

Canadian Foundation for Governance Research Robert Bertram Doctoral Research Awards Research Funding Agreement

THIS AGREEMENT made the **XX** day of **XX, XX**

BETWEEN: Canadian Foundation for Governance Research
(hereinafter referred to as “CFGR”)

AND

XX
(hereinafter referred to as the “Administering Institution”)

(hereinafter referred to collectively as the “Parties”)

RECITALS

WHEREAS the Canadian Foundation for Governance Research has created the Robert Bertram Doctoral Research Awards program to support the research of the country’s most promising doctoral students at universities across Canada who are studying corporate governance issues and to build Canada’s corporate governance research capacity by encouraging the next generation of young scholars;

AND WHEREAS an Affiliated Doctoral Student at the Administering Institution has submitted a grant proposal, appended hereto as Schedule “A”, to the Robert Bertram Doctoral Research Awards program for funding assistance to conduct a research project on **XX**;

AND WHEREAS CFGR is prepared to provide financial assistance to the Administering Institution in the form of a Grant to assist the Administering Institution and Affiliated Doctoral Student to deliver the Project, subject to the terms and conditions in this Agreement;

AND WHEREAS CFGR and the Administering Institution wish to set out in this Agreement their respective rights and obligations concerning the Grant of funds from CFGR;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Grant, CFGR and the Administering Institution agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions:

The following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

- (a) “Administering Institution” means the university at which the Affiliated Doctoral Student is enrolled and which will be responsible for the administration of the Grant;
- (b) “Agreement” means this agreement and all of the Schedules hereto and all amendments made hereto in accordance with the provisions hereof;
- (c) “Affiliated Doctoral Student” means the principal researcher at the Administering Institution who submitted a proposal and will undertake the Project described in Schedule “A” hereto;
- (d) “Disbursement” means any advance of funds by CFGR to the Administering Institution on account of the Grant;
- (e) “Doctoral Advisor” means the researcher and faculty member from a recognized Canadian university who will oversee the academic work of the Affiliated Doctoral Student;
- (f) “Effective Date” means the date first set out above;
- (g) “Eligible Project Expenditures” means those costs described in Schedule “C” hereto which are incurred by the Administering Institution to undertake the Project and may be reimbursed from the Grant funds;
- (h) “Grant” means the financial assistance to the Administering Institution up to a maximum total amount as set out in Article 4.1 hereto to be disbursed by and repaid to CFGR in the manner provided in this Agreement;
- (i) “Material Change” includes but is not limited to a change of circumstances respecting the Project that could reasonably be expected to influence CFGR’s decision whether to make or reduce a Disbursement and/or pursue any of its remedies;
- (j) “Project Deliverables” means the key Project tasks, timelines, and reports described in Schedule “B” hereto;
- (k) “Project” means the research project described in Schedule “A” hereto;

- (l) “Request for Disbursement” means a request for Grant funds in the form described in Article 5.1 hereto;
- (m) “Term” means the period commencing on the Effective Date and ending January 15th XX.
- 1.2 The division of this Agreement into articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.
- 1.4 The words “herein”, “hereof” and “hereto” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision of this Agreement.
- 1.5 Any reference in this Agreement to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- 1.6 All references to Schedules refer to Schedules attached to this Agreement which are part of and form an integral part of this Agreement. The Schedules to this Agreement are:
- Schedule “A” Affiliated Doctoral Student’s Application, Budget, and References
 - Schedule “B” Project Deliverables
 - Schedule “C” Eligible Project Expenditures
 - Schedule “D” CFGR Conflict of Interest Policy
 - Schedule “E” CFGR Research Integrity Policy

ARTICLE 2 – THE PROJECT

- 2.1 CFGR agrees subject to the provisions of this Agreement, to provide financial assistance in the form of a Grant to assist the Administering Institution to carry out the Project.
- 2.2 The Administering Institution shall implement and carry out the Project substantially in accordance with the Affiliated Doctoral Student’s application and project budget and the Project Deliverables as described in Schedules “A” and “B” hereto.
- 2.3 The Administering Institution shall expend the Grant only on Eligible Project Expenditures. The Eligible Project Expenditures, which are eligible for

