

National Policy for Allocating Fish for Financing Purposes: Draft Supporting Guidelines

These DRAFT Operational Guidelines for the Draft National Policy for Allocating Fish for Financing Purposes provide further information where they have been referenced in the policy .

6.0 Process for Project Proposals

B) Are submitted as per the requirements of the Operational Guidelines

- Interested participants under section 10 should submit a project proposal to DFO, which includes details on the project activity, total cost, objectives/outcomes, and other relevant information.
- Proposals should be received in a timely fashion to make allocation decisions ahead of the opening of a fishery.

7.0 Collaborative Project Costs

7.2 Eligible Costs and 7.3 Ineligible Costs

Here is a list of eligible and ineligible expenses that you can refer to when calculating the cost of the activity. Other examples not specifically noted below may be deemed eligible and will be evaluated on a case-by-case basis.

For the Collaborator:

| Eligible Expenses | Ineligible Expenses |
|--|---|
| Vessel contract for the project | Overhead costs such as the collaborator's office staff not working directly on the project, heat and hydro of the association's office, rent for properties, fixed fees, etc. |
| Vessel fuel (incremental; only the cost of fuel related to the cost of catching the allocation of fish or fishing gear, as well as the cost of conducting the activity) | |
| Ship's crew salary and related costs for the sea days needed to conduct the scientific survey (sampling time, collection of data etc., and the incremental costs associated with catching the allocation of fish if additional days at sea are required) | |
| Sea going technician / Fisheries Observers | |
| Project related training | |
| Gear, Equipment, material or supplies specific to the project (ex. nets, sensors, bait, traps, ropes, buoys etc.) | |
| Participation costs for fieldwork and meetings specific to the survey (travel, meal, logistics, | |

| | |
|---|--|
| material etc.) | |
| Organization's incremental costs directly related to the project (project administration, material and supplies, fees etc.) | |

For DFO:

| Eligible Expenses | Ineligible Expenses |
|---|--|
| Equipment, material or supplies specific to the project | Costs charged by Departmental internal services (Legal, Finance etc.) based on amount of project funding |
| Travel specific to the project | Any other fixed costs not associated with conducting the project or that do not comply with Departmental policies and rules regarding collaborative agreements |
| Consultant contracts specific to the project | |
| Salary and Benefits of employees working directly on the project (including overtime) | |

8.0 Determining the Amount of Fish

After the total cost of the activity has been agreed to by both DFO and the collaborator, it is up to the collaborator to identify how much fish is needed to cover the cost of the activity.

When proposing how much fish is needed, it should be the smallest possible amount that can reasonably be expected to raise the funds that are needed to offset the cost of the activity over the length of the collaborative agreement. This amount must obtain stakeholder support as described in section 5.0 of the policy, and could be subject to subsequent evaluation as per section 13.0 of the policy.

9.0 Allocation of Fish or Fishing Gear

Fisheries management decisions are made by the Minister or delegated authority based on the best available information (Including science advice and stakeholder input).

11.0 Collaborative Agreements

See attached template.

13.0 Performance Evaluation and Reporting

See attached template.

CANADA – [ORGANIZATION NAME]
COLLABORATIVE AGREEMENT TEMPLATE

THIS AGREEMENT is made in duplicate between.

HER MAJESTY the Queen in right of Canada ("Canada"), as represented by the Minister of Fisheries and Oceans on behalf of the Department of Fisheries and Oceans ("DFO").

And: **[INSERT NAME]** a corporation incorporated under the laws of [insert province] with a head office located in [insert location], in the province of [insert province] ("Organization").

and is effective as of the date of execution by DFO and the Organization.

RECITALS

(Where applicable) WHEREAS each Organization alone shall be referred to as "Organization" and Organizations together shall be referred to as "Organizations", and

WHEREAS the Organization and DFO (each shall be referred to as "Party" and together they shall be referred to as "Parties") wish to collaborate on a project entitled [insert name of project] as described in Appendix A hereto ("Project"); and

WHEREAS the Organization and DFO have a joint interest in the expected outcome of this collaboration and have shared or compatible objectives associated with the Project; and

WHEREAS pursuant to s. 33 of the *Oceans Act* and s. 4.4 of the *Fisheries Act* DFO may make recoverable expenditures on behalf of the Organization and may recover its expenditures from the Organization ; and

WHEREAS pursuant to section 10 of the *Fisheries Act*, the Minister may determine a quantity of fish or of fishing gear and equipment that may be allocated for the purpose of financing scientific and fisheries management activities that are described in a joint project agreement entered into with any person or body, or any federal or provincial minister, department or agency.

