

Resources and
Sustainable
Development in the
Arctic (“ReSDA”)
Network Research
Agreement for the
Proposed SISARD Project



DRAFT

Table of Contents

1. DEFINITIONS	5
2. BACKGROUND	7
3. RESEARCH PROJECT	8
4. FUNDING	8
5. LEADERS	8
5.1. Research Director	9
5.2. Theme Leaders and their principal affiliation	9
6. NETWORK COORDINATION OFFICE	9
7. MANAGEMENT COMMITTEE	9
7.1. Mandate	9
7.2. Management Committee Composition	10
7.3. Terms of reference for the Management Committee	10
8. STEERING COMMITTEE	11
8.1. Mandate	11
8.2. Steering Committee Composition	11
8.3. Terms of reference for Network Steering Committee	12
9. FINANCIAL MANAGEMENT	13
9.1. Financial year	13
9.2. General procedures	13
9.3. General Conditions	13
9.4. Accountability	13
9.5. Agreement on Network Funds distribution	14
9.6. Annual financial reports	14
9.7. Installments	14
9.8. Funding Notification	14
9.9. Allowable Expenditures	15
9.10. Accounts and Audit	15
9.11. Final reports	15
10. RESEARCH PROGRESS	15
10.1. Research plan preparation	15
10.2. Annual network meeting or workshop	15
10.3. Mid-term and final research report	16
10.4. Acknowledgement and Official Marks	16
11. PROCESS FOR INCLUSION OF NEW RESEARCHERS	16
11.1. Approval process	16
11.2. Application format	16
12. SAFETY AND SECURITY	16
13. INTELLECTUAL PROPERTY	17

13.1.	Background Intellectual Property	17
13.2.	Existing policies	17
13.3.	Ownership of Network-Supported Intellectual Property (NSIP)	17
13.4.	Internal use of NSIP	17
13.5.	Sharing of net revenues	17
13.6.	Benefits to Canada clause.....	17
13.7.	Obligations of the Network investigators	18
14.	DATA POLICY	18
15.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION	18
15.1.	Confidential information	19
15.2.	Disclosure of information	19
16.	DURATION OF THE AGREEMENT	19
17.	WITHDRAWAL AND TERMINATION	20
17.1.	Withdrawal of a Partner for material breach.....	20
17.2.	Withdrawal for other reasons.....	20
17.3.	Termination	20
18.	MODIFICATIONS TO THE AGREEMENT	20
19.	FORCE MAJEURE	21
20.	ENTIRE AGREEMENT	21
21.	NOTICE	21
22.	RELATIONSHIP OF THE PARTNERS	21
23.	SEVERABILITY	21
24.	DISPUTE RESOLUTION	21
25.	CONTRIBUTION AGREEMENT	21
26.	LANGUAGE	22
	APPENDICES	23
	APPENDIX A: Contribution Agreement (example)	Error! Bookmark not defined.
	APPENDIX B: Network co-investigators and partners	Error! Bookmark not defined.
	APPENDIX C: Network Structure	24

ReSDA NETWORK RESEARCH AGREEMENT FOR THE SISARD PROJECT

The Universities and Northern Partners hereinafter individually or collectively referred to as the "Partners" agree as follows:

WHEREAS the Network is hoping to be selected for funding as a Research Network by the Social Sciences and Humanities Research Council of Canada (the "Funding Agency");

WHEREAS the Network is a research program and not a corporation;

WHEREAS in discharging its obligations, the Network will fund certain research activities carried out at Universities and Northern Partners by Network Co-investigators;

WHEREAS the Funding Agency requires that the Network enter into an agreement with Partners, 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;

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

1. DEFINITIONS

Agreement means this Network Research Agreement including all attachments and appendices as may be amended from time to time.

Application means the application of Dr. Chris Southcott for SSHRC funds under the Partnership Program, for the project entitled Social Innovation and Sustainability in Arctic Resource Development (SISARD).

Background Intellectual Property refers to any Intellectual Property owned, acquired, developed, or used by Participants before the beginning of the Network.

Confidential Information means knowledge, materials, know-how, or any proprietary information, whether in electronic, written, graphic, or other tangible form, marked as confidential, disclosed by one Party to another Party. Any such confidential information that has been disclosed orally in order to be treated as confidential must be reduced in writing within two weeks of its disclosure and marked as confidential

Contribution Agreement – agreement signed individually between host institution and those receiving project funds.

Funding Agency means the Social Sciences and Humanities Research Council of Canada ("SSHRC").

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.

Host University means Lakehead University. This is the equivalent of the Network Host

Network means the Resources and Sustainable Development in the Arctic Network (ReSDA).

Network Collaborator is a research participant who helps accomplish some of the objectives of the project, but whose participation is not essential to achieving the main scientific objectives of the Network. A Network Collaborator must have been named as such in the Research Network proposal or is named as a new collaborator by the Steering Committee.

Network Funds means funds provided to the Network by the Funding Agency, together with funding obtained for Network use from other funding providers, including Partners.

Network Host means Lakehead University, the Partner where the Network Management Office is located.

Network Coordinator – the person who facilitates and coordinate activities of the network to support the researchers, community and aboriginal organizations, governments and private sector partners in order to create new common communities of interest related to resource developments and benefits to northern communities.

Network co-investigator is defined as a person:

- (i) employed or otherwise given status as a research scientist at a Partner institution, who is responsible for an aspect of the Network research;
- (ii) who was a co-applicant on the SISARD proposal submitted to SSHRC, or who has been accepted as a Network co-investigator by the ReSDA Steering Committee;
- (iii) who has signed the Contribution Agreement (Appendix A).

