

Mitacs Program Terms and Conditions – Participants

Definitions

The following terms shall have the following meanings:

“Academic Institution” means an eligible post-secondary institution with a mandate for research or applied research, and its affiliated institutions, including hospitals and research institutions, located in Canada or abroad (outside Canada).

“Academic Supervisor” means a faculty member or designated staff member at an eligible Canadian Academic Institution who provides supervision to the Project(s) and Interns(s).

“Award Letter” means a letter agreement sent to Participants by Mitacs detailing the funding they will receive with respect to a Mitacs Program and setting out all terms and conditions which the Participants will be bound by and perform upon. The Award Letter is a condition for Mitacs to transfer any funds regarding the relevant project. (May be titled “Notice of Award.”)

“Partner Organization” means the non-academic organization (a corporation either for-profit or not-for-profit, operating in Canada and/or abroad or a hospital or municipality in Canada) which contributes to and participates in an Accelerate, Business Strategic Internship (BSI), or Elevate project.

“Independent Administrator” means an individual appointed by the Academic Institution to hold the grant and ensure that the Intern is not unduly influenced in cases where the Academic Supervisor has declared a conflict of interest, as per the [Mitacs Conflict of Interest Policy for Program Participants](#).

“Intern” means a post-secondary student, postdoctoral fellow or recent graduate (within two (2) years of graduation) who participates in a Project, according to the eligibility rules of the specific Program and the Academic Institution.

“International Academic Supervisor” means a faculty member at an Academic Institution outside Canada who provides supervision to Project(s) and Interns(s).

“Outcome Letter” means a letter of acceptance or notice of approval sent to Participants indicating that the project has passed review.

“Participant(s)” means any or all of Intern(s), Academic Supervisor(s), International Academic Supervisor(s), Partner Organization(s).



“Program” means all programs developed and/or offered by Mitacs including Accelerate, Business Strategy Internship, Elevate, Globalink Research Internship, Globalink Research Award, Globalink Graduate Fellowship, Mitacs Entrepreneur International, variations and additions to the foregoing, skills programming offered by Mitacs, as any of the foregoing may be modified from time to time, and such other programs as Mitacs may develop and offer.

“Program Terms” means the terms and conditions for participation in Programs as established by Mitacs as they may be amended from time to time by Mitacs in its sole discretion.

“Project” means internship, fellowship, travel grant or award approved by Mitacs through a Program. For the Accelerate, Business Strategy Internship, and Elevate Programs, a Project may be composed of multiple 4-6 month internship units.

“Proposal” means an application for funding completed and signed by the Participants and the Academic Institution and submitted to Mitacs for review.

Terms and Conditions for all Participants

Mitacs Program Terms and Conditions outline the Participant’s responsibilities in detail and these form part of the Agreement between the Participants. You agree to read, comply with and be bound by the [Mitacs Project Cancellation Policy](#). Mitacs reserves the right to cancel a Project for non-compliance with the Terms and Conditions in accordance with the [Mitacs Project Cancellation Policy](#). As a Participant, you confirm that you will comply with and be bound by the following terms and conditions during the tenure of the Project:

Submitting your Proposal

1. You agree and acknowledge that the submission of a Proposal constitutes a request for funding. If Mitacs provides funding for the proposed Project, it does so at its discretion following a review process that is carried out or approved by Mitacs.
2. You warrant that the information contained within your proposal, application, intern profile form, partner profile form and/or related documents is true, complete, and accurate to the best of your knowledge at the time of submission or at the time you were added to the Project.

Abiding by laws, rules and policies

3. You will obey federal, provincial, territorial, municipal, and other applicable laws that govern your Mitacs Project, including, without limitation, statutes, regulations, by-laws, rules, policies, ordinances, and decrees. If your project takes place in more than one jurisdiction, the laws of all applicable jurisdictions apply.

4. For Projects involving the use of humans, animals and/or biohazards, you will adhere to Tri-Agency federal granting agencies (the “Tri-Agency”) and institutional requirements regarding appropriate documentation, including, but not limited to, appropriate certification or approval for the use of humans, animals, and/or biohazards, and will obtain any required environmental permits. in accordance with the requirements of the Canadian Academic Institution. Each Participant is responsible for ensuring that any certification(s) applicable to such Participant is in force during the Project and must provide proof of certification upon request by Mitacs.
5. You will read, comply with, and agree to be bound by Mitacs’s [Intellectual Property Policy](#).
6. You will read and comply with the Mitacs [Research Security Plan](#).
7. You will declare any potential conflict of interest and abide by Mitacs’s [Conflict of Interest Policy](#).
8. You will adhere to [Mitacs’s Program & Research Policies](#).
9. If you are the Intern, you will meet all requirements of the Academic Institution pertaining to project activities. If you are the Academic Supervisor, you will assist the Intern to meet such requirements.

