

**NETWORKS OF CENTRES OF EXCELLENCE  
NETWORK AGREEMENT**

**Between:**

**[Name of Network]**

**(the “Network”)**

**AND**

**NETWORK MEMBERS**

This Agreement (hereinafter the “Network Agreement”) is entered into as of the [date] (the “Effective Date”)

BETWEEN

[Name of Network] (hereinafter the “Network”), a not-for-profit corporation incorporated pursuant to the [Canada Not-for-Profit Corporations Act](#)

AND NETWORK MEMBERS:

[List Network Members]

**WHEREAS:**

- A. The Network has been selected to be funded under the Networks of Centres of Excellence (“NCE”) Program;
- B. In discharging its obligations under its NCE Funding Agreement with the Granting Agencies, the Network will fund certain research activities carried out at Network Members through Network Investigators; and
- C. The NCE Funding Agreement obliges the Network to enter into an agreement with Network Members, setting out the obligations of the Parties and providing for such matters as reporting requirements, use of research funds, and ownership and exploitation of Intellectual Property. All signatories of this Network Agreement will abide by the relevant terms set out in the NCE Funding Agreement.

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

## 1. DEFINITIONS

1.1 The following definitions apply to the current Network Agreement:

- i. **“Administrative Centre”** means the central administrative offices of the Network that are housed by the Network Host.
- ii. **“Background Intellectual Property”** means, individually or collectively, all Intellectual Property developed, produced or obtained by a Network Member outside of the Network Research.
- iii. **“Board”** means the Board of Directors of the Network, incorporated under the [Canada Not-for-Profit Corporations Act](#).

- iv. **“Commercialization”** means the series of activities to transform knowledge and/or technology into new goods, processes or services to satisfy market demands.
- v. **“Confidential Information”** means knowledge, materials, know-how or any proprietary information, whether in electronic, written, graphic or other tangible form, and any such oral information that has been reduced to writing within two weeks of its disclosure to the receiving Party, and has been duly identified as “Confidential”.
- vi. **“Consent to Disclosure form”** means the form in Annex B of this Network Agreement.
- vii. **“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.
- viii. **“HQP”** means the highly qualified personnel of the Network and Network Members and includes: trainees and research staff such as graduate students; postdoctoral fellows; research associates; technicians; and summer students working under the supervision of Network Investigators.
- ix. **“Institutional Agreement”** means the [Agreement on the Administration of Agency Grants and Awards by Research Institutions](#) between the Network Host and the Granting Agencies, outlining the basic requirements for obtaining and maintaining institutional eligibility to administer Grant funds.
- x. **“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.
- xi. **“Joint Owners”** mean owners of NSIP, where ownership of said NSIP is shared by two or more Network Investigators, Network Members and/or Network Affiliate(s).
- xii. **“NCE Funds”** or **“Grant”** means the funds provided to the Network by the Granting Agencies, particulars of which are set out in the NCE Funding Agreement.
- xiii. **“NCE Funding Agreement”** means the Agreement entered into between the Granting Agencies, the Network and the Network Host dated [date].
- xiv. **“NCE Program”** is a program of the Government of Canada jointly administered by the Granting Agencies with the goal of mobilizing Canada’s research talent in the academic, private and public sectors, and applying it to the task of developing

the Canadian economy and improving the quality of life of Canadians; the Network has been selected as a recipient of the program in order that it may carry out research that will further these goals.

- xv. **“NCE Program Guide”** means the [guide](#) published in connection with the NCE Program detailing the processes, procedures and Eligible Expenses of the NCE Program in existence at the time of the NCE Funding Agreement, as may be amended from time to time.
- xvi. **“Net Revenues”** means proceeds received from commercialization of NSIP minus reimbursement of out-of-pocket expenses incurred in obtaining legal protection for and/or commercialization of the NSIP.
- xvii. **“Network”** means [\[Name of Network \(Network Acronym\)\]](#), a not-for-profit corporation incorporated under the [Canada Not-for-Profit Corporations Act](#).
- xviii. **“Network Affiliate”** means a company, government agency or other organization that is involved in a specific aspect of Network research or other Network activity, or provides support to the Network, and that has been accepted as an Affiliate of the Network by the Board of Directors and that has entered into a Network Affiliate agreement with the Network.
- xix. **“Network Agreement”** means this NCE Network Agreement and all its Annexes, as may be amended from time to time.
- xx. **“Network Funds”** means all funds managed by the Network, including the Grant and Non-NCE funds provided by Network Members and by other sources in support of the activities of the Network.
- xxi. **“Network Host”** means the [\[Network Host\]](#), a Canadian university or post-secondary institution with a mandate for research and its affiliated institutions (including hospitals, research institutes and/or other not-for-profit organizations) that houses the Administrative Centre and has signed this Network Agreement.
- xxii. **“Network Investigator”** means an individual:
  - (a) Who is eligible to receive Grant funds from one of the Granting Agencies, and who is affiliated with a Network Member;
  - (b) Who has been accepted as an investigator in the Network by the Board;
  - (c) Who has signed the Acknowledgement attached as Annex A to this Network Agreement; and
  - (d) Who has signed the Consent to Disclosure form attached as Annex B to this Network Agreement.
- xxiii. **“Network Member”** means each Canadian university or post-secondary institution with a mandate for research and its affiliated institutions including hospitals, research institutes and/or other not-for-profit organizations or other organizations eligible to receive Grant funds from any of the Granting Agencies,

and that employs or otherwise gives academic status to one or more Network Investigators, and that has signed this Network Agreement, 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](#), and any province or municipality.

