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January 28, 2010

Ms. Georgina Moore
Secretary of the University
University Secretariat
153 Richardson Hall
Queen's University
Kingston, ON K7L 3N6

Dear Ms. Moore:

Re: Recommendation to Approve Amended SNOLAB Institute Constitution

I am writing to confirm that the Senate Advisory Research Committee (SARC) members, at their meeting of January 25, 2010, reviewed the enclosed SNOLAB Institute proposed revisions to its Constitution. On behalf of the SARC members, I am pleased to inform you of the recommendation that the revised SNOLAB Institute Constitution be adopted.

If you require further information, please do not hesitate to contact me.

Yours sincerely,

R. Kerry Rowe
Vice-Principal (Research)

- c. Dr. Tony Noble, Professor, Department of Physics
Ms. Sonja Verbeek, Director, Office of the Vice-Principal (Research)

Encl.

*think Research
think Queen's*



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January 28, 2010

Dr. Tony Noble
SNOLAB Institute
Department of Physics
208G Stirling Hall
Queen's University
Kingston, ON K7L 3N6

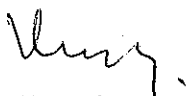
Dear Dr. ^{Tony}Noble:

Re: Proposed Changes to the SNOLAB Institute Constitution

I would like to extend my thanks to you for attending the January 25 meeting of the Senate Advisory Research Committee (SARC). After review of the proposed amendments to the SNOLAB Institute constitution, the SARC members accepted the document as written. The Vice-Principal (Research) Office will recommend to Senate that the proposed amendments to the SNOLAB Institute constitution are adopted.

If you require any further information, please do not hesitate to contact me.

Yours sincerely,


R. Kerry Rowe
Vice-Principal (Research)

c. Ms. Georgina Moore, Secretary of the Senate, University Secretariat

*think Research
think Queen's*



CONSTITUTION FOR
THE SNOLAB INSTITUTE
AT QUEEN'S UNIVERSITY



January 11, 2010

Approved by the Institute Board at the December 17, 2009 meeting

DRAFT 8/12/09

CONSTITUTION FOR

THE ~~SNOLAB~~ INSTITUTE

AT QUEEN'S UNIVERSITY

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OBSERVATORY

To be submitted for approval by the Board at the December 17, 2009 Institute Board meeting

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This document, amended as of the 29th day of November, 2009, sets out the Constitution of the SNOLAB Institute (formerly known as the Sudbury Neutrino Observatory Institute), hereinafter referred to as the "Institute", formed at Queen's University at Kingston, Ontario.

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DEFINITIONS

1. (a) **"The Institute"** means The SNOLAB Institute (SNOLAB) (formerly known as the Sudbury Neutrino Observatory Institute (SNOI)), an unincorporated Institute of Queen's University having as its responsibility the construction, operation and decommissioning of the Sudbury Neutrino Observatory (SNO) and the International Facility for Underground Science, SNOLAB.
- (b) **"Member Institutions"** means the Canadian Universities with Faculty members participating in the SNO project and the SNOLAB facility that have entered into the SNOLAB Trust Agreement. (At the time of writing, the members were Queen's University in Kingston, Laurentian University in Sudbury, Carleton University in Ottawa, the University of Guelph and the University of Montreal).
- (c) **"The SNO Scientific Board"** means the Advisory Committee to be selected by the SNO Collaboration Members to advise the SNO Scientific Director on scientific matters relating to the construction, operation and dissemination of scientific results of the SNO Project.
- (d) **"The SNOLAB Scientific Executive Committee"** means the Advisory Committee to be composed of Principal Investigators of experiments approved for SNOLAB, at least one faculty participant from each of the active Member Institutions, and the scientific officers of SNOLAB. This committee serves to advise the SNOLAB Director on scientific matters relating to the construction and operation of the SNOLAB Facility.
- (e) **"Collaborating Scientists"** of the Institute means all Scientists who are actively involved in research in the underground laboratory and other scientists who have an interest in underground science and have been approved by the Institute Board as Collaborating Scientists.
- (f) **"The Institute Board"** means The Board of Management of The SNOLAB Institute.
- (g) **"SNO Intellectual Property"** means all intellectual and industrial property produced or generated during the performance of research or development associated with the SNO project which is capable of protection by patents, trademarks or copyright; also industrial design, technical information, know-how, inventions, prototypes, and specifications produced or generated in the performance of the research programs which are capable of being licensed.
- (h) **"SNOLAB Intellectual Property"** means all intellectual and industrial property produced or generated during the performance of research or development associated with the SNOLAB facility which is capable of protection by patents, trademarks or copyright; also industrial design, technical information, know-how, inventions, prototypes, and specifications produced or generated in the performance of the research programs which are capable of being licensed.
- (i) **"SNOLAB Appointee"** means a person to be appointed by SNOLAB to work on the SNO Project or projects within SNOLAB and to be reimbursed by the funds to be provided to SNOLAB by the relevant funding agencies.
- (j) **"Collaboration Scientists"** means those scientists who are collaboration members of an experiment approved by SNOLAB according to the policies of said experiment. Additional scientists may be

