

**EXAMPLE OF AN INSTITUTIONAL AGREEMENT BETWEEN AN RDC
AND A BRANCH OF THAT RDC
(January 2009)**

This model was developed between the University of Western Ontario (RDC) and the University of Windsor (Branch). It has been used as a model for the Toronto/York, Calgary/Lethbridge and UNB/Moncton agreements.

INTER-INSTITUTIONAL AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2009

BETWEEN

**THE UNIVERSITY OF WESTERN ONTARIO
("WESTERN")**

AND

**UNIVERSITY OF WINDSOR
("WINDSOR")**

Whereas Windsor and Western (individually an "Institution", collective the "Institutions") have collaborated with the University of Manitoba and other Participating Institutions in making application to the Canada Foundation for Innovation with the University of Manitoba as the Lead Institution (the "Lead Institution") for funding of a project known as the "National Research Data Centre Network" (the "Network");

And whereas both Western and Windsor are subject to an Inter-Institutional Agreement (the "IIA") between the Lead Institutions and the Participating Institutions (as identified in the IIA), which defines certain terms and conditions for the funding of the Network;

And whereas Western is also subject to an Agreement (the "Sponsor Agreement") between Statistics Canada and Western, attached as Appendix "A", which defines certain terms and conditions for Western to host a Research Data Centre ("RDC") and applies to the Network;

And whereas Windsor has requested and has been approved to have access to the Network and host a secure laboratory as a Branch Research Data Centre through Western;

And whereas Windsor is subject to terms and conditions specific to its role as a Western based on the Procedures for Opening and Operating a Branch RDC (the "Procedures") as set out in Appendix "B";

And whereas Western is ultimately responsible to the Sponsor and the Lead Institution for the operation of the Branch in its role as a Western for the Network;

And whereas Windsor will receive and respond to all reports, communications and notices made pursuant to this Agreement and with respect to the management of a Branch Research Data Centre.

Now therefore in consideration of the mutual promises and covenants contained in this agreement, Western and Windsor agree as follows:

1. Each Institution warrants, represents, and certifies that:
 - (a) it is bound by this Agreement, the terms of the IIA, the Sponsor Agreement (Appendix "A") and the Procedures for Opening and Operating a Branch RDC (Appendix "B"); and
 - (b) it will ensure that resources are available for its share of the ongoing operation and maintenance of the Network, in accordance with the Sponsor Agreement, the IIA, and the Procedures.

2. Windsor will perform the following functions:
 - construct a Branch RDC facility following the protocol of the Sponsor, including local hardware and software support and all other local costs not elsewhere identified within this Agreement
 - connect to the Wide Area Network once it becomes available
 - promote the Network to researchers at Windsor
 - provide Windsor researchers access to the Network on the basis of approximately twelve (12) hours per week
 - hire and compensate a Statistics Canada employee (Statistical Assistant) to be present whenever the Branch is open.
 - provide funding for the travel of Statistical Assistant to Western, on an as-needed basis
 - ensure that there are video conferencing facilities for orientation (start-up meeting and swearing in) of new researchers and other related exchanges with Western
 - send encrypted versions of output to Western for disclosure analysis
 - cover the costs of the two trips per year to the meetings of the UWORDC Advisory Council, held at Western.

3. Western will perform the following functions:
 - provide the off-site services of a Statistics Canada RDC analyst, including orientation (start-up meeting and swearing in) of new researchers, disclosure analysis and other advice that is part of the responsibility of the Analyst. Orientation to be done by video-conferencing.
 - provide access to the Network located at Western for researchers at Windsor wanting to use both sites

