

TITLE: CONTRACTS FOR RESEARCH AND INNOVATION

POLICY STATEMENT:

The College accepts research and innovation contracts which are consistent with the College'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.

Research and innovation contracts are of overall benefit to the College, providing the College with resources, research equipment, or facilities not otherwise available from College funds; academic benefits to staff or educational opportunities for students extra to normal programs; or a share of the revenues from the commercial use of the results.

PURPOSE:

The purpose of this policy is to outline the conditions under which Red Deer College (RDC) enters into Research Contracts, and to set standards for Research Contracts.

SCOPE:

This policy applies to Research Contracts entered into by the College for research carried out by College faculty, staff, or students on or off College premises, using College resources, services, facilities, or equipment. The authority to execute contracts is delegated by the College to certain executive officers of the College. Individual faculty, staff, or students, are not authorized to contract on behalf of the College without formal delegation of this authority.

PRINCIPLES:

1. Research Contracts accepted by the College must be of benefit to and consistent with the mandate, values, and purposes of the College.
2. A Research Contract creates a priority for the use of College facilities and resources relative to other activities. It is incumbent on both researchers and the College to ensure that contractual obligations are carefully considered before being accepted and carefully integrated into the ongoing activities of the department in which the research is to take place.

DEFINITIONS:

Direct Expenses: the direct resources required to complete research or innovation contracts including:

- personnel costs specifically related to the activity,
- supplies and materials,
- travel and accommodations related to carrying out the contract advertising,
- special fees and licenses,
- other costs directly related to contract delivery.

Departmental Overhead: ongoing administrative expenses that cannot be attributed to any specific contract, to cover the costs of administrative support from the Department of Applied Research and Innovation in developing, processing, and supporting research and innovation contracts.

Research Contract: any legally binding agreement to perform research on behalf of an outside sponsor who, as a condition of sponsorship, requires a certain performance by the researcher, within a specified time frame, and specifies ownership, preferential use, and/or control of the research results or the publication of the research results. Although the research may be anywhere along the basic to applied spectrum, the nature of a contract makes the relationship sponsor-driven, with "business-like" arrangements requiring a business-like approach by both parties.

GUIDELINES:

1. The contract must conform to the standards set by this policy and its accompanying Guidelines, and all relevant College policies, practices, procedures, and regulations.
2. The contract must be self-sufficient and not require the College to provide personnel, materials, supplies, services, or other support for which the College is not compensated, monetarily or in terms of other benefits received.
3. The College must be a party to the contract and decides the acceptability of each contract on its individual merit.
4. The College conducts negotiations to ensure the most favorable terms possible are obtained and the contract complies with College policies and guidelines. The following guidelines govern the negotiation of Research Contracts, establish the College's expectations regarding content, indicate the factors and variables that must be taken into account, and set the standards for acceptable contracts.
 - 4.1. Research Specifications - The research specifications are reasonable and practicable in respect to time, facilities, and other required resources. The scope of the research may be affected or limited by the price the sponsor is able or prepared to pay.
 - 4.2. Level of Detail - The research statement is sufficiently detailed to permit an informed assessment of the demands the research will place on facilities and equipment, review for ethics, and to judge the adequacy of the contract price.
 - 4.3. Time Frame - The time frame for the research is 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.
 - 4.4. Contract Price - Normally, the contract price is sufficient to cover the project's Direct Expenses and associated Departmental Overhead. However, the College may be prepared to negotiate cost-sharing or other favorable pricing arrangements based on compensating/off-setting benefits. These arrangements require written approval by the Vice President Academic or delegate.
 - 4.5. Ownership of Results - The ownership of the research results is negotiated on the basis of the value of the compensation received. Arrangements may vary. In some instances, the sponsor may obtain outright title (subject to the researcher's/College's right to publish); in other instances, the sponsor may obtain the right to a license, or the College may retain an interest in the commercialization of the results.