- reimbursement from the Grant are more particularly described in Schedule “C” hereto.
- 2.4 The Administering Institution shall commence the Project on September 1st XX and shall complete the Project on or before August 31st XX.
 - 2.5 The Administering Institution shall use the Grant solely for the purposes of Eligible Project Expenditures and no Material Change shall be made to the Project without the prior written consent of CFGR.
 - 2.6 The Administering Institution shall ensure that during the Term all subcontracts, including consultant contracts, for work and services and for the purchase of goods related to the Project achieve best value for money spent and are obtained through the Administering Institution’s procurement policies.

ARTICLE 3 – REPRESENTATIONS AND WARRANTIES

- 3.1 The Administering Institution represents, covenants and warrants to and in favour of CFGR:
 - (a) The Administering Institution is a corporate body validly existing in good standing under the laws of Canada and the Province of XX and is responsible for the Project. The execution, delivery and performance of this Agreement has been duly and validly authorized by the necessary corporate actions of the Administering Institution and when executed and delivered by the Administering Institution constitutes a legal, valid and binding obligation of the Administering Institution enforceable in accordance with the terms hereof;
 - (b) During the Term, the Administering Institution shall be in substantial compliance with all applicable laws, regulations and orders and duly observe all requirements of governmental authorities, and all statutes and regulations, which could affect the performance of the Agreement and the Project;
 - (c) The Administering Institution has policies regarding conflicts of interest and research integrity which are substantially in accordance with, or more stringent than those contained in Schedules “D” and “E” hereto, and that the Administering Institution’s policies are fully applicable to the Project and will be fully enforced except where CFGR otherwise consents;
 - (d) The description of the Project is accurately described in Schedule “A” hereto;
 - (e) The information supplied to CFGR in support of the application by the Administering Institution and the Affiliated Doctoral Student for the Grant is true and accurate and the Administering Institution recognizes that CFGR has relied

upon the truth, authenticity and accuracy of the information in authorizing the Grant;

- (f) The Administering Institution will meet all Project Deliverables as described in Schedule “B” hereto;
- (g) The Administering Institution will use the proceeds of the Grant exclusively for Eligible Project Expenditures as described in Schedule “C” hereto and for no other purposes;
- (h) The Administering Institution shall not sell, lease or otherwise dispose of the equipment or fixtures, or any of the items forming a part of the Project, as described in Schedule “A” hereto, during the Term of this Agreement without the prior written consent of CFGR;
- (i) The Administering Institution will forthwith notify CFGR of any Material Change that would adversely or otherwise affect the ability of the Administering Institution to fulfill its obligations under this Agreement or the carrying out of the Project or performance and/or attainment of the Project Deliverables within the project budget as described in Schedules “A” and “B” hereto;
- (j) The Administering Institution, unless otherwise advised beforehand by CFGR, will acknowledge and credit CFGR's financial contribution to the Project in all of its communications, advertising and promotional material related to the Project of whatever nature or kind provided that the aforementioned material indicates that the opinions, results and conclusions are those of the authors and that no endorsement by CFGR is intended or inferred; and in the case of a media event, the Administering Institution shall work with CFGR to define a role for a CFGR spokesperson and include a CFGR press release and background material in the press kit;

3.2 The Administering Institution warrants to CFGR that as of the Effective Date, to the best of the Administering Institution’s information, knowledge and belief, after searching its own records but without conducting any searches of public registries:

- (a) The Administering Institution or those under its control have all necessary rights to the intellectual property provided by the Administering Institution that are required for the performance of the Administering Institution’s tasks and obligations as described in Schedules “A” and “B” hereto and the completion of the Project. For the purposes of this section, the Administering Institution is deemed to have “control” of the Affiliated Doctoral Student;
- (b) The Administering Institution has not received any notice, claim or threat of any claim that it is infringing the intellectual property rights of third parties in

respect of the Project and the performance of the Project Deliverables as described in Schedules “A” and “B” hereto;

(c) The Administering Institution has not and will not, during the Term of the Agreement, dispose of, license or otherwise encumber the intellectual property rights referred to in subparagraph (a) in such a way that the Administering Institution knowingly compromises such intellectual property rights required for the Administering Institution’s completion of the Project.

