



## **FUNDING AGREEMENT**

**Between:**

**The Natural Sciences and Engineering Research Council (“NSERC”)**

**And**

**The Social Sciences and Humanities Research Council (“SSHRC”)**

**And**

**The Canadian Institutes of Health Research (“CIHR”)**

**And**

**[INSERT NAME OF BL-NETWORK] (“the BL-Network”)**

## WHEREAS:

A. The Government of Canada has created the Business-Led Networks of Centres of Excellence Program ("BL-NCE Program") under its Science and Technology Strategy (Mobilizing Science and Technology to Canada's Advantage) ("S&T Strategy") and Budget 2007;

B. The goal of the BL-NCE Program is to fund new large-scale collaborative business-led research networks and thus to support private sector innovation in environment sciences and technologies; natural resources and energy; health and related life sciences and technologies; information and communications technologies; and management, business or finance through a competitive, national process;

C. The BL-NCE Program is jointly administered by the *Natural Sciences and Engineering Research Council*, the *Social Sciences and Humanities Research Council* and the *Canadian Institutes for Health Research*;

D. The BL-Network has been established to achieve the following objectives [insert objectives] which are congruent with the objectives of the BL-NCE Program; and

E. The BL-Network has been selected, on the basis of its application to the Program, to receive funding under the BL-NCE Program in order that it may carry out research that will yield new scientific knowledge and innovative applications,

**NOW THEREFORE IN CONSIDERATION** of the premises and of the mutual covenants herein, the Parties agree as follows:

## 1. DEFINITIONS

1.1 In this Agreement, the following terms are defined as follows:

- i. "**Agreement**" means this Agreement and all its Appendices, as may be amended from time to time.
- ii. "**Annual Progress Report**" means the report referred to in paragraph 12.1 of this Agreement.
- iii. "**Auditor**" shall be the person or firm referred to in paragraph 13.2 of this Agreement.
- iv. "**BL-NCE Program**" has the meaning set forth in the Recitals.
- v. "**Board**" means the Board of Directors of the BL-Network.
- vi. "**BL-Network**" means [enter name of Network], a not-for-profit corporation incorporated under Part II of the *Canada Corporations Act* and signatory to this agreement.
- vii. "**Commercialization**" means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.
- viii. "**Eligible Expenses**" has the meaning set forth in Section 4 of this Agreement.

- ix. **"Event of Default"** has the meaning set forth in Section 8 of this Agreement.
- x. **"Fiscal Year"** means a twelve (12) month period commencing April 1 and ending March 31 of the following year.
- xi. **"Grant"** means the funds to be provided by the Granting Agencies to the BL-Network pursuant to this Agreement.
- xii. **"Granting Agencies"** means [the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC)]. **"Granting Agency"** means any one of them.
- xiii. **"Independent Member"** means an individual who has no material relationship that could, either directly or indirectly, in practice or appearance, impair the individual's ability to think and act in an independent manner that is in the best interests of the BL-Network. The Board determines which individuals may be deemed Independent Members and details of such determinations must be detailed in a written decision by the Board. The following situations are considered material relationships which preclude an individual from being deemed an Independent Member:
  - (a) Currently being an executive, officer or employee of the BL-Network or one of its affiliates or occupying such a position within the last three years;
  - (b) Receiving or having received at any time payments from the BL-Network or one of its affiliates for services other than directors' fees;
  - (c) Being a partner, executive, employee, officer or director of an entity doing business with the BL-Network;
  - (d) Being, or having been, a partner, executive, officer or employee of a firm or affiliated company that has performed audit services for the BL-Network in the last three years; or
  - (e) Being an immediate family member (e.g. father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child, child of common-law partner, grandparent, grandchild, stepchild, father-in-law, mother-in-law) of a person in any of the above situations.
- xiv. **"Intellectual Property"** means all materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any rights to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law.

- xv. **“Network Investigators”** are researchers who are affiliated to a Network Member and undertake research initiatives to further the goals of the BL-Network.
- xvi. **“Network Member”** means Canadian universities, private sector enterprises or not for profit organizations who have substantial R&D operations in Canada or have potential to benefit from R&D but excludes any “department” or “departmental corporation” as defined in section 2 of the *Financial Administration Act*, any “agent corporation” or “Crown corporation” as defined in subsection 83(1) of the *Financial Administration Act*, any province or municipality.
- xvii. **“Network Strategic Plan”** means the plan described in Section 11.
- xviii. **“Parties”** mean the signatories to this Agreement and **“Party”** means any one of them.

