

Schedule "A" - Agreement

AN AGREEMENT MADE _____, 2010

AMONG:

Dalhousie University
Memorial University
The University of New Brunswick
The University of Prince Edward Island

(collectively the Universities and individually a University)

WHEREAS:

The Universities have determined to support an association known as the Atlantic Association for Research in the Mathematical Sciences (AARMS) to facilitate and promote the mathematical sciences in New Brunswick, Newfoundland & Labrador, Nova Scotia and Prince Edward Island.

THE UNIVERSITIES AGREE AS FOLLOWS:

DEFINITIONS:

"Affiliated Institutions" means an institution in the category of Affiliated Institutions established by the Board pursuant to Article 4.2.9;

"Board" means the Board of Directors established pursuant to Article 4;

"Director" means the Director of AARMS appointed pursuant to this agreement

"Executive Member" means a member of the Executive Committee of AARMS appointed pursuant to this agreement;

"AARMS Activities" means those research, educational and other activities carried out pursuant to this Agreement and which are funded by AARMS using moneys held by the Administrative Centre on behalf of AARMS or moneys received by or conveyed to the Universities by third parties with the intent that the funds be used for AARMS Activities, or, which AARMS and the Universities determine will be AARMS Activity by operation of this Agreement;

"Senior Academic Administrator" means the President, a vice-president, or a Faculty Dean of a University.

All other terms are defined in the Article in which the term first appears and are thereafter capitalized.

1. ESTABLISHMENT OF AARMS

AARMS is an organization whose members are Universities pursuant to which each of the Universities will participate in the Board panels, and committees constituted under this Agreement and through which each of the Universities may commit staff and resources to the fulfillment of the mission of AARMS.

2. OBJECTIVES

The objective of AARMS to facilitate and promote the mathematical sciences in Newfoundland and Labrador, New Brunswick, Nova Scotia and Prince Edward Island will be achieved by:

2.1 Strengthening ties and collaboration between the mathematical scientists in the academic community, in the industrial and business sector, and in government;

2.2 Enhancing education and training in mathematical sciences, and broadening communication of mathematical ideas;

2.3 Creating strong mathematical partnerships and links within Canada, and internationally.

2.4 Promoting education and research in mathematics.

3. RESTRICTIONS ON COMMITMENTS

3.1 Except for the appointment of individuals to the Board, panels and committees and the appointment of an Executive Member and except for the obligation of Dalhousie University to act as Administrative Centre, no institution is by execution and delivery of this Agreement nor as a result of any actions taken or decisions made by AARMS or any one or more of the Universities pursuant to this Agreement required to commit staff or resources to the fulfillment of the mission of AARMS unless by separate written agreement or commitment of the other Universities.

3.2 The purpose of this Agreement is not to form a joint venture or partnership between the Universities but to establish a procedure for achieving shared goals in AARMS and for collaboration in research.

4. BOARD OF DIRECTORS

4.1 Membership

The Board will consist of:

4.1.1 A Senior Academic Administrator from each of the Universities appointed by the University, for such term or terms as the appointing University may determine;

4.1.2 The Director and the Deputy Director;

4.1.3 Four to six Board-appointed mathematical scientists, including at least one from each of Newfoundland and Labrador, New Brunswick, Nova Scotia and Prince Edward island;

4.1.4 Two to four Board-appointed representatives from the business, industry, and resource sectors preferably. Before making appointments, the Board will invite nominations from individuals and organizations actively interested in AARMS. Appointments will be made at a Board Meeting and nominations will be accepted up to (and including) the Board Meeting; and

4.1.5 Executive Committee Members.

4.1.6 The Directors of Fields, PIMS and CRM, so long as these Institutes continue to provide significant funding to AARMS.

Non-voting observers named by those governmental agencies providing major funding for AARMS (one per agency).

Normally Board members in categories 4.1.3 and 4.1.4 will serve terms of 3 years, and Board members in category 4.1.5 will serve terms of 5 years. Board members will recuse themselves if either (1) a matter before the Board may conflict with their duties to their primary institution, or (2) a matter concerns a contract between AARMS and their primary institution and they will have supervisory responsibilities over the contract on behalf of the primary institution or (3) they have a personal conflict of interest with respect to a matter before the Board.

