

ORGANIZATION CYBERSECURITY COLLABORATION AGREEMENT

THIS AGREEMENT is made as of the ____ day of ____ 20__.

BETWEEN:

CANARIE Inc., a corporation without share capital incorporated under the laws of Canada (hereinafter referred to as “CANARIE”)

AND:

«**Legal_Name**», a OR an «**Organization_type**» incorporated under the laws of «**Country_or_Province**» (hereinafter referred to as “**Organization**”)

WHEREAS CANARIE has received funding from the Government of Canada via Innovation, Science and Economic Development Canada to implement certain cybersecurity projects and initiatives, which funding was provided pursuant to the Contribution Agreement;

AND WHEREAS CANARIE and its NREN Partners support alignment towards a national cybersecurity strategy for Canada’s Research and Education community by supporting the strategic objective of encouraging engagement, participation, and collaboration in national cybersecurity projects and initiatives;

AND WHEREAS Organization wishes to collaborate and participate in such projects and initiatives and benefit from CANARIE’s funding and support of those initiatives;

AND WHEREAS the Parties wish to enter into this Agreement to set-out their respective rights and obligations in respect of the implementation of the projects and initiatives further described herein;

NOW THEREFORE in consideration of the funding and support of initiatives provided for herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

1. CONTACT PERSON

- a. The CANARIE Contact Person for the purposes of this Agreement is:

Ms. Nancy Carter
Title: Chief Financial Officer
45 O’Connor Street, Suite 1150
Ottawa, ON
K1P 1A4

Tel: 1-613-943-5454
Email: nancy.carter@canarie.ca

- b. The Organization Contact Person for the purposes of this Agreement is:

«Contact_Person»

Title: «PM_Title»
«Address»
«City»«Province»,
«Postal_Code»
Tel: «PM_phone»
Email: «PM_Email»

- c. The authorized signing authority for Organization for the purposes of this Agreement (the “Signing Authority”) is:

«Signing_Authority»

Title: «SA_Title»
«SA_Address»
«City»«Province»,
«SA_Postal_Code»
Tel: «SA_Telephone»
Email: «SA_Email»

2. INTERPRETATION

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions will have the following meanings and the following rules of interpretation shall apply. Certain other capitalized terms and expressions are defined elsewhere in this Agreement.

- a. “Agreement,” “hereto,” “herein,” “hereof,” “hereunder,” and similar expressions refer to this Agreement and not to any particular section or any particular portion of this Agreement and includes all schedules attached to this Agreement.
- b. “Canada” means the government of Canada and includes the Ministry.
- c. “CANARIE Network” means the advanced research and educational network developed and operated by CANARIE in collaboration with regional research and education networks.
- d. “Completion Date” means March 31, 2024.
- e. “Contribution Agreement” means the Contribution Agreement between

CANARIE and Her Majesty the Queen in right of Canada, as represented by the Minister of Science dated July 6th, 2019.

- f. “Cybersecurity Initiatives Program” means the program delivered by CANARIE to support and fund initiatives that will enhance cybersecurity capabilities within the Research and Education community.
- g. “Funding” means support of the initiatives that are provided to Organization by CANARIE hereunder.
- h. “Initiative Partners” means the organizations that will support and/or provide the cybersecurity initiatives and projects that are funded as part of the Cybersecurity Initiatives Program.
- i. “Intellectual Property” means all documents, deliverables work products, inventions, improvements, modifications, discoveries, designs, formulae, methods, processes and all patents and patent applications created by a Party or Parties.
- j. “Minister” shall mean the Minister of Science (Canada) or such successor minister responsible for the administration of the Contribution Agreement and “Ministry” means the Innovation, Science and Economic Development Canada or such successor ministry responsible for the administration of the Contribution Agreement.
- k. “NREN Partners” means the thirteen provincial and territorial organizations who, with CANARIE, form Canada’s National Research and Education Network (NREN).
- l. “Parties” means CANARIE and the Organization, and Party means either of them, as the context permits or requires.
- m. “Project” collectively means the project described in Section 3 of this Agreement;
- n. It is the desire of the parties hereto that this Agreement be accorded a liberal interpretation consistent with its declared intent and purpose.
- o. This Agreement shall be read with all changes in gender or number as required by the context. The division of this Agreement into articles, sections and subsections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

3. THE PROJECT

- a. CANARIE will facilitate delivery of cybersecurity-related projects and initiatives to

Organization. Those initiatives, including onboarding and training, are funded in whole or in part by CANARIE.

