

RESEARCH CONSORTIUM AGREEMENT

dated for reference << >>

AMONG: UNIVERSITY OF ALBERTA (“UA” or “Host Institution”)
AND: UNIVERSIDADE FEDERAL DO RIO GRANDE DO SUL
AND: UNIVERSIDADE FEDERAL DO RIO GRANDE DO NORTE-LAGOA NOVA
AND: UNIVERSITY OF WISCONSIN (MADISON)
(individually a “Party”, together the “Parties”).

BACKGROUND:

- A. The Parties wish to collaborate on a research project entitled: ‘**TRACKING CHANGE – THE ROLE OF LOCAL AND TRADITIONAL KNOWLEDGE IN WATERSHED GOVERNANCE**’ (the “Research Project”) under the direction of Brenda Parlee (the “Project Director” or “PD”).
- B. In support of the Research Project, Host Institution submitted a funding application as incorporated by reference in Schedule ‘A’ (the “Proposal”) to the Social Sciences and Humanities Research Council of Canada (“SSHRC”) under its Partnership Grants Program (the “SSHRC Program”) and SSHRC subsequently accepted the Proposal.
- C. The Parties are the partners involved in the Research Project and wish to enter into this Agreement to confirm their shared interest and commitment to collaborating in realizing the objectives of the Research Project.

NOW THEREFORE the Parties agree as follows:

1 Implementation of the Research Project

1.1 Each Party agrees to:

- a) make contributions to and participate in the activities of the Research Project;
- b) provide space, time and basic organisational support necessary to carry out their responsibilities to the Research Project;
- c) assign one or more representatives to participate in meetings as required to fulfill the requirements of the Research Project governance structure; and
- d) produce report(s) requested by SSHRC and the Host Institution in a timely manner,

all in accordance with this Agreement; the terms and conditions of the SSHRC Program (the “SSHRC Terms”); the research plan set forth in the Proposal; and all applicable laws and regulations.

- 1.2 Unless otherwise agreed and approved by SSHRC if required, the Research Project governance structure shall be implemented in accordance with the structure set out in the Proposal.
- 1.3 No Party shall make any significant change to the Research Project activities without the prior written consent of Host Institution and any other Parties impacted by the proposed change, and any required consent by SSHRC.
- 1.4 If any confidential or proprietary information or materials are to be exchanged between any Parties in relation to the Research Project, conditions for such exchange shall be negotiated between those Parties.
- 1.5 If any SSHRC funds received by Host Institution are to be transferred to another Party, the terms and conditions for that transfer shall be set out in a separate agreement between Host Institution and the Party receiving the SSHRC funds.

2 SSHRC Program Requirements

- 2.1 The Parties acknowledge that this Agreement is subject to the SSHRC Terms, and agree that should any right, benefit or obligation under this Agreement contravene or be incompatible with the SSHRC Terms, such right, benefit or obligation shall be amended or modified so as to be compatible with the SSHRC Terms.
- 2.2 Each Party receiving funds stemming from the Proposal (the “Funds”) agrees to use the Funds to support the objectives of the Research Project and shall administer such Funds in accordance with SSHRC Program requirements.
- 2.3 The Parties shall cooperate with each other in providing any scientific, financial or other reports required by SSHRC and each Party agrees to provide to Host Institution any information about Research Project activities, expenditures, cash contributions or in-kind contributions as may be reasonably requested by Host Institution to meet its obligations to SSHRC. The Parties will provide Host Institution with an annual statement of cash or in-kind contributions in such form as may be reasonably required by SSHRC of SFU from time to time.
- 2.4 The Parties agree that any public information produced regarding the Research Project shall be consistent with the SSHRC guidelines set out in ‘Acknowledging SSHRC Support and Communicating the Value of Your Research’, as posted at <http://www.sshrc-crsh.gc.ca/funding-financement/acknowledge-mention/index-eng.aspx> or at such other location as SSHRC may choose.
- 2.5 If Host Institution is informed by SSHRC of any changes to SSHRC Terms in relation to the Research Project, Host Institution agrees to notify all other Parties of any such changes in a timely manner.

