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|  BRANDON UNIVERSITY | Research Contract Policy | First Approved: <i>July 16, 1987</i> |
| | | Updated: <i>September 24, 2022</i> <i>January 27, 2024 (VPRGS Title Change only)</i> |
| Board of Governors Policy | Approved by <i>Board of Governors</i> Administered by <i>Vice-President (Research & Graduate Studies)</i> | Reviewed: <i>September 24, 2022</i> <i>January 27, 2024 (VPRGS Title Change only)</i> |

1. PURPOSE

The *Brandon University Research Contract Policy* shall govern the negotiation and administration of research contracts and contribution agreements undertaken by Brandon University with parties external to the University.

2. SCOPE

The Policy applies to research contracts entered into by Brandon University for research or services carried out by University faculty that involve use of the University name, University facilities (equipment, space, services, etc.), University-supported time, University-supported personnel, or the University accounting system related to a *contract* as defined below. Research contracts must be authorized by the Vice-President (Research & Graduate Studies), or designate, and are subject to overhead charges.

Note 1: Personal contracts or private consultancies for research and similar services negotiated between an employee of the University and an external individual or organization but not authorized by the Vice-President (Research & Graduate Studies) **will not** be accepted for administration by the University, nor may the University name, faculty member's University affiliation, University facilities, staff, resources, or time be used for work carried out under such contracts, unless explicitly authorized in advance by the Vice-President (Research & Graduate Studies).

Note 2: Grants are normally not subject to overhead. Where an external funder allows for overhead or an administrative fee to be charged to a research grant, the policy shall apply.

3. DEFINITIONS

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Contract: Refers to a legally binding and enforceable agreement to perform research on behalf of or in partnership with an external sponsor. The agreement generally includes terms and conditions: governing the conduct, direction and scheduling of the tasks to be performed within a specific time frame; designating ownership of proprietary rights to the research results; outlining the financial regimen to be followed; and placing other restrictions on the research. The following characteristics will normally be present in a contract:

- a. Outline of the scope and nature of the work,
- b. A set time period for the activity,
- c. Ownership of intellectual property, patent rights and licensing arrangements deliverables or milestones defined,
- d. Provision for the confidentiality of information supplied and/or created,
- e. Limitations on publication, including the right to prior review of material for publication to check for confidentiality or intellectual property issues,
- f. Contract amount/fee,
- g. Budget approvals and payment schedules,
- h. Contribution to the indirect costs incurred by the University via overhead,
- i. Acceptance, renewal, and termination clauses,
- j. Limits to the liability of parties (hold harmless and indemnity clauses), and
- k. Reporting requirements, both research and financial.

Grant: Refers to funds that are awarded to enable the performance of self-directed research, where there is no contractual obligation for prescribed outcomes. The following characteristics will normally be present:

- a. The project is initiated and directed by the Principal Investigator,
- b. Any project protocol is designed by the Principal Investigator and can normally be changed without further approval of the sponsor,
- c. The funds are not attached to a specific performance outcome and cannot, normally, be retracted on the basis of level of performance,
- d. The Principal Investigator may publish findings with no approval process or time delay involving the sponsor,
- e. Any intellectual property arising from the work belongs to the Principal Investigator and/or to the University, and not to the sponsor,
- f. There is no honorarium or other similar payment to the Principal Investigator,
- g. The project is open, with no proprietary data owned by the sponsor or other contractual commitment regarding intellectual property, and no transfer of data or results to the sponsor
- h. The funds are provided in advance of expenditures and not in arrears,
- i. Capital equipment purchased from the funds is the property of the University,
- j. There is student/trainee involvement where possible, and
- k. Results are intended for public dissemination.

Direct Costs: Direct costs are all costs directly attributed to or identified with the research project. Contract research incurs direct costs to the University that must be included as part of the contract fee. These costs may include but are not limited to: salaries, benefits, and payroll tax for research support and technical staff; materials and supplies; equipment (purchase, rental, maintenance, taxes and installation); travel and subsistence; printing and duplicating; postage; office supplies; renovations; freight and delivery charges; rental of space; and administrative support.

Overhead Costs: Overhead costs, also known as indirect costs, are those costs that cannot be directly attributed to the contract activities but are a result of the contract activities, and the costs associated with administering and managing the research. They include provision by the University for: space; utilities and similar services; the use of University-owned equipment, repairs and maintenance, and rentals; researcher time; the proportionate share of costs such as insurance and legal services; regulatory and safety compliance, the support personnel in such offices as Human Resources, Financial & Registration Services, Research Services; Physical Plant, Communications, IT Services, and Library; and materials, supplies, and telephone. These costs normally approach or exceed 100% of the direct costs of research.

