

Client Programs and Services Agreement

This Agreement is entered into as of _____.

BETWEEN:

The Governing Council of the University of Toronto, as represented by the University of Toronto Mississauga's ICUBE initiative, located at 3359 Mississauga Road,

Mississauga, Ontario L5L 1C6, Suite KNL1240 ("ICUBE")

– and –

Legal Company Name or Entrepreneur's Name: _____

presently located at: _____

("the Client" or "you")

RECITALS:

A. ICUBE has been established to, among other things, (i) accelerate the creation, growth, and maturing of sustainable new companies and, (ii) expose University of Toronto Students to new experiential and work integrated learning opportunities.

B. ICUBE provides qualifying individuals, corporations and other entities access to training, mentoring services, facilities and administrative services (together with objectives set out in article A above, the "Services").

C. The Client, having been accepted by ICUBE into an ICUBE-led program, wishes to access some or all of the Services and, accordingly, enters into this Agreement on the basis herein set forth.

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

Co-Working Space

ICUBE may offer co-working space (the "Space") to the Client subject to the availability of the Space. This Space is available by T-card access only. If you would like access – Please send your First Name, Last Name, and UtorID to the Program Coordinator, icube.utm@utoronto.ca. It is expected that the Client respects the Space and keeps it clean. The Client shall be held accountable for any damage, theft, or vandalism committed by it in the Space and shall be

required to indemnify ICUBE for any losses arising from such actions. In addition, any damage, theft or vandalism by the Client in the Space shall give rise to disciplinary action up to and including termination of the relationship with ICUBE. ICUBE requests that if the Client borrows something, such item is returned within the time specified by ICUBE.

Confidential Information

The Client is required to sign a **Non-Disclosure Agreement (NDA)** (set out as Schedule A hereto) which sets out the requirement that the Client not disclose confidential information it may obtain in the Space or as a result of its participation in the ICUBE program. Because the Space is shared by various teams associated with ICUBE and confidential information may be disclosed in the Space, the Client warrants that it shall not admit any person into the Space who, to its knowledge, has not signed an NDA with ICUBE materially similar to that in Schedule A.

Code of Conduct

The Client hereby warrants that it shall abide by all applicable terms of the Code of the Conduct, set out as Schedule B hereto. In the event that Client fails, in the sole determination of ICUBE, to abide by the terms of the Code of Conduct, ICUBE reserves the right to impose reasonable disciplinary action against the Client up to an including termination of the relationship contemplated herein.

Surveys and data collection

ICUBE may collect and use data gathered from surveys or intake forms for the purpose of improving its products and services. ICUBE and the University of Toronto shall not disclose any such information in a form that personally identifies the Client.

Endorsements and Advertising

The Client agrees and warrants that it shall not, without prior written consent of the authorised person of the University of Toronto, imply verbally or in writing, in any statement spoken or published anywhere and in any medium, that its company, product, or technology has been endorsed by ICUBE, Institute for Management & Innovation, the University of Toronto, or any affiliate thereof.

The Client is not authorized, without prior written consent of the University of Toronto and ICUBE, to use any names, logos, or trade-marks or official marks of the University of Toronto or ICUBE, whether registered or not.

The Client shall seek authorization from the authorized person of the University of Toronto before it engages in any marketing at any property belonging to the University of Toronto, including in the Space.

Indemnification

The Client agrees to indemnify and hold harmless ICUBE and the University of Toronto (and their respective governors, directors, officers, managers, employees, partners, affiliates, agents, successors and assigns) (together, the “Indemnified Parties”) from and against any and all losses, liabilities, deficiencies, costs, damages and expenses (including, without limitation, reasonable attorneys’ fees, charges and disbursements) incurred by the Indemnified Parties as a result of the Client’s breach of any term of this Agreement or any negligence or wilful misconduct by the Client in the Space.

