



Government of Canada Gouvernement du Canada

Networks of Centres
of Excellence of Canada Réseaux de centres
d'excellence du Canada

FUNDING AGREEMENT

Between:

**The Canadian Institutes of Health Research (“CIHR”)
and
The Natural Sciences and Engineering Research Council (“NSERC”)
and
The Social Sciences and Humanities Research Council (“SSHRC”)
and
NAME OF BL-NETWORK**

WHEREAS:

A. This Agreement is made and effective as of the date of last signing (herein the "Effective Date") by all Parties;

B. 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;

C. The goal of the BL-NCE program is to address private sector research and development (R&D) challenges in Canadian research priority areas through the creation of business-led research networks ("BL-Networks") that increase private sector investment in R&D, innovation and competitiveness;

D. The BL-NCE Program is a program of the Government of Canada jointly administered by the *Natural Sciences and Engineering Research Council*, the *Social Sciences and Humanities Research Council* and the *Canadian Institutes of Health Research* in partnership with *Industry Canada* and *Health Canada*;

E. The **Insert Name of BL-Network** has been established to achieve the following objectives:

1. ;
2. ;
3. ; and,
4. ;

which are congruent with the objectives of the BL-NCE Program; and

F. The BL-Network has been selected, on the basis of its Application to the BL-NCE 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 relevant to private sector partners.

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

1. DEFINITIONS

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

- i. **"Administrative Centre"** means the central administrative offices of the BL-Network.
- ii. **"Agreement"** means this Agreement and all its appendices, as may be amended from time to time.
- iii. **"Annual Report"** means the report referred to in section 11.1 of this Agreement.

- iv. **“Application”** means the full application submitted on behalf of the BL-Network to the BL-NCE Program as reviewed and approved by the Granting Agencies.
- v. **“Award Letter”** means the letter sent by the NCE Secretariat to the BL-Network applicant and Granting Agencies confirming the Fiscal Year allocation of the Grant.
- vi. **“BL-NCE Program”** has the meaning set forth in the Recitals.
- vii. **“BL-NCE Program Guide”** means the guide published in connection with the BL-NCE Program detailing the processes, procedures and Eligible Expenses of the BL-NCE Program in existence at the time of this Agreement, as may be amended from time to time.
- viii. **“BL-Network”** means **INSERT BL-NETWORK NAME**, a not-for-profit corporation incorporated under *Canada Not-for-profit Corporations Act* and signatory to this Agreement.
- ix. **“Board”** means the Board of Directors of the BL-Network.
- x. **“Capital Expenditures”** are fixed, one-time expenses incurred for the purchase of equipment used in the production of goods or in the rendering of services. A capital expenditure is incurred when funds are paid or irrevocably committed to buy fixed assets or to add to the value of an existing fixed asset
- xi. **“Commercialization”** means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.
- xii. **“Consent to Disclosure Form”** means the form in Appendix A of this Agreement.
- xiii. **“Eligible Expenses”** has the meaning set forth in section 4 of this Agreement.
- xiv. **“Event of Default”** has the meaning set forth in section 8 of this Agreement.
- xv. **“Fiscal Year”** means a twelve (12) month period commencing April 1 and ending March 31 of the following year.
- xvi. **“Grant”** means the funds to be provided by the Granting Agencies to the BL-Network pursuant to this Agreement.
- xvii. **“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.
- xviii. **“Independent Member”** means an individual:

(a) who has no material relationship with the BL-Network or a Network Member that would impair or appear to impair, an individual's ability to think and act in an independent manner that is in the best interests of the BL-Network; or

(b) who will not benefit directly from the activities of the BL-Network.

The Board determines which individuals are Independent Members and details of such determinations must be provided in a written decision by the Board.