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approved ~~as Collaboration Scientists by the SNOLAB Institute Board.~~

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- (k) **"SNO Scientific Director"** means the scientist appointed by the SNO Collaboration as the Scientific Director of the project.
- (l) **"The SNO Construction Phase"** means the phase of the SNO Project during which the detector is being designed, constructed, commissioned and prepared for first filling with water.
- (m) **"The SNO Operations Phase"** means the phase of the SNO Project after first fill of water has begun, extending through the data acquisition period up to a decision to decommission the detector.
- (n) **"The SNO Decommissioning Phase" means the phase after the operations Phase of the SNO Detector has been completed and actions are taken to remove equipment and stabilize the site as required for the long term or for a subsequent experimental program.**
- (o) **"The SNOLAB Construction Phase" means the phase of the SNOLAB facility during which the facility is being designed, excavated, constructed, outfitted, commissioned and prepared for the first operation of experiments.**
- (p) **"The SNOLAB Operations Phase" means the phase of the SNOLAB facility following the construction phase when the experimental program is active.**
- (q) **"The SNOLAB Decommissioning Phase" means the phase after the operations Phase of the SNOLAB Facility has been completed and actions are taken to remove equipment and stabilize the site as required for the long term.**
- (r) **"The SNO Agency Review Committee"** means the committee established by the Funding Agencies to review the scientific, technical and financial progress of the SNO project.
- (s) **The "SNOLAB Scientific and Technical Review Committee" means the committee established by the Institute Board to review the scientific, technical and financial progress of the project to develop and operate the International Facility for Underground Science, SNOLAB.**
- (t) **"The SNO Funding Agencies"** means the international group of government agencies providing direct funding to the SNO project, including, The Natural Sciences and Engineering Research Council, The National Research Council of Canada, Industry Science and Technology Canada, The Northern Ontario Heritage Development Fund Corporation, The United States Department of Energy and the United Kingdom Science and Engineering Research Council.
- (u) **"The SNOLAB Construction Funding Agencies" means the group of government agencies providing direct funding for the excavation and construction of the SNOLAB Facility including the expansion of the new laboratory underground and the surface building. The agencies include the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust.**
- (v) **"The SNOLAB Operations Funding Agencies" means the group of government agencies providing direct funding to the operation of the SNOLAB infrastructure. At present the agencies are the Natural Sciences and Engineering Research Council, the Canada Foundation for Innovation, and the Province of Ontario Ministry of Research and Innovation.**

- (w) **“The SNOLAB Experiments Advisory Committee”** means the international committee established by the SNOLAB Director to review the experimental proposals and to make recommendations to the SNOLAB Director on the selection and progress of experiments to be carried out at the underground facility.
- (x) **“The SNO Trust Agreement”** refers to the agreement signed by member institutions participating in the SNO Project, sharing liabilities and assets. The members of the SNO Trust agreement are Queen's University in Kingston, Laurentian University in Sudbury, Carleton University in Ottawa, and the University of Guelph.
- (y) **“The SNOLAB Trust Agreement”** refers to the agreement signed by member institutions participating in the development and operation of SNOLAB facility, sharing the liabilities and assets associated with the facility. As of writing the members of the SNOLAB Trust agreement are Queen's University in Kingston, Laurentian University in Sudbury, Carleton University in Ottawa, the University of Guelph and the University of Montréal. Other Universities are expected to join the trust as SNOLAB is developed.
- (z) **“The CFI Inter-Institutional Agreement”** refers to the agreement signed by the institutions participating in the development of the underground facility under the CFI grant.

ELEMENTS OF THE INSTITUTE

2. The Institute shall be known as the SNOLAB Institute (SNOLAB), having as its responsibility the construction, operation and decommissioning of the international facility for astroparticle physics, including the Sudbury Neutrino Observatory (SNO). Prior to the development of SNOLAB, the institute was known as the Sudbury Neutrino Observatory Institute (SNOI).