The ICUBE Program

Entrepreneurial Curriculum

ICUBE has created an entrepreneurial curriculum (ICUBE SIDE Guides) using industry best practices. This curriculum is offered for free to participants of the program – and asked that they are completed and submitted back to the Program Coordinator, icube.utm@utoronto.ca and the Entrepreneur-in-Residence for feedback. We can only help you if we know what is going on – and what you’re doing, so please keep us informed.

Entrepreneur Training

ICUBE will host workshops and other training sessions designed to help entrepreneurs develop the skills that they need in order to run a business. You will be invited and encouraged to attend these workshops by the ICUBE team. Workshop attendance will count as program participation towards the eligibility criteria for various Pitch Competitions at ICUBE, and also will be considered when matching The Client with mentors.

Advisory and Mentorship Services

ICUBE has many internal mentors who are available to meet the Client. Mentor matching will occur at ICUBE’s discretion, not the Client’s. ICUBE shall use reasonable efforts to provide certain mentoring services to clients. ICUBE has many volunteer advisors and mentors profiled on its website. If you are interested in meeting them for a few hours and getting help, you should contact the Program Coordinator.

If you meet with an advisor, please note that it is important to realize that you are currently building your professional network and everyone you work with are valuable and should be treated as such.

ICUBE Mentors were hand selected for skills that we see assisting with launching companies. Please do your best to attend all workshops they host as well as office hours.

3D printing

3D printing is available to the Client. You can use the 3D printer for learning or for prototyping if your venture is creating a hardware product. Utilization of the 3D printer requires individuals to attend a 30-minute training session with the Program Coordinator, and independent use of the printer is granted at the discretion of the Program Coordinator. Client warrants that it shall use the 3D printer in compliance with the law, all applicable University of Toronto Policies, and in a manner that respects the intellectual property rights of all third parties.

Events

ICUBE hosts both internal and external events. Program events featuring external speaker sessions take place at the University of Toronto Mississauga every two weeks, as well as internal team collaboration sessions so that teams can help each other and learn as a group.

By signing below, the Client acknowledges having read and understood the contents of this agreement, and have been given full opportunity to discuss the services ICUBE provides as well as the rules and expectations as a participant in the program.

This agreement provides the signatories with access to the ICUBE service for the following term:

February 1st, 20** to April 31st, 20**

The Client:

Date: _____

First & Last Name: _____

Signature: _____

Director, ICUBE

Date: _____

First & Last Name: _____

Signature: _____

Schedule A
MUTUAL CONFIDENTIALITY AGREEMENT

This mutual confidentiality agreement (the “Agreement”) is made effective
February 1st, 2020, and is made between

- and -

The Governing Council of the University of Toronto, as represented by the University of
Toronto Mississauga’s ICUBE initiative

and sets out the terms under which the parties will mutually disclose Confidential Information related to a business idea or start-up for the purpose of a potential business opportunity, training, and all services mentioned in the Client Programs and Services Agreement.

Intending to be legally bound, the parties agree to exchange certain propriety information as follows:

1. In this Agreement, confidential information (hereinafter “**Confidential Information**”) means any information, which is non-public, confidential or proprietary in nature, including, without limitation, business information, trade secrets, know-how, and any information related to any program offered by ICUBE in which is a signatory to this Agreement participates (“the Program”) which is (i) conveyed by one party to the other, or (ii) is received by a Program participant within the ICUBE co-working space regardless of the source, whether written, oral or in electronic form, which a reasonable person would consider confidential , but shall not include information that:
 - a) is or becomes generally available to the public through no fault of the receiving party or any affiliate to which such Confidential Information was disclosed;
 - b) is rightfully received from a third party without similar restriction or without breach of this Agreement;
 - c) the receiving party is able to demonstrate, in writing, was known to it on a non-confidential basis before such information was disclosed; or
 - d) was independently developed by the receiving party without the use of any of the Confidential Information of the disclosing party.