A Network co-investigator does not receive funds directly from the Funding Agency. It is intended that Network Funds will be provided to the Network Host, for further disbursement under the terms of this Agreement and sub-transfer agreements will be prepared as called for under the terms of the Tri-Agency Agreement on the Administration of Agency Grants and Awards by Research Institutions.

Network Management Office means the central administrative offices of the Network located at the Network Host.

Network Research means research projects and activities conducted under this Network Agreement and substantially supported by the Funding Agency and carried out under the supervision of Network Management and Steering Committees.

Network-Supported Intellectual Property (NSIP) means Intellectual Property first conceived, developed, or reduced to practice during a Network Research project.

Office of Technology Transfer (OTT) means the office at the Partner or Network member where a Network co-investigator is employed or holds academic status that has responsibility for protecting and commercializing Intellectual Property.

Participant is defined as a co-applicant or collaborator as defined by SSHRC in relation to its Partnership program. They shall include Canadian post-secondary institutions, not-for-profit organizations, philanthropic foundations, think-tanks, municipal, territorial or provincial governments and international post-secondary institutions, together with any individual who will make a significant contribution to the research of the Network and is affiliated with any of the groups provided herein.

Partner means the institution, agency or other employer of a Participant who has signed a contribution agreement or has agreed to be bound by the terms of this Network Agreement.

Parties mean those who have agreed to be bound by the terms of this Agreement.

Project Director means the Principal Investigator for the SISARD SSHRC proposal or, in his absence, the individual accepted/appointed by the Steering Committee to be the Principal Network Investigator and be responsible for directing the scientific development of the Network.

Theme means a major grouping of Network Research activities.

Theme Leader means a Network Investigator in charge of a Network Theme accepted/appointed by the Steering Committee.

2. BACKGROUND

This Research Agreement specifies the principles held in common that characterize the governance and practices of the SISARD project including guidelines for access to and use of ReSDA Network resources. This project is supported by the Social Sciences and Humanities Research Council of Canada (SSHRC), through their Partnership Program. The agreement builds upon existing cooperative work identifying and developing research priorities of the partner organizations.

The Network is based at Lakehead University with a central coordination office at the Yukon Research Centre at Yukon College and Territorial/regional coordination offices based at the Aurora Research Institute at Aurora College; Nunavut Research Institute at Nunavut Arctic College; Labrador Institute at Memorial University of Newfoundland and Makivik Corporation. The Network team members must conform to the protocols set out in the [Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans](#) (TCPS2), and the [ACUNS Ethical Principles for the Conduct of Research in the North](#) and community specific research guidelines. All applicants and grant holders must comply with the [Regulations Governing Grant Applications](#) and with the regulations set out in the [Tri-Agency Financial Administration Guide](#). Research will be guided by OCAP Principles (FNIGC, 2014). Communities will own, control, have access to, and possess data produced by this research.

In every respect of its governance and activities, ReSDA-SISARD will reflect the core principles of transparency, accountability, inclusivity, mutual respect, relationship building, collaboration, and consultative processes. These principles are consistent with, and are reinforced by, the various methodologies used during the project, including Collaborative Research and Participatory Action Research Strategies (PAR).

This project builds on the growing body of social science and humanities research dealing with extractive industry impacts in the Arctic by focusing on how communities can best ensure that any short-term benefits of extractive resource development can be transformed into long-term sustainable activities. It builds on the successes of our existing network of partners and academics created around the theme of the northern social economy (SERNN0Ca 2006-2011) and which later focused on extractive resource development (ReSDA 2011 – 2018). Although much was learned from this work, our northern partners still struggle with many complex questions about the sustainability of their communities and economies.

The proposed project would address these gaps and questions through the lens of social innovation. For our purposes, social innovation is seen as a process of developing new social practices to better meet human needs that are currently being unmet with an emphasis on empowering communities. It is an extension of terms such as social economy and social enterprise. Recent research has pointed to the usefulness of this concept for regional and community development. Discussions between researchers and partners have resulted in a series of research questions organized into 4 main challenge areas.

1) How can we better manage the impacts of the extractive industries on northern communities?
Subprojects: reducing conflicts around impact assessments, improving indicators, ensuring cumulative and health impacts are properly considered, and effective mitigation techniques.

2) How do we use extractive benefits to enhance northern food security and subsistence activities?

Subprojects: general barriers to subsistence activities, extractive industry-related employment programs to support subsistence activities, food distribution systems in boom and bust periods.

3) How do we use extractive benefits to enhance community well-being? Subprojects: integration of traditional knowledge into development decisions, best case scenarios for community involvement in environmental impact assessment processes and impact benefit agreement negotiations, and best revenue distribution and saving schemes

4) How do we use extractives to build capacity and diversify the economies of northern communities?

Subprojects: training and education programs, migration impacts, best case employment structures, business development, supporting culturally-appropriate renewable economies, possibilities around remediation needs, using new infrastructure projects.

These projects are interdisciplinary, involve a range of research methods and will help build capacity by training community researchers and promoting the participation of students from northern communities. We will use a variety of knowledge sharing tools developed with partners during the SERNNOCa and ReSDA research projects. This project will result in research that will allow northern communities to: better understand and monitor the impacts of extractive resource development; use extractive industry benefits to enhance food security, subsistence activities, and local cultures; develop a better understanding of community well-being and how extractive projects can be used to support well-being; and discover better ways to use extractive industry benefits to build capacity and diversify their economies.

3. RESEARCH PROJECT

The Partners agree to participate in the Network which will address issues surrounding the impacts of resource developments on Arctic people and communities. The objective is to find ways to ensure that a larger share of benefits from resource developments stay in communities and regions with fewer costs to communities while at the same time using social innovation to avoid path dependency. These issues are of key importance to the long term goals of sustainability in Canada's North as described in more detail in the Application.

