

### DIRECTIVE RESPECTING POSTDOCTORAL FELLOWS AT INSTITUT NATIONAL DE LA RECHERCHE SCIENTIFIQUE

ADOPTION		
AUTHORITY	DATE	DECISION
Academic and Research Committee	December 7, 1993	76CR-93-521

AMENDMENT(S)			
AUTHORITY	DATE	DECISION	COMMENTS
Academic and Research Committee	February 13, 1996	89CR-96-584	Amendment to the Policy on Postdoctoral Fellow Orientation and the Postdoctoral Scholarship Program
Academic and Research Committee	May 7, 1996	90CR-96-592	Splitting the Policy: -Postdoctoral Fellows Policy -INRS Postdoctoral Scholarship Program
Academic and Research Committee	June 6, 2000	112CR-2000-708	Section 5 Eligibility Requirements
Board of Directors	February 23, 2010	354A-2010-2982	Complete revision of the Postdoctoral Fellow Policy
Steering committee	December 19, 2016	74CD-2016-308	Complete redraft— amendment respecting the status of "employee"
Steering committee	February 20, 2017	78CD-2017-313	Amendment to the directive and its appendixes
Steering committee	April 11, 2017	83CD-2017-324	Amendement to the Appendix A.

REVISION	As required or at least every three years
IN CHARGE	Graduate and Postdoctoral Studies Department and Human Resources Department
CODE	D-21-2017.3

# Table of contents

PRE	EAMBLE	1		
1.	OBJECTIVES 1			
2.	DEFINITIONS 1			
3.	SCOPE	2		
4.	ENFORCEMENT	2		
5.	ELIGIBILITY CRITERIA	2		
6.	DURATION OF THE POSTDOCTORAL FELLOWSHIP	2		
7.	ADMISSION AND REGISTRATION	2		
8.	<ul> <li>INCOME OF POSTDOCTORAL FELLOWS.</li> <li>8.1 Salaried Postdoctoral Fellows</li></ul>	3		
9.	<ul> <li>ROLES AND RESPONSIBILITIES</li> <li>9.1 Postdoctoral Fellows</li> <li>9.2 Fellowship Supervisors</li> <li>9.3 Research Centre Director</li> <li>9.4 Graduate and Postdoctoral Studies Department</li> <li>9.5 Human Resources Department</li> </ul>	3 4 4 5		
	9.5 Human Resources Department	5		
10.	RESOURCES			
-		<b>5</b> <b>5</b> 6666666		
11.	RESOURCES BENEFITS 11.1 Vacation 11.2 Statutory Holidays 11.3 Maternity Leave 11.4 Leave for the Birth or Adoption of a Child 11.5 Parental Leave	<b>5</b> <b>5</b> 6 6 6 6 6 6 6		
11.	RESOURCES         BENEFITS         11.1 Vacation         11.2 Statutory Holidays         11.3 Maternity Leave         11.4 Leave for the Birth or Adoption of a Child         11.5 Parental Leave         11.6 Insurance	<b>5</b> <b>5</b> 666666 <b>6</b>		
<ol> <li>11.</li> <li>12.</li> <li>13.</li> </ol>	RESOURCES BENEFITS 11.1 Vacation 11.2 Statutory Holidays 11.3 Maternity Leave 11.4 Leave for the Birth or Adoption of a Child 11.5 Parental Leave 11.6 Insurance POSTDOCTORAL FELLOWSHIP CERTIFICATE	<b>5</b> <b>6</b> <b>6</b> <b>6</b> <b>7</b>		
<ol> <li>11.</li> <li>12.</li> <li>13.</li> <li>14.</li> </ol>	RESOURCES BENEFITS 11.1 Vacation 11.2 Statutory Holidays 11.3 Maternity Leave 11.4 Leave for the Birth or Adoption of a Child 11.5 Parental Leave 11.6 Insurance POSTDOCTORAL FELLOWSHIP CERTIFICATE DISPUTE SETTLEMENT	<b>5</b> <b>5</b> <b>6</b> <b>6</b> <b>6</b> <b>7</b> <b>7</b>		
<ol> <li>11.</li> <li>12.</li> <li>13.</li> <li>14.</li> <li>15.</li> </ol>	RESOURCES BENEFITS 11.1 Vacation 11.2 Statutory Holidays 11.3 Maternity Leave 11.4 Leave for the Birth or Adoption of a Child 11.5 Parental Leave 11.6 Insurance POSTDOCTORAL FELLOWSHIP CERTIFICATE DISPUTE SETTLEMENT UPDATES	<b>5</b> <b>5</b> <b>6</b> <b>6</b> <b>6</b> <b>7</b> <b>7</b> <b>7</b>		

# PREAMBLE

The teaching and research activities central to the mission of Institut national de la recherche scientifique ("**INRS**") are enshrined in the *INRS Graduate Studies Regulation* (Regulation 2) and in the *INRS Research Regulation* (Regulation 3) from which the *Directive for Postdoctoral Fellows at INRS* (the "Directive") is derived.

