



DATA CHAMPIONS GRANT FUNDING CALL

SUMMARY

- Eligibility: Canadian post-secondary institutions, research hospitals, and non-profit organizations whose activities support Canada’s DRI ecosystem
- Total budget: \$916,000 Canadian funds
- One funding stream: up to \$50,000
- Application Process: Full Proposal
- Deadline for submission of Full Proposal: **February 3, 2022, at 5:00pm EST**
- Notice of Award / Eligibility of expenses: March 2022
- Estimated project start date: No later than March 31, 2022
- Estimated project end date: No later than March 31, 2023

COMPETITION TIMELINE

Activity	Deadline
Publication of Funding Call	January 4, 2022
Information Session – English	January 13, 2022 at 11:00 am EST
Information Session – French	January 13, 2022 at 12:00pm EST
Deadline to submit questions	January 27, 2022 at end of business day
Deadline to submit Application	February 3, 2022 at 5:00pm EST
Adjudication Process	February 2022
Notice of Award / Eligibility of expenses begin	Week of March 14, 2022
+90 days	Appeal Process

OVERVIEW

The Digital Research Alliance of Canada (the Alliance) is launching a funding opportunity for the development of a Data Champions Pilot Project to promote a shift in data culture within the Canadian Digital Research infrastructure (DRI) ecosystem. As part of this Pilot Project, the Alliance will be gathering information to evaluate potential development of a scalable and sustainable Data Champions Program.

DESCRIPTION

The objective of this Pilot Project is to advance awareness, understanding, development, and adoption of research data management (RDM) tools, best practices, and resources in Canada.

Broadly speaking, this Pilot will further the Alliance’s research data management mandate by promoting sound RDM practices and contributing to a broader culture change in the conduct of digital research, and ultimately fostering excellence in Canadian research. As a tangential benefit, the inaugural Data Champions cohort

will provide valuable feedback on how the Alliance can sustain, improve, and grow the Data Champions model, and associated Community of Practice initiated by this Pilot, into a potential Data Champions Program. Any resources and/or funding needed to scale this Pilot into a fully-fledged Data Champions Program will hence be informed by the Pilot experience and articulated in future funding requests and corporate plans.

WHY BUILD A COMMUNITY OF DATA CHAMPIONS

The need for increased awareness of and training in sound data stewardship practices in research environments is well known - in particular, to help address the challenges posed by the diversity and specialization of research practices and data types across disciplines. Institutional research data services, where they exist, “typically possess neither the discipline-specific expertise nor the resources to offer appropriate targeted training and support within every academic unit”¹. Additional support is needed.

Data Champions initiatives implemented in recent years at higher education institutions around the world have sought to address this challenge within institutions by identifying “suitable individuals with discipline-specific expertise that are already embedded within each unit, and empower these individuals to advocate for good RDM and to deliver support locally [within their institutions]”². The University of Cambridge, an innovator in this area whose model has inspired others, reports from their experience that “a Data Champions initiative seems to be an effective way to increase both advocacies for RDM and discipline-specific training available to researchers in large universities. A Community of Practice around RDM allows existing experts and interested individuals to exchange knowledge and develop ways of influencing their colleagues”³.

This funding call provides an opportunity to develop a Data Champions model and related Community of Practice in Canada at a national scale.

WHAT IS A DATA CHAMPION?

A Data Champion is an individual (or team) who applies their discipline-specific expertise to the promotion of a wide range of data principles, and advocates for a culture of good data stewardship in a variety of ways. This individual (or team) is passionate about advancing RDM and sharing their knowledge to build a collaborative and researcher-led community of practice with the goal of fostering RDM best practices within and between disciplines.