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SNO is a world-leading basic subatomic physics research project. This project is funded by an international group of Funding Agencies including, The Natural Science and Engineering Research Council of Canada, The National Research Council of Canada, Industry Science and Technology Canada, The Northern Ontario Heritage Development Fund Corporation, The United States Department of Energy and the United Kingdom Science and Engineering Research Council, being referred to as the SNO Funding Agencies. The Institute shall also have responsibility for the construction, operation and decommissioning of the expansion of the SNO site to form SNOLAB. The capital for this expansion is funded by the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust, being referred to as the SNOLAB Construction Funding Agencies. Funding for the Operation of SNOLAB has been provided by The Natural Science and Engineering Research Council of Canada, the Canada Foundation for Innovation, and the Province of Ontario Ministry of Research and Innovation, being referred to as the SNOLAB Operations funding Agencies.

The Institute will also undertake activities to enhance the interaction of Collaborating Scientists and students and to extend the study of scientific topics addressable by the experimental techniques used in the laboratory. These activities could include support for conferences, educational workshops and visiting scientists.

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The Institute Shall Have The Following Elements:

- (a) **A Board of Management** (hereinafter called the "Institute Board") shall be established through which SNOLAB shall be operated, supervised and controlled, the duties of which Institute Board

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include but are not limited to: policymaking, determination of the budget and fund raising.

The Duties, Responsibilities and Composition of the Institute Board shall be defined through the SNOLAB Board Terms of Reference. The Terms of Reference, and subsequent amendments, shall be ratified by the SNOLAB board, and submitted to the Principal of Queen's for approval.

The Institute is formally constituted as a part of Queen's University, but operates through a Trust Agreement between member Institutions. The original SNOLAB Trust contained five Member Institutions (Queen's University at Kingston, Laurentian University of Sudbury, Carleton University, the University of Guelph and the University of Montreal). The University of British Columbia in Vancouver was an Institution with Observer Status.

New institutional members are expected to join as the experimental program expands and new partners become involved. Potential new institutional members shall apply in writing to the SNOLAB Board. When a new institutional member is accepted by the SNOLAB Board, the SNOLAB Trust agreement will be amended through a Joinder Agreement to include the new institute, and the institute will obtain seats on the Board in accordance with the Terms of Reference of the Board.

- (b) **A Chairperson of the Institute Board** (hereinafter referred to as "the Chairperson") shall be appointed Chairperson in accordance with the Terms of Reference of the Board.
- (c) **A Secretary of the Institute Board** (hereinafter referred to as the "Secretary") shall be appointed Secretary to the Board in accordance with the Terms of Reference of the Board, and shall serve at the pleasure of the Institute Board.
- (d) **A SNOLAB Institute Director** (Hereinafter referred to as the "Institute Director") shall be appointed by the Institute Board in consultation with the SNOLAB Scientific Executive Committee and the Principal of Queen's University and shall serve at the pleasure of the Institute Board.
- (e) **A SNOLAB Operations and Scientific Director** (Hereinafter referred to as the "SNOLAB Director") shall be appointed by the Institute Board after receiving recommendations from an International Search Committee assembled for that purpose. They shall serve at the pleasure of the Institute Board.
- (f) **A Director of Facility Development** shall be appointed by the Institute Board in consultation with the Principal of Queen's University and shall serve at the pleasure of the Institute Board during the initial construction phase of the SNOLAB Facility.
- (g) **Associate Directors** may be appointed by the Institute Board in consultation with the SNOLAB Director, and shall serve at the pleasure of the Institute Board.
- (h) **The Facilities of the Institute** (hereinafter referred to as "the SNOLAB Facilities") shall include the SNOLAB main underground site in Vale-Inco's Creighton mine, the surface building at the Creighton mine, and such other offices and facilities and assets at or with which activities of the Institute may now or hereafter be conducted.

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The Principals or Presidents of each of the Member Institutions

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Deleted:) plus one by the President of INCO. The SNO Scientific Board Chair shall be an Ex officio member with voting privileges. The President of AECL and the President of the University of British Columbia shall each appoint a representative to serve as an observer (non-voting). Each appointment shall be for a period of three years and thereafter may be renewed for further terms without restriction. ¶

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A Quorum shall be seven Institute Board members, at least one appointed by Queen's, with provision for designated alternates attending if necessary. ¶

¶
The appointment of a member of the Institute Board may be rescinded by whichever institution made that appointment upon fifteen (15) days' notice to the Chairperson (or in the event of such member being the Chairperson, to the Secretary of the Institute Board) and the Institution so rescinding the appointment may appoint a replacement member of the Institute Board effective at the end of such notice period. In the event of the death or withdrawal of a member of the Institute Board whichever institution made the appointment in the first instance may make a further appointment to fill the vacancy. ¶

Deleted: by the Principal of Queen's University from the Institute Board membership for a period to be determined by the Principal of Queen's University and there shall be no restriction upon the number of re-appointments that may be made. The Chairperson shall have one vote but not a casting vote. The ... [1]

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OFFICE OF THE INSTITUTE

3. Offices of the Institute shall be maintained at Stirling Hall, Queen's University, at the Herzberg Building at Carleton University, and at such other places as the Institute Board may determine.

