

Agreement on the Administration of Agency Grants and Awards by Research Institutions



Canadian Institutes of
Health Research

Instituts de recherche en
santé du Canada

Natural Sciences and Engineering
Research Council of Canada

Conseil de recherches en sciences
naturelles et en génie du Canada

Social Sciences and Humanities
Research Council of Canada

Conseil de recherches en
sciences humaines du Canada

Canada

Between

British Columbia Institute of Technology

And

The Natural Sciences and Engineering Research Council of Canada; and

The Social Sciences and Humanities Research Council of Canada

Whereas The Canadian Institutes of Health Research, the Natural Sciences and Engineering Research Council of Canada and the Social Sciences and Humanities Research Council of Canada are agencies of the Government of Canada and are charged with promoting and funding research and research training in Canada;

Whereas the Institution is engaged in research, research training, and/or research related activities, in Canada;

Whereas the Parties recognize the vital importance of research, the new knowledge and applications that it creates, the knowledgeable and skilled human resources developed through the process of conducting research, as well as the importance of employing equitable and unbiased review processes such as merit, peer or other mechanisms to ensure that funded research meets the highest standards of excellence;

Whereas the Agencies provide public funds to Recipients to promote and assist research and, therefore, have a responsibility to use the funds as effectively as possible, to account to the Canadian people for their use, allocation and outcomes, and to help ensure that the activities supported are conducted in accordance with the highest ethical and financial standards;

Whereas the Parties are committed to promoting the responsible conduct of research;

Whereas the Parties recognize the importance of research security - in the conduct of research and research training, and in research funding opportunities and policies - to contribute to safeguarding Canada's national security and its open and collaborative research ecosystem;

Whereas the Parties recognize the importance of diversity, equity and inclusion, and Indigenous (First Nations, Inuit and Métis) rights, in the conduct of research and research training, and in research funding opportunities and policies, and are committed to promoting equitable and inclusive practices and eliminating systemic biases;

And whereas the purpose of this Agreement is to set out the general terms and conditions governing the administration, by the Institution, of Grants and Awards, and only institutions that agree to these terms and conditions are eligible to receive funding directly from an Agency;

In consideration of their respective obligations contained in this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement is effective April 1, 2023 to March 31, 2028.

2. Definitions

The following definitions apply throughout this Agreement:

Agreement means this agreement.

Award means funding provided by an Agency through a scholarship, fellowship, or Agency salary or career support grant.

Agency means CIHR, NSERC or SSHRC.

Agencies means CIHR, NSERC and SSHRC.

Animal means a vertebrate or a cephalopod.

CIHR means *The Canadian Institutes of Health Research*.

Equipment means any item (or interrelated collection of items comprising a system) of tangible and intangible (software, licenses, etc.) property which is used wholly or in part for research.

Grant means funding provided by an Agency to carry out research and related activities.

Institution means British Columbia Institute of Technology.

NSERC means *The Natural Sciences and Engineering Research Council of Canada*.

Parties means the Agencies and the Institution.

Recipient means an Award holder or a Grant holder.

Researcher means an individual who carries out research activities.

SSHRC means *The Social Sciences and Humanities Research Council of Canada*.

3. Roles and Responsibilities of the Parties

- a. In general, and subject to more specific requirements set out in this Agreement, the Institution shall:
 - i. provide an adequate physical and organizational infrastructure for the conduct of research, research training, and other activities funded by an Agency; and
 - ii. develop and implement effective and equitable policies, administrative systems, procedures, and controls to ensure that all activities funded by an Agency are conducted in compliance with all:
 1. legislated requirements;
 2. Agency policies and procedures as detailed in Section 4; and
 3. grant and award funding agreements.
- b. Each Agency shall accept and process applications for funding that it receives from the Institution, in accordance with the Agency's policies and procedures.
- c. Each Agency shall consult with the Institution on the introduction of new policies or changes to its existing policies that may have a significant impact on the Institution, to the extent reasonably possible.