A person holding a doctorate, may continue his or her training through postdoctoral research. Indeed, postdoctoral fellowships expand horizons, sharpen research skills, and enhance the ability to design and carry out research projects while benefiting from the guidance and collaboration within a research environment other than the one in which studies have been completed. From an academic point of view, postdoctoral fellowships advance doctoral training through the human and material resources the university makes available to Postdoctoral Fellows.

### 1. OBJECTIVES

INRS recognizes the important contribution of Postdoctoral Fellows in carrying out and developing research and training activities and keeping research teams vibrant and strong. To help Postdoctoral Fellows integrate into the University Community, INRS has developed a directive that:

- defines their status, rights, and responsibilities;
- describes the roles and responsibilities of INRS, its Research Centres, and its Professors with respect to orienting and guiding Postdoctoral Fellows; and
- encourages their involvement in university life.

### 2. DEFINITIONS

For the purposes of the Directive, the expressions below have the following meanings.

**"Fellowship Supervisor"**: Professor responsible for supervising a Postdoctoral Fellow's research work.

"**Postdoctoral Fellow**": Anyone holding a doctorate (or equivalent) who undertakes to acquire, normally on a full-time basis and for a set period, complementary or specialized expertise by taking part in INRS research work carried out by INRS.

"Professor": A regular, assistant, or substitute Professor at INRS.

"Research Centre": Centre Eau Terre Environnement, Centre Énergie Matériaux Télécommunications, Centre INRS-Institut Armand-Frappier, and Centre Urbanisation Culture Société.

**"Student"**: Anyone admitted and registered at INRS for training, research, or academic activities in accordance with applicable governing documents.

**"University Community"**: Managers, Professors, staff, Students, and interns, including INRS Postdoctoral Fellows.

# 3. SCOPE

The Directive applies to all Postdoctoral Fellows and all members of the University Community involved, either at a scientific or administrative level, in the work of a Postdoctoral Fellow as scientists or administrators.

# 4. ENFORCEMENT

The director of the Graduate and Postdoctoral Studies Department, in collaboration with the Human Resources Department, is responsible for enforcing the Directive.

# 5. ELIGIBILITY CRITERIA

Candidates must:

- a) have obtained a PhD or an equivalent less than five years before<sup>1</sup> or have officially submitted a thesis for evaluation<sup>2</sup>; and
- b) be accepted by a Fellowship Supervisor who has agreed to offer him or her a postdoctoral fellowship for a set period.

The five-year period specified in a) above can be extended by a maximum of two years if the Postdoctoral Fellow needs to take a leave of absence for parental leave or family obligations.

# 6. DURATION OF THE POSTDOCTORAL FELLOWSHIP

Postdoctoral fellowships must not last more than five years. This includes periods of interruption but excludes periods of time taken as parental and family leave.

The postdoctoral fellowship must be approved within five years of the date the thesis was defended and end no later than seven years after said date.

### 7. ADMISSION AND REGISTRATION

To be admitted, Postdoctoral Fellows must contact an INRS Professor and secure his or her agreement to be their Fellowship Supervisor. The fellowship offer is drawn up by the Research Centre director and approved by the director of the Graduate and Postdoctoral Studies Department.

A fellowship agreement identical to the one in Appendix A and including a training plan must then be filled out jointly by the Postdoctoral Fellow and the Fellowship Supervisor and

<sup>&</sup>lt;sup>1</sup> The date of the thesis defence is deemed to be the date the diploma was awarded.

<sup>&</sup>lt;sup>2</sup> Postdoctoral fellowship candidates must present proof that they have officially submitted their thesis and of the date set for defending it, which must take place at the latest within six months of the official submission.

approved by the Research Centre director. This agreement must be submitted to the Graduate and Postdoctoral Studies Department at the same time as the application for admission and registration. The training plan must set out the objectives and completion schedule and must clearly show how the fellowship will benefit the Postdoctoral Fellow, over and above its contribution to advancing independence in postdoctoral research (e.g., publishing research as the primary author, making scientific presentations, and similar).