INSTITUTE BOARD RESPONSIBILITIES

4. The Institute Board shall not delegate any responsibilities specifically imposed upon it by this Agreement or by the Terms of Reference of the Board.

MEETINGS OF INSTITUTE BOARD

5. The Institute Board shall meet in accordance with the schedule defined in the Terms of Reference of the Board.

FACILITY PLAN

- 6.1 In conformity with the arrangement with the funding agencies, the Institute Board shall cause the ~~Institute~~ Director, after considering the advice of the SNO Scientific Director, the SNOLAB Director, and the Director of Facility Development, to prepare and maintain a Comprehensive ~~SNOLAB~~ Facilities Plan (herein known as the Facility Plan) with the following components:
- 6.2 The SNO Scientific Director, considering the advice of the SNO Scientific Board, shall prepare and maintain and provide to the ~~SNOLAB~~ Institute Director a comprehensive SNO Project Plan which shall:
 - (a) Describe and cost in appropriate detail the planned construction activities and associated research and development activities of the SNO Project.
 - (b) Describe and cost in appropriate detail the planned operating program of the SNO Project to achieve the scientific objectives.
 - (c) Describe and cost in appropriate detail the planned decommissioning program of the SNO Project.
- 6.3 The ~~SNOLAB~~ Director shall prepare and maintain and provide to the ~~SNOLAB~~ Institute Director a comprehensive ~~SNOLAB~~ Facilities plan which shall:
 - (a) Describe the international experimental research program developed for SNOLAB and the resources required to support it.
 - (b) Describe and cost in appropriate detail the planned development activities of the SNOLAB Facilities;
 - (c) Describe and cost in appropriate detail the planned operation of the ~~SNOLAB~~ Facilities;
 - (d) Describe and cost in appropriate detail the planned decommissioning program for the ~~SNOLAB~~ Facilities.
- 6.4 The Director of Facility Development, shall prepare and maintain and provide to the ~~SNOLAB~~ Institute Director a comprehensive SNOLAB Construction plan which shall:
 - (a) Describe and cost in appropriate detail the planned construction activities associated with the

Deleted: when a meeting is called by the Chairperson, but in any event, at least twice in each calendar year. Any three (3) members of the Institute Board representing at least two (2) Member Institutions may, on five (5) days' notice to all other Institute Board members, call a meeting of the Institute Board. The Chairperson or the members calling a meeting, as the case may be, shall provide the members with an agenda for such meeting at the time the meeting is called.

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- development of the SNOLAB Facilities;
- (b) Describe and cost in appropriate detail the planned commissioning activities associated with preparing the facility for beneficial occupancy.

APPROVAL OF FACILITY PLAN

7. The Institute Board shall review and approve the aforesaid Facility Plan during each fiscal year with such amendments as it determines. An Agency Review Committee has been established by the contributing SNO Funding Agencies to review the scientific, technical and financial progress of the SNO project. The SNOLAB Scientific and Technical Review Committee is likewise mandated to review the scientific, technical and financial progress of SNOLAB. The full Facility plan will be presented to the SNOLAB Scientific and Technical Review Committee for review and its findings will be reported to the Institute Board.

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ANNUAL FINANCIAL STATEMENTS

8. The fiscal year of the Institute shall be April 1st to March 31st unless otherwise determined by the Institute Board. The Institute Board shall cause the SNO~~LAB~~ Institute Director to have prepared annual financial statements covering separately the SNO Project (while it is still active), and the SNOLAB Facilities as soon as reasonably possible but in any event not later than six (6) months after the end of each fiscal year in a format and detail acceptable to the Institute Board. The financial statements will be received by and reviewed by an audit committee of the Institute Board. The Institute Board shall annually appoint a duly qualified firm or firms of chartered accountants or certified general accountants as auditors to examine such financial statements and render a written report thereon.

ANNUAL REPORT

9. An Annual Report for each fiscal year covering the activities of the SNO Project (while it is still active) and the SNO~~LAB~~ Facilities shall be prepared by the Institute Director with the assistance of the SNO Scientific Director, the SNOLAB director, and Director of Facility Development for approval of the Institute Board and delivered to the Principal of Queen's University for transmittal to the Senate and to the other Member Institutions and Vale-Inco as soon as reasonably possible, but in any event not later than six (6) months after the end of each fiscal year. The audited financial statements shall form a part of the Annual Report.

