

Ontario Collaborative Innovation Platform Terms of Use

The Ontario Collaborative Innovation Platform (OCIP) (“us”, “we” and “our”) is an innovative marketplace website provided by Ontario Online Learning Consortium (“eCampusOntario”) supporting Ontario universities and colleges, and qualified public and private sector entities (collectively, “Participants”) for Ontario-made innovation projects (the “Platform”). The following terms and conditions (these “Terms”) govern your use of the Platform and any web services or applications (the “Services”) we offer, as well as your engagement with Participants and their representatives through the Platform.

By accessing or using the Platform and its Services, you agree with these Terms, which we may amend or modify from time to time at our sole discretion. Any amendments or modifications to these Terms shall become effective immediately upon posting. You agree to review these Terms periodically to become aware of any such amendments or modifications and by continuing to use and access the Platform you agree to be bound by any amended or modified Terms.

Services

The purpose of OCIP is to enable collaborations across the public and private sectors for commercial innovations, career opportunities, intellectual property and innovation literacy, and employment and economic development (“Projects”). Projects may be for private sector Participants, but may also originate within Participants who are governments, universities, hospitals and colleges.

Qualified parties may propose or respond to Projects to OCIP using the policies and procedures set out by OCIP on the Platform. The Services will include certain assistance, scoping reviews, analysis and publicizing by OCIP, in OCIP’s discretion, all as further described in the Platform. You understand that approved Projects will be publicly available on the Platform for providing the opportunity for matching with other Participants.

Matched Participants may discuss and negotiate the terms for an agreed Project, using contract templates available on the Platform as a base. You understand and agree that by entering into an agreement with another Participant for a Project (a “Project Agreement”), you are entering a binding agreement with the parties to the Project Agreement, and not with OCIP or eCampusOntario.

You acknowledge, agree, and understand that OCIP is not a party to any Project Agreement or any relationship or any legal dealings directly between Participants. Without limitation, Participants are solely responsible for: (a) ensuring the accuracy and legality of any content provided by another Participant; (b) determining the suitability of a Participant (such as any interviews, vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of a Project Agreement; (d) performing any services or activities under a Project Agreement; or (e) any payment or other compensation provided under a Project Agreement.

You further acknowledge, agree, and understand that Participants are solely responsible for assessing whether to enter into a Project Agreement with another Participant and for verifying any information about such Participant. OCIP does not make any representations about or guarantee the truth, quality, efficacy or accuracy of a Participant’s content on the Platform; does not verify any feedback or information provided by Participants; and does not vet or otherwise perform background checks on the Participants other than to confirm that a Participant is entitled to use the Platform. You acknowledge, agree, and understand that OCIP does not, in any way, supervise, direct, control, or evaluate the

Participants or their work under a Project Agreement and is not responsible for any services, project terms or the Participant's work product. OCIP makes no representations about and does not guarantee, and you agree not to hold OCIP responsible for, the quality, safety, or legality of the Participants' services or activities; the qualifications, background, or identities of Participants of our Platform; the ability of the Participants to deliver services; the ability of Participants to meet any payment obligations under any Project Agreement; Content from Participants; or the ability or willingness of a Participant to actually enter into a Project Agreement or complete a transaction.

Ownership and Usage of Content Provided on the Platform

All content, articles, information, images, audio, video and other material posted on the Platform or provided through the Services ("**Content**") are displayed by OCIP for the primary purpose of publicizing potential Projects and to improve the Platform, for eCampusOntario research and to improve its operations and services, and to report to the government of Ontario and other public institutions. Participants are also provided the opportunity to post or transmit Content, including comments, communications, suggestions, questions, ideas, or other information or content.