## 8. INCOME OF POSTDOCTORAL FELLOWS

### 8.1 SALARIED POSTDOCTORAL FELLOWS

Postdoctoral Fellows paid in part or in full by INRS from the Fellowship Supervisor's budget are considered to be salaried Postdoctoral Fellows and INRS employees.

The minimum income for a full-time salaried Postdoctoral Fellow is determined according to the pay rate set annually by the Government of Quebec for doctoral students.

The Fellowship Supervisor must ensure his or her research budget will cover the salaried Postdoctoral Fellow's income.

### 8.2 SCHOLARSHIP-HOLDING POSTDOCTORAL FELLOWS

Postdoctoral fellows with individual scholarships from external organizations for which INRS has been specifically named as the recipient's host institution are considered to be scholarship-holding Postdoctoral Fellows.

Scholarships are paid to Postdoctoral Fellows in accordance with the rules and standards of the external organizations providing the funds.

Scholarship-holding Postdoctoral Fellows must receive at least \$30,000 from external organizations. Failing this, Fellowship Supervisors must use their research budgets to supplement such scholarship-holding Postdoctoral Fellows' income, and this income supplement is considered to be a salary.

Fellowship Supervisors must ensure their research budgets are sufficient to financially support scholarship-holding Postdoctoral Fellows.

### 9. ROLES AND RESPONSIBILITIES

### 9.1 POSTDOCTORAL FELLOWS

### 9.1.1 Postdoctoral Fellows Responsibilities

All Postdoctoral Fellows must:

- a) fill out and sign the fellowship agreement and training plan, together with their Fellowship Supervisors;
- b) fill out the personal information form (Appendix B);

- c) provide the following supporting documents:
  - Valid Canadian social insurance number (SIN);
  - Birth certificate;
  - Permanent code;
  - Proof of a PhD or, if not available, a thesis defence certificate;
  - A voided cheque;
  - Federal and provincial forms for payroll deductions;
- d) conduct their research in compliance with INRS governing documents including those respecting research and intellectual property;
- e) declare to the director of the Graduate and Postdoctoral Studies Department all postdoctoral fellowship income received from external organizations; and
- f) give at least two weeks notice in writing to the Fellowship Supervisor, the director of the Graduate and Postdoctoral Studies Department, and the director of the Human Resources Department if they plan to end the fellowship early.

# 9.1.2 Special Responsibilities for Foreign Postdoctoral Fellows

Foreign Postdoctoral Fellows must comply with Section 9.1.1 and must also:

- a) hold and maintain a valid work permit from Immigration, Refugees and Citizenship Canada; and
- b) provide INRS with proof of private health insurance until they can show they are covered by the public plan offered by the *Régie de l'assurance maladie du Québec*.

### 9.2 FELLOWSHIP SUPERVISORS

Fellowship Supervisors bear primary responsibility for orienting and guiding Postdoctoral Fellows. In this regard, they must:

- a) fill out and sign the fellowship agreement and training plan together with the Postdoctoral Fellow;
- b) facilitate the Postdoctoral Fellow's integration in the training environment and on the research team;
- c) help familiarize the Postdoctoral Fellow with the University Community, including by informing him or her about applicable INRS governing documents;
- d) provide the Postdoctoral Fellow with conditions and guidance conducive to productive collaboration in carrying out joint research projects
- e) together with the Postdoctoral Fellow, initiate scientific exchanges beneficial to a scientific research career;
- f) help the Postdoctoral Fellow highlight his or her work and accomplishments;
- g) ensure the sufficiency of the research budget is sufficient to cover the Postdoctoral Fellow's income; and
- h) fill out the form for the Postdoctoral Fellowship Certificate to be issued, if applicable.

### 9.3 RESEARCH CENTRE DIRECTOR

The Research Centre director

a) approves the fellowship agreement and training plan and submits them to the Graduate and Postdoctoral Studies Department; and

b) provides the Postdoctoral Fellow with the official documents required to admit and register him or her and to issue a Postdoctoral Fellowship Certificate, if applicable.

### 9.4 GRADUATE AND POSTDOCTORAL STUDIES DEPARTMENT

The Graduate and Postdoctoral Studies Department:

- a) ensures the Postdoctoral Fellow meets the eligibility criteria set out in section 5 of the Directive;
- b) processes the Postdoctoral Fellow's registration application upon receipt of the supporting documents listed in section 9.5;
- c) signs the fellowship agreement and sends a copy to the Human Resources Department;
- d) issues a Postdoctoral Fellowship Certificate once the fellowship has been completed successfully; and
- e) keeps the list of INRS Postdoctoral Fellows up to date in the computerized student record system ("IDE").