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INSTITUTE COLLABORATING SCIENTISTS

10. All scientists who are actively involved in research in the underground laboratory will be Collaborating Scientists of the Institute. Other scientists with an interest in underground science may also request approval from the Institute Board to be Collaborating Scientists of the Institute. All Collaborating Scientists must agree to abide by the regulations for working in the underground laboratory.

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RESPONSIBILITIES OF THE SNOLAB INSTITUTE DIRECTOR, SNO SCIENTIFIC DIRECTOR, SNOLAB DIRECTOR, AND DIRECTOR OF FACILITY DEVELOPMENT

SNOLAB Institute Director

11. Subject to the authority of the Institute Board, the SNOLAB Institute Director, in consultation with the SNO Scientific Director, the SNOLAB Director, and the Director of Facility Development, shall be responsible for the construction, operation and eventual decommissioning of the SNOLAB Facilities including the SNO Project, for the development and implementation of the Facility Plan, for encouraging the development of scientific interaction between Member Institutions, Collaborating Scientists and students, for the general administration of all operations and other affairs of the Institute and for advising and making recommendations to the Institute Board with respect to all activities of SNOLAB. The Institute Director's responsibilities shall include the establishment and administration of contracts with Vale-Inco, with employee Unions, and with such other entities as the Board determines. They will also be responsible for the administration of SNOLAB Employees.

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The Institute Director may delegate portions of these responsibilities, consistent with the sound operation of SNOLAB, together with commensurate authority for their fulfillment, but the Institute Director may not delegate or relinquish any portion of the accountability for results.

The Institute Director shall be an employee of Queen's University, and shall be paid by funds from Queen's University.

SNO Scientific Director

The SNO Scientific Director, reporting to the SNOLAB Institute Director, and receiving advice from the SNO Scientific Board, shall be responsible for the construction and operation of the SNO project to meet the scientific objectives and for its eventual decommissioning.

SNOLAB Director

The SNOLAB Director, reporting to the SNOLAB Institute Director, and receiving advice from the SNOLAB Scientific Executive Committee and the Experimental Advisory Committee, shall be responsible for:

- the operation of the SNOLAB facility
- establishing and maintaining safe working procedures
- liaison with other groups wishing to perform measurements in the underground laboratory
- interface with Vale-Inco on matters related to facility operation and experimental program
- coordination of the activities of approved experiments within the SNOLAB Facilities
- advising and making recommendations to the Institute Director and the Institute Board with respect to all activities of the SNOLAB Facility, and
- the eventual decommissioning of the SNOLAB Facility.

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Director of Facility Development

The Director of Facility Development, reporting to the SNOLAB Institute Director, shall be responsible for the construction of the new underground facility, for establishing and ~~commissioning the infrastructure associated with the new facility, and for~~ advising and making recommendations to the SNOLAB Institute, Director and the Institute Board with respect to all activities ~~related to the construction and commissioning of~~ the new facility.

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FINANCIAL ADMINISTRATION

12.1 The Head of Financial Administration at Queen's University shall:

- (a) Verify at reasonable intervals that the accounts, registers and other management documents of the Institute are kept according to generally recognized rules of good management, and issue instructions needed for necessary correctives to be made;
- (b) Review and discuss with the SNOLAB Institute Director the preparation of the management reports to be submitted to the Institute Board for approval, indicating among others the contributions and other revenues received, the expenses and reserves made during the period covered, the contractual obligations of the Institute and the degree of progress of the different research projects and the financial obligations relating thereto.

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12.2 The Head of Financial Administration at Carleton University shall, in accordance with the CFI Inter-Institutional Agreement for the development of the underground facility:

- (a) Verify at reasonable intervals that the accounts, registers and other management documents of the Facility Expansion are kept according to generally recognized rules of good management, and issue instructions needed for necessary correctives to be made;
- (b) Review and discuss with the Director of Facility Development, the preparation of the management reports to be submitted to the Institute Board for approval, indicating among others the contributions and other revenues received, the expenses and reserves made during the period covered, the contractual obligations of the Institute and the degree of progress of the different research projects and the financial obligations relating thereto.

CONTRACTUAL COMMITMENTS AND BORROWING

13. (a) SNOLAB shall not enter into any contract involving liability of ~~the trustee,~~ Queen's University unless:

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- i) an unconditional commitment to fund such contract has first been received by SNOLAB and
- ii) Queen's University has first approved such contract; and

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iii) such contract is within the ordinary course of activities of SNOLAB and

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iv) such contract is within the scope of the Plan.

(b) The Institute Board may authorize borrowing by SNOLAB for its day to day expenses up to a maximum of five (5%) percent of the commitments to be funded in the current fiscal year by The Funding Agencies.

