

Research Grants

for Academic Year 2021-2022

RESEARCH GRANTS

Full-time faculty of engineering or engineering technology programs of Canadian universities and colleges are invited to apply for research grants offered by the Canadian Institute of Steel Construction. Grants are awarded for research during the 2021-2022 academic year on subjects judged to be of value in advancing the use of steel in construction. Grants up to a value of \$100,000 will be announced by June 1, 2021. Each grant is awarded for a one year period. Grants are awarded at the discretion of the CISC Research Committee on the merits of the applications received. In addition, the principal researcher of the highest ranked proposal will receive the H. A. Krentz Research Award and a gift of \$5,000. The recipient will be invited to accept the H.A.Krentz Research Award in a virtual setting later in 2021.

Applications shall be received no later than Thursday April 1, 2021 and should be submitted electronically in PDF format to:

Research Submissions
Canadian Institute of Steel Construction
research@cisc-icca.ca

Late submissions and submissions exceeding the maximum page limit will not be accepted.

Descriptions of some suggested research topics and conditions pertaining to the grant award are attached. Note: Researchers may apply for a Research Grant for a topic that does not appear in the Brochure.

All applications will be given equal consideration and no advantage is given to topics from the list.

Applicants shall review the terms and conditions outlined in attached CISC Grant Fund Agreement, as the University of the successful Applicants will be required to sign the Agreement upon award, prior to any funding disbursement.

SOME SUGGESTED TOPICS (NOT PRIORITIZED)

More than one research proposal may be suggested by some of the listed topics.

- 1) CONNECTIONS SUBJECT TO COMBINED LOADING: Design guidelines, verified by experimental testing, are needed in CSA S16 for determining the resistance of various connections subject to combined loading. This work would consolidate and build on experimental results from past Canadian and US research programs.
- 2) CONNECTIONS FOR CONVENTIONAL CONSTRUCTION IN MODERATE AND HIGH SEISMICITY APPLICATIONS: Research is required to establish minimum ductility design criteria for connections in low rise buildings in Conventional Construction category of seismic force resisting systems in moderate and high seismic applications.
- 3) ASSEMBLIES THROUGH THERMAL BREAKS: Research is required to determine the structural performance of steel assemblies involving thermal breaks. This work would extend and build on the recent US research programs.
- 4) ECONOMICAL INNOVATIVE LOW-STOREY HEIGHT SOLUTIONS: Research is required to develop innovative steel floor solutions to minimize storey height. Consideration should be given to constructibility and fabrication requirements.
- 5) SFERS FOR REGIONS OF LOW AND MODERATE SEISMICITY: There is an ongoing need for innovative Seismic Force Resisting Systems that will keep steel competitive with all other framing materials in regions of low and moderate seismicity. Consideration should be given to simplified design rules, fabrication requirements, handling and erection.
- 6) MODULAR STEEL CONSTRUCTION: There is a need for research on innovative, generic modular structural steel systems that will keep steel competitive. Consideration should be given to constructibility, fabrication requirements, handling and erection.
- 7) GALVANIZED STEEL IN SEISMIC APPLICATIONS: Research is required to determine the effects of galvanizing on structural steel material properties and their impact on ductility for seismic applications.

SUBMISSION REQUIREMENTS (Revised January 2021)

The following information shall be included in the application (**maximum 4 pages**, not including References and Curriculum Vitae, strictly enforced):

1. Name of Applicant (Project Director).
2. Name of university/college and relevant faculty, department, etc.
3. Position of applicant.
4. Title, Scope and Objectives of proposed research project.
5. Description of how the proposed research advances the use of steel in construction and the potential benefits to the steel industry.
6. Brief description of general procedure to be followed, including personnel, equipment, specimens, etc., likely to be required.
7. Proposed time schedule.
8. Funds to be provided by other sponsors, if any. In particular, applicants are encouraged to indicate how the CISC Research Grant and possible in-kind. Contributions provided by others in the steel industry might be used to partner additional funding from federal or provincial granting agencies.
9. Amount of money requested, with a brief statement of anticipated disbursements.
10. A statement signifying that the conditions pertaining to award of CISC research grants (as attached) are acceptable to the applicant.
11. Curriculum Vitae of applicant, as an Appendix to the application. (NSERC-format CV is acceptable).

Research Grant Agreement

This Research Grant Agreement (the “**Agreement**”) is entered into between the CISC and the Recipient (and any Additional Parties, when applicable) and is made effective on the effective date set out in Schedule B (the “**Effective Date**”).

