



INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH



COOPERATION AGREEMENT BETWEEN
THE INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH (IAI) AND
Mitacs Inc.

Mitacs Inc., hereinafter referred to as **Mitacs**: and the **INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH**, hereinafter referred to as an intergovernmental organization established in 1992 by an international treaty agreement, whose depository is the General Secretariat of the Organization of the American States, with its Directorate at 6201, Av. Italia, Ed. Los Tilos, Offices 102-103, in Montevideo, Uruguay, herein represented by its Executive Director, Dr. Marcos Régis da Silva, hereinafter referred to as **IAI** and both jointly referred to as the "Parties":

Considering that Mitacs is a Canadian national, non-profit organization that has developed and supported research and training programs, and **that the IAI** is a regional hemisphere-wide institution which has developed and coordinated global change research, capacity building and science-policy programs and activities with networks of scientists, decision-makers and other professionals and institutions from across the Americas.

Recognizing that Mitacs and IAI have:

- similar mandates in promoting excellence in scientific work;
- similar mandates for developing human and institutional research capacities;
- similar interests in promoting global change research;
- similar goals in assuring that the global change science they promote is relevant to society and that they involve society in the shaping of science; and
- similar interests in linking scientists and other professionals and institutions from across the Americas to jointly address global challenges and endeavors.

And noting that:

The IAI Conference of the Parties, at its twenty-eight meeting (Videoconference, 19 August 2020), approved Canada's proposal, represented by Environment and Climate Change Canada, that Mitacs be invited to become an Associate of the IAI, as provided for in Article XI of the Agreement Establishing the IAI, and that the Executive Director of IAI be authorized to conclude an Agreement of Association with Mitacs.

The IAI Parties agreed that Mitacs becomes an Associate of the IAI through this Agreement of Collaboration for the following purposes:

To provide a framework within which specific areas for collaboration may be identified and collaborative activities may be undertaken, and

To establish an ongoing relationship to enhance scientific and policy networking, strengthening human and institutional capacities, and promoting the uptake of scientific knowledge to support decision-making on global change issues.

The Parties further agree to collaborate within the broadly defined areas of research, capacity building, and the science-policy interface on global environmental change and its impacts on society and human well-being, in ways that are supported by their mandates and that ensure recognition of their respective involvement in joint activities. The following clauses shall apply to the collaboration between the Parties.

(1) The Parties will engage in this collaboration within their international obligations and domestic laws and other existing regulations, through mechanisms such as:

- a) promoting and supporting global change research and capacity building;
- b) developing scientific agendas and networks for such global change research;
- c) coordinating the financing of such global change research, including complementary funding and or joint calls for proposals;
- d) supporting young scientists in programs and/or research activities associated with IAI and Mitacs, for instance, through scholarships and fellowships;
- e) organizing seminars, workshops, and other events on subjects of common interest;
- f) facilitating the exchange of researchers, students, fellows, and other professionals between institutions and countries participating in projects of Mitacs and IAI;
- g) communicating research outcomes to inform decision-making;
- h) promoting linkages between the scientists, decision-makers, business people, and institutions of the region and global institutions and endeavors; and
- i) other forms of cooperation as agreed upon by the Parties.

(2) The Parties agree to implement such collaboration

in accordance with the scientific relevance, the mandates, and legislations under which the Parties operate and their own budget availability. The Parties agree to establish a **Joint Steering Committee** to develop, oversee, and assure effective coordination of activities, and to regularly review and evaluate progress in the implementation of the collaboration. Each Party will designate two representatives to this Committee. The Parties may choose appropriate mechanisms such as meetings, workshops, correspondence, and others to initiate specific activities.

When activities can best be implemented by calls for proposals, each Party will call for, receive, and review such proposals according to its own rules and criteria unless the Parties

agree to using common procedures as determined by mutual interest. After the review and revision of the proposals, the Parties will decide jointly which proposals will be supported in collaboration. The Joint Steering Committee may invite third parties to be included in joint activities.

(3) Funding

Each Party will assume the costs of its participation in activities undertaken under this Agreement and of its administration costs, unless otherwise jointly decided. Activities under this Agreement are subject to the availability of funds in the respective budgets of the Parties.

(4) Intellectual Property

a) Mitacs and IAI do not claim any ownership of intellectual property rights (the "Intellectual Property") developed through research projects and internships that are funded through the Program. It is recommended that the participating institutions undertaking a research collaboration through any Mitacs- IAI funded projects come to a mutual understanding on the Intellectual Property implications of the project(s).

(5) Dispute Settlement

This Agreement having been produced in good faith, any dispute and/or difference of interpretation arising therefrom in relation to its implementation, execution and compliance will be resolved jointly by the Parties and shall be in writing. If no agreement is reached between the Parties; this document will be terminated without any liability to the Parties that should agree how to conclude the actions in progress on the date of notification of termination by either party.

(6) Ethics and Standards

The Parties shall maintain the highest scientific, ethical, and legal standards in planning and conducting all activities under this Agreement.

(7) Miscellaneous Clauses

Each Party may use the logo, name, trademarks and/or emblems of the other only with prior written permission.

Under all circumstances under this Agreement the Parties will maintain the individuality and autonomy of their institutions and will assume individually the consequent responsibilities. This Agreement does not limit the right of the Parties to enter into like agreements with other institutions.

(8) Term

This Agreement shall be valid for a period of five years from the date of its signing and may be extended by mutual agreement between the Parties in a written amendment to this Agreement.

Any Party may terminate this Agreement with six (6) months advance notice.

The termination of this Agreement shall not bring harm to the implementation of projects and programs already approved or which had already started, in which case the Parties should maintain their budget for the projects and programs during the term of their validity.

(9) Communications

Communication between the Parties and between Members of the Joint Steering Committee shall normally be conducted electronically. Communications of special importance may be made in writing and shall be sent to the following addresses:

(a) Mitacs:
Suite 301, Technology Enterprise Facility
University of British Columbia
6190 Agronomy Road
Vancouver, BC V6T 1Z3

(b) IAI:
Av. Italia 6201 - Ed. Los Tilos Oficinas 102/103 - CP 11500 - Montevideo - Uruguay

(10) Amendments

This Agreement may be amended by mutual consent of the Parties and made official by Addenda.

Signed in Montevideo, Uruguay, and Vancouver, Canada in two original copies in English, both texts being equally authentic and with same contents.

DocuSigned by:

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Mitacs
John Hepburn
CEO and Scientific Director
Date:
Vancouver, Canada



IAI
Marcos Regis da Silva
Executive Director
Date: June 11, 2021
Montevideo, Uruguay

Attachment A

April 30, 2021

Dr. John Hepburn
CEO and Scientific Director
Vancouver, Canada

Dear Dr. Hepburn,

On 19 August, 2020, the 28th Conference of the Parties of the Inter-American Institute for Global Change Research (IAI) approved the request of Canada's official focal point to the IAI, represented by Environment and Climate Change Canada, to invite Mitacs to become an Associate Institution to the IAI, and charged the IAI Directorate to take the necessary steps to complete the Association.

The Agreement Establishing the IAI places the responsibility on the Executive Director to issue invitations of Association approved by the Conference of the Parties and conclude with each accepting Associate an Agreement of Association.

Accordingly, I herewith invite Mitacs to become and Associate of the IAI.

This implies that Mitacs

- may participate as an observer in the meetings of the IAI Conference of the Parties.
- shall be entitled collectively (with the other Associates) to nominate one member of the IAI Scientific Advisory Committee, based on a procedure to be agreed among them, and
- shall conclude with the Institute, through the Executive Director, an Agreement of Association which shall specify the areas of the collaboration that will be supported by the Associate, and the modalities of such support.

Once you accept this invitation, we can develop an agreement of association and cooperation that specifies the mutual interests and planned activities of IAI and Mitacs.

We look forward to developing our association, and to work together with Mitacs in making this international collaboration as successful and productive for both of our organizations.

Sincerely,

Dr. Marcos Regis da Silva
IAI Executive Director

Attachment B

April 30, 2021

Dr. Marcos Régis da Silva
Executive Director
Inter-American Institute for Global Change Research – IAI

Dear Dr. Silva,

On behalf of Mitacs, I am pleased to accept the invitation to become an Associate institution of the IAI.

We look forward to discussing the terms of the Agreement of Association, which shall specify the areas of international collaboration in science, capacity building, science-policy interface and any other areas of shared interest that will be supported by this association, and the modalities of such support.

Sincerely,

John Hepburn
CEO and Scientific Director