- xxiv. **“Network Research”** means research projects supported by Network Funds and carried out by Network Investigators and their respective HQP.
- xxv. **“Network-Supported Intellectual Property (NSIP)”** means Intellectual Property created or invented during a Network Research project.
- xxvi. **“Non-NCE funds”** means funds provided by Network Affiliates, Network Members and by other sources in support of the activities of the Network.
- xxvii. **“Parties”** mean the signatories to this Network Agreement.
- xxviii. **“Sole Owner”** means the owner of NSIP, where ownership of said NSIP is held by a single Network Investigator or Network Member.
- xxix. **“Technology Transfer Office”** means the office at the Network Member where a Network Investigator is employed or holds academic status that has responsibility for commercializing Intellectual Property.
- xxx. **“Tri-Council”** refers to the “Granting Agencies”.

## 2. OBLIGATIONS OF NETWORK MEMBERS

### 2.1 FINANCIAL MANAGEMENT AND REPORTING REQUIREMENTS

Network Members shall hold Network Funds in trust for use by the Network and the Network Investigators in accordance with the NCE Funding Agreement, the terms established by the Network, the policies of the Network Members and the requirements of the NCE Program.

Each Network Member shall provide to the Administrative Centre, by [date] of each year of this Network Agreement, and in addition as may be requested by the Administrative Centre, financial reports for all Network Funds they receive in accordance with the requirements of the Network and the NCE Program.

2.1.1 Each Network Member receiving Network Funds shall:

- i. Ensure that adequate financial controls consistent with the rules and guidelines of the NCE Program and the Tri-Council rules and regulations are maintained with respect to Network Funds;
- ii. Keep proper accounts and records of all expenditures;
- iii. Provide the Administrative Centre with the name and address of the

person at the Network Member responsible for the administration and accounting of Network Funds and the name and address of the responsible person at the Technology Transfer or equivalent office;

- iv. Work in concert with the owners and inventors of the NSIP and the Network, in the Commercialization of NSIP;
- v. Provide their Network Investigators with sufficient space, time and institutional support to allow them to contribute to Network Research;
- vi. Promptly notify the Administrative Centre in the event that a Network Investigator ceases to be employed by a Network Member, severs affiliation or otherwise changes academic status at that Institution; and
- vii. Repay to the Network any amounts claimed or spent on expenses other than Eligible Expenses as outlined in the NCE Funding Agreement.

## **2.2 CONFIDENTIAL INFORMATION AND MATERIAL TRANSFER**

In carrying out the activities contemplated by this Network Agreement, it is anticipated that the Network Members may disclose Confidential Information. Where such Confidential Information is disclosed or material is transferred, it shall be substantially in accordance with the form of the Confidentiality Agreement attached as Annex C to this Network Agreement or the Material Transfer Agreement attached as Annex D to this Network Agreement, as the case may be.

## **2.3 AUDITOR GENERAL MAY AUDIT**

2.3.1 Each Network Member agrees that the Auditor General of Canada may, at Canada's cost, after consultation with the 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 Network Member 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 Member or by its agents or contractors relating to this Network Agreement, the NCE Funding 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 Network Agreement, the NCE Funding Agreement or the use of the Grant funds.

## **2.4 OTHER REQUIREMENTS**

2.4.1 Each Network Member shall obtain in writing an acknowledgement, in the form set out as Annex A to this Network Agreement, from each of its respective Network Investigators that he or she understands and agrees to be bound by the provisions entitled "Obligations of Network Investigators" set out in section 3 of

this Network Agreement;

- 2.4.2 Each Network Member shall provide to the Network a Consent to Disclosure duly executed by each Network Investigator, in the form set out as Annex B to this Network Agreement. The Network shall not grant NCE Funds for a Network Research project prior to receiving such forms;
- 2.4.3 Each Network Member shall ensure that the Network Investigator has complied with the requirement that all HQP have entered into agreements containing substantially similar terms to those governing the Network Investigator set out in this Network Agreement;
- 2.4.4 Each Network Member shall ensure that accurate accounts and records, including, but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Grant funds transferred to the Network Member are kept in accordance with the Institutional Agreement and shall, upon reasonable notice, make them available to a representative of the Granting Agencies for inspection and audit;
- 2.4.5 Each Network Member shall ensure that the Network Investigator obtains appropriate certification and/or approval regarding use of humans, animals and/or biohazards in the conduct of Network Research in accordance with the requirements of the NCE Program and the Granting Agencies;
- 2.4.6 Each Network Member shall ensure that the Network Investigator obtains appropriate certification and/or approval for research detailed in subsection 2.4.7 to subsection 2.4.15;
- 2.4.7 Research involving humans shall meet the requirements of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* (see [http://www.pre.ethics.gc.ca/pdf/eng/tcps2-2014/TCPS\\_2\\_FINAL\\_Web.pdf](http://www.pre.ethics.gc.ca/pdf/eng/tcps2-2014/TCPS_2_FINAL_Web.pdf) for details);
- 2.4.8 Research involving human pluripotent stem cells is required to adhere to the updated *Guidelines for Human Pluripotent Stem Cell Research* posted on the CIHR website (see <http://www.cihr-irsc.gc.ca/e/15255.html> for details);
- 2.4.9 Research requiring the use of animals shall 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)* (see [http://www.ccac.ca/Documents/Standards/Guidelines/Experimental\\_Animals\\_Vol\\_1.pdf](http://www.ccac.ca/Documents/Standards/Guidelines/Experimental_Animals_Vol_1.pdf) for details) and shall be the subject of a valid Certificate of Good Animal Practice (GAP);
- 2.4.10 Research involving biohazards shall adhere to the standards outlined in the latest edition of the *Canadian Biosafety Handbook* prepared by the Public Health Agency of Canada (see <https://www.canada.ca/en/public-health/services/canadian-biosafety-standards-guidelines.html> for details);



