



Name:	Research Agreements Policy
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Supersedes:	Policy on Research Contracts and Overheads
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1. PURPOSE

The purposes of this Policy are:

- to establish a uniform set of regulations and procedures for the development, approval, and administration of all Research Agreements governing research projects conducted at the University that are externally funded.
- to establish signing authority, costing, and budgeting guidelines, eligibility and recovery of indirect costs, and administrative procedures.
- to ensure that all Research Agreements entered by the University meet all legal requirements on the University, are aligned with the University's basic commitment to the free pursuit of knowledge (institutional autonomy), and that any potential academic consequences or risks are appropriately assessed.

2. JURISDICTION/SCOPE

This Policy applies to all research agreements, proposals, applications, and engagements entered by the University for research carried out by University faculty, staff, and students that involve use of the University name, University facilities (equipment, space, services, etc.), University-supported personnel, or the University accounting system related to a Research Agreement.

3. DEFINITIONS

- “Principal Investigator” means the lead researcher(s) at Saint Mary’s University who is responsible for a Research Project;
- “Research Project” means a project governed by a Research Agreement;
- “Researcher” includes the Principal Investigator as well as other faculty, students and

	staff involved in a Research Project and includes faculty, students and staff from other universities, student research assistants and contract researchers;
“Faculty Member”	means Saint Mary’s faculty as defined by the Collective Agreement between the Saint Mary’s University Faculty Union (SMUFU) and Saint Mary’s University;
“Research Team”	means the Researchers participating in a Research Project;
“Direct Costs”	means all costs which can be identified and attributed to a Research Project or set of activities with reasonable accuracy. Direct Costs include, but are not limited to, salaries and benefits, equipment rentals, travel and field support and supplies and services.
“Indirect Costs”	means support costs common to some or all research activities undertaken at the University. Indirect Costs include, but are not limited to: <ul style="list-style-type: none"> ▪ Use of laboratory capital equipment and general University buildings/equipment. ▪ Support and technical staff time. ▪ Cleaning and maintenance. ▪ Utilities (heat, power, water, telephone etc.). ▪ Accounting, administrative and computer services. ▪ Legal and consultative services. ▪ Library expenses. ▪ General and project coordination/management. ▪ Ethics, animal use and health and safety committees. ▪ Depreciation and other indirect costs.
“Granting Agency”	means any public or not-for-profit funding source which provides funding for a Research Project;
“External Sponsor”	means any external partner(s), other than a Granting Agency, which provides funding for a Research Project;
“Research Agreement”	refers to any of the following legal arrangements involving Saint Mary’s University, Researchers, and Granting Agencies or External Sponsors: <p>Research Grant is an award provided by a Granting Agency to an individual Principal Investigator or a group of Researchers working in collaboration to support research in a defined area. Research grants are made according to the regulations of the Granting Agency for a specific funding amount and a specific time period.</p> <p>Research Contract is an agreement to deliver the results of a specific Research Project to an External Sponsor or Granting Agency at a specific time and for a pre-negotiated price.</p> <p>Research Services Contract is a services agreement of a more</p>

routine nature that still require expertise or laboratory facilities to conduct the work, for example, provision of specialized or certified analytical services that are not routinely available from private sector laboratories.

Contribution Agreement is similar to a Research Contract but typically involves multiple funding sources such as a combination of government agency, private sector sponsorship and a University contribution. Contribution Agreements, particularly (but not exclusively) those with Federal or Provincial Government agencies may contain restrictions on publication of research results, claims against Intellectual Property, or other conditions that require them be treated as Research Contracts.

Non-Disclosure Agreement or Confidentiality Agreement is a legal contract that outlines confidential materials or knowledge that is shared among the University, Researcher(s) and external parties who wish to share with each other but wish to restrict from use by other parties.

Material Transfer Agreement is a contract that governs the transfer of biological materials from the owner or authorized licensee to an institution for research purposes. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, plant cultivars/genotypes, pharmaceuticals and other chemicals and materials. A Material Transfer Agreement governs issues such as ownership of the transferred materials and of modifications and derivatives made by the recipient; limits on the use of the materials by the recipient institution; confidentiality of information related to the materials; rights to inventions and research results and in some instances, handling requirements of hazardous materials.