### 9.5 HUMAN RESOURCES DEPARTMENT

The Human Resources Department:

- a) checks that the Postdoctoral Fellow's income is in line with the amounts specified in section 8 of the Directive;
- b) checks the Postdoctoral Fellow's work permit, if applicable, and social insurance number before making any payments; ensures that payments are made only while the Postdoctoral Fellow's work permit is valid;
- c) pays the Postdoctoral Fellow's salary every two weeks, with the appropriate payroll deductions; and
- d) issues tax slips for the income paid to the Postdoctoral Fellow.

## 10. RESOURCES

Postdoctoral Fellows are entitled to the following INRS services:

- a) an INRS email address;
- b) IT support for research activities conducted at INRS;
- c) an ID card for access to the research areas specified by the Fellowship Supervisor;
- d) reimbursement of expenses authorized by INRS and incurred as part of the postdoctoral fellowship, in compliance with the Directive concernant le remboursement des frais de déplacement de l'Institut national de la recherche scientifique (INRS Directive on the Reimbursement of Travel Expenses).

### 11. BENEFITS

Scholarship Postdoctoral Fellows are entitled to benefits according to the terms and conditions of the external organization awarding the scholarship.

Salaried Postdoctoral Fellows are entitled to the benefits provided for in the *Labour Standards Act* (CQLR, N-1.1) as well as the benefits listed below.

# 11.1 VACATION

Postdoctoral Fellows are entitled to 20 days of vacation a year for each year of fulltime research completed, subject to the rules of external organizations for holders of individual scholarships. Vacation must be taken during the fellowship and approved by the Fellowship Supervisor.

### **11.2 STATUTORY HOLIDAYS**

Postdoctoral Fellows are entitled to the same statutory holidays as INRS employees.

### **11.3 MATERNITY LEAVE**

Postdoctoral Fellows are entitled to 18 weeks of maternity leave. The timing of such maternity leave must be discussed in advance with the Fellowship Supervisor. During maternity leave, INRS will pay the Postdoctoral Fellow an amount equal to the difference between her usual weekly salary and the benefits received from the Québec Parental Insurance Plan ("QPIP").

### 11.4 LEAVE FOR THE BIRTH OR ADOPTION OF A CHILD

Postdoctoral Fellows are entitled to a maximum of five days paid leave to be taken upon the birth or adoption of a child.

### 11.5 PARENTAL LEAVE

Postdoctoral Fellows are entitled to take parental leave under the Labour Standards Act.

However, Postdoctoral Fellows authorized by their Fellowship Supervisors to take such leave must still register for that session under "authorized leave." The duration of the fellowship will be extended to take this authorized leave into account.

### 11.6 INSURANCE

Postdoctoral Fellows are covered by the INRS civil liability policy, up to the limits therein.

### 12. POSTDOCTORAL FELLOWSHIP CERTIFICATE

To receive a Postdoctoral Fellowship Certificate, fellows must have successfully completed the fellowship and must fill out, with the Fellowship Supervisor, the *Postdoctoral Fellowship Approval Form*.

The form must be signed by the Postdoctoral Fellow, the Fellowship Supervisor, and the Research Centre director before being sent to the Graduate and Postdoctoral Studies Department.

The Postdoctoral Fellowship Certificate issued to the Postdoctoral Fellow by the Graduate and Postdoctoral Studies Department specifies the research field, the location, the duration of the fellowship, and the name of the Fellowship Supervisor.

# 13. DISPUTE SETTLEMENT

A Postdoctoral Fellow who has a grievance regarding his or her treatment may first discuss the issue with his or her Fellowship Supervisor. If the grievance is not resolved, the Postdoctoral Fellow can contact the Research Centre director. Ultimately, they can ask to be heard by the director of Graduate and Postdoctoral Studies for disputes involving academic issues or the human resources director for disputes involving employment conditions, including pay.

# 14. UPDATES

The Directive is reviewed as required and at least every three years.

### 15. FINAL PROVISIONS

The Directive enters into force once it has been adopted by the INRS Steering Committee.