WHEREAS the Minister may specify, in a licence issued under the *Fisheries Act*, a quantity of fish or of fishing gear and equipment allocated for the purpose of financing those activities.

WHEREAS the Minister may for the proper management and control of the fisheries and the conservation and protection of fish, specify in licence conditions requirements that information be kept and reported to the Department, and the Minister maintains further authority to require and use information in a manner consistent with federal legislation.

WHEREAS the Organization and DFO agree to a fair allocation of risk, demonstrated by the governance structure on decision making, accountability, and risk mitigation associated with the Project; and

WHEREAS this Agreement is neither a procurement agreement pursuant to the Government Contracts Regulations, nor a transfer payment agreement pursuant to the Treasury Board Policy on Transfer Payments.

THEREFORE, the Parties agree as follows:

1. Background and Context

This section should contain at least three paragraphs.

The first paragraph should briefly describe the Project in general terms and should include the purpose and the expected deliverables of the Project, referencing the detailed Project description in Appendix A. For example: The objectives of this project are to support increased information and data collection through fishery survey and monitoring projects. This will assist in obtaining up to date information in support of determining the conservation and sustainability of the XX fishery as described in Annex A. This can of course be expanded upon.

The second paragraph should articulate how

- the Project relates to DFO's legal mandate; and
- how the Project is linked to and supports a specific element of DFO's Program Activity Architecture and its priorities.

To assist with the requirement of this paragraph, here is proposed wording to use for most Use of Fish Agreements:

This Project supports DFO's Legal mandate and the following strategic outcome:

- Economically Prosperous Maritime Sectors and Fisheries;

Specifically, the Project, which involves [state the specific Project-related activities such as sampling fish, analysis of samples etc....], links to the [state relevant PAA activity (ies)], which is part of DFO's Program Activity Architecture (PAA). Furthermore, the Project links to the DFO priorities of [state relevant DFO priorities and indicate specifically how the Project supports these priorities; for most Use of Fish Agreements it will be Integrated Fisheries Management and more specifically Commercial Fisheries]

The third paragraph should describe the benefits that each party will receive from the Project. Generally for most Use of Fish Agreements an example would be: The project is beneficial to both parties as it will allow for continued data collection on the stock and it strengthens DFO's and the Organization's commitment to economic prosperity while maintaining a sustainable approach to the fishery. As above, it would be expected that this would be expanded upon.

2. Definitions

(a) **"Agreement"** means the recitals, definitions, terms, conditions and obligations stipulated herein including the stipulations in the appendices affixed hereto.

- (b) "**Biological Material**" means any living organisms, including animals, and any material produced by and extracted from living organisms.
- (c) "**Contribution**" means resources that are provided and used by either Party for the Project. The term should not be confused with a Government of Canada Contribution, as per the Treasury Board Policy on Transfer Payments.
- (d) "**Crown**" means the Federal Government of Canada.
- (e) "**DFO In-kind Expenditures**" means expenditures that DFO incurs for the Project, which are not payable out of the Organization's financial contribution to DFO, including salaries and salary benefits but excluding any costs associated with equipment, instruments and facilities acquired by DFO prior to the Project.
- (f) "**Fiscal Year**" means any twelve month period starting April 1st of the year and ending March 31st of the following year.
- (g) "**Intellectual Property (IP)**" means any invention, and any other product of intellectual activity in the industrial, scientific, literary, or artistic fields including all intellectual creation legally protected through patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.
- (h) "**Project Authority**" means the person designated by each Party to manage the Project on its behalf and attend to its execution in accordance with the terms of this Agreement.