¹ Establishing, Developing, and Sustaining a Community of Data Champions, https://www.researchgate.net/publication/333911004_Establishing_Developing_and_Sustaining_a_Community_of_Data_Champions

² *ibid.*

³ Creating a Community of Data Champions, <https://www.biorxiv.org/content/10.1101/104661v1.full.pdf>

DESIRED OUTCOMES

Outcomes will be determined by the Data Champion activities identified by applicants, which are envisioned to fall under the following broad categories -- all designed to improve data stewardship in Canada; other categories and related activities identified by applicants may be considered as well:

- training/mentoring
- promoting/advancing RDM
- addressing disciplinary challenges
- driving culture change
- informing future initiatives

Data Champions funding applications will describe and expand upon proposed activities within selected categories, including how these activities will be undertaken, achieved, measured, and reported, and how they will support the objectives of this Pilot. Applications addressing more than one category of activity are expected to be the norm. This funding call is intended to support new activities or notably expand and/or innovate current activities of the Data Champion. As an overarching outcome, this Pilot is intended to foster relationships among cohort members, and to gather and report information to strengthen the Canadian RDM Community of Practice and inform future initiatives.

As appropriate, Data Champions will be expected to give due consideration to involving researchers and students at various stages of experience, including but not limited to early career researchers, post-doctoral fellows, graduate and undergraduate students, and data specialists, who will carry sound RDM practices forward.

Under any activity, consideration during adjudication will be given to the integration of Equity, Diversity, Inclusion, and Accessibility principles at all relevant stages (e.g., team formation, recruitment of graduate students, if applicable), and to the participation of First Nations, Inuit, and Métis researchers.

To support achievement of desired outcomes, the Alliance RDM Team, in collaboration with its Network of Experts, will provide coordination and support for the Data Champions in fulfilling their individual and collective Pilot responsibilities. This support may include:

- Convening regular meetings of the Data Champions cohort to share ideas and experiences, and to inform ways of initiating and improving a national Community of Practice.
- Consulting with individual Data Champions or teams regarding their proposed activities through initial consultation and periodic check-ins to connect Data Champions with appropriate experts and/or resources.
- Facilitating collaboration among Data Champions on potential areas of shared interest and expertise.

- Helping Data Champions with specific activities, as capacity permits.
- Monitoring progress of Data Champions toward achieving their stated Pilot goals.

While Data Champion activities and outputs proposed under this Pilot may be focused on the institution or organization level, consideration will be given to activities and outcomes that are scalable to the regional, provincial/territorial, and optimally, national level.

MEASURES OF SUCCESS

- A cohort of Data Champions (composed of individuals and/or teams) individually and/or collaboratively develops, promotes, contributes to, and/or delivers on a range of RDM activities over the course of the Pilot.
- Data Champion activities increase awareness of and competence in RDM methods and practices within disciplines, regions, and/or institutions, as measured by means identified in the applications.
- A National Community of Practice is established, relationships are built, and information is gathered to inform parameters for a potential future Data Champions Program.

ELIGIBILITY OF APPLICANTS

This is an open competition and involves Applicants in RDM, such as, researchers, librarians and data professionals. Individuals applying for a grant must be affiliated with an eligible institution.

Applicant:

Applicant must be affiliated with an eligible Canadian institution and must maintain such an affiliation for the duration of the grant period.

Eligible Canadian Institutions:

The following are eligible Canadian institutions or organizations (“institution”) which includes the designation of one individual at the vice-president level to be responsible for the oversight of the grant funds:

- post-secondary institutions (universities and colleges)
- research hospitals
- non-profit organizations that are positioned within the DRI ecosystem

We welcome and encourage submissions from:

- small institutions
- Indigenous research groups

Federal Government institutions and agencies (Federal departments, agencies or Crown corporations, including their research facilities), Provincial or Municipal organizations, and non-profits situated in Canada that are a vested stakeholder of Canada's DRI and whose activities depend upon the Alliance are encouraged as Project Collaborators. Collaborations with international partners and private sector organizations within the Project Team would be accepted.

The Alliance will not accept "designated projects" as defined in the *Canadian Environmental Assessment Act, 2021* ("CEAA") and projects carried out on "federal lands" as defined in the CEAA. Exceptions will be on a case-by-case basis and approval must be obtained from the Minister before any negotiations between the Alliance and the Applicant occurs.