Liability

10. You acknowledge that Mitacs does not assume liability for any claims or losses arising from the Participant’s participation in the Project including but not limited to claims for damages, accidents, illnesses, illegal acts, or other claims or losses that occur during, or because of, the Participant’s participation in the Project.
11. You acknowledge that you are responsible for obtaining appropriate and sufficient insurance coverage during the Project (whether it takes place in Canada and/or abroad) either personally or through the insurance coverage provided by the applicable Academic Institution, as required.
12. You will abide by any institutional policies regarding health, safety, and/or travel requirements (if applicable).

When to start your Project

13. All awards are subject to ongoing program eligibility for program Participants, continuation of sufficient funding by Partner Organizations, continuation of sufficient funding by our government funders and ability of program Participants to carry out the award responsibilities. Mitacs may amend or terminate a Project upon thirty (30) days' notice if funds available for the program are reduced or not renewed or Mitacs,

in its discretion, otherwise determines external funding is not sufficient to continue the Project.

14. You will not begin the Project or internship unit until:
 - a. Mitacs approves the Project as indicated in the Mitacs Outcome Letter;
 - b. Mitacs receives payment in Canadian dollars from the Partner Organization (if applicable) or the Academic Institution (if applicable);
 - c. Mitacs receives any supplementary documents as requested in the Outcome Letter (if applicable) and/or all required documentation in the Globalink platform by the stated deadlines (if applicable);
 - d. Mitacs is notified of the Project start date; and
 - e. Payment of the Project's financial award to the Canadian Academic Institution (if applicable).

If any of the above conditions are not met, this may result in the termination and/or cancellation of the Project. Participants who begin their Project or internship unit before the above criteria are met do so at their own risk and acknowledge that Mitacs will not release funds until the above criteria are fully satisfied. Mitacs will not be held responsible for any costs incurred before the above criteria are met.

15. For Projects involving mobility between a Canadian Academic Institution and an Academic Institution abroad, the intern must not travel until Mitacs has issued both an Outcome Letter and Award Letter. Projects must begin within one (1) year of the Outcome Letter being issued.

Payment of Mitacs funding

16. If the Partner Organization is a for-profit corporation, the Partner Organization acknowledges and confirms that the funds committed to Mitacs are from non-governmental revenue sources. This means the funds sent to Mitacs should not include federal, provincial, territorial, or municipal government funding.
17. If this application is part of a special offer, you agree to adhere to any conditions specific to the offer as outlined in the special offer including on the Mitacs website or as otherwise specified by Mitacs and acknowledge Mitacs reserves the right to limit participation in special offers and to terminate special offers in its sole discretion
18. You acknowledge that Project(s) can only receive Mitacs funding after all of the following conditions are met:
 - a. Mitacs's approval of the Proposal and eligibility of the Project.
 - b. Continuation of sufficient funding from Mitacs's funders, including academic institutions in Canada and abroad (if applicable).

- c. Mitacs receives payment in Canadian dollars from the Partner Organization(s) (if applicable).
- d. Mitacs receives, in a timely manner, any supplementary documents required by the Outcome Letter (if applicable) and/or all required documentation in the Globalink platform by the stated deadlines (if applicable).

If any above conditions are not met, Mitacs may in its sole discretion terminate the funding of the Project.

- 19. You agree that costs associated with the project can only be incurred after Mitacs's approval of the proposal and receipt of payment from the Partner Organization(s) (if applicable).
- 20. You acknowledge that the Intern's stipend/salary is subject to the Academic Institution's policies and that benefits, taxes, and other amounts/requirements may be deducted.
- 21. You agree that Mitacs reserves the right to adjust the value and duration of the Project, detailed in the Notice of Award In the event of a material change to the Project.
- 22. Inter-academic institution transfers are not permitted.
- 23. Some awards will be sponsored in part by a funding partner abroad. Where applicable, the Mitacs Outcome Letter will provide interns with instructions for accessing partner funds.

