

<b>University of Prince Edward Island</b>	<b>Policy No.</b> admordgnl0015	<b>Revision No.</b> 0
<b>Policy Title:</b> Sponsored Research and Research Contracts Policy		<b>Page 1 of 11</b>
<b>Creation Date:</b> May 21, 2024	<b>Version Date:</b> May 21, 2024	<b>Review Date:</b> May 21, 2029
<b>Policy Approval Authority:</b> Board of Governors	<b>Designated Executive Officer(s):</b> Vice-President, Administration & Finance Vice-President, Academic & Research	<b>WWW Access:</b> Yes

## 1. Purpose

- 1.1. The purpose of this Policy is to ensure oversight and proper administration of sponsored research, including:
  - 1.1.1. Setting out the terms under which the University will enter into contractual agreements with external parties for the sponsoring and conduct of research
  - 1.1.2. Providing a framework for the proper administration and execution of Research Contracts and
  - 1.1.3. Defining the treatment of indirect costs arising from Sponsored Research.

## 2. Scope

- 2.1. This Policy applies to:
  - 2.1.1. All Sponsored Research at the University and
  - 2.1.2. All Research Contracts the University enters into, for research projects conducted by University members and involving the use of the University's name, facilities, resources or services.
- 2.2. Any service agreement not associated with research is out of the scope of this Policy.

## 3. Definitions

- 3.1. **Confidentiality Agreement or Non-Disclosure Agreement (NDA)** means an agreement signed between the University and an external party prior to engaging into discussions related to research work with the external party.
- 3.2. **Direct Costs** means the cost of goods and services that are incurred explicitly for and can be specifically attributed to a research project or service. Some examples include staff and student salaries and benefits, laboratory supplies, travel and field support expenses, equipment, equipment maintenance, animal housing and dissemination costs. Faculty time will be attributed as a direct cost if the Sponsor guidelines so permit.

- 3.3. **In-kind Contributions** means the time or some portion of the time contributed by the Faculty Member to the research project, provided that the research is directly relevant to the Faculty Member's area of research interest, and the rights to intellectual property arising from the research remain with the University and the researchers.
- 3.4. **Indirect Costs or overheads** has the same meaning as contained in *the Tri-Agency Guide on Financial Administration*, are costs not charged directly to the research project, and may include utilities, insurance, building costs, maintenance, financial administration, human resources administration, library, computing and other shared services.
- 3.5. **Official Signing Officer** has the same meaning as contained in the *UPEI Signing Authority Policy*.
- 3.6. **Principal Investigator (PI)** means the Researcher leading the research project at the University. For Sponsored Research, the PI is also the Researcher applying for the funds. For funds awarded to another institution, the UPEI co-applicant on the award is also considered the PI.
- 3.7. **Research Contract** means a legally binding agreement that governs any research activity the University undertakes with a Sponsor in pursuing its research objectives and overall Strategic Research Plan. Compliance with this Policy requires that a Research Contract be in writing and signed by one or more Official Signing Officers, as per the *Signing Authority Policy*.
- 3.8. **Researcher** means a University employee (staff, faculty member, or librarian) or student or Adjunct faculty engaged in the execution of a research project.
- 3.9. **Research Service Agreement** means an agreement the University enters into with a Sponsor to carry out routine work, on a fee-for-service basis, normally associated with an existing research project, and inconsequential to the activity of the existing project. The difference between a Research Service Agreement and a Research Contract is that little or no intellectual input or added value is provided by UPEI and no publishable results are expected. Such services typically consist of analytical, testing, or other work involving specialized equipment or facilities. .
- 3.10. **University (or UPEI)** means the University of Prince Edward Island.
- 3.11. **Senior Executive Team (SET)** means the team composed of the President, Vice-President Academic & Research (VPAR), Vice-President Administration and Finance (VPAF), Vice-President, People and Culture, and Chief Information Officer (CIO).
- 3.12. **Spending Authority** has the same meaning as contained in the *Spending Authority Policy*.
- 3.13. **Signing Authority** has the same meaning as contained in the *Signing Authority Policy*.

