



Parkinson Canada

Research Program

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

Each Research Funding Agreement (RFA) is subject to, and every research grant and training award is conditional upon, strict compliance with the following terms and conditions (the “Terms and Conditions”) which the applicant shall be deemed to have accepted upon submission to Parkinson Canada (PC) of an application to participate in the Program.

Failure to comply with these Terms and Conditions may result, in addition to any other remedies Parkinson Canada may have at law, in the termination of the research grant or training award granted under the Program and exclusion of the applicant from future grant and fellowship award competitions.

FUNDING

1.1. Funds. Subject to the Grant Recipient’s compliance with this Agreement (including the Policies), PC will make available funding under the Grant up to the maximum amount set out on the attached grant letter (the “Funds”). Unless otherwise agreed, the Funds will constitute the full and complete amount payable by PC under the Grant.

1.2. No Similar Funding. The Parkinson Canada Grant is awarded on the condition that the Recipient receives no funds from any third party during the term of the Parkinson Canada Grant (the “Term”) that would duplicate the purpose of this Grant. If such additional funds are received prior to the expiry of the Term (the “Expiry Date”), the Recipient agrees to reimburse Parkinson Canada to the extent of the overlapping amount.

1.3. Advances of Funds. Subject to Sections 1.4 and 1.9, the Funds will be advanced by PC in accordance with the payment schedule set out in the attached grant letter and in the Policies. All Funds will be advanced to the Institution.

1.4. Conditions to Funding. In addition to any conditions set out in the Policies, PC will have the right to suspend all future advances of Funds if the Grant Recipient and Institution are not in full compliance with this Agreement, including without limitation, having fulfilled all reporting obligations and applicable milestones (if any) with respect to the Research Project.

1.5. Use of Funds.

- I. The PC Award (Graduate Student Award, Basic Research Fellowship) is to be used by the Recipient as financial support and/or for living expenses, while working on the research and gaining research experience in Parkinson’s related areas.
- II. The PC Grant (Pilot Project Grant, New Investigator Award) is to be used by the Recipient to cover the operating expenses, technical support staff salaries, and equipment costs in connection with the project for which the Parkinson Canada Grant is awarded (the “Project”), as approved by the Advisory Council, and for no other purposes. Budgeted equipment costs will be permitted provided the total equipment costs do not exceed 20% of the total budget for the Program. Travel costs for presentation of research findings will be permitted provided the total costs do not exceed a maximum of \$1500. Funds received from PC cannot be used to cover institutional overhead costs.

1.6. No Financial Gain. The PC Grant shall not be used in any manner that provides an element of financial gain to the Recipient or any person or entity associated with the Recipient, including the Recipient’s collaborators and/or key personnel.

1.7. Accounting Records. The Institution and the Grant Recipient will keep systematic and complete records of the receipt and disbursement of all Funds advanced under the Grant, consistent with the Institution's financial management standards and established cost accounting policies and procedures, and will maintain such records for the period of time set out in the Policies. All Funds provided by PC to the Institution under this Agreement will be tracked in a separately identifiable account within the Institution's financial system.

1.8. PC Inspection and Audit Right. PC will have the right, at any time, to inspect and audit all records relating to amounts spent under this Agreement, and to monitor research progress by having access to site visits to the Institution, meeting with the Grant Recipient and other Institution personnel involved in the Research Project, and reviewing data and other documents and material relating to the Research Project.

1.9. PC Financial Ability. Notwithstanding any other provision or obligations under this Agreement, PC's obligation to advance any Funds under this Agreement is subject to the ongoing financial ability of PC to meet such obligation. Upon a determination by PC, in its sole discretion, that it does not have amounts readily available and designated to provide the Funds under this Agreement, PC may elect not to advance any or all Funds under this Agreement and/or may terminate this Agreement, in each case by providing notice to the Institution.

1.10. Carry Over of Funds. The Grant Recipient will not have any ability to carry over funds not expended in this Grant to future similar grants, unless PC approves such carryover in writing.

RESEARCH REPORTS AND FINANCIAL REPORTS

2.1 Research Reports. The Grant Recipient will provide PC with research progress and final reports on the Research Project in the form and at the frequency and by the deadlines set out in the Policies. The Grant Recipient must use the applicable PC progress and final report template for all reports.