WHEREAS:

- A. the CISC represents a diverse community of steel manufacturers, fabricators and constructors, engineers and architects, owners and developers, and educators and students, and the CISC is Canada’s voice for the steel construction industry, providing leadership in sustainable design and construction, efficiency, quality and innovation;
- B. the CISC promotes the use and benefits of steel in construction, adds value to the design and construction community and supports the needs of its membership and industry through technical expertise, knowledge transfer, research and development, industry codes and standards, certification, and advocacy (the “**CISC Mission**”);
- C. the CISC has funds available for research grants for the Grant Period, and such research grants are awarded at the discretion of the CISC Research Committee on the merits of the applications received;
- D. the Applicant submitted the Application on behalf of the Recipient, and the CISC awarded the Recipient the Grant;
- E. the Recipient wishes to enter into this Agreement to receive the Grant to carry out the Project through its Principal Researcher and any Additional Parties; and
- F. the CISC makes the Grant conditional on the terms and conditions of this Agreement to safeguard the Grant funds, to ensure the Grant is used in a manner that is consistent with the CISC Mission, and to ensure the appropriate use of the Grant by the Recipient.

NOW THEREFORE, in consideration of the mutual covenants and agreements in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Definitions and Interpretation

- (a) When used in this Agreement the defined terms set out in Schedule A have the meanings ascribed to them.
- (b) In this Agreement: (i) “including” means including without limitation, (ii) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions, (iii) a reference to a person includes an individual, partnership, association, trust, unincorporated organization, society or corporation, and (iv) a reference to a statute includes a reference to such statute and to the regulations made pursuant to such statute, and all amendments made to the statute and in force, from time to time, and to any statute or regulation that may be passed that has the effect of supplementing or superseding the statute referred to or its regulations.

2 Cooperation with the CISC

- (a) The Recipient shall designate a Principal Researcher who will work with the CISC’s designated project coordinator for the Project to liaise between the Recipient and the CISC Research Committee.

- (b) The CISC and the Principal Researcher will, at the CISC's request and at the frequency specified by the CISC, meet to review the progress and delivery of the Project.
- (c) The Recipient must, within two (2) days of becoming aware, inform the CISC of any loss of consent, approval or licence or any other development that has a material adverse impact on the Recipient's delivery of the Project.

3 Recipient Obligations

- (a) The Recipient acknowledges that its acceptance of a Grant constitutes its agreement to undertake and complete the Project during the Grant Period. The Recipient must use the Grant only for the delivery of the Project. The Recipient must not, without the prior written consent of the CISC:
 - (i) make any material changes to the Project;
 - (ii) use any portion of the Grant for any purposes or activities outside the Project; or
 - (iii) spend any of the Grant on expenses or costs incurred prior to the Grant Period.
- (b) The Recipient shall provide the necessary personnel, facilities, services, equipment and supplies necessary to perform the Project.
- (c) The Recipient understands and acknowledges that:
 - (i) the CISC is under no obligation to fund any subsequent activities or projects related to the Project;
 - (ii) the CISC is not responsible for any amounts spent over the amount of the Grant by the Recipient on the Project and the CISC is under no obligation to increase the Grant in those or in any other circumstances; and
 - (iii) any Project completion or termination costs (including employment costs) that may be incurred by the Recipient at the end of the Project are the sole responsibility of the Recipient.
- (d) The Recipient may subcontract, collaborate with, employ or otherwise engage a third party to assist with activities related to the Project (each an "**Additional Party**"), provided that (i) each Additional Party signs the form of agreement set out in Schedule C thereby agreeing to be bound by the Agreement and (ii) the CISC is not required to pay any Grant funds directly to an Additional Party. An Additional Party may not subcontract or delegate any part of the Project to another person other than to the Additional Party's employees, students and volunteers.