4. FUNDING

The major funding source for the Network and Network Research is SSHRC, which will pay a grant of up to two and a half million Cdn dollars (**\$2,500,000.00**) to Lakehead University over a seven-year period, for research and the administrative costs of the Network.

The Parties will provide basic facilities, services and infrastructure, as in-kind contributions to the research Network. It will ensure that the Network has access to normal computer, communications, financial administration, and research management services, to enable it to serve as administrative secretariat of the Network. In addition, the Parties will provide funding as is provided in more detail in the Appendices/Schedules attached to the Application as defined above.

Research Sub Projects

The Network Steering Committee will periodically issue a call for Research Subprojects based on research priorities established by the Network Steering Committee. These projects will use the guidelines and application form found on the ReSDA website. Final funding decisions will be the responsibility of the Network Steering Committee.

5. LEADERS

5.1. Research Director

- Dr. Chris Southcott of the Department of Sociology, Lakehead University is the Research Director.

5.2. Theme Leaders and their principal affiliation

- Dr. Chris Southcott, Lakehead University Theme 1: Building capacity and diversifying the economy
- Dr. David Natcher, University of Saskatchewan, Theme 3: Food security, Subsistence Activities, and Culture
- Dr. Brenda Parlee, University of Alberta Theme 3: Enhancing community well-being
- Dr. Jackie Dawson, University of Ottawa Theme 4: Managing Impacts on Northern Communities

6. NETWORK COORDINATION OFFICE

The Network Coordination Office will be located at the Yukon Research Centre, Yukon College under the supervision of the Research Director. It will be managed on a daily basis by the Network Coordinator. The Yukon Research Centre will provide the necessary building space to assure the proper and efficient functioning of research and communication components of the Network that take place for the Network. This includes, but is not limited to, providing:

- i. sufficient office space for the proper and efficient administrative functions of the Network Coordination Office, and
- ii. sufficient laboratory and office space for the proper and efficient function of all of the scientific components that occur,
- iii. The day to day coordination of Network activities by a full-time Network Coordinator.
 - In addition to responsibilities for the coordination of the Network as a whole, the Network Coordinator will be periodically assisted by four other part-time/occasional territorial/regional coordinators; one based at the Aurora Research Institute, one based at the Nunavut Research Institute, one based at the Labrador Institute and one based at the Makivik Corporation in Kuujjuaq. All five coordinators will be responsible for assisting with research projects, communication and other coordination duties for the Network research program in their territory or region. Each Territory / region will establish local committees made up of government representatives, key community partner organizations, the territorial coordinator and network researchers working in the territory. The Research Director and Network Coordinator will be ex-officio members of these committees. The purpose of these committees will be to provide direction to the research in their region and to assist in representation of territorial concerns, as well as assist in outreach and communications of the program. These local committees will come together on an as needed basis.

Any changes in Secretariat location requires consultation with, and agreement from the Network Management and Steering Committee.

7. MANAGEMENT COMMITTEE

7.1. Mandate

- 7.1.1. The prime mandate of the Management Committee is to maintain the scientific focus and ensure the scientific progress of the Network. The Management Committee is accountable for both research integration and research development. The Management Committee acts as a valuable asset for the promotion and application of the research advocated by the Network.
- 7.1.2. The Management Committee is responsible for the proper advancement of research in each field of research presented in the research plan and for the integration of newly acquired knowledge from all research components in a usable form. The Management Committee will be responsible for recommending new Network Research projects and whether or not existing Network Research projects should be expanded or modified. These recommendations will be based on the scientific soundness and the general progress of research in the pursuit of Network objectives.
- 7.1.3. The Management Committee is composed of the Research Director and the Theme Leaders of the different Themes of the research proposal. The Steering Committee will approve the composition of the Management Committee. The Chair of the Management Committee will be the Project Director.
- 7.1.4. Each Theme Leader acts as the speaker for his/her Network Theme, reporting results, submitting financial and progress reports, and feeding back Network information to his or her group.
- 7.1.5. The Management Committee also has the duty of promoting activities and maintaining linkages with existing international networks and organizations. The Management Committee is in charge of the evaluation of the training program of highly qualified personnel and of the promotion of the principle of standardization of research protocols.
- 7.1.6. The recommendations of the Management Committee and changes in its composition are subject to approval from the Steering Committee. Management Committee members normally serve for the duration of the Network, unless other arrangements are agreed to by the Steering Committee.
- 7.1.7. The members of the Management Committee will meet by teleconference or other means at least monthly.
- 7.1.8. Notes will be taken at each meeting, and minutes will be distributed and posted on a secure website location.

7.2. Management Committee Composition

The Management Committee will be responsible for the intellectual direction of the project. In particular the Management Committee is responsible for reviewing, evaluating, and directing the research efforts of the Network. Research subproject proposals will be reviewed by the Management Committee and recommendations for funding will be made to the Network Steering Committee.

The Management Committee is constituted of the following members:

- Dr. Chris Southcott
- Dr. Jackie Dawson
- Dr. David Natcher
- Dr. Brenda Parlee

7.3. Terms of reference for the Management Committee

- 7.3.1. Guide the detailed planning of the Research program and the execution of Network

- research and training activities;
- 7.3.2. Provide guidance and the necessary expertise for developing, implementing, and verifying protocols for standardized reporting methods for the Network;
- 7.3.3. Solicit ideas and make recommendations concerning the allocation of the centralized Network activities budget
- 7.3.4. Implement and verify the policy regarding the processing, formatting, documentation, submission, and distribution of Network data, subject to article 13 of this Agreement;
- 7.3.5. Contribute ideas and information for the Network's web site;
- 7.3.6. Evaluate and make recommendations to the Project Director and Steering Committee regarding the addition of new projects and new participants to the Network;
- 7.3.7. Provide a robust scientific interface to other relevant research networks;
- 7.3.8. Develop, monitor and encourage Network synthesis activities (e.g., model comparisons, special journal issues, special conference sessions, etc.); and
- 7.3.9. Provide scientific interface with user groups and general media.

