

## TERMS AND CONDITIONS

The **Participant** 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. PROJECT PARTICIPATION

- 1.1 The Participant will undertake a Project based on the approved Proposal and confirms that the information contained therein accurately represents their involvement in the Program.
- 1.2 The Participant understands and agrees to their participation in the Project as outlined in the Proposal plan and its timelines and expectations.

- 1.3 The Participant acknowledges that the project is linked to the area of academic research expertise the Participant wishes to further develop through the research to be completed as part of the project, and that the Participant has or will participate in the elaboration of the parameters of the research project.

## **2. PROPOSAL SUBMISSION**

- 2.1 The Participant 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.

## **3. PROGRAM RULES AND REQUIREMENTS**

- 3.1 The Participant will read and adhere to the Participants Expectations and will read, sign, and adhere to the Ethics form and a Consent document regarding Mitacs's use of personal information in the Proposal.
- 3.2 The Participant will obtain appropriate documentation, including, but not limited to, appropriate certification or approval for the use of humans, animals, and/or biohazards as outlined in the Proposal, and will obtain any required environmental permits in accordance with the requirements of their Academic Institution.
- 3.3 The Participant 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. If the Project is undertaken in more than one jurisdiction, laws of all applicable jurisdictions apply.
- 3.4 The Participant will obtain any additional requirements of their Host Organization, including, but not limited to, security clearance.
- 3.5 The Participant agrees to minimum interaction requirements for their specified Program.
- 3.6 The Participant will retain appropriate status at the Academic Institution and/or Host Organization, as per the Program eligibility rules, for the entirety of the Project.

## **4. LIABILITY FOR ACCIDENTS, ILLNESS, OR LOSSES**

- 4.1 The Participant acknowledges that Mitacs cannot assume liability for accidents, illnesses, or losses that occur during or as a result of their Program participation.
- 4.2 The Participant agrees to adhere to any institutional policies regarding health, safety, and/or travel requirements (if applicable).
- 4.3 The Participant acknowledges that they are responsible for obtaining appropriate insurance coverage during the Program, as required.

## **5. PAYMENT OF PROGRAM AWARD**

5.1 The Participant acknowledges that payment of the Program's financial award to the Academic Institution can only be made after all the following conditions are met:

5.1.1 Mitacs's approval of the Proposal and eligibility of Project(s).

5.1.2 Continued support from Mitacs's funders, including Academic Institutions in Canada and abroad (if applicable)

5.1.3 Mitacs's receipt of payment from the Host Organization (if applicable).

5.1.4 Mitacs's receipt of the signed documents as requested in the Award Letter.

## **6. PROJECT STARTING CONDITIONS**

6.1 The Participant will not begin the Project until the following conditions have been met:

6.1.1 Mitacs's approval of the Proposal and eligibility of Project(s) as outlined in the Mitacs Outcome Letter.

6.1.2 Mitacs's receipt of payment from the Host Organization or Academic Institution (if applicable), the signed Ethics form (if applicable), the International Pre-Departure form (if applicable), and any supplementary documents as requested in the Outcome Letter.

6.1.3 Payment of the Program's financial award to the Academic Institution (if applicable).

## **7. CANCELLATION POLICY**

7.1 The Project requires the active participation of the Participant, Academic Supervisor (if applicable), International Academic Supervisor (if applicable), and Host Organization (if applicable). If all parties agree, a Project may be terminated. Other cancellations must adhere to the rules of the specific Program. Any funds remaining after a cancelled Project must be returned to Mitacs.

## **8. SIGNIFICANT CHANGES**

8.1 The Participant agrees to notify the Canadian Academic Supervisor(s), International Academic Supervisor (if applicable) and Host Organization (if applicable) immediately upon the occurrence of any changes in their ability to participate in the Program.

## **9. INTELLECTUAL PROPERTY**

9.1 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).

## **10. PUBLICATIONS**

10.1 The Participant will acknowledge Mitacs and its funders in any publications resulting from the Project.

## **11. [DELIVERABLES](#)**

11.1 The Participant will provide the following to Mitacs:

11.1.1 A completed exit survey no later than 30 days after the Project ends and if applicable, a financial report required by the Program

11.1.2 Any information required by Mitacs and partners to fulfill the monitoring, reporting, and compliance requirements of its funders

11.1.3 A final report that is approved and signed by the Academic Supervisor(s) (if applicable) and the representative of the Host Organization (if applicable). The final report must be submitted to Mitacs no later than 30 days after the Project ends.

## **12. [STIPEND/SALARY](#)**

12.1 The Participant acknowledges that the Participant's stipend/salary is subject to the Academic Institution (if applicable) and Host Organization (if applicable) policies and that benefits and taxes may be deducted.

## **13. [PRIVACY CONSENT](#)**

13.1 All personal information collected is subject to privacy legislation and [Mitacs Privacy Policy for Program Participants](#).

13.2 All the information supplied in the application will be made available to Mitacs staff responsible for managing the application, for activities including identifying appropriate peer reviewers, administering, and monitoring awards, compiling statistics, and evaluating the Program.