Applications can be submitted by an individual researcher, librarian or data professional or a team consisting of these data management experts.

Successful applicants must provide proof, in the form of a letter from their institution, attesting that the funding will be applied towards new, and/or notably expanded or innovated activities already being carried out by the Applicant in support of RDM at their institution. The letter shall also indicate that the funding will be applied against salaries and benefits.

ELIGIBILITY OF EXPENSES

The only eligible expense is for salaries and benefits for the Applicant and/or team members.

VALUE AND DURATION

As of April 1, 2021, Portage transitioned into Digital Research Alliance of Canada and with it the available funding for this project. This funding will be used to fund up to 18 applicants consisting of a diverse cohort of researchers who will take on the role of 'Data Champions':

- budget source: Alliance: \$916,000 (March 2022-March 2023)
- budget details: Inaugural Data Champions: up to \$50 000 (March 2022-March 2023)

APPLICATION PROCESS

Applications will be accepted in both official languages (English and French). Special needs for accessibility will be accommodated for Applicants.

By submitting an application for funding consideration, the Applicant and its institution(s) acknowledge that the terms and conditions outlined in Appendix B – Grant Funding Agreement, are non-negotiable post-award.

Applicants must complete the application form in accordance with the embedded instructions in the Application Form. Applications must be submitted electronically by the Principal Applicant. Application link:

<https://questionnaire.simplesurvey.com/f/LanguageSelection.aspx?s=c41532d4-2dab-45b2-bcef-499b42a85b45>

Applicants needing assistance while preparing their application **must communicate directly with the Alliance** well in advance of the application deadline to the following email address:
funding_subventions@alliancecan.ca.

Failure to submit questions or seek assistance through this email address may result in the Applicant's application becoming disqualified and no longer considered for funding.

Refer to the Frequently Asked Questions (FAQ) for more information on the application forms and process.

EVALUATION AND ADJUDICATION

Applications are adjudicated and available funds awarded through a competitive merit-review process. The Alliance bases its funding decisions on the recommendations of the adjudication committee and on the funds available.

Proposals will be funded with a national approach. Funding will cover Canada, with representation from all provinces and territories, as possible, and with official languages included.

The adjudication committee may consist of national and international RDM experts and can include experts from other sectors as needed. Participants in the review process, if not in a conflict of interest with the applicant or any team members, are asked to evaluate the Application based on the evaluation criteria below.

For Indigenous Applications, [SSHRC's Guidelines for the Merit Review of Indigenous Research](#) will be referenced to help guide the adjudication committee to build understanding of Indigenous research and research-related activities and to assist committee members in interpreting the Alliance's specific evaluation criteria in the context of Indigenous research. If the Alliance receives enough Indigenous Applications, it may establish a distinct adjudication committee.

EVALUATION CRITERIA AND SCORING

The following criteria and scoring scheme are used to evaluate the applications:

- project description (20 points)
- project outcomes (15 points)
- scaling (national scale) (5 points)
- expertise and commitment (15 points)

A preference for projects will be applied when making final award recommendations for projects that focus on national scalability, as well as principles of Equity, Diversity, Inclusion, and Accessibility (“EDIA”) which include the appropriate [FAIR](#), [OCAP](#), and [CARE](#) Principles.

OBLIGATIONS OF SUCCESSFUL APPLICANT

Within five (5) working days of receipt of notification of award of funding, the Applicant must provide the following:

- a. Fully completed and signed Grant Agreement (refer to Appendix B – Grant Funding Agreement) with the Alliance by an authorized representative from the institution that the Applicant is affiliated with.
- b. Letter signed by the president/principal or delegate of the institution that the Applicant is affiliated with, attesting that the funding will be applied towards new or expanded activities in support of RDM and that these activities will build upon activities already being carried out by the Applicant at its institution.
- c. The Applicant agrees to participate in regularly scheduled meetings with the Alliance, both individually and as part of the national cohort, to advance Pilot objectives. Monthly meetings should be anticipated, with additional meetings held based on need.
- d. The Applicant agrees to deliver on its obligations outlined in its application during the term of the Agreement.