8. STEERING COMMITTEE

8.1. Mandate

- 8.1.1. The Steering Committee provides oversight on all aspects of Network management and ensures financial accountability of the Network to all Partners. The Steering Committee receives research progress reports from the Management Committee. The Steering Committee oversees the scientific integrity and the quality of the research program. The Steering Committee also oversees the effectiveness of communication activities and
- 8.1.2. proposes all necessary steps to encourage participation and inform stakeholders of research results. The Steering Committee will have the duty to mediate conflicting situations emerging during Network operations. All members will normally serve for the full duration of the network unless an evident conflict of interest occurs.
- 8.1.3. If a Committee member is no longer able to serve, the Committee chair will name a replacement that conserves the balanced representation of the Steering Committee, subject to approval by the Steering Committee and the Funding Agency.
- 8.1.4. The Steering Committee will meet at least 4 times per year with at least one face-to-face meeting that coincides with the Annual Workshop of the Network and the other meetings may take place by teleconference. **Audio-visual communication will attempt to be established for the 3 other yearly meetings.**
- 8.1.5. **At the annual in-person meeting partner representatives will have a special session with the project director to discuss affairs between themselves.**
- 8.1.6. **The Steering Committee will organize a research training session for partners and students at each annual workshop.**
- 8.1.7. Notes will be taken at each Steering Committee meeting and minutes will be distributed to members and posted on a secure location of the website.
- 8.1.8. Generally meetings will be chaired by the Project Director or someone appointed by him. The Steering Committee will develop protocols as needed during the project e.g. around the allocation of shared resources, other sources of funding, relationships with researchers and projects outside the Network, and so on.
- 8.1.9. It is understood by the team members that continued access to the Network's resources and support is contingent upon the Committee's judgment that the undertakings engaged in and the deliverables provided meet the expectations and understandings agreed to within the timeframes specified in the project work plan.

8.2. Steering Committee Composition

8.2.1. The composition of the Steering Committee will include the Project Director, Theme leaders and representatives of each Territory and region and such additional members as may be proposed by the Project Director and approved by the existing Steering Committee. Additional members may be drawn from the Network's host institution and any government agencies which have researchers involved in the Network.

8.2.2. The composition of the Steering Committee is as follows:

- Project Director - Chairperson: Dr. Chris Southcott (Lakehead)
- Theme Leaders / Co-Directors
 - Dr. Jackie Dawson (Ottawa)
 - Dr. David Natcher (U of S)
 - Dr. Brenda Parlee (U of A)
- Representatives for Northern regions and organizations
 - Nunavut Research Institute
 - Aurora Research Institute
 - Yukon Research Centre
 - Labrador Institute
 - Makivik Corporation (Nunavik Research Centre)
 - TBD (Regional partner)
 - TBD (Community-based partner)
- One International researcher representative
 - TBD

The Network Coordinator and Territorial Coordinators will be ex-officio, non-voting members of the Committee.

8.3. Terms of reference for Network Steering Committee

- 8.3.1. Oversee Network progress, identify problems in attaining objectives, and issue guidelines to the Management Committee and Project Manager for implementing solutions;
- 8.3.2. Promote awareness of the Network and its results with senior education administrators and senior government levels;
- 8.3.3. Review, modify, and/or approve Network Coordination Office and Management Committee recommendations for annual funding allocations to the Network's activities;
- 8.3.4. Review, modify, and/or approve Network Coordination Office and Management Committee recommendations on the use of centralized Network activities budget. Approve or reject researcher requests to reallocate funds within individual aspects of the project (if the reallocation is greater than 20% of a theme's annual budget);
- 8.3.5. Provide advice and make recommendations concerning the annual allocation of funds to the different Network research components;
- 8.3.6. Evaluate and make recommendations to the Steering Committee for requests from Theme Leaders for budget re-allocations, if budget category deviations are greater than 20% of the total budget in any given year;
- 8.3.7. Organize the agenda and activities for the annual meeting and other workshops;
- 8.3.8. Review, modify and/or approve proposals for the addition of new Network Research projects or scientists or Funding Agencies;
- 8.3.9. Review and approve financial reports and progress reports;
- 8.3.10. Review any changes to the Network Research Agreement;
- 8.3.11. Approve the initial membership and subsequent changes in membership of the Management Committee; and
- 8.3.12. The Network Steering Committee will adopt a code of conduct for all directors, employees, and committee members to prevent real or perceived conflicts of interest.

9. INTERNATIONAL EXPERTS GROUP

9.1 Mandate

9.1.1 The International Experts Group will offer advice to the Steering Committee on intellectual direction and quality of the research.

9.1.2 The International Experts Group will review the Annual Report of the Network and advise the Steering Committee on whether project objectives are being met.

9.1.2 On an ad hoc basis, members of the International Experts Group will review project and subproject results for the Steering Committee.

9.2 Composition

9.2.1 The International Experts Group will be composed of 4 distinguished academics with experience working in SISARD's area of research. Two will be Canadians and two will be chosen from outside Canada.