3.3 Except as disclosed to CFGR in writing, the Administering Institution represents and warrants that:

(a) As of the Effective Date, it has no knowledge of litigation that is outstanding or pending or threatened against the Administering Institution which, if successful, would have a materially adverse effect on the continuing business of the Administering Institution with respect to its ability to perform its obligations pursuant to this Agreement, including the financial obligations of the Administering Institution. The Administering Institution agrees that if it receives notice that any such litigation is commenced or threatened against the Administering Institution during the Term of this Agreement, it will immediately notify CFGR, and CFGR may at its option and discretion suspend any further Disbursement of Grant funds pursuant to this Agreement pending the final resolution of the litigation, or receipt by CFGR of information and evidence that is satisfactory to CFGR that the litigation will not materially affect the Administering Institution’s ability and financial resources to complete the Project and to fully carry out its duties and obligations pursuant to this Agreement.

(b) As of the Effective Date, it has no knowledge of litigation or disciplinary action that is outstanding or pending or threatened against the Affiliated Doctoral Student which, if successful, would have a materially adverse effect on the ability of the Administering Institution to perform its obligations pursuant to this Agreement, including the financial obligations of the Administering Institution. The Administering Institution agrees that if it receives notice that any such litigation or disciplinary action is commenced or threatened against the Affiliated Doctoral Student during the Term of this Agreement, it will immediately notify CFGR, and CFGR may at its option and discretion suspend any further Disbursement of Grant funds pursuant to this Agreement pending the final resolution of the litigation or disciplinary action, or receipt by CFGR of information and evidence that is satisfactory to CFGR that the litigation or disciplinary action will not materially affect the Administering Institution’s ability and financial resources to complete the Project and to fully carry out its duties and obligations pursuant to this Agreement.

ARTICLE 4 – THE GRANT

- 4.1 The total projected costs and expenses for the Project as set out in the Affiliated Doctoral Student's project budget are anticipated to be \$XX. Subject to and in accordance with all the terms and conditions of this Agreement and in reliance on the representations and warranties in Article 3 hereof, CFGR agrees to provide the Administering Institution with a Grant up to a maximum total amount of \$XX to assist the Administering Institution to carry out the Project.
- 4.2 In no event shall CFGR be responsible to pay the Administering Institution any amount in excess of the Grant if the Grant is insufficient to cover the purpose of the Grant or the Administering Institution's eligible expenses.
- 4.3 Disbursements on account of the Grant shall be subject to and conditional upon prior completion, to the satisfaction of CFGR, of the terms and conditions described in Article 5.1 hereof.
- 4.4 The Administering Institution agrees that any portion of the Grant that has not been used to pay for Eligible Project Expenditures by the end date of the Term shall be repaid to CFGR on demand.

ARTICLE 5 – TERMS AND CONDITIONS OF DISBURSEMENT

- 5.1 Disbursement of the Grant by CFGR to the Administering Institution on account of the Grant shall be made as a lump sum in the amount of \$XX on or before September 1st XX subject to and conditional upon satisfaction of the following conditions:
 - (a) Execution of this Agreement by the Parties;
 - (b) The Administering Institution shall submit to CFGR a written Request for Disbursement certified by an officer of the Administering Institution or such individual duly authorized by the Administering Institution to bind the Administering Institution which shall contain the amount requested, provide the legal name of the Administering Institution to which the Disbursement cheque will be made payable, and any reference number or identifying information assigned by the Administering Institution to identify the Grant and/or Project which should be noted by the CFGR upon the Disbursement cheque;
 - (c) The Administering Institution shall submit to the CFGR a written biography of the Affiliated Doctoral Student not to exceed 150 words which may be used in whole or in part by the CFGR in communications materials;
 - (d) The Administering Institution shall submit to the CFGR a written description of the Project using lay terminology not to exceed 250 words that shall include how the Project intends to advance corporate governance knowledge in Canada which may be used in whole or in part by the CFGR in communications materials; and

(e) The Administering Institution shall submit to the CFGR an electronic photograph of the Affiliated Doctoral Student in a form satisfactory to the CFGR which may be used by the CFGR in communications materials.