4. PRINCIPAL INVESTIGATOR (PI)

The Principal Investigator is responsible for the overall management of the research project/contract work and reporting to the Contractor, as required. It is the responsibility of the Principal Investigator to ensure that all charges authorized against University funds conform to the allowable expenditures within the approved budget, with all terms and conditions of the contract, and with relevant University policies and guidelines. The Principal Investigator must use contract funds for expenditures as budgeted within the contract. Only expenses incurred within the term of the contract may be claimed.

The Principal Investigator will:

- a. Inform the Contractor at the onset of negotiations that Brandon University must approve the proposed project and contract amount prior to moving forward with a formal contract agreement,
- b. Work with the Contractor to determine the scope of work and Contractor expectations, including a general conversation around payment amount,
- c. Once the proposed scope of work is determined, develop an accompanying itemized budget **for internal use only** to assist the Office of Research Services in determining the appropriate contract fee,
- d. Present the proposed fee to the Contractor for approval,
- e. Work with the Contractor and the ORS, should further negotiations be necessary, and
- f. Submit a completed and signed Brandon University External Research Application Cover Sheet to the Office of Research Services along with the **final draft** of the scope of work and budget, and any other accompanying documentation.

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The final draft is vetted by the ORS then forwarded to the Vice-President (Research & Graduate Studies) for review and approval. A Provost-authorized statement of work and contract fee signals moving forward with the drafting of a formal contact agreement. The agreement is created by the Contractor, reviewed by the institution, and authorized by both parties, Contractor and Brandon University, and results in a fully executed agreement.

5. STUDENTS

Students may participate in contractual activities under the direction of a faculty member, on the condition that they agree to applicable provisions of the contract, including confidentiality requirements, in advance of their participation. Student involvement in contract activities may include thesis work, so student rights in such work must be protected in the contract. Students may not participate in contract activities where the contract restricts or limits their right to publish their results or to defend their work in an open academic forum, unless prior authorization has been obtained from the Vice-President (Research & Graduate Studies). Such authorization will not normally be given.

6. OFFICE OF RESEARCH SERVICES (ORS)

Following initial contact by a faculty member with an external contractor regarding a potential research contract, the Office of the Research Services) must be notified and become involved early in the negotiations, if the research contract is to be administered by the University.

Upon receiving the original signed contract from the external contractor, the Office of Research Services is responsible for its administration, including authorizing the opening of a designated account; liaising with the sponsor about administrative matters and obtaining or receiving contract amendments and/or addenda; assisting all interested in understanding contractual requirements; and mediating in the case of disputes.

If a Principal Investigator conducting contract activities intends to leave the University before the completion of a contract, that individual shall notify the Office of Research Services at least 60 days prior to leaving and the external contractor shall be notified by University in due course. The Office of Research Services will work with the Principal Investigator to ensure that any outstanding contractual obligations are met.

Contracts Must Include the Following:

- a. The ownership of any donated or purchased equipment shall be specified in the contract. Any equipment or materials purchased by the University, in accordance with the contract, shall remain the property of the University unless otherwise specified,
- b. Contracts must include reasonable and appropriate mechanisms for renewal,

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termination or extension of the contract. In the case of termination, the University must be paid for all costs incurred or committed to the date of termination,

- c. Contractual obligations must be integrated into the ongoing activities and responsibilities of the individuals involved, and of those of the affected academic unit, and
- d. No right or obligation related to research contracts shall be assigned by either party without the prior written permission of the other. The University shall not sub-contract any contract activities, except as specifically provided for in the contract or as an amendment to the contract.

Approval of a Contract shall be given only if:

- a. Consideration has been given to the reasonable protection of the interests of the University (particularly academic and financial), the faculty member, the student, and the public,
- b. The normal teaching duties or other responsibilities of the faculty member will not be affected adversely, or acceptable adjustments to these duties have been made and budgeted for in the contract, and as appropriate in the related departmental budget,
- c. The existing University space and facilities will not be unduly burdened or needed additions have been budgeted for in the contract, and
- d. All direct costs and overhead charges have been considered and included as appropriate in the proposed budget.

