

## Research Proposals and Research Contracts Administrative Policy

### Purpose

The purpose of this policy is to provide a framework for the coordination of research funding applications and proposals submitted by faculty, staff and research centres/institutes to various ministries, outside agencies, foundations, community organizations and private companies. This includes the coordination of responses to competitive bidding processes for various research activities. The policy also aims to provide a framework for the negotiation and approval of research contracts with outside agencies and organizations, including other academic institutions and government ministries.

**Policy Holder:** UFV President

**Date:** June 21, 2007

### Definitions

In this policy, the following definitions will apply:

*Contract:* The term “contract” refers to all professional service contracts for research and development or technology transfer activities that are externally funded, as well as research contracts, and contribution and grant agreements relating to research and development (R&D) which involve UFV, its research centres and institutes, and faculty members and staff.

*Proposal:* The term “proposal” refers to all grant applications to granting councils and foundations, applications for funding to an outside agency, organization, private group or a government department, and expressions of interest and other responses to requests for proposals and contract tendering processes.

### Policy

- 1.1 All outgoing proposals for external research and development funding and contracts must be reviewed and authorized by UFV Research Services and Industry Liaison Office (RSIL) before they are submitted to an outside agency, foundation and organization.
- 1.2 UFV will accept research and development contracts which are consistent with UFV’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 with the outside party(ies).
- 1.3 UFV is a party to the contract and will decide the acceptability of each contract on its individual merit.
- 1.4 The contract must conform to the standards set by this policy and all relevant UFV policies, procedures, and regulations.
- 1.5 The contract must offer an overall benefit to UFV, providing UFV with resources, research equipment, or facilities not otherwise available from UFV funds, academic benefits to faculty or educational opportunities for students extra to normal programs, or a share of revenues from the commercial use of the results.
- 1.6 The contract must be self-sufficient and not require UFV to provide personnel, facilities, materials, supplies, services, or other support for which UFV is not compensated, monetarily or in terms of other benefits.

- 1.7 The Research Services and Industry Liaison Office will carry out or supervise the negotiation of contracts or contribution agreements to ensure that the most favourable terms possible are obtained and the contract complies with UFV policies and guidelines.
- 1.8 The Principal Investigator will be consulted throughout the negotiations. The Principal Investigator's consent will be required as a pre-requisite to accepting the contract.

### **A - Guidelines for the Submission of Proposals**

Support from the Research Services and Industry Liaison Office is available for developing proposals. All research and project funding applications and proposals involving UFV resources and/or personnel must be reviewed and approved by the RSIL Office. The RSIL Office will consult with the Budget Office and, as required, with the relevant deans and with departments who may help assess the proposal. All proposals in full final draft must be submitted to RSIL Office for review and comments at least five (5) business days before the deadline for submitting the proposal. Once a proposal has been finalized and approved, it will be sent to the outside agency or organization by the RSIL Office and a copy of the proposal will be forwarded to the Finance Office. In order to do so, the revised final proposal with all necessary attachments must be received by the RSIL Office at least one day before the deadline for submissions.

Approval of the proposal does not necessarily entail that all UFV requirements have been met, such as approval by the UFV's Research Ethics Board, Animal Care Committee, Biosafety Committee. In some instances, UFV may require the withdrawal of a proposal if any of the special requirements are not fulfilled within a reasonable period of time. If a proposal is successful, the funds may not be accepted or released to the researcher until all special requirements have been satisfied.

### **B - Guidelines for Negotiation of Research Contracts**

The following guidelines govern the negotiation of research and development contracts on behalf of UFV. They establish UFV's expectations regarding contents of contractual agreements, indicate the factors and variables that must be taken into account, and set the standards which acceptable contracts must meet.

- 1.1 Research Specifications - The research specifications are to be reasonable and practicable with respect to time, facilities, and other required resources. The scope of the research may be affected or limited by the amount the sponsor is able or prepared to pay.
- 1.2 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.
- 1.3 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.
- 1.4 Contract Price - The contract price must be sufficient to cover the project's direct and indirect costs. In some instances, UFV may be prepared to negotiate cost-sharing or other favourable pricing arrangements based on compensating/off-setting benefits. When applicable, overhead costs will be negotiated at a minimum rate of 15 percent of the total cost of the contract.
- 1.5 Ownership of Results - The ownership of the research results and intellectual property generated by the research and development activities must be clearly specified in the contract. These provisions must comply with the UFV's Intellectual Property Policy (Policy number 210.11) and can be negotiated on the basis of the value of the compensation received. 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 UFV may retain an interest in the commercialization of the results. UFV's researchers must retain the right to eventually publish research results.

- 1.6 Deliverables and Reporting Requirements - The contract must clearly specify the nature of the products to be delivered by UFV as well as all the reporting requirements, including frequency of, or the dates on which, progress or final reports are required.<sup>1</sup>
- 1.7 Financial Reports - The contract is to specify the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The Finance Office with input from the Research and Industry Liaison Office is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
- 1.8 Personnel – When a contract includes clauses regarding the hiring of additional personnel, these dispositions must comply with UFV’s employment policies and its collective agreement. When an assurance must be given that a faculty member will be granted a leave or a partial release from his/her teaching load, such assurance is a precondition of submission, the researcher must obtain confirmation from the Dean of his/her Faculty that this will be granted.
- 1.9 Equipment - Title to capital equipment, if any, is to be specified. UFV prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
- 1.10 Impact of Facilities – The impact of the contracted project on the use of facilities and any need that may arise to modify, expand or improve existing facilities.
- 1.11 Payment - UFV should not be required to carry the research costs for an extended period of time. The contract must specify the manner in which UFV will be paid. UFV may require a working capital advance sufficient to cover start-up costs. The usual practice of outside agencies and clients to withhold final payment (of a reasonable percentage of the total contract price) until receipt of a satisfactory final report and/or a financial statement is acceptable.
- 1.12 Renewal/Termination - The contract must provide suitable mechanisms for renewal, extension, arbitration of dispute, or termination. For termination before completion, written notice by the terminating party must be required. Upon termination, UFV must be paid for costs incurred or committed up to the date of termination.
- 1.13 Principal Investigator's Commitment - The principal investigator's signed approval of the contract constitutes his/her acceptance of responsibility for the technical and scientific conduct of the research, as well as an acceptance of the contract's terms and conditions, including its intellectual property ownership and publication provisions.
- 1.16 Execution/University Signature - The signature of an authorized officer is required in order to finalize the contract on behalf of UFV. (See: Administrative policy of authority to sign contracts on behalf of UFV).

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<sup>1</sup> Note that the principal investigator remains responsible for the preparation, contents, style, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the contract. All reports must be sent to the Research Services and Industry Liaison Office (RSIL Office) for review before they are submitted. One or more copies should be retained by the Principal Investigator and one copy, the official University copy, is to be deposited with the RSIL Office.