- (a) "**Project Expenditures**" means expenditures required for the Project, which are itemized in Appendix B.
- (b) "**Recoverable Project Expenditures**" means expenditures that DFO incurs for the Project, including salary and salary benefits, and which DFO may recover from the Organization's financial contribution to DFO.
- (c) "**Research IP**" means IP arising from research and other activities performed under this Agreement, and any parts of such IP.
- (d) "**Work Plan**" means detailed activities and corresponding resources required to perform the Project.

3. Term of the Agreement

- (a) The Agreement shall expire, unless terminated sooner in accordance with the termination provisions herein, on [insert date].

4. DFO's Contribution

- (a) DFO's contribution to the Project, estimated at \$[insert total dollar value], represents all in-kind resources DFO will provide for the Project, as outlined in Appendix B.

(b) DFO contributes to the Project as follows:

| Fiscal Year | List of DFO In-kind Expenditures | Value of contributions |
|--------------------|---|-------------------------------|
| [xxxx-xxxx] | [Insert expenditure category (e.g. salary, equipment, materials/supplies, etc.) corresponding to the Fiscal Year] | \$ |
| [xxxx-xxxx] | [Same as above] | \$ |
| [xxxx-xxxx] | [Same as above] | \$ |
| | Total | \$ |

(c) DFO will not make any financial contribution to the Organization for this Project.

5. Organization's Contribution

(a) The Organization's contribution to the Project, estimated at \$[insert total dollar value], represents its total contribution in support of the Project, as outlined in Appendix B.

(b) The Organization contributes to the Project as follows:

| Fiscal Year | List of Organization Project Expenditures | Financial contribution to DFO | | Value of in-kind Contribution | Contribution from Allocation of Fish (amounts remaining in the Organization) | Total contributions |
|--------------------|---|--|--|--------------------------------------|--|----------------------------|
| | | Direct contribution from Organization | Contribution from Allocation of Fish (amounts provided to DFO) | | | |
| [xxxx-xxxx] | [Insert expenditure category (e.g. salary, equipment, materials/supplies, etc.) corresponding to the Fiscal Year] | \$ | \$ | \$ | \$ | \$ |
| [xxxx-xxxx] | [Same as above] | \$ | \$ | \$ | \$ | \$ |
| [xxxx-xxxx] | [Same as above] | \$ | \$ | \$ | \$ | \$ |
| | Total | \$ | \$ | \$ | \$ | \$ |

(c) The Organization shall make its financial contribution to DFO for the Project upon being invoiced according to the payment schedule below:

| Estimated Date of Payment | Deliverables corresponding to each payment | Payment Amount |
|--|---|---|
| [Payments must be scheduled to ensure that funds are always available before incurring Specified Project Expenditures] | [Insert list of deliverables corresponding to each payment] | [The total of the payments must equal the Total 'Financial Contribution to DFO' in the table above]\$ |
| [Same as above] | [Same as above] | \$ |
| | | Total \$ |

(d) The Organization will provide \$____ to finance the activities as described in Annex A.

(e) Amounts received by DFO under the Agreement will be deposited in an appropriate Account ("Account") and used to pay for Recoverable Project Expenditures. Without exception, DFO shall not incur any Recoverable Project Expenditures unless the Account contains enough funds to pay for such Recoverable Project Expenditures. Throughout the Project, DFO will notify the Organization thirty (30) days in advance if the Account does not contain sufficient funds to cover anticipated Recoverable Project Expenditures and the Organization shall promptly upon request provide the necessary funds to cover all anticipated Recoverable Project Expenditures in advance of the payment schedule herein.

(f) Procurement contracts for the acquisition of goods and services under the Agreement are subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST), as applicable.

(g) Amounts received by DFO during any Fiscal Year can only be used to pay for Recoverable Project Expenditures incurred during that same Fiscal Year. At the end of each Fiscal Year, or upon termination of the Agreement, DFO shall provide to the Organization a financial statement in respect of Recoverable Project Expenditures actually incurred and to be incurred during that Fiscal Year, including expenditures that DFO is unable to avoid, and will return to the Organization any funds remaining in the Account after accounting for all these Recoverable Project Expenditures ("Residual"). However if the Residual is less than \$100 it will not be returned to the Organization but will be credited to the Crown as non-respondable miscellaneous revenue.