4.2 Powers, Duties and Responsibilities

The Board will have final responsibility for all aspects of AARMS operations. In particular, the Board will set policy, monitor operations, and establish mechanisms for fiscal accountability. Specifically the Board will have the following powers, duties and responsibilities:

4.2.1 Elect a Chair from its members; from those in category 4.1.4 if possible;

4.2.2 Elect a Deputy Chair from its members, who will be responsible for chairing the Board in the absence of the Chair;

4.2.3 Approve AARMS expenditures and utilization of resources;

4.2.4 Determine the use of discretionary funds from federal, provincial, state, corporate and private sources and any general revenues resulting from AARMS activities;

4.2.5 Appoint and replace or remove the Director;

4.2.6 Appoint and replace such committees, scientific and administrative officers as herein provided or as deemed necessary by the Board to implement the objectives of AARMS with such powers, duties and responsibility as may be assigned or delegated by the Board;

4.2.7 Publicize and promote AARMS and AARMS activities to industry, government, the research community, and the general public in the Atlantic region and nationally;

4.2.8 Establish the category of Affiliated Institutions and set the rules for the admission and removal of Affiliated Institutions; and

4.2.9 Determine the rights, privileges and obligations of Affiliated Institutions and determine whether an affiliate status should be granted.

4.3 General Board Meetings (GBM)

The Board will have two annual meetings, to be held in April and October, to consider the year's activities, to discuss matters related to AARMS orderly operation, and to deal with such other matters as may properly be placed before the Board. The GBM will be conducted as follows:

4.3.1 At least one month's notice will be given of an item to be considered at an GBM. The Chair of the Board will chair the GBM.

4.3.2 Each voting Board member will have one vote. A quorum will consist of more than fifty percent of voting Board members or their proxies. Voting Board members may be represented by proxy.

4.3.3 Decisions will be taken on the basis of strict majority of those present or represented by proxy except that changes to this Agreement and a replacement of the Administrative Centre will require two-thirds majority of the full membership of the Board and ratification by two thirds majority of the Universities.

4.3.4 The Chair of the Board may invite any other person to attend the GBM.

5. EXECUTIVE COMMITTEE

The Board will appoint an Executive Committee to be responsible for the day-to-day management of AARMS with such delegated authority of the Board as the Board considers is required. Normally, a member of the Executive Committee will be appointed for a five-year term. A Member of the Executive Committee will co-ordinate AARMS Activities at their respective Universities and perform such additional duties as may be assigned by the Director.

The Executive Committee will consist of:

5.1 The Director and Deputy Director.

5.2 One representative from each of Dalhousie, Memorial and UNB.

5.3 Two members from other affiliated universities.

5.4 Such other members as the Board considers are required.

The Executive Committee will:

- 5.5 Serve as a group for the Director to consult on matters of policy development and interpretation and budget preparation;
- 5.6 Review and recommend to the Board proposed changes to this Agreement;
- 5.7 Review the budget before presentation to the Board at its GBM; and
- 5.8 Recommend to the Board, on the advice of the Director, the appointment of an auditor.

6. DIRECTOR

The Director will be appointed by the Board, on the recommendation of a Search Committee appointed by the Board. The Director will serve for a three to five-year term as determined by the Board and may be re-appointed for subsequent three to five-year terms. The Director will be the Chief Executive Officer of the association and is not required to be located at the Administrative Centre. The Director will:

- 6.1 Provide scientific leadership;
- 6.2 Serve as a member of the Board and ex officio member of the Steering Committee;
- 6.3 Chair the Executive Committee;
- 6.4 Serve as a member of the Scientific Review Panel;
- 6.5 Solicit and initiate programs;
- 6.6 Provide to the Board annual financial reports and semi-annual activity reports;
- 6.7 Undertake such additional duties and responsibilities as may be requested by the Board.

