**MEMORANDUM OF AGREEMENT**

Dated for reference insert date

**between: XXXX UNIVERSITY,** insert address

 (“**XX**” or “Host Institution”)

**and:** **PARTNER1,** insert address

(“Insert acronym”)

**and:** **PARTNER2,** insert address

(“Insert acronym”)

**and:** **PARTNER3,** insert address

 (“Insert acronym”)

(Individually a “Party”, together the “Parties”)

**WHEREAS:**

1. The Parties wish to collaborate on a research project entitled: ‘[Title]’ (“Research Partnership”) under the scientific direction of insert name of PI(“Project Director” or “PD”).
2. In support of the Research Partnership, Host Institution intends to submit a funding application (“Proposal”) to the Social Sciences and Humanities Research Council of Canada (“SSHRC”) under its Partnership Grants Program (the “SSHRC Program”).
3. SSHRC requires that, as part of the Proposal, Host Institution submit evidence of collaboration including an executed collaboration agreement confirming the intent to work collaboratively to achieve shared goals for mutual benefit in relation to the proposed Research Partnership.
4. Each Party has in support of the Proposal provided a letter of support (“Letter of Engagement”) confirming its interest in participating in the Research Partnership and its commitment to make a cash and/or in-kind contribution to the proposed Research Partnership activities should SSHRC accept the Proposal.
5. The Parties wish to enter into this Agreement to confirm their shared interest and commitment to collaborating in realizing the objectives of the Research Partnership should SSHRC accept the Proposal.

**NOW THEREFORE** the Parties agree as follows:

1. **Proposed Research Partnership**
	1. The Parties hereby confirm their mutual interest and desire to formally participate in the proposed Research Partnership.
	2. The Parties hereby confirm their agreement with the Research Partnership’s proposed goals, anticipated outcomes, methodology, and management structure.
	3. The Parties acknowledge that the success of the Research Partnership is dependent upon mutual trust and agree to endeavour to, in good faith, make available for the benefit of the Research Partnership the contributions identified in each Party’s Letter of Engagement, and such further assistance as may be reasonably necessary to perform the research identified in the Proposal.
	4. Each Party agrees to conduct its share of the Research Partnership in accordance with the specific roles and responsibilities of each Party set out in the Proposal, subject to any changes SSHRC may require as a condition of Proposal acceptance.
	5. Each Party confirms it has read the ‘Governance’ section of the Proposal and concurs with the structure set out therein regarding the plan for governance and the means by which members of the Research Partnership will contribute to the decision-making processes affecting the research, outcomes, and related activities. The Parties acknowledge that the proposed management structure will involve a final determination to be made after consideration has been duly given to the views of the members of the Research Partnership.
	6. The Parties agree to adhere to the following principles in the conduct of activities relating to the Research Partnership:
		1. Open communication and information exchange among the members of the Research Partnership;
		2. Respect for all members of the Research Partnership and the inputs and outputs each member offers to the Research Partnership, including the skills each member brings to the Research Partnership; and
		3. Public accessibility to the outcomes of the Research Partnership.
	7. Upon Host Institution’s receipt of notification from SSHRC that the Proposal has been accepted and funded, the Parties shall negotiate in good faith to establish a collaborative research agreement for the conduct of the Research Partnership; and other arrangements necessary to attain the objectives identified in the Proposal.
2. **Knowledge Outputs and Knowledge Mobilization**
	1. The Parties agree to share, promote, engage, and disseminate outputs of the Research Partnership to the widest possible audience, including but not limited to not-for-profit organizations, private for-profit entities, educational institutions, academic organizations, and any other interested stakeholders, in accordance with the Proposal and the knowledge mobilization plan to be established by the management of the Research Partnership.
	2. Each Party confirms it has read the knowledge mobilization provisions of the Proposal and agrees with the means set out therein by which the outcomes are to be shared, subject to consideration of new potential mechanisms for knowledge mobilization (e.g., new technologies, social working mediums, etc.) or new opportunities that emerge over the course of the Research Partnership.
3. **General Terms**
	1. This Agreement may be executed in counterparts either through original or facsimile or other electronic transmission of signatures, which together shall form an Agreement.
	2. While the Parties intend by this Agreement to establish a contractual relationship relating to the SSHRC Partnership Grant, and acknowledge that SSHRC uses the terms ‘partner’ and ‘partnership’ in its grant program materials and that the relationship intended between the Parties with respect to the Consortium is consistent with SSHRC’s use of the term ‘partner’ or ‘partnership’, the Parties agree that it is not the intention of the Parties to undertake a joint venture or to make any other Party in any sense an agent, employee, or legal partner of any other Party. The Parties expressly agree that they are independent contractors, and this Agreement will in no way create a legal partnership between the Parties, whether at common law or in accordance with any applicable statute, nor have the Parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever.

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**IN WITNESS WHEREOF** the Parties agree to be bound by the terms of this Agreement.

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| **HOST INSTITUTION**  Name: Title: Date: | **PARTNER 1** Name:Title:Date: |
| **PARTNER 2** Name:Title:Date: | **PARTNER 3** Name:Title:Date: |