# APPENDIX A—POSTDOCTORAL FELLOWSHIP AGREEMENT



# POSTDOCTORAL FELLOWSHIP AGREEMENT

### PREAMBLE

WHEREAS a Postdoctoral fellowship helps to sharpen research skills, enhance the ability to design and carry out research projects, and advance doctoral training;

WHEREAS (insert fellow's name) (the "Postdoctoral Fellow") has drawn up, together with (insert name of the INRS professor) (the "Fellowship Supervisor"), a training plan approved by the Research Centre director, (insert Research Centre director's name);

WHEREAS the Postdoctoral Fellow has met the prerequisites for admission and registration, providing all supporting documents including his or her Canadian social insurance number, birth certificate, and thesis defence certificate, and in the case of foreign Postdoctoral Fellows, a valid work permit from Immigration, Refugees and Citizenship Canada and proof of private health insurance coverage;

WHEREAS INRS recognizes the important contribution made by Postdoctoral Fellows in carrying out and developing research and training activities and keeping research teams vibrant and strong, and therefore wishes to offer a postdoctoral fellowship as agreed herein;

WHEREAS the Postdoctoral Fellow, in addition to the research activities already specified in the training plan and under the guidance of the Fellowship Supervisor, will be involved in: (i) teaching, guiding, and training students; (ii) planning and conducting new research activities; (iii) helping to seek funds for conducting research activities;

### NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

### Section 1 TRAINING PLAN

The Training Plan, drawn up jointly by the Fellowship Supervisor and the Postdoctoral Fellow and approved by the Research Centre director, is attached as Appendix 1 and is an integral part of this agreement.

#### Section 2 DURATION OF THE FELLOWSHIP

- 2.1 The fellowship starts on (insert start date) and ends on (insert end date).
- 2.2 The duration of the postdoctoral fellowship includes any periods of interruption but excludes parental and family leave under the Labour Standards Act (CQLR, C. N-1.1).
- 2.3 In the case of foreign Postdoctoral Fellows, fellowships may not extend beyond the time their work permits expire.

#### Section 3 POSTDOCTORAL FELLOWS WHO RECEIVE A SALARY

- 3.1 The annual full-time salary for the Postdoctoral Fellow upon taking up his or her position is (insert annual salary).
- 3.2 The number of work hours per week is (number of hours per week).
- 3.3 The Postdoctoral Fellow's salary will be paid every two weeks according to the usual pay period for INRS employees.
- 3.4 The annual minimum salary is indexed on May 1 each year by the Human Resources Department, according to the pay rate set annually by the Government of Quebec for doctoral students.
- 3.5 Salaried Postdoctoral Fellows are entitled to the benefits provided for in the *Labour Standards Act*, in accordance with the *Directive for Postdoctoral Fellows* (the "Directive"), in particular with respect to vacation, statutory holidays, maternity leave, leave for the birth or adoption of a child, and parental leave.
- 3.6 The Postdoctoral Fellow must declare to the Graduate and Postdoctoral Studies Department all income from an external organization if such income is related to his or her Postdoctoral Fellowship.
- 3.7 In the case of foreign Postdoctoral Fellows, the salary is only paid while their work permits are valid.

#### Section 4 SCHOLARSHIP-HOLDING POSTDOCTORAL FELLOWS

- 4.1 The Scholarship-holding Postdoctoral Fellow will receive a scholarship of (insert the total amount of the scholarship) awarded by (name of the organization) for the period from (date) to (date), paid by (INRS or name of the external organization).
  - 4.1.1 Scholarships administered by INRS are divided into instalments and paid to the Postdoctoral Fellow every two weeks in accordance with the rules and standards imposed by the external organization(s) providing the funds and in compliance with the *Directive Respecting Postdoctoral Fellows at INRS*.
  - 4.1.2 Scholarships awarded by an external organization directly to the Postdoctoral Fellow are paid according to the terms and conditions set by said organization.
- 4.2 The Postdoctoral Fellow is entitled to the benefits pursuant to the terms and conditions provided for by the external organization awarding the scholarship.
- 4.3 The Postdoctoral Fellow must declare to the Graduate and Postdoctoral Studies Department all income from an external organization if such income is related to his or her Postdoctoral Fellowship.
- 4.4 For foreign Postdoctoral Fellows, scholarships are only paid while their work permits are valid.

#### Section 5 POSTDOCTORAL FELLOWS RECEIVING AN INCOME SUPPLEMENT TO SCHOLARSHIP

- 5.1 The scholarship-holding Postdoctoral Fellow receives an income supplement for (indicate the amount of the supplement), for the period from (date) to (date), in addition to his or her scholarship.
- 5.2 For tax return purposes, such income supplement corresponds to a full-time annual salary of (indicate annual salary) on the basis of (number of hours) hours per week.
- 5.3 The income supplement is paid to the Postdoctoral Fellow every two weeks according to the standard pay period for INRS employes and is considered to be salary.