4. Specific Obligations

4.1 Support of Applications, Grants, and Awards, and Confirmation of Eligibility

- a. Prior to an application being considered by an Agency, the Institution shall verify eligibility and confirm support, both in accordance with Agency policy requirements.
- b. The Institution:
 - i. shall confirm the eligibility of each Grant or Award applicant at the time of application, in accordance with the relevant Agency's eligibility requirements and procedures;

- ii. shall monitor the eligibility of its Recipients throughout the term of the Grant or Award;
 - iii. shall advise the relevant Agency immediately, of any change in the eligibility status of an applicant or Recipient; and
 - iv. may, after consulting with the relevant Agency, withdraw its endorsement of a Grant or Award application, or of an existing Grant or Award, if the Agency or legislated requirement imposes an undue burden on the Institution.
- c. Upon being advised of a withdrawal of support for an existing Grant or Award, the Agency may terminate the Grant or Award and may demand the repayment of the funds remaining in the Grant or Award account.

4.2 Responsible Conduct of Research

The Institution shall comply with the requirements set out in the [Tri-Agency Framework: Responsible Conduct of Research](#), as amended, which sets out the responsibilities of Institutions, Researchers and the Agencies in respect of the responsible conduct of research, including the procedures to be followed in the event of a breach of an Agency requirement, or an allegation thereof.

4.3 Research Involving Humans

The Institution shall, for all research involving humans carried out under its auspices:

- a. comply with the [Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans](#), as amended;
- b. establish, maintain and comply with its own policy and procedures, or have a formal agreement with another institution, that conform to the requirements set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans;
- c. ensure that Researchers are informed of their obligations under the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans and provided such training as they may reasonably require;
- d. ensure, through the use of financial or other controls, that the Institution's research ethics board ("REB"), or an REB designated by the Institution, has approved the research project before research activities involving humans have commenced, and that REB approval is maintained as long as activities involving humans are carried out. Where appropriate controls are in place, all Grant funds may be released prior to (or pending) REB approval.

4.4 Research Involving Animals

If the Institution uses animals in any of its research, whether in its own facilities, in other facilities or in the field, it shall:

- a. maintain a valid Certificate of Good Animal Practice® from the Canadian Council on Animal Care ("CCAC") and ensure that research funded by an Agency complies fully with [CCAC standards](#), as amended;

- b. ensure, through the use of financial or other controls, that the Institution's animal care committee has approved the research project before research activities involving animals have commenced, and that animal care committee (ACC) approval is maintained as long as research activities involving animals are carried out. Where appropriate controls are in place, all Grant funds may be released prior to (or pending) ACC approval.

4.5 Institutional Conflict of Interest

When making decisions about research or related activities funded by an Agency, the Institution shall ensure that its decision-makers avoid situations that could place them in a real, perceived or potential conflict of interest or, if unavoidable, take appropriate measures to mitigate the risks thereof, taking into account the best interests of the funding Agency.

4.6 Financial Administration

The Institution shall:

- a. administer and expend the funds that it receives from an Agency in accordance with:
 - i. the Agency's financial policies and procedures including, but not limited to, the [Tri-Agency Financial Administration Guide](#), and the [Tri-Agency Research Training Award Holder's Guide](#), as amended; and
 - ii. any additional terms or conditions as specified in the relevant Grant or Award;
- b. establish and maintain policies, systems, procedures and controls that require and ensure compliance by Recipients with the relevant Agency's financial policies and procedures;
- c. for each Grant and Award:
 - i. maintain a separate account within the financial reporting system of the institution;
 - ii. hold the funds until they are expended by the Recipient in accordance with the terms and conditions of the Grant or Award;
 - iii. ensure that each expenditure and charge made to the Grant or Award account is authorized by the Recipient, or by their delegate who is authorized in writing; and
 - iv. keep complete and accurate records on the use of Agency funding, including verifiable audit trails with complete supporting documentation for each transaction, for at least seven years;
- d. withhold or withdraw approval of expenditures that contravene an Agency or institutional policy or a term or condition of the Grant or Award;
- e. consult with the relevant Agency whenever the Institution is uncertain as to the Agency's financial requirements;
- f. promptly process eligible and approved payments from Recipient accounts;
- g. provide adequate, equitable financial and administrative support to its Recipients to ensure sound management of funds;
- h. in the event of a transfer of Grant or Award funds from the Institution to another institution, ensure that the transfer complies with the provisions of the relevant Agency's applicable financial policies, and procedures;

