



Government of Canada

Gouvernement du Canada

Networks of Centres
of Excellence of Canada

Réseaux de centres
d'excellence du Canada

FUNDING AGREEMENT

Between:

The Canadian Institutes of Health Research (“CIHR”)

and

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

and

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

and

[Network Name] (the “Network”)

and

[Host Name] (the “Network Host”)

WHEREAS:

A. This Agreement is made and effective as of the date of last signing (herein the “Effective Date”) by all Parties. The “Term” of this Agreement will be set out in Article 1.1 xxviii;

B. The goal of the Networks of Centres of Excellence Knowledge Mobilization (“NCE-KM”) Initiative is to support national multidisciplinary, multisectoral networks in applying and mobilizing the results of world-class research;

C. The NCE-KM Initiative falls within the mandate of the NCE Program with the specific goal to support knowledge mobilization and not research. Research support must be provided through other sources of funding;

D. The NCE-KM Initiative is an initiative of the Government of Canada jointly administered by the Natural Sciences and Engineering Research Council, the Social Sciences and Humanities Research Council and the Canadian Institutes of Health Research in partnership with Innovation, Science and Economic Development Canada and Health Canada;

E. [Name of Network] has been established to achieve the following objectives:

- [Network Objectives]

These objectives are congruent with the objectives of the NCE-KM Initiative; and

F. The Network has been selected, on the basis of its Application to the NCE-KM Initiative, to receive funding under the NCE Program in order that it may carry out networking and collaboration among well-established research teams, partners, stakeholders and identified public groups and/or communities to further the application and mobilization of knowledge.

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 Agreement:

- i. “**Administrative Centre**” means the central administrative offices of the Network that are housed by the Network Host.
- ii. “**Agreement**” means this Agreement and all its Annexes, as may be amended from time to time.
- iii. “**Annual Report**” means the report referred to in subsection 11.1 of this Agreement.
- iv. “**Application**” means the full application submitted on behalf of the Network to the NCE Program as reviewed and approved by the Granting Agencies.
- v. “**Award Letter**” means the letter sent by the NCE Secretariat to the Network Applicant, Network Host, and Granting Agencies confirming the Fiscal Year

allocation of the Grant.

- vi. **“Board”** means the Board of Directors of the Network, incorporated under the [Canada Not-for-Profit Corporations Act](#).
- vii. **“Consent to Disclosure form”** means the form in Annex A of this Agreement.
- viii. **“Eligibility Date”** means the date from which the Network is allowed to incur expenses against the Grant **[date of Award Letter]**.
- ix. **“Eligible Expenses”** has the meaning set forth in section 4 of this Agreement.
- x. **“Event of Default”** has the meaning set forth in section 8 of this Agreement.
- xi. **“Fiscal Year”** means a twelve (12) month period commencing April 1 and ending March 31 of the following year.
- xii. **“Grant”** means the funds to be provided by the Granting Agencies to the Network pursuant to this Agreement.
- xiii. **“Granting Agencies”** means the Canadian Institutes of Health Research (CIHR), the Natural Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities Research Council (SSHRC). **“Granting Agency”** means any one of them.
- xiv. **“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.
- xv. **“Independent Member”** means an individual:
 - a) Who has no material relationship with the Network or a Network Member such that the individual’s ability to think and act in an independent manner that is in the best interests of the Network, both in practice and in appearance, would be impaired; or
 - b) Who will not benefit directly from the activities of the Network.

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

- xvi. **“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.
- xvii. **“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.