3.1 Summary Attributes of Research Agreements

Table 1 summarizes the typical attributes of a Research Grant, Research Contract/Contribution Agreement and Research Services Contract:

Research Grant	Research Contract/ Contribution Agreement	Research Contract	Services
<ul style="list-style-type: none"> ▪ Researcher describes research in general terms, Research Project idea initiated by Principal Investigator and/or jointly planned with Granting Agency. 	<ul style="list-style-type: none"> ▪ Research Project conceived by External Sponsor or jointly with Principal Investigator. Both parties participate in planning. 	<ul style="list-style-type: none"> ▪ External Sponsor defines Research Project. 	
<ul style="list-style-type: none"> ▪ Generic description of deliverables with some flexibility in content and timing. 	<ul style="list-style-type: none"> ▪ Specific deliverables with timelines. 	<ul style="list-style-type: none"> ▪ Specific deliverables with timelines. 	
<ul style="list-style-type: none"> ▪ Payment fully committed in advance. 	<ul style="list-style-type: none"> ▪ Payment by instalments on completion of deliverables. 	<ul style="list-style-type: none"> ▪ Payment on completion of deliverables. 	
<ul style="list-style-type: none"> ▪ No payment to Researcher. 	<ul style="list-style-type: none"> ▪ May include payment to Researcher. 	<ul style="list-style-type: none"> ▪ May include payment to Researcher. 	
<ul style="list-style-type: none"> ▪ Very limited or no restrictions on publication. 	<ul style="list-style-type: none"> ▪ Results may be confidential with restrictions and delays on publications. 	<ul style="list-style-type: none"> ▪ Results are confidential with restrictions and delays on publication. 	
<ul style="list-style-type: none"> ▪ Projects may be suitable for senior undergraduate or graduate students. 	<ul style="list-style-type: none"> ▪ Publication restrictions may make projects unsuitable for student research. 	<ul style="list-style-type: none"> ▪ Publication restrictions may make projects unsuitable for student research. 	
<ul style="list-style-type: none"> ▪ Granting Agency usually does not claim an interest in the resulting intellectual property owned by Faculty Member and/or University. 	<ul style="list-style-type: none"> ▪ External Sponsor may claim an ownership interest in resulting intellectual property; intellectual property rights are negotiated. 	<ul style="list-style-type: none"> ▪ Little or no expectation that intellectual property will be created as a result of the Research Project. 	
<ul style="list-style-type: none"> ▪ Faculty Member and/or University can sell commercial rights to third party. 	<ul style="list-style-type: none"> ▪ Faculty Member and/or University may have commercial rights, or have only research, teaching, and non-commercial use rights. 	<ul style="list-style-type: none"> ▪ Results have no commercial resale value to University. 	
<ul style="list-style-type: none"> ▪ No guarantee of specific result. 	<ul style="list-style-type: none"> ▪ No guarantee of a specific result. 	<ul style="list-style-type: none"> ▪ Generally routine work. 	
<ul style="list-style-type: none"> ▪ No confidentiality covenants. 	<ul style="list-style-type: none"> ▪ Non-Disclosure Agreement in place. 	<ul style="list-style-type: none"> ▪ Non-Disclosure Agreement in place. 	
<ul style="list-style-type: none"> ▪ Indemnity provisions not applicable or required. 	<ul style="list-style-type: none"> ▪ Indemnity provisions. 	<ul style="list-style-type: none"> ▪ Indemnity provisions. 	

Table 1

4. POLICY

4.1. ROLES AND RESPONSIBILITIES

Signing Authorities

The President, Vice-President, Academic and Research, and the Associate Vice President, Research, have authority to sign Research Agreements. Research Agreements without the signature of one or more of these officers as required by section 4.3 below are invalid and not legally binding on the University.