If you do post or transmit Content, and unless OCIP indicates otherwise, you grant OCIP and its affiliates, sublicensees and Partners a nonexclusive, royalty-free, worldwide, irrevocable, perpetual, and fully sub-licensable right to use, reproduce, adapt, modify, translate, publish, distribute, and display such Content throughout the world in any media. You further represent and warrant that you own or otherwise control all of the rights to the Content that you post or otherwise supply; that the content of the Content is accurate; that the content of the Content is not scandalous or libelous; that use of the Content you supply does not violate these Terms of Use and will not cause injury to any person or entity. You further agree to indemnify OCIP and its affiliates and sublicensees for all claims resulting from the Content you supply. You further agree that you shall have no recourse against OCIP for any alleged or actual infringement of any proprietary right in your Content to us.

OCIP may share your Content (including Content relating to your services, activities, capacity, equipment, materials, facilities and other resources) with third party public institutions with whom OCIP may collaborate from time to time (including public institutions who provide products and services that may be of interest to you and others). OCIP will not share any personal information or confidential, proprietary or business information in your Content without your consent. By posting or transmitting Content on the Platform or through the Services, you consent to OCIP sharing your Content as described in these Terms.

OCIP reserves the right (but not the obligation) to monitor, edit or remove any activity or content on the Platform, including all Content. OCIP takes no responsibility and assumes no liability for any Content posted by you or any third party.

Unless otherwise specified, you may not reproduce materials on the Platform, in whole or in part, without prior written permission from OCIP, or if OCIP is not the rights holder, from the copyright administrator responsible for that content. To obtain permission to reproduce any content available on the Platform, please contact OCIP at ocip@ecampusontario.ca or the Participant or third party responsible for that content or the lawful owner of the copyright of such content.

Intellectual Property Notice

All Content is protected by all relevant copyright, trademark and applicable intellectual property and proprietary rights laws. All Content posted on the Platform remains the valuable intellectual property of OCIP, the Participants, or its or their licensors, and you agree to abide by all copyright notices, information and restrictions contained in or displayed with any Content. Except for the limited rights explicitly granted to you under these Terms, all right, title, interest and intellectual property rights in, to and associated with the Services and the Content are the property of OCIP, the Participants, or its or their licensors and are protected by applicable trademark, copyright or other intellectual property laws.

You further acknowledge and agree that the trademarks of eCampusOntario, OCIP and the Participants, including without limitation any logos, slogans or graphics on the Platform, or within any Services or the Content, are the property of eCampusOntario, OCIP or the Participants, or are licensed to such parties, and may not be reproduced, whether for commercial or non-commercial purposes, without the prior written consent of the owner or licensor, which consent may be withheld at its sole discretion.

Access and Use of the Platform and Services

The following uses of the Platform are prohibited unless prior written consent has been given by OCIP:

- using any contact information or contact forms for any purpose other than to message an institution about its research-related activity;
- automated extraction of data (i.e. “scraping”); and
- external indexing of published Content by web robots when such use is not authorized.

Security

As a condition of use, you agree not to use the Platform or Services for any purposes that are disruptive, unlawful or prohibited, or otherwise negatively impact, OCIP, participating entities and their representatives, or other users. These activities include but are not limited to:

- dishonest, illegal or fraudulent activity;
- hiding your identity, impersonating another person or misrepresenting your affiliation with a person or entity;
- publication of any Content or any other material that may be characterized as libelous or generally defamatory against any third party, or otherwise damaging to any third party;
- unlawful publication of any material that violates the intellectual property rights of any third party;
- threatening, abusive, obscene or harassing behaviour;
- uploading viruses, worms, or other software agents through or to the Platform or Services;
- collecting or harvesting any personally identifiable information from the Platform or Services;
- advertising or promoting another website, product, or service or soliciting users for other websites, products or services, whether directly or indirectly; and
- other interference with the proper operation of the Platform or Services or any activities conducted thereon.

OCIP reserves the right to block, suspend, interrupt or otherwise limit, permanently or temporarily, at its sole discretion and without prior notice, access to the Platform and Services from users or sources

violating these Terms or which pose any risk to the Platform or OCIP generally, as determined by OCIP at its sole discretion.