4 Reporting and Deliverables

- (a) During the course of the Project, the Recipient shall provide the CISC with progress reports in PDF format covering the first, second and third quarters of the Grant Period. Progress reports normally will be submitted December 15, March 15 and June 15. It is expected that the first progress report will include an evaluation of the existing literature. The progress reports shall be sent to the CISC's project coordinator. Additionally, the Recipient shall provide the CISC with all reasonable ad-hoc information requests made by the CISC in relation to the Project.
- (b) The Recipient shall provide the CISC with a final, detailed report by September 15 in the final month of the Grant Period in PDF format suitable for publication on the CISC website. The Recipient shall provide the detailed report to the CISC's project coordinator.
- (c) The Recipient shall prepare a paper, or papers, based on its research and submit the same for publication in an appropriate engineering journal (e.g. Canadian Journal of Civil Engineering) or equivalent publication, in accordance with Section 12. If the Recipient does not provide a paper within six months of receipt of the final report, then the CISC may request the Recipient prepare a paper suitable for publication. A copy of all theses related to the Project shall be submitted in PDF format and will be made available on the CISC website.

- (d) The Recipient shall provide a 500 word summary of the final report suitable for publication in CISC's Advantage Steel Magazine. In addition, the Principal Researcher may be asked to write an article about their research for publication in CISC's Advantage Steel Magazine.
- (e) The CISC may share research grant applications and progress and final reports and other information submitted by the Recipient with other national and international steel construction organizations.

5 Project Standards and Conduct

- (a) The Recipient must carry out the Project in accordance with:
 - (i) Good Practice;
 - (ii) Health and Safety Requirements;
 - (iii) the CISC Mission; and
 - (iv) any applicable legal and regulatory requirements.
- (b) The Recipient must take all necessary steps to ensure that any of its personnel (including the Principal Researcher and the Applicant), students and volunteers and any Additional Parties comply with this Section and the terms of the Agreement. The Recipient is responsible and liable for the acts and omissions of its personnel (including the Principal Researcher and the Applicant), students and volunteers, as well as for the acts and omissions of each Additional Party.

6 Payment of the Grant

- (a) The CISC shall pay the Grant funds to the Recipient in trust, in accordance with the terms set out in Schedule B. Unless otherwise set out in Schedule B, the Recipient may release the Grant funds to the Principal Researcher and other researchers in equal quarterly installments commencing on September 15 of the Grant Period. The CISC will pay the Recipient the second, third and fourth payments on receipt of the progress report from the previous quarter as set out in Section 4(a). No payments will be made after April 30 of the year after the Grant Period.
- (b) Where conditions are set out in Schedule B regarding payments of part of the Grant amount to specific activities, phases or milestones, no payment will be made until the CISC is reasonably satisfied that the amounts are being allocated to the relevant activities, phases or milestones have been achieved.
- (c) The CISC assumes that a portion of the Grant funds will normally be used for a research fellowship for a post-graduate student. Accordingly, the CISC does not permit the inclusion of overhead charges in payments of the Grant funds.
- (d) If indicated in Schedule B, the CISC shall also pay to the Principal Researcher a gift in the amount of \$5,000. Such amount is paid to the principal researcher who receives the H. A. Krentz Research Award in the Grant Period. If the Recipient is required to re-pay funds to the CISC as a result of an Event of Default then the Principal Researcher shall, if required by the CISC, return such gift to the CISC.
- (e) If the Recipient has not spent any or all of the Grant on the Project by the end of the Grant Period then the Recipient must return any unused amount of the Grant to the CISC in accordance with Section 10(b) unless the CISC, in its sole discretion, notifies the Recipient that the Recipient may retain the unspent amount of the Grant (where such retained portion will be on such terms and conditions as the CISC may impose).

7 Third Party Funding

- (a) The Recipient represents to the CISC that the Recipient has disclosed in the Application any other sources of funding for the Project that, at the time of submission of the Application, had either been

received or were being sought by the Recipient, with details as to the purposes for which that funding has been or will be applied.

- (b) The Recipient must inform the CISC if, at any time before the end of the Grant Period, the Recipient receives any funding from any other source or person towards the Project that is not stated in the Application as previously committed to the Project, including the amount of that funding and purposes for which such third party funding is to be applied.
- (c) Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that is not Match Funding or was not already committed to the Recipient and disclosed in the Application, the CISC may, when that funding duplicates the funding contained in the Grant, require repayment of part of the Grant (up to the amount of duplicate funding received) in accordance with Section 10(b).

8 Accounting and record keeping

- (a) The Recipient must segregate and account separately for the Grant, and must keep separate, accurate and up-to-date accounts and records of its receipt and expenditure of the Grant. The Recipient must keep all invoices, receipts, accounts and any other relevant documents relating to the expenditure of the Grant for at least three (3) years following receipt of any Grant. The CISC will have the right to review or have audited the Recipient's accounts and records relating to the Grant and to take copies of such accounts and records.

