negligent act or omission of the College or its Affiliates. The University shall indemnify and hold harmless the College and its Affiliates from any and all claims, demands, loss, damages, judgments, actions, and costs whatsoever, including solicitor-client costs, that may arise directly or indirectly out of any wilful or negligent act or omission of the University or its Affiliates.

Limit of liability

11. Notwithstanding section 11 of this Agreement, as between the parties, neither party shall be liable to the other in connection with any claim for any special, incidental, indirect, exemplary, punitive or consequential loss or damages, even if the party has been advised of the possibility of such loss or damages in advance.

Privacy

12. The parties acknowledge that the *Freedom of Information and Protection of Privacy Act* (Alberta) ("**Act**") applies to all records transferred to or collected, created, maintained or stored by the College under this Agreement. The parties agree to conduct themselves in a manner consistent with the Act in relation to the subject matter of this Agreement.

Confidentiality

13. The parties agree to be bound by certain terms regarding confidential information relating to this Agreement, as further detailed in **Schedule "B"**.

University initial: S-f

College initial: [Signature]

Public communications

14. Neither party may make any announcement to the general public as to the Research Project or use the other party's brand or logo in any public communication without the consent of the other party, which consent shall not be unreasonably withheld. Nothing in this section shall restrict either party from fulfilling its own reporting requirements pursuant to a research funding agreement.

Governing law and jurisdiction

15. This Agreement shall be construed, interpreted, and governed by the laws in force in Alberta. The courts of Alberta, including the federal courts sitting in Alberta or elsewhere in Canada, as the case may be, shall have exclusive jurisdiction to hear any dispute related to this Agreement. The parties hereby consent and attorn to the jurisdiction of such courts.

Assignment

16. Neither party may assign this Agreement without the consent of the other party to this Agreement.

Waiver

17. No indulgence or forbearance by a party shall constitute a waiver of that party's rights to insist on the full and timely performance of this Agreement. Only a written waiver given by one party to the other shall constitute a waiver of the first party's rights, and only to the extent of the waiver's express terms.

Force majeure

18. Delay in, or failure of, a party to carry out their obligations under this Agreement shall not be deemed to be a breach of this Agreement if such delay or failure results from circumstances beyond a party's control which render it impossible for the party to fulfil its obligations in a timely manner ("**a Force Majeure Event**"). Where a party claims the benefit of this clause, that party shall act reasonably to fulfil its obligations as soon as possible. A *Force Majeure Event* shall not relieve a party of its obligations, but only suspend them for the duration of the *Force Majeure Event*.

Contra proferentem and independent legal advice

19. Each party represents that it has had a reasonable opportunity to receive independent legal advice regarding this Agreement. The parties agree that this Agreement shall not be construed or interpreted in favour of or against either party based on the authorship of the Agreement.

Survival of terms

20. The parties' obligations under sections 11 through 15 of this Agreement shall survive the termination or expiry of this Agreement, as the case may be.

University initial: Sf

College initial: CA

Severability

21. If any provision of this Agreement is found to be illegal, invalid or unenforceable in whole or in part, such provision shall be severed from this Agreement and shall not affect the legality, validity or enforceability of the remainder of this Agreement, but rather the entire Agreement shall be construed as if it never contained the severed term or terms.

Entire agreement

22. This Agreement represents the entire agreement between the parties with respect to the subject matter of the Agreement. No party is entitled to rely on verbal or written representations made apart from this Agreement.

Precedence

23. In the event of any inconsistency between the body of this Agreement and its Schedules, the body of this Agreement shall govern unless the body of this Agreement specifies otherwise.

Headings

24. Headings in this Agreement are used for convenience of reference only and shall not be used to interpret or construe any provision of this Agreement.