9.2.2 Initially, the International Experts Group will be composed of Frances Abele (Canada), Ken Coates (Canada), Lee Huskey (USA), and Ciaran O'Faircheallaigh (Australia).

9.3 Terms of Reference for the International Experts Group

9.3.1 The International Experts Group will meet annually, either virtually or in person, to discuss the progress of research produced by the network. They will submit a report on their discussions to the Network Steering Committee.

9.3.2 Members of the International Experts Group will review material produced by the Network on an ad hoc basis and provide input to the Network Steering Committee on these reviews.

Appendix C shows the ReSDA organizational structure.

10. FINANCIAL MANAGEMENT

10.1. Financial year

The Network's financial year starts on April 1 and ends on March 31.

10.2. General procedures

Network Funds will be released and administered by the Network Management Office at Lakehead University (under the direction of the Project Director). Network Funds will be transferred to Universities and/or Agencies for support of co-investigators who are eligible to receive SSHRC funds.

10.3. General Conditions

The release of Network Funds by SSHRC requires: a) the continued eligibility of the principal and co-investigator(s); b) the submission of satisfactory annual and financial reports (see Sections 8.6 and 9.0); c) maintaining satisfactory progress towards the achievement of network milestones and research outputs, consistent with the accepted proposal; and d) acceptance by the host and participating universities, agencies and researchers of the SSHRC grants and policies and conditions as presented in the guidelines of SSHRC.

10.4. Accountability

Funds allocated to each project will be transferred to the Parties hosting the eligible Network Investigators. All Network Investigators who receive Network Funds are required to respect the Network's administrative procedures (as described below) in terms of funds allocated as well as research and financial reporting. In addition, Network Investigators agree to follow the Tri-Agency Financial Administration Guide.

10.5. Agreement on Network Funds distribution

In the event of Network Funds being shared between University Network Investigators within the same project, a budget shall be provided detailing the distribution of Network Funds of this Network component and the University Network Investigators who should receive those funds. This procedure enables the Network Management Office to forward the funding to the secondary Party as requested. This budget should be determined on a yearly basis and include details on the distribution of the funds between Parties. A copy of this budget shall be sent to the Network Management Office each fiscal year.

10.6. Annual financial reports

Annual financial reports from each Party receiving funds, as at March 31 of each year, must be submitted to the Network Management Office, on or before April 30 of each year. Financial reports should be submitted according to standard (e.g. Form 300) formats for such financial reports. The variation of expenditures within each budget line item (for example, salaries and benefits, equipment and facility, material and supplies, travel and publication costs) should not exceed 20% of the total annual budget for the project, without the prior written consent of the Steering Committee. The Network Management Office will supply the Theme Leaders with a general format for the reports.

Network Investigators will be accountable for the submission of annual financial reports to the Network Management Office and to the Theme Leader of their Network component. It is the task of the relevant Theme Leader to ensure that these reports are submitted promptly. Parties will compile the expenditures of all Network Research projects and prepare a statement for the ending financial year that will be submitted to the Network Host on or before April 30 of the last year of the Network, unless this date is varied by SSHRC in their Notice of Award. Copies of these reports will be forwarded to the Project Manager, who in turn will forward copies to the Management Committee and Steering Committee in a timely manner.

10.7. Installments

The Network Host will receive Network Funding from the Funding Agency in four payments per year unless otherwise agreed. The Network Host will disburse funds to participating Parties as required and as permitted by the Network Host's financial authorities. As of Year 2, payments to participating Parties are conditional on the submission of acceptable and prompt annual financial reports and annual progress reports (sections 9.6 and 10.1) by the Network Investigators who have received funds during the previous financial year.

10.8. Funding Notification

The Network Management Office will issue a notification of funding at the beginning of each financial year by the Project Director to inform researchers and their Institutions of the funding amounts available for the coming year. The budget on Network Funds distribution among

researchers should be signed and submitted to the Network Management Office before the release of the notification.

10.9. Allowable Expenditures

The Recipient agrees that SSHRC payments shall be applied only to allowable and eligible expenditures, as described in the grant application, the letter of award and the Tri-Agency Financial Administration Guidelines. The Parties agree to return any unused funds to the Network Host, for return to SSHRC at the end of the grant period.

10.10. Accounts and Audit

The Host and Parties agree to deposit grant funds into an appropriate account, for use by the Project Director and Co-Investigators of the Network. They also agree to keep accounts and records of the revenues and expenditures of the Network, including invoices, receipts, and vouchers relating to it. Each Party shall conduct its financial affairs according to generally accepted accounting principles and practices. It will keep financial accounts, vouchers, and other records for a period of three years after the expiry of the Agreement.

10.11. Final reports

The Network's mid-term and final reports integrating all the Network's financial activities should be completed by April 30 of the mid-term year of the Network and April 30 of the final year of the Network respectively unless amended by SSHRC in their Notice of Award. The Network Management Office will provide Theme Leaders with a general format for their sections of this report.

Upon the termination or completion of the award, all unspent funds will be returned to SSHRC.

11. RESEARCH PROGRESS

11.1. Research plan preparation

The Management Committee will make recommendations to the Steering Committee concerning the Network research plan (including related budgets) for the coming year. This recommendation will be based on demonstrated progress and will include a statement on:

- i. the continuation or modification of existing Network Research projects;
- ii. the acceptance of new Network Research projects; and
- iii. the use of new external financial support from other sources.

These recommendations will be sent to the Steering Committee each year as directed by such Committee.

11.2. Annual network meeting or workshop

The network will organize an annual meeting among its investigators, members, affiliates, and others, as considered appropriate by the Steering Committee, to share and discuss the results of the research and other activities. SSHRC will be informed of this meeting and retains the right to be represented at it.