ARTICLE 6 – INTELLECTUAL PROPERTY AND PUBLICATION

- 6.1 The Parties agree that CFGR shall not acquire any title or ownership rights, including copyright, in the intellectual property developed or created by the Administering Institution or Affiliated Doctoral Student pursuant to this Agreement. Ownership of the intellectual property developed pursuant to or resulting from the Project shall be with the Affiliated Doctoral Student, or the Administering Institution or as determined by them in accordance with the Administering Institution’s intellectual property policy, which shall be provided to CFGR if requested.
- 6.2 The Administering Institution grants to CFGR a non-exclusive, irrevocable, royalty-free license to use the Project Deliverables for its own purposes.
- 6.3 The Parties agree that CFGR shall acquire the right to publish the Project Deliverables as described in Schedule “B” prior to any publication by the Administering Institution or Affiliated Doctoral Student. Such a delay in the right to publish by the Administering Institution or Affiliated Doctoral Student shall not exceed three (3) months from the due date of the Final Financial Report as described in Schedule “B” hereto and shall not apply to the publication of the Affiliated Doctoral Student’s thesis.

ARTICLE 7 – REPORTING AND MONITORING

- 7.1 The Administering Institution must maintain reasonable, up-to-date and accurate records relating to the Grant and the Project to verify its compliance with this Agreement.
- 7.2 The Administering Institution shall keep and maintain all records, invoices and other documents relating to the Grant funds in a manner consistent with generally accepted accounting principles and administrative practices, and shall maintain such records and keep them available for review by CFGR and its agents during the Term and for a period of seven (7) years thereafter. The Administering Institution authorizes CFGR and its agents, upon forty-eight (48) hours’ notice or such other time as agreed upon by the parties and during normal business hours, to visit the Administering Institution’s premises to review the progress of the Project and to inspect and copy any records, invoices and documents in the possession or under the control of the Administering Institution relating to the Project and the Grant funds. CFGR’s right of inspection includes the right to perform a full or partial audit. To assist CFGR in the tasks described in this

section, the Administering Institution shall provide any other information to CFGR reasonably requested by CFGR.

- 7.3 The Administering Institution shall provide to CFGR the reports described in Schedule “B” hereto.

ARTICLE 8 – TERM AND TERMINATION

8.1 Term

This Agreement shall take effect on the Effective Date and continue in effect for the Term.

8.2 Events of Default

Each of the following events constitutes an Event of Default under this Agreement:

- (a) The Administering Institution fails to observe or perform a term, condition, obligation, or covenant in the Agreement and such failure continues for a period of 30 (thirty) days after receipt by the Administering Institution of written notice by CFGR of such failure;
- (b) The Administering Institution or the Affiliated Doctoral Student abandons the Project in whole or in part, or ceases to actively cause the Project to be completed in a timely manner;
- (c) The Affiliated Doctoral Student ceases for any reason to be enrolled at the Administering Institution during the Term of this Agreement;
- (d) The Administering Institution knowingly makes or has made a material misrepresentation in this Agreement or of a material fact relevant to this Agreement, or in its application to CFGR for the Grant;
- (e) If any portion of the Grant is used for any purpose other than those permitted by this Agreement;
- (f) The Administering Institution becomes insolvent, bankrupt, or a receiver or manager, court appointed or otherwise, is appointed for its assets; or
- (g) An order is made or a resolution is passed or proceedings commenced for the winding up, liquidation, or dissolution of the Administering Institution, or the Administering Institution is otherwise dissolved or ceases to carry on its operations.

