

Contracts for Research Policy

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Approval Authority Board of Governors	
Implementation Authority Vice-President (Research)	
Effective Date April 8, 1976	
Last Revision October 1, 1991	

1 Purpose

The purpose of this policy is to:

- a) establish the terms and conditions under which the Board is prepared to contract for research; and
- b) provide guidelines that govern the negotiation of research contracts, establish the University's expectations regarding content, indicate the factors and variables that must be taken into account, and set the standards which acceptable contracts must meet.

2 Scope

This policy applies research contracts entered into by the University for research carried out by University faculty, on University premises, using University resources, services, facilities or equipment.

3 Definitions

In this policy:

- a) "Research Contract" means any legally binding agreement to perform research on behalf of an outside sponsor who, as a condition of sponsorship, requires a certain performance by the researcher, within a specified time frame, and acquires ownership, preferential use, and/or control of the research results or the publication of the research results.

4 Policy Statement

General

- 4.1 While University research is traditionally grant-supported, some sponsors, industry and government especially, choose to contract for research which they need to enhance their business competitiveness, to produce or develop a new product, program or service, or to satisfy some other internal short-term requirement or long-term goal. Although the research may be anywhere along the basic to applied

spectrum, the nature of a contract makes the relationship sponsor-driven, with "business-like" arrangements requiring a business-like approach by both parties.

- 4.2** For its part, the University is a corporate body, responsible to the public through the Board of Governors. The Governors are responsible for ensuring that the University's resources and facilities are used to further institutional objectives. Contracts accepted by the Board must be of benefit to and consistent with the mandate and purposes of the University.
- 4.3** Once signed, a contract obligates the University to perform as agreed. Failure to perform can be costly, not only in money but in terms of the University's reputation. A contractual obligation on the part of the University also, necessarily, gives that research a high priority for University facilities and resources relative to other activities. Consequently, it is incumbent on both researchers and the University to ensure that contractual obligations are carefully considered, before being accepted and carefully integrated into the ongoing activities of the department in which the research is to take place.
- 4.4** The University will accept research contracts which are consistent with the University's teaching, research and public service mandates, for which the required expertise, facilities, and services are available, and when mutually acceptable terms and conditions can be negotiated.
- 4.5** The contract must conform to the standards set by this policy and its accompanying Guidelines, and all relevant University policies, procedures, and regulations.
- 4.6** The contract must be of overall benefit to the University, providing the University with resources, research equipment, or facilities not otherwise available from University funds, academic benefits to staff or educational opportunities for students extra to normal programs, or a share of the revenues from the commercial use of the results.
- 4.7** The contract must be self-sufficient and not require the University to provide personnel, materials, supplies, services, or other support for which the University is not compensated, monetarily or in terms of other benefits received.
- 4.8** The University must be a party to the contract and will decide the acceptability of each contract on its individual merit.
- 4.9** The University will carry-out or supervise negotiations to ensure the most favourable terms possible are obtained and the contract complies with University policies and guidelines.
- 4.10** The Principal Investigator will be consulted throughout negotiations. The Principal Investigator's consent will be required as a pre-requisite to accepting the contract.

Guidelines

- 4.11** Research Specifications – The research specifications are to be reasonable and practicable in respect to time, facilities, and other required resources. The scope of the research may be affected or limited by the price the sponsor is able or prepared to pay.
- 4.12** The research statement is to be sufficiently detailed so as to permit an informed assessment to be made of the demands the research will place on facilities and

equipment, for review for ethics, animal care, biosafety certification, and to judge the adequacy of the contract price.