2.2 Financial Reports. The institution's financial officer will provide PC with financial reports relating to the expenditure of the Funds, in the form and at the frequency and by the deadlines set out in the Policies. All financial reports must use "cost based" and not accrual accounting. The Grant Recipient must use the PC financial report template for all financial reports.

PUBLISHING AND COMMUNICATIONS

3.1 Publication of Research Results. PC expects that the results of the Research Project will be published in appropriate journals. The sole responsibility for publication lies with the Grant Recipient. As soon as a manuscript is accepted for publication, the Grant Recipient will inform PC and will provide the name of the journal, title of article and expected date of publication and other requested details in accordance with the Policies. PC will not have any responsibility to review the results of the Research Project prior to publication, and the Grant Recipient will not make any statement implying that PC has participated in or directed the Research Project, or endorsed or validated the results of the Research Project in any way.

3.2 Publicity. The Grant Recipient acknowledges that PC will have the right to reference the Grant Recipient and the Research Project, and to include non-confidential results of the Research Project (including results previously published by the Grant Recipient) in publications, publicity communications, advertisements, news releases and all other forms of internal and external communications. The Grant Recipient will cooperate with PC in its efforts to increase stakeholder awareness of the research funded by PC, including, without limitation, by participating in those activities and events set out in the Policies.

3.3 Acknowledgement of PC. The Grant Recipient will acknowledge the financial support of PC in all publications, scientific exhibits, presentations, press releases and other media announcements related

to the Research Project. The form of acknowledgement will be in accordance with the current PC standard acknowledgement wording set out in the Policies, which wording may be updated from time to time by PC. The Grant Recipient will provide PC with at least 3 weeks prior notice of any pending publication, presentation, exhibit, public announcement or press release related to the Research Project, and will incorporate PC's comments and feedback into any such publication, presentation, exhibit, announcement or press release.

OTHER OBLIGATIONS

4.1 Conditions and Eligibility Requirements. The Grant Recipient will comply with all conditions and eligibility criteria relating to the Grant, as set out in the Policies. These conditions may include restrictions on holding multiple grants or accepting other sources of funding.

4.2 Compliance with Laws and Ethics Requirements. In conducting the Research Project, the Grant Recipient agrees to comply with all applicable laws, regulations and government guidelines, and with all applicable policies of the Institution, including without limitation, those relating to research ethics and safety.

4.3 Ethical Considerations. Notwithstanding anything to the contrary herein, Parkinson Canada may refuse to make payment of the Parkinson Canada Grant in respect to a Project that: involves human subjects unless the protocol has been reviewed by the Institutional Research Ethics Board and it has been determined (and communicated to Parkinson Canada in writing) that the protocol meets the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans; involves recombinant DNA molecules or pathogenic organisms or animal cells unless the protocol has been reviewed by the institutional Biohazards Committee and it has been determined (and communicated to Parkinson Canada in writing) that the protocol meets the requirements of the Canadian Institute of Health Research's "Guidelines for the Handling of Recombinant DNA Molecules and Animal Viruses and Cells" and the Recipient has confirmed that the Project will be carried out under the required level of containment; or involves the use of experimental animals unless the protocol has been reviewed by the Institutional Animal Care Committee and it has been determined (and communicated to Parkinson Canada in writing) that the protocol is in accordance with the Guide to the Care and Use of Experimental Animals of the Canadian Council of Animal Care (CCAC) [Vol.1, Rev. ed (2017)].

4.4 Stem Cell Research. The Recipient shall review and comply with Parkinson Canada's policy on stem cell research, which mirrors the published policy of the CIHR entitled "TCPS 2 (2014) - Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (December 2014)" (the "Policy") at all times during the Term. Unless expressly directed otherwise by Parkinson Canada, a copy of the Policy and any amendments thereto, may be obtained at: https://ethics.gc.ca/eng/policy-politique_tcps2-eptc2_2018.html. The Recipient shall be solely responsible for obtaining a copy of the Policy and any amendments thereto and shall comply at all times during the Term with all laws, regulations, guidelines, policies, and directives relating to the Project, including without limitation the Assisted Human Reproduction Act (S.C. 2004, c. 2), and all other laws, regulations, policies, and directives relating thereto. The Recipient shall comply at all times during the Term with any regulations, guidelines, policies and directives, or any other requirements, the Assisted Human Reproduction Canada ("AHRC") may implement in respect to the Project.