8.3 Remedies

Immediately upon the occurrence of any of the Events of Default set out in Article 8.2 hereto:

- (a) CFGR may, at its option, terminate this Agreement; and/or
- (b) CFGR may, at its option, refuse to provide any further Grant funds; and/or
- (b) CFGR may, at its option, demand repayment by the Administering Institution of all or part of the Grant funds paid under this Agreement including all unspent Grant funds and any Grant funds not spent in accordance with this Agreement and this amount shall become a debt of the Administering Institution owing to CFGR; and/or
- (c) CFGR may, at its option, avail itself of any of its legal remedies which it may deem appropriate.

8.4 Costs of Collection

- (a) All reasonable costs and expenses of collection of all amounts owing hereunder shall be for the account of the Administering Institution and shall be added to the principal amount of the Grant.
- (b) The Administering Institution expressly acknowledges that interest at the then current rate charged by the CFGR on accounts receivable shall apply, from the date of the notice to the Administering Institution, to any and all amounts in the event that CFGR demands repayment pursuant to Article 8.3 hereto until payment in full, including during the course of any and all proceedings to collect such amounts, and such interest shall apply to and be exigible as additional damages in any award of damages made by a court of competent jurisdiction pursuant to any such action, all without the necessity of any further act or agreement or notification to the Administering Institution.

8.5 Administering Institution's Obligations on Termination

The Administering Institution shall in addition to its other obligations under this Agreement and at law upon termination of this Agreement in accordance with Article 8.3:

- (a) provide CFGR with a report detailing:
 - (i) the current state of the Project at the date of termination, and
 - (ii) any other information requested by CFGR pertaining to the performance of this Agreement; and

(b) execute such documentation as may be reasonably required by CFGR to give effect to the termination of this Agreement; and

(c) comply with any other instructions reasonably provided by CFGR including but not limited to instructions for facilitating the transfer of the Administering Institution's obligations to another party.

8.6 Survival

Articles 6, 7, 8 and 9 shall survive the expiration and any termination of this Agreement.

ARTICLE 9 – GENERAL

9.1 Audit

All contracts, papers, correspondence, copy, books, payrolls, records, accounts, invoices, statements, accounting records and other information and material of the Administering Institution and any of its subcontractors relating to this Agreement and relating to the expenses incurred and cash and in-kind contributions provided or obtained by the Administering Institution pursuant to the Project and this Agreement and relating to the Request for Disbursement pursuant to this Agreement shall be open to audit examination by CFGR and/or its designees at all reasonable times during the Term of this Agreement and for a period of seven (7) years thereafter.

9.2 Governing Law

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

9.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. There are no representations (including negligent misrepresentations), warranties or conditions (including any that may be implied by statute), and there are no promises, covenants or agreements (including collateral contracts) in connection with such subject matter, except as are specifically set forth in this Agreement. No reliance is placed by any party hereto on any representation (including negligent misrepresentation), warranty, promise, covenant, agreement, opinion, advice or assertion of fact made prior to or contemporaneously with the entering into of this Agreement by any party hereto or its directors, officers, employees or agents to any other party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement. None of the parties to this Agreement have been induced to enter into this Agreement by

reason of any such representation (including negligent misrepresentation), warranty, promise, covenant, agreement, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort (including negligence and negligent misrepresentation) or in contract, assessed in relation to any such representation (including negligent misrepresentation), warranty, promise, covenant, agreement, opinion, advice or assertion of fact, except to the extent that the same has been reduced to writing and included as a term of this Agreement.

9.4 Severability

Each of the provisions contained in this Agreement is distinct and severable and a declaration of illegality, invalidity or unenforceability in respect of any such provision or part thereof by a court of competent jurisdiction shall not affect the legality, validity or enforceability of any other provision, each of which shall remain in full force and effect.

9.5 Amendments

This Agreement may be amended, altered or modified only by written documents signed by both CFGR and the Administering Institution.

