



## **CONTRIBUTION AGREEMENT**

Office of the Privacy Commissioner of Canada  
Contributions Program 2014-2015

**Project Title:** Co-Designing Open Badges for Privacy Education with Canadian Youth

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**THIS AGREEMENT** is made,

**Between:** Her Majesty the Queen in Right of Canada, represented by the Privacy Commissioner of Canada (hereinafter referred to as the "Commissioner")

**And:** Mozilla Foundation (hereinafter referred to as the "Recipient")

**WHEREAS** under the *Personal Information Protection and Electronic Documents Act* (PIPEDA), the Commissioner has the authority to undertake and publish research that is related to the protection of personal information, and to develop and conduct information programs to foster public understanding of privacy issues;

**AND WHEREAS** the Contributions Program of the Office of the Privacy Commissioner of Canada has as its objectives to further these purposes by supporting capacity development in the area of privacy research, promoting the dissemination of research results to help enable policy development in the areas of privacy and data protection, and foster public understanding of the rights and obligations set out under PIPEDA;

**AND WHEREAS** projects are funded under the Contributions Program of the Office of the Privacy Commissioner of Canada to address issues relevant to PIPEDA and its application, and to disseminate knowledge on privacy promotion and protection to Canadians;

**AND WHEREAS**, as per the purposes of PIPEDA, the Commissioner agrees to provide financial assistance to the Recipient for the project described in Schedule A to this Agreement in the manner and upon the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of their respective obligations set out below, the Commissioner and the Recipient agree as follows:

## **1. DEFINITIONS**

1.1. Unless otherwise defined herein, the following terms shall have the following meanings:

- a) "Agreement" means this agreement together with all Schedules, and includes all amendments made in writing between the parties.
- b) "Audit" means an examination by the Commissioner of the accounts, records or other necessary information of the Recipient, including files, information, databases, reports and invoices for costs for which reimbursements have been claimed.
- c) "Commissioner" means the Privacy Commissioner of Canada appointed pursuant to section 53 of the Privacy Act, or her delegate.
- d) "Contribution" means the conditional financial payment from the Commissioner to the Recipient, described in more detail and the amount of which is set out in Schedule A to the Agreement.
- e) "Costs Incurred" means Eligible Costs paid by the Recipient as of the Effective Date of this Agreement for goods and services received by the Recipient before the end of the applicable Fiscal Year.
- f) "Default" means any of the events specified in Section 8.1 of this Agreement, the occurrence of which constitutes an Event of Default, or becomes an Event of Default with the passage of time.
- g) "Effective Date of this Agreement" means the latest date at which both parties have signed this Agreement.
- h) "Eligible Costs" means the permissible costs related to the activities of the Project, as set out in Schedule B.
- i) "Event of Default" has the meaning assigned to it in section 8.1 of this Agreement.
- j) "Fiscal Year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year.
- k) "Indirect Administrative Expenditures" means that portion of Eligible Costs that are not specifically related to the Project but are permissible up to a maximum of 15% of the total Eligible Costs.
- l) "Interest Rate" is as defined in the Treasury Board's Interest and Administrative Charges Regulations, in effect on the due date.
- m) "Material Change" means a change of any aspect of the estimated total scope of the Project, the nature of the Project, the estimated Eligible Costs, the Project financing, the legal status of the Recipient, or the key Project personnel, that the Commissioner, acting reasonably, determines to be material and notifies the proponent in writing.

- n) "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5.
- o) "Project" means the project described in Schedule A, including all deliverables set out thereunder.
- p) "Project Completion Date" means the day on or before which the Project must be completed and delivered in final form to the Commissioner.
- q) "Project General Ledger" means an itemized and reconciled statement of all Eligible Costs incurred during the period being claimed as well as any other details the Recipient deems appropriate to submit regarding Eligible Costs being claimed.
- r) "Progress Report" means a written report in the form specified by the Commissioner in Schedule D.
- s) "Recipient's Authorized Representative" means the Recipient's representative who is vested with signing authority for invoicing purposes.
- t) "Revised Deliverables Date" means the day on or before which the Recipient must submit revised deliverables to the Commissioner, where applicable.
- u) "Schedule" means a schedule to the Agreement.

## **2. DOCUMENTS FORMING PART OF THIS AGREEMENT**

2.1. The following documents form an integral part of this Agreement:

- a) The Agreement
- b) Schedule A (Project)
- c) Schedule B (Eligible Costs)
- d) Schedule C (Project Expenditures Report)
- e) Schedule D (Project Progress Report #1)
- e) Schedule E (Project Progress Report #2)

2.2 The Recipient's funding proposal and project description presented for consideration to the Commissioner is also an integral part of this Agreement.