Proprietary Rights

In aid of the goal to ensure integrity in the conduct and reporting of academic research, contracts shall not contain provisions that limit research activities in a manner that unduly restricts academic freedom or prevent independent examination or review of data or results, or publication of data or results. In some cases, the University is prepared to accept some agreed upon limitations of publication of results and a distribution of other proprietary rights provided that these limitations and distributions are set out clearly in the proposal and the resultant contract and have been approved by the appropriate Faculty Dean.

Contract research activities may result in the disclosure of patentable inventions. Proprietary rights to such inventions will be governed by the terms of the contract. In cases where the University retains a right to such inventions, (see *Articles: 22 and 23 of the Brandon University-Brandon University Faculty Association Agreement*).

7. OFFICE OF THE VICE-PRESIDENT (RESEARCH & GRADUATE STUDIES)

The Vice-President (Research & Graduate Studies) is responsible for the review and authorization of all research contract agreements. This includes the initial approval of the scope of work and contract fee that enables the formalization of the subsequent contract.

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The formal contract agreement is reviewed by the institution and authorized by both parties, Contractor and Brandon University, and results in a fully executed agreement.

Only the University has the legal authority to enter into contract agreements and all contracts, as defined in this policy, shall be signed by authority of the Vice-President (Research & Graduate Studies). Faculty members or other employees do not have the authority to enter into contracts or other formal agreements on behalf of the University.

8. FINANCIAL & REGISTRATION SERVICES

Financial & Registration Services is responsible for overseeing the financial management of the contract.

Financial & Registration Services will:

- a. Open an account upon authorization from the Office of Research Services,
- b. Administer the contract accounting, invoicing, cash management, and prepare financial statements,
- c. Maintain financial records and promptly submit closing financial reports, and
- d. Transfer overhead to the appropriate accounts.

9. OVERHEAD RATES

Contract overhead is normally generated as a percentage of the direct costs of the proposed research/work and determines the contract fee. Other alternative methods of costing overhead may be considered, provided that the required percentage is recovered. These methods must be approved in advance by the Office of Research Services. When overhead is charged as a percentage of the direct costs associated with the proposed contract activities, the direct costs must be based on full cost recovery and must include the costs of specialized equipment, facilities or supplies; maintenance, repair and depreciation on equipment, with a value beyond that associated with the contract; space which must be acquired or assigned to the contract activities and associated utility costs; and faculty and staff time. If the contract does not provide for full recovery of overhead, (i.e. the cost of the project is to be partially born by the University and the University has agreed to do so), the contract shall specify that the contract activities are jointly sponsored by the external contractor and the University. In this case, the ownership of intellectual property and the control and distribution of the original data are vested in the University.

Provision for the payment of an honorarium or stipend to the faculty member shall be payable to the University when contract commitments reduce the faculty member's attention to employment duties. If payable to the faculty member, the funds shall be placed in a University research account, to be used to support the faculty member's scholarly or research activities. Please note that no funds will be released until completion of the contract and overhead recovery has taken place.

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A standard overhead rate of 30% will apply to all research contracts.

In exceptional circumstances, the Vice-President (Research & Graduate Studies) has the authority to negotiate the amount of overhead charged.

Allocation of Overhead

Administrative overhead revenue from a contract will be collected at the time payment is received by the University. This revenue will not be used as base income in the budgeting process since contracts are for a limited term, and therefore it would not be appropriate to use indirect cost revenues to meet continuing financial obligations. Upon payment of a contract, overhead will be transferred to Special Purpose Accounts for the following areas:

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| Office of the Vice-President (Research & Graduate Studies) | 40% |
| Office of the Dean/Unit Head of Initiating Faculty/School/Unit | 40% |
| Principal Investigator | 20% |

Where a research project involves more than one Faculty/ School/Unit, the division of overhead shall be determined by the Vice-President (Research & Graduate Studies) on a case-by-case basis.

Overhead funds shall be used to support research at the discretion of the above areas and will be used to provide seed money to stimulate and enhance innovative research activities across the University for all faculties/departments/units. The Principal Investigator shall submit a research outline and budget to the Office of Research Services prior to accessing the funds.

10. REGULATORY REQUIREMENTS

All members of the University community who conduct research or teaching activities in which human participants, vertebrate animal subjects, and/or biohazardous materials are used, must have the approval of the appropriate institutional regulatory committee, as set out below.

- [Brandon University Animal Care Committee \(BUACC\)](#)
- [Brandon University Research Ethics Committee \(BUREC\)](#)
- [Brandon University Biosafety Committee \(BUBC\)](#)