9.6 Waiver

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing (i) by the Parties hereto, in the case of an amendment, or (ii) by the party to be bound, in the case of a waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall a waiver of any provision of this Agreement constitute a continuing waiver of that provision unless otherwise expressly provided. For greater certainty, no waiver of any provision of this Agreement shall be inferred or implied from anything done or omitted to be done by any of the Parties hereto.

9.7 Materiality and Merger

All representations, warranties and covenants of the Administering Institution made in this Agreement, or in any other document, certificate, expenditure statement, or writing delivered by or on behalf of the Administering Institution pursuant to the provisions of this Agreement, or otherwise with respect to this Agreement and the transactions contemplated in this Agreement, are material, are deemed to have been relied upon by CFGR and survive the execution of this Agreement.

9.8 Time

Time is of the essence in this Agreement.

9.9 Assignment

This Agreement and all documents delivered pursuant to it enure to the benefit of CFGR and the Administering Institution, their respective assigns and successors at law. This Agreement may not be assigned, in whole or in part, by the Administering Institution without the written consent of CFGR.

9.10 Further Assurances

The Administering Institution agrees at any time and from time to time after the execution and delivery of this Agreement to execute and deliver such further acts and things as CFGR may reasonably request in order to fully effect the purpose of this Agreement and the transactions contemplated herein.

9.11 Limitations of Liability

In no event will CFGR be responsible for any direct, or indirect, or consequential damages sustained by the Administering Institution, howsoever caused.

9.12 Notices

Any notice, request, demand, consent, approval, correspondence, report or other communication required pursuant to or permitted under this Agreement must be in writing and must be given by personal delivery, or transmitted by email, fax, or other electronic message which provides a hard copy, or be sent by first class mail, postage or charges prepaid, and addressed to the party to whom it is intended at its address as set out below:

To CFGR:

Executive Director
Canadian Foundation for Governance Research
Suite 602, 40 University Ave
Toronto, Ontario M5J 1T1

To the Administering Institution:

XX

Any such notice shall be deemed to be received, if personally delivered or sent by email, fax, or other electronic message on the day it is sent and if such notice is sent by first class mail it shall be deemed to have been received on the date that is five days after the date of mailing.

9.13 Indemnity and Insurance

The Administering Institution agrees that CFGR shall not be liable for any injury or damage (including death) to the person or property of any officer, employee,

agent or student of the Administering Institution, or for any claim, demand, action or cause of action by any third party arising out of or in any way related to the Project or the operation of the Administering Institution, or in any way related to this Agreement, and the Administering Institution agrees to indemnify and save CFGR harmless therefrom. The Administering Institution agrees to maintain in force during the Term all necessary insurance that would be considered appropriate for a prudent administering institution of the type undertaking a Project similar to this Project, including comprehensive general liability insurance subject to limits of not less than \$3,000,000 per occurrence.

9.14 Non-Agent

The Administering Institution and CFGR agree and declare that nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Administering Institution and CFGR and the Administering Institution is not the agent of CFGR.

9.15 Confidentiality

The Parties agree not to disclose any confidential information of the other party without the written consent of the other party. For greater certainty, the Project deliverables are not confidential information.

9.16 Freedom of Information and Protection of Privacy Legislation

The Administering Institution shall at all times during the Term of this Agreement comply with legislation and regulations governing the protection of personal information. CFGR acknowledges that the Administering Institution may be bound by freedom of information and protection of privacy legislation and that the information provided to CFGR may be subject to disclosure under such legislation.

9.17 Dispute Resolution

The Parties agree that in the case of any dispute arising under this Agreement, the Parties shall first try in good faith to resolve the dispute by an appropriate alternative dispute resolution mechanism, including mediation, arbitration, or otherwise.

[Remainder of this section left purposely blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set out above.

CANADIAN FOUNDATION FOR GOVERNANCE RESEARCH

Per: _____

Christian Alan Buhagiar
Executive Director

I have authority to bind CFGR.

XX

Per:

XX

I have authority to bind the
Administering Institution.