## **3. KEY DATES AND DURATION OF THE AGREEMENT**

3.1. The Effective Date of this Agreement is **the latest date at which both parties have signed this Agreement.**

3.2. The Project Completion Date of this Agreement is **March 31, 2015.**

3.3 The Revised Deliverables Date of this Agreement is **June 30, 2015.**

3.4 Notwithstanding section 3.3. above, the last date on which the Recipient may claim eligible expenses under this Agreement is **March 31, 2015.**

**4. THE CONTRIBUTION**

- 4.1. Subject to all other provisions of this Agreement, the Commissioner will make a Contribution to the Recipient in respect of the Project of the lesser of:
- a) 100% of the Eligible Costs; or
  - b) **\$ 50,000.00**
- 4.2. The maximum amount that the Commissioner shall pay under this Agreement is the amount of the Contribution.
- 4.3. Disbursement under the Contribution will not exceed the following amounts:
- a) In Fiscal Year 2014-2015: **\$ 50,000.00**
  - b) In Fiscal Year 2015-2016: **\$ 0.00**
- 4.4. The Commissioner will have no obligation to pay any amount in any other Fiscal Year, than those specified in section 4.3 above.
- 4.5. The Recipient hereby confirms that no other federal, provincial or municipal government financial, non-monetary or in-kind assistance in respect of the Eligible Costs of the Project has been requested or received, other than those described below:

<b>Jurisdiction</b>	<b>Amount</b>	<b>Funding Department/Agency</b>
Federal:	\$	
Provincial:	\$	
Municipal:	\$	
<b>Total:</b>	<b>\$</b>	

- 4.6. The Recipient shall promptly inform the Commissioner in writing of any change to the amount of federal, provincial or municipal government assistance identified in section 4.5 of this Agreement to be received for the Eligible Costs, or any other federal, provincial or municipal government assistance for the Project received during the course of the Agreement. Such notice must be made promptly in writing, and in any case, not later than thirty (30) days following the change to existing assistance, or the receipt of new

assistance, as the case may be.

- 4.7. In the event where financial assistance, including federal, provincial and municipal assistance, exceeds anticipated funding levels, the Commissioner will have the right to either reduce the Contribution to the extent of any excess assistance or require the Recipient to repay such excess assistance forthwith on a pro-rated basis.

## **5. MATERIAL CHANGES**

- 5.1. The Recipient will ensure that no Material Changes are made without the prior written consent of the Commissioner.

## **6. ANNUAL APPROPRIATIONS**

- 6.1. Any payment by the Commissioner under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made. Any payment is subject to cancellation or reduction, and this Agreement may be terminated by the Commissioner, in the event that funding levels are changed by Parliament.
- 6.2. If cancellation, reduction or termination pursuant to 6.1. is to occur, the Commissioner will provide the Recipient with thirty (30) calendar days written notice of the cancellation, reduction or termination and shall reimburse the Recipient for any Costs Incurred up to the date upon which the cancellation, reduction or termination is to take effect.

## **7. PAYMENT PROVISIONS**

- 7.1. In order to receive final payment, the Recipient shall submit on the Project Completion Date **(March 31, 2015)** to the satisfaction of the Commissioner:
- a) the Project;
  - b) a one-page/250 word summary of the Project, which may be provided in either one of the two official languages; and
  - c) payment documentation, consisting of either:
    - 1. a written final claim for payment of the Costs Incurred under this Agreement, or
    - 2. a written estimate of the total Costs Incurred or to be incurred under this Agreement.
- 7.2. As applicable, the Recipient shall submit to the Commissioner the written final claim for payment no later than **April 15, 2015**.
- 7.3. In order to receive final payment, the Recipient shall also submit to the Commissioner the

URL/Internet address where the Project will be posted on a publicly available website, no later than **May 15, 2015**.

- 7.4. In addition to a written final claim for payment as provided for in section 7.1. and 7.2., the Recipient may submit to the Commissioner interim written claims for payment either at mid-year, or on a quarterly basis, as agreed by the parties.
- 7.5. The written final claim, or interim written claim (where applicable), for payment shall include:
- a) an Invoice for payment of the amount to be paid by the Commissioner for the Eligible Costs incurred;
  - b) a Schedule C - Project Expenditures Report, duly filled out and signed by the Recipient's Authorized Representative;
  - c) a Project General Ledger;
  - d) a written description of the work completed during the period of the claim, and any other material as deemed necessary by the Commissioner.
- 7.6. The Commissioner will review the deliverables referred to in section 7.1. upon receipt, and reserves the right to request from the Recipient modifications to the deliverables to ensure that they meet the terms of this Agreement. If applicable, the revised deliverables shall be submitted to the Commissioner by the Recipient no later than **June 30, 2015**.
- 7.7. Upon fulfillment of the Recipient's obligations under section 7.1. and 7.4. (where applicable) of this Agreement, the Commissioner will pay the Recipient any outstanding amount of the Contribution.
- 7.8. Should the total amount of all claims submitted to the Commissioner differ from the estimate provided for under section 7.1.c) 2., the Commissioner reserves the right, at her sole discretion, to refuse to pay any costs incurred over and above said written estimate provided.
- 7.9. For greater certainty, the Commissioner will only pay the Contribution to the Recipient in respect of Eligible Costs incurred on or before March 31st of each applicable Fiscal Year under this Agreement, notwithstanding Revised Deliverables Date (where applicable) of this Agreement.
- 7.10. The Recipient will repay overpayments, unexpended funding, disallowed expenses incurred and any amounts to which the Recipient is not entitled under this Agreement. Such amounts constitute debts due to Her Majesty in Right of Canada, and interest at the Interest Rate will be charged on overdue repayments of such amounts. The Recipient shall, unless otherwise agreed to in writing by the parties, repay any such amounts within thirty (30) days of written notification from the Commissioner.
- 7.11. The Commissioner may set off against any amount that may be payable to the Recipient pursuant to this Agreement, any amounts owed by the Recipient to Her Majesty in Right of Canada.