- xviii. **“Monitoring Committee”** means a sub-group of the NCE Standing Selection Committee responsible for the annual progress assessment of the Network.
- xix. **“NCE-KM Initiative”** has the meaning set forth in the Recitals.
- xx. **“NCE-KM Initiative Guide”** means the [guide](#) published in connection with the NCE-KM Initiative detailing the processes, procedures and Eligible Expenses of the NCE-KM Initiative in existence at the time of this Agreement, as may be amended from time to time.
- xxi. **“NCE Standing Selection Committee”** means the committee established by the Granting Agencies to evaluate applications to the NCE Program and make funding recommendations based on a peer review process.
- xxii. **“Network”** means [\[Name of Network \(Network Acronym\)\]](#), a not-for-profit corporation incorporated under the [Canada Not-for-Profit Corporations Act](#).
- xxiii. **“Network Agreement”** means the Agreement to be entered into between the Network and a Network Member setting out the terms under which the Network Member will receive a portion of the Grant.
- xxiv. **“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 Agreement.
- xxv. **“Network Investigators”** are individuals who are eligible to receive Grant funds from one of the Granting Agencies, and who are affiliated with a Network Member.
- xxvi. **“Network Member”** means 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 or other organizations eligible to receive Grants from any of the Granting Agencies, and that employs or otherwise gives academic status to one or more Network Investigators, and that has signed the 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.
- xxvii. **“Parties”** mean the signatories to this Agreement.
- xxviii. **“Term”** means a period from the date of execution of this Agreement by all Parties, (the “Effective Date”), ending on March 31, [XXXX](#), as such Term may

be extended pursuant to subsection 6.1.

- xxix. “**Tri-Agency Financial Administration Guide**” means the [guide](#) published by the Granting Agencies detailing the Granting Agency policies on the uses, responsibilities, accountabilities, and administration of Grant funds, 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 Network.

3. DESCRIPTION AND USE OF THE GRANT

- 3.1 The Granting Agencies grant \$ [Total Grant Amount] to the Network based on the Application, such Grant to be administered by the Network Host in accordance with the terms and conditions of this Agreement, the Institutional Agreement, the [NCE-KM Initiative Guide](#), the [Tri-Agency Financial Administration Guide](#) and the Network Agreement (if applicable). The Grant will be provided as follows:

CIHR Grant #TBD	\$
NSERC Grant #TBD	\$
SSHRC Grant #TBD	\$

- 3.2 Subject to the terms and conditions of this Agreement, the Granting Agencies shall make payments of the Grant to the Network Host, in accordance with the Fiscal Year allocation set out in the Award Letter, who will:
- i. Subject to subsection 3.8, transfer a portion of the Grant to the Network Member(s) upon direction by the Network and in accordance with the Network’s decision to fund knowledge mobilization activities of Network Investigators consistent with this Agreement and the Application; if applicable, and
 - ii. Subject to subsection 3.8, make payments to the Network to cover the costs of day-to-day administration at the request of the Network.
- 3.3 The Network will ensure that the use and distribution of the Grant is only for Eligible Expenses directly related to, and necessary for, carrying out the strategic plan described in the Application and only to the extent that they are also directly in furtherance of the following objectives:
- i. Increase networking and collaboration among researchers from Canada and abroad;
 - ii. Mobilize leading-edge research findings that are relevant to the needs of the user sector (e.g., private and public sectors, non-governmental organizations, and others) and Canada’s socio-economic development;

- iii. Establish nation-wide, multidisciplinary and multisectoral partnerships between universities and the user sector (e.g., private and public sectors, non- governmental organizations, and others);
 - iv. Provide training that promotes multidisciplinary and multisectoral approaches and encourages trainees to consider the economic, social, environmental, health and ethical implications of their work;
 - v. Support national and international networks between knowledge users and producers from various disciplines, sectors and institutions, including industry, government and not-for-profit organizations for the benefit of Canadians in the areas of social, economic, health, technological and/or wellness;
 - vi. Validate and apply knowledge by strengthening collaborations with receptor/knowledge user communities and end users to ensure their greatest impact; and
 - vii. Enable knowledge mobilization activities that will bring together researchers from different disciplines to share and nurture ideas and methods that challenge research.
- 3.4 The Network shall not direct that funds be provided to a Network Member under subsection 3.2 until such time as the Network Member is approved by the Board and has entered into a Network Agreement with the Network. The Network Agreement shall be consistent with this Agreement. For greater certainty, the Network may only direct that Grant funds be provided to a Network Member under the same terms as set out in subsection 3.3 and this shall be reflected in the Network Agreement.
- 3.5 The Network shall not direct that Grant funds be provided to a Network Member under subsection 3.2 until such a time as the Network Member has provided the Network with the Consent to Disclosure form (Annex A) duly executed by the Network Investigators receiving funds.
- 3.6 The Parties acknowledge that the majority of the Network's activities fall within the domain of the [Granting Agency] and that the Network and Network Host shall adhere to the rules and policies of [Granting Agency] contained in the [Tri-Agency Financial Administration Guide](#) and the [NCE-KM Initiative Guide](#).
- 3.7 The Granting Agencies will review the Annual Report, as described in subsection 17.1 of this Agreement, to satisfy themselves that the activities of the Network are progressing satisfactorily and that they comply with the policies, terms and conditions of the NCE-KM Initiative. In the event that the Granting Agencies are not satisfied, they may refuse to approve future instalments of the Grant and they shall have the right to terminate this Agreement by delivering written notice of such termination to the Network Host and the Network. Upon delivery of such notice of termination, the Granting Agencies shall have no further obligations towards the Network Host and the Network.