- 2.4.11 Research involving infectious agents shall adhere to the standards outlined in the latest edition of the *Canadian Biosafety Handbook* prepared by the Public Health Agency of Canada (see <https://www.canada.ca/en/public-health/services/canadian-biosafety-standards-guidelines.html> for details);
- 2.4.12 Research involving radioactive materials shall 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/acts-and-regulations/index.cfm> for details);
- 2.4.13 Research activities having potential effects on the environment shall adhere to the *Environmental Review Policy for Networks Receiving NCE Funds* (see the [NCE Program Guide](#) for details);
- 2.4.14 Research involving controlled information shall comply with all laws and regulations regarding *Controlled Information*, including, but not limited to, the [Defence Production Act](#), Export Control Regulations, and the Controlled Goods Regulations before, during or after the tenure of a Grant from the NCE. The Network Member will ensure subsequent documentation required by the Network, including all reports and strategic plans, 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-crsng.gc.ca/NSERC-CRSNG/Policies-Politiques/certaintypes-typescertaines\\_eng.asp](http://www.nserc-crsng.gc.ca/NSERC-CRSNG/Policies-Politiques/certaintypes-typescertaines_eng.asp) for details); and
- 2.4.15 Research performed in the Yukon, the Northwest Territories, and Nunavut must be accompanied by the appropriate licenses for all researchers. Research in the North should be governed by a set of ethical principles as described in the publication 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/wp-content/uploads/2010/09/EthicsEnglishmarch2003.pdf> for details).

### 3. OBLIGATIONS OF NETWORK INVESTIGATORS

In signing (see [http://www.nserc-crsng.gc.ca/Professors-Professeurs/FAQ-FAQ\\_eng.asp](http://www.nserc-crsng.gc.ca/Professors-Professeurs/FAQ-FAQ_eng.asp) for details) the Acknowledgement attached as Annex A to this Network Agreement, a Network Investigator acknowledges his/her responsibilities under this Network Agreement as follows:

#### 3.1 PUBLICATIONS

In all presentations and publications of results of Network Research, the Network Investigator shall acknowledge the author's participation in the Network and the support of the NCE Program and Granting Agencies, and shall also refer to industrial support where appropriate. A standard statement and guidelines for use of the Network name and logo shall be made available by the Network.



### **3.2 DISCLOSURE AND COMMERCIALIZATION OF NSIP**

- 3.2.1 The Network Investigator shall promptly disclose in writing to the Network and to the Technology Transfer Office or equivalent office of his/her Network Member, in accordance with that Network Member's policies and procedures, any results of Network Research that the Network Investigator believes have the potential to be commercialized.
- 3.2.2 The Network Investigator shall withhold publication for the longer of ninety (90) days or for such period as is provided by the policies of his/her Network Member, any such material pending evaluation by the Network and the Technology Transfer Office or equivalent office of his/her Network Member, in accordance with that Network Member's policies and procedures to determine whether contents contain patentable, commercializable or Confidential Information. For greater clarity, Network Investigators shall not be restricted from presenting at symposia, national, or regional professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, methods and results of research carried out pursuant to this Network Agreement, except where such publication or presentation would result in the public disclosure of NSIP or Confidential Information.
- 3.2.3 Furthermore, upon request by the Network or the Network Member, the Network Investigator shall further delay publication of NSIP for up to six (6) months to provide time for the Network or the Network Member to seek patent protection for the NSIP. The Network Investigator will work with the Technology Transfer Office or equivalent office of his/her Network Member, in accordance with that Network Member's policies and procedures and the Dean of Graduate Studies or equivalent administrator of his/her Network Member, in accordance with that Network Member's policies and procedures to ensure that any such delays do not interfere with a student's thesis defence or the graduation of the student.
- 3.2.4 The Network Investigator shall promptly disclose in writing to his/her Network Member, in accordance with that Network Member's policies and procedures, and to the Administrative Centre any conflict of interest that may arise pursuant to the terms of subsection 3.4.
- 3.2.5 The Network Investigator shall promptly disclose in writing to the Network and to the Technology Transfer Office or equivalent office of his/her Network Member, in accordance with that Network Member's policies and procedures any existing Background Intellectual Property of the Network Investigator which could limit the ability to commercialize any arising NSIP.

### **3.3 CONFIDENTIAL INFORMATION AND TRANSFER OF MATERIAL**

The Network Investigator shall ensure that the appropriate agreements concerning the disclosure of Confidential Information and the transfer of biological and other materials are entered into prior to any disclosure of Confidential Information or transfer of material by the Network Investigator.

Where such information is disclosed or material is transferred, it shall be substantially in

accordance with the form of the Confidentiality Agreement attached as Annex C to this Network Agreement or the Material Transfer Agreement attached as Annex D to this Network Agreement.

### 3.4 CONFLICT OF INTEREST AND RESEARCH ETHICS

- 3.4.1 The Network Investigator shall abide by the [Tri-Agency Framework: Responsible Conduct of Research: The Interagency Advisory Panel on Responsible Conduct of Research \(PRCR\)](#) governing the use of Grant funds and the conduct of research.
- 3.4.2 Each Network Investigator shall abide by the provisions of his/her Network Member's policies and guidelines with respect to conflict of interest and conflict of commitment, and by the provisions of the *NCE Conflict of Interest Policy Framework*, as outlined in the [NCE Program Guide](#).
- 3.4.3 The Network Investigator shall be responsible for ensuring that appropriate certification and/or institutional approval is obtained for their Network Research that involves any types of research described in subsection 2.4 of this Network Agreement.

### 3.5 RECORDS AND REPORTS

- 3.5.1 The Network Investigator shall submit research progress reports to the Administrative Centre as required by the Network.
- 3.5.2 The Network Investigator shall ensure that all HQP have entered into agreements and/or acknowledgements containing substantially similar terms to those governing the Network Investigator set out in this Network Agreement.
- 3.5.3 The Network Investigator shall ensure that all HQP maintain effective record keeping for experiments carried out as part of Network Research.