- 7.12. The Recipient shall inform the Commissioner in writing of any potential under-spending for any given Fiscal Year under this Agreement, on or before **January 31st** of that Fiscal Year.

## **8. DEFAULT AND REMEDIES**

- 8.1. The Commissioner may declare that an Event of Default has occurred if:
- a) a Material Change is made without the prior written consent of the Commissioner;
  - b) this Agreement, or any document delivered to the Commissioner thereunder or in connection therewith, is at any time incorrect in any material respect;
  - c) the Recipient submits false or misleading information to the Commissioner or makes a false or misleading representation or warranty under this Agreement;
  - d) the Recipient fails to satisfy a material term, condition, or undertaking of this Agreement;
  - e) the Recipient is late in submitting a deliverable;
  - f) the Recipient submits deliverables that the Commissioner deems incomplete or unsatisfactory as per the terms of the Agreement.
- 8.2. If the Commissioner declares that an Event of Default has occurred, the Commissioner may exercise one or more of the following remedies:
- a) at his or her sole discretion, suspend, reduce or terminate any obligation by the Commissioner to contribute or continue to contribute, in whole or in part, to the Eligible Costs including any obligation to pay any amount owing prior to the date of such suspension, reduction or termination;
  - b) require the Recipient to repay to the Commissioner all or part of the Contribution paid by the Commissioner to the Recipient, and pay the Commissioner any amounts due under the Agreement, together with interest from the date of demand at the Interest Rate.
- 8.3. The Recipient acknowledges that in view of the policy objectives served by the Commissioner's agreement to make the Contribution, the fact that the Contribution comes from public monies, and that the amount of damages sustained by the Her Majesty in Right of Canada in the Event of Default is difficult to ascertain, that it is fair and reasonable that the Commissioner be entitled to exercise any or all of the remedies provided for in section 8.2 of this Agreement and to do so in the manner provided for in that section if an Event of Default occurs.
- 8.4. Before exercising any rights or remedies referred to in section 8.2 of this Agreement, the Commissioner will give written notice to the Recipient of the condition or event which constitutes an Event of Default, and the Recipient will have a period of thirty (30) days

following receipt of the notice to demonstrate to the satisfaction of the Commissioner that it has corrected the condition or event complained of, or has taken such steps as are necessary to correct the condition or event.

**9. NO WAIVER**

- 9.1. The rights and remedies of the Commissioner under this Agreement shall be cumulative and not exclusive of any right or remedy which he or she would otherwise have. The fact that the Commissioner refrains from exercising a remedy he or she is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Commissioner in any way from later exercising any other right or remedy under the Agreement or other applicable law.

**10. PROGRESS REPORTS**

- 10.1. The Recipient will provide to the Commissioner the following Progress Reports on the Project:
- a) The first Progress Report relating to work done as of **October 31, 2014**.
  - b) The second Progress Report relating to work done as of **January 31, 2015**.
- 10.2. The Progress Reports noted in section 10.1 of this Agreement must be delivered (by email or other means) within ten (10) days of the dates noted in section 10.1 of this Agreement.
- 10.3. The Recipient will use the templates provided for in Schedules D and E of this Agreement, in preparing and submitting Progress Reports to the Commissioner.
- 10.4. While not limiting the generality of the foregoing, the Commissioner reserves the right to require the Recipient to provide any additional information that the Commissioner deems necessary, to ascertain the Project's progress.

**11. INTELLECTUAL PROPERTY**

- 11.1. Any intellectual property rights arising from the Project will be vested in the Recipient.
- 11.2. Notwithstanding section 11.1 of this Agreement, the Recipient hereby grants to the Commissioner the licensed rights to produce, publish, translate, reproduce, adapt, broadcast or use at no cost, any work subject to such intellectual property rights.
- 11.3. The Recipient will obtain any necessary authorizations, as required to carry out the Project, from third parties who have intellectual property rights or other rights affected by the Project.
- 11.4. The Recipient shall indemnify and save harmless the Commissioner and the Commissioner's representatives, successors, assigns, employees and agents against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made



against the Commissioner or which the Commissioner may sustain, pay or incur as the result of or in connection with or arising out of any intellectual property rights related to the Project, and arising out of any action or inaction of the Recipient.