## 2. PURPOSE

2.1 In this Agreement the Parties wish to set out the terms and conditions under which the Granting Agencies shall provide the Grant to the BL-Network.

## 3. DESCRIPTION AND USE OF THE GRANT

3.1 Subject to the terms and conditions in this Agreement, the Granting Agencies shall make payments of the Grant to the BL-Network, in accordance with Appendix A (Payment Schedule).

3.2 The BL-Network will use and distribute the Grant only for Eligible Expenses directly related to, and necessary for, carrying out the project described in Appendix B (Project Description) and only to the extent that they are also directly in furtherance of the following objectives:

- i. Increase private sector R&D capacity (including among SMEs) and receptivity among the results of R&D;
- ii. Increase private sector investment in R&D and advanced technologies;
- iii. Strengthen public-private sector collaborations, including links between young researchers and firms, to address significant research challenges that meet business needs;
- iv. Attract and retain top talent (including internationally recognized researchers, business leaders, post-graduate, and post-doctoral students);
- v. Train high quality graduates and postdoctoral fellows in innovative applied research, and increase the business skills and know-how of the young researchers;
- vi. Create, grow and retain companies in Canada that are able to capture new markets with innovations;

- vii. Accelerate commercialization of leading-edge technologies, goods and services in priority areas where Canada can significantly advance its competitive advantage;
- viii. Create clear paths to market or business applications for the proposed research;
- ix. Seek commercialization benefits that position Canadian firms in high-value segments of production chains;
- x. Strengthen domestic collaborations and ensure that benefits spill over to a wide array of firms, sectors and regions of the country; and
- xi. Attract investment (including foreign direct investment and venture capital).

3.3 The BL-Network may provide Grant funds to Network Member to assist it to carry out activities consistent with this Agreement.

3.4 The BL-Network shall not provide funds to a Network Member under 3.3 unless the Network Member enters into a written agreement with the BL-Network specifying the relationship between them and the terms and conditions under which the BL-Network shall provide funding, including reporting requirements, use of Grant funds, and ownership and exploitation of Intellectual Property. The agreement shall be consistent with this Agreement. For greater certainty, The BL-Network may only provide Grant funds to a Network Member under the same terms as are set out in subsection 3.2 and this shall be reflected in the agreement.

#### **4. ELIGIBLE EXPENSES**

4.1 The Grant shall only be used for the following Eligible Expenses:

- i. Up to 75 per cent of the total networking, commercialization, administration and outreach costs of the BL-Network and the Network Members in direct support of the operation of the BL-Network. Such expenses include Network Director and staff salaries, communication, travel, market study, and prototype development costs. (Detailed guidance on these Eligible Expenses is found in the BL-NCE Program Guide); and
- ii. Up to 50 per cent of the total direct costs of research activity by the BL-Network and the Network Members. These expenses include salary of research staff, protection of intellectual property, equipment, material, and travel. (Detailed guidance on these Eligible Expenses is also found in the BL-NCE Program Guide).

4.2 The Granting Agencies shall be entitled to recover from the BL-Network any amounts claimed that are in excess of the limits in section 4.1 or spent on expenses other than Eligible Expenses, or to set them off against future payments.

## **5. ADDITIONAL GOVERNMENT ASSISTANCE**

5.1 The BL-Network agrees, within 4 months of the end of each Fiscal Year, to provide a statement to the Granting Agencies of all other sources of funding, received or applied for, from other government entities, whether federal, provincial or municipal, during the Fiscal Year.

5.2 If the total government assistance from all sources, received or due, in respect of Eligible Expenses exceeds 100% thereof, the Granting Agencies may recover the excess from the BL-Network or reduce any subsequent payments by an amount equal to the excess.

5.3 The maximum level (stacking limit) of total federal government assistance for this Grant will not exceed 75% of Eligible Expenses, failing which the BL-Network will reimburse the Granting Agencies an amount equivalent to the excess.

## **6. UNUSED FUNDS**

6.1 By August 1, 2013, the BL-Network will return the portion of the Grant not committed or expended on April 1, 2013, to the Granting Agencies.