The President or the Vice-President, Academic and Research has the authority to reject any proposed Research Agreement. The decision to reject any proposed Research Agreement is final.

The Vice-President Academic and Research has general responsibility for enforcement and initiating reviews of this Policy. This Policy must be reviewed according to the Required Review date specified at the top of this Policy.

Faculty of Graduate Studies and Research

The Faculty of Graduate Studies and Research is responsible for reviewing and making recommendations to the Vice-President (Academic and Research) on all Research Agreements. Proposed Research Agreements must be submitted to the Office of Innovation and Community Engagement (OICE) for review. The OICE, with the assistance of the Principal Investigator, is responsible for the negotiation of the Research Agreement with the Granting Agency or External Sponsor. The OICE will submit draft Research Agreements to the Senior Director, Legal Services for review, as required by the Legal Resources Policy (Policy 12-002)

Where appropriate, other university officials may be consulted regarding a proposed Research Agreement, including, the Principal Investigator's Department Chair, Dean(s), and Vice-Presidents.

Principal Investigator

Research Agreements are between external parties and the University. External partners may not enter into any Research Agreement directly with individual Researchers. Principal Investigators must submit a draft Research Agreement, Proposal or Application to the OICE and assist the OICE as required to finalize the Research Agreement. No Principal Investigator is authorized to sign a Research Agreement on behalf of the University.

The Principal Investigator is responsible for estimation of the Direct Costs associated with a Research Project.

The Principal Investigator is responsible for conducting the research according to the terms and conditions of the Agreement, including the budget and timelines of the Research Project.

The Principal Investigator is responsible for ensuring that all the performance requirements of the Research Agreement are complied with.

The Principal Investigator is responsible for compliance with all applicable University, Granting Agency and External Sponsor policies when carrying out a Research Project.

The Principal Investigator is personally responsible for cost over-expenditures which are the result of their own negligence or wilful misconduct (see section 5.4).

Researchers

Researchers are required to follow the terms of the Collective Agreement between SMUFU and Saint Mary's University as these relate to research and must follow applicable University policies.

Financial Services Department Staff

Financial Services department staff will make research funds available to the Principal Investigator only once the Research Agreement has been signed by all authorized parties and the Principal Investigator has obtained all applicable Research Ethics Board and certification approvals. The Financial Services Department has the right and responsibility to withhold approval of expenses requested by grantees that contravene granting Agency, external Sponsors or University policies. Financial Services staff will assist the Principal Investigator by preparing and submitting invoices and financial statements as requested in the terms of the Research Agreement.

4.2. APPROVAL CONSIDERATIONS

The University will approve Research Agreements that provide for research that is in keeping with existing University mandates for which the required expertise, facilities, and services are available, and when mutually acceptable terms and conditions can be negotiated. The University reserves the right to not enter into Research Agreements which pose a foreseeable risk to the University or are not in keeping with the mandate of the University. Approval of a Research Agreement 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 Principal Investigator, Research Team, and the public;
- b. The normal teaching duties or other responsibilities of the Principal Investigator will not be adversely affected, or acceptable adjustments to these duties have been made and budgeted for in the Research Agreement and as appropriate in the related departmental budget;
- c. The existing University space and facilities will not be unduly burdened, or that needed additions have been budgeted for in the Research Agreement, and
- d. All direct costs and overhead charges have been considered and included as appropriate in the proposed budget.

Research Agreements may not:

- e. Restrict the academic freedom of faculty members, including the right to carry out the research as they deem appropriate.
- f. Inhibit the public disclosure of information about risks to research participants or to the public, or of threats to the public interest that become known in the course of the research.
- g. Involve students without appropriate compensation and acknowledgement of their work and contributions.

4.3. LEVEL OF AUTHORITY REQUIRED

The level of authority required to enter into Research Agreements and to bind the University to the terms thereof shall depend on the dollar amount to be received by the University.

Persons designated under this signing authority are expected not to exercise their authority in circumstances where the requirements of this Policy have not been met or where conflicts of interest exist or could be seen to exist. (Refer to Policy 8-1004 - Conflict of Interest in Research Policy.)

