

2014/2015

Grant in Aid (GIA)

Management

Guidelines



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## 1) RESEARCH INTEGRITY

Responsibilities of researchers, institutions and the Heart and Stroke Foundation (HSF or the Foundation) with respect to research integrity are outlined in the *(HSF) Framework: Responsible Conduct of Research*. (<http://www.hsf.ca/research/en/hsf-framework-responsible-conduct-research>)

## 2) ETHICS AND SAFETY

Investigators must ensure all research activities comply with the following guidelines and host institution research policies, as applicable:

- Tri-Council Policy Statement: *Ethical Conduct for Research Involving Humans*.
  - o Any research involving human pluripotent stem cells must adhere to the CIHR *Guidelines for Human Pluripotent Stem Cell Research*. The institution must notify HSF as to the results of the review by the CIHR's Stem Cell Oversight Committee.
- In the case of laboratory animal experimentation, the guiding principles and standards enunciated by the Canadian Council on Animal Care <http://www.ccac.ca/en/standards/guidelines>
- Guidelines and standards for biological and chemical hazards as outlined in the Public Health Agency of Canada *Laboratory Biosafety Guidelines*.

Investigators must provide acceptable documentation to HSF regarding the above. Funding is encumbered pending receipt of all required documentation. Further, in applying applicant and institutional signatures to an application, applicants are confirming to HSF that the proposed research will not be undertaken until it has been endorsed as ethical and safe.

It is the responsibility of the Principal Investigator (PI) and the institution to ensure all required ethics and safety documents remain in place for the duration of the grant, including any carry-forward period. Investigators must certify this to HSF when providing progress reports, and must notify HSF immediately if required documentation has lapsed.

HSF reserves the right to periodically audit any funded project during its term to ensure adherence to these ethics and safety provisions.

## 3) NON-EMPLOYEE STATUS

The granting of an award is deemed to establish neither an employer-employee relationship nor a partnership between the grantor and the grantee.

#### **4) INDIRECT COSTS**

The HSF supports only the direct costs of research. No funding is to be used for indirect costs of research. The definition of indirect costs of research for the purposes of this policy is, costs which cannot be directly associated with a particular research program or operating grant including costs associated with the general operation and maintenance of facilities (from laboratories to libraries); the management of the research process (from grant management to commercialization); regulation and safety compliance (including human ethics, animal care and environmental assessment); and generic institutional/departmental taxes/tithes related to services.

#### **5) GRANTS HELD CONCURRENTLY**

PIs are allowed to hold no more than two HSF-funded GIAs at any one time.

#### **6) PARTNERED FUNDING/OVERLAP OF FUNDING**

The Foundation does not allow overlap/duplication of funding for approved expenses or activities in an HSF funded grant (i.e. direct duplication). Please also note that the Foundation does not allow top-up funding for applications that have had their budgets reduced by another funding agency.

The GIA Submission Guidelines address the requirement to notify HSF of any proposed partnered funding prior to application so that the Foundation can confirm the appropriateness of the partner. This requirement remains in effect through the term of a grant. Should a PI identify a funding partner, or in-kind contributor, during the term of a grant (may include funding/contribution from another funding agency or industry) this must be disclosed to HSF immediately. The PI must advise HSF of the degree of scientific, methodological or budgetary overlap that the new partnership represents with respect to the existing HSF grant, and describe how they will resolve the overlap issue. HSF may reduce its funding commitment by a corresponding amount. Total funding received from all sources for any expense to which HSF funding applies, cannot exceed 100% of the actual HSF approved budget/cost of the project.

In the event that overlap or duplication of funding is unclear or not easily resolved, HSF will formally review the budget and research activities through its designated scientific advisors.

HSF will not provide funds to any party which receives concurrent direct or indirect support from the tobacco industry for the duration of HSF funding. The host institution(s) acknowledge that "support" includes, but is not limited to, receipt of a research grant or award, a contract for personal or professional services, a consulting agreement (paid or unpaid) or any other direct or indirect benefit, from the tobacco industry.

## 7) PATENTS RIGHTS AND COMMERCIALIZATION

The Foundation's policy regarding patent rights, commercialization and intellectual property is as follows:

- a) In these Guidelines "**Invention**" refers to any new and useful art, tools, technology, process, method, use, machine, manufacture or composition of matter or any improvements thereof created in performance of research funded in whole or in part by the Heart and Stroke Foundation of Canada ("**HSF**"), for example, diagnostic tools, proteins and genes, drugs, and methods of treatment. "**Invention**" also includes, without limitation, improvements on inventions that are covered by patents or patent applications that were filed on the basis of research not funded by HSF. "**Inventor**" means any individual, including the applicant for a grant-in-aid award ("**Applicant**"), Principal Investigator (if not the same as the Applicant) and members of the Applicant's research team, who develops or otherwise makes an inventive contribution to the creation of an Invention.
- b) The Institution and the Principal Investigator (as defined in the Grant Agreement) shall within 30 days provide HSF with a copy of any Invention disclosure statement or record of like effect prepared by one or both of them, and with a copy of all patent applications and patents pertaining to Inventions made by one or both of them. All information provided to HSF under this Section 8 shall be held in confidence by HSF.
- c) HSF does not claim ownership of any Inventions, and HSF's name will not appear on patent applications. Title to any Invention shall be determined by the Institution according to the Institution's established policies, procedures or other obligations, including agreements with third parties, existing at the date of grant. The Institution may transfer ownership of the intellectual property only to persons agreeing to be bound by the terms of these Guidelines. "**Owner**" means the entity and/or individual(s) that owns title to an Invention.
- d) The Institution and the Principal Investigator shall acknowledge the contributions of HSF, by name, to their research in all non-commercial publications and broadcasts respecting Inventions. None of the Institution, the Principal Investigator or the Owner shall use the name of HSF or any HSF trademark or official mark in any communication in a manner which states or implies an endorsement by HSF of any business, commercial product or service.
- e) The Owner may seek patent protection for all commercially valuable Inventions, and agrees that HSF will participate in all proceeds to the Owner arising from the transfer, licensing or exploitation of the Inventions (the "**Proceeds**") while the patents remain pending or in force. "**Proceeds**" means any revenue received by the Owner from the licensing or commercialization of an Invention after reimbursement to the Owner of all direct costs incurred in connection with commercialization activities of the Invention. HSF will consider waiving all or part of its share of the Proceeds where appropriate to promote the treatment, cure and control of heart disease and stroke.
- f) HSF's share of the Proceeds shall be determined by the mutual agreement of the Owner and HSF. If the parties are unable to agree, HSF's share of the Proceeds will correspond with the proportion of HSF's financial contribution to the overall costs of the research leading to and commercialization of the Invention, but in no event shall it be less than 2.5% of Proceeds. If HSF and the Owner are unable to reach an agreement as to the calculation of such proportion, the matter shall be referred for final resolution to arbitration, in accordance with the *Arbitration Act*, S.O. 1991, as amended.

- g) HSF may request the Owner or any successor in title to the Invention, and patents pertaining to it, to grant licences to use the Invention on a non-exclusive, royalty-free basis for academic, non-commercial research which, in HSF's sole judgment, may lead to a treatment, cure or control for heart disease and stroke.
- h) The Owner shall require that any transfer or exclusive license of the Invention or patents pertaining thereto reserve the rights in paragraph "g)" above.
- i) The Owner shall provide an accounting to HSF annually, on the anniversary date of the first patent application respecting an Invention, of all Proceeds received by the Owner respecting the Invention during the preceding twelve month period. At HSF's sole expense, HSF shall have the right to audit the Owner's books and records relating to the Proceeds.
- j) The Institution agrees to hold harmless and fully indemnify HSF, its officers, employees and agents from and against any and all claims, demands, or causes of action whatsoever, including without limitation those arising on account of intellectual property infringement, any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the Invention by the Institution and/or the Institution's assignees or licensees.

## **8) PUBLIC INFORMATION**

PIs need to be aware that information regarding their research project, including host institution, department, PI name, co-principal investigator/co-applicant/and team member names, positions, credentials, project name, funding amounts, grant duration and the lay summary may be placed into the public domain or included in HSF publications without notification. Investigators are cautioned not to disclose information that could endanger a proprietary position.

HSF may approach industry and/or other funding sources for partial funding of HSF-funded grants. Grant information, in addition to the specifics outlined above, of funded individuals who wish to be considered will be provided to prospective/existing donors in an effort to match donor interests with existing funded projects. Successful matches would result in donor stewardship activities, inevitably involving the PI directly.

## **9) PRINCIPAL INVESTIGATOR: CHANGE IN STATUS**

If a PI's formal affiliation with his/her host institution terminates, grant funding will be suspended until documented permission from HSF is obtained. The PI or his/her host institution may request that the project continue under one of the following circumstances:

- Transfer of research project administration to another HSF-eligible host organization within Canada at which the PI is formally affiliated;
- Transfer of research project administration to a senior research project team member, or another qualified individual, at the existing host institution;
- Transfer of the research project administration to a senior research project team member, or another qualified individual, at another HSF-eligible host organization within Canada at which the proposed PI is formally affiliated.

To request documented permission from HSF to change a PI's formal affiliation with his/her host institution, the following documentation must be sent to HSF at least thirty (30) days in advance of the requested change.

1. A letter from the PI requesting change in formal affiliation and confirming the following information:
  - PI's reason for departure;
  - The effective date of change;
  - An interim research progress report;
  - Plans for the continuation of the research project and explanation of any impacts on the approved project plan and timeline.
2. A formal statement of account from the host organization's finance department as of the notice date. The following must be sent to HSF as applicable -
  - New PI Common CV, list of grants and publications over the past five years, letter from the new PI demonstrating qualifications to assume research project work;
  - Letter from executive authority of the new research project host organization confirming that adequate resources and support are available for the research project to continue, as approved;
  - Confirmation that updated approval certificates, as required, for research ethics, animal care, biohazard/biosafety, and human pluripotent stem cell research, are being addressed prior to project continuation.

Upon receipt of the above information, HSF will conduct a scientific review before rendering a decision on the continuation of the grant. Failure to address these requirements will result in project termination by HSF.

## 10) SIGNIFICANT CHANGES TO GRANT OBJECTIVES

Notwithstanding standard reporting requirements, changes that **significantly alter the objectives/direction of a GIA** must be reported immediately to HSF. Projects with changes to their objectives will be reviewed by HSF scientific advisors and are subject to conditions being applied, up to and including termination if deemed to deviate significantly from the original peer-reviewed and approved proposal. In the event of the termination, the PI may re-apply with a new proposal.

## 11) LEAVES OF ABSENCE

In the event of a PI leave of absence, HSF will consider several options for the continuation of a GIA, specifically:

- Deferring payment on the grant until the PI returns to work. The end date of the grant will be extended for the same period of time that the PI was on leave;
- Continuing the grant under the leadership of the PI, subject to the Foundation being satisfied, in writing, that adequate monitoring provisions are in place to ensure effective progress of the grant;
- Temporarily or permanently transferring grant to another PI who possesses the required skills, resources and institutional support to provide leadership.

Specific details agreed to with HSF regarding the leave must have the endorsement and support of the host institution, provided through a letter from the Dean.

### 11.1 PARENTAL LEAVE

A written request for parental leave must be received by HSF 90 days before the leave is to begin and must include the expected date of return. The length of leave must be in keeping with institutional policy. HSF will forward a letter to the PI confirming the start and end date of the leave, and the extended end date of the grant.

### 11.2 MEDICAL OR FAMILY MEDICAL LEAVE

If a PI is absent for more than 30 consecutive days due to medical or family medical leave, HSF must be notified by the PI or his/her institution. In cases where medical leave is for an indefinite period, HSF will assess the situation annually with the PI and/or his/her institution. Such situations, and the continuation of funding, will be assessed by HSF on a case-by-case basis.

### 11.3 SABBATICAL LEAVE

Written notification of sabbatical leave must be received by HSF 90 days prior to the start of the leave. Leave of up to one year is permitted. Notification must specify dates and location of the leave, a short summary of the research to be conducted and the arrangements made for maintaining and supervising the research operation overall and the project specifically. The length of leave must be in keeping with institutional policy. HSF will forward a letter to the PI confirming the start and end date of the sabbatical leave and the extended end date of the grant.

### 11.4 OTHER PERSONAL LEAVE

For periods of leave not specified above (for example, acts of God, serious personal matters), PIs should provide written notification to HSF as far in advance as is practicable. In instances where leave must occur right away, HSF should be notified immediately. Such situations, and the continuation of funding, will be assessed by HSF on a case-by-case basis.

## 12) REPORTING

All reporting templates are available on CIRCULink, <https://circulink.hsf.ca/grantium/index.jsf>, the Foundation's online grants management system.

If reports are not submitted in the timeframes specified, grant payments will be suspended and subsequent grant applications will not be permitted until such time as reporting is up-to-date.

Grantees should be aware that the Foundation may follow-up for additional grant reporting (in particular, publications) during the grant period.

### 12.1 PROGRESS REPORTS

PIs are required to submit annual progress reports by July 31 in each grant year during the term of the grant.

### 12.2 FINAL REPORTS

A Final Report is required 30 days following the termination of the grant (this may be the approved *carry forward* year which extends beyond the normal term of the grant).

### 12.3 CLOSE-OUT REPORTS

A Close-Out Report is required one year following the termination of the grant (this may be the approved *carry forward* year which extends beyond the normal term of the grant).

Grantees should be aware that the Foundation may follow-up for additional grant reporting (in particular, publications) after the Close-Out Report has been submitted.

## 13) HSF ACKNOWLEDGEMENT

A PI must acknowledge the support of HSF in all scientific publications and presentations related to their award with the following wording: *"This work was supported by a grant-in-aid from the Heart and Stroke Foundation of Canada."* In addition, a copy of publications and presentations must be submitted with each progress and final technical report.

## 14) NOTICE OF PUBLICATIONS

To facilitate the implementation of HSF's communication efforts, HSF requests that it be notified 30 days in advance of the publication date of any major publications and/or press releases arising from research projects funded by HSF.

## 14.1 OPEN ACCESS POLICY

HSF requires that all researchers supported in whole or in part through HSF make their research outputs publicly available as soon as possible but no later than six months after the final publication or availability of results. In this policy, HSF defines research outputs as peer-reviewed journal publications, research data, and the results of clinical trials that will not be published in peer-reviewed journals. Compliance with the *Open Access to Research Outputs* policy is a condition of acceptance of all HSF research funding. Please see HSF's Open Access to Research Outputs available at: <http://www.hsf.ca/research/en/hsf-open-access-research-outputs-policy-guidelines>.

## 15) MARKETING AND COMMUNICATIONS

In this increasingly difficult economic climate, raising funds to support research is becoming progressively more difficult. More than ever, we need to let our donors and the public know that their donations are being used to support world class research. Funded researchers are critical to explaining to the public the role of research in increasing heart health and reducing the burden of heart disease and stroke. PIs and their institutions should expect to be called upon to assist and/or collaborate with HSF in its marketing and communications efforts to enable continued support for its mission. This may be in the form of presentations, funding announcements, photo opportunities, advocacy, media interviews, media releases and other communication vehicles.

The PI and the host institution will provide HSF with the opportunity to participate in related media releases, press conferences, and other media or stakeholder communications activities as a joint partner, and will provide HSF with sufficient notice of such activities in order to engage in the planning and development phase, and to incorporate a quotation from HSF in any media releases.

HSF also requires that host institutions take an active role in publicizing awarded HSF grants as an additional means of generating public support for HSF's mission.

## 16) GRANT RENEWALS

Grant renewals are not automatic. A PI wishing to renew an active grant must make an application for the renewal during the final year of the active grant.

### 16.1 FORFEITURE OF FUNDING-RENEWALS

If a PI applies for a renewal earlier than the final year of his/her active grant, he/she immediately forfeits all remaining years of the active grant, except the current year.

## 17) CLOSING/TERMINATION OF AWARDS AND APPLICATION OF CONDITIONS

HSF will close an award when the full grant term has expired (this may include an approved year of carry forward of funds beyond the normal term).

In consultation with the PI and host institution, a grant may also be terminated, or special conditions may be placed upon it, when one or more of the following circumstances occur:

- The PI no longer holds an eligible position at an HSF-eligible institution;
- A PI has failed to make appropriate arrangements to move a grant to a new institution, or transfer its leadership (see "PI Change in Status" section);
- Program requirements are not met (e.g., unsatisfactory progress, research work not consistent with proposal objectives, late progress reports, discontinuation of a partner's contributions)
- Any verified transgression related to research integrity or ethical misconduct.

Decisions regarding termination (including effective date), or special conditions, will be made by HSF in consultation with the Scientific Review Committee (SRC).

## **18) FINANCIAL MATTERS**

### **18.1 GENERAL**

Each year, new awards and continued funding are conditional on the approval of the HSF Board of Directors at its sole discretion on an annual basis, and on the availability of adequate funds to the Foundation. HSF reserves the right to amend any budget item, and/or its associated stated budget limit in response to changing economic conditions. Continuation of an award will be at the discretion of the Foundation on a case-by-case basis.

Final claims are due to HSF July 31st of each year. HSF will issue a general reminder of grant claim deadlines to awardees and their institutions by mid-May each year.

### **18.2 CLAIMS**

Receipts for research expenses are to be submitted to the Financial Services Department of the PI's institution which, in turn, is responsible for invoicing the Foundation for all expenses claimed against the grant. Funds are to be used for the actual expenses of the investigation only. Ideally claims should be submitted to HSF on a quarterly basis.

Expenditures in excess of the amount of the approved award are not the responsibility of the Foundation, nor are expenses incurred prior to the start date of the grant, or following the closure of the grant.

### **18.3 CARRY FORWARD (WITHIN TERM OF GRANT)**

Amounts unspent within the term of the grant remain available to the PI without obtaining permission from the Foundation to carry them forward to the next year. No carry-forward/transfer of funds will be permitted from one grant to a different grant.

### **18.4 CARRY FORWARD/NO-COST EXTENSIONS (END OF GRANT TERM)**

The Foundation will only permit carry-forward of unspent funds for one additional year beyond the approved term of the award. For example, if a PI was awarded a 3-year grant from July 1, 2012 to June 30, 2015, and had work or expenses associated with the project beyond June 30, 2015, the PI must request permission in writing from HSF 30 days prior to June 30, 2015 to carry-forward the unspent funds to the next year. If the request is approved, written permission would be given by HSF to carry forward unspent funds remaining as of June 30, 2015, to the 2015-2016 grant year.

All expenses must be finalized prior to June 30, 2016. The final claim would be due by July 31<sup>st</sup>, 2016. An annual Progress Report would be required by July 31<sup>st</sup>, 2015 and the timing of the Final and Close-Out Reports would be adjusted to match the new grant completion timing.

No further term extensions are permitted except in exceptional circumstances. In such cases, scientific review by HSF and the SRC will be required.

## 18.5 FINANCIAL STATEMENT

HSF reserves the right to audit the grant financial accounts to confirm that funds were spent for approved purposes in support of the project goal and objectives, and to require the reimbursement of funds not used for approved purposes.

## 18.6 BUDGET ISSUES

### *18.6.1 Shifting line items within budget*

It is recognized that PIs are in the best position to determine how the funds made available can best serve the advancement of their research. Therefore, up to \$10,000 in funding may be shifted between budget categories within the approved budget without prior approval from HSF, though such changes must be reflected and justified in the Annual Financial Report to HSF (**please see special provisions regarding equipment and travel below**). For shifts above \$10,000, PIs must seek prior written approval from HSF, in consultation with the Budget Review Committee (BRC).

### *18.6.2 Publications*

Publications are an allowable expense in the final year of the grant. Details will be described in the budget. Please see HSF's Open Access policy for details.

<http://www.hsf.ca/research/en/hsf-open-access-research-outputs-policy-guidelines>

### *18.6.3 Equipment*

The approved budget amount for research equipment cannot be adjusted during the term of the grant. In the event that equipment needs change during the term, permission must be obtained from HSF 30 days prior to changes being made to alter a) the amount to be spent and/or b) the equipment to be purchased.

Research equipment is defined as any item (or interrelated collection of items comprising a system) that meets these three conditions: non-expendable tangible property; useful life of more than one year, and; a cost of \$2,000 or more. Equipment purchased through a grant becomes vested at the institution. HSF does not pay for the maintenance of equipment unless in the proposed budget.

### *18.6.4 Travel*

The approved budget amount for travel cannot be adjusted during the term of the grant, without prior written approval by HSF. Travel to attend conferences/meetings to disseminate results of the research will be eligible expenses in the last year of the grant only.

## 19) SERVICE STANDARDS

The Foundation strives to maintain a high level of service, transparency, equity and fairness in any/all issues regarding the management of grants that it funds.

### 19.1 GENERAL ADMINISTRATIVE QUESTIONS

A PI or institution can expect to have general administrative questions regarding HSF GIAs responded to within three business days.

### 19.2 REPORTS

A PI can expect to receive communication from HSF within 60 business days if any issues of concern are identified with a submitted grant report (e.g. progress, final, close-out).

### 19.3 INQUIRIES/INVESTIGATIONS OF GUIDELINE OR POLICY TRANSGRESSIONS

A PI can expect to have **inquiries** and **investigations** related to HSF guideline or policy transgressions addressed within two to seven months, respectively, of HSF being notified. They can also expect confidentiality regarding the situation to be maintained, unless for reasons of institutional or Foundation policy or law, information must be disclosed publicly or to the appropriate authorities.

The HSF Framework: Responsible Conduct of Research (<http://www.hsf.ca/research/en/hsf-framework-responsible-conduct-research>) outlines in detail the responsibilities and corresponding policies for researchers, institutions and HSF that together help support and promote a positive research environment. It also sets out the process to be followed by HSF, institutions and researchers when addressing allegations of breaches of HSF policies.

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For assistance with any issues or questions regarding these guidelines, contact [research@hsf.ca](mailto:research@hsf.ca).