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(c) Notwithstanding the foregoing:

(i) SNOLAB shall not enter into any contract which would adversely affect the charitable status of Queen's University under the Income Tax Act of Canada, without prior approval of The Principal of Queen's University.

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RECEIPT AND INVESTMENT OF FUNDS

14. All funds received by SNOLAB shall be deposited to its credit and detailed accounts showing the disbursement of such funds shall be open at all times to the Institute Board and to the members thereof.

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EXPENDITURES BY THE SNOLAB DIRECTOR AND DIRECTOR OF FACILITY DEVELOPMENT

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15. The SNOLAB Director may approve the expenditure of funds in any one year up to the limit of the budget approved by the Institute Board for that year for his areas of responsibility, including contingency. No expenditures beyond the set limit shall be made without the prior approval of the Institute Board, save in the case of emergency to protect lives or property.

The Director of Facility Development may approve expenditure of funds in any one year up to the limit of the budget approved for this by the Institute Board for that year, including contingency. No expenditures beyond the set limit shall be made without the prior approval of the Institute Board, save in the case of emergency to protect lives or property.

SNOLAB EMPLOYEES

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16. The SNOLAB Institute shall be the employer for individuals appointed by the SNOLAB Institute. The SNOLAB Institute Director may make arrangements with Member Institutions to act as an administrator for these SNOLAB Institute employees, providing salary, benefits and local support functions including employee assistance and the local rights and privileges normally accorded by the Member Institution to its own employees in equivalent grant-funded positions. However, the SNOLAB Institute will retain fundamental control of the SNOLAB Institute employees and will retain responsibility for ensuring that all statutory obligations are met for these employees.

COMPENSATION OF EMPLOYEES

17. The SNOLAB Director shall make arrangements with the Member Institutions for compensation of SNOLAB Employees upon such basis as defined by the Institute Board. The Institute Board shall provide the SNOLAB Director with policy guidelines for the purposes of setting compensation for SNOLAB Appointees taking into account that the policies for compensation, grading and classification must be acceptable to the Member Institutions making the appointment.

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PAYROLL ACCOUNTS

18. The SNOLAB Institute Director shall make arrangements that each SNOLAB Employee shall be on the payroll of a Member Institution and paid by such Member Institution by Member Institution cheques drawn on its payroll account in accordance with the payroll data provided by the SNOLAB Institute Director. All direct costs of such Member Institution with respect thereto will be charged to and reimbursed by SNOLAB, including salaries and benefits, termination costs and legal fees, if any.

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INSURANCE

19. The SNOLAB Institute Director shall arrange for adequate and proper insurance protection to protect all property of SNOLAB, and also for insurance protection against such liability as SNOLAB may in the opinion of its Institute Board be reasonably able to insure itself against. The SNOLAB Institute Director shall present to the Institute Board at least annually the insurance program of SNOLAB, and recommendations, if any, for changes to that program.

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INDEMNIFICATION OF INSTITUTE BOARD MEMBERS

20. Queen's University shall indemnify the members of the Institute Board from and against all claims that may be made against them or any of them arising out of their duties as such Institute Board members, except in those areas in which Queen's University is not able to obtain insurance.

WINDING-UP OF THE INSTITUTE

21. In the event of a decision of the Institute Board to terminate SNOLAB, no further business shall be transacted except such as shall be necessary for the winding-up of its affairs and the distribution of the assets. Such a decision will require a two-thirds majority vote of the Institute Board. Maintenance of offices to effectuate or facilitate the winding-up of SNOLAB, shall not be construed to involve a continuation thereof. After discussion with Collaborating Scientists at the Member Institutions, the SNOLAB Director shall propose to the Institute Board for approval a plan for Decommissioning of the SNOLAB Facilities and the winding-up of the Institute. The members of the Institute Board on the effective date of the termination of SNOLAB, shall be the agents of Queen's University for the purpose of winding-up of all of the affairs and business transactions of SNOLAB. The members of the Institute Board shall continue to serve until the completion of the winding-up of SNOLAB, and the said Institute Board shall act by majority vote or votes.

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In the event of any temporary or permanent vacancy in the Institute Board the vacancy shall be filled in accordance with the Terms of Reference for the Board.

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In the event of the termination of SNOLAB, the affairs of SNOLAB shall be wound-up and liquidated as promptly as business circumstances and orderly business practices permit.

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International participants will be offered the opportunity to remove their assets and pay for their removal costs.