(h) All payments to DFO shall be made payable to the Receiver General for Canada and shall reference the following DFO project code [Insert DFO Project Code]. Payments shall be delivered to the attention of DFO Accounting Hub:

Fisheries and Oceans Canada
 1st Floor, Barker House, Room 102
 570 Queen Street
 Fredericton, NB, E3B 6Z6

6. Ownership of Equipment and Biological Material

- (a) Any equipment, instruments, and supplies acquired by DFO under this Agreement shall belong to DFO.
- (b) Biological Material produced from Project-related activities, Biological Material provided by the Organization to DFO under this Agreement and Biological Material issued therefrom shall be subject to the provisions of Appendix D.

7. Risk Management

- (a) The Project Authorities as identified in the section entitled '**Project Authorities**' herein have discussed and completed a risk assessment and analysis as per Appendix E.

8. Project Authorities

- (a) The Project Authority for DFO is :

[Insert Name of Project Authority]
[Insert Title of Project Authority]
[Insert complete address]
Telephone/Fax: [Insert Number]
E-mail: [Insert address]

and the Project Authority for the Organization is:

[Insert Name of Project Authority]
[Insert Title of Project Authority]
[Insert complete address]
Telephone/Fax: [Insert Number]
E-mail: [Insert address]

- (b) Either Party may by written notice to the other designate a new Project Authority.

9. Governance and Project Management

[Describe how the Project Authorities will manage the Project. If the Project is managed via committee, describe in detail each committee: its composition, management structure, terms reference, and decision-making process. Examples are provided in the '**Collaborative agreement instructions**' for reference.]

10. Access to DFO Grounds and Buildings

The Organization, its employees and its agents participating in the Project shall abide by all rules and policies with respect to access to DFO sites, vessels and buildings and utilization of facilities therein, including rules and policies related to security, health and safety, and shall not bring any people, equipment or any materials into these buildings without the prior written consent of the DFO Project Authority.

11. Data

- (a) The Organization shall report to DFO all Data in accordance with the Project.
- (b) Any Party required to prepare Data analysis reports under the Project undertakes to provide to the other all such reports promptly upon completion.

12. Reports and Notices

- (a) Each Party shall report to the other on the progress of Project-related work it is performing, and on any scientific results and data arising from work it has completed. Reporting in respect of work performed in any Fiscal Year shall take place at least once a year, no later than sixty (60) days following the end of the Fiscal Year. However, to ensure that Parties remain well informed and up-to-date on the Project, additional reports throughout the Fiscal Year may be provided as agreed by the Project Authorities.
- (b) Within three (3) months following expiration or termination of this Agreement each Party shall provide to the other a final report on Project-related work it has performed, such report to be in the format requested by the other Party and to include scientific results and data arising from the work.
- (c) It is agreed and understood that the Parties will cooperate to complete an overall evaluation of the Project in accordance with the 'Project Evaluation' section of Appendix A.
- (d) The Organization shall promptly notify DFO, and provide full particulars, upon:
 - (i) changing its corporate name;
 - (ii) changing ownership;
 - (iii) filing for bankruptcy or involving itself in any insolvency proceedings;
 - (iv) taking advantage of any statutes relating to the orderly payment of debts; or
 - (v) being subject to criminal prosecution or convicted of a criminal offence.
- (e) Notices, reports and other communications under the Agreement shall be in writing and shall be addressed to the Project Authorities.

13. Intellectual Property

- (a) Each Party shall promptly disclose to the other any technology, data or other information in its possession, required by the other Party to perform any Project activities for which it is responsible. Each Party remains the owner of technology, data or information that it owned prior to disclosure to the other Party and such technology, data and information shall be subject to the confidentiality provisions of Appendix C.
- (b) Research IP is subject to the provisions of Appendix C.

14. Dispute Resolution

(a) If any dispute, other than a matter of public law arises between the Parties in connection with or arising out of the Agreement, the Parties shall use their best efforts to settle any such dispute by negotiations or mediation. If the Parties fail to resolve the dispute within a period of thirty (30) days or such greater period as may be mutually agreed, then either Party may refer the dispute to arbitration in accordance with the *Commercial Arbitration Act*. The Parties agree to have arbitration hearings conducted at [insert name of city and province].