7. DEPUTY DIRECTOR

The Board of Directors will appoint, on the recommendation of the Executive Committee, one Executive Committee member as Deputy Director. The Deputy Director will serve for up to 5 years and may be reappointed. The Deputy Director will:

7.1 Serve as acting Director during lengthy absences of the Director or in the event the Director is otherwise unable to perform the duties of Director;

7.2 Serve as the non-voting Chair the Scientific Review Panel

8. SCIENTIFIC REVIEW PANEL

8.1 The Scientific Review Panel will consist of twelve to fifteen Board appointed mathematical scientists, to be chaired by the Deputy Director. The members of the panel and will be responsible for:

8.1.1 The review and selection of scientific proposals making a request for more than \$5000, or as amended by the Board, concerning research in the mathematical sciences and determination of their funding levels;

8.1.2 The assessment of applications to AARMS' annual Postdoctoral Fellowship program;

8.1.3 Providing advice on long-term scientific planning for AARMS; and

8.1.4 Recommending to the Board on the appointment and replacement of members of the Scientific Review Panel.

8.2 Proposals for activities not covered by Article 8.1.1 will be referred to the Scientific Review Panel for information and comment.

8.3 The Board will appoint between 12 and 15 members to the Scientific Review Panel, for two year renewable terms. There will be a maximum of five members from Atlantic Canada and a minimum of two international members. These members will be composed of authorities in the sciences and engineering who are actively engaged in mathematical sciences. The interests of such members must reflect a balance among the various areas of mathematics and its applications.

8.4 The Deputy Director will be the only member of the Executive to serve as a non-voting member on the Scientific Review Panel.

9. This Article left intentionally blank

10. INITIAL APPOINTMENTS

The Universities agree that upon the effective date those persons named in Schedule A will be deemed appointed to the Board and to such other Committees and Panels as are indicated to serve until the first AGM of the Board at which time the membership of the Board and other Committees and Panels will be appointed, reappointed, replaced, or elected in accordance with the provisions of this Agreement.

11. ADMINISTRATIVE CENTRE

11.1 The Executive Committee will determine the University that will serve as the Administrative Centre.

11.2 The powers, duties and responsibilities of the Administrative Centre will be:

11.2.1 To receive and administer funds paid to AARMS in accordance with this Agreement;

11.2.2 To maintain proper books and accounts; to provide the Board and AARMS officers with information to assist in the financial management of AARMS; to provide statements of expenditure;

11.2.3 To transfer to the Universities, as received, those funds which are budgeted for the AARMS activities at their sites;

11.2.4 To house the AARMS administrative staff on negotiated terms;

11.2.5 To receive and administer third-party funds specifically designated as contributions to AARMS Activities and, as trustee of those funds, to act and do things that are required to ensure the terms of contribution are met. Nothing in this Article will preclude funds specifically designated as contributions to AARMS Activities being received and administered by the University which is to be the primary beneficiary of the contribution on the understanding that the Administrative Centre will then have no obligation of trust in respect of such contributions, however, the receiving University must report the contribution to the Administrative Centre within 30 days of receipt of such fund, and must use those funds only for approved activities as determined by the Board pursuant to section 4.2.4 and 4.2.5.

11.3 Relocation

Subject to the terms of any funding agreement with provincial governments, mathematical institutes or national funding agencies, and with the agreement of the University chosen as the new Administrative Centre, the Board may relocate the Administrative Centre upon a two-thirds vote of the full voting membership of the Board that is ratified in writing by two-thirds of the Universities. The outgoing Administrative Centre agrees to do everything necessary to affect an orderly transfer of the responsibilities of the Administrative Centre consistent with the agreements and obligations the Administrative Centre has entered into on AARMS behalf.

12. EMPLOYEES AND EMPLOYMENT

Individuals hired with AARMS funds will be employed in accordance with the applicable policies of the University by which they are paid.

13. OWNERSHIP OF EQUIPMENT

13.1 Minor Capital Equipment

Minor Capital Equipment (capital equipment costing less than \$10,000 and purchased with AARMS funds) will be the property of the purchasing University. The purchasing University agrees to allow other Universities to use the equipment for AARMS activities on reasonable terms. Service and user fees, if any, may not exceed internal use rates and may be applied only if the University charges internal users for the same use or services.

13.2 Major Capital Equipment

Major Capital Equipment (capital equipment costing more than \$10,000 and purchased with AARMS funds) will be held in trust by the purchasing University as legal owner for the benefit of all the Universities. The purchasing University agrees to allow other Universities to use the equipment for AARMS activities on reasonable terms. Service and user fees, if any, may not exceed internal use rates and may be applied only if the University charges internal users of the same use or service.