Reporting

- a. Financial reports: Institutions will be required to submit Financial Reports to the Alliance on a bi-annual (every six (6) months) basis. Successful projects should identify a designated point of contact that will be responsible for communications with the Alliance’s Research Funding Lead.
- b. Progress reports: The Applicant is responsible for updating the Alliance on its activities and findings on a quarterly basis, providing satisfactory evidence (in the sole opinion of the Alliance) that the second disbursement is fully justified.
- c. Indigenous Data Sovereignty: The Alliance is committed to Indigenous data sovereignty. Projects by and in collaboration with First Nations, Inuit, Métis, and other Indigenous communities, collectives, and organizations must be co-developed and approved by those involved. As appropriate, Project outputs are expected to articulate how they will address Indigenous data sovereignty.

GLOSSARY

Applicant

An individual with the primary responsibility for the overall intellectual direction of the Project-output. The Applicant is also accountable, with the host institution, for coordinating the overall financial and administrative aspects.

Data management (DM)

The documentation, storage, discovery, access, and preservation of any information that is created or collected as evidence during the research process.

Affiliated Institution

An organization eligible for the Alliance Inaugural Funding Opportunity (IFO) funding that will submit the application on behalf of the Project Team and is responsible for properly managing and disbursing to Co-Lead Organizations. The Lead Institution is also responsible for the timely submission of Financial and Progress Reports.

Project Team

Individuals from Lead or Co-Lead Institutions who will undertake the Project.

Team Leader

An individual from a Lead Institution who will act as the lead Applicant, and who will be responsible for the development of the project and adherence to the Proposal.

Project Collaborator

An organization ineligible for funding that will participate in the Project, in an advisory or any other capacity needed to support the project.

Merit Review Committee

An independent committee brought together to evaluate the work/projects of individuals in a certain field or area of expertise. It is a process designed to ensure the highest standards of excellence and impartiality in the allocation of funds to meritorious projects.

Project Outputs

Disseminations, publications, presentations, communications, activities, and their underlying data and/or code, documentation, resulting from the Project.

Research Data

The Alliance adopts CASRAI's definition of Research Data as data that are used as primary sources to support technical or scientific enquiry, research, scholarship, or artistic activity, and that are used as evidence in the research process and/or are commonly accepted in the research community as necessary to validate research findings and results. All other digital and non-digital content have the potential of becoming research data. Research data may be experimental data, observational

data, operational data, third party data, public sector data, monitoring data, processed data, or repurposed data.

Appendix A: Activities Envisioned for Data Champions under the Pilot Project

Data Champion activities envisioned as part of this Pilot include but are not limited to those listed below. Data Champion applications for funding will describe and expand upon these activities (or other Pilot-aligned activities identified by applicants), how these activities will be undertaken, achieved, measured, and reported, and how they will support the objectives of this Pilot.

Training/Mentoring

- Mentoring and actively supporting growth in RDM expertise among graduate students and early-career researchers, and others as appropriate.
- Developing and/or providing specialized, discipline-specific RDM training for researchers and/or data professionals across Canada.
- Incorporating RDM into classes, presentations, and other professional activities.
- Collaborating with librarians and other data specialists, IT professionals, research ethics professionals, and/or research offices for the purpose of training development.

Promoting/Advancing RDM

- Promoting RDM best practices and making data FAIR⁵, both by example and through outreach activities (e.g., with local, regional, and national RDM and disciplinary initiatives).
- Contributing real-world examples and narratives that illustrate and highlight the importance of RDM in research.
- Actively engaging with other Data Champions in a nascent National Community of Practice in support of RDM.
- Collaborating with librarians and other data specialists, IT professionals, research ethics professionals, and/or research offices to facilitate the advancement of RDM.

Addressing Disciplinary Challenges

- Identifying and taking steps to address RDM challenges associated with the diversity of research practices and data types within and across disciplines.
- Seeking areas of commonality and divergence in RDM practices and considering how best to address these.