- 11.5. Section 11 of this Agreement in its entirety shall survive the termination or expiration of this Agreement.

## **12. AUDITS**

- 12.1. The Commissioner may Audit the Recipient to ensure compliance with the terms of this Agreement.
- 12.2. For the purposes of an Audit under this Agreement, the Recipient will retain any accounts, records or other necessary information, for six (6) years.
- 12.3. For the purposes of an Audit under this Agreement, the Recipient will provide the Commissioner with any information required and reasonable access to the Recipient's premises if requested.
- 12.4. The Commissioner will inform the Recipient about the results of any Audit undertaken under this Agreement.
- 12.5. If an Audit demonstrates that an amount is owing to the Recipient, the Commissioner shall pay such an amount to the Recipient as soon as possible after the Audit has been completed. If an Audit demonstrates that an amount is owing to the Commissioner, the Recipient shall pay such an amount to the Commissioner as soon as possible after being informed of the debt in accordance with section 7.10 of this Agreement.
- 12.6. The Recipient's expenses associated with an Audit conducted under this Agreement shall not be recoverable from the Commissioner.
- 12.7. The Recipient will make records and information available to the Auditor General of Canada when requested by the Auditor General for the purposes of an inquiry under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17).

## **13. INDEMNIFICATION**

- 13.1. The Recipient shall indemnify and save harmless the Commissioner and the Commissioner's representatives, successors, assigns, employees and agents against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against the Commissioner or which the Commissioner may sustain, pay or incur as the result of or in connection with or arising out of any action or inaction of the Recipient.
- 13.2. The Commissioner's liability under this Agreement shall be limited in the aggregate to a sum equal to or less than the Contribution.
- 13.3. Section 13 of this Agreement shall survive the termination or expiration of this Agreement.

#### **14. KNOWLEDGE DISSEMINATION AND APPLICATION**

- 14.1. The Recipient shall implement all knowledge dissemination and application activities as per the Project proposal submitted to the Commissioner under this Agreement.

#### **15. PUBLICITY AND PROMOTION**

- 15.1. The Recipient shall not make any formal public announcement relating to this Agreement, the Project, or to any of the information in the documents attached hereto without first obtaining the approval of the Commissioner, and providing at least a fifteen (15) day notice to the Commissioner. Each party will provide at least a fifteen (15) day notice to the other of potential venues or events for other public announcements.
- 15.2. The Recipient recognizes and accepts that his or her name, the amount of the Contribution, the general nature of the activities supported, a summary of its proposal, and a summary of their final research report may be made publicly available by the Commissioner and/or the Government of Canada.
- 15.3. The Recipient will publicly acknowledge the Commissioner's Contribution in the following manner:
- a) by clearly and prominently identifying the Contribution to the public, by using either one or both of the following wording, as the case may be:
    - i. **For a publication:** "This project has been funded by the Office of the Privacy Commissioner of Canada (OPC); the views expressed herein are those of the author(s) and do not necessarily reflect those of the OPC";
    - ii. **For a public event:** "This event has been funded by the Office of the Privacy Commissioner of Canada (OPC); the views expressed at this event are those of the participants and do not necessarily reflect those of the OPC".
  - b) by acknowledging the Contribution in all public activities relating to the Project, including announcements, interviews, press releases, ceremonies, advertising and promotional activities, speeches, lectures, publicity and recruitment procedures.
- 15.4. The Recipient recognizes that the Commissioner may withdraw the requirement for recognition of the Contribution at any time when the Commissioner deems it appropriate.
- 15.5. In addition to and notwithstanding the above, the Commissioner reserves the right to make information relating to this Agreement available to the public, including providing information on a public website as part of a list of all projects funded by the Commissioner. The Recipient hereby represents that it has authority to consent and consents to the information being made available to the public.
- 15.6. The Recipient shall, within thirty (30) days of the Project Completion Date or a later date as stipulated by the Commissioner, post the completed Project on a publicly available website

and shall provide the Commissioner with the valid URL link to the posted Project on that website.

- 15.7 The Recipient will endeavor to orally present his/her research findings to the Office of the Privacy Commissioner of Canada, in person or by teleconference, at the request of the Commissioner.

**16. EVALUATION**

- 16.1. The Recipient agrees to participate in any periodic evaluation assessing the effectiveness of the Contributions Program, within five (5) years of the Project Completion Date.

**17. AMENDMENT**

- 17.1. This Agreement may only be amended, in writing, by mutual consent of the Parties.

**18. TERMINATION**

- 18.1. This Agreement may be terminated, in writing, by mutual consent of the Parties.
- 18.2. Nothing in section 18.1 of this Agreement limits the Commissioner's right to terminate this Agreement pursuant to section 6 or section 8 of this Agreement.