- 3.14. **Sponsor** means the external party funding the research.
- 3.15. **Sponsored Research** means externally funded research at UPEI. This includes activities associated with applications for research funding and research contracts.
- 3.16. **University Member** means University faculty, librarians, staff and students.

#### **4. Responsibilities**

- 4.1. Responsibility for implementing and updating this Policy rests jointly with the VPAR and the VPAF.
- 4.2. Responsibility for enforcing this Policy within each Faculty rests with the Dean of that Faculty.
- 4.3. The VPAR and the VPAF are responsible for developing procedures to implement this Policy.
- 4.4. The VPAR is responsible for approving indirect cost rates in accordance with Section 5.6.2.3 of this Policy.
- 4.5. The VPAF is responsible for financial oversight of sponsored research.
- 4.6. The Associate Vice-President, Research is responsible for approving indirect cost rates in accordance with Section 5.6.2.4 of this Policy.
- 4.7. The Dean of the Faculty (or designate) is responsible for approving the allocation of facilities, space or resources within the Faculty for execution of the research according to the terms of the contract and within the allocated budget, in-kind contributions and indirect cost rate.
- 4.8. In departmentalized faculties, the Department Chair is responsible for confirming the availability, in their department, of facilities, space and resources required to execute the research project and for acknowledging the proposed time commitment of the Principal Investigator and other employees to the project.
- 4.9. For non-departmentalized Faculties or Schools, the Dean is responsible for confirming the availability of facilities, space and resources required to execute the research project and for acknowledging the proposed time commitment of the Principal Investigator and other employees to the project.
- 4.10. The Office of Research Services and the Office of Commercialization, Industry and Innovation are responsible for facilitating the Sponsored Research and Research Contract processes from initial contact with the Sponsor to the full execution of the Research Contract.
- 4.11. The PI is responsible for ensuring that:

- 4.11.1. The research is consistent with the mission of the University and its Strategic Research Plan
  - 4.11.2. The Office of Research Services is notified once initial contact is made with a potential Sponsor
  - 4.11.3. The Department Chair and/or Dean (or designate) is consulted prior to budgetary discussions with Sponsors
  - 4.11.4. The research can be completed successfully with existing facilities and resources and those obtained as part of the Research Contract or Sponsored Research
  - 4.11.5. The research will not conflict with any other responsibilities of the Researchers and other University Members, involved in the project, towards the University and
  - 4.11.6. The research will be conducted in accordance with the terms and conditions of the Research Contract or Sponsored Research.
- 4.12. General responsibility for complying with this Policy rests with all University Members involved in Sponsored Research and in the negotiation, preparation, review, approval, administration, and execution of a Research Contract.

## **5. Policy**

### **5.1. Types of Research Contracts**

- 5.1.1. For the purposes of this Policy, Research Contracts include collaborative research agreements, research service agreements, and any associated confidentiality agreements.
- 5.1.2. Sub-contracting agreements may be issued in the execution of a Research Contract. Such agreements must align with the terms of the main Research Contract and be issued according to directives issued by the Vice-President, Administration and Finance.

### **5.2. Contract terms and conditions**

This Section sets out the conditions under which the University may enter into a legal agreement with a Sponsor for Sponsored Research. Contract terms may vary, based on type of research activity, deliverables and conditions attached to the funding.

- 5.2.1. Research Contracts

A Research Contract shall, at a minimum, include the following:

- 5.2.1.1. Clauses or Statements clearly identifying the purpose, deliverables or outcomes arising from the execution of the contract.
- 5.2.1.2. Clauses on conflicts of interest, confidentiality of information, intellectual property, material changes, indemnity, insurance, dispute resolution, conditions for termination of contract, governing law and applicable jurisdiction for enforcement of contractual obligations.
- 5.2.1.3. A clause outlining that the Contract and the information provided in respect of the Contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). Parties subject to the Contract will be consulted prior to release of information disclosed under the FOIPP Act."
- 5.2.1.4. A Schedule for completion of work, including progress reports and a final report, where applicable.
- 5.2.1.5. Start and end dates of contract.
- 5.2.1.6. Funding amount and collection instructions, including a Schedule of Payment, where applicable.
- 5.2.1.7. Rights to Intellectual Property (IP) resulting from the project.
- 5.2.1.8. Instructions on publication and disclosure of research results.
- 5.2.1.9. **Research outcomes** must be specifically defined in the Research Contract, generally in a Statement of Work.
- 5.2.1.10. **Rights to research outcomes:** Any rights from the execution and/or outcomes of the Research Project, must be clearly defined in the Contract.
- 5.2.1.11. **Rights to publish research outcomes:** The Sponsor may request a temporary restriction to the publication of the results of the research.