- b. CANARIE will fund Initiative Partners to support projects and initiatives.
- c. Organization will, at its discretion, select initiative(s), and for each selected initiative undertake the following, where necessary, to participate:
 - i. Apply for, and participate in, initiative to support cybersecurity of the Organization.
 - ii. Execute additional agreement(s) for each initiative, where required.
 - iii. Participate in onboarding and training delivered by Initiative Partners.
 - iv. Participate in community collaboration related to the initiative, including online tools such as Slack.
- d. Organization will identify an IT lead to undertake IT requirements specific to each initiative (support is available from the Initiative Partners where required).
- e. Organization will provide feedback on potential emerging initiatives.
- f. Organization will provide a final report for each initiative that the Organization has participated in, using a template provided by CANARIE.

4. CANADIAN GOVERNMENT ASSISTANCE

The Parties acknowledge and agree that the Funding for the Project hereunder was provided to CANARIE by the Government of Canada pursuant to the Contribution Agreement.

5. TERM OF AGREEMENT

The term of this Agreement (the “Term”) shall be from **the date first above written** until **March 31, 2024** (the “Completion Date”), unless terminated earlier in accordance with the provisions hereof. For further certainty, any reporting obligations of the Organization and any audit rights of CANARIE set-out in this Agreement shall survive the Completion Date and remain in effect as set-out herein.

6. INTELLECTUAL PROPERTY

CANARIE makes no claims to the right, title, and interest in and to any Intellectual Property which may be created, generated, or produced in connection with or as a result of the performance of the Project by the Organization.

7. PUBLIC COMMUNICATIONS

- a. Organization will not issue any release or publicity concerning this Agreement or its subject matter except with prior written approval of CANARIE, which consent will not be unreasonably withheld.

- b. The Parties agree that all materials produced by Organization with respect to the Project shall: (i) reference Canada's contribution of funding pursuant to the Contribution Agreement, in a manner acceptable to CANARIE in its sole discretion; and (ii) shall be made in both official languages unless otherwise agreed by the Parties.

8. CONFIDENTIALITY

From time to time during the term of this Agreement, the Parties may reveal to each other information which they consider proprietary or confidential (the "Confidential Information"). The Parties shall hold the Confidential Information in confidence, protect the Confidential Information and disclose it only to the employees, officers, and directors with a need to know such Confidential Information. Information (a) generally available to the public; (b) already in the possession of the Parties without restriction; (c) received from a third party without obligation of confidentiality; or, (d) developed independently by one Party without reference to the other Party's Confidential Information, shall not be considered Confidential Information for the purposes of this Agreement. For further certainty: (a) any information provided to CANARIE by Organization in respect of the Project is not Confidential Information for the purposes of this Agreement and Organization acknowledges and agrees that CANARIE is bound to share information in respect of the Project with Canada, which has no obligation to keep such information confidential and may choose to table such information in Parliament or include same in publicly available materials; and (b) Data is Confidential Information for the purposes of this Agreement.

9. CONFLICT OF INTEREST

The Organization covenants and agrees that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. STATUS OF PARTIES

- a. The Parties declare that nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.
- b. The Parties recognize that this Agreement does not in any way restrict either Party hereto from any undertaking outside the scope of this Agreement, either jointly or independently.

11. REPRESENTATIONS AND WARRANTIES

The Organization represents and warrants as follows to CANARIE and acknowledges and confirms that CANARIE is relying on such representations and warranties in connection with the entry into this Agreement by CANARIE:

- a. The Organization is a corporation, educational organization, or research institute (other than one for which an appropriation is made by the federal government) duly incorporated and organized and validly subsisting and not in default under

the laws of Canada or any province therein and which carries on business in Canada;

- b. The Organization is financially viable; and
- c. The Signing Authority identified in Section 1 of this Agreement has the power and authority to execute this Agreement on behalf of Organization.