## **7. REQUIREMENTS FOR USE OF THE GRANT**

7.1 The BL-Network shall inform the Granting Agencies in writing as soon as it ceases to be a not-for-profit corporation, ceases to operate, becomes insolvent, files for bankruptcy, no longer meets the objectives of the BL-NCE Program, or ceases to carry out a significant level of activities in furtherance of the objectives set out in Section 3.2.

## **8. EVENTS OF DEFAULT AND REMEDIES**

8.1 The BL-Network will be in default upon the occurrence of any one or more of the following events ("Events of Default"):

- i. the BL-Network ceases to carry out a significant level of activities in furtherance of the objectives set out in this Agreement;
- ii. the BL-Network has misrepresented or submitted false or misleading information, or does so at any time during this Agreement, to the Granting Agencies;
- iii. the BL-Network fails to comply with any condition, undertaking or material term contained in this Agreement;
- iv. the officers, directors, committee members or employees of the BL-Network fraudulently use Grant funds;
- v. the BL-Network is wound up, liquidated or ceases to exist or becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
- vi. the BL-Network changes its jurisdiction of formation or corporate structure without the prior written consent of the Granting Agencies.

8.2 If a Granting Agency declares under Section 8.1 that an Event of Default has occurred, any or all of the Granting Agencies may immediately exercise one or more of the following remedies, in addition to any remedy at law:

- i. Suspend its obligation to provide Grant funding;
- ii. Terminate any obligation to provide Grant funding; or
- iii. Require, upon demand, that the BL-Network repay the Granting Agencies, as appropriate, all or part of the Grant.

## 9. INTELLECTUAL PROPERTY

9.1 The Granting Agencies make no claim to ownership of intellectual property from the research funded under this Agreement.

9.2 The BL-Network agrees to adopt a policy that encourages and facilitates Commercialization for the greatest benefit to Canada.

## 10. REQUIREMENTS FOR CERTAIN TYPES OF RESEARCH

10.1 The BL-Network agrees to ensure that all necessary certification, permits, licences and other approvals (“approvals”) have been obtained before any research funded, in whole or in part, under this Agreement is carried out. Without limiting the generality of the foregoing, the following is a list of some of the activities for which approvals may be required: research involving human subjects, human pluripotent stem cells, animals, biohazards, radioactive materials, controlled information, and research in the Canadian Territories.

10.2 In the event that the conducted research supported by Grant funds occurs within an institution that is not a party to the Tri-Council *Memorandum of Understanding on the Roles and Responsibilities in the Management of Federal Grants and Awards*, the BL-Network will ensure that the research is carried out in accordance with the following policies and guidelines:

- i. Research involving **human subjects** will meet the requirements of the Tri Council Policy Statement: Ethical Conduct for Research Involving Humans (see <http://www.pre.ethics.gc.ca/english/policystatement/policystatement.cfm> for details);
- ii. Research involving **human pluripotent stem cells** is required to adhere to the Updated Guidelines for Human Pluripotent Stem Cells Research posted on the CIHR website (see <http://www.cihr-irsc.gc.ca/e/34460.html> for details);
- iii. Research requiring the use of **animals** will be conducted in accordance with the policies and guidelines of the Canadian Council on Animal Care: Guide to the Care and Use of Experimental Animals (Volume 1 &2) and hold a valid Certificate of Good Animal Practice – GAP (see [http://www.ccac.ca/en/CCAC\\_Programs/Guidelines\\_Policies/GUIDE\\_S/ENGLISH/toc\\_v1.htm](http://www.ccac.ca/en/CCAC_Programs/Guidelines_Policies/GUIDE_S/ENGLISH/toc_v1.htm) and [http://www.ccac.ca/en/CCAC\\_Programs/Guidelines\\_Policies/GUIDES/ENGLISH/TOC\\_V2.HTM](http://www.ccac.ca/en/CCAC_Programs/Guidelines_Policies/GUIDES/ENGLISH/TOC_V2.HTM) for electronic versions of Volume 1 and 2 respectively);