- 3.8 The Parties acknowledge that the Network Host has the right and responsibility to withhold and withdraw approval of expenditures proposed by the Network that contravene the Eligible Expenses guidelines and/or the policies of the Network Host. The Network Host will implement and oversee controls designed to ensure that the transactions charged to the Grant are Eligible Expenses and compliant with Granting Agency guidelines, this Agreement, and the [NCE-KM Initiative Guide](#). An agreement between the Network and Network Host, (the “Network Host Agreement”), will specify allocations of Network Host resources, the level of support provided by the Network Host to the Network, and the mechanisms used by the Network Host to administer funds for the Network. The Network Host Agreement will be in the form of a separate agreement signed by the incorporated Network and the Network Host and a copy must be provided to the NCE Secretariat.
- 3.9 The Granting Agencies may change the Fiscal Year allocation of the Grant as set out in the Award Letter by prior written notice to the Network.

4. ELIGIBLE EXPENSES

- 4.1 The Grant shall only be used for the costs related to knowledge mobilization, communication activities, administration and networking as described in the [NCE-KM Initiative Guide](#) and in the “Use of Grant Funds” section of the [Tri-Agency Financial Administration Guide](#) as interpreted by the rules and policies of the [\[Granting Agency\]](#) in whose domain the majority of the Network’s research falls.
- 4.2 Only Eligible Expenses incurred on or after the Eligibility Date may be paid or reimbursed from the Grant. The Grant shall not be used to pay or reimburse expenses that were or are incurred prior to the Eligibility Date.
- 4.3 The Granting Agencies shall be entitled to recover from the Network any amounts claimed that are spent on expenses other than Eligible Expenses, or to set them off against future payments. The amount of repayment requested will constitute a debt due to Her Majesty the Queen in Right of Canada (“Her Majesty”) and will be recovered as such from the Network and/or Network Host.

5. ADDITIONAL GOVERNMENT ASSISTANCE

- 5.1 The Network agrees, within two (2) months of the end of each Fiscal Year, to provide a statement to the Granting Agencies of all other sources of funding, received or applied for, from other government entities, whether federal, provincial or municipal, during the Fiscal Year.
- 5.2 The maximum level (stacking limit) of total government assistance (federal, provincial and municipal) for this Grant will not exceed 100 % of Eligible Expenses.
- 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 Network or reduce any subsequent payments by an amount equal to the excess.

- 5.4 Notwithstanding subsection 5.3, additional funding attracted by the Network or Network Members from governmental or non-governmental sources will not reduce the amount of the Grant provided that these additional funds are used to extend or accelerate the achievement of the Network's overall objectives by enhancing its activities to exchange and exploit knowledge and technology or other activities to support the mobilization of research excellence for the benefit of Canada.

6. EXTENSION AND END OF TERM

- 6.1 A one year extension for the use of funds detailed in the "Use of Grant Funds" section of the [Tri-Agency Financial Administration Guide](#) as interpreted by the rules and policies of the [\[Granting Agency\]](#) is automatically given following the expiry date of the Term and in accordance with the [Tri-Agency Financial Administration Guide](#).
- 6.2 Any portion of the Grant remaining unexpended by the end of the Term will be payable to the Receiver General of Canada and returned to the Granting Agencies.