9 The Recipient's Warranties

- (a) The Recipient warrants, represents and covenants that:
 - (i) it has full power and authority to enter into the Agreement, and that all necessary approvals and consents have been obtained and are in full force and effect;
 - (ii) the execution of the Agreement does not and will not contravene or conflict with any legal or contractual obligations to which the Recipient is subject;
 - (iii) the performance of the Project or the preparation of or providing reports will not violate or infringe any existing Intellectual Property or any other third party rights;
 - (iv) the information contained in the Application was in all material respects accurate, and that since the Application was submitted there has not been any material change to the information in the Application that would have adversely affected the decision of the CISC Research Committee to award the Grant;
 - (v) the description in the Application of how the Project will advance the use of steel in construction and the potential benefits to the steel industry is not misleading; and
 - (vi) to the best of the Recipient's knowledge, nothing will have, or is likely to have, a material adverse effect on the Recipient's ability to deliver the Project (assuming it receives the Grant).

10 Repayment or Recovery of the Grant

- (a) The CISC may, in its sole discretion, withhold, suspend, or require the Recipient to repay or reimburse all or part of the Grant funds if any one of the following occurs (each an **"Event of Default"**):
 - (i) the information in the Application was materially inaccurate or misleading;
 - (ii) the Recipient acts (A) dishonestly, negligently or fraudulently in connection with the Project, (B) in any other manner that could lead to reputational damage to the CISC or to any of the CISC's members, or (C) in a manner that is inconsistent with the CISC Mission;

- (iii) the Recipient breaches any of its legal or contractual obligations to any third party, or the Recipient fails to materially comply with or breaches any of the terms or conditions of this Agreement (including failure to delivery a required report) and the Recipient fails to remedy the failure within 30 days of the receipt of a notice from the CISC to remedy the failure;
 - (iv) an external audit report discloses non-compliance with any condition, undertaking or term in this Agreement;
 - (v) the CISC reasonably considers that delivery of the Project falls short of the standards required under the Agreement;
 - (vi) the Principal Researcher is unable to complete the Project and a reasonable successor for the Principal Researcher is not able to continue with the Project, or the Principal Researcher otherwise becomes unable to continue the Project for the Recipient (including in the case that the Principal Researcher is no longer working for the Recipient), provided that, in this case, (A) the CISC will not require the Recipient to refund the Grant funds previously paid, but the CISC will not be required to pay further Grant funds to the Recipient, (B) the Recipient will not restrict the Principal Researcher in any way from completing the Project with a new organization or independently and (C) the Recipient will promptly notify the CISC if this situation arises; or
 - (vii) the Recipient applies any of the Grant in a manner not permitted under this Agreement or for any purpose other than the Project.
- (b) The CISC may in its sole discretion withhold, suspend, or require the Recipient to repay, all or part of the Grant if any one of the following occurs:
- (i) the circumstances described in Section 6(e) apply (in which case, the CISC's rights under this Section relate to the unspent amount only);
 - (ii) where the Recipient receives duplicate funding for the Project as referred to in Section 7(c) (in which case, the CISC's recovery will be limited to the part of the Grant equivalent to the amount of the duplicate funding); or
 - (iii) the Recipient fails to commence, progress or complete the Project substantially in accordance with any time limits or milestones contained in the Application or in Schedule B.
- (c) Where the CISC requires repayment of any part of the Grant under this Section 10, the Recipient must repay that amount in full within 20 days of receipt of the CISC's notice requiring repayment. The CISC's rights to withhold or recover under this Section 10 are in addition to any other rights or remedies it may have.

11 Duration, termination and consequences of termination

- (a) This Agreement comes into effect on the Effective Date, and unless otherwise terminated in accordance with its terms, will continue for the duration of the Grant Period.
- (b) The CISC's award of a grant in a succeeding year for additional phases of a Project are subject to the CISC's approval each year. Any applicable succeeding years are considered part of the Grant Period. The Grant may not be accumulated, deferred or re-purposed without the written consent of the CISC.
- (c) The CISC may terminate this Agreement by providing the Recipient with 90 days' written notice. If the CISC terminates the Agreement pursuant to this Section 11(c) then it may not (unless entitled to under Section 10):
 - (i) recover any Grant funds already paid to the Recipient; or
 - (ii) withhold any Grant funds otherwise due to be paid to the Recipient before the end of the termination notice period,

but the CISC will have no liability to pay the Recipient any further sums in relation to the Grant after the termination date.

