



Government of Canada

**Networks of Centres
of Excellence**

Gouvernement du Canada

**Réseaux de centres
d'excellence**

FUNDING AGREEMENT

Between

**[select funding agency (ies) - only those actually contributing funds
to this agreement should be listed as parties]:**

And

[INSERT NAME OF CECR] (“the Centre”)

WHEREAS:

- A.** The Government of Canada has created the Centres of Excellence for Commercialization and Research ("CECR") Program ("CECR 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 CECR Program is to create internationally recognized centres of excellence in research and commercialization in the areas of priority for the Government of Canada to deliver economic, social, health and environmental benefits to Canadians;
- C.** The CECR 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 Centre has been established to achieve the following objectives [insert objectives] which are congruent with the objectives of the CECR Program; and
- E.** The Centre has been selected, on the basis of its Application, to receive funding under the CECR Program.

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. "**Administrative Centre**" means the central administrative offices of the Centre .
 - 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 paragraph 10 of this Agreement.
 - iv. "**Application**" means the full application submitted on behalf of the Centre to the CECR Program 2013 Competition, as reviewed and approved by the Granting Agencies.
 - v. "**Board**" means the Board of Directors of the Centre.
 - vi. "**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.
 - vii. "**CECR Program**" has the meaning set forth in the Recitals.
 - viii. "**CECR Program Guide**" means the guide published in connection with the CECR Program detailing the processes, procedures and Eligible Expenses of the CECR Program in existence at the time of this Agreement, as may be amended from time to time.

- ix. "**Centre**" means CENTRE NAME, a not-for-profit corporation incorporated federally or provincially.
- x. "**Commercialization**" means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.
- xi. "**Eligible Expenses**" has the meaning set forth in Section 4 of this Agreement.
- xii. "**Event of Default**" has the meaning set forth in Section 8 of this Agreement.
- xiii. "**Federal Sources**" means 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*.
- xiv. "**Fiscal Year**" means a twelve (12) month period, commencing April 1 and ending March 31 of the following year, unless otherwise specified.
- xv. "**Grant**" means the funds to be provided by the Granting Agencies to the Centre pursuant to this Agreement.
- xvi. "**Granting Agencies**" means [the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and/or the Social Sciences and Humanities Research Council (SSHRC)]. "**Granting Agency**" means any one of them. [delete and adapt depending on the agencies providing funding]
- xvii. "**Independent Member**" means an individual:
 - a) Who has no material relationship with the Centre or a Centre 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 Centre; or
 - b) Who will not benefit directly significantly from the activities of the Centre.

The Board determines which individuals are Independent Members and details of such determinations must be provided in a written decision by the Board.
- xviii. "**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.
- xix. "**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 Grant as further defined in sections 4.2 and 4.4.
- xx. "**Monitoring Review Board**" means a sub-group of the Private Sector Advisory Board that assesses the Centres' adherence to program objectives and requirements.
- xxi. "**Parties**" means the signatories to this Agreement and "**Party**" means any one of them.

- xxii. “**Private Sector Advisory Board**” means the advisory board assembled by the Granting Agencies to evaluate applications to the CECR Program and make funding recommendations to the Granting Agencies based on a review process.
- xxiii. “**Term**” means the period from the date of execution of this Agreement by all Parties, to <<END DATE>>.
- xxiv. “**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

- 2.1. In this Agreement the Parties wish to set out the terms and conditions under which the Granting Agencies shall disburse the Grant to the Centre as set out in Annex A (Payment Schedule) of this Agreement.

3. DESCRIPTION AND USE OF THE GRANT

- 3.1. The Granting Agencies grant \$<<Insert Total Grant Amount>> to the Centre based on the Application, such Grant to be used by the Centre in accordance with the terms and conditions of this Agreement, the CECR Program Guide, and the Tri-Agency Financial Administration Guide. The Grant will be provided as follows:

3.1.1 CIHR Grant # _ <<Insert Grant #>> _ \$ <<Grant Portion>>
NSERC Grant # _ <<Insert Grant #>> _ \$ <<Grant Portion>>
SSHRC Grant # _ <<Insert Grant #>> _ \$ <<Grant Portion>>