### 3.6 OTHER OBLIGATIONS

- (a) The Network Investigator shall use reasonable efforts to attract complementary research funding;
- (b) The Network Investigator shall work in concert with the Network, the Network Members, Network Affiliates and other inventors in the commercialization of NSIP including, but not limited to, the prosecution of patents, all in accordance with sections 6 (Ownership of Intellectual Property) and 7 (Principles of Commercialization of Intellectual Property);
- (c) The Network Investigator shall participate in Network committees and in other Network activities as reasonably required;
- (d) The Network Investigator(s) who is (are) the primary user(s) of equipment purchased with NCE funds, and the Network Member owning this equipment, agree(s) to provide other Network Investigators with reasonable access to the equipment for the pursuit of other Network Research projects, and other non-

Network Research projects, with Network Research having priority access; and

- (e) Prior to purchase with NCE Funds, the Network Investigator(s) shall promptly provide to the Network a description of all proposed capital expenditures in excess of [\$\_\_\_\_\_].

### **3.7 TERMINATION OF PROJECT FUNDING**

Funding for the Network Research shall be for the period determined by the Network. Where the Network determines that a Network Investigator has failed to comply with the duties and responsibilities set out in this Network Agreement, it shall promptly notify the Network Member and the Network Investigator of the particulars. The Network Investigator shall have thirty (30) days within which to remedy the failure, failing which the Network may terminate funding of the Network Research carried out by the Network Investigator.

Notwithstanding the termination of funding, the Network Investigator will co-operate with the Network to ensure an orderly transfer of responsibilities and phase-out of activities, and shall continue to be bound by the provisions of this Network Agreement governing Intellectual Property, publication, confidentiality and any other provisions which are necessary for the Network to fulfill its obligations to the NCE Program under the terms of this Network Agreement.

## **4. DISCLAIMERS OF WARRANTY AND LIABILITY**

- 4.1 Each Party to this Network Agreement acknowledges that any and all research results, including information, Intellectual Property, NSIP, Background Intellectual Property, and other tangible and intangible materials that it may receive pursuant to this Network Agreement are to be used with caution and prudence, since all of their characteristics are not known. Each Party disclaims all liability for any damages however arising from the use of such research results. Each Party further acknowledges that such research results, information, Intellectual Property and other tangible or intangible materials are provided without warranty of merchantability or fitness for a particular purpose or any other warranty of any sort, express or implied, and that the provider makes no representations that the use of the same will not infringe any patent or other proprietary right. This section survives the provisions of section 10 of this Network Agreement (Withdrawal from Agreement).

## **5. EQUIPMENT**

- 5.1 Title to equipment purchased with NCE Funds shall vest with the Network Member that purchased the equipment.
- 5.2 The Network's Board shall have the right to direct the relocation of equipment purchased with NCE Funds from one Network Member to another. In such event, ownership will be transferred to the receiving Network Member and the relevant Parties agree to execute any documents that may be reasonably necessary to effect this transfer. The cost of any such relocation shall be borne by the Network.

- 5.3 To avoid unnecessary inconvenience, the Board shall, in directing the relocation of equipment from a Network Member, take into account the existing commitments of the Network Member for the use of the equipment.

## **6. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 6.1 Notwithstanding individual Network Member policies, ownership and treatment of NSIP shall be determined by applicable Canadian law and, to the extent consistent with this Network Agreement or Canadian law, the policies and collective agreements of the Network and relevant Network Member(s). NSIP developed by a single Network Member will be solely vested with that Network Member as a Sole Owner. NSIP jointly developed by two or more Network Members will be jointly vested with those Network Members as Joint Owners. The Parties agree that the authority and responsibility for making decisions with regard to legal protection and commercialization of NSIP shall rest with the Sole Owner or Joint Owners of the NSIP. Unless otherwise agreed to in writing on a case-by-case basis by the owners of NSIP, no Party shall have any additional rights in the NSIP, other than the ownership right described above and the right to a non-exclusive license provided for in subsection 7.2 of this Network Agreement.

## **7. PRINCIPLES OF COMMERCIALIZATION OF INTELLECTUAL PROPERTY**

- 7.1 Pursuant to the mandate of the NCE Program, every reasonable effort must be made to have the results of Network Research exploited in Canada for the benefit of Canadians. Accordingly, the Parties shall act in accordance with the Benefit to Canada Working Guidelines, as outlined in the [NCE Program Guide](#).
- 7.2 Upon written request to the owner(s) of the NSIP, the Network Members shall be offered a non-transferable, non-exclusive, royalty-free, perpetual licence to use and modify all NSIP solely for research and educational purposes provided that the terms and conditions of such licence will not interfere with efforts to commercialize the NSIP.
- 7.3 Within thirty (30) days after the receipt of a written disclosure, as described in subsection 3.2.1, the NSIP owner(s), the inventor's employer or the Network shall call a meeting of all interested parties to discuss the history of support, the potential for commercialization, a plan for management, share of returns and commercialization of the NSIP.

## **8. SHARING OF NET REVENUES**

- 8.1 The owner, the inventor, the inventor's employer, the Network and any relevant Network Affiliates or Network Members, shall negotiate in good faith the sharing of the Net Revenues commensurate with their contributions related to the NSIP, in accordance with the applicable Network and/or Network Member's official policies, as well as the terms of any relevant Network Affiliate agreement.