The Recipient shall ensure that all human embryonic stem cell lines generated from the Project using the Parkinson Canada Grant will be listed with the National Registry of Human Embryonic Stem Cell Lines maintained by CIHR and shall be made available to other Canadian academic researchers.

4.5 Parental Leave. Parkinson Canada does not provide for paid parental leaves of absence. A Recipient intending to be absent from work for parental leave will be permitted to have their funding suspended for the duration of the absence. The period of absence cannot exceed twelve months from the start of the leave. A written request for a parental leave of absence must be made within ninety days before the leave is to begin and should include the dates of the period of leave and the expected date of return. The award will be suspended for the duration of the leave and shall recommence when, and if, the recipient returns to the host institution. Upon the Recipient's return from the leave of absence, written confirmation verifying active return to the project, and registration with their host institution is required to reinstate the award.

4.6 Prolonged Absence. The Recipient shall immediately notify Parkinson Canada of any illness or other cause necessitating the absence of the Recipient from performing their usual activities in connection with the Project exceeding ninety successive days. In these circumstances, Parkinson Canada may, in its sole discretion, immediately terminate its obligations to the Recipient under any agreement entered into by the parties in connection therewith and all Unused Funds shall be promptly returned to Parkinson Canada.

4.7 Notice Obligations. The Grant Recipient and the Institution will notify PC immediately upon any of the following: (i) any material breach by the Grant Recipient or the Institution of this Agreement (including any material breach of the Policies); (ii) any event requiring PC's prior approval; (iii) any significant findings, breakthroughs or events of unusual interests discovered in the course of the Research Project; (iv) any material ethical issues, or death or significant side effects arising in the course of the Research Project; (v) any other significant problem, delay or adverse condition that will or may materially affect the Research Project, its objectives or time schedules, together with the Grant Recipient's proposed actions to address such problems, delays or adverse conditions; or (vi) any conduct or alleged conduct by the Grant Recipient or the Institution that may negatively impact PC's reputation (including, without limitation, any allegations of scientific fraud or misconduct or other illegal or discriminatory behaviour).

4.8 Events Requiring PC Approval. The Grant Recipient and the Institution will request prior written approval from PC for any of the following events: (i) any significant change in scope, objectives or facilities for the Research Project; (ii) any proposed new principal investigator for the Research Project, other than the Grant Recipient; (iii) any proposed transfer by Grant Recipient to an institution or other entity other than the Institution; and (iv) any material changes to the budget from the Budget attached to the grant letter.

4.9 Intellectual Property and Open Access. PC acknowledges and agrees that all research material and results, such as data, knowledge, information, inventions, know-how, materials, and other intellectual property, will be owned by the Institution and the Grant Recipient in accordance with the Institution's intellectual property policies. The Institution and the Grant Recipient agree to share and make available all research material and information, data, know-how and other knowledge arising from the Research Project in accordance with the open access and disclosure requirements set out in the Policies.

4.10 Document Retention. The Grant Recipient and the Institution will comply with the document retention policies of the Institution, but in any case, will retain all records related to the Project for the period of time after completion of all required reports related to the Research Project as is set out in the Policies, or for such longer period(s) as may otherwise be required by applicable law.

4.11 Events. The Grant Recipient may be asked to attend Parkinson Canada's annual general meeting or other special meetings during which they may be invited to report on the progress of the Project and exchange information with other investigators. In the event the Recipient attends such meeting at the

request of Parkinson Canada, the reasonable travel expenses of the Recipient will be paid for by Parkinson Canada.

LIABILITY AND INDEMNITY

5.1 No Liability. In no event, whether under contract, negligence, strict liability or other legal or equitable theory, shall PC be liable to the Grant Recipient or the Institution in connection with this Agreement: (i) for any special, indirect, incidental, consequential, punitive or exemplary damages, including lost profits or economic loss of any kind, even if PC has been advised of the possibility of such damages; or (ii) for any amount in excess of the Funds actually advanced by PC under this Agreement.

5.2 Release of PC. The Grant Recipient and the Institution each acknowledge their sole responsibility for the conduct of all research or investigation related to the Research Project, and hereby release PC and its affiliates and officers, directors, trustees, employees and agents (the “PC Persons”) from all claims, losses, damages, liabilities and injuries that may arise from the conduct of research or investigation related to the Research Project.

