

POLICY TEMPLATE



RESEARCH POLICY ON CONTRACT RESEARCH (FACULTY)

Category:	<i>Research</i>
Approval:	<i>Board of Governors</i>
Responsibility:	Vice President Research and Innovation
Date:	<i>Date initially approved: June 24, 2016</i> <i>Date of last revision: N/A</i>

Definitions:

Contract Research: is considered University Business and refers research undertaken according to a detailed written agreement between the University and an outside agency or individual. Contract research is bona fide research in that it contributes to the advancement of the research enterprise at the University. Unlike research grants which are curiosity driven (by a faculty member) contract research is more directed in scope and scale with precise expectations of the research.

Consistent with any applicable collective agreement and the policies of the University, research agreements are characterized by the following elements:

- The research agreement has been reviewed by, and has the assent of, any participating faculty members*
- Deliverables or output from the research project are clearly articulated by the outside agency or individual*
- A work plan including dates for receipt of deliverables is included*
- Reporting requirements are indicated (including progress reports and a final report)*
- A budget and disbursement schedule as well as instructions for invoicing and payment are stated*
- A termination clause and instructions for amendments or changes to the agreement are clearly outlined*
- Provisions for confidentiality and ethical use of information shared are defined*
- Any transfer of data will be clearly outlined in a data transfer clause or additional data transfer agreement requiring the assent of any faculty members having an intellectual property stake in the data being transferred. Ownership of intellectual property resulting from the project is addressed including publication and disclosure*

- *Insurance and indemnification requirements are identified*
- *The agreement, once signed by all parties, is a legally binding contract, subject to the laws of the province in which the contract is awarded or as is otherwise identified in the agreement*

Research agreements may not:

Restrict the academic freedom of faculty members, including the right to carry out the research as they deem appropriate.

Inhibit the public disclosure of information about risks to research participants or to the general public, or of threats to the public interest that become known in the course of the research.

Involve students without appropriate compensation and acknowledgement of their work and contributions. No restrictions can be placed on a student's right to publish their thesis.

The activities performed under the terms of an executed contract shall be considered part of the regular duties of a faculty member. No remuneration will be made to faculty members engaged in contract research as defined in this Policy. For the purpose of this Policy, contract research is considered University business.

Faculty: for the purpose of this policy refers to all members of Trent University Faculty Association, including Department Chairs/Directors, and members holding Limited Term Appointments, as well as Dean's, VP Academic and Provost, President and Vice Chancellor, and all honorary associations with the University (Adjuncts, Honorary Professors, Research Associates, Professors Emeriti) recognized by Senate.

Bona fide Research: research activities traditionally recognized to constitute a Faculty member's program of research including grants, contracts, agreements, fellowships, formal and informal research partnerships and training highly qualified personnel (HQP). Bona fide research includes a desired intention to generate new knowledge and understanding including, but not limited to, discovery research, development/validation of methodology and technology, validating/challenging/applying previous findings, pilot studies; and an intention to publish the research findings and share the derived data in the scientific/academic community, without restrictions for wider scientific/academic and eventual public benefit.

Regular Duties: those duties as outlined in the Trent University Faculty Association Collective Agreement and/or employment contract, letter of appointment, position descriptions, executive mandate.

Outside Agencies and Individuals: Entities which operate independently of the University.

Independent Activities: those activities which are separate and not connected to the University and are not affected or influenced by association with the University and vice versa.

Conflict of Interest: as defined in the Trent University Conflict of Interest Policy as approved by the Board of Governors

Indemnification: protect against harm or loss

Material interference: is the significant compromising of a faculty members' performance of regular duties and decision making. It extends also to any harm done to the reputation of the faculty member or the university.

University Business: what is known or understood as the scope of the University enterprise as defined in the Trent Act 1962-1963. This include but is not limited to activities governed by: policies and procedures, organizational structure, mandates, vision and or mission statements, traditional/preexisting activities, goals and objectives, past and existing practice.

