

**SASKATCHEWAN – MIDWEST RESEARCH INSTITUTE  
MEMORANDUM OF UNDERSTANDING  
On  
INFORMATION EXCHANGE AND PROJECT PARTNERSHIP**

**1. Preamble**

Whereas it is in the common interests of the Midwest Research Institute (MRI) and the Government of Saskatchewan to exchange information of mutual and complementary interest relative to life science research, energy research, development and demonstration (RD&D).

**2. Definitions**

“Saskatchewan” means her Majesty the Queen in Right of the Province of Saskatchewan as represented by the Chief Executive Officer (CEO) of Enterprise Saskatchewan or any person authorized to act on his behalf.

“Midwest Research Institute” means an independent, not-for-profit, contract research organization in Kansas City established to provide research and development for industry, government and the public.

“Participants” means Saskatchewan and Midwest Research Institute (MRI) and  
“Participant” means either MRI or Saskatchewan.

“Coordinating Committee” means the committee established pursuant to this Memorandum of Understanding (MOU) and comprised of such number of individuals assigned by the Midwest Research Institute and by Saskatchewan to undertake such activities as necessary to implement this MOU.

**3. Purpose of Agreement**

To provide the Participants with a practical and effective instrument to pursue collaborative, cooperative and coordinated approaches to life sciences research, energy related research, development and demonstration projects reflective of the mutual interests of Saskatchewan and MRI.

**4. Objectives**

The Participants plan to collaborate on the long term interests of life sciences and energy development.

The Participants plan to share knowledge with respect to vaccine development and work to advance research and technology development in this area.

The Participants plan to share knowledge with respect to epidemiology and infectious diseases, in both animal and human health disciplines, and work to advance research and technology development in this area.

The Participants plan to seek to accelerate and enhance Saskatchewan's current strengths in uranium production through research, development, and demonstration of value-added opportunities in the uranium and nuclear energy cycles.

The Participants plan to build upon a foundation of Enhanced Oil Recovery in Saskatchewan, by sharing knowledge and establishing core capability in areas including Microbial Enhanced Oil Recovery and Metagenomics.

The Participants plan to examine further opportunities in unconventional resource development such as oil sands and oil shales.

The Participants plan to share knowledge with respect to carbon capture and sequestration and work to advance research and technology development in carbon management.

The Participants plan to share knowledge and examine further opportunities with respect to pipeline and fuel tank corrosion issues.

The Participants plan to share knowledge and examine opportunities in alternative energy, environmental technologies and waste remediation.

## **5. Responsibilities and Activities**

The Participants undertake to assess and implement initiatives related to areas of cooperation and coordination as outlined in the objectives of this MOU.

Specifically, the Participants will each appoint 3 individuals to a Coordinating Committee pursuant to Section 6 below.

The Participants plan to make available to designated and authorized officials of either Participant that public information and that proprietary information, subject to confidentiality requirements of either Participant, is mutually deemed appropriate for the conduct of approved research, development and demonstration projects in matters set out in the Objectives stated in Part 4.

The Participants will encourage increased interaction and cooperation among the officials of both Participants in order to pursue the Objectives (Part 4) and Purpose (Part 3) of this MOU.

Either Participant may identify organizations or agencies that may, by acceding to the terms of the MOU, bring enhanced knowledge or resources to the relationship.

The Participants will be responsible for independently evaluating their ongoing participation in this MOU.

The Participants acknowledge that nothing in (i) this MOU or (ii) discussions between the Participants leading up to or relating to this MOU is intended or shall be construed to create any contractually or otherwise legally enforceable obligation on either Participant.

The Participants further acknowledge that each Participant shall bear its own costs in performing activities under this MOU.

## **6. Process**

The Participants will be responsible for developing specific draft research, development and demonstration proposals for assessment by the Coordinating Committee to ensure the proposals are of mutual interest to both the Participants.

The Coordinating Committee will review the draft proposals to determine that the proposals are of mutual interest under the Objectives and Purposes of this MOU and direct that the proposals be finalized. Once finalized, the Coordinating Committee will approve individual projects or activities to be undertaken.

Through the Coordinating Committee, Participants will identify delegations of officials who will visit Missouri, Florida or Maryland facilities of MRI, as required, as well as Saskatchewan to facilitate or engage in active research or to meet with such scientific or business experts as necessary to advance activities under this MOU.

The Participants acknowledge that nothing in this MOU shall be construed to require either Participant to disclose to the other any confidential information unless a non-disclosure agreement is separately negotiated by the Participants before any disclosure of proprietary information.

The Participants further acknowledge that (i) this MOU is not intended to effect any change or alteration in ownership and rights of the Participants respecting intellectual property, (ii) all matters relating to the rights of the Participants in intellectual property shall be specified in a separate agreement, and (iii) any exchange of information (a) shall be in compliance with applicable export control requirements and (b) that involves proprietary or non-publicly available information shall be the subject of a separate nondisclosure agreement.

## **7. Exchange of Visits**

Both Participants plan that formal exchanges or visits will occur on an annual basis. The Coordinating Committee will arrange these visits to alternate between Saskatchewan and MRI facilities in Missouri, Florida and Maryland, in order to continue effective management of the MOU. The Coordinating Committee will ensure

the purpose of the visits coincides, to the extent possible, with other events and/or conferences that pertain to the subject matter of the MOU.

**8. Duration of Agreement**

Unless terminated sooner pursuant to section 10, this MOU shall be in force for a period of four years from the date of the second signature of ratification. Extension of this MOU shall be by mutual consent of all Participants and confirmed under new signature.

**9. Amending Process**

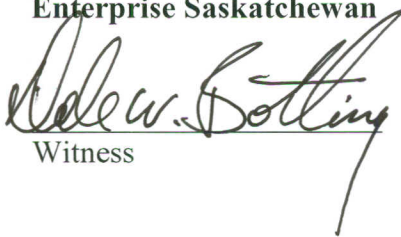
Amendment to this MOU shall be made by the mutual consent of both Participants. Any amendment shall have written confirmation between Participants.

**10. Termination**

Either participant may terminate this MOU at any time by providing the other with six (6) months' written notice of its intent to terminate participation in this MOU.

Signed by:

**Enterprise Saskatchewan**

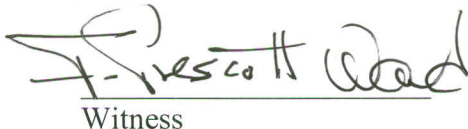
  
Witness

  
Ken Cheveldayoff  
Minister, Enterprise Saskatchewan

Date:

11-9-09

**Midwest Research Institute**

  
Witness

  
Tom Sack  
Senior Vice-President and Director Technical Operations  
Midwest Research Institute

Date:

11-9-09