#### Section 6 LIVING EXPENSES AND REIMBURSEMENT OF COSTS

6.1 Travel and living expenses incurred by the Postdoctoral Fellow and approved in advance by the Fellowship Supervisor are reimbursed according to the *INRS Directive on the Reimbursement of Travel Expenses (la Directive concernant le remboursement des frais de déplacement de l'Institut national de la recherche scientifique).* 

### Section 7 INSURANCE

- 7.1 Foreign Postdoctoral Fellows must provide INRS with proof that they have private health insurance and are required to maintain such insurance coverage in place until they can show they are covered by Quebec's public health insurance plan.
- 7.2 INRS maintains a civil liability insurance policy providing coverage for damage caused by the Postdoctoral Fellow to third parties while conducting activities directly related to the Postdoctoral Fellowship.
- 7.3 Before using INRS-owned vehicles in the course of the fellowship, the Postdoctoral Fellow must demonstrate to the Fellowship Supervisor that he or she has the capacity to drive said vehicles and holds a valid driver's licence. The Postdoctoral Fellow is then eligible for coverage under INRS automobile insurance coverage.

#### Section 8 COMPLIANCE WITH INRS GOVERNING DOCUMENTS

- 8.1 The Postdoctoral Fellow agrees, in general, to comply with the INRS governing documents applicable to him or her considering the activities conducted at INRS, including but not limited to the *Graduate Studies Regulation* ("Regulation 2"), the *Research Regulation* ("Regulation 3"), the *Code of Ethics of the INRS University Community*, the *Intellectual Property Policy*, the *Harassment, Discrimination, and Incivility Policy*, the *Policy on Integrity in Research*, the *Language Policy*, the *Occupational Health and Safety Policy*, the *Framework Policy on Research Fund Management*, the *Policy on Safety and Good Order*, and the *Personal Information Protection Policy*, and well as the *Directive Respecting Postdoctoral Fellows*. These governing documents are available at http://www.inrs.ca/universite/gouvernance/documents-normatifs.
- 8.2 Without limiting the general nature of the foregoing, the Postdoctoral Fellow more specifically acknowledges having read the Directive Respecting Postdoctoral Fellows at Institut national de la recherche scientifique and the INRS Intellectual Property Policy and having understood their scope and meaning, and agrees to be subject to, and act in accordance with, their stipulations. The Postdoctoral Fellow :

