

Contracts for Research, Scholarly Activity, and Scholarship	
Policy: Support for Research, Scholarly Activity, and Scholarship	
Category: Academic-Administrative	Approval Date: February 5, 2021
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Associated Documents: Academic Freedom Intellectual Property Integrity in Research, Scholarly Activity, and Scholarship Research Involving Humans Research Involving Animals Research, Scholarly Activity, and Scholarship Student Intellectual Property	

PURPOSE

To outline the conditions under which the College enters into Research, Scholarly Activity, and Scholarship Contracts, and to set standards for such contracts. Conditions and standards for contracts entered into by recognized Research Centres are addressed in the Research Centres procedure (under development).

PROCEDURE

1. Research, Scholarly Activity, and Scholarship Contracts accepted by the College must be of benefit to and consistent with the mandate, values, and purposes of the College.
2. It is incumbent on both researchers and the College 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.
3. The contract must conform to the standards set by this procedure and all relevant College policies, practices, procedures, and regulations.
4. The contract must be self-sufficient and not require the College to provide personnel, materials, supplies, services, or other support for which the College is not compensated, monetarily or in terms of other benefits received.

Negotiation and Authority to Sign

1. The authority to execute contracts is delegated by the College to certain executive officers of the College. Individual faculty, staff, or students are not authorized to contract on behalf of the College without formal delegation of this signing authority.
2. The College must be a party to the contract and decides the acceptability of each contract on its individual merit.
3. The College conducts negotiations to ensure the most favorable terms possible are obtained and the contract complies with College policies and guidelines.
4. The Principal Researcher, and any other faculty or staff member whose services are committed, is consulted throughout negotiations. The Principal Researcher's consent is required as a prerequisite to accepting the contract.
5. Research, Scholarly Activity, or Scholarship Contracts involving faculty workload release require the approval of the Dean, in consultation with the Associate Dean, or the Administrative Supervisor before the Contract is finalized.
6. When a Research, Scholarly Activity, or Scholarship Contract opportunity is identified, the Vice President, Academic and Research, the Dean, and the faculty or staff member meet to evaluate the opportunity and identify a negotiator for the College.
7. The negotiator works with the sponsor to negotiate a draft contract or to submit an application in response to a request for proposal. All such draft contracts or applications are reviewed by Financial Services prior to submission to confirm compliance with College policies and procedures.
8. A draft contract is reviewed, finalized and signed by the Vice President, Academic and Research, within financial limits, with an original copy sent to the College's Financial Services Department.
9. All contract documents will be held confidentially and accessible only to those members of the College community who require such access for business purposes.

Content of Contracts

1. Research Specifications - The research specifications are reasonable and practicable with 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.
2. Level of Detail - The research statement is sufficiently detailed to permit an informed assessment of the demands the research will place on facilities and equipment, review for ethics, and to judge the adequacy of the contract price.

3. Time Frame - The time frame for the research is 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. Contract Price - Commonly, the contract price is sufficient to cover the project's direct expenses and associated departmental overhead. However, the College may be prepared to negotiate cost-sharing or other favorable pricing arrangements based on compensating/off-setting benefits. These arrangements require review by Financial Services and written approval by the Vice President, Academic and Research, within financial limits.
5. Ownership of Results - The ownership of the research results is 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/College's right to publish); in other instances, the sponsor may obtain the right to a license, or the College may retain an interest in the commercialization of the results.
6. Publication - The research results are to be publishable in accordance with the College's Integrity in Research, Scholarly Activity and Scholarship Policy, Intellectual Property Policy and any other related Policies.
7. Disclosure – The contract notifies the client that the College will include basic information about the project in its required reporting to government.
8. Research Reports - The contract specifies the frequency of, or the dates on which, progress or final reports are required. The Principal Researcher 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. The official College copy is deposited with the College's Financial Services Department.
9. College Financial Reports - The contract specifies the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The College's Financial Services Department is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
10. Personnel - Personnel are employed in accordance with the College's Human Resource policies and Collective Agreements. There may be no commitment to continue employment beyond the term of the contract.
11. Equipment - Title to capital equipment, if any, is specified. The College prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
12. Budget - If expenditures are to conform to a budget, the Principal Researcher must be prepared to assume responsibility for ensuring that financial policies are followed, line items are adhered to and for obtaining, in advance and in writing, the necessary approvals for budget changes.

13. Payment - The contract specifies the manner in which the College will be paid. The College 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 10% of the total contract price) upon receipt of a final report and/or statement is acceptable. The College must not be required to carry the research costs for an extended period of time.
14. Renewal/Termination - The contract must provide suitable mechanisms for renewal, extension, or termination. For termination before completion, written notice by the terminating party is required. Upon termination, the College must be paid for costs incurred or committed up to the date of termination.
15. 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 Researcher, the Dean in consultation with the Associate Dean, and the Vice President, Academic and Research.
16. Principal Researcher's Signature - The Principal Researcher's signature constitutes an acceptance of responsibility for the ethical, technical, and scientific conduct of the research. This signature is also the Principal Researcher's acceptance of the contract's terms and conditions, including its ownership and publication provisions.
17. Dean's Signature – The Dean's signature, in consultation with the Associate Dean, constitutes an approval of the undertaking of the research; an assurance that the research is consistent with and will benefit the Department/School's teaching and learning, research, and public service mandates; an assurance that the research can and will be accommodated within the constraints of the facilities and services currently available; an assurance that the direct costs of 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 College.
18. Execution/College Signature - The signature of the Vice President, Academic and Research, within their financial limits as specified in the Delegation of Signing Authority procedure, is required to finalize the contract. The signature indicates that the College will accept and administer the contracted funds in accordance with the terms and conditions and in accordance with the College's policies and procedures. The signature indicates acceptance of any cost-sharing or favorable pricing, if applicable.

Monitoring of Projects and Funds

1. The Office of Research and Scholarship or the School advises the Financial Services Department that certification has been obtained (Research Ethics Board approval, animal care committee approval, biosafety officer approval, and any other required certifications) and that funds may be released. Financial Services releases funds to the researcher only when the necessary certification requirements are met. If the activities involving human participants or animals will take place in the future and certification is not in place yet, a

part of the funds may be released to cover only expenses to be incurred before human participants or animals are involved.

2. Research projects are regularly monitored (at minimum once a year) by the Office of Research and Scholarship to ensure ongoing progress and compliance with certification requirements. It is the duty of all researchers to advise the Office of Research and Scholarship of any changes that might impact the certification of a project.
3. Should potential conflicts of interest be disclosed, they will be dealt with as set out in the Integrity in Research, Scholarly Activity and Scholarship Policy and Breach of Research Integrity Procedure, including any necessary notifications to the contract signatories.
4. Departments/Schools will inform the Vice-President, Academic and Research and the Financial Services Department of any substantive changes in personnel appointments during regular reviews of research projects. The Vice-President, Academic and Research will assess the impact of any such changes on the contract and notify the signatories if necessary.
5. The College provides safeguards to protect the sensitive information entrusted to it for administering contracts and abides by data protection requirements as determined in the contract.