Driving Culture Change

- Promoting the value of sound data management in research.
- Fostering relationships that contribute to strengthening the Canadian RDM community, leading to productive exchanges and increased adoption of sound data management practices among current and future researchers.
- Exploring, documenting, and connecting specialized disciplinary RDM approaches; identifying and leveraging synergies; supporting knowledge transfer; and building RDM capacity in Canada.

Informing Future Initiatives

- Providing insightful feedback on how the Alliance can improve, sustain, and grow the change initiated by this Pilot.
- Identifying skills, resource, and policy gaps that need to be addressed going forward.

APPENDIX B - GRANT FUNDING AGREEMENT

THIS GRANT/ AGREEMENT (this “**Agreement**”) made effective as of {{Effective Date}} (the “**Effective Date**”)

BETWEEN:

DIGITAL RESEARCH ALLIANCE OF CANADA / ALLIANCE DE RECHERCHE NUMÉRIQUE DUE CANADA

(“**ALLIANCE**”)

AND

{{**RECIPIENT NAME**}}

(the “**Recipient**”)

BACKGROUND:

- A. The Alliance is a not-for-profit corporation dedicated to fostering research in Canada through a secure and predictable digital research infrastructure; and
- B. Recipient has applied to the Alliance for funding in respect of the project described in Schedule A to this Agreement (the “**Project**”).

NOW THEREFORE in consideration of the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto covenant and agree as follows:

1. THE PROJECT

- 1.1. The Recipient agrees to carry out the Project as described in Schedule A to this Agreement and to comply with its respective responsibilities described in Schedule B to this Agreement on and in accordance with the provisions of this Agreement.

2. TERM AND TERMINATION

- 2.1. The term of this Agreement shall commence on the Effective Date and shall continue until the later of (a) the completion of the Project and (b) the completion and delivery by the Recipient of all deliverables and reports required to be delivered to the Alliance under Schedule B, unless earlier terminated in accordance with the provisions of this Agreement.

3. PAYMENT

- 3.1. To support the Recipient in carrying out the Project, the Alliance shall pay the Recipient the Amount in accordance with Schedule B and the other terms and provisions of this Agreement.

4. SCHEDULES

- 4.1. The following is a list of the schedules which are attached to, and form part of, this Agreement:
 - A. Project Description
 - B. Recipient Deliverables, Payment and Reporting Provisions
 - C. General Terms and Conditions

5. SIGNATURES

5.1. Each party confirms that the individual(s) signing this Agreement on its behalf has the authority to enter into this Agreement on behalf of that party.

5.2. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document.

SIGNED effective as of the Effective Date.

**FOR ALLIANCE: Digital Research Alliance of
Canada**

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

FOR THE RECIPIENT: {{RECIPIENT NAME}}

Signature: _____
Name: _____
Title: _____

SCHEDULE A

DATA CHAMPIONS PILOT PROJECT

Data Champions Pilot Project. The description may be identical for all recipients for certain programs, while other funding programs may necessitate customized descriptions.

SCHEDULE B

RECIPIENT DELIVERABLES, PAYMENT AND REPORTING PROVISIONS

1. Recipient Authorized Representative and Contact Information	Authorized Representative Name: [●] Address: [●] Email: [●] Tel: [●]
2. Alliance Authorized Representative and Contact Information	Authorized Representative Name: Jennifer Robitaille Address: Digital Research Alliance of Canada c/o Universities Canada 1710-350 Albert Street Ottawa, Ontario K1R 1B1 Email: Jennifer.robitaille@alliancecan.ca Tel: 613-824-0157
3. Recipient Deliverables	[●]
4. [Grant/Contribution] Amount	[●] \$50,000.00 CAD (the " Amount ")
5. Payment Terms	First (1 st) Disbursement of \$25,000 is on or before March 31, 2022. Second (2 nd) Disbursement of balance of \$50,000 is on or before March 31, 2022.
6. Recipient Reporting Requirements	[Insert description of reporting requirements, if any, including format and frequency. If desirable, the report format can be attached as an appendix.]
7. Project Specific Requirements	[Add any supplemental terms that apply to the particular project. For example, this may include project monitoring/oversight requirements, requirements for meetings between the Recipient and the Alliance, or changes to the default insurance requirements.]