Page 2 of 4

- (i) acknowledges that the words "Work", "Invention," and "Sponsor" in this subparagraph and in subparagraphs (ii), (vii) or (viii) and the words "Software Program", "Invention Disclosure", and "Inventor" in subparagraph (viii) have the meaning given to them in the *INRS Intellectual Property Policy*. With regard to what the Postdoctoral Fellow may do, create, or develop, alone or with others, it is agreed that, under the aforementioned Policy, INRS owns any Work or Invention covered by sections 6.2 and 7.3 of said Policy including those covered by its sections 6.2(a) and 7.3(a) and for greater clarity, the Postdoctoral Fellow hereby assigns to INRS, all his or her rights in and to such Works and Inventions. Without limiting the foregoing, the Postdoctoral Fellow also acknowledges and agrees that as a result of the foregoing, INRS is the owner of any Work and any Invention arising from the activities and work governed by the contracts referred to in sections 6.2(a) and 7.3(a) of said Policy, where such contracts contain transactions relating to the rights over such Works and Inventions in favor of the Sponsor, unless INRS has assigned its rights to the Sponsor in the aforementioned contracts;
- (ii) agrees that, if he or she is a scholarship-holding Postdoctoral Fellow, and if the laws of a country prohibit the assignment of intellectual property rights over Works to INRS which is effected by the aforementioned devolution, for as long as those rights are protected in that country, then the length of the aforementioned assignment is, for that country, reduced to the maximum allowable period under the laws of that country; the scholarship-holding Postdoctoral Fellow therefore hereby grants to INRS, its successors and assigns, a non-exclusive, assignable, fully paid-up licence, effective from the end of the above-mentioned period onwards, over any such Work, free of any restriction regarding the term, territory, medium, market sector, purpose, use, or any other restriction, which licence includes the right to grant sublicences to third parties over any and all such rights;
- (iii) agrees not to share any confidential results, data, or information to which he or she has access as a Postdoctoral Fellow at INRS or through his or her involvement in INRS contracts, including, without limitation, those mentioned in sections 6.2 (a) and 7.3 (a) of the *INRS Intellectual Property Policy*, without prior written authorization from INRS;
- (iv) undertakes to act in a way that allows INRS to honour its commitments towards granting agencies and members of the INRS community (professors, students, interns, and members of staff) with whom he or she will carry out activities as a Postdoctoral Fellow, as well as toward third parties to which INRS has contractual obligations relating to activities in which he or she is involved at INRS;
- (v) agrees, without limiting the general nature of the foregoing, to act in a way that allows INRS to honour the contracts it signs that involve him or her, including by carrying out actions and signing documents that are useful or necessary for specifying, confirming, or completing the operations provided for in said contracts and in this agreement;
- (vi) accepts that INRS may send copies of the necessary excerpts from this agreement to its co-contracting parties that request such copies and that sign the contracts in which the Postdoctoral Fellow is involved;
- (vii) agrees that the terms of Clause 8.2 come into effect as soon as the agreement is signed by all INRS's representatives and will continue to apply to him or her and to what he or she does, creates or develops, alone or with others, during his or her activities and work at INRS (including such activities and work covered by contracts signed by INRS or those carried out by the Postdoctoral Fellow between the expiry of this agreement and its renewal date) all the foregoing until he or she permanently ceases to conduct such activities and work. For greater clarity, the Postdoctoral Fellow agrees that the provisions of this section 8.2 as well as those of the *INRS Intellectual Property Policy* shall continue to apply to his or her above-mentioned activities and work which he or she carries out between the date on which this agreement terminates and the date of its renewal as well as to Works and Inventions flowing from such activities and work which are at all times covered by the devolution of rights mentioned in sub-paragraphs (i) and (ii). It is also agreed that the undertaking to act in a way that allows INRS to honour the commitments mentioned in paragraphs (iv), (v), and (vi), including commitments respecting the confidentiality and non-disclosure of data and information, survives the final cessation of his or her activities and work as a Postdoctoral Fellow, and this, for as long as INRS continues to be bound to third parties.
- (viii) agrees to provide, upon permanently ceasing to conduct activities at INRS, an Invention Disclosure for any Invention or Software Program made, created, or developed if (a) said Invention or Software is covered under Section 7.3 of the *INRS Intellectual Property Policy*; (b) INRS has commitments to a third party regarding the Invention or Software Program; or (c) he or she is not the only Inventor.

### Section 9 CANCELLATION AND TERMINATION

9.1 The Postdoctoral Fellow may not, of his or her own initiative, interrupt the fellowship without forfeiting the benefits of the fellowship.

Page 3 of 4

- 9.2 The Postdoctoral Fellow must give at least two weeks notice, in writing, to the Fellowship Supervisor, the Graduate and Postdoctoral Studies Department, and to the Human Resources Department director if he or she leaves the fellowship early.
- 9.3 After giving the Postdoctoral Fellow written notice, INRS may interrupt the fellowship and cancel the agreement if the Postdoctoral Fellow has failed to meet his or her obligations under this agreement or the governing documents that apply to him or her.

#### Section 10 POSTDOCTORAL FELLOWSHIP CERTIFICATE

- 10.1 A Postdoctoral Fellowship Certificate may be issued by the Graduate and Postdoctoral Studies Department if the Postdoctoral Fellow successfully completes the fellowship and meets the requirements of the *Directive Respecting Postdoctoral Fellows at INRS*.
- 10.2 The Postdoctoral Fellowship Certificate specifies the research field, location, duration of the fellowship, and the name of the Fellowship Supervisor.

#### Section 11 GENERAL PROVISIONS

- 11.1 The preamble and appendices are an integral part of this agreement.
- 11.2 INRS is not bound by provisions, whether they be written or verbal, other than those specified in this agreement.
- 11.3 Notwithstanding Paragraph 11.2, the employment conditions set out in this agreement are subject to occasional updates by way of amendments. These new employment conditions then become an integral part of this agreement as amended. Subject to the updating of employment conditions and of his or her Training Plan, the Postdoctoral Fellow acknowledges and accepts that this agreement may also be renewed pursuant to the same terms and conditions by signing of a new agreement.
- 11.4 The Postdoctoral Fellow will receive an electronic copy of this document.