3 Changes to Research Project Membership

- 3.1 The Parties acknowledge that the Research Project is contemplated as a network of organizations with mutual research interests and that it is anticipated that new members may want to join after the Research Project has been established. A prospective new member may join following a process established by the Executive (as defined in the Proposal). The Executive shall review requests by new members to join the Research Project and shall have authority to accept an application to join the Research Project. If such an application is accepted, the Parties agree to amend this Agreement to add the new member as a Party. Once approved, Host Institution will undertake to notify SSHRC of the new Party using the mechanisms required by SSHRC.
- 3.2 Any Party other than Host Institution may, with sixty (60) days written notice to the other Parties and subject to SSHRC approval if required, withdraw from the Research Project. If a Party withdraws according to this provision they shall be considered removed as a Party to this Agreement effective as of the date of their withdrawal.
- 3.3 Should a Party be terminated from this Agreement, all terms of this Agreement which by their nature have continuing effect shall survive with respect to the terminated Party. Host Institution will notify SSHRC of the departing Party's termination once that termination is finalised.
- 3.4 Parties shall be advised of changes to Research Project membership.

4 Research Project Results

- 4.1 Subject to any applicable privacy legislation, regulatory approvals, and any third party restrictions, each Party agrees to, upon request by any other Party, provide the requesting Party with data collected or acquired in performance of the Research Project, research results derived from the performance of the Research Project and materials created or developed in the performance of the Research Project (together the "Research Project Results").
- 4.2 Unless otherwise agreed between the Party providing the Research Project Results and the receiving Party, the providing Party agrees that the receiving Party may use, copy, distribute, and further develop the Research Project Results for non-commercial research and educational purposes, with any restrictions or additional rights to be negotiated between the providing Party and the receiving Party.
- 4.3 Where a Party proposes to involve any third party such as an employee, student, or other researcher in the Research Project, the Party engaging that third party shall ensure that third party has first transferred to the Party the rights the third party may obtain in the Research Project Results for the purpose of enabling the Party to give effect to the

provisions of this Agreement and specifically to ensure the Party holds the rights in the Research Project Results that it is or may be required to deliver under this Agreement were the Party the holder of such rights on their creation.

- 4.4 The Parties agree to negotiate in good faith rights to any additional intellectual property rights arising out of the Research Project Results which a requesting Party may be seeking, provided, however, no Party is obligated to grant another Party any additional intellectual property rights in the Research Project Results by reason of this section.
- 4.5 No Party represents that any Research Project research will lead to any particular result, nor does it guarantee a successful outcome to any such research. Further, no Party makes any representation or gives any warranty to the other that:
- a) any advice or information given by it or any of its employee (or students) who work on the Research Project; or
 - b) the content or use of any Research Project Results.

will not constitute or result in any infringement of third-party rights.

- 4.6 No Party gives any warranty, express or implied, on the Research Project Results, including without limitation, all implied warranties or conditions of merchantable quality and fitness for a particular purpose and all warranties arising from course of dealing and trade usage.
- 4.7 A Party using Research Project Results does so at its own risk and expense and no Party accepts any responsibility for any use which may be made by another Party of any Research Project Results, nor any reliance which may be placed by that other Party on any Research Project Results, nor for advice or information given in connection with any Research Project Results.

5 Publication

- 5.1 Subject to the SSHRC Terms and any restrictions on the publication of specific Research Project Results, each Party shall be free to publish or present accounts of the work pertaining to their own activities on the Research Project.
- 5.2 The Parties agree to follow any applicable processes or protocols established by the Research Project governance prior to disseminating Research Project Results.
- 5.3 Publications, conference presentations, and all other dissemination of material pertaining to the Research Project shall fairly assign credit to the individual researchers involved and shall recognize the contributions of SSHRC and the Parties that comprise the Research Project. Authorship of academic publications shall be cooperatively determined in a manner consistent with the rules and procedures ordinarily governing academic publications.

6 Agreement Term and Termination

- 6.1 Implementation and performance of the Research Project is conditional on Host Institution's receipt of funding from SSHRC. Should the SSHRC funding not be received, this Agreement shall automatically be null and void.
- 6.2 The term of this Agreement shall be from the date of SSHRC's award of the Research Project grant until the date the SSHRC Research Project grant is concluded, unless terminated or extended as set out herein or by mutual agreement of the Parties.
- 6.3 This Agreement may be terminated by Host Institution , subject to SSHRC approval if required, in the event that:
- a) SSHRC terminates the Research Project grant, or
 - b) the Project Director becomes ineligible to hold SSHRC funding or is otherwise unable to continue as the principal investigator and no mutually acceptable replacement is available, or
 - c) the Research Project is unable to proceed for any other reason.

