

Alberta Cancer Foundation

Program Investment

Terms and Conditions

1.0. Background.

This document sets out the terms and conditions for all Alberta Cancer Foundation Investments.

2.0. Definitions.

- A. "*Application*" refers to any request for financial support that has been submitted to and approved by the Alberta Cancer Foundation.
- B. "*Co-Lead(s)*" refer(s) to any individual identified within the original application as a Co-Lead or Operational Lead.
- C. "*Eligible Expenditures*" refers to the allowable costs as identified in the Investment Agreement.
- D. "*Guidelines*" refers to the document outlining the objectives, eligibility, allowable costs, review process and assessment criteria for the opportunity in which an application is being or has been submitted. Guidelines can be found on the Alberta Cancer Foundation website: www.albertacancer.ca.
- E. "*Host Institution*" refers to the primary institution of the individual or team lead. Unless otherwise agreed upon, this institution will act as the investment administrator on behalf of the Alberta Cancer Foundation.
- F. "*Individual*" refers to a primary applicant submitting an application that is not team-based.
- G. "*Investment Agreement*" refers to the package of documents that includes the Investment Letter and all associated appendices, including but not limited to the Terms and Conditions, Project Tracking Plan and Milestones or Conditions attached to the implementation of Program Activities.
- H. "*Investment Letter*" refers to the official notification, signed by the VP Program Investment, informing the individual or team lead that the Alberta Cancer Foundation has decided to invest in the activities outlined in the Application. The Investment Letter outlines the period of support, the fiscal year disbursement schedule and any investment conditions.
- I. "*Participating Institutions*" refers collectively to the institutions employing leads or other members of the team.

- J. *"Program Activities"* refers to all activities, research and non-research related, described in the Application.
- K. *"Progress Tracking Plan"* refers to the detailed document which will be used for tracking a program or project throughout the investment period. The Progress Tracking Plan is a living document that will be used to track progress towards milestones and deliverables in the context of timelines and budget. The Progress Tracking Plan will be developed and agreed upon in partnership with the Alberta Cancer Foundation prior to the Start Date. Where appropriate, review of program progress using the aforementioned plan will be conducted in collaboration with the individual or team lead and the Alberta Cancer Foundation on a quarterly or pre-determined basis.
- L. *"Start Date"* refers to the date upon which the Alberta Cancer Foundation will make available the investment outlined in the Investment Letter.
- M. *"Team"* refers to the team lead, co-lead(s), operational lead, and any other team member identified in the original application as a collaborator.
- N. *"Team Lead"* refers to the primary applicant submitting the application on behalf of the team and who will also be the primary contact.

3.0. Investment.

- 3.1. Acknowledgement of Investment – An individual or team lead is required to acknowledge the acceptance of an Investment by returning a copy of a fully executed Investment Agreement to Alberta Cancer Foundation within thirty (30) days of the date on the Investment Letter.
- 3.2. Term of Investment – The Alberta Cancer Foundation investment will be available for Eligible Expenditures as of the Start Date indicated on the Investment Letter. The Host Institution shall, within thirty (30) days of the expiry or termination of the Investment Agreement, provide an official statement of finances to the Alberta Cancer Foundation. The Host Institution, upon the request of the Alberta Cancer Foundation, will pay in full, any and all parts of the investment not used for the purposes outlined in the Investment Agreement and in accordance with these Terms and Conditions within ninety (90) days of the request.
- 3.3. Duplication of Funding – The Alberta Cancer Foundation does not support requests for duplicate funding. Individuals and any team member must provide notification to the Alberta Cancer Foundation of all current, pending, or future receipt of funding that overlaps with this investment. Failure to inform the Alberta Cancer Foundation of current, pending or future receipt of duplicate funding may result in the immediate

termination of the Investment Agreement and repayment of all, or part, of the investment spent.

- 3.4. Eligible Expenditures – Under no circumstances will the Host Institution, or any individual or member of a team use, or authorize the use of Alberta Cancer Foundation monies for expenditures other than the Eligible Expenditures outlined in the Investment Agreement without the prior written consent of the Alberta Cancer Foundation.
- 3.5. Financial Administration – The Host Institution agrees to:
- (i) maintain adequate financial records and accounts related to Alberta Cancer Foundation investments and expenditures of the investment under the terms of the Investment Agreement, in accordance with International Financial Reporting Standards;
 - (ii) during the term and for six (6) years after the termination or expiry of the Investment Agreement, produce on demand to any representative of the Alberta Cancer Foundation any of the accounts and records related to the Investment Agreement;
 - (iii) on reasonable prior notice shall permit such representative to examine and audit accounts and records and take copies and extracts of them. The cost of an audit will be the responsibility of the person requesting the audit;
 - (iv) request permission and approval, in writing, from the Alberta Cancer Foundation before the transfer of any portion of the investment to any Participating Institution. Transfer of funds to Participating Institutions will occur under appropriate transfer documents, in accordance with the Host Institution's policies, which shall automatically require the Participating Institutions to comply with the Investment Agreement, including these Terms and Conditions; and,
 - (v) apply no overhead or administration fee against this Investment.
- 3.6. Transfer of Investment – Upon receipt of a fully executed Investment Agreement and in accordance with Section 3.1, the Alberta Cancer Foundation will transfer the Investment to the Host Institution, to be administered according to Section 3.5. of this document (Financial Administration). The individual or team will administer the investment as per the Investment Agreement for the purpose of completing the Program Activities outlined in the Progress Tracking Plan. Investments transferred to the Host Institution will be available for use by the Team as per the disbursement outlined in the Investment Agreement. Continuation of investment is conditional upon appropriate progress as outlined in the most recent Progress Tracking Plan.