11.3. Mid-term and final research report

A mid-term research progress report prepared by the Project Director, Project Coordinator and Management Committee will be submitted to the Steering Committee who will submit an approved copy as required by SSHRC.

The Network's Final Research Report will be due six months after the end of all Network activities.

11.4. Acknowledgement and Official Marks

Acknowledgement of the financial support provided by SSHRC and ReSDA will be included in university and other organizations publicity related to the Network or other public information produced by the University or the Network Coordination Office. The SSHRC and ReSDA-SISARD logo should be included on all publications resulting from funding support provided to the research.

SSHRC authorizes use of its logo by the Network for the purpose of acknowledging its financial support, on Network reports, posters, website, and publicity. This authorization terminates at the end of the funding agreement.

12. **PROCESS FOR INCLUSION OF NEW RESEARCHERS**

The initial ReSDA members understand that as the project develops additional members may be invited to join as Collaborators or Partners. New members will be expected to abide by the protocols and guidelines developed by the Steering Committee. Decisions on these additions will be made by the Steering Committee but on the advice of the Territorial/Regional Advisory Committees.

12.1. Approval process

The Management Committee will review applications from new Participants interested in joining the Network as the applications are received. After reviewing applications, the Management Committee will make recommendations concerning the new Participant's acceptance to the Steering Committee. If approved by the Steering Committee, all new research Participants involved in primary Network research (not just use of Network data) would be required to sign documentation confirming that they agree to be bound by this Network Research Agreement.

12.2. Application format

It is anticipated that there will be different categories of applications from potential new researchers with slightly different requirements for applications in each case. The Management Committee and the Steering Committee reserve the right to ask for additional information.

13. **SAFETY AND SECURITY**

All Participants must be committed to exercising due diligence in providing a safe and secure work environment. Participants are obliged to follow all applicable rules, regulations, and laws governing the safety and security of people working on Network research projects or visiting Network Research sites or laboratories. Applicable rules, regulations, and laws may come from individual Universities, Agencies or companies conducting or overseeing work on the site(s), provincial governments, and/or the federal government. Provisions for insurance and

indemnification of each Party's personnel working on Network Research sites are the responsibility of each participating Party in the same manner as would be the case for any other academic research project.

14. INTELLECTUAL PROPERTY

14.1. Background Intellectual Property

Background Intellectual Property will remain the property of its owner, unless its owner has explicitly waived ownership of this Background Intellectual Property in writing. Any use of Background Intellectual Property within the Network activities is subject to a written agreement between the owner and potential users.

14.2. Existing policies

This Network Research Agreement shall not abridge, modify, or otherwise interfere with existing policies on Intellectual Property of Partners hosting Participants. In the event that a conflict arises, these specific policies shall prevail.

14.3. Ownership of Network-Supported Intellectual Property (NSIP)

14.3.1. Ownership of NSIP shall be determined by applicable Canadian law and the policies of the relevant Partner(s). The Parties agree that the authority and responsibility for making decisions with regard to legal protection and commercialization of NSIP shall rest with the owners of the NSIP. Unless otherwise agreed to in writing on a case-by-case basis by the owners of NSIP and subject to the Funding Agency agreement, no one shall have any rights to the NSIP, other than the right to a non-exclusive license provided for in section 13.4 of this Agreement.

14.3.2. NSIP developed by more than one Partner (Joint Intellectual Property) will be shared in equitable parts between them, considering their respective contribution(s), and will be subject to Intellectual Property policies of the Partners and to any ownership agreements entered into by these organizations.

14.4. Internal use of NSIP

In the absence of a specific agreement to the contrary, Partners will have a non-exclusive right of use, solely for educational and research purposes, of NSIP.

14.5. Sharing of net revenues

The owner, the inventor, the inventor's employer, and the relevant Partners shall be entitled to a share of the Net Revenues commensurate with their contributions related to the NSIP, in accordance with the applicable Partner's official policies, those of other Partners as appropriate. The Parties shall negotiate the terms in good faith in a separate agreement.

14.6. Benefits to Canada clause

Every effort should be made so that the development and commercialization of NSIP arising from Network activities occurs within Canada. The creator and owner of the NSIP should report to the Steering Committee any plans for the development and marketing of NSIP.

14.7. Obligations of the Network investigators

In signing the Contribution Agreement attached as Appendix A, a Network co-investigator agrees as follows:

- 14.7.1. The Network Investigator shall promptly disclose, in writing to the Project Manager and to the Office of Technology Transfer of the Partner, any results of Network Research that the Network Investigator believes have the potential to be commercialized.
- 14.7.2. The Network Investigator shall withhold publication, for 30 days, any such material pending evaluation by the Project Manager and/or their delegate and the Office of Technology Transfer (or similar such body) of his or her Partner to determine whether contents contain patentable, commercializable, or confidential information. 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 Confidential Information.
- 14.7.3. Furthermore, upon request by the Network or the Partner, the Network Investigator shall further delay publication of NSIP for up to 3 months to provide time for the Network or the Partner to seek patent protection for the NSIP. The Network Investigator will work with the Office of Technology Transfer (or similar such body) of his or her Partner to ensure that any such delays do not interfere with a student's thesis defense or the graduation of a student.
- 14.7.4. The Network Investigator shall promptly disclose in writing to his Partner and to the Network Management Office any conflict of interest that may arise pursuant to the terms of this section.
- 14.7.5. The Network Investigator shall promptly disclose in writing to the Project Manager and to the Office of Technology Transfer of the Network Host of existing Intellectual Property and any prior work to which the Network Investigator has knowledge that could limit the extent to which proposed and/or ongoing Network Research could be commercialized.