Execution

25. This Agreement may be executed in counterparts and delivered electronically. Each counterpart shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

continued on next page

University initial: S.f

College initial: AC

Notices

26. All notices to be given pursuant to this Agreement shall be in writing and shall be hand-delivered or emailed as follows (phone numbers are provided as a means of communication only, not as a means of giving notice). A hand-delivered notice shall be deemed to be received on the day it is hand-delivered. An emailed notice shall be deemed to be received on the business day (any weekday except statutory holidays in Alberta and days on which the College is closed as outlined in its academic calendar) after it is sent.

Notice to the University:

Name	International & Scientific Cooperation Office (ISCO), Isfahan University of Technology, University Boulevard, Esteghlal Square, Isfahan, Islamic Republic of Iran, 8415683111
Email address	isco@cc.iut.ac.ir
Phone number	Tel: +98 31 3391 2505-6 Fax: +98 31 3391 2511

Notice to the College:

Name	Centre for Applied Research, Innovation, and Entrepreneurship, Lethbridge College, 3000 College Drive S, Lethbridge, AB, T1K 1L6, Canada
Email address	willemijn.appels@lethbridgecollege.ca
Phone number	Tel: +1 403 320 3202 ext 5278

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

University

S. Fakheran

Per: Dr. Sima Fakheran Esfahani
Director of International Scientific
Cooperation Center



College

Simon Griffiths

Per: Simon Griffiths
Vice President
Corporate Services and
Chief Financial Officer

University initial: _____

College initial: _____

SCHEDULE "A"
TO THE MUELLER STUDENT MOBILITY AND RESEARCH PROJECT AGREEMENT

A failure to comply with this Schedule "A" shall not constitute a breach of the Agreement, provided that reasonable efforts are made in good faith to comply. The parties may agree to modify this Schedule "A" in writing.

The objectives of the Research Project are to:

- engage in a joint experimental and modeling study focusing on
 1. the effectiveness of various irrigation technologies and management styles on the water use efficiency and nitrogen use efficiency of corn in arid climates
 2. the effectiveness of various fertilizer application methods on the water use efficiency and nitrogen use efficiency of corn in arid climates
- to explore a collaboration in the area of drone-based remote sensing for irrigation water management.

The Research Project will take place at the following location(s):

- The University's land for agricultural and irrigation research (Esfahan, Islamic Republic of Iran)
- The College's campus (Lethbridge, AB, Canada).

Tasks and timelines of the University:

- Perform plot experiments and associated sample analysis for objectives 1 and 2 (May 2019 – September 2019, May 2020 – September 2020).
- Preliminary statistical analysis of results of plot experiments (October 2019 – April 2020, October 2020 – April 2021).
- Discussion of remote sensing PhD project (January 2020 – December 2020).
- Preparation of scientific presentation and publication of the plot.
-

Tasks and timelines of the College:

- Preparation of invitation, travel, and accommodation for University students (three months before scheduled visit).
- Host two University students (Timing to be determined, due to COVID-19 health emergency and associated travel restrictions.)
- Discussion of remote sensing PhD project (January 2020 – December 2020).
- Preparation of scientific presentation and publication of the plot.

Key University personnel and their roles:

- Dr Mahdi Gheysari supervises the University students and directs the plot experiments and DSSAT modeling.

University initial: _____



College initial: _____



- Dr. Hamid Reza Eshghizadeh advises the University students and directs the planting of the plot experiments.

Key College personnel and their roles:

- Dr Rezvan Karimi will advise the University students on the statistical analysis of the experimental results and direct the writing of scientific publications based on these results.
- Dr Willemijn Appels will advise two University students during their visit to the College and provide feedback on the remote sensing project developed by the University's PhD student.

Human resources, funding, materials, equipment, and facilities contributed by the University:

- The experiments and sample analysis will take place at the University during the growing seasons of 2019 and 2020.
- Data collection and analysis will be performed by five Master of Science (MSc) students in the Department of Water Engineering of the University.
- A graduate project focusing on irrigation water management by drone remote sensing imagery is being developed by one PhD student at the University.