15. Liabilities

(a) Indemnification

Each Party hereby agrees to defend, indemnify and hold the other party harmless from and against all claims, legal actions or causes thereof, liabilities and costs arising from the negligence or willful misconduct of the indemnifying Party's employees or agents in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that the Party to be indemnified gives prompt notice of the claim to the indemnifying Party, and provides all relevant information and reasonable assistance, as requested.

(b) Insurance and Risks

- (i) The Government of Canada underwrites its own risks, including the risk of liability for the acts or omissions of its officers and employees while they are acting within the scope of their employment with DFO.
- (ii) The Organization warrants and represents that it has adequate liability insurance to cover its officers, employees, contractors and agents participating in the Project.
- (iii) Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts and negligent omissions of that Party and its officers, employees, contractors and agents participating in the Project.

16. Termination

(a) DFO may terminate the Agreement by notice to the Organization, if:

- (i) the Organization breaches any terms or conditions of the Agreement and does not rectify the breach within thirty (30) days after being notified of the breach;
- (ii) the Organization fails to perform the Project in accordance with Appendix A and does not rectify the matter within thirty (30) days after being notified of the specific rectifications required;
- (iii) the Organization is insolvent, in receivership, bankrupt, files for bankruptcy, or is involved in any act of bankruptcy or any bankruptcy proceeding, such termination to take effect thirty (30) days after the notice date;
- (iv) the Organization is subject to criminal prosecution or convicted of any criminal offense under any law, order or regulation of Canada or the provinces or of a duly constituted authority thereof or the conditions of any license, or of being convicted as an accessory to any such offence, such termination to take effect thirty (30) days after the notice date;

- (v) the Organization has submitted or submits false or misleading information to DFO in respect of the Project or in respect of the Organization's obligations pursuant to the Agreement, such termination to take effect thirty (30) days after the notice date; DFO is unable to continue supporting the Project due to departmental priorities and/or pressures, such termination to take effect ninety (90) days after the notice date; or
- (vi) resources that DFO is expected to contribute to the Project (that are subject to corresponding appropriations being approved by Parliament) are reduced or not available, unless the Agreement is amended to address the reduction in DFO resources, such termination to take effect thirty (30) days after the notice date.

(b) The Organization may terminate the Agreement by notice to DFO if DFO fails to perform the Project in accordance with Appendix A and does not rectify the matter within thirty (30) days after being notified of the specific rectifications required.

(c) If the Organization wishes to terminate the Agreement for any reason other than failure of DFO to perform the Project in accordance with Appendix A, the Organization shall deliver to DFO a written request to terminate the Agreement upon receipt of which DFO will deliver to the Organization a notice confirming any outstanding obligations of the Organization under the Agreement, inclusive of its financial obligations, and will terminate the Agreement if:

- (i) the Organization satisfies all its obligations and pays to DFO any amount required to pay for Recoverable Project Expenditures that DFO is unable to suspend;
- (ii) ending the Project would not, in the reasonable opinion of DFO, have a significant adverse effect on DFO; and
- (iii) the Organization is in full compliance with the terms of the Agreement.

(d) Expiration or termination of the Agreement shall not relieve the Organization from its obligations pursuant to the sections entitled 'Reports and Notices' and 'Indemnification' herein or from its obligations in respect of Intellectual Property, Publications and Confidentiality, as set out in Appendix C.

(e) Failure by DFO to notify the Organization of a breach of the Agreement or of any other circumstances possibly warranting termination of the Agreement, or to terminate the Agreement because of such breach or such other circumstances shall not constitute an acceptance of the breach by DFO or a waiver of the right of DFO to terminate this Agreement in accordance with its provisions, and to recover from the Organization any sums due to DFO under the Agreement.

17. *Canadian Environmental Assessment Act (CEAA)*

(a) The Parties agree that, if applicable, the Project will be assessed and approved in accordance with the *Canadian Environmental Assessment Act* prior to commencing the Project.

18. *Canadian Council on Animal Care (CCAC)*

(a) The Parties agree that, if applicable, the Project will be assessed and approved in accordance with the standards of the Canadian Council on Animal Care. DFO will engage the Animal Care Committee within DFO to ensure compliance with this provision prior to commencing the Project.