## 9. DISPUTE RESOLUTION

- 9.1 **Consultation/Negotiation.** In the event of a controversy or dispute between or among any parties arising out of, or in connection with, this Network Agreement or regarding its interpretation or operation, the disputing Parties agree to use their best efforts to resolve the dispute amicably.
- 9.2 **Mediation.** If the disputing Parties are unable to resolve their dispute within sixty (60) days after beginning the consultation/negotiation process, any Party to the dispute may serve written notice on the other disputing Party(s) requiring that they submit the dispute to non-binding mediation. The disputing Parties shall mutually agree on a single mediator to mediate the dispute in accordance with mediation procedures suggested by the mediator and agreed to by the disputing Parties. The disputing Parties agree to use best efforts to participate in the mediation process and attempt to resolve their dispute. Each Party shall pay its own costs and an equal share of all other costs of the mediation.
- 9.3 **Arbitration.** If the mediation fails to resolve the dispute within sixty (60) days following the day the mediator is appointed, or if one disputing Party refuses to cooperate or participate in good faith in the mediation process, any Party to the dispute may serve written notice on the other disputing Parties that the dispute be submitted to binding arbitration in the following manner:
- i. The disputing Parties shall mutually agree on a single arbitrator or arbitral panel to adjudicate the dispute. If the disputing Parties cannot agree on a single arbitrator or arbitral panel within fifteen (15) days of receipt of the written notice requiring arbitration, then any disputing Party may apply to a Judge of a court having jurisdiction to appoint the single arbitrator or arbitral panel. Such single arbitrator or arbitral panel shall be unconditionally accepted by all disputing Parties;
  - ii. Unless otherwise agreed to by the disputing Parties, the arbitration shall be conducted in English and according to the governing law of this Network Agreement and in accordance with arbitral procedures in place in that jurisdiction;
  - iii. The arbitration shall be carried out no later sixty (60) days from appointment of the single arbitrator or chair of the arbitral panel, as the case may be;
  - iv. Unless the Parties to the dispute otherwise agree, the arbitration shall be held in the city where the Network Host is located;
  - v. Each disputing Party shall bear the cost of preparing its own case. The arbitrator shall have the right to include in the award the prevailing Party's cost of arbitration and reasonable fees of attorneys, accountants, engineers and other professionals incurred by it in connection with the arbitration. Failing a specific award, the Parties shall share equally the cost of the arbitrator and arbitration proceedings;
  - vi. The award rendered by the arbitration shall be final and binding on all disputing Parties and may be entered as an order in any court having jurisdiction;

- vii. This section survives the provisions of section 10 of this Network Agreement (Withdrawal from Agreement); and
- viii. Notwithstanding the provisions of this section, the Parties recognize that a Party may desire to seek emergency, provisional, or summary relief (including temporary injunctive relief) to enforce the provisions of this Network Agreement relating to protection of Intellectual Property and/or Confidential Information. A Party may seek such relief provided, however, that immediately following the issuance of any emergency, provisional, temporary injunctive or summary relief, any such judicial proceedings shall be stayed (and each Party shall consent to such stay) pending resolution of any related underlying claims between the Parties.

## **10. WITHDRAWAL FROM AGREEMENT**

- 10.1 Upon the withdrawal of a Network Member, the Network Investigator(s) affiliated with that Network Member will no longer be eligible to receive Network Funds. Notwithstanding withdrawal from this Network Agreement, the Network Member and the Network Investigator(s) shall continue to be bound by the provisions of this Network Agreement governing Intellectual Property, publication, confidentiality and any other provisions which are necessary for the Network to fulfil its obligations to the NCE Program under the terms of this Network Agreement.
- 10.2 **Voluntary Withdrawal:** A Network Member shall be entitled to withdraw from this Network Agreement upon ninety (90) days written notice to the Board and the Network.
- 10.3 **Involuntary Withdrawal:** Where the Network determines on the basis of at least a two-thirds majority vote of the Board that a Network Member has failed to comply with the duties and responsibilities set out in this Network Agreement, it shall promptly notify the Network Member(s) of the particulars. The Network Member shall have thirty (30) days within which to remedy the failure, otherwise the Network Member may be deemed to have withdrawn from this Network Agreement.
- 10.4 **Consequences of Withdrawal:** Upon the effective date of withdrawal of a Network Member, the withdrawing Network Member shall submit to the Network a full account of all unused and uncommitted funds advanced by the Network. All unspent and uncommitted funds by withdrawing Network Member shall be returned to the Network within thirty (30) days of the withdrawing Network Member's submission of financial statements. The withdrawing Network Member and Network Investigator(s) will cooperate with the Network to ensure an orderly transfer of responsibilities and phase-out of activities.

## **11. EFFECTIVE DATE AND TERM**

- 11.1 This Network Agreement shall come into force on the last date signed and shall remain in force for the same duration as either the NCE Funding Agreement or any NSIP-related agreements, whichever is longer.



## 12. AMENDMENTS

12.1 The terms and conditions set forth in this Network Agreement, together with the Annexes, form the complete Network Agreement among the Parties, and no amendment or modification shall be binding upon the Parties unless agreed to in writing and duly executed by the authorized officials of the Parties. In the event the NCE Program policies or policies of the Government of Canada that pertain directly to this Network Agreement are amended during the term of this Network Agreement, the Granting Agencies will provide ninety (90) days written notice to the Network and specify what amendments to this Network Agreement are required. Following receipt of such notice, the Parties agree to make all necessary amendments to this Network Agreement, as required by the Granting Agencies.

## 13. GENERAL

13.1 Nothing in this Network 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.

13.2 Notices under this Network 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 e-mail or other written acknowledgement). Notices shall be addressed as follows:

i. If to the Network:

[Network Address]

and,

ii. If to the Network Member:

[Network Member Address(es)]

**\*Use additional space, if required\***

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

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



- 13.5 The dates and times by which any Party is required to perform any obligation in this Network Agreement shall be postponed automatically to the extent and for the period of time that the Party is prevented from so performing by circumstances beyond its reasonable control and which is not caused by any default or act of commission or omission of such Party and is not avoidable by the exercise of reasonable effort or foresight by such Party.
- 13.6 No failure to enforce any provision of this Network Agreement shall be construed as a waiver of such provision or a waiver of the right to enforce each and every provision of this Network Agreement. Waiver of any breach shall not be deemed to be a waiver of any future breach, even if similar in nature.
- 13.7 This Network Agreement can be signed in multiple parts.
- 13.8 This Network Agreement is valid between the Parties whether its version is signed in English or French by the Parties.
- 13.9 New Network Members (as approved by the Board) can be added to this Network Agreement after the original Network Members have signed, by agreeing to all the same terms and conditions.