The costs of decommissioning the SNOLAB Facilities in the Creighton mine and the Operations Control building on the surface at Creighton shall be included in the Facility Plans for the final year of operation, to be presented by the SNOLAB Institute Director to the government agencies for funding. These costs are considered to be part of the total project costs to be borne by the funding agencies. The proceeds of the sale of assets obtained with funds provided for the construction of the Observatory or for its operation (such as NSERC Major Facilities Access Grants) will be used to defray the costs of decommissioning. In the event that the costs of winding up including decommissioning are greater than the funds available, including proceeds of any sale or sales of assets, such costs shall be paid by the Member Institutions according to their percentage interests as specified in the Trust Agreement between the Member Institutions.

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ACCESS TO PREMISES AND RECORDS

22. The Principal or Executive Head of any Member Institute, or his or her designate shall at all times, upon reasonable notice having been given to SNOLAB, and agreement having been obtained from Vale-Inco for its premises, have full and free access to inspect each of the premises or projects being carried on by SNOLAB. The Principal or Executive Head of any Member Institute, may on reasonable notice inspect the financial books and records of SNOLAB.

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SNO INTELLECTUAL PROPERTY

23. (a) Sole Ownership: SNO Intellectual Property conceived and developed by a single SNO Collaborating Scientist should be owned by the Collaborating Scientist and/or the Collaborating Scientist's employing or contracting Institution, in accordance with the Institution's policies.
- (b) Joint Ownership: SNO Intellectual Property conceived and developed by more than one SNO Collaborating Scientist shall be jointly owned by the SNO Collaborating Scientists, or the SNO Collaborating Scientists' employing or contracting Institutions in accordance with the Institutions' policies and in proportion to their respective contributions.
- (c) Respective Contributions: Contributions considered in determining proportionate ownership shall include the intellectual contributions of the SNO Collaborating Scientists, the prior art contributed by the SNO Collaborating Scientists or their employing or contracting Institutions, and the non-SNO material and financial contributions of the Institutions, in that order. Respective Contributions will be determined by negotiation among the Collaborating Scientists and/or their employing Institutions. If a negotiated settlement cannot be reached, the dispute resolution mechanism herein shall be used.

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- (d) Research Use: All Member Institutions and SNO Collaborating Scientists associated with the first SNO Trust Agreement shall have a royalty-free, perpetual, non-exclusive license to use SNO Intellectual Property, including any prior art incorporated into the Intellectual Property for further research purposes.
- (e) Internal Disclosure: All potentially patentable SNO Intellectual Property shall be promptly disclosed to the SNO Scientific Director who shall cooperate with the owner to protect the potential patentability of said intellectual property as well as acting to satisfy the terms and conditions of relevant agreements with funding agencies.
- (f) Commercialization: The owners of SNO Intellectual Property shall have the right to commercialize the SNO Intellectual Property, except as constrained by agreements with Funding Agencies with respect to SNO Intellectual Property developed with their funds, and every attempt shall be made to commercialize SNO Intellectual Property in Canada for the benefit of Canada.
- (g) Royalties: Royalties accruing from the commercialization of SNO Intellectual Property shall be distributed among the SNO Collaborating Scientists and Institutions in accordance with their proportionate ownership. Institution policies shall govern revenue sharing between SNO Collaborating Scientists and their employing or contracting institutions.

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SNOLAB INTELLECTUAL PROPERTY

24. Intellectual Property Rights for Individual Collaborations will be defined in the policies of said collaboration. When employees of SNOLAB contribute to the intellectual property, their rights will be as defined below, and these rights will be agreed to in a Memorandum of Understanding between SNOLAB and the Collaboration prior to the commencement of scientific activities.

- (a) Collaboration Ownership: SNOLAB Intellectual Property conceived and developed solely by a collaboration operating within SNOLAB should be owned by the Collaboration and/or the employing or contracting Institutions of the Collaborating Scientists in that Collaboration, in accordance with the collaborations policies.
- (b) Joint Ownership: SNOLAB Intellectual Property conceived and developed by an experimental collaboration with intellectual contributions from Collaborating Scientists employed by SNOLAB shall be jointly owned by the SNOLAB and Collaboration Collaborating Scientists, and/or the Collaborating Scientists' employing or contracting Institutions in accordance with the Institutions' policies and in proportion to their respective contributions.
- (c) Respective Contributions: Contributions considered in determining proportionate ownership shall include the intellectual contributions of the Collaborating Scientists, the prior art contributed by the Collaborating Scientists or their employing or contracting Institutions, and the non-SNOLAB related material and financial contributions of the Institutions, in that order. Respective Contributions will be determined by negotiation among the Collaborating Scientists and/or their

employing Institutions. If a negotiated settlement cannot be reached, the dispute resolution mechanism herein shall be used.