13.3 Maintenance

The University at which Major Capital Equipment is located will keep the equipment in a good repair during its useful life span.

13.4 Relocation/Disposal

13.4.1 The Board may direct that Major Capital Equipment be relocated and the University at which the equipment is located agrees to comply with the request. If the relocation is permanent or indefinite, the receiving University will assume ownership. The costs of relocation will be paid by AARMS.

13.4.2 The Universities agree to notify AARMS if any Major Capital Equipment is no longer required for AARMS activities. They may require the equipment to be relocated or may authorize the University to dispose of the Major Capital Equipment in accordance with the University's policies. Net proceeds from the disposal of AARMS Capital Equipment will be returned to AARMS or used by the University for purposes approved by AARMS.

13.4.3 Minor Capital Equipment which is no longer required for AARMS activities may be reassigned or disposed of in accordance with the University's policies and the proceeds, if any, may be retained by the University.

14. CONDUCT OF AARMS ACTIVITIES

Participants in AARMS Activities will comply with the applicable policies of their Universities. Applicable policies may include, but are not limited to use of human subjects, health and safety, intellectual property, publication, the conduct of research, scholarly integrity, conflict of interest, ethics,

environmental protection, and animal care.

15. INTELLECTUAL PROPERTY

15.1 Intellectual Property includes, but is not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, software design, or trade secret law.

15.2 Intellectual Property made available for AARMS Activities and owned by the Universities and/or individual participants before the effective date of this Agreement will continue to be the property of the owner and use of the Intellectual Property will be restricted, unless otherwise agreed, for the purposes of AARMS Activities. No publication, commercial use, or disclosure of such Intellectual Property will be made without the written consent of the owner.

15.3 Unless another written arrangement is made, Intellectual Property arising from AARMS Activities and which is conceived and developed solely by the individual participants of one University will be owned by that University or the individual participants in accordance with the applicable policies of the participants' University.

16. CONFIDENTIALITY

Unless otherwise agreed in writing, it is understood that AARMS' Activities under this Agreement are non-confidential. If confidential data or information (Confidential Information) must be exchanged or communicated, the University or individual participant which communicates Confidential Information must clearly identify the information as Confidential Information; the recipient of Confidential Information, in accepting the Confidential Information, then has the obligation to take all reasonable measures to maintain the confidentiality of the information.

17. INDEMNIFICATION

17.1 Each University is liable for its own losses, costs, damages, and expenses of any nature which it may suffer, sustain, pay or incur, or become liable for to a third party, by reason of any matter or thing arising out of, or in any way attributable to AARMS Activities, except where such losses, costs, damages, and expenses are the result of the breach of any term of this Agreement by another University, or another University's employees, agents, or subcontractors, in which event a University not in breach will be entitled to recover such losses, costs, damages, or expenses from the University in breach.

17.2 Each University (the "Indemnifying University") agrees to indemnify, defend, and hold harmless the other Universities from any action, claim, demand, loss, cost, damage, or expense of any nature that the other Universities may suffer, sustain, pay, or incur by reason of any matter or thing arising directly or indirectly out of the Indemnifying University's negligent acts or omissions in performance of this Agreement, or the negligent acts or omissions of the Indemnifying University's employees, officers, or students.

17.3 Notwithstanding the above, the Universities recognize that specific research activities may require different arrangements. In such cases, the arrangements will be in writing and will take precedence over provisions of this Agreement.

18. DISPUTE RESOLUTION

18.1 Mediation

Disputes which the Universities cannot resolve by negotiation will be submitted first to

18.2 Arbitration

Disputes which the Universities cannot resolve by mediation may be submitted by any University to arbitration . The Universities which are parties to a dispute will appoint an arbitrator to adjudicate the issue, and the arbitration will be held in a location selected by the arbitrator after having consulted with the parties and having regard for the traveling expense the parties will incur. If the Universities involved cannot agree on one arbitrator, each will appoint one arbitrator and the appointed arbitrators will appoint a voting Chair, and the arbitrators so chosen will constitute the panel.