Activities not Proscribed by this Policy:

Honorarium, royalty, or other such payments may be made to faculty members on the basis of long-standing academic traditions or arrangements, including those pertaining to such activities as: writing of works of scholarship or research (e.g. books, textbooks, papers and reviews); leadership in learned and/or professional societies; assessments of scholarly works; participation in academic conferences, invited seminars and lectures; providing expert testimony; advising or serving on government councils and adjudicatory bodies.

Research Agreement: an agreement, drawn up in accordance with this policy that articulates the details of the contract research.

Purpose/Reason for Policy:

To provide University-wide administrative guidelines for the execution and oversight of Contract Research and set out the terms and conditions under which contract research takes place with respect to the University's Conflict of Interest Policy. To promote the benefits of and acknowledge Faculty Participating in Contract Research.

Scope of this Policy:

The Research Policy on Contract Research activities applies to all faculty engaging in Bona fide Research.

Policy Statement:

The University acknowledges Contract Research can provide a benefit to society by accessing the expertise of Faculty to address challenges of a social, technical, economic, or scientific nature.

Regulations Governing the Administration of Contract Research:

University:

The University will accept contract 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 not bind itself to research contracts which pose a foreseeable risk to the institution or are not in keeping with the mandate of the University. Specifically the University is responsible for:

- Negotiating the terms and conditions in any given research agreement to the mutual satisfaction of the University, Faculty members involved in the research, and outside agency or individual is the responsibility of the Vice President Research and Innovation*
- Binding the University to all Contract Research agreements*
- Assisting the Faculty member in carrying out the statement of work in the agreement by making available services and facilities*
- Accepting and administering the funds in accordance with the terms and conditions of the agreement including the assignment of overhead as per the Overhead Policy*
- Completing and providing financial reports or other evidence/documents as required including certificates of insurance, proof of ethical certifications, etc.*
- Indemnification of the Faculty member engaged in contract research*
- Protecting the intellectual property of the Faculty member(s) engaged in contract research*
- Ensuring against any negative impact on others who choose not to be part of a research agreement*
- Disclosing the terms of any agreement involving individual faculty members to those members and their respective union(s).*

Faculty:

Faculty members participating in Contract Research are responsible for:

- Performing regular duties including those described in the research agreement*
- Bringing forward any matters related to Conflict of Interest*
- Understanding the terms and conditions of the contract research agreement and endeavoring to fulfil their commitments under the work plan (commonly known as "the statement of work")*
- Identifying and assigning all resources necessary to complete the contract research including facilities, supplies, personnel, etc.*
- Directing the work as appropriate to fulfil their commitments under the work plan*
- Compliance with all applicable ethical certifications and policies prior to/during/and following completion of the Contract Research*
- Managing funds, held in trust by the University, for the purpose of carrying*

- out the research as per the statement of work*
- *Drafting and submitting all reports as required by stipulated deadlines*
 - *The satisfactory provision of deliverables*
 - *Make a good faith effort to respond to matters raised by outside agencies and individuals during the transfer of deliverables*
 - *Complying with confidentiality/non-disclosure agreements including stipulated delays in publication*
 - *Wherever possible, use their Contract Research to seek opportunities to leverage additional funding to support his/her program of research including the training of HQP*
 - *Ensuring that Contract Research does not materially interfere with his/her other Regular Duties, accepted grants and awards, and other contractual obligations*

Dispute Resolution: In the event of a dispute over whether a specific research activity qualifies as contract research, the Vice President Research will be asked to review the matter(s) and make recommendations to the invested parties to assist in the resolution of the differences. All other matters of dispute resolution will be as per existing negotiated collective agreements, and/or policy.

<i>Contact Officer</i>	<i>Director, Office of Research Services</i>
<i>Date for Next Review</i>	<i>2017/06/24</i>
<i>Related Policies, Procedures and Guidelines</i>	<i>Conflict of Interest Policy, Trent University Faculty Association Collective Agreement, Trent University Policy on Research and Scholarly Misconduct, Policy on Research Overhead, Safe Disclosure of Theft, Fraud and Misappropriation of University Resources</i>
<i>Policies Superseded by This Policy</i>	<i>N/A</i>