- (d) Research Use: Collaborating Scientists employed by SNOLAB with ownership or joint ownership of a piece of Intellectual Property shall have a royalty-free, perpetual, non-exclusive license to use said Intellectual Property, including any prior art incorporated into the Intellectual Property for further research purposes.
- (e) Internal Disclosure: All potentially patentable SNOLAB Intellectual Property which could have full or joint ownership by Collaborating Scientists employed by SNOLAB shall be promptly disclosed to the SNOLAB Institute Director who shall cooperate with the owner to protect the potential patentability of said intellectual property as well as acting to satisfy the terms and conditions of relevant agreements with funding agencies.
- (f) Commercialization: The owners of SNOLAB Intellectual Property shall have the right to commercialize the SNOLAB Intellectual Property, except as constrained by agreements with Funding Agencies with respect to Intellectual Property developed with their funds, and every attempt shall be made to commercialize SNOLAB Intellectual Property in Canada for the benefit of Canada.
- (g) Royalties: Royalties accruing from the commercialization of SNOLAB Intellectual Property shall be distributed among the Collaborating Scientists and Institutions in accordance with their proportionate ownership. Institution policies shall govern revenue sharing between Collaborating Scientists and their employing or contracting institutions.

DISPUTE RESOLUTION

- 25. In the event that there is any question or dispute on the part of the Institute Board or any of the Member Institutions as to the interpretation or application, or both the interpretation and application, of any provision of this Constitution, then in each such event, the question, dispute or matter shall be submitted for determination to the Presidents or Principals of the Member Institutions, or their single respective designees. If the question, dispute or matter is not resolved by the unanimous approval of the Presidents or Principals of the Member Institutions or their respective designees within 60 days following the submission of the matter to them by the Institute Board or any of the Member Institutions, then the question, dispute or matter shall be determined by a single arbitrator, in accordance with the provisions of the Arbitration Act of Ontario. The arbitrator shall be the person chosen unanimously by the Presidents or Principals of the Member Institutions or their respective designees, or failing such notice, shall be the person chosen in accordance with the said Arbitration Act. The decision of the arbitrator shall be binding on the Universities and the costs of the arbitration shall be in the discretion of the arbitrator.

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PUBLICATION POLICY

- 26. Each SNO Member Institution shall agree to make freely available to SNO Collaborating Scientists all those scientific results that it has obtained in connection with its scientific work. A SNO Scientific Publications

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Policy document will be prepared by the SNO Scientific Director with extensive advice from the SNO Scientific Board and submitted to the Institute Board for approval. A Publication Policy will be required of each collaboration conducting experiments within SNOLAB prior to their beginning scientific operations on site. This requirement will be included in the Memorandum of Understanding between the collaboration and SNOLAB.

RELATIONSHIP TO QUEEN'S UNIVERSITY

~~27.~~ The Institute will be governed by the pertinent regulations of the Senate of Queen's University.

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AMENDMENTS TO THIS CONSTITUTION

~~28.~~ Amendments to this constitution may be proposed by the Institute Board to the Senate of Queen's University for acceptance. Such amendments must have been passed by a 2/3 majority of the Institute Board Members.

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REVIEW OF THE INSTITUTE

~~29.~~ The Institute shall be reviewed at least every five years by a review committee appointed by the Senate on the recommendation of the School of Graduate Studies and Research.

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CONSTITUTION REVISION HISTORY

30. The following gives the revision history of the SNOLAB constitution subsequent to the 2004 version.

November 2009: SNOLAB Constitution Rev 3. Substantial rewriting as a consequence of the CFI Governance review, the restructuring of the Board, and the development of the Terms of Reference of the Board. Main changes are:

- Introduction of SNOLAB Director
- Introduction of Terms of Reference for the Board as a separate entity
- Name change from SNOI to SNOLAB
- Changes to reflect new Governance.
- Description of procedure to have new members join the trust, without necessitating a rewrite of the trust agreement or the constitution
- Added section on IP rights of SNOLAB employees.
- Renamed "Member Scientists" to "Collaborating Scientists" as in SNOLAB we have scientists working on a variety of different experiments, as well as SNOLAB research scientists.
- Added requirement for publication policy by all collaborations.

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Tony Noble

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by the Principal of Queen's University from the Institute Board membership for a period to be determined by the Principal of Queen's University and there shall be no restriction upon the number of re-appointments that may be made. The Chairperson shall have one vote but not a casting vote. The Chairperson may at any time resign or be removed by the Principal of Queen's University and in the event of resignation, removal or expiration of term of the Chairperson either as Chairperson of the Institute Board or a member thereof, the Principal of Queen's University shall appoint a new Chairperson.