SCHEDULE C

General Terms and Conditions

1. RECIPIENT OBLIGATIONS

- 1.1 The Recipient acknowledges that the total governmental assistance for the Project shall not exceed one hundred percent (100%) of the eligible Project costs. The Recipient shall inform the Alliance promptly and in writing of any further federal, provincial, or municipal assistance to be received by it for the Project no later than the day that such assistance has been received and the Alliance shall have the right to reduce the amount of the funding provided hereunder by an amount equal to any such government assistance or by the fair market value (as determined by the Alliance or its auditors) of any non-cash government assistance. The Recipient covenants that it shall not pay any portion of the amount paid by the Alliance hereunder as a contribution to a federal government institution.
- 1.2 The Recipient shall keep accurate books, statements, accounts, and records pertaining to this Agreement and the Project and will preserve all such records for a period of seven (7) years following the expiration or termination of this Agreement.
- 1.3 The Alliance, the Minister of Innovation, Science and Industry (the "Minister"), the Auditor General of Canada, and their respective auditors or nominees shall have the right to perform audits on the Project and this Agreement. The Recipient undertakes to provide all necessary access and reasonable assistance during any audit contemplated by this Agreement, including, without limitation, full and complete access to all records, data, and supporting documentation relating to the Project or this Agreement and all financial or other information deemed necessary to complete the audit and reasonable access to the Recipient's premises.
- 1.4 The Recipient consents to participating, cooperating and collaborating in any program evaluation, report, consultation or other review which the Alliance, the Minister or their respective nominees may initiate and conduct in relation to this Agreement or the Project, and consents to being contacted by the Minister in relation to success stories in connection with this Agreement or the Project.
- 1.5 Except as contemplated by Section 1.6, the Recipient shall not make any press or media announcements concerning this Agreement, nor shall it use the Alliance's name, trademarks, logos, or insignia, or any version, abbreviation or representation of them, or the name of any of its directors, officers, employees, or agents, in any advertising, publicity, promotional materials, or other public announcement in any way relating to this Agreement without the Alliance's prior written consent. The Recipient acknowledges and agrees that the Alliance may make one or more announcements or publish information on its website or in promotional materials concerning this Agreement and the Project stating the name of the Recipient, a description of the Project and the Amount without the consent of the Recipient.
- 1.6 The Recipient will in all public communications (including but not limited to web sites, publications, news releases, presentations, annual reports, on-site signage) concerning the Project or this Agreement acknowledge the financial support of the Government of Canada in a form that is in accordance with the Federal Identity Program (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.html>) where requested. The Recipient shall give reasonable prior notice to the Alliance of all proposed public announcements or ceremonies relating to the Project. Where the Minister or a representative of the Minister wishes to participate in such an announcement or ceremony, the Recipient will cooperate with the representative in respect of such announcement or ceremony.

- 1.7 The Recipient shall ensure that each individual designated by the Recipient to work on the Project shall give consent for the collection, use, and disclosure of their personal information in connection with the Project or this Agreement prior to any such collect, use, or disclosure. Such personal information may include the names, positions and contact information (business addresses, phone numbers and email addresses) for such individuals and such other information as a party determines is necessary for carrying out the Project or this Agreement.