7. NOTICE REQUIREMENT

- 7.1 The Network shall inform the Granting Agencies in writing as soon as it becomes aware of the occurrence of any of the Events of Default identified in subsection 8.1.

8. EVENTS OF DEFAULT AND REMEDIES

- 8.1 The Network will be in default upon the occurrence of any one or more of the following events ("Events of Default"):
- i. The Network ceases to carry out a significant level of activities as determined by the Granting Agencies in furtherance of the objectives set out in this Agreement;
 - ii. The Network, Network Host or a Network Member has misrepresented or submitted false or misleading information, or does so at any time during this Agreement, to the Granting Agencies;
 - iii. The Network or Network Host fails to comply with any condition, undertaking or material term contained in this Agreement;
 - iv. The officers, directors, committee members or employees of the Network, Network Host or a Network Member fraudulently use Grant funds or use Grant funds in a manner not consistent with the [Tri-Agency Financial Administration Guide](#) or the [NCE-KM Initiative Guide](#);
 - v. The Network or Network Host is wound up, liquidated or ceases to exist or becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

- vi. The Network changes its jurisdiction of formation or corporate structure without the prior written consent of the Granting Agencies;
- vii. The Network Host Agreement is terminated or replaced without the prior written approval of the Granting Agencies; or
- viii. The Network or Network Host ceases to be eligible to receive funds from the Granting Agencies.

8.2 Notice and Rectification Period

Except in the case of an Event of Default under paragraph (v) of subsection 8.1 above, the Granting Agency will not declare that an Event of Default has occurred unless the Granting Agency has given written notice to the Network of the occurrence which, in the Granting Agency's opinion, constitutes an Event of Default and the Network fails, within thirty (30) days of receipt of the notice, either to correct the condition or event or demonstrate, to the satisfaction of the Granting Agency that it has taken such steps as are necessary to correct the condition, failing which the Granting Agency may declare that an Event of Default has occurred.

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

- i. Suspend its obligation to provide Grant funding;
- ii. Terminate any obligation to provide Grant funding; or
- iii. Require, upon demand, that the Network or Network Host 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 arising from the activities funded under this Agreement.

9.2 The Network shall manage Intellectual Property in accordance with the Network Agreement and/or policies of the Network Host and Network Members.

10. OFFICIAL LANGUAGES

10.1 In compliance with Part VII of the [Official Languages Act](#), the Granting Agencies have established that positive measures to promote the use of both English and French in Canadian society should be taken. Networks funded in 2018 and beyond are required to:

- i. Acknowledge the Granting Agencies' financial support in both English and French verbally and in writing whenever possible;

- ii. Publish their public website in both official languages, and include links to both the English and French "[NCE-KM Initiative](#) / [l'initiative de MC-RCE](#)" webpage and to the [\[Name of Network\]](#) webpage maintained by the NCE Secretariat; and
- iii. Advertise their competitions, events, and activities in both official languages.

11. REPORTING REQUIREMENTS

11.1 Annual Reporting

The Network shall provide to the Granting Agencies an Annual Report approved by the Board. The Granting Agencies shall provide annually to the Network updated Annual Reporting templates and guidelines developed in accordance with the criteria of the NCE-KM Initiative and which specify the submission deadlines for each element of the Annual Report.

11.2 Final Report

The Network shall provide to the Granting Agencies a Final Report approved by the Board for distribution to the Granting Agencies. The Granting Agencies shall provide to the Network updated Final Reporting templates and guidelines developed in accordance with the criteria of the NCE-KM Initiative and which specify the submission deadlines for each element of the Final Report. The Final Report will detail the impact of the work of the Network upon the objectives set out in subsection 3.3.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 12.1 The Network and Network Host hereby represent and warrant and covenant to the Granting Agencies as follows:
 - i. The execution and delivery of this Agreement by the Network and Network Host, and the carrying out by it of all of the activities as contemplated hereby by the Network and/or Network Host, have been duly authorized by all requisite corporate action;
 - ii. The Network and Network Host each have full power to execute and deliver this Agreement and to perform their obligations hereunder;
 - iii. This Agreement constitutes a legally binding obligation of the Network and Network Host, enforceable against each of them 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; and
 - iv. The Network and Network Host will inform the Granting Agencies of any evidence of possible criminal misconduct involving funding under this Agreement and shall report such matters to the appropriate authorities.