Details of such requests must be clearly outlined in the Contract.

5.2.1.12. **Proprietary data confidentiality:** The Sponsor may provide PIs with proprietary data that must be kept confidential for a given period of time. Details of this condition must be clearly stated in the contract, including any exceptions to this restriction.

5.2.2. Research Service Agreements

A Research Service Agreement shall, in addition to Sections 5.2.1.1 to 5.2.1.6, include the following terms:

5.2.2.1. **Rights to Intellectual Property:** The Sponsor retains the rights to intellectual property (e.g. compound to be tested).

5.2.2.2. **Rights to testing tools and processes** developed and used to deliver the service shall remain with the Researcher and the University.

5.3. **Signing of confidentiality agreements**

5.3.1. The University may be required to enter into a confidentiality or non-disclosure agreements with the Sponsor (s) prior to engaging into preliminary discussions on research work with them.

These confidentiality agreements set out the terms governing the sharing and transfer of confidential information between the parties and should cover the following:

5.3.1.1. Rights to testing tools and processes developed and used to deliver the service shall remain with the Researcher and the University.

5.3.1.2. Exemption provisions from confidentiality, including regarding information that is already known to the recipient, information that arises from the University's research and information that is required to be disclosed by law.

5.3.1.3. Distinction between information provided by the Sponsor and information that arises from the University's research should be clearly made.

5.4. **Publication Rights and Intellectual Property**

5.4.1. Publication Rights and Rights to Intellectual Property shall be governed by the University's *Faculty Association Collective Agreements*, Senate's *Academic Regulations*, Senate's *Patent Policy* and applicable legislation.

5.4.2. Publication of the results of the research may be temporarily restricted within clearly defined limits, usually not to exceed sixty (60) days, in order for the Sponsor to check the material to be published for confidential information and patentable subject matter.

No delay is permitted for the publication or defence of any undergraduate student, graduate student, or postdoctoral fellows' theses or other articles.

5.5. **Protection of confidential information**

5.5.1. University Members shall take all appropriate measures to follow the Research Contract confidentiality clauses to ensure the protection of confidential information identified in Confidentiality Agreements. Personal information collected, used, and disclosed for Sponsored Research, Research Contracts or a Research Service Agreement, shall be handled in accordance with the Freedom of Information and Protection of *Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") and other applicable legislation, the *Access to Information and Protection of Personal Information and Privacy Policy*, and the *UPEI Electronic Information and Systems Policy* to prevent any unauthorized, inadvertent, or untimely disclosure.

5.6. **Research Project Budgets**

5.6.1. **Surpluses and deficits**

5.6.1.1. PIs are responsible to manage their research project budgets and ensure that expenses do not exceed funds obtained for the project.

5.6.1.2. Any surpluses remaining after completion of the project shall be treated according to the project Sponsor rules.

5.6.1.3. In case of unforeseen contingencies leading to a budget deficit, Research Procedures will prevail to address the shortfall.