***[signature page follows]***



## Annex A to the NCE Network Agreement

### Acknowledgement

I, [Name of Network Investigator], as Network Investigator of [Name of Network Member], acknowledge to [Name of Network Member] that:

1. I have read this Network Agreement and am aware of its terms and conditions pursuant to which [Name of Network Member] is undertaking the NCE Program (the “Network Member Obligations”); and
2. I am aware that in accordance with the terms and conditions applicable to my appointment as an academic staff member of [Name of Network Member] and applicable policies of [Name of Network Member] my participation in the NCE Program must be in accordance with the Network Member’s Obligations.

Name of Network Investigator

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Date

### [IN THE CASE OF HQP]

### Acknowledgement

I, [Name of HQP] participating in Network Research conducted by [Name of Network Investigator] of [Name of Network Member] acknowledge that I have read, understood and agree to be bound by the obligations of Network Investigators set out in the Network Agreement.

Name of HQP of Network Investigator’s team

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Date

## Annex B to the NCE Network Agreement

### CONSENT TO DISCLOSURE FORM

Name:  
Institution:  
Position:  
Research Project:

I understand that maintaining public trust in the integrity of researchers is fundamental to building a knowledge-based society. By accepting funding from CIHR, NSERC and/or SSHRC, 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, the agency may publicly disclose any information relevant to the breach that is in the public interest, including my name, the nature of the breach, the institution where I was employed at the time of the breach, the institution where I am currently employed, and the recourse imposed against me.

I accept this as a condition of applying for, or receiving Agency funding and I consent to such disclosure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Annex C to the NCE Network Agreement

### Confidentiality Agreement (Reciprocal Non-Disclosure)

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

**BETWEEN:**

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("Disclosing Party")

**AND:**

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("Receiving Party")

**WHEREAS:**

- A. Each Party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and
- B. Each Party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the confidentiality of all such information so disclosed is maintained as hereinafter provided.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual covenants herein set forth, the Parties hereto have covenanted and agreed as follows:

**1. Information covered by this Agreement must be identified as Confidential**

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Disclosing Party to the Receiving Party relating to financial and/or commercial information, and/or relating to research projects or technologies developed by members of NCE Program or University or Company or any combination of NCE Program, University or Company inclusive of:

- a) \_\_\_\_\_;
- b) \_\_\_\_\_;
- c) \_\_\_\_\_;
- d) \_\_\_\_\_; and
- e) \_\_\_\_\_.

all of the above which include, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, records, instructions, manuals, papers, or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing Party must summarize it in writing within fifteen (15) days of making the disclosure.

**2. Specified use of Confidential Information**

The Receiving Party shall not, without the Disclosing Party's prior written consent, use the Disclosing Party's Information, directly or indirectly, for any purpose other than:

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Without limiting the generality of the foregoing, the Receiving Party shall not use, manufacture, or sell the Disclosing Party's Information or any device or means incorporating any of the Disclosing Party's Information, and shall not use any of the Disclosing Party's Information as the basis for the design or creation of any device or means.

**3. Permitted exceptions to the obligation to keep information confidential**

The Receiving Party shall keep and use all of the Disclosing Party's Information in confidence and shall not, without the Disclosing Party's prior written consent, disclose any part of the Disclosing Party's Information to any person, firm, corporation, or other entity unless and until that part of the Disclosing Party's Information:

- a) Is made subject to an order by judicial or administrative process requiring the Receiving Party to disclose any or all of the Disclosing Party's Information, provided however that the Receiving Party shall promptly notify the Disclosing Party and allow the Disclosing Party reasonable time to oppose such process before disclosing any of the Disclosing Party's Information;
- b) Is published or becomes available to the general public other than through a breach of this Agreement;
- c) Is obtained by the Receiving Party from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Disclosing Party;
- d) Is independently developed by employees, agents or consultants of the Receiving Party who had no knowledge of, or access to, the Disclosing Party's Information as evidenced by the Receiving Party's business records; or
- e) Was possessed by the Receiving Party prior to receipt from the Disclosing Party, other than through prior disclosure by the Disclosing Party, as evidenced by the Receiving Party's business records.

**4. Agreement does not create a license or contract**

The Receiving Party acknowledges and agrees that any and all disclosures of the Disclosing Party's Information pursuant to this Agreement are on a non-exclusive basis and that the Disclosing Party is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create, any license to the Receiving Party or any obligation on either Party to enter into a license or other agreement with respect to the Information. Furthermore, nothing contained herein shall be deemed or construed to create between the Parties hereto an agency relationship, partnership or joint venture. Neither Party shall be liable for any act, omission, representation, obligation, or debt of the other Party, even if informed of such act, omission, representation, obligation or debt.

**5. No warranty given by Disclosing Party**

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall in no event be liable for any loss of profits, be they direct, consequential, incidental or special, or other similar or like damages arising from any defect, error or failure to perform with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.



**6. Receiving Party's indemnifies Disclosing Party**

The Receiving Party hereby indemnifies, holds harmless and defends the Disclosing Party, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise. In the event that the Receiving Party is prohibited by law from granting the indemnity contemplated herein, the Receiving Party shall carry insurance in an amount of no less than \$1,000,000 and which shall provide coverage to the Disclosing Party, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Disclosing Party's Information by the Receiving Party, howsoever the same may arise.