- a. Single Research Agreement of more than \$1,000,000: any two of the President, Vice President Academic & Research, and Associate Vice-President Research.
- b. Single Research Agreement from \$1 up to and including \$1,000,000: one of the President, Vice President Academic & Research, and Associate Vice-President Research.

5. RESEARCH AGREEMENT CONTENT

5.1 Creation Process

In preparation of a Research Agreement, the substance of the proposed Research Project is usually the result of information gathering and/or informal discussions between the Principal Investigator and the representatives of the Granting Agency or External Sponsor. Broad agreement is obtained initially on:

- The work to be accomplished.
- The location of the work.
- The time frame of the project.
- The project budget.

The OICE acts as a facilitator for Principal Investigators at all levels of the contracting process and also shares the responsibility for the negotiation of Research Agreements. The OICE relies on the advice of the Senior Director Legal Services. Although the content of the proposed Research Project is developed by the Principal Investigator working with input from the Granting Agency or External Sponsor, the OICE can provide guidelines and advice regarding the format for technical proposals expected by External Sponsors and Granting Agencies which may enhance the chances of a technical proposal being accepted. Principal Investigators are advised to contact the OICE in the early stages when considering engaging in Research Projects which will require a Research Agreement.

Prior to the submission of any proposed Research Project to a Granting Agency or External Sponsor, the Principal Investigator must obtain all necessary written approvals for the use of University facilities from the University administrator(s) responsible for the facilities, and must adhere to any University, faculty or departmental policies and procedures with regard to use of the facilities. Principal Investigators seeking release time from their standard teaching duties must follow Articles 15.1.30-32 (Reduction in Teaching Load for Scholarly Purposes) of the Collective Agreement between the Saint Mary's University Faculty Union and Saint Mary's University.

Any Faculty Member who intends to provide technical services to an External Sponsor with more than an incidental use of the University's equipment, facilities, or other resources, shall do so only under a Research Agreement between the University and the External Sponsor. The fees charged to the External Sponsor for the technical services shall be at hourly rates consistent with rates charged for similar services in the applicable industry sector and shall include Indirect Costs in accordance with this Policy. The fee schedule and any amount payable to the Faculty Member shall be subject to the approval of the Vice-President Academic and Research.

If a Faculty Member's time is included as a Direct Cost of the Research Agreement, their time and the fee schedule shall be subject to the approval of the Vice-President Academic and Research upon recommendation of the Dean of the Faculty originating the research proposal.

If any Faculty Member wishes to provide any other consulting services through a personal contract (rather than through the University), those activities are not part of the Faculty Member's employment with the University, and may be regulated by the applicable collective agreement. The University has no liability regarding these activities and the Faculty Member is not covered by the University's liability insurance when carrying out a personal contract for consulting services. The University's liability insurance only covers the Faculty Member when that individual is engaged in activities related to his or her employment with the University.

Furthermore, Faculty Members are not authorized to use University resources in carrying out personal contracts for consulting services except in cases where the Faculty Member's outside employment involves only the minor or incidental use of University space, equipment, facilities, supplies, or services. University resources include, but are not limited to, equipment purchased with funds from research grants. If a Faculty Member wishes to use University resources in more than a minor or incidental manner, the individual may apply in writing, in advance, for permission to the Vice-President Academic and Research or delegate and such permission may be conditional upon payment of a fee in accordance with 4.3.2 of this policy by the Faculty Member to the University for the use of the University's resources. If the University grants permission to the Faculty Member to use University resources in completing a personal contract for consulting services, this does not constitute an approval of the activities or an acceptance by the University of any liability related to the activities.

5.2 Costing Types

Research Agreements may typically be established either as "Firm Price" or "Cost Reimbursable".

Firm Price: means the Granting Agency or External Sponsor places a maximum dollar amount on the Research Project. A budget for the Research Project is not always required by the Granting Agency or the External Sponsor but is required for internal approval purposes.