18.3 Binding Decisions

The arbitrator or panel decision, which will require a two-thirds majority, will be binding on the parties. The Universities will each bear its own proportionate share of arbitration costs unless or until otherwise awarded by the arbitrator or panel. It is agreed that the arbitrator shall not have the power to order any University to disclose information or documentation where such an order would place the University in contravention of any applicable government legislation regarding the privacy and disclosure of information or documentation.

18.4 Criteria

In negotiation, mediation and arbitration, the decision makers will first refer to this Agreement, and the intentions of the parties, in that order, to assist in resolving disputes.

19. CONTRACTING

Contracting for activities to be undertaken by AARMS will be negotiated through and entered into by the University at which the majority of the activity will be carried out (as sole or prime contractor) or through the Administrative Centre, whichever is appropriate. The Universities will facilitate contracting for funded AARMS' activities, subject to AARMS related contracts fully complying with the contracting University's applicable requirements. AARMS' Director will ensure that the Universities are informed of initiatives which may lead to contracts for AARMS' activities and AARMS' researchers will involve the University's contracts administration in the preparation of, and obtain their approval for, any sponsorship proposal which may result in a contract.

20. WITHDRAWAL

A University may withdraw from AARMS upon one year's written notice. In the event a University withdraws, the remaining Universities will continue with AARMS on the terms and conditions herein except that the terms and conditions will be changed and modified where necessary to reflect the reduced number of Universities participating in AARMS. A withdrawing University will provide for an orderly wind-up of AARMS activities at the University and will refund to AARMS any unexpected uncommitted funds advanced by AARMS through the Administrative Centre for AARMS' activities.

21. AMENDMENT

This Agreement may be amended by written agreement of two-thirds of the Universities provided that all Universities and voting Board members have been given 30 days written notice of the proposed amendments. A dissenting University may withdraw, the effective date of the withdrawal to be determined by negotiation between AARMS and the withdrawing University.

22. TERMINATION

This Agreement may be terminated at any time on the written approval of all the Universities.

23. MISCELLANEOUS

23.1 Jurisdiction

This Agreement shall be deemed to have been executed in Canada and any disputes arising under this Agreement or in relation to this Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia, the administrative center of AARMS.

23.2 Delays in Payments

Each University acknowledges to the others that delay in reporting or accounting may result in the reduction of payments to AARMS and consequential reductions in the moneys paid by the Administrative Centre to the delinquent University.

23.2 Uncontrollable Circumstances

No University will be liable to any of the others for any failure or delay in performance caused by circumstances beyond its control including, but not limited to, acts of God, fire, labour difficulties, or government action.

23.4 Enforcement

No failure to enforce any provision of this Agreement will be construed as a waiver of the provision or a waiver to enforce each and every provision.

23.5 Waiver of Breach

Waiver of any breach will not be deemed to be a waiver of any other or future breach, even if similar in nature.

23.6 Further Assurances

The Universities will do all acts and execute all further assurances as required to give effect to the terms of this Agreement and the intentions of the Universities.

23.7 Survival of Certain Provisions

The Confidential Information, Intellectual Property, and Indemnity terms of this Agreement will survive the earlier termination of this Agreement for an additional five years.

23.8 Notice

Required notices under this Agreement will be given by prepaid cost, courier, or electronic transmission means to the address set forth on the parties' execution document. Notices delivered by prepaid cost will be deemed received on the fifth business day following dispatch. Notices delivered by courier or electronic transmission means will be deemed received on the business day following the day of dispatch.

23.9 Overhead

The Universities agree not to charge overhead or other levies on grants received on behalf of AARMS or to support AARMS' activities beyond the overhead costs included in the award. Overhead may be charged on contracts in accordance with the contracting University's policies.

24. EFFECTIVE DATE

This Agreement will come into force on the latest date of execution by all the Universities.

IN WITNESS WHEREOF, the duly authorized officers of the University and the Institute have executed this Agreement on the date first written above.

DALHOUSIE UNIVERSITY

Witness Name:

Title:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Witness Name:

Title:

THE UNIVERSITY OF NEW BRUNSWICK

Witness Name:

Title:

THE UNIVERSITY OF PRINCE EDWARD ISLAND

Witness Name:

Title: