



Networks of Centres
of Excellence
Réseaux de centres
d'excellence

Annex B - Memorandum of Understanding (MOU)

Funds in Trust NCE Award Fiscal Year 200X

AMONG

THE: Natural Sciences and Engineering Research Council (NSERC)
Hereafter referred to as the Agency

AND «University Name»
Hereafter referred to as the Network Host Institution

WHEREAS the Network «Network name» was selected to be funded under the Networks of Centres of Excellence Program;

WHEREAS the Agency has agreed to an initial NCE grant of \$200 000, for the fiscal year 200X-200Y, for «XXXXXX»;

WHEREAS the Network Host Institution has agreed to hold the NCE funds in trust pending execution of a Funding Agreement;

WHEREAS these funds are administered by the Scientific Director of «Network», Dr. «First and Last Name», «University Name».

NOW THEREFORE IN CONSIDERATION of the premises and of the mutual covenants herein set forth, the parties hereto have covenanted and agreed as follows:

1. The initial NCE grant for fiscal year 200X-200Y will be released to the Network Host Institution in trust. The Network Host Institution shall not release any NCE funds, except as outlined under clause 2, until:
 - a) the Network's interim Board of Directors is approved by the NCE Steering Committee;
 - b) the Funding Agreement, which must be in accordance with the Standard NCE Funding Agreement, is signed by the federal funding agencies, the Network Host

Institution and the Network;

- c) the Network Agreement, which must be in accordance with the Standard NCE Network Agreement, is signed by a three-quarters majority of institutions involved in the Network, including the Network Host Institution;
 - d) a Network Manager or an acting Network Manager with senior administrative experience is hired as a full-time employee designated to «Insert Name»'s Network Administration Centre; and
 - e) a Research Management Committee that meets the NCE Program Guidelines of the NCE Directorate is established.
2. The Scientific Director may draw up to \$200,000 of the NCE 200X-200Y award to cover the initial expenses of the Network Administrative Centre located at the Network Host Institution. The expenses that are eligible are set out in the most recent versions of the "Networks of Centres of Excellence Program Guide" and the funding agencies guide entitled "Eligibility of Expenses".
 3. Non-compliance with the aforementioned guides can result in termination of the Network grant. Furthermore, any funds expended for ineligible expenses shall automatically become a debt due and payable to the Agency.

NETWORK HOST INSTITUTION

4. The Network Host Institution agrees to:
 - 4.1 provide the «Insert Name» Network Administrative Centre with suitable accommodation, as well as access to appropriate computer, communications and financial administration systems needed to serve as the administrative secretariat of the Network.
 - 4.2 provide suitable support to assist the Scientific Director in carrying out his Network responsibilities; and
 - 4.3 provide ongoing accounting and annual financial reporting for the NCE funds provided by the Agency and all contributions to «Name of Network» from other sources, as required by the NCE Program.

EFFECTIVE DATE

5. This MOU will come into force upon signature by the parties.

TERM

6. This MOU will remain in effect until «date», at which time it is expected that the Funding Agreement and Network Agreements will be in effect.

FINANCIAL PENALTIES

7. In the event that the aforementioned agreements are not in effect by «date» the Agency reserves the right to reduce the annual NCE awards to «Name of Network» on a pro-rata basis.

FOR THE NETWORK HOST INSTITUTION AND THE NETWORK:

Signed for and on behalf of «University Name» by its duly authorized officer:

President «or designate»

Date: _____

Signed by the Network Scientific Director:

«First and Last Name»

Date: _____

FOR NSERC:

Signed for and on behalf of the Natural Sciences and Engineering Research Council (NSERC) by its duly authorized officer:

Tom Brzustowski, President

Date: _____