- xix. **"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.
- xx. **"Matching Contributions"** means the cash and in-kind contributions that will be provided by sources other than the Granting Agencies to match the Eligible Expenses of the BL-Network Grant.
- xxi. **"Maximum Salary Level"** means the maximum remuneration payable from the Grant and applicable to full time staff or contracted positions.
- xxii. **"Monitoring Review Board"** means a sub-group of the Private Sector Advisory Board that assesses the BL-Network's adherence to the program objectives and requirements.
- xxiii. **"Network Agreement"** means the agreement between the BL-Network and the Network Members which sets out the rights and obligations of each party with respect to the funds provided to the Network Members. The terms and conditions of the Network Agreement will be consistent with the terms and conditions of this Agreement.
- xxiv. **"Network Investigators"** are researchers who are affiliated to a Canadian academic Network Member and undertake research initiatives to further the goals of the BL-Network.
- xxv. **"Network Member"** means (a) Canadian institutions eligible to receive Grants from the Granting Agencies; and (b) private sector enterprises and/or not for profit organizations who have substantial R&D operations in Canada or have the 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, provincial entities, municipality or municipal entities.
- xxvi. **"Parties"** mean the signatories to this Agreement.

- xxvii. **“Private Sector Advisory Board”** means the advisory board assembled by the Granting Agencies to evaluate applications to the BL-NCE Program and make funding recommendations based on a review process.
- xxviii. **“Term”** means a period of five (5) years from the Effective Date.
- xxix. **“Tri-Agency Financial Administration Guide”** means the guide published by the Granting Agencies detailing the Granting Agency policies on the uses, responsibilities, accountabilities, and administration of Grant funds, in existence at the Effective Date, as may be amended from time to time.

2. PURPOSE

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

3. DESCRIPTION AND USE OF THE GRANT

3.1 The Granting Agencies grant \$XXXXXX to the BL-Network based on the Application, such Grant to be administered by the Administration Centre in accordance with the terms and conditions of this Agreement, the BL-NCE Program Guide, the Tri-Agency Financial Administration Guide and the Network Agreement. The Grant will be provided as follows:

CIHR Grant #	_____	\$	_____
NSERC Grant #	_____	\$	_____
SSHRC Grant #	_____	\$	_____

3.2 Subject to the terms and conditions of this Agreement, the Granting Agencies shall make payments of the Grant to the BL-Network, in accordance with the Fiscal Year allocation set out in the Award Letter, which will fund the Network Member(s), pursuant to the terms set out in the Network Agreement, upon direction by the Board and in accordance with the BL-Network’s decision to fund activities.

3.3 The BL-Network will ensure that the use and distribution of the Grant is only for Eligible Expenses directly related to, and necessary for, carrying out the activities described in the Application 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).

3.4 The BL-Network shall not direct that funds be provided to a Network Member under subsection 3.2 until such time as the Network Member is approved by the Board and has entered into a Network Agreement with the BL-Network. For greater certainty, the BL-Network may only direct that Grant funds be provided to a Network Member under the same terms as are set out in subsection 3.3 and this shall be reflected in the Network Agreement.

3.5 The BL-Network shall not direct that Grant funds be provided to a Network Member under subsection 3.2 until such a time as the Network Member has provided the BL-Network with the Consent to Disclosure forms (Appendix A) duly executed by the Network Investigators receiving funds.

3.6 The Granting Agencies will review the Annual Report to satisfy themselves that the activities of the BL-Network are progressing satisfactorily and that they comply with the policies, terms and conditions of the BL-NCE Program.

3.7 The Granting Agencies may change the Fiscal Year allocation of the Grant as set out in the Award Letter by prior written notice to the BL-Network.

4. ELIGIBLE EXPENSES

4.1 The BL-NCE Program is a matching fund program.

“Matching Contributions” may be in the form of cash or in-kind. Grant funds used for direct cost of research must be matched during the Term by a ratio of 1:1, that is, every Grant dollar spent on the direct cost of research must be

matched by one dollar of cash or in-kind. Grant funds for networking, commercialization, administration and outreach costs must be matched during the Term by a ratio of 3:1, that is, every three Grant dollars spent on these activities must be matched by one dollar of cash or in-kind. For greater certainty, the Matching Contributions must be received and spent by the BL-Network during the Term of this Agreement.

In the event that the BL-Network does not satisfy the matching requirement above set out, the amount of the Grant shall be reduced by the amount of such shortfall and the BL-Network shall pay such amount to the Receiver General of Canada within three (3) months of the expiration of the Term.

4.2 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 administrative 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/or 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).

Where an research activity requires Capital Expenditures that are vital to its success, the cost of that equipment will be an Eligible Expense provided that: (i) the total cost of equipment does not exceed \$1 million; and (ii) the total cost of equipment does not represent more than 20% of the total Eligible Expenses that the BL-Network expended for the direct cost of research.