12.2 The Network Host hereby further represents and warrants to the Granting Agencies as follows:

- i. 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 Network;
- ii. It will not seek or accept compensation from the Grant to cover any costs incurred by it in connection with its obligations under this Agreement; and
- iii. It will oversee and guarantee that necessary controls (i.e. satisfactory processes and procedures) are in place and implemented to ensure that transactions charged to the Grant are Eligible Expenses and compliant with the Granting Agency guidelines.

12.3 The Network hereby further represents, warrants and covenants to the Granting Agencies as follows:

- i. The Network is a validly existing corporation duly incorporated under the [Canada Not-for-Profit Corporations Act](#);
- ii. The Network shall comply with all federal, provincial, territorial, local and foreign laws applicable to it;
- iii. The Board must consist of sufficient members to ensure it has the right diversity of expertise and skillsets necessary to govern the Network effectively. The Network shall establish, within six (6) months following the execution of this Agreement, a Board composed of approximately ten (10) to twelve (12) members, where at least one third (1/3) of the members are Independent Members;
- iv. The Board will approve the Annual Report and Final Report prior to the submission to the Granting Agencies; and
- v. The Network has appointed an executive to manage the day-to-day administration of the Network.

13. NETWORK GOVERNANCE

- 13.1 The Network will ensure that its articles of incorporation, by-laws or other corporate documents and its operating procedures are, and remain, consistent with this Agreement and all requirements of the NCE-KM Initiative.
- 13.2 The Network will provide the Granting Agencies with copies of the documents identified in subsection 13.1 upon completion and/or approval by the Board.

14. POST-AWARD SUPPORT

14.1 The Granting Agencies will 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 NCE-KM Initiative and other programs of the Granting Agencies, and provide insight on the Annual Report prior to Board approval. The Network shall give the Granting Agencies the same notice as provided to the members of the Board and its committees in advance of each meeting, and provide the relevant documentation at least seven (7) business days before the scheduled meeting date.

15. AUDITOR GENERAL MAY AUDIT

15.1 The Network 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 shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

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

16. FINANCIAL MONITORING

16.1 The Granting Agencies shall be entitled to visit periodically the Network Host, the Network and its Network Members to:

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

17. NETWORK REVIEW PROCESS

17.1 Annual Review

- i. The progress of the Network will be assessed annually against the criteria of the NCE-KM Initiative by the Monitoring Committee; and
- ii. Based on the assessment identified in subsection 17.1(i) of this Agreement, the Monitoring Committee may recommend to the Granting Agencies continued funding, phasing out of the Network, or the completion of an in-

depth review of the Network by a panel of experts assembled by the Granting Agencies who will assess the performance of the Network against the criteria of the NCE-KM Initiative.

18. CONFLICT OF INTEREST

18.1 The Network shall adopt and implement a code of conduct in its bylaws for directors, officers, employees and committee members designed to adequately prevent real or perceived conflicts of interest with respect to use of the Grant provided under this Agreement. The conflict of interest policy shall be no less stringent than the policy outlined in the NCE-KM Initiative Guide.

19. SURVIVAL

19.1 The rights and obligations of the Parties under sections 5 (Additional Government Assistance), 9 (Intellectual Property), 11 (Reporting Requirements), 15 (Auditor General May Audit), 16 (Financial Monitoring), 21 (Record Keeping), 22 (Access to Information Act and the Privacy Act), 24 (Indemnification), 25 (Loans, Capital Lease or Other Long- Term Obligation), 26 (Recognition & Public Disclosure), 27 (Official Marks), 28 (Members of Parliament), 29 (Compliance with Post-Employment Provisions), 30 (Gifts, Inducements and Contingency Fees), 31 (Lobbying Act), 32 (Amounts Owing to the Federal Government), 33 (Acknowledgement) and 34 (General) and any other section which is required to give effect to the termination or to its consequences will survive the expiry or early termination of this Agreement for a period of three (3) years.