- iv. Research involving **biohazards** must adhere to the standards outlined in the latest edition of *Laboratory Biosafety Guidelines* of the Public Health Agency of Canada (see <http://www.phac-aspc.gc.ca/publicat/lbg-ldmbl-04/index-eng.php> for details);
- v. Research involving **infectious agents** must adhere to the latest edition of the *Laboratory Biosafety Guidelines* prepared by the Public Health Agency of Canada (see <http://www.phac-aspc.gc.ca/publicat/lbg-ldmbl-04/index-eng.php> for details);
- vi. Research involving **radioactive materials** must comply with all Canadian Nuclear Safety Commission (CNSC) regulations, recommended procedures, and safety precautions governing the use of such materials in Canada (see <http://www.nuclearsafety.gc.ca/eng/lawsregs/index.cfm> for details);
- vii. Research activities having potential **effects on the environment** must adhere to the Environmental Review Policy for Networks Receiving NCE Funds (see Appendix B for details);
- viii. Research involving **controlled information** must comply with all laws and regulations regarding Controlled Information, including but not limited to the Defence Production Act, Export Control Regulations, the Controlled Goods Regulations before, during or after the tenure of a grant from the BL-NCE. The BL-Network will ensure subsequent documentation required by the NCE Secretariat, including Annual Progress Reports, Final Reports, and Network Strategic Plan, will not include information subject to restrictions or controls under the Export and Import Permits Act or its regulations, the Export Control Regulations or the Controlled Goods Regulations (see [http://www.nserc.ca/professors\\_e.asp?nav=profnav&lbi=p7#controlled\\_info](http://www.nserc.ca/professors_e.asp?nav=profnav&lbi=p7#controlled_info) for details).
- ix. Research involving **Aboriginal People** must adhere to the CIHR Guidelines for Health Research Involving Aboriginal People (see <http://www.cihr-irsc.gc.ca/e/29134.html> for details);
- x. Research performed in the Yukon, the Northwest Territories, and Nunavut must be accompanied by the appropriate licences for all researchers. **Research in the North** should be governed by a set of ethical principles as described in the publications by the Association of Canadian Universities for Northern Studies titled - Ethical Principles for the Conduct of Research in the North (see <http://www.acuns.ca/ethical.htm> for details; and
- xi. All research shall comply with the Tri-Council Policy Statement on Integrity in Research and Scholarship (see [http://www.nserc.ca/professors\\_e.asp?nav=profnav&lbi=p9](http://www.nserc.ca/professors_e.asp?nav=profnav&lbi=p9) for details).

## **11. NETWORK STRATEGIC PLAN**

### **11.1 General**

The BL-Network shall provide to the Granting Agencies no later than six (6) months after the payment by the Granting Agencies of the first instalment, a Network Strategic Plan, approved by its Board, of the operations that it plans to carry out during the term of this Agreement.

### **11.2 Content of the Network Strategic Plan**

The Network Strategic Plan shall include:

- i. A description of the goals and proposed activities of the BL-Network and a description of how and when the BL-Network intends to achieve them, together with a budget for each activity;
- ii. A description of the Network, its proposed members, the process for selecting them, and the activities they will carry out; and
- iii. The anticipated revenues and funding for the BL-Network, from sources other than this Agreement.

## **12. REPORTING REQUIREMENTS**

### **12.1 Annual Progress Report**

The BL-Network shall provide to the Granting Agencies, no later than four (4) months after each Fiscal Year end, an Annual Progress Report approved by the Board in respect of the Fiscal Year. The information included in the Annual Progress Report may be made public through the various publications and communications of the Granting Agencies. The Annual Progress Report shall include:

- i. A statement of the BL-Network's objectives and goals for the Fiscal Year and a statement on the extent to which the BL-Network met them;
- ii. A report on conflict of interest matters and any environmental review carried out, if applicable;
- iii. A list of activities undertaken using Grant funds, detailed by expenditure type;
- iv. A statement of strategies used to achieve the identified goals;
- v. A certificate signed by a Director of the BL-Network attesting that it has met all the requirements of this Agreement and, specifically, Section 10;
- vi. A summary of the results of audits and evaluations carried out during the Fiscal Year; and
- vii. A statement of the BL-Network's objectives for the current Fiscal Year and for the foreseeable future including any course corrections or deviations from the original objectives.