4.3 The Granting Agencies shall be entitled to recover from the BL-Network any amounts claimed that are 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 four (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 The maximum level (stacking limit) of total government assistance (federal, provincial and municipal) 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.

5.3 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.

6. UNUSED FUNDS

Any portion of the Grant not expended with services rendered by the end of the Term, will be returned to the Receiver General of Canada within three (3) months of the expiration of the Term.

7. NOTICE REQUIREMENT

The BL-Network shall inform the Granting Agencies in writing as soon as it incurs any of the Events of Default identified in section 8.1.

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 or a Network Member 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 or a Network Member fraudulently use Grant funds or use Grant funds in a manner not consistent with the Tri-Agency Financial Administration Guide or the BL-NCE Program Guide;
- 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;
- vi. the BL-Network changes its jurisdiction of formation or corporate structure without the prior written consent of the Granting Agencies; and
- vii. the Annual Review outlined in section 17.1 of this agreement results in a recommendation to cease funding the BL-Network.

8.2 If a Granting Agency declares 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 shall manage Intellectual Property in accordance with the Network Agreement.

10. REQUIREMENTS FOR CERTAIN TYPES OF RESEARCH

The BL-Network agrees to ensure that:

- i. 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, infectious agents, radioactive materials, controlled information, aboriginal people, research in the Canadian Territories, and research with effects on the environment; and
- ii. That the policies of governmental authorities related to the research being conducted are complied with.

11. REPORTING REQUIREMENTS

11.1 Annual Reporting

The BL-Network shall provide to the Granting Agencies, in a form to be provided by the Granting Agencies, an Annual Report and Annual Progress Report approved by the Board in respect of each Fiscal Year of the Term and no later than four (4) months after the end of a Fiscal Year. The information included in the Annual Report and Annual Progress Report may be made public through the various publications and communications of the Granting Agencies. The Granting Agencies shall provide annually to the BL-Network updated Annual Reporting templates and guidelines developed in accordance with the criteria of the BL-NCE Program and which specify the submission deadlines for each element of the Annual Report.

11.2 The Annual Report shall include:

- i. Bilingual Corporate-style reports developed annually by the BL-Network;
- ii. Statistical tables;
- iii. Summary reports from the BL-Network and Network Members including individual and consolidated statements of accounts, and statements of other sources of funding to the BL-Network and the Network Members;

- iv. A report on conflict of interest matters and any environmental review carried out, if applicable; and
- v. A qualitative account of:
 - (a) The major achievements of the BL-Network over the previous year;
 - (b) A statement of strategies used to achieve the identified goals; and
 - (c) A statement of the BL-Network's objectives for the current Fiscal Year and for the foreseeable future including any corrections or deviations from the objectives of the strategic plan described in the Application.

11.3 Final Report

The BL-Network shall provide to the Granting Agencies, in a form to be provided by the Granting Agencies, no later than four (4) months after: the BL-Network ceasing to carry out activities in furtherance of the objectives contained in the strategic plan; or the expiration of the Term, whichever shall first occur, a BL-Network Final Report approved by its Board for distribution to the Granting Agencies. The BL-Network will maintain basic operation that enables the collection, development and submission of the Final Report. The Final Report will detail the impact of the work of the BL-Network upon the objectives set out in 3.3, as well as on the following areas:

- i. The most significant research activities and discoveries enabled by the BL-Network;
- ii. The BL-Network's key achievements, together with an explanation of how the BL-Network has worked to solve sector challenges;
- iii. Enhanced private sector collaboration and innovation; and
- iv. Economic, social and environmental benefits to Canadians.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- i. 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;
- ii. The BL-Network has full power to execute and deliver this Agreement and to perform their obligations hereunder;
- iii. This Agreement constitutes a legally binding obligation of the BL-Network enforceable in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- iv. The BL-Network will inform the Granting Agencies of any evidence of possible criminal misconduct involving funding under this Agreement and shall report such matters to the appropriate authorities;
- v. The Administrative Centre has and shall have throughout the Term of this Agreement, suitable accommodations, as well as access to appropriate computer, communications and financial administration systems needed to serve effectively as the administrative secretariat of the BL-Network;
- vi. The BL-Network will oversee and guarantee that necessary controls (i.e. satisfactory processes and procedures) are in place and implemented to ensure that transactions charged to the Grant are Eligible Expenses and compliant with the Granting Agency guidelines;
- vii. The BL-Network is a validly existing corporation duly incorporated under *Canada Not-for-profit Corporations Act*, and will maintain this corporation during the Term;
- viii. The BL-Network shall comply with all federal, provincial, territorial, local and foreign laws applicable to it;
- ix. The Board shall, within six (6) months following the execution of this Agreement, be composed of at least twelve (12) directors, the majority of which shall be individuals with extensive business experience and include representatives of sectors of focus by the BL-Network;
- x. At least one third (1/3) of Board members are Independent Members within six (6) months following the execution of this Agreement;
- xi. The Board will approve the Annual Report and Final Report prior to the submission to the Granting Agencies;
- xii. The BL-Network will respect the Maximum Salary Level outlined in the BL-NCE Program Guide for all administrative positions paid by any part of the Grant;
- xiii. The BL-Network has appointed an executive to manage the day to day administration of the BL-Network and that person has committed at least 70% of their full time equivalent to the BL-Network; and
- xiv. For all legal matters requiring legal counsel, the BL-Network will ensure that any legal representative is independent of the Board, each of its directors and each of the officers of the BL-Network.

13. NETWORK GOVERNANCE

13.1 The BL-Network will ensure that its articles of incorporations, 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.

13.2 The BL-Network will provide the Granting Agencies with copies of the documents identified in section 13.1 upon completion and/or approval by the Board.

14. POST-AWARD SUPPORT

The Granting Agencies may designate a staff member to participate, as an observer, in meetings of the Board and its committees. The staff member designated by the Granting Agencies will provide the Board and its committees with clarification on relevant program information related to this Agreement, the BL-NCE Program and other programs of the Granting Agencies and provide insight on the BL-Network Annual Reporting prior to Board approval. The BL-Network shall give the Granting Agencies the same notice as provided to the members of the Board and its committees in advance of each meeting and provide the relevant documentation at least seven (7) business days before the scheduled meeting date.

15. 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 Network Members and 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.

16. FINANCIAL MONITORING

The Granting Agencies shall be entitled to visit periodically the BL-Network and its Network 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.

17. NETWORK REVIEW PROCESS

17.1 Annual Review

- i. The progress of the BL-Network will be assessed annually against the program criteria of the BL-NCE Program by the Monitoring Review Board.
- ii. Based on the assessment identified in 17.1 (i) the Monitoring Review Board may recommend continued funding, phasing out of the BL-Network, or the completion of an in-depth review of the BL-Network by a

panel of experts assembled by the Granting Agencies who will assess the performance of the BL-Network against the BL-NCE Program criteria.

- iii. The Granting Agencies may, in their absolute discretion, terminate this Agreement and provide no further funding if the results of the Annual Review are not to their satisfaction.

17.2 Year Five (5) Review

- i. In year five (5) of the BL-Network's operation, at the written request of the BL-Network, the Granting Agencies may renew the Grant for one additional five-year period based on the recommendation of the Private Sector Advisory Board following an evaluation of the renewal application submitted by the BL-Network, and the approval of the Granting Agencies.

18. 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. The conflict of interest policy shall be no less stringent than the policy outlined in "Appendix C" of the BL-NCE-Network Program Guide.

19. SURVIVAL

The rights and obligations of the Parties under Sections 5 (Additional Government Assistance), 8 (Events of Defaults and Remedies), 9 (Intellectual Property), 11 (Reporting Requirements), 15 (Auditor General May Audit), 16 (Financial Monitoring), 21 (Record Keeping), 22 (Access to Information Act and the Privacy Act), 24 (Indemnification), 25 (Loans, Capital Lease or Other Long-Term Obligation), 26 (Recognition & Public Disclosure), 27 (Official Marks), 28 (Members of Parliament), 29 (Compliance with Post-Employment Provisions), 30 (Gifts, Inducements and Contingency Fees), 31 (Lobbying Act), 32 (Amounts Owing to the Federal Government), 33 (Acknowledgement) and 34 (General) 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 (3) years.

