

## TERMS AND CONDITIONS

The Canadian **Academic Supervisor** 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 Academic Supervisor will supervise the Project based on the approved Proposal and confirms that the information contained therein accurately represents their involvement in the Program.
- 1.2 The Academic Supervisor understands and agrees to the Project plan and its timelines and expectations, as outlined in the approved Project.

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1.3 The Academic Supervisor agrees to provide supervision, resources, and information to the Participant, as outlined in the approved Proposal.

## **2. PROPOSAL SUBMISSION**

2.1 The Academic Supervisor 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 Academic Supervisor is a faculty member or appropriate research staff at a Canadian Academic Institution listed in the Proposal and will remain as such for the entirety of the Project as outlined in the approved Proposal.

3.2 The Academic Supervisor (applicable to University Supervisors) is eligible to hold funds and supervise Participants as per the guidelines of the Tri-Agency Federal Granting Agencies (the “Tri-Agency”).

3.3 The Academic Supervisor 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.

3.4 The Academic Supervisor will comply with Ownership, Control, Access and Possession ([OCAP™](#)) standards for conducting research with Indigenous communities.

3.5 The Academic Supervisor 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.

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

4.1 The Academic Supervisor acknowledges that Mitacs cannot assume liability for accidents, illnesses, or losses that occur during or as a result of the Academic Supervisor’s Program participation.

4.2 The Academic Supervisor agrees to adhere to any institutional policies regarding health, safety, and/or travel requirements.

4.3 The Academic Supervisor acknowledges that they are responsible for obtaining appropriate insurance coverage during the Project, as required.

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

5.1 The Academic Supervisor acknowledges that payment of the Program’s financial award to the Academic Institution can only be made after all the 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).

5.1.3.1 In the event that the Host Organization's contribution is held at the Academic Institution, the Academic Supervisor will facilitate the transfer of funds to Mitacs.

5.1.3.2 If the Host Organization's contribution is held at the Academic Institution under an existing research agreement, the Academic Supervisor will facilitate an amendment that recognizes the Project as an eligible component of the agreement (if applicable).

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

## **6. FIDUCIARY RESPONSIBILITY FOR THE FINANCIAL AWARD**

6.1 Where applicable, the Academic Supervisor holds fiduciary responsibility for the financial award, agrees 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.

6.2 The Academic Supervisor 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.

## **7. PROJECT STARTING CONDITIONS**

7.1 The Academic Supervisor will not begin the Project until the following conditions have been met:

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

7.1.2 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.

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

## **8. ACADEMIC SUPERVISOR ASSISTANCE**

8.1 Where applicable, the Academic Supervisor will assist the Participant in meeting all Academic Institution's requirements pertaining to Project activities.

## **9. CANCELLATION POLICY**

9.1 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.

## 10. SIGNIFICANT CHANGES

10.1 The Academic Supervisor agrees to notify Mitacs, International Academic Supervisor (if applicable), Host Organization (if applicable), immediately upon the occurrence of significant changes to the Participant, the Proposal, or the Project budget (if applicable).

## 11. INTELLECTUAL PROPERTY

11.1 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).

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

11.2.1 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>)

11.2.2 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))

## 12. PUBLICATIONS

12.1 The Academic Supervisor will acknowledge Mitacs and its funders in any publications resulting from the Project.

## 13. DELIVERABLES

13.1 The Academic Supervisor will provide the following to Mitacs:

13.1.1 A signature on the final report that is assembled and submitted by the Participant (if applicable).

13.1.2 A completed exit survey no later than 30 days after the Project ends.

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

13.2 Projects involving more than 50 internship units and spanning longer than two years are required to submit a progress report to Mitacs at the mid-point of the project. Please designate one academic supervisor to be the coordinator who is responsible for submitting the report to Mitacs. Failure to submit a satisfactory report may result in delay or cancellation of subsequent funding.

#### 14. [PRIVACY CONSENT](#)

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

14.2 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.