

## TERMS AND CONDITIONS

The Canadian **Academic Institution** agrees to the Terms and Conditions of the Mitacs Inc. Program to which they are applying.

Please select the Program that you are applying for

### DEFINITIONS

For the purpose of this Terms and Conditions document, the following terms shall have the meanings described below:

**“Academic Institution”** means an eligible university, college, or qualifying research institution in Canada or abroad (outside of Canada).

**“Academic Supervisor”** means a faculty member at a Canadian Academic Institution, or appropriate research staff at a college who will provide supervision to Project(s) and Participant(s).

**“Award Letter”** means a letter sent to Participants by Mitacs, detailing the funding they will receive (may be titled “Notice of Award”).

**“Host Organization”** means a non-academic organization in Canada or abroad (outside of Canada) that contributes funds to Project(s) and/or hosts Participant(s).

**“International Academic Supervisor”** means a faculty member at an Academic Institution abroad (outside of Canada) who will provide supervision to Project(s) and Participant(s).

**“Outcome Letter”** means a letter of acceptance or notice of approval.

**“Participant”** means an intern or fellow who participates in Project(s) or any other recipient of an award or travel grant from Mitacs.

**“Participant Expectations”** means procedures and rules that Participants will follow to succeed as a Program Participant.

**“Program”** means a Mitacs funded or organized program.

**“Project”** means an internship, fellowship, travel grant, or award provided through a Mitacs Program.

**“Proposal”** means an application for funding which describes a Project.

### 1. PROGRAM FUNDS

- 1.1 The Academic Institution may receive and disperse Program funds. Where the Academic Institution does not receive and disperse Program funds, the Academic Institution agrees to ensure that the Program adheres to the Academic Institution’s policies and procedures.

### 2. PROJECT APPROVAL

- 2.1 The Academic Institution confirms that the information contained in the approved Proposal accurately represents their involvement in the Program, the involvement of the participating

Academic Supervisor, students and/or postdoctoral fellows (Participants), and their intention to administer the Project.

### **3. FUNDING REQUEST**

- 3.1 The Academic Institution acknowledges that submission of a Proposal constitutes a request for funding and that Mitacs provides funding for the Project at its discretion following a review process that is carried out or approved by Mitacs.

### **4. ETHICS AND PERMITS**

- 4.1 The Academic Institution will adhere to Tri-Agency federal granting agencies (the “Tri-Agency”) and institutional requirements regarding appropriate certification or approval for the use of humans, animals, and/or biohazards, and environmental permits.
- 4.2 The Academic Institution is responsible for ensuring that applicable certification is in force during the Project and must provide proof of certification if requested by Mitacs.

### **5. LIABILITY**

- 5.1 The Academic Institution acknowledges that Mitacs cannot assume liability for accidents, illnesses, or losses that occur during or as a result of the Program participation of the Academic Institution, Academic Supervisor, or Participants, and shall indemnify and hold harmless Mitacs and its funding partners for any legal issue arising out of the Academic Institution’s participation in the Program.

### **6. PAYMENT OF PROGRAM AWARD**

- 6.1 The Academic Institution acknowledges that payment of the Program’s financial award to the Academic Institution can only be made after all the conditions are met:

- 6.1.1 Mitacs’s approval of the Proposal and eligibility of Project(s).
- 6.1.2 Continued support from Mitacs’s funders, including Academic Institutions in Canada and abroad (if applicable).
- 6.1.3 Mitacs’s receipt of payment from the Host Organization (if applicable).
- 6.1.4 Mitacs’s receipt of the signed documents as requested in the Award Letter.

### **7. FINANCIAL AWARD INSTRUCTIONS**

- 7.1 The Academic Institution agrees to disburse the full amount of the financial award as instructed in the Mitacs Award Letter and in accordance to Tri-Agency guidelines on the use of funds, and acknowledges that the Academic Supervisor of the Project is responsible for adhering to Tri-Agency guidelines on the use of funds.

## **8. FIDUCIARY RESPONSIBILITY**

- 8.1 The Academic Institution agrees to complete and submit a financial report detailing the use of funds for each Project.

## **9. ACCOUNTS AND RECORD MAINTENANCE**

- 9.1 The Academic Institution agrees to maintain proper and accurate accounts and records of the Project for a minimum of two (2) years after the date of completion of the Project.

## **10. FINANCIAL REPORT**

- 10.1 The Academic Institution agrees to complete and submit a financial report detailing the use of funds for each Project.

## **11. AUDITS**

- 11.1 The Academic Institution acknowledges that Mitacs may audit, or cause to have audited, the accounts and records of the Academic Institution and to have a right of access to the books and accounts and premises of the Academic Institution in relation with the delivery of the Program.

## **12. RECORD RELEASE**

- 12.1 The Academic Institution will release to Mitacs, upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada, all records held by the Academic Institution, or by agents or contractors of the Academic Institution, relating to the relevant Project and the use of distributed payments towards said Project; and such further information and explanations as the Auditor General or anyone acting on behalf of the Auditor General may request relating to any part of these terms and conditions or the use of funds relating to the Program.

## **13. REPORTING REQUIREMENTS**

- 13.1 The Academic Institution will monitor and follow regular reporting requirements that will enable Mitacs to fulfill its reporting requirements under its funding agreements.

## **14. APPLICABLE LAWS**

- 14.1 The Academic Institution will obey federal, provincial, or territorial, municipal, and other applicable laws that govern the Project, including, without limitation, statutes, regulations, by-laws, rules, policies, ordinances, and decrees.

## **15. ACADEMIC INSTITUTION ASSISTANCE**

- 15.1 Where applicable, the Academic Institution will assist the Participant in meeting all Academic Institution's requirements pertaining to Project activities abroad and ensuring the Participant is provided a pre-departure orientation.

## 16. INTELLECTUAL PROPERTY

16.1 Mitacs does not claim any ownership of Intellectual Property developed through projects that are funded. It is recommended that the participating organizations and institutions undertaking a research collaboration through Mitacs-funded projects come to a mutual understanding on the Intellectual Property implications of the project(s).

16.2 All parties involved with Mitacs programs should review the following policy statement and guidelines provided by ISED and the Government of Canada:

16.2.1 ISED “Policy Statement on Research Security and COVID-19”

(<https://www.canada.ca/en/innovation-science-economic-development/news/2020/09/policy-statement-on-research-security-and-covid-19.html>)

16.2.2 Government of Canada “Safeguarding Your Research” Portal

([https://www.ic.gc.ca/eic/site/063.nsf/eng/h\\_97955.html](https://www.ic.gc.ca/eic/site/063.nsf/eng/h_97955.html))

## 17. COMMUNICATION ACTIVITIES

17.1 The Academic Institution hereby consents to being contacted by Mitacs or its funding partners in relation to success stories, announcements, ceremonies, and other communication activities.

17.2 The Academic Institution will acknowledge Mitacs and the funding partners’ role in funding the Program.

17.3 The Academic Institution will consent to the display of promotional material and/or signage provided by the funding Host Organization at the event.

17.4 The Academic Institution will consent to a public announcement of a Project offered through the Program by or on behalf of the funding partner in the form of a news release and/or event.

## 18. PRIVACY

18.1 Mitacs and the Academic Institution acknowledge and agree that, for the purpose of fulfilling their respective obligations pursuant to this Agreement, they will share required personal information of Participants taking part under this Agreement. Mitacs and the Academic Institution mutually agree that they will treat any such personal information in strict compliance with the applicable laws in that respect.