Human resources, funding, materials, equipment, and facilities contributed by the College:

- The University students visiting the College will be able to use the soil analysis and computer facilities of the Mueller Irrigation group (Centre for Applied Research, Innovation, and Entrepreneurship).
- Travel costs and accommodation for the two University students are covered by the Mueller Irrigation group to a maximum of \$6,000 per year.

Anticipated Results:

- Extracurricular experience for the visiting University students. The students will:
 1. be introduced to Canadian practices in irrigation and precision agriculture;
 2. perform advanced statistical analysis of data collected during the plot experiments under direction of Dr. Karimi;
 3. be trained in sensor-based irrigation management by means of datasets collected by the Mueller Irrigation group.
- Pathway for a long-term collaboration in the research area of irrigation in semi-arid and arid regions.

Anticipated academic publications and presentations:

- Two manuscripts for scientific journals, authored by students and faculty from the University and the College.

The equipment shall remain the property of the contributing party unless otherwise specified.

University initial: _____



College initial: _____



SCHEDULE "B"

Confidentiality agreement

THIS AGREEMENT (the "**Agreement**") made as of the ____ day of _____,
____ (the "**Effective Date**") between:

The Board of Governors of College of Agricultural Engineering, and having an office at
Isfahan University of Technology, University Boulevard, Esteghlal Square, Isfahan, Islamic Republic
of Iran, 8415683111
(hereinafter the "**University**")

and

The Board of Governors of Lethbridge College,
3000 College Drive South, Lethbridge, AB, T1K 1L6
(hereinafter the "**College**")

WHEREAS the University and the College (individually a "**Party**" or collectively the "**Parties**")
possess certain confidential information and materials relating to intellectual property, inventions,
improvements, technologies, discoveries, substances, biological materials, research materials, data,
studies, results, reports, descriptions, drawings, specifications, designs, compositions, know-how,
plans, formulations, methods, techniques, recipes, procedures, processes, formulae, products,
product information, equipment, manufacturing, marketing, investors, suppliers, licensors and
licensees, partners, affiliates, contractors, staff, students, clients, customers and potential customers,
personal information, legal information, financial information, technical information, operational
information, commercial information, trade secrets, confidential business information, and other
proprietary information, materials, data, experience, and knowledge (collectively referred to as the
"**Confidential Information**");

AND WHEREAS each Party expects that it may wish to exchange Confidential Information with the
other Party for the purposes of doing business with the other Party;

AND WHEREAS the Parties acknowledge and agree that such Confidential Information has pecuniary
and non-pecuniary value as a result of its confidence and, therefore, may be exchanged only if such
confidence is maintained;

NOW THEREFORE in consideration of the mutual covenants and promises herein described, the
Parties covenant and agree that:

Confidential Information and Agreement Details

- 1) The Parties acknowledge and agree that Confidential Information may be disclosed by one
Party (a "**Disclosing Party**") to the other Party (a "**Receiving Party**") from time to time during
the Term. The form, content, and amount of Confidential Information that is disclosed by a
Disclosing Party to a Receiving Party is completely within the discretion of the Disclosing Party.
- 2) Confidential Information that is disclosed by a Disclosing Party to a Receiving Party must be
kept confidential by the Receiving Party and will not be disclosed by the Receiving Party to any
person in any manner whatsoever, in whole or in part, regardless of how such information is
documented or disclosed by the Disclosing Party, whether such information is created jointly
or solely by the Disclosing Party, or whether such information is in existence as of the Effective
Date or created thereafter, unless expressly permitted in writing by the Disclosing Party.