## 12.2 Final Report

The BL-Network shall provide to the Granting Agencies, no later than August 1, 2013, a BL-Network Final Report approved by its Board for distribution to the Granting Agencies. The Final Report will detail the impact of the work of the BL-Network upon the objectives set out in 3.2, as well as on the following areas:

- i. Increased private sector investment in R&D and advanced technologies demonstrated through trends in R&D investment of Network partners.
- ii. Creation and growth of companies in Canada that are able to capture new markets with new innovations demonstrated through:
  - (a) Number of companies created/experienced growth using network's results/innovations; and
  - (b) Number of jobs created within BL-Network.
- iii. Enhanced private sector innovation demonstrated through:
  - (a) Evidence of impacts of network innovations on existing industries; and
  - (b) Evidence of new processes and practices that enhance private sector innovation.
- iv. Economic, social and environmental benefits to Canadians demonstrated through:
  - (a) Evidence of the impacts of BL-Network on national, international norms, regulations and policies; and
  - (b) Evidence of economic impacts.

## 13. REPRESENTATIONS AND WARRANTIES

13.1 The BL-Network hereby represents and warrants to the Granting Agencies as follows:

- i. The BL-Network is a validly existing corporation duly incorporated under Part II of the *Canada Corporations Act*;
- ii. The execution and delivery of this Agreement by the BL-Network, and the carrying out by it of all of the activities as contemplated hereby by the BL-Network, have been duly authorized by all requisite corporate action;
- iii. The BL-Network has full power to execute and deliver this Agreement and to perform its obligations hereunder;
- iv. This Agreement constitutes a legally binding obligation of the BL-Network, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with

respect to the granting of a decree ordering specific performance or other equitable remedies;

- v. The BL-Network shall comply with all federal, provincial, territorial, local and foreign laws applicable to it;
- vi. The Board is composed of at least twelve directors, the majority of which are individuals with extensive business experience in the sectors which are funded by the BL-Network;
- vii. At least one third (1/3) of Board members are Independent Members;
- viii. The BL-Network has appointed an executive to manage the day to day administration of the BL-Network;
- ix. The BL-Network will inform the Granting Agencies of any evidence of possible criminal misconduct involving funding under this Agreement and report such matters to the appropriate authorities.

#### **14. FINANCIAL STATEMENTS AND BOOKS OF ACCOUNT**

14.1 The BL-Network shall cause to be prepared audited financial statements for each Fiscal Year in accordance with generally accepted accounting principles in Canada, consistently applied and which shall be approved by the Board.

14.2 The BL-Network agrees to ensure that the Auditor of the BL-Network shall be:

- i. An individual who:
  - (a) Is a member in good standing of an institute or association of accountants incorporated by or under an act of the legislature of a province;
  - (b) Can demonstrate at least five years experience at a senior level in carrying out audits;
  - (c) Is ordinarily resident in Canada; and
  - (d) Is independent of the Board, each of its directors and each of the officers of the BL-Network; or
- ii. A firm of accountants, at least one of whose members meets the qualifications set out in paragraph (a).

14.3 The BL-Network shall cause books of account and other records to be kept and shall establish financial and management practices that will ensure that the Grant is expended in accordance with this Agreement.

14.4 The books of account and other records of the BL-Network shall be maintained in accordance with generally accepted accounting principles, consistently applied, and in such a way that they demonstrate that the Grant is properly protected and controlled and that the BL-Network's business and affairs are conducted in accordance with the

provisions of this Agreement, and in such a way that they will show descriptions and book values of all transactions involving the Grant.

## **15. NETWORK GOVERNANCE**

15.1 The BL-Network will ensure that its letters patent, by-laws or other corporate documents and its operating procedures are, and remain, consistent with this Agreement and all requirements of the BL-NCE Program.

## **16. BOARD OF DIRECTORS**

16.1 The Granting Agencies may designate a staff member to attend, as an observer, meetings of the Board or of any committee of the Board including any executive committee. The BL-Network shall give the Granting Agencies a thirty (30) days written notice of each Board meeting.

## **17. AUDITOR GENERAL MAY AUDIT**

The BL-Network agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the BL-Network, conduct an inquiry under the authority of subsection 7.1(1) of the *Auditor General Act* in relation to the use of Grant funds. For the purposes of any such inquiry undertaken by the Auditor General, the BL-Network shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General,

- i. all records held by the BL-Network, or by its agents or contractors relating to this Agreement and the use of Grant funds; and,
- ii. such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any of this Agreement or the use of the Grant funds.