5.3 Indemnity. To the extent allowed by law, the Grant Recipient and the Institution will indemnify, hold harmless and defend the PC Persons from and against all claims, demands, actions, liabilities, damages and expenses (including reasonable legal fees and expenses) resulting from, or arising out of, or related to: (i) the conduct of research or investigation related to the Research Project; (ii) any allegation that the Grant Recipient’s work in connection with the Research Project infringes or misappropriates the intellectual property rights of any third party; or (iii) any breach by the Grant Recipient or the Institution of any provision of this Agreement.

TERM AND TERMINATION

6.1 Initial Term. The approved term of the Grant is set out on the attached grant letter.

6.2 Extension. PC may, upon the Grant Recipient’s request made in accordance with the Policies, agree to extend the term of the Grant for an additional term in accordance with the Policies. Unless indicated in the Policies that a funding extension is available, any agreed-to extension will be a “no cost extension” without any additional funds being advanced.

6.3 Early Completion. In the event the Project is completed prior to the expiry of the Term, or in the event the Project cannot be continued during the Term, for any reason, Parkinson Canada’s obligation to continue to fund the Project under the terms of the Parkinson Canada Grant shall automatically terminate. Upon such termination, the Recipient shall promptly return to Parkinson Canada the unused portion of the Parkinson Canada Grant (the “Unused Funds”) and shall have no further right to use the Unused Funds for any purpose, unless the prior written consent of Parkinson Canada is obtained to use the Unused Funds for a purpose approved by Parkinson Canada.

6.4 Termination. In addition to any rights set out in the Policies, and without limiting any other remedies otherwise available to PC, PC may terminate the Grant and this Agreement immediately on notice to the Grant Recipient and the Institution if: (i) PC determines that the Funds are not expended or properly expended; (ii) the Grant Recipient materially fails to meet the timelines, if any, for completion of the tasks set forth in the Grant Recipient’s proposal for the Research Project; (iii) the Grant Recipient or the Institution fails to comply with any other provision of this Agreement and does not cure such failure within a reasonable time after notice of failure has been provided by PC (provided that there will be no cure period in the event of any fraud or misconduct or if immediate termination is required for reasons of health or safety or to protect PC’s reputation); (iv) PC does not provide its consent to any event requiring its prior approval under this Agreement; (v) PC determines that there is any conduct or alleged

conduct by the Grant Recipient or the Institution that may negatively impact PC's reputation (including any allegations of scientific fraud or misconduct or other illegal or discriminatory behaviour by the Grant Recipient); (vi) at the request of the Grant Recipient or the Institution; or (vii) at the direction of the board of directors of PC.

6.5 Effect of Termination. Upon termination of this Agreement for any reason: (i) the Grant Recipient will submit the final reporting required under the Policies by the deadlines set out in the Policies; and (ii) the Institution will return all unspent Funds previously advanced by PC within the time period set out in the Policies. Unless this Agreement is terminated by PC under Section 1.9, PC will pay for all eligible expenditures incurred prior to the date of termination.

6.6 Unused Funds. All unused funds as of the Expiry Date are to be promptly returned to Parkinson Canada unless Parkinson Canada consents in writing prior to the Expiry Date to the use of such funds by the Grant Recipient to complete the Project.

6.7 Termination on Expiry Date. Unless Parkinson Canada agrees in writing to extend the Term beyond the Expiry Date, Parkinson Canada's obligations to the Recipient under the Parkinson Canada Grant and any agreement entered into by the parties in connection therewith shall automatically terminate on the Expiry Date.

6.8 Failure to Comply. Failure to comply with these Terms and Conditions may result, in addition to any other remedies PC may have at law, in the termination of the Parkinson Canada Grant and the exclusion of the Recipient from future grant and fellowship award competitions.

6.9 Force Majeure. No Party shall be responsible to the other Parties for any delay in the performance of, or failure to perform this Agreement where such delay or failure is caused by circumstances beyond the reasonable control of the affected Party including, without limitation, strikes, lockouts or any other labour disruptions, war, civil commotion, natural disaster, disease or epidemics/pandemics or acts of God. In the event of any such delay or failure in performance, the affected Party shall be granted an extension of time for performance that is equitable in light of the cause of the delay.