19. General

(a) Entire Agreement

The Agreement, which includes the Appendices appended thereto and which are part thereof, sets forth the entire agreement between the Parties hereto concerning the Project and supersedes and revokes all negotiations, arrangements or communications, of any nature whatsoever whether they be verbal or in writing, between the Parties or their authorized representatives or any other person purporting to represent DFO or the Organization.

(b) No Agency

Nothing contained in the Agreement shall be considered or construed as creating a relationship of partners, principal and agent, lessor and lessee, licensor and licensee (except with respect to Research IP, in accordance with Appendix C) or of employer and employee between the Parties. In particular, the Organization shall be solely responsible for any and all payments and/or deductions required to be made including those required for Canada Pension Plan, Employment Insurance, Workers' Compensation, or Income Tax for all its employees participating in the Project, and for any and all fees payable to its agents participating in the Project. The Organization shall be solely responsible for the supervision, scheduling of work and tasking for its employees and agents participating in the Project.

(c) House of Commons

The Organization must ensure that no member of the House of Commons is admitted to any share or part of the Agreement or to any benefit that may arise from it.

(d) Former Public Servants

The Organization must ensure that no former public office holder who is not in compliance with the post-employment provisions of the Fisheries and Oceans Canada Values and Ethics Code, which is posted at <http://www.dfo-mpo.gc.ca/reports-rapports/vicr-virc/vicr-virc2012-eng.htm>, derive a direct benefit from the Agreement.

(e) Laws in Force

This Agreement shall be interpreted in accordance with federal laws of Canada and the laws in force in the Province of [insert name of province].

(f) Location

The Project shall be performed at [insert name of location], in the Province of [insert name of province].

(g) Amendment

This Agreement may only be amended by a written agreement signed by each of the Parties' authorized representative(s) at any time during the term of the Agreement.

(h) **Records and Audit Provisions**

Throughout the Agreement and for six years following expiration or termination of the Agreement, the Parties shall maintain accounting records related to Project Expenditures and the Parties will, on demand, permit the other Party or any person that the other Party may designate, to audit, monitor, take copies and extracts from and examine the accounting records and supporting documentation as they deems fit, and will provide all necessary access and assistance for the audits and examinations.

(i) **Severability**

Should a court of competent jurisdiction hold that any provision of the Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from the Agreement and all other provisions of the Agreement, and all rights and obligations therein shall continue to be in force and effect.

(j) **No Assignment**

Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other Party.

(k) **Official Languages**

- (i) The Agreement was prepared in English at the request of the Organization / Cette entente fut rédigée en anglais à la demande de l'Organisation.
- (ii) All announcements and communications to the public concerning the Project (or this collaboration) shall be made in both official languages provided that DFO take responsibility for all translations costs.

(l) **Lobbying Act**

The Organization must ensure that any person lobbying DFO, any other federal department or any federal agency on behalf of the Organization is registered pursuant to and in compliance with the *Lobbying Act*.

(m) **Time of Essence**

Time is of the essence with respect to all deliverables under the Agreement.

(n) **Order of Precedence**

If there is any conflict or ambiguity between these articles of Agreement and any appendices or schedules thereto, these articles of Agreement shall prevail.

IN WITNESS WHEREOF this Agreement has been executed by DFO and the Organization through their duly authorized representatives.

[Insert Organization name]

Signature

[Insert Name & Title of Organization's authorized representative; signature is above the line]

Date

**Her Majesty the Queen in Right of Canada,
as represented by the Minister of Fisheries
and Oceans.**

Signature

[Insert Name & Title of DFO's Authorized representative + signature above; signature is above the line]

Date

Witness signature

Name:

Title:

Date

Appendix A: Project Description / Work Plan

Purpose of the Project / Expected Results

[Provide a description of the Purpose of the Project which would include stating the objectives and providing sufficient details so that the scope of the Project is clearly understood; and outline the expected results.]

Deliverables

1. [insert details of deliverable # 1 of the Project]
2. [insert details of deliverable # 2 of the Project]
3. [etc.]