## **18. FINANCIAL MONITORING**

18.1 The Granting Agencies shall be entitled to visit periodically the BL-Network and its Members to:

- i. assess whether they have the necessary financial and administrative systems and tools to manage research funds in accordance with this Agreement; and
- ii. review Grant expenditures to ensure that these were made in accordance with this Agreement.

## **19. CONFLICT OF INTEREST**

The BL-Network shall adopt and implement a code of conduct in its bylaws for directors, officers, employees and committee members designed to adequately prevent real or perceived conflicts of interest with respect to use of the Grant provided under this Agreement.

## **20. EFFECTIVE DATE AND TERM**

This Agreement shall come into force on the date on when executed by all Parties and shall continue in force until August 1, 2013. Notwithstanding the foregoing, the Parties rights and obligations under Sections 5 (Additional Government Assistance), 17 (Audits), 18 (Monitoring), 22 (Record Keeping), 23 (Access to Information Act and Privacy Act), 25 (Indemnification), 26 (Loans, Capital Lease or Other Long-Term Obligation), 27 (Recognition & Public Disclosure), 28 (Official Marks), 29 (Members of Parliament), 30 (Compliance with Post-Employment Provisions), 31 (Gifts, Inducements and Contingency Fees), 32 (Lobbying Act), 33 (Amounts Owing to the Federal Government) and 34 (General) [Others to be determined] and any other Section which is required to give effect to the termination or to its consequences will survive the expiry or early termination of this Agreement for a period of three years.

## **21. APPROPRIATIONS**

Any payment due by the Granting Agencies under this Agreement is conditional on:

- Parliament appropriating sufficient funds to each Agency for the Fiscal Year in which the payment is due; and
- the Treasury Board providing all required approvals.

## **22. RECORD KEEPING**

The BL-Network shall ensure that accurate accounts and records, including but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Grant are kept for at least six (6) years after its completion and shall, upon reasonable notice, make them available to a representative of the Granting Agencies for inspection and audit.

## **23. ACCESS TO INFORMATION ACT AND THE PRIVACY ACT**

The BL-Network acknowledges that the *Access to Information Act* and the *Privacy Act* apply to the BL-NCE Program. Information as to the use and disclosure of personal information provided to the Granting Agencies can be viewed at:  
[http://www.nce.gc.ca/comp/NCEprogramguide/programguide-c\\_e.htm](http://www.nce.gc.ca/comp/NCEprogramguide/programguide-c_e.htm).

## **24. AMENDMENTS**

This Agreement, together with the Appendices, form the complete agreement among the Parties and no amendment or modification shall be binding upon the Parties unless agreed to in writing by the Parties.

## **25. INDEMNIFICATION**

Except for any claims arising from the negligence of the Granting Agencies' employees or servants, the BL-Network shall indemnify and hold harmless Her Majesty the Queen in Right of Canada, her agents, employees and servants from all claims, demands, losses, damages, costs, actions, suits or proceedings brought by any third party, that are in any manner based upon, arise out of, or relate to this Agreement.

## **26. LOANS, CAPITAL LEASE OR OTHER LONG-TERM OBLIGATION**

Her Majesty the Queen in Right of Canada, her agents, employees and servants will not be held liable in the event the BL-Network enters into a loan, a capital lease or other long-term obligation in relation to the BL-Network for which the grant is provided.

## **27. RECOGNITION & PUBLIC DISCLOSURE**

The BL-Network shall, unless otherwise directed by the Granting Agencies, acknowledge the Grant received under this Agreement and the Granting Agencies in any published paper, report, promotional activity, public presentation and electronic material.

## **28. OFFICIAL MARKS**

The terms “Business-Led Networks of Centres of Excellence, Réseaux de centres d’excellence dirigés par l’entreprise,” are official marks of the Federal Government of Canada as represented by NSERC. The Network shall identify itself as a Business-Led Networks of Centres of Excellence and is permitted to use the name “Business-Led Networks of Centres of Excellence,” the name “Réseaux de centres d’excellence dirigés par l’entreprise,” and the acronyms “BL-NCE” and “RCE-E”. The BL-Network must immediately cease using all official marks upon termination of this Agreement or dissolution of the BL-Network.

