Demystifying Research Agreements Negotiated by the Research Services Office

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• A research agreement governs the obligations of the University and Sponsor(s) for each project

• The foundation of any research agreement is understanding the needs of all parties:
  ❖ Principal Investigator (PI)
  ❖ Sponsor (industry, government, or any other sector)
  ❖ University of Alberta (our employer)
Principles:

• Relationship negotiated in open, fair and transparent manner
• Research will be carried out using highest standards
• Researcher will provide research results in a timely and complete manner
• University will be accountable for the proper stewardship of research funds
• Economic fruits of research will be shared in an equitable manner
• Finalizing the research agreement is a team effort
• Principal Investigator/Research Team
  – Major players, without you there is no project!!
• You can help by:
  – Being aware of the University policies and procedures and communicating them to your sponsor’s representatives
• Research Agreements must include:
  ❖ Scope of work
  ❖ Budget

“Our research is solidified, but our funding has vaporized.”
Indirect Costs (Overhead):

see UAPPOL FOR FULL POLICY: https://policiesonline.ualberta.ca/PoliciesProcedures/Procedures/Application-for-Indirect-Cost-Recovery-Rates-Procedure.pdf

<table>
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<tr>
<th>Research Grants, Contracts, and Technical Services Agreements</th>
<th>Research Indirect Cost Recovery Rate</th>
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<td>Standard Rate: Minimum of 20%* of direct costs unless specifically dictated by law or formal policy of various governments; examples are listed below.</td>
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<td>Government of Canada contracts: 65% of salaries and benefits, 2% for travel.</td>
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<td>United States Government: 69.0%** of direct salaries and wages including vacation, holiday, sick pay and other paid absences but are exclusive of all other fringe benefits (excluding equipment).</td>
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<td>Clinical Trials</td>
<td>30% of direct costs. This rate is jointly assessed by Alberta Health Services and the University of Alberta.</td>
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<td>Indirect Cost Recovery Rates for Awards Involving Matching Contributions</td>
<td>Indirect costs will not apply to industry matching funding for awards involving required matching contributions from a recognized major granting agency (eg, NSERC, SSHRC, CIHR) and a private company to the University.</td>
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• Key Policies and Procedures:
  ❖ Adding indirect costs of research
  ❖ No guarantee of results
  ❖ No secret research
  ❖ Respect student thesis rights
  ❖ Expectations about ownership and licensing of research results, including publication terms
• **University Research Templates:**
  - Research Grant
  - Research Contract
  - Research Collaboration
  - Research Service

• **Sponsor agreements** – are fine to use as long as they comply with meet everyone’s needs
Research Grant:

Characteristics:

- Project Control lies with the researcher
- Unrestricted rights to publish research results
- Payment in advance
Research Grant, cont’d:

• Intellectual property resides with the Researcher/University

• Start and end date of the project is defined

• Sponsor is provided with a copy of the final research report

• Graduate student owns copyright of thesis – possible delay in publication for up to one year
Research Contract:

Characteristics:

• Scope of work is defined

• Start and end date of the project is defined

• Payment may be made in arrears or tied to milestones/deliverables

• Contains provisions for confidential information (of either sponsor or researcher)
Research Contract, cont’d:

- University retains the right to publish, but will allow delay for sponsor review for two purposes only: 1) removal of the sponsor’s own proprietary or confidential information 2) identify and protect patentable intellectual property that may be disclosed in the publication

- Graduate student owns copyright in his/her thesis – possible delay in publication for up to one year to allow for protection of patentable intellectual property

- Background IP clearly defined
Research Contract, cont’d:

• New Intellectual Property, typically:
  
• Inventor retains ownership, if joint invention, all joint inventors share ownership

• Inventor(s) given rights to use research results

• Sponsor is given the option to acquire a license for commercial uses on terms negotiated in good faith and appropriate to the industry sector

• University retains, as a minimum, a royalty-free license to use all IP developed at the University for non-commercial, education, publication and research purposes
Research Contract, cont’d:

• Warranty provisions - the University uses appropriate professional standards in conducting the research, but we do not guarantee result

• Equipment purchased under the contract is owned by the University, unless otherwise stipulated

• Termination provisions are included, accounting for coverage for pre-committed and uncancellable costs

• Insurance and Indemnification provisions are included to protect, University staff and students
Contracts & Intellectual Property, collaborations:

If in the conduct of the Research Project, circumstances arise that result in creative interaction between University personnel conducting the Research Project and Sponsor personnel; and

it is determined under the laws of inventorship of Canada that joint inventorship has taken place with respect to any Patentable Intellectual Property;

the University will cause its inventor to assign to the University and the Sponsor will cause its inventor to assign to the Sponsor all that inventor’s rights and title to Patentable Intellectual Property with the result that such Patentable Intellectual Property will be jointly owned by the University and the Sponsor (“Joint IP”). Notwithstanding the applicable patent or other intellectual property laws in any jurisdiction or any other provision of this Contract to the contrary, neither the Sponsor nor the University may commercially exploit any Joint IP except pursuant to further written agreement between the Sponsor and the University.
Research Services Agreement:

Characteristics:

• Use of existing researcher know-how to provide the service
• Use of University facilities, resources, time
• Start and end dates of the project are defined
• Payment can be made after services are rendered or tied to deliverables
Research Service Agreements cont’d:

• Services results are the property of the sponsor

• Service Results mean any and all conclusions and information on which the same are based, developed in the provision of the Service, including compilations, notes, data and reports. Service Results do not include intellectual property developed by or utilized by the University in the provision of the Service, the Client acquiring no interest in, or right to use, any such intellectual property as a result of this Agreement.
Research Service Agreements cont’d:

• Know-how utilized (background) or developed during the course of providing the services is own by the University (IP not expected)

• University of Alberta has the right to use the results for teaching and non-commercial research purposes

• Not appropriate for students to work on the these projects in furtherance of their thesis because sponsor owns the research results and because publication is not always permitted
Who do we work with to get contracts in place?

• Research Team
• In-house legal
• TEC Edmonton (licensing, confidentiality, data share, material transfer)
• Risk Management (insurance, indemnities)
• Research Ethics Office (REO)
Things that may slow down a project

• Incomplete package received from PI. Things often missing:
  ❖ Signatures
  ❖ Budget
  ❖ Scope of Work

• Ethics not received or our funding source is not included in REMO
Extensive negotiations on complex files will often include concerns with:

- Intellectual Property
- Publication
- Insurance & Indemnification
- Confidentiality
- COMMUNICATION is key!!
Closing - Questions