We will follow industry standards to preserve confidentiality and security of your Content and data. However, the internet is not a secure medium, and neither the privacy of your communications, nor your visits to the Platform, can be guaranteed. The nature of Internet communications means that your communications may be susceptible to data corruption, unauthorized access, interception and delays.

OCIP provides you with the facility to communicate with it by e-mail for the sending and receiving of information. However, e-mails are not encrypted and there are risks that unauthorized persons can illegally access e-mailed information. Moreover, e-mails may contain viruses, bugs, Trojan horses or other computer code, files or programs intended to damage, detrimentally interfere with, surreptitiously intercept, limit the functionality of any computer software, hardware or telecommunications equipment. OCIP shall not be liable for any claims, losses or damages of any nature resulting from e-mails received from OCIP, and from all other electronic communications with the Platform.

Confidentiality

Users should not disclose confidential or proprietary information through the Platform or Services. If a user discloses confidential or proprietary information through the Platform or Services in violation of this provision, the user acknowledges and agrees that OCIP will be under no obligation to protect or ensure the protection of the confidentiality of such information.

User Name and Password

Your Platform account may be accessed only by use of your login name and password. You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized OCIP representative. OCIP recommends that you choose a password that is unique to you and not easily guessed by others. You should change your password on a regular basis, and you must log out at the end of each session.

All login names and passwords remain the property of OCIP, and may be cancelled or suspended at any time by OCIP without any notice or liability to you or any other person. OCIP is not under any obligation to verify the actual identity or authority of the user of any login name or password.

You must immediately notify OCIP of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

Third-party Content

The Platform and Services may contain links to third-party websites, services, or other events or activities that are not owned or controlled by OCIP and such links may provide access to content that is offensive, inaccurate, inappropriate or otherwise problematic. Links to such third-party websites are provided solely for the convenience of users and OCIP does not endorse, approve of or control any content accessed through such links and you acknowledge and agree that OCIP will not be responsible

or liable to you in any way whatsoever for any content or other materials hosted and served from any site other than the Platform.

Warranty Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE, THE SERVICES AND THE CONTENT IS AT YOUR SOLE RISK. THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED BY OCIP ON AN "AS IS", "AS AVAILABLE" BASIS, AND WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING OUT OF STATUTE, IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE.

OCIP MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, THAT: (I) THE SITE, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS; (II) THE SITE, SERVICES OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SITE, SERVICES OR CONTENT WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY SERVICES, CONTENT, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE, THE SERVICES OR THE CONTENT WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITE OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR SYSTEMS, EQUIPMENT OR DATA, INCLUDING LOSS OF DATA, THAT RESULTS FROM SUCH DOWNLOADS OR ACCESS.

Liability Disclaimer

IN NO EVENT SHALL OCIP OR ITS LICENSORS OR ANY THIRD-PARTY BE LIABLE TO YOU OR ANY OTHER USER FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR CONTENT, OR ITS OR THEIR NON-AVAILABILITY, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF DATA OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity

You shall indemnify and save harmless OCIP and eCampusOntario and their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of or in connection with your use of the Platform or the Services, and any proposed or resultant agreements or arrangements arising from the Platform or Services, including any proposed or resultant Project Agreements.

Applicable Law

You acknowledge and agree that your use of the Platform, Content and Services is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You and OCIP agree to submit to the personal and exclusive jurisdiction of the courts located within the City of Toronto in the Province of Ontario.

General Provisions

You acknowledge and agree that these Terms govern your use of the Platform, the Services and the Content, superseding any prior agreements or understanding between you and OCIP. The failure on the part of OCIP to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties agree that notwithstanding such finding, the court should strive to give effect to the parties' intentions as reflected in these Terms, and the other provisions of these Terms shall remain in full force and effect.

Contact us

If you have any questions about these Terms, please contact us at ocip@ecampusontario.ca