- provide two on-site trips per year (with one overnight stay per trip, at most) of the Statistics Canada Analyst to Windsor for purposes of promotion, development, data installation, and for training of the Statistical Assistant
 - provide reasonable consultative access to personnel of Western for the purposes of Network related hardware and software advice (not to exceed eight hours per year)
 - invite Windsor to attend all related Network presentations and research exchanges at Western (for instance the Applied Statistical Modeling Research Group) on the same basis as they apply to researchers at Western
 - provide video conferencing access to meetings of the Applied Statistical Modeling Research Group and other similar occasions
 - include Network reports, user names and products of Windsor in the annual reports of Western
 - set up a system that will work at institutions for booking time at RDC computers for people from both Western and Windsor, and for booking appointments with Analyst
 - send applicable Network materials received by Western to Windsor (for example, encrypted files)
4. Windsor shall submit to Western invoices for all pre-approved expenditures as per the Budget in Schedule "A". Such invoices shall be sent on a quarterly basis and shall include documentation in accordance with this Agreement. Any over-expenditure by Windsor shall be the sole responsibility of Windsor.
 5. Windsor acknowledges and recognizes that Western will receive funding from the IIA with respect to the Network. Western shall undertake to distribute to Windsor its funding, in accordance with this Agreement.
 6. Each Institution agrees to maintain its Network related supporting documentation for at least seven (7) years following completion of the Project.
 7. Western will submit financial reports to the Lead Institution as required. Windsor agrees to provide reports, documentation or other such information as applicable to assist Western in the preparation of such reports.
 8. At the request of Western, Windsor shall provide a report of the research conducted involving the Network and shall report annually on the impact of the Network on Windsor's research and training activities.
 9. Western shall provide reports to Sponsor in accordance with the Sponsor Agreement.
 10. Windsor shall provide access to the Sponsor, the Lead Institution and Western, to inspect its share of the Network facilities and its accounts and records pertaining to the Network. In the event that the Sponsor reasonably requests information from Western concerning Windsor, Windsor shall provide such information to Western and to the Sponsor, as requested.

11. Western agrees to notify Windsor immediately in the event that:
 - (a) the funding for the Network has been discontinued by the Lead Institution;
or
 - (b) there is any material deviation in budget or costs of the Network; or
 - (c) there are substantive or material changes in the Network.
12. Without affecting in any manner the foregoing provisions of this Agreement, each Institution accepts and agrees to be bound by the terms and conditions of this Agreement, the IIA, the Sponsor Agreement and the Procedures.
13. Each Institution agrees that no single Institution shall acquire any title or ownership right, including copyright, in the intellectual property developed or created solely by the other Institution pursuant to this Agreement. Intellectual property developed solely by one Institution shall be governed by the applicable intellectual property policy of that Institution. Intellectual property developed jointly by both Institutions shall be jointly owned by the respective Institutions and/or researchers of the Institutions, according to the intellectual property policies of the Institutions. Commercialization of any jointly owned intellectual property developed under the Network shall be in accordance with a joint ownership agreement to be entered into by those Institutions and/or researchers of the Institutions involved, taking into account the role of contributions of individuals and Institution in creating the joint intellectual property.
14. Windsor shall not knowingly or negligently perform or cause to be performed any action prohibited under this Agreement, knowingly or negligently fail to perform any action required under this Agreement, that causes or is likely to cause impairment of Western's ability to perform its obligations pursuant to the Sponsor Agreement. If Western's ability is so impaired by Windsor, Windsor shall indemnify Western for any damages or costs arising from the action or failure of or caused by Western.
15. Provided that Western has carried out its duties and exercised its authority under this Agreement in good faith and with reasonable care, it shall not be responsible or liable for any matters which arise during the course of the Network or during the term of this Agreement which are beyond the reasonable control of Western and in its capacity as administrative institution, Western shall, in no event, be liable for any special, indirect or consequential damages to Windsor arising from or out of this Network or this Agreement.
16. In the event of a dispute between Windsor and Western relating to the Network or this Agreement, the Institutions shall refer such dispute to the respective Vice-President (Research, or equivalent position of the affected Windsor, within 10 (ten) days following identification of the dispute and there shall be a period of thirty (30) days to resolve such dispute.