Cost Reimbursable: means the University and the Granting Agency or External Sponsor agree on a detailed budget for the Research Project and the University invoices the Granting Agency or External Sponsor only for the actual costs which have been incurred and paid for within the agreement period. At the termination date for the Research Project, any unused funds for the Research Project lapse and the account is closed.

5.3 Budget Content

Budgets for all Research Projects must identify the full cost of delivering the research or service. The following guidelines should be considered in developing the budget and negotiating the cost of delivery of a Research Project. The schedule of costs must include total Direct Costs, Indirect Costs and any other contribution to the costs of the Research Project. The source and amount of other contributions to the Research Project must be identified where applicable.

5.3.1 Direct Costs

Calculation of Salaries and Benefits Costs

To determine the appropriate rate and any overtime rate to be used for each staff person on a Research Project, obtain the salary and benefits rate to be used from the Human Resources department.

Supplies and Services Costs

All purchases of supplies and services required for a Research Project are to be processed through standard University policies and procedures. Supplies and services costs include all materials to be purchased, including replacement of existing supplies used to complete the Research Project. Supplies and Services Costs should be determined by the best estimate of anticipated expenditures for the Research Project and be based on actual prices or quotations from suppliers.

Travel Costs

Travel costs are estimated based on Saint Mary's University's Travel Policy.

5.3.2 Overhead (Indirect Costs) Rates

Overhead costs from granting agencies are normally charged according to the procedures and rules of that granting agency. It is recognized that not all agencies permit overhead charges, and some agencies (e.g., small non-profits) may not have the capacity to cover such costs. Nevertheless, all research carries with it indirect costs, and it is expected that these should be covered by the sponsoring agency.

Research applications and/or project funding proposals should include the maximum allowable indirect costs allowed by the agency/sponsoring institution. The University will charge a minimum flat rate of 20% based on the total direct costs of research delineated in a funding agreement. In cases where a separate line item for overhead costs does not show on a contract or funding application, the overhead charges can be built into other costs. Advice on how to build in overhead charges is available through the Office of Innovation and Community Engagement and the Faculty of Graduate Students and Research.

In cases where funding agencies do not allow overhead charges or allow charges at a rate less than 20%, researchers must submit, along with the funding proposal, a copy of a statement from the agency's funding agreement policy pertaining to overheads or administration charges. Overhead charges less than the 20% flat rate charge require the approval of the Associate Vice-President, Research.

"In-kind" expenses contributed by any participant in a Research Project are not subject to Indirect Costs charge. Money that is used to pay directly for student salaries may be exempt from overhead charges.

Distribution of Overheads

Funds recovered by the University from overheads charges on external funding agreements and contracts will be distributed as follows:

- 20%* to the lead faculty member of the project
- the remainder, 80%*, to general university revenue

**except in cases where agreements with Senate-approved research centres/institutes allow for a larger proportion of the overhead charge to be distributed back to the lead faculty member of the project*

5.3.3 Contingency Allowance

Depending on the type of Research Agreement and, if the duration of the Research Project spans over several years, it may be wise to include a contingency allowance in the budget to cover unforeseen expenses such as repairs, outsourcing fees, technical support, inflation etc. Contingency rates typically vary between 3%-10% depending on the level of risk.

6. ADMINISTRATIVE PROCEDURES

6.1 Processing Steps

Once the terms of a Research Agreement have been agreed upon the following procedures occur:

- 1- A final version of the agreement is vetted by the OICE and Senior Director Legal Services to ensure compliance on issues such as:
 - The Parties involved.
 - Scope of work (including all deliverables).
 - Budget details outlining costs and payment terms.
 - Liability and indemnity.
 - Publication and confidentiality.
 - Intellectual Property rights and ownership
 - Equipment ownership.
 - Term and termination conditions.
 - Definitions and "boilerplate" i.e., common clauses found in most agreements.

If you do not have an agreement template, one can be provided to you by the Senior Director Legal Services.