- 3.2. The Centre will ensure that the use and distribution of the Grant is only for Eligible Expenses directly related to, and necessary for, carrying out the Business Plan described in the Application and only to the extent that they are also directly in furtherance of the following objectives:
 - i. Brand Canada as the host of internationally recognized centres of excellence that will yield economic, social, health or environmental benefits to Canadians;
 - ii. Draw on existing research and commercialization strength, infrastructure, networks and funding capacity to enhance their impact;
 - iii. Attract, retain and provide training to highly qualified personnel (including internationally recognized business leaders);
 - iv. Open up new opportunities for Canadian researchers and firms to access world-class equipment, facilities and networks;
 - v. Create, grow and retain companies in Canada that are able to capture new markets with breakthrough innovations;
 - vi. Accelerate the commercialization of leading edge technologies, goods, services in priority areas where Canada can significantly advance its competitive advantage;
 - vii. Attract investment (including foreign direct and venture capital investments); and

- viii. Strengthen domestic collaboration and ensure that benefits spill over to a wide array of firms, organizations, sectors and regions of the country.
- 3.3. The Granting Agencies may change the Fiscal Year allocation of the Grant as set out in the Agreement by prior written notice to the Centre.

4. ELIGIBLE EXPENSES

- 4.1. The CECR program is a matching program.
- 4.2. **“Matching Contributions”** may be in the form of cash or in-kind and cannot be from Federal Sources. CECR Grant funds used for Commercialization Costs must be matched during the Term of this Agreement by a ratio of 1:1. Every CECR Grant dollar spent on Commercialization Costs must be matched by one dollar of cash or in-kind. CECR Grant funds for other Eligible Expenses must be matched during the Term of this Agreement by a ratio of 3:1. Every three CECR Grant dollars spent on other Eligible Expenses must be matched by one dollar of cash or in-kind. For greater certainty, the Matching Contributions must be received and spent by the Centre during the Term of this Agreement.
- 4.3. In the event that the Centre does not satisfy the matching requirement set out above, the amount of the Grant shall be reduced by the amount of such shortfall and the Centre shall pay such amount to the Receiver General of Canada within three (3) months of the expiration of the Term. The centre must return the funds to to the NCE Secretariat, with a cheque addressed to the Receiver General of Canada.
- 4.4. Subject to the limits set out in 4.2, the Grant may only be used by the Centre to pay for the Eligible Expenses in the following categories, all of which are more particularly described in the CECR Program Guide:
 - i. Operating Costs;
 - ii. Salary Costs;
 - iii. Knowledge Mobilization Costs;
 - iv. Commercialization Costs; and
 - v. Capital Expenditures: Where an activity requires capital equipment expenditures that are vital to its success, the cost of that equipment will be an Eligible Expense, provided that: (i) the cost of such equipment does not exceed \$1 million; and (ii) the cost of such equipment does not represent more than 20% of the total Eligible Expenses that the Centre expended for commercialization from the first grant received through the CECR Program;
 - vi. Expenses related to the construction, purchase, or lease of a building are not Eligible Expenditures and are not considered to be Matching Contributions.
- 4.5. The Granting Agencies shall be entitled to recover from the Centre any amounts claimed that are in excess of the limits in sections 4.2 and 4.4 or spent on expenses other than Eligible Expenses, or to set them off against future payments.
- 4.6. The Centre will not transfer funds from the Grant to:

- i. any “department” or “departmental corporation”, as defined in section 2 of the Financial Administration Act, R.S.C, 1985, c. F-11 (“FAA”)
- ii. any “agent corporation” or “Crown Corporation”, as defined in subsection 83 (1) of the FAA;
- iii. any province, or;
- iv. any municipality.

5. ADDITIONAL GOVERNMENT ASSISTANCE

- 5.1. The Centre 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. The maximum level (stacking limit) of total government assistance for this Grant will not exceed 100% of Eligible Expenses, failing which the Centre will reimburse the Granting Agencies the 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 Centre or reduce any subsequent payments by an amount equal to the excess.
- 5.4. Notwithstanding sections 5.2 and 5.3, additional funding attracted by the Centre from governmental or non-governmental sources will not reduce the amount of the Grant provided that the Granting Agencies determine that these additional funds are being used to extend or accelerate the achievement of the Centre’s overall objectives by expanding its activities for the benefit of Canadians.

6. UNUSED FUNDS

- 6.1. Any portion of the Grant that has not been paid out 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. The centre must return the funds to the NCE Secretariat, with a cheque addressed to the Receiver General of Canada.