2. In consideration of the disclosure of Confidential Information by the disclosing party:



- a) For a period of three (3) years from the date of disclosure, each party in its capacity as the “receiving party” agrees to maintain in confidence all Confidential Information disclosed by the disclosing party with the same degree of care as it normally takes to preserve its own confidential information of similar grade, but in any event, no less than a reasonable degree of care;
- b) The receiving party will only use the Confidential Information for the purpose of the Program;

And

- c) The receiving party may only disclose Confidential Information to persons with a “need to know” who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein.
3. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or pursuant to a court order, provided that prior to such disclosure the receiving party agrees to give the disclosing party prompt notice of the request for disclosure to allow the disclosing party sufficient time to make a reasonable effort to obtain a protective order or other appropriate remedy to prevent such disclosure.
 4. Nothing contained in this Agreement shall be construed as granting or conferring any rights, either express or implied, under any intellectual property rights, or any rights to use any Confidential Information made available hereunder other than for the limited purposes specified.
 5. Nothing contained in this Agreement shall obligate the parties either to negotiate or enter into any future business arrangement. If, as a result of the discussions contemplated under this Agreement, the parties decide to enter into a business arrangement, then such arrangement will be the subject of a separate negotiation between the parties.
 6. In providing Confidential Information, the disclosing party makes no representation or warranty, express or implied, as to its adequacy, sufficiency, fitness for any purpose or freedom from defect of any kind, including, without limitation, freedom from patent infringement that may result from use of the Confidential Information.
 7. Subject to section 2 hereof, this Agreement is effective from the Effective Date and shall remain in full force and effect until the earlier of: i) 3 years of the Effective Date; or ii) termination in writing by either party by giving 30 days written notice to the other party.



8. Upon termination of this Agreement, the recipient will promptly return to disclosing party or destroy (and certify to such destruction) the Confidential Information and all copies thereof. However, the recipient may retain one (1) copy for the sole purpose of documenting compliance with this Agreement. Any oral or visual Confidential Information incapable of return or destruction to receiving party will continue to be subject to the terms of this Agreement.

9. Termination or expiry of this Agreement shall not affect the rights and obligations arising under this Agreement with respect to Confidential Information disclosed prior to termination or expiry, including without limitation the three (3) year confidentiality period set forth in Section 3(a).

10. This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF by signature of their respective authorized officers, the parties agree to be bound by the terms of this Agreement.

Applicant

Assistant Director, ICUBE UTM

Date

Date

Signature

Signature

Schedule B **Code of Conduct**

Take your time reading through these membership guidelines and don't hesitate to contact us if you have any questions or concerns. We're excited to support, amplify, and grow your entrepreneurial ventures.

ICUBE Code of Conduct

Being a part of a co-working space offers an unparalleled opportunity to network with and learn from other startups. The spirit of ICUBE is one of connecting, sharing, collaborating, and learning from each other and being respectful of others at all times. We encourage you to get actively involved in the community – introduce yourself to others, participate in our online Slack community, and attend events.

These guidelines flow from our values. Rather than providing an exhaustive rule-book, our goal is to empower all members to be good stewards of our coworking community and the space we share.

This code of conduct captures certain of the most relevant aspects of policies applicable to members of the University of Toronto community in general, and IMI in particular. These include, without limitation, the IMI Code of Student Professionalism, please refer to IMI's code of professional conduct for students: <https://www.utm.utoronto.ca/imi/code-student-professionalism> and The University of Toronto's code of civil conduct and harassment <https://www.utm.utoronto.ca/equity-diversity/related-policies-agreements-guidelines> (together, "University Policies"). However, in the event of a conflict between this document and the University Policies, or in the event that this document is silent about a matter addressed in the University Policies, the University Policies shall govern. All policies are available at: <https://www.utm.utoronto.ca/equity-diversity/related-policies-agreements-guidelines>

ICUBE reserves the right to revoke privileges and access to membership benefits at any time if, in ICUBE's sole determination, a member violates the code of conduct or behaves in a way that reflects negatively on ICUBE or University of Toronto.