Milestones and timelines

| Date/ Period | Milestones | Responsible Party |
|---------------------------------------|--|-------------------|
| [Insert estimated Project start date] | Project start | |
| | [Insert milestones corresponding to each date or period] | |
| | | |
| | | |
| | | |
| | | |

Work Responsibilities

DFO

1. [list each of the responsibilities and/or activities of DFO]
2. ...
3. ...

Organization

1. [list each of the responsibilities and/or activities of the Organization]
2. ...
3. ...

Project Evaluation

Evaluation of the Project should be performed by DFO, in consultation with the Organization if required, and should address the performance items below, as applicable. Once the Project is completed, performance evaluation may address additional aspects of the Project that may not have been anticipated.

1. Did the intended activities take place within scope, within budget?
2. Were the resources allocated efficiently and effectively, or given the results would a different allocation have been more appropriate, and if so will be considered for any potential future projects as applicable?
3. Were the milestones achieved?
4. Were the deliverables of the project delivered?
5. Did the collaboration achieve its purpose?

6. Were there any difficulties encountered within the performance of the project and if so, how were they managed to achieve resolution?

Appendix B: Project Expenditures

Budget Summary for Fiscal Year [insert Fiscal Year]

[Provide the details of the total budget for the Project by Fiscal Year using the table below (there should be a financial table for each Fiscal Year). Note that the amounts must match (by fiscal year) section 4 and section 5 of the agreement. See 'Collaborative agreement instructions' for further guidelines in completing the table below]

| Fiscal Year - [xxxx-xxxx] | Organization | | | | DFO | | |
|--|--|----|-------------------------|--|-----|----|--|
| | Financial contribution to DFO | | In-Kind Contribution | Contribution from Allocation of Fish (amounts remaining in the Organization) | | | |
| Direct contribution from Organization | Contribution from Allocation of Fish (amounts provided to DFO) | | | | | | |
| Description | | | | | | | |
| Salary – Term employees | | | | | | \$ | |
| Salary – Indeterminate employees | | | | | | \$ | |
| Overtime | | | | | | \$ | |
| Benefits | | | | | | \$ | |
| Salary- Casual Employees | | | | | | \$ | |
| Salary- Student | | | | | | \$ | |
| Consultant Contract [specify work] | | | | | | \$ | |
| Equipment | | | | | | \$ | |
| Material | | | | | | \$ | |
| Supplies | | | | | | \$ | |
| Travel | | | | | | \$ | |
| Facilities | | | | | | \$ | |
| Vessels — CCG | | | | | | \$ | |
| Other Expenses [specify] | | | | | | \$ | |
| Grand Total | \$ | \$ | \$ | \$ | \$ | \$ | |

Appendix C: Intellectual Property¹, Confidentiality and Publication

1. Rights with respect to Research IP²

- 1.1. Research IP that is created, developed or produced under this Agreement by DFO employees or by the other Party with significant intellectual contribution from or under the direction of any DFO employees belongs to Canada under the control and administration of DFO. Research IP created, developed or produced by the other Party belongs to the other Party.
- 1.2. If a Party (the Creating Party) creates, develops, or produces any Research IP, the Creating Party shall promptly disclose it to the other Party and provide to the other Party all technical information that may be necessary to enable the other Party to use the Research IP. The other Party may use the Research IP for non-commercial research purposes only, without restrictions and without any obligations to the Creating Party, but shall not disclose it to third parties without the prior written authorization from the Creating Party.
- 1.3. The Organization may apply to DFO, in writing and no later than three (3) months following the end of the Agreement, for a licence to exploit Canada-owned Research IP for commercial purposes. The Parties shall negotiate the terms and conditions of such a licence in good faith; however if they can't agree on the terms and conditions of a licence within three (3) months following the beginning of licence negotiations, or at such later time as the Parties may agree, DFO will no longer be obligated to continue negotiating the terms and conditions of a licence with the Organization.

2. Patenting of Research IP

- 2.1. The Parties shall fully cooperate with each other, and assist each other free of charge in the preparation and filing of any patent applications related to Research IP.
- 2.2. Each Party shall promptly provide to the other a copy of every patent application that it files in relation to Research IP.
- 2.3. Each Party shall execute such conveyances or other documents as reasonably required for the filing, prosecution and maintenance of any patent applications and for defending any issued patents related to Research IP; however neither Party shall be obligated to incur any costs in relation to the defence of any such patents.