2. RECIPIENT REPRESENTATIONS

- 2.1 The Recipient, to the best of its knowledge, represents and warrants to and covenants with the Alliance and acknowledges and confirms that the Alliance is relying on such representations, warranties and covenants in connection with the entry into this Agreement:
- a. That no more than half of the membership and Board of Directors or any similar body of the Recipient is composed of representatives or agents of the federal government;
 - b. That, where lobbyists are utilized, they shall be registered in accordance with the Lobbying Act (Canada);
 - c. That any former public servant or public office holder that derives benefit from this Agreement shall be in compliance with the “Values and Ethics Code for the Public Sector”, the “Policy on Conflict of Interest and Post-Employment” and the Conflict of Interest Act (Canada);
 - d. That the Project is not a “designated project” being carried out on “federal lands” as such terms are defined under the Canadian Environmental Assessment Act, 2012; and
 - e. That the Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees, and legal requirements and regulations relating to environmental protection, including the Canadian Environmental Assessment Act, 2012, and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial or municipal bodies.

3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 3.1. The parties acknowledge and agree that intellectual property (“IP”) developed by either party or arising from the activities undertaken by either party may be subject to terms and conditions derived from funding regulations or contracts applicable to such research projects or activities. The parties, therefore, agree that the following provisions shall be subject to the terms and conditions resulting from said contracts or regulations that may be applicable to each specific activity.
- a. The parties acknowledge and agree that IP developed by the Recipient will be owned by the Recipient and treated in accordance with the Recipient’s internal policies.
 - b. The parties acknowledge and agree that IP developed by the Alliance will be owned by the Alliance and treated in accordance with the Alliance’s internal policies.
 - c. Unless otherwise agreed between the parties, IP generated jointly by both parties shall be jointly owned and, in such circumstances, the parties shall agree in writing on the allocation and terms of exercise of their joint ownership as well as on possible protection measures of such IP.
 - d. No right or license is granted hereunder to a party in respect of the IP of the other party.
- 3.2 Each party (the “**Receiving Party**”) agrees that it is responsible for maintaining confidentiality of any information provided by the other party (“**Disclosing Party**”) that is designated in writing as confidential or that the Receiving Party reasonably should have known under the circumstances was confidential, provided that this obligation will not apply to (a) information which is publicly available at the time of disclosure or subsequently becomes publicly available through no act of the Receiving Party; (b) information which is disclosed to the Receiving Party by a third party which did not disclose it in violation of a duty of confidentiality; (c) information which was known to the

Receiving Party before such information was provided to them or their representatives by or on behalf of Disclosing Party; (d) information which was developed by an employee, agent or contractor of the Receiving Party independent of (and without any knowledge of) any information disclosed to the Receiving Party or any of or its representatives by or on behalf of the Disclosing Party; (e) disclosures which are required to be made by the Receiving Party under legal process by subpoena or other court order or other applicable laws or regulations (provided that the Receiving Party makes reasonable efforts to provide copies of such information to or informs the Disclosing Party before or at the time of disclosure or as soon as possible thereafter); (f) information disclosed to the Minister in accordance with, and subject to, one or more agreements between the Minister and the Alliance; or (g) information permitted to be disclosed under Section 1.5 of this Schedule C.

4. **INSURANCE AND LIABILITY**

- 4.1 Insurance. Unless otherwise stated in Schedule B, the Recipient will maintain during the term of this Agreement commercially reasonable insurance with respect to its activities relating to the Project.
- 4.2 Indemnification of the Alliance. The Recipient will indemnify and hold harmless the Alliance, the Minister, the Federal Government of Canada and their respective employees, officers, directors and representatives (collectively, the "**Indemnified Parties**") against any and all loss, cost (including legal fees on a solicitor-client basis and court costs), damage, injury, liability, claim, penalty, fine, interest or cause of action to the extent arising from the acts or omissions of the Recipient or its employees, officers, directors or representatives in the course of the performance of this Agreement or the Project.
- 4.3 Limitation of Liability.
- a. To the greatest extent permitted by applicable law, the Indemnified Parties shall not be responsible or liable to the Recipient, or to anyone claiming by, through or under the Recipient, or to any third party, for any loss, cost (including legal fees or court costs), damage, injury, liability, claim, penalty, fine, interest or cause of action arising out of this Agreement or the Project, and, in any event, the Indemnified Parties' liability under or in relation to this Agreement or the Project will not exceed the Amount to be advanced by the Alliance to the Recipient under this Agreement.
 - b. In no event will the Alliance be liable to the Recipient for any indirect or consequential loss or damage, loss of actual or anticipated profit, interest or revenue, or anticipated savings or business, or damage to goodwill or brand equity, even if the Alliance is advised in advance of the possibility of any such losses or damages.

