



Name:	Research Agreements Policy
Policy Number:	7-1004
Approving Authority:	Vice President, Academic and Research
Approved:	1 August 2009
Responsible Office:	Faculty of Graduate Studies and Research
Responsibility:	Associate Vice President, Research
Effective Date	1 August 2009
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Supersedes:	Policy on Research Contracts and Overheads
Next Required Review:	November 2024

1. PURPOSE

The purposes of this Policy are:

- recovery of indirect costs, and administrative procedures.
- to ensure that all Research Agreements entered by the University meet all legal requirements on the University, are aligned with the University's basic commitment to the free pursuit of knowledge (institutional autonomy), and that any potential academic consequences or risks are appropriately assessed.

2. JURISDICTION/SCOPE

This Policy applies to all research agreements, proposals, applications, and engagements entered by the University for research carried out by University faculty, staff, and students that involve use of the University name, University facilities (equipment, space, services, etc.), University-supported personnel, or the University accounting system related to a Research Agreement.

3. DEFINITIONS

“Principal Investigator”	means the lead researcher(s) at Saint Mary’s University who is responsible for a Research Project;
“Research Project”	means a project governed by a Research Agreement;
“Researcher”	includes the Principal Investigator as well as other faculty, students and

staff involved in a Research Project and includes faculty, student (f)-aEMC 8y.05 T

routine nature that still require expertise or laboratory facilities to conduct the work, for example, provision of specialized or certified analytical services that are not routinely available from private sector laboratories.

Contribution Agreement is similar to a Research Contract but typically involves multiple funding sources such as a combination of government agency, private sector sponsorship and a University contribution. Contribution Agreements, particularly (but not exclusively) those with Federal or Provincial Government agencies

Table 1 summarizes the typical attributes of a Research Grant, Research Contract/Contribution Agreement and Research Services Contract:

Research Grant	Research Contract/ Contribution Agreement	Research Contract Services
<p>Researcher describes research in general terms, Research Project idea initiated by Principal Investigator and/or jointly planned with Granting Agency.</p>	<p>Research Project conceived by External Sponsor or jointly with Principal Investigator.</p>	

Table 1

4. POLICY

4.1. ROLES AND RESPONSIBILITIES

The President, Vice-President, Academic and Research, and the Associate Vice President, Research, ha

Persons designated under this signing authority are expected not to exercise their authority in circumstances where the requirements of this Policy have not been met or where conflicts of interest exist or could be seen to exist. (Refer to Policy 8-1004 - Conflict of Interest in Research Policy t t826()Tj-0.005 Tc 0.002 Tw 0 -1..8 Td()T(S)ihavesearc(es)8 (h P)1. (hav)A (ol)2g (equ

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5.3.3 Contingency Allowance

Depending on the type of Research Agreement and, if the duration of the Research Project spans over several years, it may be wise to include a contingency allowance in the budget to cover unforeseen expenses such as repairs, outsourcing fees, technical support, inflation etc. Contingency rates typically vary between 3%-10% depending on the level of risk.

6. ADMINISTRATIVE PROCEDURES

Once the terms of a Research Agreement have been agreed upon the following procedures occur:

- 1- A final version of the agreement is vetted by the OICE and Senior Director Legal Services to ensure compliance on issues such as:
 - The Parties involved.
 - Scope of work (including all deliverables).
 - Budget details outlining costs and payment terms.
 - Liability and indemnity.
 - Publication and confidentiality.
 - Intellectual Property rights and ownership
 - Equipment ownership.
 - Term and termination conditions.
 - Definitions and "boilerplate" i.e., common clauses found in most agreements.

If you do not have an agreement template, one can be provided to you by the Senior Director Legal Services.
- 2- The OICE ensures that all necessary approvals have been obtained from University officials.
- 3- The OICE arranges for all required signatures of the final agreement as required by this Policy.
- 4- The OICE arranges for copies of the signed agreement to be forwarded to the Principal Investigator, the Financial Services department and retains the original to be filed.
- 5- The Financial Services department creates an account number and budget structure for the project and provides financial reports on a regular basis.

When difficulties arise to the extent that the Principal Investigator cannot fulfill the terms of the Research Agreement, the Principal Investigator must immediately contact the OICE to seek advice and provide all of the information concerning the particular circumstances and as far as is possible, document all actions taken. If the Principal Investigator failed to fulfill all of the terms of the agreement resulting in nonpayment from the third party, the PI would be held

the University rights to the intellectual property they created during the research project to facilitate access to their discoveries by prospective External Sponsors.

9. PUBLICITY

Some Granting Agencies or External Sponsors may wish to contract research to the University and request that their name not be associated with the Research Project or publicly disclosed as a source of the funding. The policy of Saint Mary's University is not to accept any funds with such restrictions and every Research Agreement should include a clause to that effect.

All Research Agreements between Saint Mary's University and a Granting Agency or External Sponsor will include a clause stating that the external partner will not use the name of Saint Mary's University in its advertising and .9 (g)10.6(r)-50.6(dv)-s7 (t)-6(i9 (U)2 (h A.M./.)2.6(s)- (us)-6(s)-2 (