3. Publications and Confidentiality

- 3.1. The Parties understand and agree that Research IP, and any data and information arising under this Agreement (collectively "Information") should be managed in a manner consistent with the Project Description.
- 3.2. If a Party (the Disclosing Party) wants to disclose any Information, other than Information where the IP rights are owned by the Disclosing Party, then the Disclosing Party shall submit this

¹ **"Intellectual Property" or "IP"** is defined in the body of the Agreement as any invention, and any other product of intellectual activity in the industrial, scientific, literary, or artistic fields including all intellectual creation legally protected through patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

² **"Research IP"** is defined in the body of the Agreement as IP arising from research and other activities performed under the Agreement, and any parts of such IP.

Information to the other Party for review. The other Party may, within thirty (30) days afterwards, request the Disclosing Party by written notice to withhold disclosure of the Information or any portions thereof, for a reasonable time, for the purpose of a scientific publication or filing of a patent application on inventions disclosed in such Information. Upon being so notified, the Disclosing Party shall either withhold disclosure of the Information or those portions designated by the other Party until the other Party has published its scientific article or filed one patent application on each such invention. Any obligation to withhold disclosure of information hereunder may not exceed one year from the date of the notice, or one year following the end of the Agreement, whichever date is the earliest. This provision is subject to access to information and privacy protection legislation, including the *Access to Information Act* and the *Privacy Act*.

- 3.3. Subject to 3.1 and 3.2 above, Information shall be deemed confidential and neither Party may release any such Information to third parties in any way whatsoever without the prior written authorization of the other Party. However, this confidentiality obligation shall not apply to the Party who owns the IP rights in the Information and in the case of DFO, this confidentiality obligation shall be subject to access to information and privacy protection legislation, including the *Access to Information Act* and the *Privacy Act*.
- 3.4. The confidentiality obligations in section 3.3 shall not apply to Information that is or falls lawfully in the public domain, that was lawfully in the possession of a Party prior to receiving it from the other Party, or that is received by a Party from a third party not bound by any confidentiality obligations.

4. Term of Application

The obligations of the Parties in this Appendix shall survive the expiration or termination of the Agreement to which this Appendix is affixed and of which it is part. However in respect of confidential information, any confidentiality obligation shall remain in effect until such time that the information becomes public.

Appendix D: Provisions related to Biological Materials

1. Biological Material produced from Project-related activities performed by DFO shall belong to DFO and Biological Material produced from Project-related activities performed by the Organization shall belong to the Organization.
2. Ownership of Intellectual Property related to Biological Material produced from the Project shall be determined in accordance with the provisions of Appendix C.
3. If DFO receives Biological Material from the Organization under the Agreement DFO will not return the Biological Material to the Organization unless requested, in writing, any time while the Agreement is in effect, in which case DFO will return to the Organization any such Biological Material that is no longer needed for the Project and remaining in its possession, subject to the following provisions:
 - a. DFO shall not be responsible for the condition of the Biological Material or the death of animals that DFO receives from the Organization;
 - b. DFO shall not be obligated to return to the Organization any deceased animals or any Biological Material which, in DFO's opinion, presents a health or environmental risk; and
 - c. The Organization pays to DFO upon request all DFO costs related to the transfer of the Biological Material back to the Organization.

Appendix E: Risk Management

[This table must clearly identify the risks associated with the Project, and corresponding mitigation measures, along with the responsible Party. See 'Collaborative agreement instructions', Section E – Appendix E]

| Project Risk Analysis | | | | | | | |
|---|--|--------------------|------------------|--------------------|-------------------------------------|---------------------------------------|--------------------------|
| Activities, Milestones or Deliverables | Description of risks and their consequences | Likeli-hood | Impact | Risk Rating | Existing mitigation measures | Additional mitigation measures | Responsible Party |
| [See note above] | [See note above] | [See note above] | [See note above] | [See note above] | [See note above] | [See note above] | [See note above] |
| | | | | | | | |