

2 - OBLIGATIONS OF THE PARTIES

A - The Parties agree to cooperate in the provision of administrative arrangements for each fiscal year.

B - The CFIA agrees to:

- Provide administrative support services to HC, through PMRA, at its laboratory located at Building 22, Central Experimental Farm, located at 960 Carling Avenue, Ottawa, Ontario;
- Pay actual costs incurred for non-pay support services as set out in the attached addendum. This addendum forms part of this MOU;
- Invoice PMRA for actual costs for non-pay support services;
- Send a copy of maintenance contracts to PMRA when those contracts are for both CFIA and PMRA equipment;
- Provide analytical instrument time to HC, through PMRA, as a contingency plan. CFIA instrument time will be granted to HC only if it does not impede CFIA's own deliverables and only under the supervision of CFIA's instrument custodian (as to ensure no damage incurs to the instrument due to lack of training or sample incompatibility). Although CFIA will do everything possible to accommodate HC during a contingency, CFIA has the right to refuse analytical instrument time due to deliverables, sample incompatibility, lack of resources or any other valid reasons;
- Provide freezer storage space to HC, through PMRA, as a contingency plan. CFIA freezer storage space will be granted to HC only if such freezer space is available and that it would not impede CFIA's sample integrity; and
- Reimburses HC for the provision of contingency services related to analytical testing and sample storage each fiscal year and any related actual costs, if these costs are considered to be significant by both parties (based on the length of the contingency and resources incurred.)

C - HC agrees to:

- Reimburse CFIA for the provision of administrative support services and any actual costs incurred for non-pay support services as described in the attached addendum;
- Administer and pay for all other activities such as those described in the attached addendum;
- Ensure that CFIA receives acquisitions procured by PMRA;
- Provide analytical instrument time to CFIA as a contingency plan. HC instrument time will be granted to CFIA only if it does not impede HC's own deliverables and only under the supervision of HC's instrument custodian (i.e. responsible officer) (as to ensure no damage incurs to the instrument due to lack of training or sample incompatibility). Although HC will do everything possible to accommodate CFIA during a contingency, HC has the right to refuse analytical instrument time due to deliverables, sample incompatibility, lack of resources or any other valid reasons;
- Provide freezer storage space to CFIA, as a contingency plan. HC freezer storage space will be granted to CFIA only if such freezer space is available and that it would not impede HC's sample integrity; and
- Reimburses CFIA for the provision of contingency services related to analytical testing each fiscal year and any related actual costs, if these costs are considered to be significant by both parties (based on the length of the contingency and resources incurred.)

3 - TERM

This MOU shall be effective from the date the last Party signs this Memorandum of Understanding (MOU) and it shall remain effective until both Parties mutually agree to cancel it.

4 - AMENDMENTS

No amendment of this MOU nor waiver of any of its terms and provisions shall be deemed valid unless effected by a written amendment.

5 - REPRESENTATIVES OF THE PARTIES

A - The representative of the CFIA for purposes of any issue related to the administration of this MOU shall be:

Stephen Norman
Director
Ottawa Laboratory (Carling)
960 Carling Avenue
Bldg # 22, C.E.F.
Ottawa, ON K1A 0Y9
Phone: (613) 759-1207

or anyone authorized, in writing, on their behalf.

B - The representative of the CFIA for purposes of any issue related to the administration of this MOU shall be:

David Blais
Section Head, Laboratory Services
Compliance, Laboratory Services and Regional Operations Directorate
960 Carling Avenue
Bldg # 22, C.E.F.
Ottawa, ON K1A 0C6
Phone: (613) 759-1217

or anyone authorized, in writing, on their behalf.

6 - Notices

Any notice to be given by one Party to the other Party for the purposes of this MOU could be given by either courier, e-mails, phone calls or during meetings.

7 - Dispute Resolution

Each Party shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected with this MOU by informal discussion and negotiation only.

8 - Entire Agreement

This MOU constitutes the entire agreement between the Parties on the subject matter hereof and supercedes all prior agreements, communications and understandings of any nature, verbal or written.

IN WITNESS THEROF this MOU has been executed by the authorized representatives of the Parties in duplicate on the dates indicated below, the latter of which is deemed the effective date of this MOU.

Signed at Ottawa in the province of Ontario.

This 17 day of December 2015

For the **CANADIAN FOOD INSPECTION AGENCY**

on behalf of Karen Jesset: Nancy Rheault
Name: Karen Jesset
Title: Laboratory Executive Director,
Atlantic Ontario Laboratories Network
(Nancy Rheault)

Signed at Ottawa in the province of Ontario.

This 15 day of December 2015

For **HEALTH CANADA**

Diana Dowthwaite
Name: Diana Dowthwaite
Title: Director General
Compliance, Laboratory Services and Regional Operations Directorate

ADDENDUM TO MOU BETWEEN CFIA AND HC

1 - Actual costs for non-pay and support services are as follows:

- Connection systems (voice mail, telephones, copiers, faxes)
- Maintenance of connection systems
- Support systems (administrative and IT)
- Stores
- Accommodations (including meeting rooms)
- Health, Safety & Security
- Mail / Courier (including shipment of samples)

2 - Support services are as follows:

Support Services	Percentage of FTE Resources
Chief	5
Admin. Assistant (security, health & safety)	10
Admin. Services	10
Shipping / Receiving / Stores	20
Accommodations / Facilities	5
Mail / Records	5
TOTAL	55