

## Institutional Agreement - Quebec institution

## (the "Institution"):

This Agreement is made as of the date it is executed by the Institution as set out below. The Institution will adhere to the following terms and conditions for all projects funded by the Canada Foundation for Innovation (CFI) in which it is involved (e.g. as applicant, recipient, participating institution, etc.).

- 1. CFI funds will only be used to pay the agreed share of the total eligible costs, up to the pre-determined maximum amount of any approved project.
- To cover the remaining costs, the Institution will secure eligible partner contributions or will make the contributions itself.
- 3. The Institution, alone or as a member of a group (the majority of which are eligible institutions), will exercise de facto control over and where appropriate, hold a majority interest in the research infrastructure over its useful life and for a minimum period of five years from the date of acquisition and installation. The useful life of research infrastructure is considered to be the period of time over which the infrastructure is expected to provide benefits and be usable for its intended purpose, factoring in normal repairs and maintenance.
- 4. The Institution will obtain adequate insurance for all CFI-funded research infrastructure.
- 5. The Institution will administer the funds in accordance with CFI policies as described in its <u>Policy and program guide</u> (available on the "Apply & manage awards" page of Innovation.ca) and will conform to CFI reporting requirements. It will use accounting and purchasing procedures that conform to its usual institutional policies and procedures.
- 6. The Institution will notify the CFI immediately if a project cannot be completed or if there is any evidence that CFI funds have not been used in an appropriate manner.
- To achieve the full potential of CFI-funded research infrastructure, the Institution will ensure that appropriate
  resources are provided for the operation and maintenance of existing and future research infrastructure over
  its useful life.
- 8. For projects that involve two or more eligible institutions sharing CFI funding, including instances when the funding is transferred entirely to another institution (e.g. an affiliated entity), an inter-institutional agreement that is in compliance with the CFI's <u>Policy and program guide</u> will be in place and a copy will be sent to the CFI.
- 9. The Institution will comply with the requirements outlined in the *Policy and program guide* regarding:
  - research involving human subjects
  - research involving clinical trials
  - research involving databases containing personal information
  - research involving animals
  - research involving biohazards
  - research involving radioactive materials
  - research involving possible adverse impacts on the environment
  - research involving facilities in the Yukon, the Northwest Territories and Nunavut.

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- 10. The Institution will obtain the consent of the project leader and all researchers designated in a proposal to the collection, use, and disclosure of their personal information in connection with the project and the merit-based review of other proposals submitted to the CFI, pursuant to CFI's researcher privacy notice statement.
- 11. The Institution understands that the CFI is subject to the Access to Information Act and the Privacy Act. Information submitted to the CFI, including personal information, will be managed in accordance with these acts.
- 12. The Institution understands that the CFI may request reimbursement, delay funding or terminate funding for a specific project, or withhold payments for any or all of the Institution's projects, if it does not comply with CFI policies, terms and conditions as outlined in:
  - this Agreement
  - the Policy and program quide (available on the "Apply & manage awards" page of Innovation.ca)
  - the award finalization forms (available on the CFI Awards Management System (CAMS) institutional dashboard)
  - the award agreements (available on the CAMS institutional dashboard)
- 13. This Agreement is made in accordance with and is governed by the laws of the Province of Québec and the federal laws of Canada applicable therein. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Quebec and elect domicile in the City of Montreal with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

In signing this Agreement, the President, Principal or Director General of the Institution agrees to conform to the terms and conditions specified herein, and agrees that the designated individuals and account privileges listed in Appendix A are accurate.

Name:		
Title:		
Department:	Signature	
Institution:	•	
Phone:		
Email:	Date	

Note: Following receipt of this Agreement, a CAMS account will be created for the President, Principal or Director General and will include highest institutional privileges.

# Appendix A - Institutional roles and accounts

## **Designation of roles**

The President, Principal or Director General hereby designates one or two authorized signatories, an account administrator and a liaison to act on his or her behalf and assume the responsibilities specified below. Upon receiving the signed institutional agreement, the CFI will update or create respective accounts in the CFI Awards Management System (CAMS). Privileges will be assigned according to the responsibilities and privileges indicated below. At minimum, read-only access to all modules will be granted automatically to the account administrator, liaison, and authorized signatories. When determining access privileges, institutions are encouraged to plan for backup resources to ensure business continuity when a given individual is away.

#### **Account administrator**

The account administrator has custody of the CFI funds and is accountable for the institutional CFI financial accounts, related records and supporting documentation. The account administrator is authorized to sign award agreements and submit in CAMS award finalization forms, financial reports and Infrastructure Operating Fund annual reports.

Additional privileges in CAMS (check if required):

Notices of Intent and proposals (includes viewing decisions)	Project progress reports	Amendment requests
☐ Data capture	□ Data capture	□ Data capture
☐ Data capture and submit	□ Data capture and submit	□ Data capture and submit
Name: Title: Department: Phone: Email:		

### Liaison

The liaison interacts with the CFI on a day-to-day basis. The liaison is authorized to submit Notices of Intent, proposals, award finalization forms, amendment requests, and project progress reports in CAMS. The liaison is also authorized to submit the strategic research plan.

Additional privileges in CAMS (check if required):

Financial reports	Intrastructure Operating Fund
☐ Data capture	☐ Data capture
☐ Data capture and submit	□ Data capture and submit
Name: Title:	
Department: Phone: Email:	

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#### **Authorized signatory**

The authorized signatory is authorized to sign and submit the letters confirming the submissions of Notices of Intent, proposals, and award agreements. The authorized signatory is also authorized to submit Notices of Intent, proposals, award finalization forms, and project progress reports in CAMS.

Additional privileges in CAMS (check if required):

Amendment requests	Financial reports	Infrastructure Operating Fund
☐ Data capture	☐ Data capture	☐ Data capture
☐ Data capture and submit	☐ Data capture and submit	☐ Data capture and submit
Name:		
Title:		
Department:		
Phone:		
<b>—</b>		
Email:		
Email: Additional privileges in CAMS (ch	eck if required):	
	eck if required):  Financial reports	Infrastructure Operating Fund
Additional privileges in CAMS (ch		Infrastructure Operating Fund  ☐ Data capture
Additional privileges in CAMS (ch	Financial reports	
Additional privileges in CAMS (ch  Amendment requests  Data capture	Financial reports   □ Data capture	☐ Data capture
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Additional privileges in CAMS (ch  Amendment requests  Data capture  Data capture and submit  Name: Title:	Financial reports   □ Data capture	☐ Data capture

## Institutional account management

The liaison and account administrator are responsible for setting appropriate access privileges in CAMS for institutional administrators and project leaders, in accordance with institutional control frameworks and practices. The institution thus accepts full responsibility for privilege delegation and its impact on data access and integrity.

### Changes to institutional accounts

The President, Principal or Director General must inform the CFI as soon as possible of any changes in the designated authorized signatories, account administrator and/or liaison by submitting a revised institutional agreement with appropriate signatures. For security reasons, all access privileges will be removed from the related CAMS institutional account by the CFI for any individual who has been replaced/removed from the institutional agreement. Note that access privileges can be set subsequently by the CFI liaison or account administrator, as in the case for any institutional administrator who is not part of the institutional agreement.