Cancellation or significant changes of your Mitacs project

- 24. You acknowledge that the proposed project requires the active participation of all Participants. Your project may be terminated subject to adhering to the [Mitacs Project Cancellation Policy](#). Any funds remaining after a terminated Project must be returned to Mitacs.
- 25. You will notify Mitacs and all other Project Participants immediately, in writing, upon the occurrence of significant changes to the Project that affect your participation and/or eligibility status, including the identity of the Intern, the Proposal, and/or the Project budget. Written consent to significant changes to the Project must be received from both the Academic Supervisor and the Partner Organization and meet Program eligibility criteria to be approved.

Publications and funder recognition

- 26. You will adhere to the [Tri-Agency Open Access Policy on Publications](#), as well as other relevant resources identified by the Canadian Association of Research Libraries, and to the [Tri-Agency Policy on Research Data Management](#).

27. You will acknowledge, verbally and/or in writing, the support you receive from Mitacs and its funders in any publications, presentations and/or other communication activities resulting from the Project.

Deliverables to Mitacs

28. You will provide the following to Mitacs:
- a. A completed mid-term survey (Interns only) and exit survey. The exit survey shall be completed no later than thirty (30) days after the Project ends.
 - b. If applicable, a financial report required by the rules governing your Project.
 - c. Any information required by Mitacs and Mitacs's partners to fulfill the monitoring, reporting, and compliance requirements of its funders.

Privacy

29. You acknowledge that all personal information collected is subject to privacy legislation and [Mitacs's Privacy Policy](#).
30. You acknowledge that all the information supplied in the Proposal will be made available to Mitacs staff responsible for administering the Project, managing the rules governing the Project, and evaluating the Project.
31. You acknowledge that information supplied in this Proposal may be made available to internal and/or external researchers for the purpose of advancing knowledge on matters related to Mitacs's core mission, such as innovation and skill development. All researchers are required to preserve the privacy and confidentiality of all Participants and Proposal data. Publications resulting from this work do not contain personal identifiable information.
32. You agree to the release of the public summary of the Project including the title of the Project, the public project overview, the Intern's first and last name, the Academic Institution's name, and the Academic Supervisor's name, and the Partner Organization's name (if applicable) on the [Mitacs Projects Page](#). This may be used by Mitacs to publicize Mitacs programs.

Dispute resolution

33. For any and all claims, disputes or controversies arising under, out of, or in connection with the Project or between the Participant(s) and the Academic Institution, the Participant(s) and the Academic Institution agree to make a good faith attempt to settle the dispute. Mitacs does not involve itself in disputes between Participant(s) and the Academic Institution, except as stated in section 34, and expects all Participant(s) and the Academic Institution to resolve issues amicably.

34. In the event of a conflict in respect of the implementation of the Terms and Conditions, the Participant(s) and the Academic Institution shall first attempt to resolve the conflict at the working level, in good faith. If unsuccessful, the conflict shall be brought to the attention of Mitacs. The Participant or Academic Institution raising such dispute shall promptly advise Mitacs of such claim, dispute, or controversy in writing which describes in reasonable detail the nature of such dispute. Mitacs shall, in consultation with the Academic Institution, if the Academic Institution is not involved in the dispute, determine an acceptable resolution.

Mistreatment

35. Mitacs does not tolerate mistreatment of our staff and reserves the right to refuse current and future applications from any Participants who are reported to have behaved inappropriately.

Additional Terms and Conditions for Interns

Eligibility

36. You will retain appropriate status at your Academic Institution, as per the eligibility rules governing your Project, for the entirety of the Project.

Privacy

37. You acknowledge that your Project is an initiative funded by the Canadian federal and provincial governments and/or by international funders. Canadian government funders require regular monitoring and reporting to ensure transparency of public funding. International funders may also require information for reporting and payment purposes and to approve Projects. Mitacs will share your application information with these funders in accordance with Mitacs's Privacy Policy.

Participating in your Mitacs Project

38. You acknowledge that the project is linked to the area of academic expertise that you wish to further develop through the project, and that you have or will participate in detailing the criteria of the project.
39. The relationship between the Participants does not establish any relationship of partnership, joint venture, employment, franchise, or agency between them.
40. You shall perform your work in a good, work-like and professional manner with the same degree of care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances and consistent with the approved project

proposal and industry standards reasonably applicable to the performance of such work. Your work shall be performed and delivered in a timely manner and with the level of skill and experience required to perform the work.