7. NOTICE REQUIREMENTS

- 7.1. The Centre 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 Centre will be in default upon the occurrence of any one or more of the following events (“Events of Default”):
 - i. the Centre ceases to carry out a significant level of activities in the opinion of the Granting Agencies in furtherance of the objectives set out in this Agreement;
 - ii. the Centre has misrepresented or submitted false or misleading information, or does so at any time during the Term of this Agreement, to the Granting Agencies;

- iii. the Centre fails to comply with any condition, undertaking or material term contained in this Agreement;
 - iv. the officers, directors, committee members or employees of the Centre or a Centre Member fraudulently use Grant funds or use Grant funds in a manner not consistent with the CECR Program Guide or the Tri-Agency Financial Administration Guide;
 - v. the Centre 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 Centre 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; and
 - iii. Require upon demand that the Centre 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 projects they fund.
- 9.2. The Centre agrees to adopt a policy that encourages and facilitates Commercialization for the greatest benefit to Canada.

10. REPORTING REQUIREMENTS

10.1. Annual Report

The Centre shall submit to the Granting Agencies on July 31st of each fiscal year, commencing 201x, an Annual Report approved by its Board of its operations during the preceding fiscal year and its planned operation for the subsequent fiscal year in respect of funding under this Agreement. The information included in the Annual Report may be made public through the various publications and communications of the Granting Agencies.

- 10.2. For the first Annual Report submitted to the Granting Agencies, through the secretariat responsible for the delivery of the CECR Program, the Centre shall provide an updated budget along with an updated description of the proposed activities of the Centre towards achieving its objectives and milestones.

10.3. The Annual Report shall include:

- i. A financial statement of accounts;

- ii. a list of Centre participants and statistical tables;
- iii. a report on conflict of interest matters and any environmental review carried out, if applicable;
- iv. a list of activities undertaken with the Grant detailed by expenditure type, and a description of progress achieved to date against key indicators, identified by the Centre;
- v. a summary of the results of audits and evaluations carried out during the Fiscal Year;
- vi. a statement signed by the CFO of the Centre, containing the CECR-funded Eligible Expenses of the Centre as well as the Matching Contributions by category of Eligible Expenses;
- vii. a statement of the Centre's objectives for the current Fiscal Year and for the foreseeable future including any course corrections or deviations from the original objectives;
- viii. a description of the proposed activities to be undertaken within the context of this Agreement, and a description of how the Centre intends to implement them;
- ix. a proposed schedule for their implementation;
- x. the planned expenditures for the activities in the upcoming Fiscal Year;
- xi. the anticipated results of those activities;
- xii. reference to the Centre's previous Fiscal Year's annual report, especially its successes and remaining challenges;
- xiii. short and medium terms outcomes;
- xiv. the anticipated revenues and funding from other sources;
- xv. risk assessments and mitigation strategies and ongoing performance monitoring strategies.

10.4. Final Report

The Centre shall provide to the Granting Agencies, once the Centre ceases to carry out activities in furtherance of the objectives contained in the Application or the expiration of the Term, whichever shall first occur, a CECR Final Report approved by its Board for distribution to the Granting Agencies. The Final Report will detail the impact of the work of the Centre upon the objectives set out in the Application, as well as on the following areas:

- i. The Centre's key achievements;
- ii. Enhanced private sector collaboration and innovation; and
- iii. Economic, social and environmental benefits to Canadians.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 11.1. The Centre hereby represents, warrants and covenants to the Granting Agencies as follows:
- i. The Centre is a validly existing corporation duly incorporated federally or provincially;
 - ii. The execution and delivery of this Agreement by the Centre, and the carrying out by it of all of the activities as contemplated hereby by the Centre have been duly authorized by all requisite corporate action;
 - iii. The Centre 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 Centre, enforceable against it 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;
 - 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 Centre;
 - vi. The Centre 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 CECR Program Guide, and Granting Agency guidelines;
 - vii. The Centre shall comply with all federal, provincial, territorial, local and foreign laws applicable to it;
 - viii. 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 are individuals with extensive business experience in the sectors which are funded by the Centre;
 - ix. A minimum of one third (1/3) of Board members are Independent Members;
 - x. The Centre has appointed an executive to manage the day to day administration of the Centre; and
 - xi. The Centre will inform the Granting Agencies of any evidence of possible criminal misconduct involving funding under this Agreement and shall immediately report such matters to the appropriate authorities.

12. CENTRE GOVERNANCE

- 12.1. The Centre will ensure that its articles of incorporation, by-laws and other corporate documents and its operating procedures are, and remain, consistent with this Agreement and all requirements of the CECR Program.

13. POST-AWARD SUPPORT

13.1. 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 CECR Program and other programs of the Granting Agencies. The Centre shall give the Granting Agencies the same notice as is provided to the members of the Board and its committees in advance of each meeting.