15. DATA POLICY

To ensure the success of the Network's efforts, data sharing is compulsory between researchers and the Partners. Data management is to be guided by the OCAP principles mentioned above. Any clause in the present article is subject to Article 13 – INTELLECTUAL PROPERTY.

The Management Committee and the Steering Committee will develop and implement measures to address data submission, data access, and data "fair use" guidelines, such that the results of the common effort can outlive the duration of the Network.

The success of the Network will depend heavily upon the timely and unrestricted sharing of data and information. The Network requires an early and continuing commitment to the maintenance, quality assurance, documentation, and distribution of its data sets. Data should become available to the general scientific community approximately two years after submission into the "Network Data Information System," unless otherwise decided by the Steering Committee. The network members agree to abide by SSHRC's open access policy.

16. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

16.1. Confidential information

In carrying out the activities contemplated by the Agreement, it is anticipated that the Partners may disclose certain information or material which is considered by the disclosing party to be confidential. In any case, the Party receiving the Confidential Information shall take precautions no less stringent than those which they would employ to safeguard their own Confidential Information. Confidential Information shall only be used by the receiving Party to perform work in the course of Network Research and shall not be used for any commercial purpose. The obligation to safeguard Confidential Information shall continue for a period of two (2) years from the date of termination or expiration of this Agreement and shall not apply to information which:

- a. is already known to a third party to whom it is disclosed;
- b. becomes part of the public domain without breach of this Agreement;
- c. is obtained from third parties that have no confidentiality obligations to the disclosing party;
- d. is authorized for release by the disclosing party;
- e. is independently developed by one Party without reference to Confidential Information provided by the other Party; or
- f. is required to be disclosed by law, but only to the extent so required.

16.2. Disclosure of information

16.2.1. Data published outside the Network are subsequently considered to be a part of the public domain, even though the original source of the data keeps recognition for his or her Intellectual Property on the data.

16.2.2. Any communication containing NSIP must include a clear recognition of the contribution of the primary owners and/or creators of this NSIP.

16.2.3. Any communication containing NSIP developed during the course of the Network and involving peer review must be sent to the Network Management Office for inclusion in the Network's research reports, website, and archives.

16.2.4. Even if Network research results have not been subjected to the peer review process, a Network Investigator who conducts a communication activity (e.g., scientific conference, other type of scientific communication, media interview, or communication to all or a portion of the general public) that includes Network research results, shall inform the Network Coordination Office so that the communication activity can be included in the Network database. Participants should not speak to media representatives in the name of the Network in regards to public policy recommendations without the prior approval of the Steering Committee.

17. DURATION OF THE AGREEMENT

This Agreement will enter into force as of the 1st April 2017 when the SSHRC grant would be awarded to the Network and would remain in full force and effect until March 31, 2025, as per the term provided in the SSHRC notice of award letter, or on dissolution of the Network, whichever comes first, except for provisions concerning sections 13.3 (ownership of Network-

Supported Intellectual Property) and 15.1 (Confidential Information) which shall survive termination.

18. WITHDRAWAL AND TERMINATION

18.1. Withdrawal of a Partner for material breach

In case of material breach or default, a Partner can be forced to be withdrawn from this Agreement if it refuses or fails to remedy such default within thirty (30) days of transmittal of written notice to such effect by the Steering Committee.

18.2. Withdrawal for other reasons

Any Partner may withdraw from this Agreement in the following circumstances:

- i) if the Partner is no longer able to meet the objectives of the project; or
- ii) if the Steering Committee and the Management Committee change substantially the orientation of the Project.

In the event that this clause is invoked, the Partner must give ninety (90) days written notice to the Steering Committee to allow sufficient time to discuss the best possible course of action in terminating the Project and to protect the results and the data acquired to date.

18.3. Termination

This Agreement shall terminate immediately in any of the following circumstances:

- i) upon a written consent by Partners; or
- ii) if the Funding Agency ceases supporting the project financially, unless the Partners agree otherwise

The Parties may terminate this Agreement at any time by mutual consent. One of The Parties may terminate this Agreement by giving to the other Parties thirty (30) days advance notice in writing to that effect. In the event of termination, the Parties shall cease work under this Agreement and provide each other a final accounting report of all costs incurred prior to the termination date and for any reasonable costs involved in winding down the Project. In addition, the Parties shall provide to each other a final report on the status of their work for the Project even though the work is not completed. A copy of the data collected up to the termination date shall be provided to the Project Director.

Termination on Default

In the event of a default the Parties shall have no further obligation to contribute to the cost of the Project and may require that the defaulting Party transfer clear title and an unrestricted right to use the Intellectual Property Rights in Foreground and Background Information to the other Parties.

19. MODIFICATIONS TO THE AGREEMENT

No variation or modification of this Agreement or waiver of any of their terms or provisions hereof shall be deemed valid unless in writing and signed by the Partners hereto.

20. FORCE MAJEURE

No Partner shall be considered in default of this Agreement or liable to any other Partner if the fulfillment of all or part of their obligations is delayed or prevented due to circumstances beyond the reasonable control of such Partner including, but not limited to, natural disasters, fires, strikes, lock-outs, or any governmental measures.

21. ENTIRE AGREEMENT

This Agreement, including the Appendices, constitutes the entire agreement between the Partners and supersedes and cancels any previous agreements, contracts, propositions, representations, negotiation, or oral or written agreements in respect to the same subject matter.

Nothing in this Agreement shall be construed as creating a legal relationship between or among any of the parties. The Recipient shall not make any representation that it is an agent of SSHRC.

22. NOTICE

Any notice required or permitted pursuant to this Agreement shall be addressed to those persons and addresses appearing in Appendix B.