- 2- The OICE ensures that all necessary approvals have been obtained from University officials.
- 3- The OICE arranges for all required signatures of the final agreement as required by this Policy.
- 4- The OICE arranges for copies of the signed agreement to be forwarded to the Principal Investigator, the Financial Services department and retains the original to be filed.
- 5- The Financial Services department creates an account number and budget structure for the project and provides financial reports on a regular basis.

6.2 Invoicing

The Principal Investigator is responsible for initiating the preparation of all invoices and for verifying that the invoiced amounts are correct. All invoices are to be prepared and sent out by the Financial Services Department and be payable to the University.

6.3 Faculty Remuneration

Any amount paid to a Faculty Member under a Research Agreement shall be reported by the University on the appropriate forms to Canada Revenue Agency.

6.4 Over-expenditures

When difficulties arise to the extent that the Principal Investigator cannot fulfill the terms of the Research Agreement, the Principal Investigator must immediately contact the OICE to seek advice and provide all of the information concerning the particular circumstances and as far as is possible, document all actions taken. If the Principal Investigator failed to fulfill all of the terms of the agreement resulting in nonpayment from the third party, the PI would be held personally responsible for any over-expenditures or outstanding third party obligations.

Grantees are responsible for over-expenditures on Research Agreements that are the result of their own negligence or wilful misconduct. When circumstances permit, the University will charge over-expenditures against unpaid Principal Investigator salary if included as part of the Research Agreement budget. Where the Principal Investigator salary is neither included in the Research Agreement nor unpaid to the Principal Investigator, the University will charge over-expenditures against other eligible research funds of the Principal Investigator. In cases where over-expenditures occur and the grantee does not have Principal Investigator salary or other eligible research funds, the grantee is required to provide a cheque to Financial Services payable to Saint Mary's University to cover the over-expenditures.

While grantees are permitted to incur over-expenditures against approved future Research Grant instalments, Principal Investigators funded by Research Contracts must remain within the contract agreements fiscal budget and total expenditures may not exceed the value of the contract agreement.

While Grantees are permitted to borrow against expected grant instalments, Principal Investigators funded by contracts are not permitted to overspend within a fiscal year. They must remain within the agreed upon budget and total expenditure may not exceed the value of the agreement.

6.5 Bad Debts

In the case that the external partner is unable or refuses to pay any part of the agreement amount for services that have been delivered under the agreement, the University will attempt to recover and collect these debts by legal action as necessary.

7. PUBLICATION

Knowledge creation and dissemination is one of the missions of the University. However, Faculty Members are obligated to disclose any patentable discoveries or creations to the University prior to public disclosure. An External Sponsor or Granting Agency may also require a delay of publication to protect intellectual property rights. The delay generally will not exceed 180 days unless there are compelling reasons shown which would support a longer delay. In any event, such a delay will not exceed one year under any circumstances. Likewise, the University will not permit an undue delay in the publication of a graduate student's research which would prevent the student from graduating.

8. RESEARCH RESULTS AND INTELLECTUAL PROPERTY

Terms within Research Agreements associated with the use of research results and aspects associated with intellectual property must be consistent with University policies and the Collective Agreement between the University and SMUFU and Canadian and International laws regarding patents and copyrights.

Some Research Agreements may result in technology/knowledge transfer opportunities. If such instances arise, Researchers in the project, by mutual agreement, may assign or grant

the University rights to the intellectual property they created during the research project to facilitate access to their discoveries by prospective External Sponsors.

9. PUBLICITY

9.1 Required Disclosures

Some Granting Agencies or External Sponsors may wish to contract research to the University and request that their name not be associated with the Research Project or publicly disclosed as a source of the funding. The policy of Saint Mary's University is not to accept any funds with such restrictions and every Research Agreement should include a clause to that effect.

9.2 Approval to publicize by external partner

All Research Agreements between Saint Mary's University and a Granting Agency or External Sponsor will include a clause stating that the external partner will not use the name of Saint Mary's University in its advertising and will not publicize the agreement to conduct research on its behalf without the prior written approval of Saint Mary's University through the Office of the Vice-President Advancement.