7 General

- 7.1 **Notices.** Notices under this Agreement shall be sent to the Parties as set out in the attached Schedule 'B', or as may be changed from time to time upon written notice to all Parties.
- 7.2 **Headings.** The headings in this Agreement are included solely for convenience and reference and in no way define, limit or enlarge the scope of any provision of this Agreement, and shall not be used for the purpose of interpreting or construing the provisions of this Agreement.
- 7.3 **Wording.** Wherever the singular or masculine form is used in this Agreement it shall be construed as the plural or feminine or neuter form, as the case may be, and vice versa, as the context may require.
- 7.4 **Use of Name.** Any Party may disclose the title of the Research Project, the names of the other Parties involved in the Research Project, the name of the Project Director, the Research Project term and the amount of funding being provided for the Research Project. Except as provided by the foregoing, no Party may use any other Party's logo or name, nor the name of any other Party's personnel, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party to be named.

- 7.5 **Amendment.** Unless expressly provided otherwise in this Agreement, no amendments, changes, additions, deletions or modifications to this Agreement shall be binding unless reduced to writing and signed by the duly authorized representatives of the Parties.
- 7.6 **Assignment.** Except as otherwise permitted by this Agreement, no Party may sell, assign, encumber, license or otherwise transfer of any its rights, duties or obligations under this Agreement without the express written consent of the other Parties, which consent shall not be unreasonably withheld. Any rights and obligations of the assignor by virtue of this Agreement shall also bind their respective successors and assignees.
- 7.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province in which Host Institution is incorporated.
- 7.8 **Surviving Terms.** All terms of this Agreement which by their nature have continuing effect shall survive the termination or expiration of this Agreement.
- 7.9 **Further Assurances.** The Parties shall execute and deliver such further instruments and do such further acts as may be required to implement the intent of this Agreement.
- 7.10 **Counterparts.** This Agreement may be executed in counterparts either through original or electronic transmission of signatures, which together shall form an Agreement. An executed copy of the Agreement delivered by facsimile or electronic copy shall constitute valid execution and delivery of this Agreement.
- 7.11 **Entire Agreement.** This Agreement, including schedules, constitutes and contains the sole, complete and exclusive statement of the agreement between the Parties concerning the subject matter hereof, and supersedes all prior understandings or written or oral agreements with respect thereto. Should the Parties wish to enter into further agreements to address specific matters such as intellectual property ownership, licensing or commercialization arrangements, such agreements shall explicitly address which terms prevail in case of conflict.
- 7.12 **Relationship.** While the Parties intend by this Agreement to establish a contractual relationship relating to the SSHRC Program, and acknowledge that SSHRC uses the terms 'partner' and 'partnership' in its grant program materials and agree that the relationship intended between the Parties with respect to the Research Project is consistent with SSHRC's use of the term 'partner' or 'partnership' in its SSHRC Program materials, it is not the intention of the Parties to undertake a joint venture or to make any Party in any sense an agent, employee, or legal partner of any other Party. The Parties expressly agree that they are independent contractors, and this Agreement will in no way create a legal partnership between the Parties, whether at common law or in accordance with any applicable statute, nor have the Parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever.

BY SIGNING BELOW, each Party agrees to be bound by the terms of this Agreement effective as of the Agreement reference date.

SIMON FRASER UNIVERSITY

XYZ UNIVERSITY

Name:
Title:
Date:

Name:
Title:
Date:

ABC Community Group

Name:
Title:
Date:

Schedule 'A': Proposal

The SSHRC Application for a Grant of Simon Fraser University under the Application title, << >>, with <<>> as Project Director is incorporated by reference. [SENT ELECTRONICALLY]

Schedule 'B': Addresses for Notices

SIMON FRASER UNIVESITY

Financial Reports and Payments:

Manager, Research Accounting
Simon Fraser University,
Discovery 2,
8888 University Drive,
Burnaby, B.C. V5A 1S6

Fax: (778) 782-3477

Scientific and Research Matters:

<<PD>>
Simon Fraser University
Faculty of Education
8888 University Drive
Burnaby, B.C. V5A 1S6

Fax: (604) 921-8773

All Other Contract Matters:

Director, Office of Research
Services
Simon Fraser University
Discovery 2
8888 University Drive
Burnaby, B.C. V5A 1S6

Fax: (778) 782-3477

XYZ UNIVERSITY

Financial Reports and Payments:

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Scientific and Research Matters:

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All Other Contract Matters:

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ABC Community Organization

Financial Reports and Payments:

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Scientific and Research Matters:

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All Other Contract Matters:

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