- (d) The CISC may terminate this Agreement if the Recipient, the Recipient's personnel (including the Principal Researcher and the Applicant), students and volunteers, or an Additional Party has committed an Event of Default.
- (e) The Recipient may terminate this Agreement at any time prior to the Recipient receiving any Grant funds by providing written notice to the CISC. The Recipient may terminate this Agreement at any time after the Recipient receives any Grant funds by providing written notice to the CISC and by refunding any received Grant funds to the CISC.
- (f) The Recipient agrees to seek third party funding leverage (such as through NSERC), verify and confirm the Project does not contravene the Recipient's policies or other related or funding party's rules and regulations and notify the CISC prior to the release of the first installment of the Grant funds that the Recipient is prepared to proceed with the Project. If NSERC or other third party funder declines to provide the necessary funds, or provides insufficient funds or terminates its funding, then the Recipient may terminate this Research Grant Agreement in accordance with Section 11(e).
- (g) Any rights or obligations under this Agreement which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of this Agreement (including all indemnities and any obligations relating to use of unspent amounts of the Grant) continue after expiry or termination of the Agreement.

12 Intellectual Property

- (a) The CISC's open access policy is based on the belief that the full social and economic benefits of the research from the Project should be available to any of the CISC's members who could use it – and build on it - to improve the steel industry. In keeping with the CISC's mandate to support the development of expertise, knowledge and innovation in steel design and construction while maximizing the benefits to the steel industry as a whole, and in keeping with the CISC Mission, the Recipient shall:
 - (i) assist the CISC with ensuring that all Project reports, data and research are digital, online, free of charge at the point of use, and made available under the most recent version of the Creative Commons Attribution (CC BY) licence;
 - (ii) to ensure consistency with the open access policy, not maintain as confidential any information related to an invention or trade secret that may be Developed as part of the Project, and ensure that such information is published in the same manner as in Section 12(a)(i); that is, the Recipient shall share data and resources in a timely fashion with no restrictions;
 - (iii) not use any of the Grant for seeking any advice or protection for any Intellectual Property that is Developed as a result of the Project; and
 - (iv) not use the reports, data or research from the Project for the development, preparation or creation of patentable subject matter or technology, including patentable products or systems.
- (b) The Recipient is encouraged to publish any reports and articles in open access journals to make its work publicly available. If this is not possible, the published books or articles must be uploaded to an open access repository within twelve (12) months of publication or the CISC may do so.
- (c) The Recipient acknowledges and agrees that any Intellectual Property that is Developed as part of the Project is owned by the CISC, despite any third party funding. The Recipient shall ensure that the contracts of employment or other terms of engagement of its personnel provide for automatic and immediate vesting in the CISC of any such Intellectual Property. No license is implied or given by the CISC under this Agreement and all rights are reserved. Despite the foregoing, the CSIC acknowledges and agrees that nothing in this Agreement transfers, assigns or conveys to the CISC any right, title or interest in or to the Recipient's or an Additional Party's background intellectual property.

- (d) In extenuating circumstances the Recipient may seek the CISC's consent and authorization to enter into a memorandum of understanding with the CISC regarding the protection and exploitation of Intellectual Property that is Developed from the Project that would supersede the CISC's open access policy. In such cases the CISC, in its sole discretion, may consider whether to permit the Recipient to seek such exploitation of the CISC's Intellectual Property in exchange for consideration being paid to the CISC, such as license fees, royalties or an equity interest, to be agreed on and set out in the memorandum of understanding or other agreement.
- (e) When software is Developed or enhanced as a major part of the Project then the Recipient shall supply CISC with access to the software. The CISC shall also be supplied with sufficient documentation to allow easy use of the software including a sample problem with printed output. The Recipient shall make any such software that is Developed in the course of the Project available as open source software, on terms and conditions to be agreed upon by the CISC.

13 **Publicity and CISC Branding**

- (a) The Recipient shall recognize the CISC in all presentations, articles or other publications regarding the Project.
- (b) The CISC consents to the Recipient's inclusion of the CISC's name as a grant funding institute in the Recipient's internal and external publications and media. The Recipient and the Principal Researcher shall provide to the CISC for the CISC's review and approval the text of any such proposed publicity concerning the Grant, the Project or the CISC prior to its release, provided that the Recipient may use the following expression without the CISC's prior review and approval:

"This work was carried out with the aid of a grant from the Canadian Institute of Steel Construction."
- (c) The CISC may include information regarding the Grant, including the amount and purpose of the Grant, any photographs that may have been provided, or other information or materials about the Project in the CISC's periodic public reports, newsletters, news releases and websites.
- (d) When using the CISC's branding, including its name or logo, in connection with the permitted publicity set out in this Section 13, that permission is limited to the purposes and duration communicated to the Recipient by the CISC and the Recipient must comply with any CISC branding guidelines or requirements.