- i. provide regular and timely financial reports on the use of Agency funds, as the relevant Agency may require, and comply with relevant Agency's requirements related to ongoing financial monitoring;
- j. comply with the Agencies' financial monitoring requirements, including:
 - i. provide any information reasonably requested by the Agencies to allow the Agencies to assess risks related to the Institution's management of Agency funds;
 - ii. upon request by an Agency following the identification of risk(s) to the appropriate use of its funds administered by the institution, implement measures prescribed by the Agency to mitigate these risk(s). Such measures would be progressive, and proportional to the materiality and potential impact of the risk(s);
- k. provide each Grant or Award holder with regular information regarding their account;
- l. upon reasonable notice, allow Agency representatives access to its premises and facilities to carry out monitoring reviews and compliance audits, provide them with access to all accounts, records and other information related to a Grant or Award, and respond fully and accurately to any inquiries the Agency may make for the purpose of verifying adherence to the relevant Agency's requirements; and
- m. allow representatives of the Auditor General of Canada access to the information mentioned in (l) and access to the Institution's premises so that they may exercise the powers granted under the Auditor General Act, including the carrying out of financial or performance audits.

4.7 Ownership of Equipment and Facilities

- a. The Institution retains ownership of Equipment purchased with agency grant funds and shall
 - i. assume and retain ownership of the Equipment, unless:
 - 1. the relevant Agency agrees otherwise in writing;
 - 2. doing so would be contrary to a legislated requirement;
 - 3. ownership is to be transferred to another institution, in which case the Institution shall obtain a written undertaking from the other institution agreeing to abide by the terms under which the funds for Equipment were granted; or
 - 4. the Equipment is disposed of, in which case the Institution shall make reasonable efforts to use any funds obtained from the disposal of the Equipment for research-related purposes;
 - ii. house, maintain and, if appropriate, insure the Equipment, and take reasonable measures to protect it during its useful life; and
 - iii. to the extent reasonably possible, and if appropriate given the nature of the Equipment, allow other Researchers to also make use of it.
- b. If the Equipment is to be loaned to another institution, the Institution shall retain ownership of the equipment and shall remain responsible to the Agency for the obligations set out above.

4.8 Impact Assessments and Reviews

The Institution shall assist the Agencies in fulfilling their responsibilities under the [Impact Assessment Act](#) and, more specifically, the Institution shall:

- a. comply with any request for information that an Agency may require to meet its obligations under the Act; and
- b. assist applicants in preparing or commissioning documentation or reports that may be required, the cost of which shall be borne by the Institution or the applicant and does not constitute an expense eligible for Agency funding.

4.9 Agency Policies

The Institution shall comply with their responsibilities in accordance with all relevant Agency policies, as amended or introduced within the duration of the Agreement.

Joint Agency policies are found at: science.gc.ca -> Collaboration between Federal Research Funding Organizations -> [Policies and Guidelines](#) (www.science.gc.ca/eic/site/063.nsf/eng/h_1E7A5F18.html)

CIHR policies are found at: cihr-irsc.gc.ca -> Funding -> Overview -> [CIHR Funding Policies](#) (www.cihr-irsc.gc.ca/e/204.html)

NSERC policies are found at: nserc-crsng.gc.ca -> About -> NSERC -> [Policies and Guidelines](#) (www.nserc-crsng.gc.ca/NSERC-CRSNG/policies-politiques/index_eng.asp)

SSHRC policies are found at: sshrc-crsh.gc.ca -> About SSHRC -> [Policies](#) (www.sshrc-crsh.gc.ca/policies)

4.10 Reporting on Performance and Outcomes

The Institution shall:

- a. provide any information about a Grant or Award that an Agency reasonably requests, in a timely manner;
- b. contribute to the monitoring, review and evaluation of the Agency's programs, policies and processes by participating in mid-term reviews, evaluation studies, surveys, workshops, audits and other activities organized for the purpose of collecting information to assess progress and results; and
- c. make its applicants, Recipients, students and administrative staff available to participate in the monitoring, review and evaluation of the Agency's programs, policies and processes.