MISCELLANEOUS

This Agreement, and any disputes arising out of or related hereto, will be governed by the laws of the Province of Ontario. The provincial and federal courts located in Toronto, Ontario, will have exclusive jurisdiction to adjudicate any disputes arising out of or relating to this Agreement, and each party consents to the exclusive jurisdiction of such courts. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposal or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party(ies) against whom the modification, amendment or waiver is asserted. The Grant Recipient is an independent contractor for purposes of the Research Project. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No failure or delay by any party in exercising any right under this Agreement will constitute a waiver of that right. The provisions of this Agreement, which by their nature or express terms would survive termination or expiration of this Agreement, shall survive any termination or expiration, including without limitation, intellectual property, liability and indemnity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

REPORTING REQUIREMENTS**New Investigator Grants, Graduate Studentship Awards, Basic Research and Clinical Research Fellowships**

Note: New Investigator Awards are not available in 2023-2025.

Parkinson Canada requires grant recipients of the New Investigator Grants, Graduate Studentship Awards, Basic Research and Clinical Research Fellowships to submit Annual and Final Progress Reports, as well as a Financial Summary detailing the use of the funds awarded under the Program for New Investigator Grants only. The advance of the portion of the award to be made in the second year of the term of the Program is conditional upon submission of an Annual Progress Report to Parkinson Canada in substance and form satisfactory to the Advisory Council at the end of the first year of the term of the Program. The report shall be submitted via email research@parkinson.ca no later than 1 October 2023. Parkinson Canada reserves the right, in its sole discretion, to terminate funding for non-compliance with this term. Progress report guidelines and instructions will be provided by Parkinson Canada in advance of the report deadline.

The Final Progress Report must describe the results of the successful applicant's project and the Financial Summary must detail the use of the funds awarded under the Program for New Investigator grants only. These reports shall be submitted by the successful applicant to Parkinson Canada in substance and form satisfactory to the Advisory Council. The Final Progress Report and the Financial Summary shall be submitted to the attention of the Director, Research Program at Parkinson Canada's Toronto Office no later than three months after the termination of the two-year term of the Program.

Pilot Project Grants & Clinical Movement Disorders Fellowship

Parkinson Canada requires recipients of Pilot Project Grants and Clinical Movement Disorders Fellowships to submit a Final Progress Report, as well as a Financial Summary detailing the use of the funds awarded under the Program for Pilot Project Grants and Clinical Movement Disorders Fellowship. The Final Progress Report must describe the results of the successful applicant's project and the Financial Summary must detail the use of the funds awarded under the Program. These reports shall be submitted by the successful applicant to Parkinson Canada in substance and form satisfactory to the Advisory Council. The Final Progress Report and the Financial Summary shall be submitted to the attention of the Director, Research Program at Parkinson Canada's Toronto Office no later than three months after the termination of the one-year term of the Program.

APPLICATION PROCEDURES

Applications are submitted digitally through the Parkinson Canada online Research Application System at <https://www.parkinsonresearch.ca/> where applicants can register and complete an application form. Confirmations of receipt will be provided automatically upon successful submission of the application.

Applicants should refer to each Request for Application (RFA) for specific application requirements pertaining to the categories of award in which they are interested. The deadline for receipt of applications to the 2023-2025 cycle competition is **February 6, 2023 (11:59pm EDT)**. It is the applicant's responsibility to make note of the specified due date and time for their application.

Applications must be submitted with the required signatures by the due date. Prior to submission, applicants should determine what signatures are needed and obtain **all the required signatures** for the application. Once obtained, upload the signed signature page to the Parkinson Canada online system as part of your submission before the application deadline date. **Applicants do not need to courier any documents to Parkinson Canada; however, we do ask that you keep the original signed documents which may be requested in the event that your application is successful in the competition.**

LANGUAGE OF APPLICATION

Parkinson Canada welcomes applications in both official languages.

PARKINSON CANADA PARTNERS

Parkinson Canada is committed to building strong partnerships in the service of its Research Program and its mission to ease the burden and find a cure for Parkinson's disease. Parkinson Canada is grateful for the generous contributions of its donors, members and partners in the funding of the Research Program.

FOR MORE INFORMATION CONTACT:

Parkinson Canada Research Department
Email: research@parkinson.ca