

Name: **CBU Research Proposals and Agreements Policies**

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Table of Contents

1. Purpose..... 4

2. DEFINITIONS 4

 2.1 Summary of Research Agreements..... 9

3. RESPONSIBILITIES 11

 3.1 VPA 11

 3.2 DRGS 11

 3.3 Principal Investigator 11

 3.4 Researchers 12

 3.5 Finance Office 12

4. RESEARCH PROPOSALS AND AGREEMENTS..... 12

 4.1 Creation..... 12

 4.2 Restricted Competitions 14

 4.3 Costing Types 14

 4.4 Budget Content 14

 4.4.1 Direct Costs..... 15

 4.4.2 Overhead Charges 15

 4.4.3 Contingency Allowance 17

 4.4.4 Payments to Researcher..... 17

5. ADMINISTRATIVE PROCEDURES 17

 5.1 Processing Steps 17

 5.2 Invoicing 18

 5.3 Financial Over-expenditures 18

 5.4 Bad Debts..... 19

6. PUBLICATION 19

7. RESEARCH RESULTS AND INTELLECTUAL PROPERTY 20

8. PUBLICITY 20

 8.1 Required Disclosures 20

8.2 Approval to publicize by external partner 20

8.3 Requirement to publicize stipulated by external partner 20

9. References..... 21

Appendix A: Timelines for Research Proposals..... 22

Appendix B: RAO, ILO and RO Responsibilities..... 24

Appendix C: Internal Proposal Approval Sheet 26

1. PURPOSE

The purpose of this policy is to establish a uniform set of regulations and procedures for the development and administration of all externally funded research conducted at Cape Breton University. This policy also establishes signing authority, costing and budgeting guidelines, applicability of indirect costs and administrative procedures. Internal research grant policies are covered in the Research Policy (RP) guidelines.

This research agreements policy will need to be reviewed and updated periodically. The reader is referred to the research website (www.cbu.ca/research) for the most up to date version.

2. DEFINITIONS

ORGS	Office of Research and Graduate Studies
VPA	Vice-President Academic and Professional Studies (Provost)
VPF	Vice-President Finance and Administration
DRGS	Dean of Research and Graduate Studies
Principal Investigator	the lead researcher at Cape Breton University (CBU) who is employed in a fulltime capacity and is responsible for a Research Project
Research Project	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 may also include faculty, students and staff from other universities, student research assistants and contract researchers
Faculty	Cape Breton University faculty as defined by either the Collective Agreement between the Cape Breton University Faculty Association (CBUFA) or the Nova Scotia Government and General Employees Union (NSGEU) and CBU
Research Team	the Researchers participating in a Research Project
Employee	an individual employed by CBU either on a full-time or part-time basis
Student	an individual who is registered as a student at CBU
Post-Doctoral Fellow	an individual with a doctorate degree (normally awarded in the past five years) who, working under the supervision or co-supervision of a faculty at CBU, holds a full-time appointment of limited duration involving mainly research or scholarship which is preparatory for an academic appointment or research career

Research Associate	an individual with a doctorate degree who is employed by the Principal Investigator as part of a research team
Professor Emeritus/Emerita	A retired faculty member appointed as Professor Emeritus (Emerita) by the President of CBU.
Senior Scholar	A retired faculty member appointed as a Senior Scholar by the President of CBU.
Visiting Scholar	a faculty member at rank, who holds a similar rank at another university, who is visiting CBU
Visiting Student Scholar	a graduate or undergraduate student registered at another university, who is conducting research at CBU and being hosted by a CBU faculty member
Adjunct Professor	an individual holding an adjunct appointment at CBU
ILO	Industry Liaison Officer (refer to Appendix for a description of role and responsibilities)
RAO	Research Advancement Officer (refer to Appendix for a description of role and responsibilities)
RO	Research Officer (refer to Appendix for a description of role and responsibilities)
REB	Research Ethics Board
ACC	Animal Care Committee
Direct Costs	all costs which can be identified and attributed to a Research Project or set of activities with reasonable accuracy. Direct Costs include, but are not limited to, salaries and benefits, equipment rentals, travel and field support and supplies and services.
Indirect Costs	support costs common to research activities undertaken at the University. Indirect Costs include, but are not limited to: <ul style="list-style-type: none"> • Use of laboratory capital equipment and general University buildings/equipment • Support and technical staff time • Cleaning and maintenance • Utilities (heat, power, water, telephone, etc.) • Accounting, administrative and computing services • Legal and consultative services

- Library expenses
- General and project coordination/management
- Research Ethics, Animal Care and Occupational Health and Safety committees
- Industry Liaison
- Research Office Services
- Depreciation of capital (such as equipment and instrumentation)

Granting Agency any public or not-for-profit funding source which provides funding for a Research Project;

External Sponsor any external partner, other than a Granting Agency, which provides funding for a Research Project;

Research Proposal any document prepared with the intent to enter a Research Agreement, whether in response to a request for proposals, general call, or ongoing competition.