## **29. MEMBERS OF PARLIAMENT**

29.1 No member of the House of Commons will be admitted to any share or part of this Agreement or to any benefit to arise there from. No person who is a member of the Senate will, directly or indirectly, be a party to or be concerned in this Agreement.

29.2 Members of Parliament have no role in the delivery or administration of the Program. Members of Parliament may be invited to announce funding decisions.

## **30. COMPLIANCE WITH POST- EMPLOYMENT PROVISIONS**

The BL-Network confirms that no current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive a direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes; and that no member of the Senate or the House of Commons shall be admitted to any share or part of the agreement, or to any benefit arising from it, that is not otherwise available to the general public.

## **31. GIFTS, INDUCEMENTS AND CONTINGENCY FEES**

31.1 The BL-Network represents and warrants that:

- i. It has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining the Agreement, any bribe, gift or other inducement, and

- ii. It has not nor has any person on its behalf employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependant upon the execution of the Agreement.

31.2 The BL-Network represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining the Agreement, any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependent upon the execution of the Agreement.

## **32. LOBBYING ACT**

The BL-Network declares that and any person lobbying on its behalf to obtain funding is in compliance with the *Lobbying Act*.

## **33. AMOUNTS OWING TO THE FEDERAL GOVERNMENT**

The BL-Network must declare any amounts owing to the federal government under legislation or this Agreement. Any amounts payable to the BL-Network may be set off against amounts owing by the BL-Network to the government.

## **34. GENERAL**

34.1 Nothing in this Agreement shall be construed so as to create a legal relationship of partnership, agency or employment among any of the Parties. Each Party is an independent contractor and is not authorized or empowered to act as agent for any other Party for any purpose.

34.2 The Parties acknowledge that the Granting Agencies' role in any research is limited to making a financial contribution to the BL-Network's research program. The Granting Agencies are neither decision makers nor advisors to the BL-Network. Further, the Agencies have not had, nor will they have, any role in the carrying out of the research.

34.3 Notices under this Agreement shall be given by prepaid post, facsimile, email or courier. Notices sent by prepaid post shall be deemed received on the fifth business day following dispatch. Notices sent by facsimile or courier shall be deemed received on the business day following dispatch. Notices sent by email shall be deemed received upon sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement). Notices shall be addressed as follows:

- i. If to the Granting Agencies:

**Insert Particulars**

and to:

Business-Led Networks of Centres of Excellence  
15<sup>th</sup> Floor  
350 ALBERT ST  
OTTAWA ON, K1A 1H5

ii. If to the BL-Network:

**Insert Particulars**

34.4 No Party hereto may assign, directly or indirectly, any right or obligation arising from this Agreement without the prior written consent of all of the other Parties. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.

34.5 This Agreement will be interpreted in accordance with the laws of the province where the Administrative Centre resides and the applicable laws of Canada.

34.6 No failure to enforce any provision of this Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature.

***[signature page follows]***

## SIGNATURES

**[Select appropriate signatory(ies) from list:**

**NSERC**

Signed for and on behalf of NSERC by its duly authorized officer:

\_\_\_\_\_  
Suzanne Fortier, President

Date: \_\_\_\_\_

**SSHRC**

Signed for and on behalf of SSHRC by its duly authorized officer:

\_\_\_\_\_  
Chad Gaffield, President

Date: \_\_\_\_\_

**CIHR**

Signed for and on behalf of the CIHR by its duly authorized officer:

\_\_\_\_\_  
Alain Beaudet, President

Date: \_\_\_\_\_]

Signed for and on behalf of **Insert BL-Network Name** by its duly authorized officer:

\_\_\_\_\_  
Name and Title of authorized officer

Date: \_\_\_\_\_

## APPENDIX A – PAYMENT SCHEDULE

Grant funding per year:

Fiscal Year	[agency]	[agency]	[agency]	Total
2008-2009	Grant amount	Grant amount	Grant amount	Year Total
2009-2010	Grant amount	Grant amount	Grant amount	Year Total
2010-2011	Grant amount	Grant amount	Grant amount	Year Total
2011-2012	Grant amount	Grant amount	Grant amount	Year Total
Total Funding	Total	Total	Total	Total Award Y

Instalments:

**To be determined**

## APPENDIX B – PROJECT DESCRIPTION