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**MEMORANDUM OF UNDERSTANDING (the “MOU”)**

**-------------------------------------------------------------------------------------------------**

**BETWEEN:**

**[Name of the Community hosting the Living Lab [*option a*]****, or Name of Organization or Parent Company [*option b*]]**, reg. no. (at **[Registering Authority]**) **[Registration Number]****[N/A as applicable]** duly authorized for the purposes hereof,

(Hereinafter referred to as “**[Short Name]**”);

**AND**:

**CONCORDIA UNIVERSITY**, a corporation duly incorporated by the Concordia University 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, Quebec, H3G 1M8, (hereinafter referred to as Concordia) herein acting and represented by [Name], Vice-President Research and Graduate Studies, duly authorized to sign the present Agreement on behalf of Concordia as she so declares, AND highlighting the unique position of Volt-Age (hereinafter referred to as Volt-Age), a pioneering research program that is notably hosted at Concordia University, focusing on accelerating carbon-neutral goals in Canada by 2050 through research in energy storage and electrification of transportation.

(Hereinafter jointly referred to as the “Parties” or individually as a “Party”)

**PREAMBLE**

**WHEREAS** Volt-Age, is a research program supported by a $123 million Canada First Research Excellence Fund (CFREF) and is hosted at Concordia University;

**WHEREAS** Volt-Age is represented by Dr. Karim Zaghib, CEO of Volt-Age and Professor at Concordia in the Department of Chemical and Materials Engineering;

**WHEREAS** **[Short name]**, [*option a*] a community in [**Community location**]      that are able, willing, and committed to establishing a Living Lab and hosting [**Project Title**]      OR [*option b*] a prominent entity in the field of **[Field or Technology]**, focused on **[Partner Focus, for either *option a* or *option b*]**,

**WHEREAS** the Parties see benefits, for themselves, for research and development and for the public—in the Province of Québec, in Canada, and internationally—in increasing their collaboration in these areas, with a specific emphasis on the role of Concordia University as a nurturing ground for Volt-Age;

**WHEREAS** each Party recognizes the specificity and autonomy of the other Party with a special acknowledgment of the partnership between Volt-Age and Concordia University that facilitates this MOU.

**THE PARTIES AGREE AS FOLLOWS**:

1. The Parties hereby enter into this MOU for the purpose of expressing their interest to work together in order to pursue the Opportunities outlined in Article 3 and, if the Parties both choose to do so, to negotiate specific agreements on a case-by-case basis regarding these Opportunities. It is understood that this MOU does not create an obligation for the Parties to pursue any particular Opportunity or to enter into any specific agreement.

2. The goal of the MOU is to leverage the complementary strengths of the Parties with a significant focus on the research facilitated by the hosting of Volt-Age at Concordia with the following objectives of: **[COLLABORATION FRAMEWORK]** **PLEASE ATTACH AS A SEPARATE SHEET**

3. The Parties recognize the shared benefits on joint research concerning **[PROJECT FOCUS]** where Parties have agreed to this MOU.

**ARTICLE 4: OBJECTIVE**

4.1 This MOU aims to establish a general framework for the Parties intending to carry out common activities and to jointly evaluate opportunities specifically relating to [**Project Title**]     , including:

**- [FOCUS 1]**

**- [FOCUS 2]**

**- [FOCUS 3]**

(Each as an “Opportunity” and collectively the “Opportunities”) **NOTE: IF THERE ARE ADDITIONAL FOCI, PLEASE ATTACH AS A SEPARATE SHEET**

**ARTICLE 5: COMMITMENTS**

5.1 This MOU does not create any obligation for a Party to present any Opportunity to the other Party

5.2 Complete if applicable: If [**Project Title**]      is selected for funding by Volt-Age through the Living Lab or Impact Project Call, [**Short Name**]      agrees to transfer a cash contribution of [**Amount**]      to Volt-Age on [**Date**]     .

5.3 Complete if applicable: If [**Project Title**]      is selected for funding by Volt-Age through the Living Lab or Impact Project Call, [**Short Name**]      agrees to make the following in-kind contribution to the project: [**In-Kind Contributions**]     .

**ARTICLE 6: COORDINATION OF ACTIVITIES**

6.1 To successfully achieve the objectives of this MOU, a project office (hereinafter the “Project Office”) is established, and each Party shall appoint a member to it.

6.2 Either Party may propose and submit specific activities to the Project Office at any time for evaluation (hereinafter a “Proposal”).

6.3 If the Project Office agrees to implement a Proposal, the Parties shall enter into a legally binding agreement incorporating appropriate provisions, depending on the nature of the activities agreed upon in the Proposal (hereinafter an “Agreement”).

**ARTICLE 7: FUNDAMENTAL VALUES**

7.1 The Parties wish to share their knowledge and experience to foster cooperation between them with the goal of identifying research areas, designing joint programs, all in accordance with their respective policies and practices of good governance.

