

Terms and Condition of Award Collaborative Research & Development Grants

1. Introduction

The Terms & Conditions for a Research Partnerships Programs (RPP) grant is a statement that establishes the responsibilities of each party in the collaboration and highlights important policies affecting the grant. The NSERC Website (<http://www.nserc-crsng.gc.ca>) lists the detailed requirements.

In agreeing to participate in an award the grantee, the co-applicants, and the industry partners and/or other participating organizations confirm that they accept the Terms & Conditions. In addition, they acknowledge their obligation to cooperate in working towards a successful outcome and to meeting their reporting and financial obligations.

2. General

By drawing on the funds provided through this award, the grantee and the co-applicants agree to the policies and guidelines as outlined in the NSERC *Program Guide for Professors* on NSERC's Web site at http://www.nserc-crsng.gc.ca/Professors-Professeurs/Index_eng.asp, and to any amendments NSERC may adopt. Also refer to the *Tri-Agency Financial Administration Guide* at http://www.nserc-crsng.gc.ca/Professors-Professeurs/FinancialAdminGuide-GuideAdminFinancier/FundsUse-UtilisationSubventions_eng.asp for your responsibilities associated with this grant.

Unless otherwise specified, the policies governing RPP awards, including both the NSERC financial contribution and the industry partners' financial contribution are the same as those that apply generally to NSERC awards and to the use of grant funds. In particular, grant funds (including financial contributions from both NSERC and the industry partners) must be used for the specific purposes for which they were awarded. Grant funds may not be used for items not approved, or for unauthorized purposes such as indirect costs of research.

The Terms & Conditions remain in force until the final reports from the grantee and comments from all industry partners are received at NSERC and the grant account is closed.

3. Acknowledgement of NSERC Support

The participants agree that in all communications relating to the research, or research results, they will acknowledge NSERC support and the support of the participating Canadian Government department and/or agencies. For any large NSERC awards, the communication and announcement of such awards must be made in conjunction with the Communications Department at NSERC and must be consistent with the *General Guidelines for the Public Announcement of Major NSERC Awards* http://www.nserc-crsng.gc.ca/NSERC-CRSNG/policies-politiques/announce-annonce_eng.asp.

4. Duration of the Award

The duration of the award is indicated by the start and end dates in the Grant Summary. Should circumstances change, adjustments to these dates can be negotiated. A written request for an extension will be considered by NSERC and will be approved if the need for an extension is well justified, and as long as there is agreement with other participants.

5. Schedule of NSERC Payments

The approved amount of the grant is given in the Grant Summary.

In order to maximise the management of public funds, NSERC will release annual instalments of awards according to the following schedule:

- Up to \$250,000 – one payment
- \$250,001 to \$500,000 – two payments at six month intervals
- \$500,001 to \$1,000,000 - four payments at three month intervals
- \$1,000,001 or more - monthly payments

6. Release of Instalments

The second and subsequent instalments will be released on or about the anniversary of the start date subject to:

- the availability of funds;
- confirmation that the industrial partner(s) have met their obligations in providing cash and in-kind support;
- confirmation of continued financial support by the industrial partner(s) for the following term;
- satisfactory review of progress;
- demonstrated need for funds. Depending on the above, the amount of the instalment is negotiable.

7. Research Objectives

The participants will make every effort to adhere to the approved research plan. NSERC must approve major deviations in the approved plan or research objectives *before* the changes are implemented.

8. Interactions Among the Partners

Consistent with the intent of fostering productive research collaborations, the participants will hold regular discussions to exchange information, examine results, review priorities and consider measures to enhance the mutual benefits. NSERC should be informed of any major developments or situations where NSERC staff might be of assistance.

9. Progress Reporting and Review

As indicated in the Grant Summary, or upon request, the grantee will provide a report that describes progress to date and updates the plans for the future conduct of the research; and the resources required to complete the approved work.