5. Dispute & Default Management

5.1 Conflict Resolution

In the event of a conflict in respect of this Agreement or its implementation, the Parties 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 the Parties' management for resolution. The Agency shall, in consultation with the Institution, determine an acceptable timeline to resolve the conflict. If the Parties concerned agree, the matter may be referred to mediation before a mutually acceptable third party.

5.2 Independent Review in Certain Cases

If an Agency reasonably believes that there has been a material breach of this Agreement, it may require the Institution to cause an independent review to be carried out promptly by a qualified person to verify and report on compliance by the Institution with Agency requirements, the cost of which shall be borne by the Institution. The Institution shall make this independent review report and any working papers of the review available to the Agency.

5.3 Default and Remedies

- a. The following shall constitute an event of default:
 - i. If the Institution has committed a material breach of this Agreement;
 - ii. If the Institution has submitted materially false or misleading information or has made misrepresentations of a material nature to an Agency, other than in good faith;
 - iii. If the Institution ceases to operate, is dissolved, or an order is made or resolution passed for the winding up of the Institution; or
 - iv. If the Institution becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute being in force relating to bankrupt or insolvent debtors.
- b. If an event of default occurs, and the default is related to a specific Grant or Award, the Agency may demand that the Institution take corrective action within a specified period of time. The Agency may also immediately suspend the Grant or Award and require that the Institution stop the payment of funds in respect of it. If the Institution fails to take corrective action satisfactory to the Agency, the Agency may exercise one or more of the following remedies:
 - i. If the Agency has not already done so, suspend the Grant or Award and require that the Institution stop the payment of funds in respect of it;
 - ii. Terminate the Grant or Award; or
 - iii. Require the Institution to repay part or all of the funds remaining in the Grant or Award account or, in exceptional cases, require the Institution to repay all the funds provided by the Agency in respect of the Grant or Award.
- c. If an event of default occurs, in a case other than b), the Agency may demand that the Institution take corrective action within a certain time. If no demand is made, or if the Institution fails to comply with a demand in a way that is satisfactory to the Agency, the Agency may exercise one or more of the following remedies:

- i. Demand that the Institution cease payments from any or all Grant and Award accounts;
 - ii. Terminate any obligation that the Agency may have to provide funding to the Institution;
 - iii. Require the Institution to repay any funds paid to it that were misused or that were paid by the Agency as a result of a misrepresentation; and
 - iv. In exceptional cases only, declare the Institution ineligible to apply for funding.
- d. Any amount owed to the Agency under this Agreement constitutes a debt due to the Crown, which the Institution agrees to repay upon 30 days written notice. In the case of a demand for repayment, the Agency is entitled to interest on the amount demanded that accrues 30 days from the date of demand at the interest rate set out in the [Interest and Administrative Charges Regulations](#), as amended.

5.4 Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

6. General

6.1 Survival

The rights and obligations of the Parties set for in this and the following sections shall survive expiry or termination of this Agreement, and shall remain in full force and effect for a period of seven years after the expiry or termination of this Agreement: 4.6(l) and (m); 4.10; 5.2; and 5.3.

6.2 Relationship of the Parties

Nothing contained in this Agreement shall be construed so as to create an agency relationship between the Parties or to place the Parties in a relationship of partners or joint venturers, and no Party shall have any right to obligate or bind another Party in any manner.

Signatures

For the Agencies



President
Natural Sciences and Engineering Research Council of Canada

December 16, 2022
Date



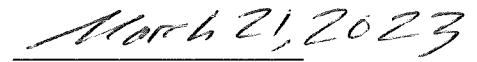
President
Social Sciences and Humanities Research Council of Canada

December 16, 2022
Date

For the Institution



Signature



Date

PAUL McCULLOUGH INTERIM PRESIDENT
Name and Title & CEO

I have the authority to bind the Institution.