Postdoctoral Fellow		For INRS	
(name of the Postdoctoral Fellow)	Date	●, Director Graduate and Postdoctoral Studies Department	Date
●, Witness	Date	<mark>●</mark> , Witness	Date
	ached to Appendix 1 and	n <b>tre)</b> Centre, which accepts (Fellow's name agrees to support his or her activities by pro erning documents.	
•, Director	Date	•, Professor, Fellowship Supervisor	Date

Centre •

# APPENDIX 1

### TRAINING PLAN

INFORMATION ABOUT THE FELLOWSHIP OF (NAME OF THE POSTDOCTORAL FELLOW)							
CENTRE:	FELLOWSHIP SUPERVISOR'S NAME:						
FELLOW SHIP STARTS:	FELLOWSHIP ENDS:						
RESEARCH FIELD:							
RESEARCH PROJECT TITLE:							
1) POSTDOCTORAL FELLOWSHIP OBJECTIVES							
2							
s <u></u>							
5							
2) SCHEDULE FOR COMPLETING POSTDOCTORAL	2) SCHEDULE FOR COMPLETING POSTDOCTORAL WORK						
3							
3							
3) BENEFITS FOR THE FELLOW							
8							
3							
DATE	FELLOWSHIP SUPERVISOR	POSTDOCTORAL FELLOW					

APPENDIX 1 - Page 1 of 1

# APPENDIX B—PERSONAL INFORMATION FORM

			PERMANENT CODE			
1. IDENTIFICATIO	N					
LAST NAME AT BIRTH			FIRST NAME			
DATE OF BIRTH	PLACE OF BIRTH (CITY AND	H (CITY AND/OR COUNTRY) CANADIAN SOC. I		SOC. INS. NO. (SIN)		
EMAIL:	5					
GENDER	STATUS IN CANADA					
Male     Female	Canadian citizen	□Work permit	1	IF YOU ARE NO NATIONALITY	T A CANADIAN (	CITIZEN, SPECIFY YOUR
NATIVE LANGUAGE		French PR English Other	IMARY LANGU	AGE USED		French English Other
FATHER'S LAST NAME		FA	HER'S FIRST NAMI	E		
MOTHER'S LAST NAME		мс	THER'S FIRST NAM	1E		
EMERGENCY CONTACT		·	PHONE NUI	VIBER		
2. ADDRESS						
STREET NUMBER	STR	EET	APARTM	ENT		
СІТҮ					F	PHONE NUMBER
PROVINCE/STATE	ROVINCE/STATE COUNTRY		POSTAL CODE			
3. INFORMATION	ABOUT YOUR DOCT	ORAL STUDIES (pro	vide your Certific	ate of Defence	Approval or	a copy of your diploma)
		ISTITUTION	DIPLOMA(S) EA		) BE	YEAR/MONTH AWARDED

Page 1 of 2

#### 4. PERSONAL INFORMATION AND COMPLIANCE WITH STANDARDS

By signing this form, I declare that the personal information provided above is accurate and I authorize INRS to enter the information in my student record and in the records held by the Human Resources Department for use by those authorized to access such information at INRS, when necessary to carry out their duties in compliance with the *Act respecting Access to Documents Held by Public Bodies* and the Protection of Personal Information.

I authorize INRS to share any or all of my personal information with the following third parties for the purposes stated below. <u>The consent</u> provided for in subparagraphs A to G is a registration prerequisite at INRS as it may be required by:

- A. A ministry or government body (including the ministry of the Québec government responsible for higher education, for the purpose of establishing and modifying my permanent code, releasing my transcripts for statistical purposes, and/or complying with education laws), for the purposes of complying with laws, exercising their powers, and implementing programs they manage (including programs for student loans and scholarships)
- B. 🛛 Université du Québec, for the purpose of issuing my final diploma or for statistical purposes
- C. C An insurer (in the case of foreign students), for implementing and managing the group insurance plans I must sign up for
- D.  $\Box$  A granting agency or any private company providing funds for a research project, to establish my eligibility for or participation in a funding program for said project
- F. 
  Bureau de Coopération interuniversitaire ("BCI"), formerly the Conference of Rectors and Principals of Quebec Universities ("CREPUQ"), for statistical purposes
- G. 🛛 A student association, for the purpose of contacting me
- H. The Quebec Student Health Alliance (ASEQ) or any student group created for the purpose of joining group insurance plans or with any insurer, for the purpose of implementing and managing group insurance plans I am eligible for
- J. INRS researchers, for the purpose of conducting research
- By checking this box, I provide my consent.

I can withdraw my consent at any time by completing the form available from the Graduate and Postdoctoral Studies Department.

Signature of the Postdoctoral Fellow \_\_\_\_

Date