Progress reports are requested at a frequency that depends on the size and the total duration of the award:

- All CRD awards are required to provide a final report;
- CRD grants with an awarded value <: \$150,000 in the first year or on annual average, are required to provide an annual progress report;

- CRD grants with an awarded value \$50,000 and < \$150,000 in the first year or on an annual average are required to provide a progress report near the end of each two year cycle:
 - near the end of year two for three and four year CRD awards;
 - near the end of year two and year four for five year CRD awards;.
- At the end of year two and subsequent, where a progress report is not required, a confirmation of the continuing collaboration with the partners, receipt of the partner's contributions and the need for funds (grant account balance) will be requested from the Awardee and the Institution;
- CRD grants with an award value < \$50,000 in the first year or on an annual average will not be required to provide a progress report.

NSERC will send reminders that a progress report or other information is due, and will provide guidelines on the items to be addressed.

At its discretion, NSERC may require a progress report when one is not normally required.

10. Budgets

Some latitude is allowed in adherence to planned expenditures, however; NSERC must approve the reallocation of resources of more than 20% of an approved budget item in advance.

NSERC bears no responsibility for expenditures beyond the amount in the grant account.

11. Participation of the Industry Partners

Each industrial sponsor agrees to:

- honour its commitment to the project (in cash and/or in kind) as approved.
- provide periodic assessments, as requested by NSERC, to assist in the evaluation of the progress of the research.
- make every effort to use the project results in its Canadian operation and to the benefit of the Canadian economy and Canadians.

12. Intellectual Property

The grantee and co-applicants, the universities, and industry partners agree to abide by NSERC's Policy on Intellectual Property http://www.nserc-crsng.gc.ca/NSERC-CRSNG/Politiques-Politiques/ip-pi_eng.asp NSERC's Policy on Intellectual Property (IP) supports the premise that every effort should be made to exploit the results of NSERC-funded research in Canada, for the benefit of Canadians. As a condition of accepting an award,

NSERC grantees agree to disclose to their institutions any IP with commercial potential arising from the award should they decide to pursue commercialization. The grantees and their institutions also agree to strive to obtain the greatest possible economic benefit to Canada from any resulting economic activity.

13. Change of Status - Grantee and Participants

The grantee and/or the university will inform NSERC immediately of significant changes in the status of the grantee such as taking a sabbatical, or other leave, or upon permanent departure from the university.

14. Change of Status - Industry Partners

The grantee will notify NSERC immediately of any change in status of the industry partners in the grant. These changes could include any or all of the following:

- Contact name at the organization;
- Buyouts, change of ownership and subsequent name change of the organization;
- Withdrawal or adjustment of support;
- New organizations participating.

A new Form 183A (Information Required from Organizations Participating in Research Partnerships Programs) will have to be completed including a letter of support http://www.nserc-crsng.gc.ca/OnlineServices-ServicesEnLigne/pdf/F183A_e.pdf

15. Termination of Support

NSERC reserves the right to terminate support at any point:

- should progress be found to be unsatisfactory;
- if the support of the industry partner(s) falls to a level substantially less than the amount stated in the Grant Summary, or is withdrawn entirely and a suitable replacement can not be found;
- if grant funds are misused;
- if a grantee is no longer NSERC eligible.

In collaboration with all participants and industry partners NSERC will strive to resolve difficulties before taking steps to terminate an award. In the event of early termination of an award, NSERC will negotiate an orderly phase-out of the project or program to ensure minimal disruption especially for any HQP in training.

16. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

Please note that NSERC normally makes a decision on the need for an official public announcement of competition results, so we ask you and your institution to refrain from making any announcements until this takes place. Funding recipients may be asked to take part in NSERC's public announcement. This does not prevent you from confidentially sharing information about your funding with your collaborators or referring to NSERC funding in applications for other funding. If you foresee any issues or concerns arising from this condition, please contact Melanie Perron, NSERC's Events Manager, by e-mail at melanie.perron@nserc-crsng.gc.ca or by telephone at 613-996-4479.