**19. NOTICE**

- 19.1. All communications to the Commissioner in connection with this Agreement shall be addressed to:

Attn.: Administration of the Contributions Program  
Office of the Privacy Commissioner of Canada  
30 Victoria Street  
Gatineau, Quebec  
K1A 1H3

Telephone: 819-994-6010  
Fax: (819) 994-5424  
Email: [contrib@priv.gc.ca](mailto:contrib@priv.gc.ca)

- 19.2. Any notice to the Recipient will be addressed to:

Kathryn Meisner  
Director, Hive Toronto  
Mozilla  
366 Adelaide St. West, Suite 500  
Toronto, ON M5V 1R9

Phone: 416-858-3114  
Email: [kathryn@mozillafoundation.org](mailto:kathryn@mozillafoundation.org)

19.3 The Recipient shall provide the Commissioner with the necessary banking information for direct deposit payment.

19.4 The Commissioner may communicate to the Recipient any decision or declaration made by the Commissioner under this Agreement.

## **20. CONTRIBUTION AGREEMENT ONLY**

20.1. This Agreement is for a Contribution only, and is not a contract for services or a contract of service or employment, and nothing in this Agreement, the parties relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of the Commissioner.

## **21. MEMBERS OF THE HOUSE OF COMMONS AND THE SENATE**

21.1. The Recipient declares and guarantees that no member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement, or to any benefit arising from it, that is not otherwise available to the general public.

## **22. CONFLICT OF INTEREST**

22.1. As a condition of receiving the Contribution, the Recipient and any persons engaged in the course of carrying out the Agreement shall comply with the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the *Conflict of Interest and Post-Employment Code for Public Office Holders* and the *Values and Ethics Code for the Public Service* at all times during the currency of the Agreement.

## **23. DISCLOSURE**

23.1. Subject to Section 15 of the Agreement, the parties shall not disclose the contents of this Agreement, the existence and terms of the Project, and any transactions contemplated under the Agreement without the prior written consent of the other party.

23.2. Section 23.1 of this Agreement shall not be interpreted as limiting any legal or statutory obligation of the Commissioner or the Recipient to disclose the contents of this Agreement, the existence and terms of the Project, and any transactions contemplated under the Agreement.

## **24. ETHICS AND RESEARCH INTEGRITY**

24.1. As a condition to receiving the Contribution, the Recipient shall conduct its work in accordance with the principles set out in the *Tri-Agency Framework: Responsible Conduct Of Research* (<http://www.rcr.ethics.gc.ca/eng/policy-politique/framework-cadre/>) and the 2<sup>nd</sup> edition of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* (<http://www.pre.ethics.gc.ca/eng/policy-politique/initiatives/tcps2-eptc2/Default/>).

**25. NO ASSIGNMENT OF AGREEMENT**

- 25.1. The Recipient shall not assign this Agreement nor any part thereof without the prior written consent of the Commissioner.

**26. APPLICABLE LAW**

- 26.1. This Agreement shall be interpreted in accordance with the laws and regulations of Canada and of the province of Ontario. The word "law" used herein has the same meaning as in the *Interpretation Act* (R.S.C., 1985, c. I-21).

**27. ENTIRE AGREEMENT**

- 27.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous documents, negotiations, arrangements, undertakings and understandings related to its subject matter.

**28. SEVERABILITY**

- 28.1. Any provision of this Agreement that may be prohibited by law or that is otherwise ineffective at law, will be limited in its scope or application only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement.

**29. LOBBYISTS**

- 29.1. The Recipient confirms that it, and any person lobbying on its behalf to obtain funding, is in compliance with the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)).

**30. SPECIAL CONDITIONS**

- 30.1. The Recipient warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Commissioner forthwith of any such occurrence during the term of this Agreement.
- 30.2. The Recipient agrees to abide by the laws of Canada, including laws relating to the handling of personal information. Specifically, the Recipient agrees to adhere to the privacy legislation enacted by the province(s) or territory(ies) in which it operates and to the federal privacy legislation which applies to its operations.
- 30.3. Regardless of the application of PIPEDA, the Recipient shall adhere to the obligations set out under Schedule 1 of PIPEDA with respect to the collection, use and/or disclosure of personal information, and with respect to providing access to personal information upon request.
- 30.4. All information provided by the Recipient to the Commissioner will be treated in accordance with the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21).