20. APPROPRIATIONS

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

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

21. RECORD KEEPING

21.1 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 and shall, upon reasonable notice, make them available to a representative of the Granting Agencies for review.

21.2 The BL-Network shall ensure proper retention and storage of all the Consent to Disclosure forms and shall, upon reasonable notice, provide copies or make them available to a representative of the Granting Agencies for review.

22. 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 in the BL-NCE Program Guide.

23. 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.

24. INDEMNIFICATION

Except for any claims arising from the negligence of the Granting Agencies' employees or servants, the BL-Network shall indemnify and hold harmless the Granting Agencies and Her Majesty the Queen in Right of Canada, their 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 the Grant or to this Agreement.

25. LOANS, CAPITAL LEASE OR OTHER LONG-TERM OBLIGATION

The Granting Agencies and Her Majesty the Queen in Right of Canada, their 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.

26. 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.

27. 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 BL-Network shall identify itself as a Business-Led Network of Centre of Excellence and is permitted to use the name "Business-Led Network of Centre 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.

28. MEMBERS OF PARLIAMENT

28.1 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.

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

29. 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 *Policy on Conflict of Interest and Post-Employment*, the *Values and Ethics Code for the Public Sector* 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.

30. GIFTS, INDUCEMENTS AND CONTINGENCY FEES

The BL-Network represents and warrants that:

- i. It has not, nor has any person on its behalf 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 Grant, 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 dependent upon the execution of the Agreement.

31. LOBBYING ACT

The BL-Network represents and warrants that:

- i. it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependent upon the execution of the Agreement or the person arranging a meeting with any Public Office Holder;
- ii. it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person, directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependent upon the person arranging a meeting with any Public Office Holder;
- iii. any person who, for consideration, directly or indirectly, communicated with or arranged a meeting with any Public Office Holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Act;
- iv. any person who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with any Public Office Holder will be in compliance with all requirements of the Act; and
- v. at all relevant time the BL-Network has been, is and will remain in compliance with the Act.

32. 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.

33. ACKNOWLEDGEMENT

The BL-Network acknowledges having received and reviewed the BL-NCE Program Guide and the Tri-Agency Financial Administration Guide and agree to be bound by them as they may, from time to time, be amended by the Granting Agencies, provided that no amendment will unreasonably expand the obligations of the BL-Network or impose upon them any obligation which is not already set out in this Agreement. Notice of any such permitted amendments will be provided in writing to the BL-Network.

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 proposed activities. 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:

Networks of Centres of Excellence
16th Floor Mailroom
350 ALBERT ST
OTTAWA ON, K1A 1H5

- ii. If to the BL-Network:

INCLUDE CORRESPONDENCE ADDRESS

Or any such other address as any party may specify in writing to the other parties.

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

NSERC

Signed for and on behalf of Natural Science of Engineering Research Council by its duly authorized officer:

Per: _____
Janet Walden, Chief Operating Officer

Date: _____

CIHR

Signed for and on behalf of Canadian Institutes of Health Research by its duly authorized officer:

Per: _____
Alan Beaudet, President

Date: _____

SSHRC

Signed for and on behalf of Social Sciences and Humanities Research Council by its duly authorized officer:

Per: _____
Chad Gaffield, President

Date: _____

NAME OF ORGANIZATION

Per: _____
Name, Role

Date: _____

Per: _____
Name, Role

Date: _____

I/We have authority to bind the corporation

APPENDIX A - CONSENT TO DISCLOSURE FORM

Name:
Institution:
Position:
Research Project:

By accepting funding from CIHR, NSERC and/or SSHRC (agencies) through the **BL-NETWORK NAME** (the BL-Network), I understand that maintaining public trust in the integrity of researchers is fundamental to building a knowledge-based society and I affirm that I have read and I agree to respect all the policies of these agencies that are relevant to my research, including the Tri-Agency Framework: Responsible Conduct of Research (<http://www.rcr.ethics.gc.ca/eng/policy-politique/framework-cadre/>). In cases of a serious breach of agency policy, CIHR, NSERC and/or SSHRC may publicly disclose my name, the nature of the breach, the institution where I was employed at the time of the breach and the institution where I am currently employed. I accept this as a condition of applying for, or receiving, agency funding and I consent to such disclosure.

Signature

Date