**7. No transfer of rights and duties under this Agreement**

Neither Party shall assign, transfer, mortgage, charge or otherwise dispose of any or all of its rights, duties or obligations granted to it under this Agreement without the prior written consent of the other.

**8. Term of this Agreement and return of all copies of information**

This Agreement will be deemed to have come into force on the earlier date of the first date above written or the date when Information was transferred under this Agreement regardless of the date of execution, and shall be read and construed accordingly. This Agreement shall terminate on the expiration of a term of five (5) years after this Agreement comes into force unless earlier terminated by the mutual agreement in writing executed by duly authorized signatories of the Parties. Forthwith upon the termination of this Agreement, the Receiving Party shall cease to use the Disclosing Party's Information in any manner whatsoever and upon the written request of the Disclosing Party shall forthwith deliver up to the Disclosing Party all of the Disclosing Party's Information, together with all full or partial copies thereof as shall then be in the Receiving Party's possession or control, except that the Receiving Party may retain one complete record copy of said Information for archival purposes to assure compliance with this Agreement. Notwithstanding any termination or expiration of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Receiving Party, its successors and assigns for the full term set forth above.

**9. Applicable laws**

This Agreement shall be governed by and construed in accordance with the laws of the [Province of the Network Member] and the laws of Canada in force therein without regard to its conflict of law rules.

**10. Arbitration**

In the event of any dispute arising between the Parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of section 9 of the [Name of Network] Network Agreement.

**11. Notices**

All notices or other documents that either of the Parties hereto are required or may desire to deliver to the other Party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address for such Party set forth above or at such other address as that Party may hereinafter designate in writing to the other.

**12. Miscellaneous Provisions**

No condoning, excusing or overlooking by either Party of any default, breach or non-observance by the other Party at any time or times in respect of any covenants, provisions, or conditions of this Agreement shall operate as a waiver of such Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance so as to defeat in any way the rights of such Party in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by such Party, save only an express waiver in writing.

This Agreement may be executed in counterpart, each such counterpart when taken as a whole with the other executed counterparts, constituting an original Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

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

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
I, [Network Investigator], [of the University] hereby acknowledge that I have read and understood the provisions of this Agreement.

\_\_\_\_\_  
[Name], [Title]

\_\_\_\_\_  
Date

## Annex D to the NCE Network Agreement

### Confidential Information and Material Transfer Agreement

**BETWEEN:**

[University Name], a corporation continued under the \_\_\_\_\_ Act of \_\_\_\_\_,  
and having offices at \_\_\_\_\_,  
Attention: Industry Liaison Office, Telephone: (), Fax: ()

**AND:**

[Company], a corporation having its head office at \_\_\_\_\_,  
Attention: [Name and Title], Telephone: (), Fax: ()

**AND:**

[Network], Attention: [Name], Telephone: (), Fax: ()

**AND:**

[Network Investigator], Attention: Telephone: (), Fax: ()

**WHEREAS:**

- A. Each Party (hereinafter referred to in its role as a provider of information as the "Disclosing Party") to this Agreement has information concerning a certain subject which is its confidential and proprietary property; and
- B. Each Party (hereinafter referred to in its role as recipient of information from the Disclosing Party as the "Receiving Party") to this Agreement wishes the Disclosing Party to disclose its information to it and the Disclosing Party is willing to disclose its information to the Receiving Party provided that the Receiving Party maintains the confidentiality of all such materials and information and uses same only for the purposes as hereinafter provided.

**NOW THEREFORE IN CONSIDERATION** of the premises and of the mutual covenants herein set forth, the Parties hereto have covenanted and agreed as follows:

**1. Confidential Information and permitted exceptions**

In this Agreement, "Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by the Provider to the Recipient relating to the Materials hereinafter defined or related to the project entitled

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including, without limiting the generality of the foregoing, all research, data, specifications, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions. In order to constitute "Information" for the purposes of this Agreement, the Disclosing Party must clearly identify it in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Disclosing Party must summarize it in writing within fifteen (15) days of making the disclosure.

This Agreement does not apply to Information that:

- (a) Is made subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the Information provided, however, that the Recipient shall promptly notify the Provider and allow the Provider reasonable time to oppose such process before disclosing any of the Information;
- (b) Is published or becomes available to the general public other than through a breach of this Agreement;
- (c) Is obtained by the Recipient from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Provider;
- (d) Is independently developed by employees, agents or consultants of the Recipient who had no knowledge of, or access to, the Provider's Information as evidenced by the Recipient's business records; or
- (e) Was possessed by the Recipient prior to receipt from the Provider, other than through prior disclosure by the Provider, as evidenced by the Recipient's business records.

**2. Definition of Materials**

In this Agreement, "Materials" shall mean any and all cell lines, vectors, plasmids, clones, micro- organisms, antibodies, antigens, biologies, test plates, reagents, chemicals, compounds, physical samples, models, and specimens delivered by the Provider to the Recipient, as well as any and all progeny and derivatives thereof. Without limiting the generality of the foregoing, Materials shall include the following:

- (a) \_\_\_\_\_; and  
(description, quantity and concentration)
- (b) \_\_\_\_\_

**3. Provider retains ownership of Information and Materials**

This Agreement and the resulting transfer of Information and Material constitutes a bailment and grants the Recipient a license to use the Material owned by Provider as provided herein. The Parties hereby acknowledge and agree that the Provider owns any and all rights, title and interest in and to the Information and Materials.

**4. Permitted use by Recipient of Information and Materials**

The Recipient shall not, without the Provider's prior written consent, use the Information or the Materials, directly or indirectly, for any purpose other than for the following experiments:

- (a) \_\_\_\_\_; and
- (b) \_\_\_\_\_

Without limiting the generality of the foregoing, the Recipient shall not commercially use, manufacture, or sell the Information or the Materials or any device or means incorporating any of the Information or the Materials, and shall not use any of the Information or the Materials as the basis for the design or creation of any device or means.