**IN WITNESS WHEREOF** the parties hereto, by their duly authorized representatives, have executed this Agreement.

Her Majesty the Queen in Right  
of Canada, as represented by the  
Privacy Commissioner of Canada

Mozilla Foundation

Signature:



Print name: Patricia Kosseim

Signature:



Print name: MARK SURMAN

Title: Senior General Counsel  
and Director General  
Legal Services, Policy and  
Research Branch

Title: EXECUTIVE DIRECTOR

Date:

June 27, 2014

Date:

JUNE 19, 2014

:

## **Contributions Program – Research and public education funded by the Office of the Privacy Commissioner of Canada**

### **Contributions Program 2014-2015**

#### **Schedule A (Project)**

### **Project**

**Project Title: Co-Designing Open Badges for Privacy Education with Canadian Youth**

**RECIPIENT: Mozilla Foundation**

**Project Partners** – The Commissioner hereby recognizes that this project will be executed by the Recipient in collaboration with the following partners:

- Mitacs
- Hive Toronto
- University of Toronto
- Ryerson University

#### **SUMMARY**

In the Co-Designing Open Badges for Privacy Education with Canadian Youth project, Mozilla, in collaboration with faculty from the University of Toronto and youth-serving organizations, is developing curriculum to empower youth to understand and manage their online privacy. The project simultaneously provides learning opportunities for youth ages 13-18 as well as youth serving professionals while enabling research on the optimal design and delivery models for education about privacy and other digital literacies.

Co-Designing Open Badges for Privacy Education with Canadian Youth builds youth-centric and dynamic curriculum through participatory design workshops that engage young people directly. The curriculum embeds privacy education into the broader context of web literacy standards, a map of competencies for effectively reading, writing, and participating on the web. It also integrates privacy curriculum with Open Badges, an online infrastructure that enables individuals to demonstrate and communicate accomplishments, skills, competencies, or interests.

#### **LIST OF DELIVERABLES**

The project includes four main deliverables:

1. **Project website or web presence** that serves as a clearing house of all of the project information including reports, blog entries chronicling the project progress, video remixes, and the final curriculum and Open Badges developed through the workshop.
2. **Privacy curriculum on PIPEDA-relevant and related topics** and at least ten Open Badges co-designed with youth—the materials needed by a youth worker (i.e., librarian or community center employee) to facilitate learning activities for youth to gain a badge as well as materials to be used directly with youth (i.e. resource materials and printable worksheets).
3. **Workshop on Open Badges** for Privacy Education designed for staff of youth-serving organizations to demonstrate the curriculum and facilitate its adoption. The workshop includes face-to-face learning in Toronto and simultaneous video-conferencing for sites across Canada.
4. **Mozilla white paper / Final report** on the project capturing what we learned through the work that serves the broader scholarship on privacy and digital education. This includes situating the work within relevant



policy and scholarly literature, articulation of project processes, and the empirical results from the research. We anticipate this white paper will support other scholarly outputs, such as publication in relevant journals that focus surveillance and media literacy.

## **PROJECT TIMETABLE**

### **Phase 1. (May- July 2014)**

- Complete the ethics review process for this project; project will go through university based research ethics approval
- Hire graduate student research assistant
- Conduct literature review work to inform the research
- Develop project website or web presence (initial presence)
- Begin recruitment of youth peer researchers

### **Phase 2 (August-December 2014)**

- Hold initial meeting with youth peer researchers
- Hold periodic participatory design workshop sessions with youth peer researchers
- Add to the project website or web presence
- Post prototypes of the curriculum materials and badge designs on the project website or web presence
- Conduct interviews with staff from youth serving organizations to consider implementation experiences for the curriculum and Open Badges system (target n=12)
- Transcribe and analyze interviews
- Post youth blog entries or other contributions to the website

### **Phase 3 (January-March 2015)**

- Complete periodic participatory design workshop sessions with youth peer researchers and transition to plan the workshop for staff from youth serving organizations to orient users to the curriculum and Open Badges for privacy education for Canadian youth
- Add to the project website or web presence
- Post prototypes of the curriculum materials and badge designs on the project website or web presence
- Interview youth peer researchers on their experiences (target n = 8)
- Transcribe and analyze interviews
- Host workshop on Open Badges for Privacy Education for staff members of key stakeholder organizations, academics and the interested community (target date = February 2014)
- Finalize project web presence
- Post the final prototype version of the curriculum and badges to the project web presence
- Write and submit final report

## **OTHER REQUIRED MATERIAL**

As per section 10 of this Agreement, the Recipient will provide to the Commissioner the following Progress Reports on the Project:

- a) The first Progress Report relating to work done as of **October 31, 2014**.
- b) The second Progress Report relating to work done as of **January 31, 2015**.

The Progress Reports must be delivered by email or other means within ten (10) days of the dates noted above in a) and b).



**PAYMENT SCHEDULE**

Amount(s)	Comment(s)
\$50,000.00	One payment to be made as per contribution agreement, upon completion and submission of deliverables.

