

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE CANADA ENERGY REGULATOR (CER)
AND
UNIVERSITY of OTTAWA (uOttawa)
(HERINAFTER REFERRED TO AS THE PARTIES)**

PURPOSE:

This MOU enables funding in support of the CER working with uOttawa to advance a specific data project (to be approved by the CER's Chief Data and Information Officer and to be defined as part of the Project Charter), hereafter referred to as DATA PROJECT. An MOU is being used as the University of Ottawa is under the legislation of the Ontario provincial government.

ADMINISTRATION OF THIS MOU:

FOR CER

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FOR uOttawa

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Technical:

Prof. Wolfgang Alschner ("uOttawa Investigator")
Faculty of Common Law
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Email: Wolfgang.Alschner@uottawa.ca

MAXIMUM AMOUNT:

The maximum payable amount under this MOU shall not exceed \$5,718.72 (HST will not be charged). Funds disbursed under this MOU are to be expended directly and solely for the purpose of delivering DATA PROJECT.

TERM:

This MOU is in effect as of the date of final signature by both Parties, and will remain in effect until contract dollars have been used.

Either party may withdraw from this MOU at any time, with the mutual written consent of the Parties.

PAYMENT FOR SERVICES AND REIMBURSEMENT OF EXPENSES:

The CER will pay uOttawa a total amount of \$5,718.72. Payment will be monthly based on the following:

1. Upon receipt of invoice with timesheet attached (excel spreadsheet with name of person, the date, number of hours they worked, and description of what they worked on). This timesheet is important for audit purposes and supports the total hours billed in the invoice.

uOttawa will provide a signed invoice to CER for work completed. To meet the business and taxation records requirement for payment, CER will need uOttawa to provide its Business Number (BN).

CER will process the invoice and issue payment according to the details of the MOU and within 30 days of the date the invoice is received by CER. Payment may be delayed if required details are missing from the invoice.

The total amount is based on an hourly rate of \$31.08 for 160 hours plus 15% university overhead. HST will not be charged as research is generally HST exempt.

The working location will be at uOttawa and no travel to the CER is required.

If you have questions or need assistance with the MOU or expense information, please contact Ryan Hum from CER.

TRANSPARENCY:

This MOU is intended solely to confirm funding made available by CER to uOttawa to cover expenses related to delivery of DATA PROJECT.

1. Kick-off and project charter development

uOttawa will work with CER staff to develop the Project Charter for DATA PROJECT, which will be the governing document for DATA PROJECT.

DATA PROJECT will consist of a team of students and faculty to work with the CER.

Background:

The goal of the DATA PROJECT is to find an algorithmic way to detect inconsistencies in legal language. To start a scoping study would be completed to see if the legal language inconsistencies are frequent or not. uOttawa will not be accessing protected documents. All documents are part of the existing regulatory framework.

Phases of project:

Starting from anecdotal evidence based on a few examples, uOttawa would:

- operationalize the consistency analysis in legal and data science terms
- test it on small data set to iterative refine the analysis
- scale up to larger corpus
- compare with other federal regulations with similar purposes

Deliverables:

- Processed data (CSV files, markdown files, etc.)
- Code
- Document outlining methods
- Presentation, dashboard, or report (To be discussed)

2. Onboarding

CER will provide required onboarding to uOttawa. The CER will not provide any equipment to uOttawa.

INTELLECTUAL PROPERTY:

The CER has determined that any intellectual property rights arising from the performance of the Work under the resulting MOU will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PUBLISHING RIGHTS:

uOttawa reserves the right to publish on the methodology used in the DATA PROJECT. The collaboration between the CER and uOttawa may be mentioned and project details can be included. uOttawa will not publish their own evaluation of the CER regulatory framework, without the CER having the opportunity to review/comment for context/accuracy.

AMENDMENT:

This MOU may be reviewed jointly, by the Parties, and may only be amended upon written consent of both Parties.

EFFECTIVE DATE:

This MOU will commence and take effect upon the date of the Last Party's signature.

FOR CER

FOR uOttawa

Original signed by

Original signed by

Gitane De Silva
Chief Executive Officer
Canada Energy Regulator

Brian Julien
Assistant Director, Collaborative
Research, ISS
University of Ottawa

Date: Sept 30, 2020

Date: Aug 25, 2020

Acknowledgement I, the uOttawa Investigator, having read this MOU, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all uOttawa participants are informed of their obligations under such terms and conditions.

Original signed by

25 August 2020

Prof. Wolfgang Alschner

Date