

FUNDING TRANSFER AGREEMENT

THIS AGREEMENT is dated for reference the _____.

BETWEEN: the University of Ottawa incorporated under the University of Ottawa Act 1965, S.O. 1965, c. 137, Located at 3042-800 King Edward Ave., Ottawa, ON, K1N 6N5 (hereinafter referred to as "uOttawa")

AND: **name of First Nation**, (the "Partner") having an address at ...

WHEREAS: uOttawa and the Partner have entered into a Community Research Agreement (CRA) with the Assembly of First Nations, the Université de Montréal, Université Laval, and McGill University for the purposes of collaborating on the Food, Environment, Health and Nutrition of First Nations Children and Youth (FEHNCY) Study, funded by Indigenous Services Canada.

WHEREAS: Dr. Laurie Chan of the University of Ottawa wishes to transfer funds to the Partner to support Project expenses.

As a result, the parties agree as follows:

1 TRANSFER OF FUNDS

- 1.1 uOttawa hereby transfers up to a maximum of **\$64,050** for use during the period September 1st, 2024 to September, 2025 (the "Term") to support the collaboration on the Food, Environment, Health and Nutrition of First Nations Children and Youth Study (the "Project").
- 1.2 uOttawa will transfer funds according to the schedule in section 3.1.
- 1.3 The Partner will administer the funds in accordance with generally accepted accounting principles.
- 1.4 Any payment made by uOttawa under this Agreement is subject to uOttawa receiving Project funding from Health Canada (the "Granting Agency").
- 1.5 uOttawa and the Partner designate the following personnel as directly responsible for performance of this Agreement and for communications with the other party during the Term:

uOttawa's designate:

For Research matters: Dr. Laurie Chan Email: laurie.chan@uottawa.ca Phone: 613-562-5800 ext 7116

For Administrative matters: Lynn Barwin Email: lbarwin@uottawa.ca Phone: 613-562-5800 ext 7214

For Contractual matters: Sorour Farrokh Ahmadi: sorour.ahmadi@uottawa.ca

Partner's designate for Administrative purposes:

Name: XXXXXXXX

Email: XXXXXXXX

Phone: XXXXXXXX

- 1.6 The Partner warrants to uOttawa that the Partner has full power and authority under its constitution, and has taken all necessary actions and obtained all authorizations, licenses, consents and approvals, to allow it to enter into this Agreement and to carry out the Project.
- 1.7 This Agreement is not a purchase of goods or services. The funds transferred under this Agreement are an accountable advance and the Partner must provide financial reporting of actual expenditures as set out in section 3 below. It is the responsibility of the Partner to pay any and all taxes or other amounts owing with respect to activities carried out as a result of this Agreement, and the Partner shall indemnify and hold uOttawa free and harmless from any claim with respect to such payments or penalties arising out of the failure to pay them.

2 ELIGIBLE EXPENDITURES

- 2.1 The Partner shall ensure that funds are used only for quality assurance of community data collection as set out in Appendix A.
- 2.2 uOttawa accepts no responsibility or obligation for funds expended in excess of the amount quoted above or for funds expended before or after the stated Term of this Agreement.
- 2.3 If the Partner uses the funds for a purpose other than specified, funds equivalent to that amount must be repaid to uOttawa upon notice of demand. uOttawa reserves the right to pay to the Partner the lesser of the amount quoted above or the actual eligible expenditures incurred.
- 2.4 The Partner shall repay to uOttawa any overpayments or unexpended balances of the funds, and such amounts shall constitute a debt due to uOttawa. The Partner must return all unspent funds to uOttawa within 30 days of the end date of this Agreement.

3 REPORTING REQUIREMENTS AND TRANSFER SCHEDULE

3.1 uOttawa will transfer funds from FD3020; GR000942 to the Partner as follows:

Payment #1	Upon signature of Agreement, uOttawa will send a cheque for:	\$50,000
Payment #2 (if required)	Upon receipt of a financial statement (using Appendix B) indicating that 50% of Payment #1 has been expensed and subject to the approval of Dr. Laurie Chan, uOttawa will transfer up to a maximum of: Final Financial Statement due _____.	\$ 14,050

- 3.2 Financial statements must be signed by the Partner’s financial officer. The signature of the Partner’s financial officer certifies that the funds were administered according to the terms and conditions of this Agreement.
- 3.3 Financial statements shall be forwarded to:

Lynn Barwin
 FEHNCY Project Manager
 30 Marie Curie, Ottawa On, K1N 6N5.
 Phone: 613-562-5800 x7214
 Email: lbarwin@uottawa.ca
 Fax: 613-562-5486

4 ACCESS TO PARTNER'S PREMISES

- 4.1 The Partner shall, if requested by uOttawa or the Granting Agency, permit any authorized uOttawa or Granting Agency representative reasonable access to its premises at a mutually agreeable time to:
- (a) inspect and assess the progress of the Project; and,
 - (b) examine the Partner's books and records relating to the Project and the funds transferred under this Agreement and to make copies thereof for the purpose of an audit.