**For full details relating to the Project under this Agreement (e.g. deliverables, budget, and timeline), see the Recipient's proposal to Office of the Privacy Commissioner of Canada.**

# **Contributions Program – Research and public education funded by the Office of the Privacy Commissioner of Canada**

## **Contributions Program 2014-2015**

### **Schedule B (Eligible Costs)**

<b>Project Title</b>	<b>Co-Designing Open Badges for Privacy Education with Canadian Youth</b>	
<b>Duration of Project</b>	<b>Start: The Effective Date of this Agreement</b>	<b>Project Completion Date: March 31, 2015</b>

<b>Eligible Expenditures</b>	<b>Organization Carrying Out the Project</b>	<b>Office of the Privacy Commissioner of Canada</b>	<b>Other Sources of Funding</b>	<b>Total Project Funding</b>
<b>Salaries and benefits</b>	\$6,000	\$31,000	\$18,600	\$55,600
<b>Travel expenses</b>	5,000	4,500		9,500
<b>Telecommunications</b>	2,000			2,000
<b>Contractual services</b>		6,000		6,000
<b>Materials and supplies</b>		1,000		1,000
<b>Rentals (includes equipment and meeting rooms)</b>	5,000		1,400	6,400
<b>Other</b>				
<b>Indirect Administrative Expenditures (up to a maximum of 15% of the total Project cost)</b>		7,500		7,500
<b>Total</b>	<b>\$18,000</b>	<b>\$50,000</b>	<b>\$20,000</b>	<b>\$88,000</b>

## **Costing Memorandum**

### **1. General**

1.1. The total Eligible Costs of the Project shall be the sum of the applicable direct and indirect costs which are reasonable and related to in the performance of the Project, less any applicable credits. These costs shall be determined in accordance with the Recipient's cost accounting system as accepted by the Office and applied consistently over time (see [Schedule C](#)).

1.2. This Costing Memorandum applies equally to all goods and services (including labour) acquired from related parties or associates. These acquisitions shall be valued at cost and shall not include any mark-up for profit, return on investment, administration or overhead except as provided for in this Agreement and shall not exceed fair market value. The Office is not obliged to accept any of these costs as eligible unless access is provided to the relevant records of the related entity.

1.3. The Goods and Services Tax, Harmonized Sales Tax, or any other applicable provincial sales tax is an eligible cost only where the amount of tax is not refundable in whole or in part by the Canada Revenue Agency as an Input Tax Credit or as a Rebate.

### **2. Definition of Reasonable Cost**

2.1. A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by an ordinary prudent person in the conduct of a competitive business.

2.2. In determining the reasonableness of a particular cost, consideration shall be given to:

2.2.1. whether the cost is of a type generally recognized as normal and necessary for the conduct of the Recipient's business or performance of the Project;

2.2.2. the restraints and requirements by such factors as generally accepted accounting principles, arm's length bargaining, and applicable laws and regulations;

2.2.3. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;

2.2.4. significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs of the Project; and

2.2.5. the specifications, milestone schedule and requirements of the particular Project as they affect costs.

### **3. Costs**

#### **3.1. Eligible Costs**

The eligible costs under the program are the reasonable costs directly related to the activities mentioned in the Statement of Work (Schedule A). However, administrative expenses should be limited to no more than 15% of the total project cost.

### 3.2. Non-Eligible Costs

Costs other than those allowed in this Costing Memorandum are ineligible unless specifically approved in writing prior to the time costs are incurred.

Notwithstanding that the following costs may have been or may be reasonably and properly incurred by the Recipient during the performance of Project activities; they are considered ineligible:

- a. Allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- b. Legal, accounting and consulting fees in connection with financial reorganization, financial security issues, capital stock issues, and prosecution of claims against the Office;
- c. Losses on investments, bad debts and expenses for the collection thereof;
- d. Losses on other projects or contracts;
- e. Federal and provincial income taxes, excess profit taxes or surtaxes and/or special expenses in connection therewith
- f. Provisions for contingencies;
- g. Premiums for life insurance on the lives of officers and/or directors where proceeds accrue to the Recipient
- h. Amortization of unrealized appreciation of assets;
- i. Depreciation of assets paid for by the Office;
- j. Fines and penalties;
- k. Expenses and depreciation of excess facilities;
- l. Unreasonable compensation for officers and employees;
- m. Product development or improvement expenses not associated with the product being acquired under the Project;
- n. Donations;
- o. Dues and other memberships other than regular trade and professional associations;
- p. Trade-mark expenses;
- q. Land and buildings.

# Contributions Program – Research and public education funded by the Office of the Privacy Commissioner of Canada

## Contributions Program 2014-2015

### Schedule C (Project Expenditures Report)

<b>Project Title</b>	<b>Co-Designing Open Badges for Privacy Education with Canadian Youth</b>	
<b>Duration of Project</b>	<b>Start: The Effective Date of this Agreement</b>	<b>Project Completion Date: March 31, 2015</b>
<b>Period Covered by this Report</b>	<b>From:</b>	<b>To:</b>

### Funding Details

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Eligible Expenditures</b>	<b>Total funding being provided by the OPC (as per Schedule B)</b>	<b>Expenditures claimed previously</b>	<b>Current period expenditures being claimed</b>	<b>Total expenditures claimed to date (B+C)</b>
<b>Salaries and benefits</b>				
<b>Travel expenses</b>				
<b>Telecommunications</b>				
<b>Contractual services</b>				
<b>Materials and supplies</b>				
<b>Rentals (includes equipment and meeting rooms)</b>				
<b>Other</b>				
<b>Indirect Administrative Expenditures (up to a maximum of 15% of the total Project cost)</b>				

<b>Total Allowable Expenditures</b>				
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**Recipient certification of allowable expenditures**

\_\_\_\_\_  
Signature of Recipient Authorized Representative  
(Comptroller or other official financial representative)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

(Schedule D)

# **Project Progress Report #1** **OPC Contributions Program 2014-15**

Section 10 of your contribution agreement with the Office of the Privacy Commissioner (OPC) provides that you must submit two written progress reports regarding your project. Please fill out all of the boxes below and return to the OPC.