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- 3) Neither Party will disclose to any person in any manner whatsoever, in whole or in part, the fact that this Agreement exists, information about the terms, conditions, or subject-matter of this Agreement, the fact that Confidential Information was or could have been made available to the other Party under the terms of this Agreement, or any other facts or information related to this Agreement (collectively referred to as the "Agreement Details"), unless expressly permitted in writing by the other Party.
- 4) The Parties will exercise at least a reasonable degree of care with respect to their obligations of confidentiality under paragraphs (2) and (3) of this Agreement.
- 5) Notwithstanding the foregoing, the Parties may disclose the Confidential Information and Agreement Details to certain "need-to-know" individuals, provided that such individuals are bound by contractual or professional obligations of confidentiality that are, at a minimum, substantially similar to those imposed on the Parties under the terms of this Agreement. Such individuals may include, without limitation: (i) directors, officers, employees, agents, and contractors of either Party whose duties justify the need to know such information; (ii) consultants and other third-parties engaged by either Party to evaluate or assess the Confidential Information; (iii) professional practising lawyers and accountants engaged by either Party; and (iv) government authorities or officers of the court as may be required by law, regulation, or court order, provided that the owner of such information has prior knowledge of the disclosure and is permitted the opportunity to oppose or limit such disclosure.
- 6) Confidential Information disclosed by a Disclosing Party to a Receiving Party must not be used by the Receiving Party to compete against the Disclosing Party or take advantage of the Disclosing Party. A Receiving Party must not reverse-engineer, disassemble, decompile, design around, disclose, distribute, publish, copy, reproduce, sell, lend, or manipulate the Confidential Information disclosed by a Disclosing Party to the Receiving Party.
- 7) Confidential Information that is disclosed by a Disclosing Party to a Receiving Party will remain the sole property of the Disclosing Party. The Parties agree that no disclosure of Confidential Information will be construed as a licence, assignment, or other transfer of any right, title, or interest in and to the Confidential Information to any person, by way of estoppel or otherwise.

Non-Confidential Information

- 8) For the purposes of this Agreement, the term "Confidential Information" shall not refer to non-confidential information that is:
 - a) lawfully in the public domain, other than as a result of disclosure by the Receiving Party in contravention of this Agreement;
 - b) disclosed to the Receiving Party by an independent third party who obtained the information lawfully and was not bound by a duty of confidentiality with respect to the information;
 - c) lawfully known to the Receiving Party prior to the receipt of Confidential Information from the Disclosing Party, provided that such prior knowledge can be substantiated;
 - d) lawfully and independently developed by the Receiving Party without reference to the Confidential Information disclosed by the Disclosing Party, provided that such independent development can be substantiated; and
 - e) disclosed by any person pursuant to law, regulation, or court order, provided that the owner of such information has prior knowledge of the disclosure and is permitted the opportunity to oppose or limit such disclosure.

University initial: _____



College initial _____



- 9) If a Receiving Party intends to disclose non-confidential information that either arises from or exists in relation to the Confidential Information or Agreement Details to a third party, including any person referenced in subparagraph (8)e) of this Agreement, the Receiving Party must disclose only the minimum amount of information that the Receiving Party is either permitted to disclose in accordance with the terms of this Agreement or required to disclose in compliance with any applicable law, regulation, or court order. If there is any ambiguity about whether the non-confidential information to be disclosed by the Receiving Party comprises or otherwise reveals Confidential Information of the Disclosing Party, the Receiving Party will seek the prior written consent of the Disclosing Party before disclosing the non-confidential information, which consent cannot be unreasonably withheld.

Warranty

- 10) THE PARTIES ACKNOWLEDGE AND AGREE THAT CONFIDENTIAL INFORMATION DISCLOSED BY A DISCLOSING PARTY TO A RECEIVING PARTY HEREUNDER IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY, OR GUARANTEE AS TO ITS OWNERSHIP, LICENCE, ACCURACY, COMPLETENESS, MERCHANTABILITY, SUITABILITY, UTILITY, OPERABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY OTHER REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