14 **Liability**

- (a) The Recipient shall obtain and maintain all of the necessary and reasonable insurance for the Project.
- (b) The total liability of the CISC under the Agreement is limited to the amount of the Grant. The CISC is not liable for any incidental, indirect, special or consequential damages. The CISC expressly disclaims any bodily injury, death or property damage to the Recipient, its employees, agents or consultants or for any Claim by any third party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement.
- (c) The Recipient shall pay the CISC for any and all Losses incurred by the CISC and for any Claims made against the CISC that result from, arise out of or that are related to:
 - (i) the Recipient's, the Recipient's personnel's (including the Principal Researcher's and the Applicant's), students' and volunteers', and each Additional Party's acts or omissions in relation to the Project, including negligence or willful misconduct;
 - (ii) the Recipient's duties to third parties (including to an Additional Party for payment); or
 - (iii) the participation by the Recipient, its personnel (including the Principal Researcher and the Applicant), students and volunteers, and each Additional Party, in the Project, including in the design, construction, operation, maintenance and repair of any part or all of the Project, and

including any resulting bodily injury, death or property damage to any of the foregoing parties or to any other person.

- (d) The Recipient shall defend the CISC for any Claims referenced in Section 14(c).

15 Notice

- (a) Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the email addresses set out below (in the case of the CISC) or as set out in Schedule B (in the case of the Recipient). Notices sent by post will be effective on the earlier of actual receipt or eight (8) days after mailing; by hand will be effective upon delivery; and by e-mail will be effective when received in legible form, but only if, following transmission, the sender does not receive a non-delivery message. The address for the CISC as of the Effective Date:

The Canadian Institute of Steel Construction
Attention: The CISC Research Committee
445 Apple Creek Blvd,
Suite 102. Markham, ON
Canada L3R 9X7
Email: education@cisc-icca.ca

16 General

- (a) The Recipient may not, without the CISC's prior written consent, assign, transfer or convey the Agreement.
- (b) No failure or delay by the CISC to exercise any right or remedy under the Agreement will be construed as a waiver of any other right or remedy.
- (c) Nothing in this Agreement will create a partnership or joint venture or relationship of employer and employee or principal and agent between the CISC and the Recipient.
- (d) This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable in the Province of Ontario without giving effect to any choice or conflict of law provision, principle or rule (whether of the Province of Ontario or any other jurisdiction).
- (e) If for any reason a provision of this Agreement is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- (f) All agreements, covenants, representations, certifications and understandings between the parties concerning the Agreement have been merged into the Agreement. No prior contemporaneous representation, agreement or understanding, express or implied, oral or otherwise, of the parties or their agents that may have related to the subject matter of the Agreement is in any way valid or enforceable unless set out in this Agreement.
- (g) Amendments to the Agreement must be made solely in writing and must be executed by both parties to be binding.

[Section 16(h) and the signature blocks are on the next page]

(h) This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

IN WITNESS WHEREOF, the CISC and the Recipient have respectively executed and delivered this Agreement on the Effective Date.

