

Mitacs Program Terms and Conditions – Institutions

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.”)

“Host 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 Strategy Internship, 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), Host 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 the Academic Institution

General

1. You confirm that the information contained in the Proposal accurately represents your involvement in the Program, the involvement of the participating Academic Supervisor(s), the Host Organization(s), Intern(s), and your obligation to administer the Project once the Proposal is approved.
2. If applicable, you shall receive and disburse Mitacs funds according to the Award Letter.
3. Where applicable, you will assist the Intern(s) at your institution in meeting all requirements of your institution pertaining to Project activities. If all or part of the Project takes place abroad, you will assist the Intern in meeting requirements of your institution pertaining to Project activities abroad and ensure that the Intern is provided a pre-departure orientation, etc.

Abiding by laws, rules and policies

4. 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.
5. 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 certification or approval for the use of humans, animals, and/or biohazards, and environmental permits. You are responsible for ensuring that applicable certification is in force during the project and must provide proof of certification upon request by Mitacs.
6. You will read, comply with, and agree to be bound by [Mitacs's Intellectual Property Policy](#).

7. You will read and comply with the [Mitacs Research Security Plan](#).
8. You will adhere to [Mitacs's Program & Research Policies](#).

Liability

9. 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.
10. You acknowledge that you will provide to the Interns sufficient insurance coverage during the Project (whether it takes place in Canada and/or abroad), as required.

When to start your Project

11. All awards are subject to ongoing program eligibility for program Participants, continuation of sufficient funding by Host 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.

Payment of Mitacs funding

12. 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
13. 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 Host 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. 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.

14. 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.
15. You agree to manage the award in accordance with the Terms and Conditions and the applicable Award Letter.
16. Inter-academic institution transfers are not permitted.
17. You agree to disburse the full amount of the financial award as instructed in the Mitacs Award Letter and in accordance with Mitacs's [Use of Funds Policy](#) and Tri-Agency guidelines on the use of funds and acknowledge that the Canadian Academic Supervisor of the project is responsible for adhering to Tri-Agency guidelines on the use of funds.
18. You agree to complete and submit a financial report detailing the use of funds for each project.
19. You agree to maintain proper and accurate accounts and records of the Project for a minimum of two (2) years after the date of completion of each Project.
20. Upon receipt of written notice from Mitacs or any funding partner, you will enable that funding partner, its nominee, or Mitacs to access the relevant accounts, books, and records with respect to the award and allow the funding partner providing funds to Mitacs or its nominee to audit, or cause to audit, those accounts, books, and records, and you agree to cooperate with any such auditor.
21. Upon receipt of written notice from Mitacs and in a timely manner, at your expense, provide Mitacs with copies of all relevant records held by you, or by your agents or contractors, relating to use of the Award, or your participation in Mitacs Programs for the purpose of enabling Mitacs to release such records to the Auditor General of Canada, and to provide 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 this Agreement or the use of the award or other federal funding.
22. You will monitor and follow regular reporting requirements that will enable Mitacs to fulfill its reporting obligations under its funding agreements.

Privacy

23. You and Mitacs acknowledge and agree that, for the purpose of fulfilling your respective obligations pursuant to this Project, you will share required confidential and/or personal information of Interns and Academic Supervisors taking part under this agreement. You and Mitacs mutually agree that both you and Mitacs will treat any such information in strict compliance with the applicable laws in that respect. For further details, see [Mitacs's Privacy Policy](#).
24. 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.
25. 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.
26. 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 Host Organization's name (if applicable) on the [Mitacs Projects Page](#). This may be used by Mitacs to publicize Mitacs programs.

Dispute resolution

27. 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 28, and expects all Participants and the Academic Institution to resolve issues amicably.
28. 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 the 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.

Communication and funder recognition

29. You consent to being contacted by Mitacs and/or its funding partners in relation to project outcomes, success stories, announcements, ceremonies, and other communication activities.
30. You consent to a public announcement of a Project offered through the Mitacs Program by or on behalf of the funding partner in the form of a news release and/or event.
31. You consent to the display of promotional material and/or signage provided by the funding partners, non-academic partner, or Mitacs in the format required by Mitacs at any such announcement or event.
32. Wherever possible, you will acknowledge, verbally and/or in writing, the support you receive from Mitacs and its funders' role in funding the Project(s).