5. **TERMINATION**

- 5.1 The Alliance may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the Recipient if the Recipient commits a material breach of any of its obligations under this Agreement and, in the case of a remediable breach, fails to remedy it within thirty (30) days of receipt of notice from the Alliance specifying the breach and requiring it to be remedied.
- 5.2 Either party may terminate this Agreement without notice to the other party if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, dissolution, or assignment for the benefit of creditors.
- 5.3 Sections 1, 3, 4, 5, and 6.3 through 6.14 of this Schedule C and all other provisions of this Agreement which are either expressed to survive its termination or, from their nature or context, it is contemplated that they are to survive termination, will remain in full force and effect notwithstanding expiration or termination of this Agreement. Notwithstanding any termination of this Agreement, the

Recipient shall remain responsible for the completion and delivery to the Alliance of all deliverables and reports which were completed or were due, or relate to a period ending, prior to such termination.

6. GENERAL PROVISIONS

- 6.1. Force Majeure. Neither party shall be held responsible to the other party for any default or delay in the execution of its obligations caused by circumstances beyond its control. Without limiting the generality of the foregoing, natural disasters, epidemics, pandemics (including the 2020 novel coronavirus (COVID-19) pandemic and any reoccurrence or resurgence thereof), strikes, fires, war and insurrections and actions of government or regulatory bodies, which prevent a party from performing under the Agreement shall be deemed to constitute force majeure, provided however that the party that is excused from performance takes all commercially reasonable measures necessary to prevent, control or limit the effect of the force majeure so that performance may resume as soon as possible.
- 6.2. Notices. All notices, reports, requests, consents and other communications between the parties pertaining to matters related to this Agreement shall be in writing, shall specifically refer to this Agreement and shall be deemed duly received when actually received by mail or personal delivery, mailed by registered or certified mail to the receiving party or when transmitted by email, at the address set out in Schedule B or to such other address which may later be designated by written notice from either party.
- 6.3. No Waiver. No waiver or failure by either party to enforce their right or insist on strict performance of this Agreement shall be deemed to prevent the parties from subsequently enforcing their rights or insist on strict performance under the Agreement. No waiver or failure to strictly enforce rights shall affect the validity of this Agreement.
- 6.4. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 6.5. Independent Contractor. For the purpose of this Agreement, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party.
- 6.6. Not an Agent. In no event will the Alliance be acting as an agent of the Crown (including, without limitation, the Minister or the Federal Government of Canada) for the purpose of this Agreement.
- 6.7. Assignment. The Recipient may not assign this Agreement without the prior written consent of the Alliance, such consent shall not be unreasonably withheld.
- 6.8. Headings. The headings contained in this Agreement are for convenience and reference only and shall not define or limit the scope, or affect the interpretation, of its provisions.
- 6.9. Entire Agreement. This Agreement, together with the Schedules, constitutes the entire agreement and understanding between the Alliance and the Recipient with respect to the Project, and supersedes all prior and contemporaneous understandings and agreements with respect to the subject matter. Any modification to this Agreement must be agreed to in writing signed by authorized representatives of the Alliance and the Recipient.
- 6.10. Internal Conflict. If the provisions of this Agreement conflict with the provisions of any Schedule, the conflict will be resolved in the following order of precedence: this Agreement, Schedule C, Schedule B, and Schedule A.

- 6.11. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.
- 6.12. Currency. All monies referred to in this Agreement are expressed in Canadian dollars, unless otherwise stated.
- 6.13. Language. Les parties ont requis que cette entente soit rédigée en anglais. The parties have requested that this Agreement be drafted in English.
- 6.14. Governing Law. This Agreement shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any disputes concerning this Agreement.