**5.6.2. Indirect Costs**

- 5.6.2.1. Indirect Costs will be charged at 25% or more of the total direct costs of the Sponsored Research.
- 5.6.2.2. For the Atlantic Veterinary College (AVC), indirect cost rates are set according to AVC internal policy and procedures.
- 5.6.2.3. The VPAR, based on project circumstances, has the discretion to negotiate an indirect cost rate different to Section 5.6.2.1 provisions. The VPAR must approve this alternative Indirect Cost rate prior to any budget discussions with the project Sponsor or the submission of a proposal, whichever occurs first.
- 5.6.2.4. For contracts and grants below \$100,000.00, the Associate Vice-President Research (AVPR) may negotiate and approve an indirect cost rate different to Section 5.6.2.1 provisions. The AVPR must approve this alternative Indirect Cost rate prior to any budget discussions with the project Sponsor or submission of a proposal, whichever occurs first.
- 5.6.2.5. In cases where the Sponsor has a formal written policy where their maximum allowable indirect costs are less than 25% of total direct costs, the PI must provide confirmation of this policy to the VPAR or AVPR for application.
- 5.6.3. The PI must indicate the indirect costs allocated to its project in its Sponsored Research budget.
- 5.6.4. Should the approved indirect cost rate be lower than the rate provided in Section 5.6.2.1. of this Policy, the shortfall shall be charged to the Faculty.

**5.7. In-Kind Contributions**

- 5.7.1. Faculty Members of the University may contribute their time or a portion of their time to Sponsored Research in accordance with the *UPEI Faculty Association Collective Agreements* and if the Sponsor so permit.
- 5.7.2. The total cost of in-kind contributions, i.e. both direct and indirect costs, must be reflected in the budget.



5.7.3. **Jurisdiction**

5.7.4. Research Contracts will, whenever possible, be made subject to the laws of Prince Edward Island and applicable laws of Canada.

5.7.5. A Research Contract may be made subject to the laws of other Canadian provinces in circumstances where the External Party is incorporated or has principal residence in another Canadian province.

5.7.6. For Research Contracts involving cross-border legislation the following will apply:

5.7.6.1. For contracts where US legislation applies and US jurisdiction is the chosen jurisdiction, the decision to authorize the contract will lie jointly with the VPAR and VPAF.

5.7.6.2. For all other contracts requiring a foreign jurisdiction and compliance with foreign legislation, the decision to authorize the contract will lie with SET.

5.8. **Conflict of Interest**

All University members involved in activities associated to Sponsored Research and Research Contracts and Sponsored Research must comply with the University's *Conflict of Interest Policy*, including the disclosure and management of conflicts of interest.

5.9. **Integrity in Scholarly Research**

All University members involved in activities associated to Sponsored Research and Research Contracts must comply with the University's *Responsible Conduct of Research, Scholarly and Creative Work Policy*.

5.10. **Received Funds**

Funds received will be used in accordance with the terms of the Research Contract. The Researcher will also follow all applicable University's policies and procedures including, *Procurement, Signing Authority, Spending Authority, Travel Expenses and Hospitality, Entertainment and Other Expenses* policies.

5.11. **Signing of Research Contracts**

Research Contracts will follow the signing protocols of the University's *Signing Authority Policy*.

**5.12. Permissible Contracts**

5.12.1. The SET has the authority to reject any contract that may harm the reputation and integrity of the University, either because of the nature of the work or the reputation of the Sponsor.

5.12.2. No contracts requiring secrecy of the research will be accepted.

**6. Review**

6.1. This Policy is to be reviewed every five years or earlier as circumstances dictate.

6.2. Responsibility for initiating a review of this Policy rests jointly with the VPAR and the VPAF.

**7. References**

7.1. Collective Agreement between the University of Prince Edward Island Board of Governors and the University of Prince Edward Island Faculty Association Bargaining Unit # 1

7.2. Collective Agreement between the University of Prince Edward Island Board of Governors and the University of Prince Edward Island Faculty Association Bargaining Unit # 2

**8. Related Policies**

*Board of Governors*

8.1. Access to Information and Protection of Personal Information and Privacy Policy

8.2. Conflict of Interest Policy

8.3. Centres Policy

8.4. Procurement Policy

8.5. Research Ethics Board Policy

8.6. Space Allocation and Administration Policy

8.7. Spending Authority Policy

8.8. Signing Authority Policy

*Senate*

8.9. Patent Policy

8.10. Responsible Conduct of Research, Scholarly and Creative Work

8.11. Open Access and Dissemination of Research Output Policy

**9. Related Procedures and Guidelines**

9.1. Sponsored Research and Research Contracts Standing Operating Procedures

9.2. Guidelines for Adjunct Professors