Indemnification

- 11) A Receiving Party will indemnify and hold a Disclosing Party harmless from and against all losses, claims, liabilities, damages, causes of action, judgements, costs and expenses, including legal fees on a solicitor-client basis and other professional fees, costs of court, amounts paid in settlement, or any other liability of any nature whatsoever, whether joint or several, caused by or arising out of, or in any way related to, any disclosure of the Confidential Information by the Receiving Party, or by any other person to whom the Confidential Information was given by the Receiving Party, in violation of the terms of this Agreement.
- 12) With respect to a Receiving Party and this Agreement, in the event that (i) criminal or quasi-criminal charges or proceedings are brought against the Disclosing Party, (ii) civil or administrative action is brought against the Disclosing Party, or (iii) any other proceeding is brought against the Disclosing Party including a complaint or grievance, the Receiving Party will cooperate with the Disclosing Party in any investigation or defence related to that proceeding. The Receiving Party further agrees to testify in any proceeding related to the Receiving Party and this Agreement, when so required, if requested by the Disclosing Party to do so. The Receiving Party's obligations under this paragraph continue indefinitely after termination.

Term and Termination

- 13) This Agreement will commence on the Effective Date and continue indefinitely until terminated by a Party hereto (the "Term").
- 14) Either Party may terminate this Agreement at any time by providing ninety (90) days' prior written notice to the other Party. Upon termination of this Agreement, a Receiving Party will promptly return all Confidential Information in its possession to the Disclosing Party along with written certification of the same. The Receiving Party must not retain any copies of

University initial:

Ad E. Johnson

College initial:

[Handwritten signature]

Confidential Information after termination, including those stored on backup computer systems.

- 15) Notwithstanding termination of this Agreement, both Parties' obligations with respect to confidentiality, warranty, and indemnification will survive termination of this Agreement for a period of seven (7) years.

General

- 16) This Agreement constitutes the entire agreement between the Parties regarding the Confidential Information and expressly supersedes all previous agreements made between the Parties regarding the Confidential Information. This Agreement may only be amended in writing by an authorized representative of both Parties hereto.
- 17) This Agreement is binding on the Parties and all of their affiliates, agents, directors, officers, and employees. Neither Party may assign its rights and obligations hereunder without the prior written consent of the other Party. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the Parties.
- 18) This Agreement is governed by the applicable legislation of the Province of Alberta and federal statutes of Canada. The courts of the Province of Alberta, including the federal courts sitting in Alberta, shall have exclusive jurisdiction to hear any dispute related to this agreement. The Parties hereby consent and attorn to the jurisdiction of such courts.
- 19) The Parties acknowledge and agree that Confidential Information may be subject to laws and regulations with respect to the import/export of information and the privacy of personal information defined therein. Notwithstanding anything contained in this Agreement to the contrary, the Parties will perform all actions that are necessary for them to satisfy and comply with such laws and regulations including, without limitation, the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25.
- 20) If any of the terms of this Agreement are deemed to be unenforceable, such unenforceability will not render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular unenforceable term or terms and the rights and obligations of the Parties hereunder will be construed and enforced accordingly. If any term of this Agreement is determined to be unenforceable, the Parties intend that any such term be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be enforceable.
- 21) The Parties acknowledge and agree that Confidential Information has pecuniary and non-pecuniary value as a result of its confidence and that a Disclosing Party will suffer irreparable harm if a Receiving Party breaches its duty of confidentiality under the terms of this Agreement. In the event of any such breach, the Receiving Party agrees that the Disclosing Party is entitled to preliminary and permanent injunctive relief, in addition to any other remedy that may be available at law or in equity.

Acknowledgment

- 22) By signing below, each Party acknowledges that it has received, read, and agrees to all of the terms and conditions contained in this agreement and warrants that the individual affixing his or her signature hereto has the authority to bind the Party to those terms and conditions.

University initial: _____



College initial: _____



IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date first written above.

COLLEGE

Per:



Name: Simon Griffiths
Title: Vice President
Corporate Services and
Chief Financial Officer

UNIVERSITY

Per:



Name: Prof. Jahangir Abedi-Koupai
Title: Head of College of Agricultural Engineering

University initial: _____



College initial: _____