1. USE OF SPACE AND RESOURCES

- **Community and Space**

We expect all our members to co-create a productive, welcoming, collaborative and enjoyable community for all. This starts with leaving the workspace as if nobody used it, throwing away your trash, etc. Coworking is not just a space with resources, but also being part of a community. Participate in an authentic and proactive way, exercising consideration and respect in your speech and actions.

- **Privacy and Intellectual Property**



Respect the privacy and property of all members and third parties and be careful not to disclose information that other members may not wish for you to share publicly. Sharing ideas is a large part of the incubator experience, and we want to encourage our members to feel free to share their ideas with colleagues in order to spur creativity. However, if one member's idea is disclosed to the public or used by another, trust among our members erodes and they will be less inclined to share their ideas.

- **Coworking Etiquette**

Be kind, courteous and respectful with all members of the University of Toronto community, including other entrepreneurs, staff, students, and community. The ICUBE Coworking space is intended to be an open workspace. Whether talking, eating, or otherwise engaging, please be mindful of the people around you. Feel free to introduce yourself to any other entrepreneurs in the space. However, for phone calls or team meetings, please utilize the maker space or book a study room.

- **General Conduct**

ICUBE is committed to providing a positive experience that is free of harassment, discrimination and bullying. Any members who are found to be behaving outside of the appropriate bounds of conduct will have access and privileges revoked.

Harassment includes, but is not limited to:

- Verbal comments that reinforce discrimination
- Sexually-charged jokes, statements, or comments.
- Creation or display of sexual images in public spaces.
- Deliberate intimidation, stalking, or unwanted following.
- Harassing photography or video/audio recording.
- Inappropriate physical contact.
- Invasion of personal space.
- Unwelcome sexual attention.
- Advocating for, or encouraging, any of the above behavior.

2. REPRESENTING ICUBE

If you have the opportunity to meet with a professional partner, mentor or advisor, please remember that you are affiliated with ICUBE and are leveraging our network and reputation in order to access those services.

- Come prepared and arrive on time to any arranged calls or meetings. Do your own research in advance so you can use your time respectfully and efficiently.
- Comport yourself in a professional manner, and treat all ICUBE community members with respect.
- Thank anyone you are connected to for their time, expertise and contributions.



- Use best judgement in terms of what is appropriate to ask for and operate within the bounds of the expressed purpose of the meeting. Do not try to gain additional free services, make unprompted sales pitches, or add other unexpected pressures that go beyond the stated purpose.
- Never ask any ICUBE partner to do anything that would be illegal, unethical, or represent a conflict of interest.
- Remember that ICUBE and our partners are not responsible for your business' success or reputation. Only you are responsible for the results of your own venture. Always seek a variety of opinions and ultimately act in the best interest of your own venture. You are ultimately responsible for the results and actions of your own company.

If you believe a partner you have spoken to has in any way acted outside of this code of conduct, please let ICUBE staff know. We are committed to protecting and advocating on the behalf of our members and will take any complaints seriously.

While your behavior reflects on ICUBE, you should never imply that you represent ICUBE or imply that ICUBE or the University of Toronto endorses any business, product, or technology you are developing.

3. ONLINE ETIQUETTE

In an increasingly online world, ICUBE advising and mentor calls will commonly be done remotely via Zoom, Google Hangouts, or through other online platforms. When using remote work platforms, all points about representing ICUBE above apply. In addition:

- Appropriate attire is expected – dress as you would if you were to meet the partner in person.
- Be mindful of the environment in which you are taking the call and do your best to ensure that the visible space is as professional as possible.
- Test your camera and audio connection before the call to ensure the process is as efficient as possible.
- If you are uncomfortable being on camera, or are not able to ensure that the space or your attire is appropriate, join the call with voice only. That is completely acceptable, and you should never feel pressure to appear on camera.