12. EVALUATION REQUIREMENTS

The Organization shall participate in any program evaluation of CANARIE. Such participation shall include making information and records available to the evaluators.

13. INDEMNIFICATION

The Organization hereby agrees to indemnify and save harmless CANARIE against any and all damages or claims for damages of any nature whatsoever arising out of or in relation to or in any way connected with the performance of this Agreement by the Organization.

14. TERMINATION FOR DEFAULT

- a. Either Party may terminate this Agreement at any time for default.
- b. The following constitute events of default:
 - i. Either Party becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - ii. An order is made or resolution passed for the winding up of either Party or either Party is dissolved;
 - iii. Organization has submitted false or misleading information or has made misrepresentations to CANARIE;
 - iv. The Organization is unable or appears unable to complete the Project in accordance with the requirements of this Agreement;
 - v. The Organization makes a false or misleading statement concerning assistance by CANARIE in a prospectus or other document; and
 - vi. Either Party has not met or satisfied a term or condition in this Agreement.
- c. If an event of default as set out in Section 14(b) has occurred, or in the opinion of either Party is likely to occur, and the Party in default has not cured any such default within fifteen (15) days of receipt of a written notice of same, the non-breaching Party may terminate this Agreement without notice or penalty.

15. TERMINATION WITHOUT DEFAULT

- a. Either Party may immediately terminate this Agreement on written notice to the other Party in the event of any substantial amendment to, or the cancellation of,

the Contribution Agreement.

- b. CANARIE may terminate this Agreement at any time prior to the Completion Date by giving ninety (90) days written notice of termination. Such notice may be given at any time for any reason, with or without cause.

16. FUNDING CONDITIONAL

The Parties acknowledge and agree that the Funding in respect of the Project is conditional on the receipt by CANARIE of funding from Canada in support of same. In the event Canada reduces funding or terminates the Contribution Agreement, CANARIE shall be entitled to either reduce the Funding being provided for the Project hereunder or terminate this Agreement without notice or penalty.

17. NOTICES

- a. Any notice or other written communication required or permitted hereunder shall be in writing and:
 - i. Delivered personally to the Party or, if the Party is a corporation, an officer of the Party to whom it is directed; or
 - ii. Sent by registered mail, postage prepaid, return receipt requested (provided that such notice or other written communication shall not be forwarded by mail if on the date of mailing there exists an actual or imminent postal service disruption in the city from which such communication is to be mailed or in which the address of the recipient is found); or
 - iii. Sent by electronic mail.
- b. Any such notice or other written communication shall, if mailed as aforesaid be effective eight (8) calendar days from the date of posting; if given by e-mail, shall be effective on the first business day after it is delivered; if given by personal delivery shall be effective on the day of delivery.
- c. Either Party may at any time change its address by giving notice of such change of address to the other Party in the manner specified in this paragraph.

18. FURTHER ASSURANCES

The Parties hereto shall do all further acts and things and execute all further documents reasonably required in the circumstances to effect the provisions and intent of this Agreement.

19. PROPER LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

21. CURRENCY

All sums of money referred to in this Agreement are expressed in Canadian Dollars unless otherwise stated.

22. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall constitute one and the same instrument.

23. AMENDMENT

This Agreement may be altered, amended, or annulled at any time by the mutual consent in writing of the parties hereto.

24. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.

25. WAIVERS

No amendment, waiver, or termination of this Agreement will be binding unless executed in writing by the parties to be bound hereby. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless expressly provided.

26. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

27. ENTIRE AGREEMENT

This Agreement together with the Schedules attached hereto attached hereto constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, and discussions, whether oral or written, and there are no other warranties, agreements, or representations between the Parties except as expressly set forth herein.

28. DISPUTE RESOLUTION

The Parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of any and all disputes that may arise pursuant to this Agreement.

[signature page follows immediately]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto.

SIGNED, SEALED AND DELIVERED

CANARIE Inc.

Date: _____

By: _____
Jim Ghabane, President and CEO

«Legal_Name»

Date: _____

By: _____
«Signing_Authority», «SA_Title»

SAMPLE