THE AFFILIATED DOCTORAL STUDENT ACKNOWLEDGES the obligations described in this Agreement and to undertake the Project described in Schedule “A” hereto.

AFFILIATED DOCTORAL STUDENT

Per:

XX

Date:

THE DOCTORAL ADVISOR ACKNOWLEDGES the obligations described in this Agreement and to provide the letter described in Schedule “B” hereto.

DOCTORAL ADVISOR

Per:

XX

Date:

SCHEDULE “A”

Proposal, Budget, and Letters of Reference

SCHEDULE "B"

Project Deliverables are the key Project tasks and timelines required to be completed by the Administering Institution, subject to the terms and conditions of this Agreement, and described below.

CFGR shall have the right to use information disclosed in these reports, subject to the terms and conditions of this Agreement.

Interim Progress Report

The Administering Institution must ensure that the Affiliated Doctoral Student provides CFGR with a written Interim Progress Report, in a form and substance satisfactory to CFGR, by January 31st XX which shall include the following:

- (a) A description of the progress made to date on the Project; and
- (b) An itemized financial statement prepared by the Administering Institution to account for expenditures to date, which have been reimbursed by the Grant; and
- (c) Such other information, records or reports as CFGR may reasonably request.

Final Research Report

The Administering Institution must ensure that the Affiliated Doctoral Student provides CFGR with a written Final Research Report, in a form and substance satisfactory to CFGR and its review mechanisms, by September 30th XX which shall include a description of the Project developments, outcomes, and results obtained. The Administering Institution must also ensure that the Doctoral Advisor provides CFGR with a written letter, in a form and substance satisfactory to CFGR and its review mechanisms, by September 30th XX which shall provide an assessment of the validity and strength of the project and the study results.

Final Financial Report

The Administering Institution must ensure that the Affiliated Doctoral Student provides CFGR with a written Final Financial Report, in a form and substance satisfactory to CFGR, by November 30th XX which shall include the following:

- (b) A financial statement submitted by the Administering Institution and audited through an appropriate internal process containing itemized information on all expenditures reimbursed by the Grant and any unspent Grant funds; and
- (c) Such other information, records or reports as CFGR may reasonably request.

Dissemination Activities

If requested by CFGR, the Administering Institution must ensure that the Affiliated Doctoral Student completes the following research dissemination activities, in a form and substance satisfactory to CFGR:

- (a) Authoring an article of approximately 1000 words for the Institute of Corporate Director's *Director Journal* targeted at the director practitioner community, in which the Affiliated Doctoral Student summarizes the key findings of the Project, or such other participation in an article (or articles) for this, or other, Institute of Corporate Directors' publications as determined by the CFGR and the Institute of Corporate Directors. The CFGR and the Institute of Corporate Directors reserve all editorial rights. Details about the article (or articles) will be provided by CFGR and/or the Institute of Corporate Directors to the Affiliated Doctoral Student by August 1st XX; and
- (b) Participating in a research dissemination dinner event in Toronto, to which the Affiliated Doctoral Student will be invited by the CFGR, and at which the Affiliated Doctoral Student will be required to make an oral report summarizing the key findings of the Project. The costs associated with attendance at this event are an Eligible Project Expenditure. Details about the event will be provided by CFGR to the Affiliated Doctoral Student by August 1st XX.

SCHEDULE "C"

Eligible Project Expenditures are direct expenses incurred and necessary for the successful completion of the Project as set out in the project proposal by the Affiliated Doctoral Student, subject to the terms and conditions of this Agreement, and described below.

Expenses not described below require written approval of CFGR in order to be considered Eligible Project Expenditures.

At no time will the CFGR allow indirect expenses, such as overhead costs of the Administering Institution, to be considered Eligible Project Expenditures.

Eligible Project Expenditures:

1. **XX**
2. **XX**
3. **XX**

SCHEDULE “D”

Canadian Foundation for Governance Research

Conflict of Interest Policy

SCHEDULE “E”

Canadian Foundation for Governance Research
Research Integrity Policy