- 4.13** Time Frame – The time frame for the research is to be reasonable and practical. The time frame may be affected by the availability of facilities and services, staff time, and any teaching, research, or other obligations of the researcher involved.
- 4.14** Contract Price – Normally, the contract price is to be sufficient to cover the project direct and indirect costs. However, the University may be prepared to negotiate cost-sharing or other favourable pricing arrangements based on compensating/off-setting benefits.
- 4.15** Ownership of Results – The ownership of the research results is to be negotiated on the basis of the value of the compensation received. Arrangements may vary. In some instances, the sponsor may obtain outright title (subject to the researcher's/university's right to publish); in other instances, the sponsor may obtain the right to a license, or the University may retain an interest in the commercialization of the results.
- 4.16** Publication – The research results are to be publishable in accordance with the University's Intellectual Property Policy.
- 4.17** Research Reports – The contract is to specify the frequency of, or the dates on which, progress or final reports are required. The Principal Investigator is responsible for the preparation, content, style, number, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the contract. One or more copies should be retained by the Principal Investigator and one copy, the official University copy, is to be deposited with Research Services.
- 4.18** Financial Reports – The contract is to specify the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The Controller's Office is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
- 4.19** Personnel are to be employed in accordance with University project personnel employment policies. There may be no commitment to continue employment beyond the term of the contract.
- 4.20** Equipment – Title to capital equipment, if any, is to be specified. The University prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
- 4.21** Budget – If expenditures are to conform to a budget, the Principal Investigator must be prepared to assume responsibility for ensuring that line items are adhered to and for obtaining, in advance and in writing, the necessary approvals for budget changes.
- 4.22** Payment – The contract is to specify the manner in which the University will be paid. The University prefers a regularized system of progress payments but may require a working capital advance sufficient to cover start-up costs. The usual practice of a final payment (of ten per cent of the total contract price) upon receipt of a final report and/or statement is acceptable. The University must not be required to carry the research costs for an extended period of time.
- 4.23** Renewal/Termination – The contract must provide suitable mechanisms for renewal, extension, or termination. For termination before completion, written notice by the

terminating party must be required. Upon termination, the University must be paid for costs incurred or committed up to the date of termination.

- 4.24** Acceptance and Approval – Once the contract's terms have been negotiated and the formal documents prepared, these are to be approved, in writing, by the Principal Investigator, Department Head, and the Faculty Dean (if that is a Faculty requirement).
- 4.25** Principal Investigator's Signature – The Principal Investigator's signature constitutes an acceptance of responsibility for the technical and scientific conduct of the research. This signature is also the Principal Investigator's acceptance of the contract's terms and conditions including its ownership and publication provisions.
- 4.26** Department/Faculty Signature(s) – The Department Head and/or Faculty Dean signatures constitute an approval of the undertaking of the research; an assurance that the research is consistent with and will benefit the Departmental and Faculty teaching, research and public service mandates; an undertaking that the research can and will be accommodated within the constraints of the facilities and services currently available; an assurance that the costs equipment, personnel, supplies and services used for the research can and will be recovered from contract funds; and an assurance that the research will not conflict with the researcher's responsibilities to the University.
- 4.27** Execution/University Signature – The signature of an authorized officer is required to finalize the contract.

Implementation

- 4.28** This policy may be amended by the Board on the recommendation of General Faculties Council.
- 4.29** The Vice-President (Research), in consultation with the University's Research Policy Committee and the Vice-President (Finance and Services), is empowered to establish procedures and make regulations for the effective implementation of this policy. Regulations are to be reported to the Board but do not require Board approval.

5 Responsibilities

- 5.1** Controller
 - a) prepare the financial reports.
- 5.2** Dean
 - a) approve, in writing, the terms of the contract; and
 - b) share administrative responsibility.
- 5.3** Department Head
 - a) approve, in writing, the terms of the contract; and
 - b) share administrative responsibility.
- 5.4** General Faculties Council
 - a) recommend amendments to the Board.
- 5.5** Principal Investigator
 - a) approve, in writing, the terms of the contract;

- b) prepare, content, style, number, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the contract;
- c) retain at least one copy of research reports; and
- d) ensure that line items are adhered to and obtain, in advance and in writing, the necessary approvals for budget changes.

5.6 Research Policy Committee

- a) advise the Approval Authority on related policy matters; and
- b) sponsor the revision of this policy and related procedures when necessary.

5.7 Research Services Director and Associate Director (Contracts and Industry Liaison)

- a) Fulfill the responsibilities of the Implementation Authority; and
- b) Administer the policy and related procedures.

5.8 Vice-President (Finance and Services)

- a) Shared executive responsibility
- b) Shared administrative responsibility
- c) Establish procedures and make regulations for the effective implementation of this policy; and
- d) Report regulations to the Board.

5.9 Vice-President (Research)

- a) Shared administrative responsibility
- b) Establish procedures and make regulations for the effective implementation of this policy; and
- c) Report regulations to the Board.

6 Related Policies [Research Overhead Policy](#)
[Intellectual Property Policy](#)
[Code of Conduct](#)

7 Related Information [TUCFA Collective Agreement](#), Article 19: Intellectual Property

8 History	April 8, 1976	Approved by the Board of Governors.
	October 1, 1991	Revised by the Board of Governors on the recommendation of the General Faculties Council in September of 1991.
	January 1, 2020	Editorial Revision. Updated format and links.