41. You will read and adhere to the [Participant Expectations](#) and/or Code of Conduct for your specific Program and will act in a professional and ethical manner during the tenure of your participation in the project. You will notify Mitacs of any concerns regarding your safety, ability to complete the project as planned, and perceived or real negative treatment from participants.
42. You agree to the minimum interaction requirements for your Project, as defined by your Mitacs program's rules.
43. You will participate in the project based on the approved Proposal (or project implementation plan, as applicable) and confirm that the information contained in the Proposal or plan accurately represents your involvement in the Project, including its timelines and expectations.

Projects involving international travel

44. You will meet all necessary travel and pre-departure requirements of your Academic Institution and Partner Organization (if applicable) for your intended destination.
45. You must have received a work permit and/or appropriate immigration documents prior to travelling to your destination and must not incur project expenses until these conditions are met.
46. You will immediately report substantial changes such as travel dates, travellers, destinations, expected outcomes, and non-academic partner organization immediately to Mitacs. Any deviation from the plan that will impact the approved eligible travellers, activities, and expenses are subject to Mitacs's approval.

Additional Terms and Conditions for Academic Supervisors

Eligibility

47. You are a faculty member at an Academic Institution listed in the proposal (or designated staff at a Canadian Academic Institution) and will remain as such for the entirety of the Project. If your status changes, you must inform Mitacs and your institution so that a replacement academic supervisor can be found.
48. If you are a faculty member at a Canadian university, you are eligible to hold funds and supervise students as per the guidelines of the Tri-Agency Federal Granting Agencies (the "Tri-Agency").

Privacy

49. You understand that, under this application, you have access to confidential and/or personal information about the Intern(s) and agree not to share the information with any third party (i.e., any party not involved with this application) without written consent from the Intern(s) and will take reasonable precautions to protect said personal information.

Participating in your Mitacs Project

50. You will participate in the Project based on the approved Proposal (or project implementation plan, as applicable) and confirm that the information contained in the Proposal or plan accurately represents your involvement in the Project, including its timelines and expectations.
51. You agree to provide supervision, resources, and information to the Intern, as outlined in the approved Proposal.

Payment of Mitacs funding

52. You agree to manage the award in accordance with the Terms and Conditions and the applicable Award letter. For projects with an Independent Administrator, items 54 and 55 are the responsibility of the Independent Administrator instead of the Academic Supervisor.
53. Where applicable, you hold fiduciary responsibility for the financial award, agree to adhere to Tri-Agency guidelines on the use of funds, and will spend the financial award according to the Mitacs guidelines outlined in the proposal budget and Award Letter.
54. If the Partner Organization's contribution is held at the Academic Institution, you will facilitate the transfer of funds to Mitacs.
55. If the Partner Organization's contribution is held at the Academic Institution, you will facilitate a cash flow statement that recognizes the Project as an eligible component of the agreement (if applicable).

Additional Terms and Conditions for Partner Organizations

Privacy

56. You understand that, under this application, you have access to confidential and/or personal information about the Intern(s) and agree not to share the information with any third party (i.e., any party not involved with this application) without written

consent from the Intern(s) and will take reasonable precautions to protect said personal information.

Participating in your Mitacs Project

57. You will participate in the Project based on the approved Proposal (or project implementation plan, as applicable) and confirm that the information contained in the Proposal or plan accurately represents your involvement in the Project, including its timelines and expectations.
58. You agree to provide supervision, resources, and information to the Intern, as outlined in the approved Proposal.

Financial contribution

59. You agree to the financial commitment and invoice schedule (if applicable) for this Project, as detailed in the approved Proposal.
 - a. Where applicable, Mitacs will invoice you upon receipt of the Proposal, in accordance with the Proposal's budget. This invoice is not a guarantee of funding or Proposal approval.
 - b. Where applicable, payment of your contribution is due upon receipt of the invoice. The contribution must be paid directly to Mitacs in Canadian currency, as outlined in the invoice.
 - c. If your contribution is held at the Academic Institution, you will support the transfer of funds to Mitacs.
 - d. If your contribution is held at the Academic Institution under an existing research agreement, you will facilitate an amendment that recognizes the Project as an eligible component of the research agreement.
60. Mitacs reserves the right to refuse further applications from an applicant who has breached any obligations owed to Mitacs, including those with an outstanding balance until all unpaid invoices are settled.

In-person assessment

61. You will provide access to the site of Project work (partner organization location or other research site) for an in-person assessment at Mitacs's discretion.