For multi-year investments, and where applicable, disbursements will be dependent on the Team’s projections for the next period of support (see Progress Tracking Plan) and a statement of expenses for the previous period of support. Furthermore, all disbursements are pending the availability of funds.

3.7. Reporting Requirements – The continued release of the Investment is dependent upon:

- (i) Submission of reporting deliverables in a timely and professional fashion to the Alberta Cancer Foundation. Data supporting the achievement of milestones shall be submitted with adequate raw data to support a rigorous review and approval process; and,
- (ii) Achievement of progress including milestones and conditions as outlined in the Investment Agreement.

Schedule of Reporting Requirements				
Deliverable	Frequency	Financials	Due Date	Responsibility
Milestone Report	Variable (refer to investment agreement)	N/A	Within 10 business days following a scheduled milestone.	Individual or Team Lead
Progress Report	Variable (refer to investment agreement)	Variable (refer to investment agreement)	See investment agreement for details.	Individual or Team Lead

3.8. Investment Evaluation – the Alberta Cancer Foundation uses a performance management and evaluation framework to provide accountability to its donors as well as for purposes of quality improvement. The information collected by the Alberta Cancer Foundation will be used to inform donors, decision-making regarding future investment opportunities, portfolio management and both strategic and operational improvement. Therefore, investments will be monitored and evaluated on a routine basis as outlined in the Investment Agreement.

During the 5-years following the end of the Investment Agreement, the individual, team lead, and/or co-Leads, and all Participating Institutions agree to provide annually, and

within 30 days, information on impacts and outcomes resulting from the investment provided by the Alberta Cancer Foundation. Templates for reporting impact and outcomes will be provided by the Alberta Cancer Foundation and available on the website www.albertacancer.ca.

- 3.9. All variations to terms of an approved Investment must be requested in writing and approved by the Alberta Cancer Foundation prior to implementation and should not represent substantive changes to the overall objectives of the original Investment. This includes, but is not limited to, no-cost extensions to the original term, budget reallocation, a revised methodology, a change in Team members, or other considerations in light of circumstances that have occurred subsequent to the original Investment Agreement. Documentation templates are available on the website www.albertacancer.ca or on request. Conditions may be placed upon changes approved by the Alberta Cancer Foundation.

Upon approval, such changes shall be deemed to be incorporated into the Investment Agreement.

- 3.10. Termination – At any time, the Alberta Cancer Foundation reserves the right to terminate any investment with thirty (30) days notice if the conditions of the investment are not met or, if in the opinion of the Alberta Cancer Foundation, there is evidence of unsatisfactory progress. Terminations due to the violation of the Investment Agreement may require repayment of all or any portion of investment dollars already spent.

4.0. Communications.

At the Alberta Cancer Foundation, continued success in raising funds for future investments is dependent on our ability to capture and share progress with our donors. Thereby, the Alberta Cancer Foundation requires the following:

- 4.1. Acknowledgement of Alberta Cancer Foundation Investment and Partnership – All publications, including reports, presentations, websites, and public messages displaying information directly associated or resulting from an Alberta Cancer Foundation investment, must acknowledge the Alberta Cancer Foundation during the lifetime and 5 years following the lifetime of this agreement. Investment recipients are required to notify the Alberta Cancer Foundation by email (programinvestment@albertacancer.ca) 45 days prior to the release of peer-reviewed publications and media releases/events. When and where practical, the Alberta Cancer Foundation logo and a link to www.albertacancer.ca must be displayed. Failure to notify the Alberta Cancer

Foundation may result in the termination of this investment agreement as per 3.10. In cases, where the investment is complete, the Alberta Cancer Foundation reserves the right to refuse requests for funding from any and all of the infringing Team members. Alberta Cancer Foundation marks and logos are available upon request.

- 4.2. Stewardship – The Alberta Cancer Foundation reserves the right to publish and/or disseminate information provided through reporting deliverables for the purpose of communicating progress to donors, key stakeholders, partners and the general public. The Alberta Cancer Foundation will make every attempt to ensure that confidential or sensitive information provided is not disseminated; however, it is the responsibility of the individual or team lead to ensure that the Alberta Cancer Foundation is made aware of any issues related to confidentiality in a timely and appropriate manner.