<b>Name of Recipient Organization:</b>	
<b>Title of Project:</b>	
<b>Period covered by this work:</b>	

## **Key Developments**

(Provide a description of the key developments achieved towards realizing the terms and conditions of your contribution agreement with the OPC, as well as any risks that have arisen or challenges that have impeded, or could impede your progress. Keep your description between 150 and 300 words.)

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Questions	Answers
1. Are you on track to meet the identified project deliverable(s), as per your contribution agreement? Answer "Yes" or "No". - If "NO" provide an explanation why and the impact on your project.	
2. Are you on track to spend all of the moneys awarded to you under your contribution agreement with us? Answer "Yes" or "No".	
3. If you answered "No" to question 2, indicate how much of the funds awarded by the OPC you expect to actually spend on the project.	

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Signature (Project Leader)

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Date

**Reviewed by OPC:**

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Signature (Program Manager)

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Date



(Schedule E)

## Project Progress Report #2

### OPC Contributions Program 2014-15

Section 10 of your contribution agreement with the Office of the Privacy Commissioner (OPC) provides that you must submit two written progress reports regarding your project. Please fill out all of the boxes below and return to the OPC.

<b>Name of Recipient Organization:</b>	
<b>Title of Project:</b>	
<b>Period covered by this work:</b>	

#### Key Developments

(Provide a description of the key developments achieved towards realizing the terms and conditions of your contribution agreement with the OPC, as well as any risks that have arisen or challenges that have impeded, or could impede your progress. Keep your description between 150 and 300 words.)

- 
- 
- 

#### Detailed Outline of Final Report

(Where applicable, provide a detailed outline of your final report. Limit your description to between 150 and 300 words.)

Questions	Answers
<b>4. Are you on track to meet the identified project deliverable(s), as per your contribution agreement? Answer "Yes" or "No".</b> - If "NO" provide an explanation why and the impact on your project.	
<b>5. Are you on track to spend all of the moneys awarded to you under your contribution agreement with us? Answer "Yes" or "No".</b>	

6. If you answered "No" to question 2, indicate how much of the funds awarded by the OPC you expect to actually spend on the project.	
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\_\_\_\_\_  
Signature (Project Leader)

\_\_\_\_\_  
Date

**Reviewed by OPC:**

\_\_\_\_\_  
Signature (Program Manager)

\_\_\_\_\_  
Date

## François Cadieux

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**From:** Kathryn Meisner <kathryn@mozillafoundation.org>  
**Sent:** June-25-14 1:53 PM  
**To:** François Cadieux  
**Cc:** Abigail Phillips (aphillips@mozilla.com); Melissa Goncalves  
**Subject:** Re: OPC contribution - section 4.5

Hi François,

We are not receiving other sources of government funding for this project. Not sure how we missed that section.

Thank you,

Kathryn

--

Kathryn Meisner  
Director, Hive Toronto  
[@KathrynMeisner](mailto:@KathrynMeisner)  
[@HiveToronto](mailto:@HiveToronto)

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**From:** "François Cadieux" <Francois.Cadieux@priv.gc.ca>  
**To:** "Kathryn Meisner (kathryn@mozillafoundation.org)" <kathryn@mozillafoundation.org>, "Abigail Phillips (aphillips@mozilla.com)" <aphillips@mozilla.com>  
**Cc:** "Melissa Goncalves" <Melissa.Goncalves@priv.gc.ca>  
**Sent:** Wednesday, June 25, 2014 4:30:09 PM  
**Subject:** OPC contribution - section 4.5

Hi Kathryn. Working on getting your agreement signed here. Section 4.5 of your agreement asks that you confirm whether you are receiving other sources of government funding for your project. You omitted to fill this section out, however. Could you confirm by way of a response to this email whether you are receiving other sources of government funding, and if so indicate the amounts. We'll attach this to your agreement. See below from your agreement and please fill out accordingly. Regards. -F

- 
- 4.5. The Recipient hereby confirms that no other federal, provincial or municipal government financial, non-monetary or in-kind assistance in respect of the Eligible Costs of the Project has been requested or received, other than those described below:

Jurisdiction	Amount	Funding Department/Agency
Federal:	\$	
Provincial:	\$	
Municipal:	\$	