The Canadian Institute of Steel Construction

Per: _____

Name: _____

Title: _____

Date: _____

_____ (the Recipient (University or College signatory))

Per: _____

Name: _____

Title: _____

Date: _____

_____ (the Recipient (University or College signatory))

Per: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A – DEFINITIONS

Additional Party	has the meaning set out in Section 3(d).
Agreement	has the meaning set out in the preamble.
Application	the Recipient's application for grant funding as set out in Schedule D that was submitted to the CISC, together with any materials referred to or included in such application and any representations made by the Recipient in connection with such application.
CISC	the Canadian Institute of Steel Construction.
CISC Mission	has the meaning set out in the preamble.
Claim	claim, cause of action, action, demand or proceeding.
Developed	developed, made, created, conceived, discovered, improved, authored, derived, invented, reduced to practice, designed, prepared, produced or generated.
Event of Default	has the meaning set out in Section 10(a).
Good Practice	using standards, practices, methods and procedures that comply with applicable law, regulations and rules and exercising a degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced person engaged in activities similar to the Project, and in a manner that will not infringe, misappropriate, or violate the Intellectual Property of any third party.
Grant	the grant as set out in Schedule B.
Grant Period	has the meaning set out in Schedule B.
Health and Safety Requirements	acts, orders, regulations and codes of practice relating to health and safety, which may apply to persons on the Recipient's premises in the conduct of the Project.
Intellectual Property Rights	inventions, patents, copyright, trademarks, industrial designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights.
Loss	loss, liability, damage, charge, debt, and cost and expense, including reasonable legal fees and expert fees and disbursements as invoiced and court costs.
Match Funding	a sum to be paid by a third party to the Recipient which is equivalent value to the Grant and is contingent on the Recipient receiving the Grant.
Principal Researcher	Recipient's designated principal researcher who is leading the Project.
Project	the project set out in the Application.
Recipient	the grant recipient identified in Schedule B.

SCHEDULE B – THE RECIPIENT AND GRANT DETAILS

The Recipient (University or College)	[complete by adding the name of the University or College that is signing the agreement, and specify relevant faculty or department if applicable]
The Recipients' notice address (including email address)	[complete]
The Applicant	[complete – this is the individual who submitted the application on behalf of the University or College]
The Recipient's Principal Researcher	[complete]
Principal Researcher's position with the Recipient	[complete]
Is the Principal Researcher the recipient of the H. A. Krentz Research Award?	[indicate Yes or No]
Third party funding	[Please add details of any third party funding that is confirmed, including any third party funding that was indicated in the Application.]
Effective Date	[complete]
Grant Period	September 30, 202__ to April 30, 202__ [complete]
The CISC's Grant reference	CISC- [complete]
Maximum Grant amount	[Set out the total amount of the Grant here]
Grant payment terms	[This may be expressed as a single lump sum or the payment scheme and the duration of the Grant Period – the default is to pay the Grant on the 15 th day of the last month of each quarter during the Funding Year (i.e. December 15, March 15 and June 15)] [Indicate if any payments are linked to specific project milestones]
Identify each Additional Party (each Additional Party must sign the form set out in Schedule C)	[complete]

SCHEDULE C – ADDITIONAL PARTY ACKNOWLEDGEMENT AND AGREEMENT

The Additional Party (University or College)	[complete by adding the name of the University or College that is signing this Agreement as an Additional Party]
The Additional Party's notice address (including email address)	[complete]
The Additional Party's position with or relationship to the Recipient	[complete – indicate if the Additional Party is acting as a Co-Principal Researcher, a subcontractor to the Recipient, a University of College participating in the project with the Recipient, or otherwise]
Responsibilities of the Additional Party under the Agreement	[complete – in the position or relationship indicated above, indicate what part of the Project the Additional Party will provide or what related services the Additional Party will provide to the Recipient]

Additional Party Acknowledgement and Agreement

By signing below, the Additional Party identified above indicates its acknowledgement and agreement of the following:

1. The Additional Party agrees to abide by the Agreement to the extent required to ensure that the Recipient can fulfill the Recipient's responsibilities and obligations under the Agreement.
2. The Additional Party agrees to abide by terms of the Agreement set out in the preamble, and Sections 1, 2(c), 3(a)-(d), 5(a), 7, 8, 9(a)(i)-(iii), 11(g), 12(a), 12(c), 12(e), 13(c), 14(b)-(d), 15 (using the notice address set out above for the Additional Party) and Section 16 as though the Additional Party was in the position of the Recipient signing the Agreement directly with the CISC.
3. The Additional Party agrees to repay or reimburse all or part of the Grant funds the CISC if the circumstances set out in Sections 10(a)(ii)-(iv) apply to the Additional Party, in which case Section 10(c) also applies to the Additional Party as though the Additional Party was in the position of the Recipient.
4. Despite any contrary terms in any agreement between the Recipient and the Additional Party (such as an inter-institutional agreement or services agreement), the Additional Party shall perform the assigned roles, responsibilities and obligations owed to the Recipient under this Agreement in accordance with the terms set out in this acknowledgement and agreement.

This acknowledgement and agreement executed this ____ day of _____, 202____.

_____ (the Additional Party (University or College signatory))

Per: _____

Name: _____

Title: _____

SCHEDULE D – THE APPLICATION

[Please attach the Recipient's application for the Grant]