20. APPROPRIATIONS

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.

The Agencies reserve the right to reduce, defer or cancel a Grant instalment if the continued need for funds is not demonstrated.

21. RECORD KEEPING

21.1 The Network Host shall ensure that accurate accounts and records, including but not limited to, contracts, invoices, statements, receipts and vouchers, in respect of the Grant are kept 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.

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

22. ACCESS TO INFORMATION ACT AND THE PRIVACY ACT

22.1 The Network acknowledges that the Access to Information Act and the Privacy Act apply to the NCE-KM Initiative. Information as to the use and disclosure of personal information provided to the Granting Agencies can be viewed in the NCE-KM Initiative Guide.

23. AMENDMENTS

23.1 This Agreement, together with Annex A, 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 Network and Network Host 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 other proceedings brought by any third party, that are in any manner based upon, arise out of, or relate to the Grant or to this Agreement.

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

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

26. RECOGNITION & PUBLIC DISCLOSURE

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

26.2 The Network and Network Host acknowledge that the name of the Network, the amount of the Grant and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

27. OFFICIAL MARKS

27.1 The terms "Networks of Centres of Excellence, Réseaux de centres d'excellence", are official marks of the Federal Government of Canada as represented by NSERC. The Network shall identify itself as a Networks of Centres of Excellence and is permitted to use the name "Networks of Centres of Excellence", the name "Réseaux de centres d'excellence", and the acronyms "NCE" and "RCE". The Network must immediately cease using all official marks upon termination of this Agreement or dissolution of the Network.

28. MEMBERS OF PARLIAMENT

- 28.1 No member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 28.2 Members of Parliament have no role in the delivery or administration of the NCE-KM Initiative. Members of Parliament may be invited by any Granting Agency to announce funding decisions.

29. COMPLIANCE WITH POST- EMPLOYMENT PROVISIONS

- 29.1 The Network and Network Host confirm that no current or former public servant or public office holder to whom the [Conflict of Interest Act](#), the [Policy on Conflict of Interest and Post-Employment](#), the [Values and Ethics Code for the Public Sector](#), or the [Values and Ethics Code for the Public Service](#) applies shall derive a direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

30. GIFTS, INDUCEMENTS AND CONTINGENCY FEES

- 30.1 The Network and Network Host represent and warrant that:
- i. 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; and
 - ii. It has not, nor has any person on its behalf offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining the Grant, any bribe, gift or other inducement.
- 30.2 The Network and Network Host acknowledge that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these representations and warranties, the Granting Agencies may exercise the remedies provided under subsection 8.3.

31. LOBBYING ACT

- 31.1 The Network and Network Host declare that any person lobbying on its behalf to obtain funding is registered, and in all other respects is in compliance with the [Lobbying Act](#).

32. AMOUNTS OWING TO THE FEDERAL GOVERNMENT

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

33. ACKNOWLEDGEMENT

33.1 The Network and the Network Host acknowledge having received and taken cognizance of the [NCE-KM Initiative Guide](#) and the [Tri-Agency Financial Administration Guide](#) and agree to be bound by them as they may, from time to time, be amended by the Granting Agencies, provided that no amendment will unreasonably expand the obligations of the Network and Network Host 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 Network and Network Host.

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

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

i. If to the Granting Agencies:

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

ii. If to the Network:

[Network Address]

and,

iii. If to the Network Host:

[Network Host Address]

Or any such other address as any Party may specify in writing to the other Parties.

- 34.4 No Party hereto may assign, directly or indirectly, any right or obligation arising from this Agreement without the prior written consent of all of the other Parties. This Agreement shall enure 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

CIHR

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

[Name], [Title], CIHR

Date

NSERC

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

[Name], [Title], NSERC

Date

SSHRC

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

[Name], [Title], SSHRC

Date

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

[Name], [Title]

Date

Signed for and on behalf of the [Host Institution Name] by its duly authorized officer:

[Name], [Title]

Date

ANNEX A - CONSENT TO DISCLOSURE FORM

Name:
Institution:
Position:
Activity:

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