14. AUDITOR GENERAL MAY AUDIT

14.1. The Centre agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the Centre 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 Centre 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 Centre, 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.

15. FINANCIAL MONITORING

15.1. The Granting Agencies shall be entitled to visit periodically the Centre to:

- i. assess whether it has the necessary financial/administrative controls to properly and effectively manage its funds; and
- ii. review Grant expenditures to ensure that these were made in accordance with this Agreement.

16. CENTRE REVIEW PROCESS

16.1. Annual Review

- i. The progress of the Centre will be assessed annually against the program criteria of the CECR Program by a monitoring review process.
- ii. Based on the assessment identified in 16.1 (i) a monitoring review may recommend continued funding, phasing out of the Centre, or the completion of an in-depth review of the Centre by a panel of experts assembled by the Granting Agencies who will assess the performance of the Centre against the CECR 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. COMPLIANCE AUDITS

17.1. The Granting Agencies may direct from time to time the Centre to conduct compliance audits that must be duly approved by the Board.

18. CONFLICT OF INTEREST

18.1. The Centre will 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 B" of the CECR Program Guide

19. SURVIVAL

19.1. The Parties' rights and obligations under Sections 5 (Additional Government Assistance), 8 (Events of Default and Remedies), 10 (Reporting Requirements), 14 (Auditor General May Audit), 15 (Financial Monitoring), 21 (Record Keeping), 22 (Access to Information Act and 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) 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

20.1. 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 Centre will ensure that proper and 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 seven (7) years after the expiration of the Term and will, upon reasonable notice, make them available to a representative of the Granting Agencies for inspection and audit.

22. ACCESS TO INFORMATION ACT AND THE PRIVACY ACT

22.1. The *Access to Information Act* and the *Privacy Act* apply to the CECR Program. Information on the use and disclosure of personal information provided to the Granting Agencies can be viewed in the CECR Program Guide.

23. AMENDMENTS

23.1. The terms set forth in 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

24.1. Except for any claims arising from the negligence of the Granting Agencies' employees or servants, the Centre 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 this Agreement.

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

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

26. RECOGNITION & PUBLIC DISCLOSURE

26.1. The Centre 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

27.1. The terms "Centres of Excellence for Commercialization and Research, Centres d'excellence en commercialisation et en recherche," are official marks of the Federal Government of Canada as represented by NSERC. The Centre shall identify itself as a Centre of Excellence for Commercialization and Research and is permitted to use the name "Centre of Excellence for Commercialization and Research," the name "Centre d'excellence en commercialisation et en recherche," the acronym "CECR", and the Canada Watermark until the expiry of this Agreement. The Centre must immediately cease using all official marks upon termination of this Agreement or dissolution of the Centre.

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

29.1. The Centre represents and warrants 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 Sector 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

- 30.1. The Centre 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 dependent upon the execution of the Agreement.

31. LOBBYING ACT

31.1. The Centre represents and warrants that:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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
- (e) at all relevant times the Recipient has been, is and will remain in compliance with the Act.

32. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

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

33. ACKNOWLEDGEMENT

- 33.1. The Centre hereby acknowledges having received and reviewed the CECR Program Guide and the Tri-Agency Financial Administration Guide and agrees 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 Centre 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 Centre.

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 activities is limited to making a financial contribution to the Centre's program. The Granting Agencies are neither decision makers nor advisors to the Centre. Further, the Granting Agencies have not had, nor will they have, any role in the carrying out of the Commercialization.
- 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:

Centres of Excellence for Commercialization and Research
15th Floor
350 ALBERT ST
OTTAWA ON, K1A 1H5

If to the Centre:

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 inure 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

Natural Sciences and Engineering Research Council (NSERC)

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

Janet Walden, Chief Operating Officer

Date: _____

Social Sciences and Humanities Research Council (SSHRC)

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

Chad Gaffield, President

Date: _____

Canadian Institutes of Health Research (CIHR)

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

Alain Beaudet, President

Date: _____

Insert Centre Name

Per: _____

Name and Title of authorized officer

Date: _____

I have the authority to bind the Corporation

APPENDIX A – PAYMENT SCHEDULE

Grant funding per year:

Fiscal Year	[agency]	[agency]	Total
2012-13	Grant amount	Grant amount	Year Total
2013-14	Grant amount	Grant amount	Year Total
Total Funding	Total	Total	Total Award Y

Instalments:

To be determined