4. EQUITY, DIVERSITY & INCLUSION

ICUBE is committed to promoting diversity in our teams, ensuring every cohort accurately reflects our community, welcoming of all people regardless of gender, sexual orientation, ability/disability, race and age, and actively creating space for marginalized change-makers and under-represented disciplines.

ICUBE will immediately revoke privileges and access for any members who:



- Exclude any group from employment, participation, or service due to race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability
- Intentionally or unintentionally harm, demean, or negatively affect any group
- Harass or disrespect any member of the ICUBE community
- Undermine University of Toronto's academic integrity
- Participate in activities that are illegal in nature

There is no place at ICUBE for language that is openly or casually degrading to a person or group. Any words or phrases, no matter how seemingly innocuous, that perpetuate negative stereotypes and communicate exclusion are not allowed. Some of these can be subtle and said without any ill-will, which is why we encourage participants to examine their own language and use this guide as an opportunity for learning.

Inclusive Language

As language is both a reflection of and a contributor towards culture, we do ask that all participants use language that demonstrates the best aspects of a positive culture and avoid language that could alienate or disparage others. This means we ask that you follow these guidelines for what constitutes disrespectful language.

Racism

Racism is deeply rooted across societies globally, exists among all social classes, and is connected to a long history of violence, oppression, and domination. Addressing individuals or a group of people in a diminutive, derogative, or malicious way based on their (assumed) race and ethnic background is racist, disrespectful, and harmful. We do not tolerate any racist behavior, slurs, statements, or jokes.

Ableism

Words like “crazy,” “dumb,” “insane,” or “lame” are examples of language that devalues people who have physical or mental disabilities. Many people use these words not because they seek to be hurtful, but because they are attempting to describe something they perceive to be outside of the norm, which reinforces harmful stereotypes and impacts real people. Instead, try to broaden your vocabulary and find ways to express yourself that are more appropriate, inclusive, and elegant.

Sexism

We strongly advise avoiding gendered pronouns as well as any gendered terms. Everyone is expected to respect each other's chosen pronouns. Try to avoid using words like “dude” or “guys” to address groups. This shorthand contributes to linguistic barriers that drive exclusion and an unwelcoming environment.

All members of ICUBE are expected to exemplify these values and code of conduct when representing our organization with each other, partners and staff, both in person and online.

5. PHOTO POLICY

All photographers must seek to obtain permission for public use of photos taken while participating in ICUBE events, programs, or space. Participants are free to ask that photographs of themselves are withheld from any promotional materials. To maintain privacy and personal boundaries, all participants must ask before taking any photographs that are clearly meant to highlight a small group or single person.

6. ENFORCEMENT

As an organization, ICUBE has zero tolerance for any behaviours, business practices, or communications that operate outside of our values. Any complaints or reports of misconduct will be taken seriously.

Members who operate outside of these values and code of conduct will receive warnings and/or be removed from ICUBE and have all access/privileges revoked.

7. REPORTING

If someone makes you or anyone else feel unsafe or unwelcome, we encourage you to report it as soon as possible. All claims are taken seriously and will be handled by ICUBE staff or University of Toronto staff.

You can make a personal report by contacting any of the following:

- ICUBE Director, Prof. Duncan Jones (Duncan.jones@utoronto.ca)
- ICUBE staff member
 - Assistant Director, Ignacio Mongrell (Ignacio.mongrell@utoronto.ca)
 - Program Manager, Kayla Sousa (kayla.sousa@utoronto.ca)
 -
- Director, Institute for Management of Innovation, Prof. Soo Min Toh (soomin.toh@utoronto.ca)

If you would like to report an issue related to equity, diversity and inclusion and are unable to resolve the issue with ICUBE staff, you can reach out to the University of Toronto Mississauga Equity and Diversity Office (edo.utm@utoronto.ca)