17. This Agreement may only be amended by a document in writing signed by Western and Windsor.
18. All reports, communications and notices to be made pursuant to this Agreement shall be validly and effectively made if made in writing and delivered by first class mail, postage prepaid, or by facsimile, or by personal or courier delivery, and addressed to the party to whom it is intended, as its address as set out below:

Roderic Beaujot
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Cathy Maskell
Associate University Librarian
University of Windsor
Windsor, ON N9B 3P4

19. The term of this Agreement shall commence as of January 1, 2009 and shall continue until August 31, 2010, unless extended by way of a written amendment signed by both parties, save that the provisions of Section 15 shall survive the termination or expiration of this Agreement.
20. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered through electronic means, e.g., facsimile transmission.

In witness whereof the parties have executed this Agreement.

MEMBER:

Name of Organization: The University of Western Ontario

Date: _____

Signature: _____

Name and Title: Dan Sinai, Director, Research Development & Services

MEMBER:

University of Windsor

Name of
Organization:

Date:

Signature:

Name and Title:

Appendix “A” – Sponsor Agreement

Appendix “B” – Canadian RDC Network Procedures for Opening and Operating a Branch RDC

Schedule “A” Budget Breakdown

The following costs will be paid to Western by Windsor:

- Partnership fee of 20% of the Statistics Canada service contract based on the cost of one analyst (in 2008-09 this is \$118,500).
- In the year that the Branch opens, the previous partnership fee of \$5000 per year will be pro-rated for the months that the Branch was not open and the new fee for the remaining months.
- Cost of the Statistical Assistant(s) based at Windsor (in 2008-09 this is \$18,100 for 12.5 hours per week).
- Travel of Western’s Analyst to the Branch for any trips beyond the two trips per year covered in the partnership fee.

The following costs will be paid to Windsor by Western:

- 100% of the funds that Western receives from the Lead Institution on behalf of activity and output at Windsor (for example, in 2007-08, Western received \$11,626 based on its 4.69% share of all projects in the Network).
- 50% of the funds that Western receives from the Lead Institution on behalf of partnership fee paid by Windsor will be returned to Windsor (in the current allocation formula, the formula allocates 15% of the partnership fee to the host RDC, in the current year, this is \$750 based on the partnership fee of \$5000).
- Once Windsor is itself part of the allocation formula from the Network, 100% of the branch transfers for Windsor that Western would receive will be returned to Windsor (in the current allocation formula, Branches that were present at the time of the SSHRC/CIHR application receive an average payment of about \$10,000).
- 75% of the cash facility fee payments for contracts executed at Windsor will be returned to Windsor (the going rate of contracts is \$3,500 per year or per contract).

Note: all transfers will be made at the end of the budget year during which they were received.

**EXAMPLE OF BRANCH COSTS PREPARED BY CIQSS FOR
BRANCH COSTS IN 2005**

	AVERAGE RDC	SATELLITE I	SATELLITE2
Annual Local Costs			
Statistics Canada Analyst and support	100,000 \$		
Director buy-out of time and responsibilities	18,000 \$	6,000 \$	6,000 \$
Student support for longer opening hours	10,800 \$	15,000 \$	30,000 \$
Statistical and methodological services	35,000 \$	7,000 \$	10,000 \$
Secretarial services	20,000 \$	3,000 \$	5,000 \$
Supplies	2,000 \$	2,000 \$	2,000 \$
Computer software and supplies	10,000 \$	5,000 \$	5,000 \$
Computer assistance (on campus contracts)	25,000 \$	10,000 \$	15,000 \$
Computer depreciation and replacement	20,000 \$	7,000 \$	15,000 \$
Local governance, conferences, receptions	2,500 \$		
Travel costs for Stats Can Analysts		2,000 \$	2,000 \$
Workshops (3,000 per workshop, 2 per year)	6,000 \$		
Total	199,300 \$	57,000 \$	90,000 \$
University Overhead (40% of eligible costs)	79,720 \$	22,800 \$	36,000 \$
Total local costs per Centre	279,020 \$	79,800 \$	126,000 \$