The individuals, team lead, co-leads, the Alberta Cancer Foundation, and/or, where appropriate, the Host Institution and Participating Institutions, agree to work in partnership to communicate the impact of investments to potential donors.

5.0. Compliance.

To ensure appropriate policies and administrative oversight is adequate, all Alberta Cancer Foundation investments, including those administered by non-academic institutions, are required to adhere to the level of accountability outlined in the *Tri-Council Agreement on the Administration of Agency Grants and Awards by Research Institutions*.

Prior to the disbursement of investment funds, the Host Institution will ensure that all individuals including team members comply with the above requirements. Should any funds be transferred to another institution, the Host Institution will ensure that the Participating Institution is compliant with the above requirements prior to transfer of any portion of the investment to that Participating Institution. The Host Institution will provide such evidence of compliance as reasonably requested by the Alberta Cancer Foundation.

6.0. Progress Tracking.

In order to assist Alberta Cancer Foundation with the administration and reporting of the Investment, and to assist the individual and team members to effectively manage the project or program activities, the individual or team lead agrees to work in partnership with Alberta Cancer Foundation staff to assist with the submission (as deemed appropriate) of an updated Progress Tracking Plan at a pre-determined frequency. The individual or team lead acknowledges that where requested and agreed on, an initial Progress Tracking Plan is a requirement prior to the release of any investment dollars by the Alberta Cancer Foundation.

The Progress Tracking Plan is intended to be a dynamic document that is based on the original Application and is updated regularly to monitor progress of the research activities over the course of the investment period. The individual, team lead and/or co-leads shall revise the Progress Tracking Plan when required by the Alberta Cancer Foundation.

7.0. Team Changes.

To add a team member, the Alberta Cancer Foundation must receive a formal request letter from the team lead. The request must include the documentation listed below. Once this information is received it will be reviewed by the Alberta Cancer Foundation for final approval.

- (i) A letter of request outlining the reason(s) for adding the team member, signed by the team lead and at least one co-lead.
- (ii) An updated Progress Tracking Plan, reflecting the proposed change (if required).

To remove a Team Member, including the Team Lead, the Alberta Cancer Foundation must receive a formal request from the Team (minus the member in question). The request must include the documentation listed below. Once this information is received it will be reviewed by the Alberta Cancer Foundation for final approval.

- (i) A letter of request outlining the reason for removal and signed by all the remaining Team members.
- (ii) An updated Progress Tracking Plan reflecting the proposed change (if needed).

In respect of training awards, a change in candidate is not permitted where a candidate/trainee is no longer eligible, the award will be terminated and any investment balance returned to the Alberta Cancer Foundation.

The individual, team leader or team members must notify Alberta Cancer Foundation in writing in advance of plans to take leave of more than sixty (60) days, by specifying the dates of the proposed leave, and arrangements made to continue or suspend activity during the leave period. Leave notifications will be reviewed by the Foundation staff and/or research project objectives are not adversely affected.

If the individual or team lead's formal affiliation with the host institution terminates, the Alberta Cancer Foundation must be informed immediately and where appropriate, a new Lead identified within thirty (30) days.

If a team lead is replaced, Alberta Cancer Foundation funding may continue only if original approved objectives, plan and protocols, budget and investment terms and conditions remain the same and the ability to successfully complete the activity as outlined originally is not adversely affected by the change.

If an individual or team lead is not replaced, the investment will be withheld and remaining funds must be returned to the Alberta Cancer Foundation within forty-five (45) days of termination.

8.0. Intellectual Property.

The Alberta Cancer Foundation makes no claim to intellectual property rights arising from the activities carried out by this investment. Such rights will be governed by the policies of the host institution.

9.0. Indemnity.

The Alberta Cancer Foundation shall not be liable to the individual, team or any Institution (Host or Participating) for any indirect, special or consequential damages, loss or injury suffered by the individual, team or Institution arising from the any Alberta Cancer Foundation Investment. The Alberta Cancer Foundation shall not be liable for any personal or bodily injury or property damage that may be suffered or sustained by the Team, or the Institution(s) or its officers or its employees, contractors or agents in carrying out the activities associated with any Alberta Cancer Foundation Investment.

10.0. Power to Vary.

Investments by the Alberta Cancer Foundation are subject to the terms and conditions that apply at the time the Investment Agreement is fully executed. The Alberta Cancer Foundation reserves the right to amend these terms and conditions and will provide notifications of any changes that pertain to existing investments within 90 days. Should the amendments negatively affect the ability of the Host Institution to administer the Investment, the Host Institution may decline to continue administration of the Investment, but must indicate their intent to do so within 30 days of receiving the amended Investment Agreement and must return any unspent monies retroactive to the date of written refusal to The Alberta Cancer Foundation within 90 days.

11.0. Signatures.

By providing their signatures, all individuals and their respective institutions accept the Alberta Cancer Foundation investment under the Investment Agreement and declare that they have the authority to uphold said Agreement.