**5. Restrictions on use of Information and Materials**

Notwithstanding anything else in this Agreement, the Recipient shall not apply, directly or indirectly, any of the Information or the Materials to any human use **without appropriate Institutional Approvals**. Without limiting the generality of the foregoing, the Recipient shall not utilise any of the Information or the Materials for any human research, treatment, or diagnosis, but the Recipient may conduct pre-clinical evaluation of the Information and the Materials.

**6. Disclosure requires prior written consent**

The Recipient shall keep and use all of the Information and the Materials in strictest confidence and shall not, without the Provider's prior written consent, disclose any part of the Information or provide any part of the Materials to any person, firm, corporation, or other entity regardless of any affiliation or relationship with the Recipient.

**7. Any disclosure to be under equivalent or greater obligation of confidentiality**

The Recipient agrees that it has and shall maintain an appropriate internal program limiting the Internal distribution of the Information and the Materials to those of its officers, servants, or agents who require said Information and Materials so that the Recipient may use them for the purpose set forth in section 4. Notwithstanding section 6, the Recipient may disclose the Information but may not provide the Materials to third party consultants, but such disclosure of Information shall only be permitted to the extent that said third party consultants require access to the Information in order to enable the Recipient to carry out the purpose set forth in section 4. The Recipient covenants and agrees that before making any Materials or Information available to said officers, servants, agents, or third party consultants, it shall ensure they are under written obligations of confidentiality which are equivalent to or greater than those set forth in this Agreement.

**8. No license or other agreement created by this Agreement**

The Recipient acknowledges and agrees that any and all disclosures of Information and provisions of Materials pursuant to this Agreement are on a non-exclusive basis and that the Provider is free to make similar or other disclosures to third parties. Nothing in this Agreement shall create, or be construed to create; a license to the Recipient except as set forth in section 4, or any obligation on either Party to enter into a license or other agreement with respect to the Information or the Materials. Furthermore, nothing contained herein shall be deemed or construed to create between the Parties an agency relationship, partnership or joint venture. Neither Party shall be liable for any act, omission, representation, obligation or debt of the other Party, even if informed of such act, omission, representation, obligation or debt.

**9. No warranty given by Disclosing Party**

The Disclosing Party makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of its Information. The Disclosing Party shall in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform with respect to its Information, even if the Disclosing Party has been advised of the possibility of such damages.



**10. Recipient holds harmless and will defend Provider against claims from its use**

The Recipient hereby indemnifies, holds harmless and defends the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howsoever the same may arise. The Recipient shall procure and maintain public liability insurance in reasonable amounts with a reputable and secure insurance carrier. In the event that the Recipient is prohibited by law from granting the indemnity contemplated herein, in addition to the public liability insurance contemplated hereunder, the Recipient shall also carry insurance in an amount of no less than \$1,000,000 which shall provide coverage to the Provider, its Board of Governors, directors, officers, employees, faculty, students, and agents against any and all claims (including all legal fees and disbursements incurred in association therewith) arising from or out of the receipt or use of the Information or the Materials by the Recipient including, without limiting the generality of the foregoing, any damages or losses, consequential or otherwise, arising from or out of the receipt or use of the Information or the Materials by the Recipient, howsoever the same may arise.

**11. No assignment of rights**

The Recipient shall not assign, transfer, mortgage, charge or otherwise dispose of any or all of the rights, duties or obligations granted to it under this Agreement without the prior written consent of the Provider.

**12. Term of this Agreement**

This Agreement shall take effect on the earlier date of or the date first written above or the date that Information or Materials is transferred under this Agreement regardless of the date of execution, and shall remain in full force and effect for a period of three (3) years after this Agreement comes into force unless earlier terminated by any Party with sixty (60) days written notice, or unless earlier terminated by mutual written agreement executed by all parties. Notwithstanding any early termination of this Agreement, the obligations created in this Agreement shall survive and continue to be binding upon the Recipient, its successors and assigns for XX (#) years from the date first above written. Forthwith upon the termination of this Agreement, the Recipient shall cease to use the Information or the Materials in any manner whatsoever and, upon written request by the Provider, the Recipient shall deliver up to the Provider all of the Information and Materials in its possession or control, together with a certificate certifying that no copies or progeny or derivatives, as the case may be, have been made or retained, or that one copy of the Information and one set of the Materials have been retained for the sole purpose of ensuring compliance with the ongoing obligations created in this Agreement.

**13. Applicable law**

This Agreement shall be governed by and construed in accordance with the laws of the [Province of the Participating Institution] and the laws of Canada in force therein without regard to its conflict of law rules.

**14. Arbitration in case of disagreement**

In the event of any dispute arising between the Parties concerning this Agreement, its enforceability or the interpretation thereof, the same shall be finally resolved by the provisions of section 9 of the [Name of Network] Network Agreement.

**15. Notices**

All notices or other documents that either of the Parties hereto are required or may desire to deliver to the other Party hereto may be delivered only by personal delivery, by courier, by telecopy, or by registered or certified mail, all postage and other charges prepaid, at the address for such Party set forth above or at such other address as that Party may hereinafter designate in writing to the other.

**16. This Agreement comprises entire understanding between parties**

This Agreement sets forth the entire understanding between the Parties and no modifications hereof shall be binding unless executed in writing by the Parties hereto.

**IN WITNESS WHEREOF** the Parties hereto have hereunto executed this Agreement on the dates set forth below but effective as of the date first above written.

Signed for and on behalf of [University] by its duly authorized officer:

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[Name], [Title]

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Date

Signed for and on behalf of [Company] by its duly authorized officer:

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[Name], [Title]

---

Date

Signed for and on behalf of [Network] by its duly authorized officer:

---

[Name], [Title]

---

Date

Read and Approved by [Network Investigator], [University]

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[Name], [Title]

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Date