Any change of address by one of the Partners must be communicated to the Network Management Office by fax or other electronic transmission, or by registered mail.

Any notice sent by one Partner to the Network Management Office shall be considered valid and in accordance with this Agreement if delivered personally to the Network Project Director or the Project Manager, by courier or by Canada Post.

23. RELATIONSHIP OF THE PARTNERS

Nothing contained in this Agreement shall be construed as creating a partnership or a relation of mandatory agent between the Partners.

24. SEVERABILITY

Should any clause or provision be held to be invalid or illegal, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

25. DISPUTE RESOLUTION

Any dispute or issue that arises during this Agreement shall be settled definitively under the aegis of a mutually agreed upon independent arbitrator, and with the exclusion of the courts.

Amicable Resolution. The parties shall attempt to settle any controversy between them amicably. To this end, a senior executive from each party shall consult and negotiate to reach a solution. The parties agree that the period of amicable resolution shall be independent of any statutory or legal limitations. However, nothing in this clause shall preclude any party from commencing mediation if said negotiations do not result in a signed written settlement agreement within thirty (30) days after written notice that these amicable resolution negotiations have commenced.

26. CONTRIBUTION AGREEMENT

The Research Directors, the Theme Leaders, and the Network co-investigators are intervening to the present Agreement in signing the document "Contribution Agreement" attached as Appendix A. Each one declares to have read this Agreement and, having done so, accepts all the terms and conditions in so much as he is concerned and, bound by such, agrees to inform all the members of his research group at his institution of their obligations in virtue of this Agreement.

27. LANGUAGE

The Partners hereto have expressly agreed that this Agreement, as well as all other documents relating thereto, be drawn up in the English language only. Les Institutions participantes ont expressément convenu que cette entente de même que tous les documents s'y rattachant soient rédigés en anglais seulement. Summary documents, research results summaries and other documents for public communication will be in English, French and Inuktitut and other aboriginal languages upon request of the affected/relevant aboriginal community.

APPENDICES

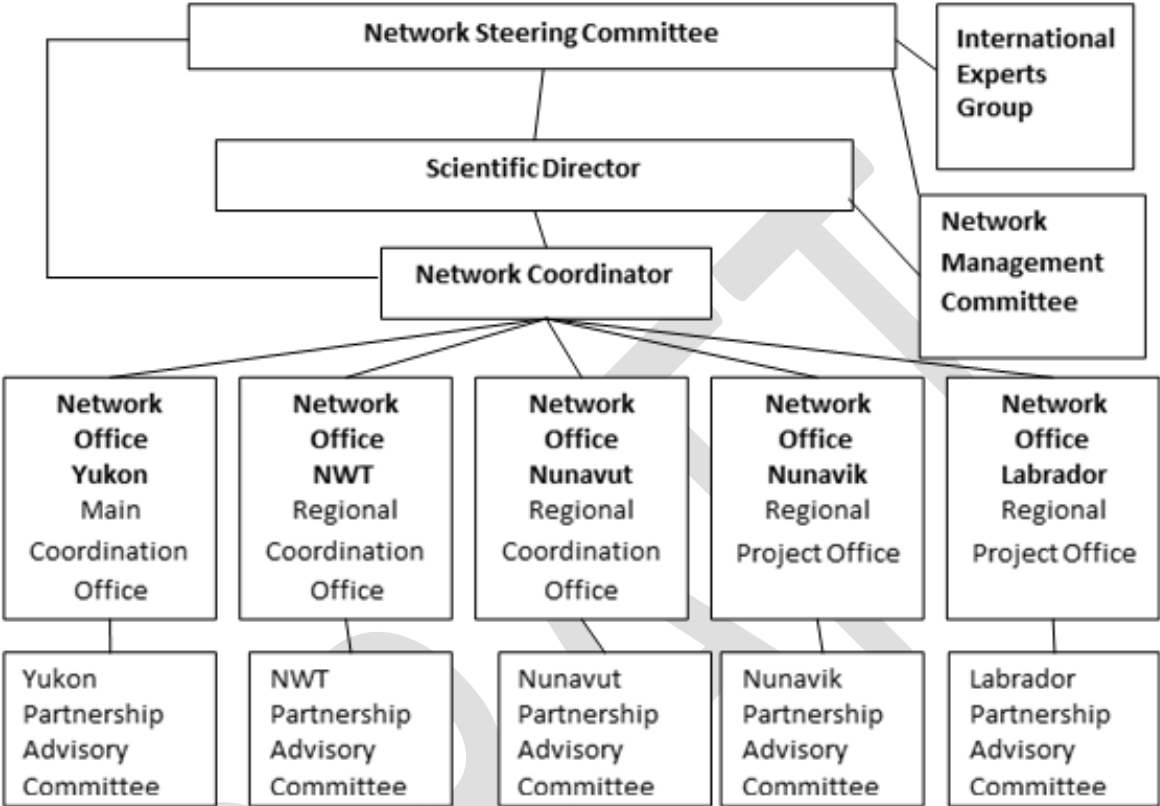
Appendix A Contribution Agreement – TBD

Appendix B Network Investigators and Partners - TBD

Appendix C Network Structure

DRAFT

APPENDIX C: Network Structure



The network structure is based on models of previous cross-territorial research networks.

The network activities will be implemented and coordinated by a Network Steering Committee and a Management Committee.

Management Committee will involve the Research Director, Theme coordinators and program coordinator. The management committee is responsible for reviewing, evaluating and directing the research efforts of the network and the territorial coordinators. Project proposals will be reviewed by this committee and recommendations for funding made to the Steering Committee with final decisions being made by the Steering Committee.