- 4.6. Publication - The research results are to be publishable in accordance with the College's Integrity in Research and Scholarship Policy, Intellectual Property Policy and any other related Policies.
- 4.7. Research Reports - The contract specifies the frequency of, or the dates on which, progress or final reports are required. The Principal Researcher is responsible for the preparation, content, style, number, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the contract. One or more copies are retained by the Principal Researcher, one copy is deposited with the Associate Vice President Academic, and one copy, the official College copy, is deposited with the College Finance Office.
- 4.8. College Financial Reports - The contract specifies the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The College Finance Office is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
- 4.9. Personnel - Personnel are employed in accordance with the College's Human Resource policies and Collective Agreements. There may be no commitment to continue employment beyond the term of the contract.
- 4.10. Equipment - Title to capital equipment, if any, is specified. The College prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
- 4.11. Budget - If expenditures are to conform to a budget, the Principal Researcher must be prepared to assume responsibility for ensuring that line items are adhered to and for obtaining, in advance and in writing, the necessary approvals for budget changes.
- 4.12. Payment - The contract specifies the manner in which the College will be paid. The College prefers a regularized system of progress payments but may require a working capital advance sufficient to cover start-up costs. The usual practice of a final payment (of ten per cent of the total contract price) upon receipt of a final report and/or statement is acceptable. The College must not be required to carry the research costs for an extended period of time.
- 4.13. Renewal/Termination - The contract must provide suitable mechanisms for renewal, extension, or termination. For termination before completion, written notice by the terminating party is required. Upon termination, the College must be paid for costs incurred or committed up to the date of termination.
- 4.14. Acceptance and Approval - Once the contract's terms have been negotiated and the formal documents prepared, these are to be approved, in writing, by the Principal Researcher, Associate Dean (where required), and the Associate Vice President Academic or the Director of Applied Research, within their financial limits.
- 4.15. Principal Researcher's Signature - The Principal Researcher's signature constitutes an acceptance of responsibility for the ethical, technical, and scientific conduct of

the research. This signature is also the Principal Researcher's acceptance of the contract's terms and conditions including its ownership and publication provisions.

4.16. Department/School Signature(s) – Where required, the signature constitutes an approval of the undertaking of the research; an assurance that the research is consistent with and will benefit the Department/School teaching and learning, research and public service mandates; an undertaking that the research can and will be accommodated within the constraints of the facilities and services currently available; an assurance that the costs of equipment, personnel, supplies and services used for the research can and will be recovered from contract funds; and an assurance that the research will not conflict with the researcher's responsibilities to the College.

4.17. Execution/College Signature - The signature of the Director of Applied Research or Associate Vice President Academic, within their financial limits, is required to finalize the contract. The signature indicates that the College will accept and administer the grant funds in accordance with the granting agency's terms and conditions and in accordance with the College's policies and procedures. The signature indicates acceptance of any cost-sharing or favorable pricing, if applicable, as described in 4.4.

5. The Principal Researcher, and any other faculty or staff member whose services are committed, is consulted throughout negotiations. The Principal Researcher's consent is required as a prerequisite to accepting the contract.
6. Research Contracts involving faculty workload release require the approval of the Dean before the Research Contract is finalized.

PROCEDURE:

1. When a Research Contract opportunity is identified, the Associate Vice President Academic (or delegate) and the faculty or staff member meet to evaluate the opportunity and identify a negotiator for the College.
2. The negotiator works with the sponsor to negotiate a draft contract, or to submit an application in response to a request for proposal.
3. A draft contract is reviewed, finalized and signed, with an original copy sent to the College Finance Office.

OFFICER RESPONSIBLE: Vice President Academic

POLICY CATEGORY: Non-Academic

RECOMMENDING AUTHORITY: Deans' Council, upon recommendation from Service Council

CONSULTATION FOR REVIEW: Deans' Council, Service Council, Vice President Academic, Applied Research and Innovation Department, Financial Services Department

POLICY REVIEW DATE: February 2019

EFFECTIVE DATE: December 1, 2016

REVISION HISTORY: July 1, 2006
April 1, 2014
December 1, 2016

RELATED POLICIES:

- [Research and the Promotion of Innovation](#)
- [Ethical Conduct for Research Involving Human Participants](#)
- [Hosting and Business Expenses](#)
- [Integrity in Research and Scholarship](#)
- [Research Grant Management](#)
- [Signing Authority and Contract Execution](#)
- [Travel and Related Expenses](#)

CONNECTION TO BOARD POLICIES:

All RDC policies support relevant Board of Governors operational policies.