7.2 The fundamental values that will govern the relations between the Parties are:

- a flexible and efficient decision-making business structure at the Project Office;

- the security of exchanges;

- the quality of services;

- efficiency.

**ARTICLE 8: DURATION**

8.1 This MOU shall come into effect from the date of the signature of the last Party hereto, herein referred to the “Effective Date” and shall remain in effect for five (5) years from the effective date, unless extended by mutual written agreement of the duly authorized representatives of the Parties.

8.2 Either Party may terminate this MOU with three (3) months advance written notice to the other Party.

8.3 Neither Party shall, upon termination of this MOU, have any further obligation or responsibility hereunder but any specific agreements with respect to an Opportunity shall remain in effect unless it expires or is earlier terminated in accordance with the applicable specific agreement.

**ARTICLE 9: CONFIDENTIALITY**

9.1 Each Party will treat shared information marked as proprietary or confidential such as internal strategic documents, including any specific educational and research projects related to the Opportunities (the “Confidential Information”), as confidential. The following information shall not be Confidential Information:

a. Information, which is in or comes into, through no fault of the receiving Party, the public domain, public literature or otherwise specifically known generally;

b. Information which is known to the receiving Party prior to receipt under this MOU, as shown by written proof;

c. Information that is independently developed by the receiving Party as shown by written proof; or

d. Information disclosed to the receiving Party without restriction by a third party not in breach of this MOU or any agreement.

9.2 Parties will protect each other’s confidential information as their own.

9.3 There is no obligation to share any specific information under this MOU.

9.4 If required by law to disclose Confidential Information, the receiving Party must notify the disclosing Party immediately and collaborate to limit disclosure, the receiving Party shall forthwith notify the disclosing Party before disclosure and, upon request of the latter, shall cooperate with the disclosing Party, at the disclosing Party’s sole expense, in contesting such disclosure.

9.5 Upon MOU termination, all confidential information must be either returned or destroyed as specified by the disclosing party.

9.6 The disclosing party offers no warranties on the accuracy or quality of the confidential information. Any Confidential Information or proprietary information received by the receiving Party hereunder remains the property of the disclosing Party.

9.7 This confidentiality undertaking shall survive the termination of the MOU and shall remain in force for a period of three (3) years thereafter.

9.8 Notwithstanding the above, the parties shall have the permission to disclose the existence of this MOU and certain high-level key information of the content of this MOU to potential investors and financiers subject to such parties being bound by strict non-disclosure agreements.

9.9 Each Party agrees not to use the other party’s logos, trademarks, or visual identity, which requires prior written approval from the duly authorized representative of the other Party. Public statements about the MOU need mutual agreement.

9.10 This MOU does not create any agency or partnership relationship, and neither party may act as a representative of the other.

**ARTICLE 10: FINAL PROVISIONS**

10.1 All notices under the terms of this MOU shall be given in writing and sent by registered mail, courier, e-mail with acknowledgement of receipt, or shall be delivered by hand to the following points of contact for the Parties, or such other point of contact as may be communicated by a Party to the other Party in writing in accordance with this Article. In accordance with Article 7.1., 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.

**If to the Concordia University:**

1455 De Maisonneuve Blvd. W. GM 900 Montreal, Quebec, Canada H3G 1M8

Dr. Karim Zaghib CEO Volt-Age,

Professor in the Department of Chemicals and Materials Engineering Building S-EV 3.157

Phone: 514-848-2424 ext 7017

Email: karim.zaghib@concordia.ca

And a copy to:

David Nguyen

Director of Research Agreements and Intellectual Property

Phone: 514-848-2424 ext. 4590

Email: david.nguyen@concordia.ca

**If to [Short Name]:**

**[name, address, phone number, email]**

10.2 Neither Party shall delegate or assign any of its rights, duties or responsibilities under this MOU without the prior written consent of the other Party.

10.3 This MOU shall not be modified or amended except by mutual consent, in writing by the duly authorized representatives of the Parties.

10.4 The Parties hereto have requested that this MOU, all correspondence and documentation relating to this MOU, be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toutes correspondances et documentation relative à cette entente soit rédigées en langue anglaise.*

10.5 This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted in electronic form, including without limitation a PDF file, shall be acceptable to bind each Party and shall not affect the validity of the MOU in any way.

Emphasizing the cooperative framework, this MOU outlines the responsibilities, confidentiality agreements, and the duration of the agreement with a clear understanding of the critical role that Concordia plays in hosting Volt-Age, facilitating a unique environment for collaborative innovation and educational excellence.

**IN WITNESS WHEREOF,** the Parties hereto have caused this MOU to be signed by their respective duly authorized representatives effective as of the date of the last written below.

**Concordia University External Partner**

**Concordia University External Partner**

**Date:** **Date :**

**Tim Evans [Partner Name]**

**Vice-President, Research [Partner title & Affiliation]**

Innovation & Impact

**Acknowledged by Volt-Age :**

**Karim Zaghib**

**CEO of Volt-Age**

**Professor Chemistry and Materials Engineering**

**Concordia University**