5 MISCELLANEOUS

- 5.1 The general conditions included in Appendix B, attached here, apply to this Agreement. Either party may at any time for any reason terminate this Agreement upon delivery of thirty (30) days written notice to the other.
- 5.2 This Agreement sets out the entire Agreement between the parties relating to the subject matter hereof and supersedes any prior Agreements relating to the subject matter. No amendment or modification to this Agreement shall become effective unless and until the same shall have been reduced to writing and duly executed by the parties hereto.
- 5.3 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.
- 5.4 This Agreement may be executed in counterpart by the parties, either through original copies or by facsimile. An executed copy of this Agreement delivered by facsimile will constitute valid execution and delivery of this Agreement.

6 COMMUNITY RESEARCH AGREEMENT

- 6.1 All other relevant terms and conditions are in accordance with the Community Research Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Name: Céline Marie
Title: Director RMS, Research Operations University of Ottawa

Name: Laurie Chan
Title: Principal Investigator FEHNCY

Name:
Title:



APPENDIX A: TRANSFER OF FUNDS- Budget Guideline

Activity		Description	Details	Proposed budget	Amount reported
Community Engagement		Kickoff activities, engagement activities and events, advertising, printing posters	Opening and closing events, posters, gifts, radio station, Child and youth activities (in school or gym), Honoraria (Elder, MC, translation)	6,945	
		Community Advisory Circle	Honoraria (\$100 per member per advisory circle; approximately 6 members x 10 circles)	6,000	
Data Collection	Community Researchers	Community Researchers/Housing assessors (CRs) x 4 part time or x 2 full time	\$30/hr for up 70 days part-time (~4 hours/day) Includes training, data collection, data entry (x4 part time or x 2 full time)	33,600	
		Mileage	CR mileage (1500km @ \$0.555/km)	832.50	
	Other	Food, catering, miscellaneous	Purchase of food to support community activities	2,000	
Honoraria for participating		Talking Circles and Key Informant Interviews	40 children and youth @ \$10=\$400 each + 2 x \$100\$ =\$200 (draw)	600	
			15 key informants @ 50\$ each	750	
		Questionnaires	Gift cards: (\$15 for kids, \$20 per household, \$40 for nutrition and health) x 100 = (1 for child assessment, 1 for questionnaire \$300 each)	7,500	
			Subtotal	58,228	
		Band Services	10% of the subtotal	5822.75	
			total	64,050	

Food, Environment, Health, and Nutrition of First Nations Children and Youth (FEHNCY) **FINAL REPORT due no later than**

Forward Statement of Expenditures to: Lynn Barwin, Project Manager FEHNCY, email: lbarwin@uottawa.ca, 613-562-5800, ex: 7214 email: lbarwin@uottawa.ca

Financial Operations Manager,

Signature

Date :

UOTTAWA Internal Use: FD3020; GR000942 Term: November 1st /2022 to March 31/26 Budget Holder: Dr. Laurie Chan
Funding Agency: Indigenous Services Canada

Payment 1:

Date: _____ Amount: \$ _____ Budget Holder Approval: _____

Payment 2:

Date: _____ Amount: \$ _____ Budget Holder Approval: _____

Appendix B: **General Conditions**

1. **Installments:** Transfer of Funds Agreements are approved on an annual basis only. Subsequent agreements shall be determined and approved annually. Subsequent agreements are conditional upon the reception of a duly-signed amendment or extension request and written confirmation of compliance with all ongoing certification requirements.
2. **Permitted use of funds**
 - i) Funds may only be used in accordance with the Sponsor's policies and in support of eligible expenses as established under the Sponsor's policies and regulations, and as agreed upon by both the University of Ottawa Principal Investigator and the Co-Investigator.
 - ii) The Collaborating Institution shall reimburse to the University of Ottawa any expenses which are declared ineligible by the Sponsor, which must be repaid to the Sponsor, or which are not reimbursed to the University of Ottawa by the Sponsor.
 - iii) **Unused funds: Unless otherwise agreed, any unspent funds shall be returned to the University of Ottawa at the end of the current agreement.**
3. **General Terms and Conditions**
 - i) The Collaborating Institution has the same administration and management responsibilities as the University of Ottawa. Transferred funds shall be treated as if they were directly awarded by the Sponsor. This inter-institutional Transfer of Funds Agreement is subject to the terms, conditions, rules and regulations relating to the Sponsor's grants.
 - ii) In addition, shall the Sponsor be the "Tri-Agency" or not, this inter-institutional Transfer of Funds Agreement is also subject to terms and conditions, that are including, but are not limited to the following:
 - a) The "Administration of Agency Grants and Awards by Research Institutions (hereafter referred to as "AAGARI")
<https://science.gc.ca/site/science/en/interagency-research-funding/policies-and-guidelines/institutional-agreement>
 - b) The Tri-Agency Financial Administration Guide (2023)
https://www.nserc-crsng.gc.ca/interagency-interorganismes/TAFA-AFTO/guide-guide_eng.asp
 - c) The "Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS2 2022)"
https://ethics.gc.ca/eng/policy-politique_tcps2-eptc2_2018.html
 - d) **Tri-Agency Framework: Responsible Conduct Of Research**
<https://rcr.ethics.gc.ca/eng/framework-cadre-2021.html>
 - iii) The Collaborating Institution has the right and responsibility to withhold or withdraw approval of expenditures proposed by the researcher if the expenditures do not comply with the Sponsor's requirements or with its own Institutional policies. When appropriate, the Collaborating Institution may seek advice or a ruling from the University of Ottawa. When it is appropriate, the Collaborating Institution will also:
 - a) Provide each relevant Co-Investigator at the Collaborating Institution with all relevant information concerning any conditions imposed by the Sponsor on the use of the transferred amount;

- b) Maintain proper accountability by ensuring the application of appropriate policies, systems, procedures and controls to manage the transferred amount in accordance with all the terms and conditions outlined in this Transfer of Funds Agreement;
- c) Administer the funds on behalf of the University of Ottawa for the benefit of any researcher, including the Grant or Award Holder, any co-investigator, and/or collaborator, and/or research personnel at the Collaborating Institution in accordance with the relevant Sponsor's policies as published in their formal guides, and/or program literature;
- d) Ensure that an official delegation of signing authority for the transferred funds to a co-investigator, and/or research personnel at the Collaborating Institution is in place;
- e) Ensure that each of the delegates uses the funds only in the areas permitted in the current Transfer of Funds Agreement and as per the policies, rules and regulations of the Sponsor and the Collaborating Institution.

4) Audit Requirements / Conservation of documents

- i) The Collaborating Institution will retain all expense related documents and vouchers for a minimum period of seven (7) years following the termination of the Transfer of Funds Agreement.
- ii) The Collaborating Institution will allow the University of Ottawa, the Sponsor, or their authorized representatives to review the above mentioned records as well as all facilities involved in the Project within business hours and with three (3) days prior written notice..
- iii) The Collaborating Institution will provide financial statements as stated in the Financial Reporting Requirements section above. The statements must be signed by both the Collaborating Institution's financial authority and the above mentioned Co-Investigator.
- iv) The Collaborating Institution's financial authority's signature certifies that the funds were administered according to the relevant Sponsor's policies and requirements.

5) Intellectual Property: "Intellectual Property" shall mean all patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights.

- i) All rights in any Intellectual Property created in the course of or resulting from the Project, hereinafter collectively referred to as "Project Results" shall belong to the party or parties creating such Project Results and shall be treated in accordance with the policies of the Sponsor, the University of Ottawa and the Collaborating Institution.
- ii) The Parties hereby grant each other and other participants in the Project, a non-exclusive, internal-use, royalty-free license to use and modify any Project Results for no other purposes than:
 - a) Usage within the Project;
 - b) Teaching and the conduct of research;
 - c) Academic evaluation of student performance, including the review and defense of theses.

6) Publication

- i) It is the intention of all parties that the Project Results be published in scientific reviews from time to time, with acknowledgement of the Principal Investigator, every Co-Investigator and financial supporters.
- ii) The parties will remain apprised of any Sponsor's initiatives concerning the mobilization of knowledge for the maximization of the research impacts, related to this study. The parties will accept to collaborate and support such initiatives, where practicable.

iii) The copyrights, at the time of publication, are defined in accordance with the standards of the disciplines and in accordance with individual contribution of the parties towards the publications.

7) Certifications: The Collaborating Institution shall ensure that all certification requirements, including but not limited to: biohazards, human ethics, animal care and radiation safety are met and that certificates are obtained before the transferred amount can be accessed by the Co-Investigator. The Collaborating Institution shall also ensure that such certifications remain valid for the duration of the inter-institutional Transfer of Funds Agreement. Copies of all certificates shall be made available to the University of Ottawa upon request.

8) Indemnity: Each party shall be responsible for all losses, costs, damages and expenses of any nature whatsoever, that it may suffer for any reason whatsoever, or arising from or in any way whatsoever attributable to the present Transfer of Funds Agreement.