Research Agreements any of the following legal arrangements involving CBU, Researcher(s) and Granting Agencies or External Sponsors:

- **Research Grant** is an award provided by a Granting Agency to an individual, Principal Investigator or a group of Researchers working in collaboration to support research in a defined area. Research Grants are made according to the regulations of the Granting Agency for a specific funding amount and a specific time period.
- **Research Contract** is an agreement to deliver the results of a specific Research Project to an External Sponsor or Granting Agency at a specific time.
- **Research Services Contract** is a services agreement and is not associated with a research project but still requires expertise or laboratory facilities to conduct the work, for example, provision of specialized or certified analytical services by a CBU researcher that are not routinely available from private sector laboratories.*

* Generally, CBU does not compete with private sector laboratories for non-research purposes

- **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, may contain restrictions on publication of research results, claims against Intellectual Property, or other conditions that require them to be treated as Research Contracts.
- **Non-Disclosure Agreement** or **Confidentiality Agreement** is a legal contract that outlines confidential materials or knowledge that is shared among the University, Researcher(s) and external parties who wish to share with each other but wish to restrict from use by other parties.
- **Material Transfer Agreement** is a contract that governs the transfer of research materials from one institution to another for their individual research purposes. MTAs are often used for the transfer of biological materials such as cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, plant cultivars/genotypes, and pharmaceuticals but MTAs can also cover the transfer of other materials such as chemicals, historical and archeological artifacts, archival documents and computer software. A Material Transfer Agreement will define conditions of the transfer such as ownership of the transferred materials, how the materials may be modified and what derivatives may be made by the recipient; limits on the use of the materials by the recipient institution; confidentiality of information related to the materials; rights to inventions and research results and in some instances, handling requirements of hazardous materials..
- **Equipment Transfer Agreement** is a contract that governs the transfer (purchase, lease, loan) of equipment for research purposes. An Equipment Transfer Agreement governs issues such as ownership of the transferred equipment and/or modifications made by the recipient; limits on the use of the equipment by the recipient institution. Agreements are required when CBU is acquiring equipment as well as when CBU equipment is made available to a research partner. An equipment transfer agreement is required for all non-CBU partners whether located on or off-campus.
- **Invention Disclosure Document** is a summary of a research project filed with the ORGS which discloses the state of the invention, the potential applications and benefits of the discovery, the details of the discovery and any previous disclosure that may have occurred. The invention disclosure

assists the ORGS in working with a researcher to determine an intellectual property (IP) strategy around the work as well as funding that may be available for next stages in the IP strategy.

- **Statement of Work (SOW)** outlines the work to be carried out under the research contract and is generally included in all collaborative research contracts / agreements. As it can be a binding contract with a commitment to perform certain duties and produce deliverables, drafting with prudence is necessary.
- **Assignment Agreement** is an agreement where an inventor assigns his/her rights from an invention he/she has created to another party, generally their university. An assignment does not transfer the inventorship. Royalty agreements are generally agreed to in conjunction with the Assignment.
- **Royalty Agreement** specifies details around remuneration that will be returned to the inventor and/or licensor for an invention.
- **License Agreement** is a legal agreement that is entered into between the owner of a technology and another party and outlines the specific ways that the invention in question can be used or sold; as well as the exclusivity of the license itself.

Private Consulting an employee carries out consulting outside his/her normal duties. CBU resources (personnel, facilities) are not involved in the project. This type of activity is completely outside the employee duties and as such is not covered or protected by CBU policies, procedures, insurance and collective agreements. CBU will not assume any responsibility for liability in these activities.

Intellectual Property the result of intellectual or artistic activity, that can be owned by a person. This includes, but is not limited to, inventions, publications, computer software, works of art, industrial or artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

2.1 Summary of Research Agreements

Type of Action	Research Grant	Research Contract/ Contribution Agreement	Research Services Contract
Project Conception	Researcher describes research in general terms, Research Project idea initiated by Principal Investigator and/or jointly planned with Granting Agency.	Research Project conceived by External Sponsor or jointly with Principal Investigator. Both parties participate in planning.	External Sponsor defines Research Project.
Competition	Granting Agency has specified competition date open to researchers at different research institutions.	External Sponsor generally does not have a funding competition.	External Sponsor generally does not have a funding competition.
Deliverables	Generic description of deliverables with some flexibility in content and timing.	Specific deliverables with timelines.	Specific deliverables with timelines.
Payments	Payment fully committed in advance.	Payment by instalments on completion of deliverables.	Payment on completion of deliverables.
Publication	No payment to Researcher	May include payment to Researcher (see 4.4.4)	May include payment to Researcher (see 4.4.4)
Intellectual Property	Very limited or no restrictions on publication.	Results may be confidential with restrictions and delays on publications.	Results are confidential with restrictions and delays on publication.

Type of Action	Research Grant	Research Contract/ Contribution Agreement	Research Services Contract
Student Participation	Projects may be suitable for senior undergraduate or graduate students.	Publication restrictions may make projects unsuitable for student research.	Publication restrictions may make projects unsuitable for student research.
Commercial Rights	Granting Agency usually does not claim an interest in the resulting intellectual property owned by Faculty and/or University.	External Sponsor may claim an ownership interest in resulting intellectual property; intellectual property rights are negotiated as part of the initial contract.	Little or no expectation that intellectual property will be created as a result of the Research Project.
Expected Results	Faculty and/or University can sell commercial rights to third party.	Faculty and/or University may have commercial rights, or have only research, teaching and non-commercial use rights.	Results have no commercial resale value to University.
Non-Disclosure	No guarantee of specific result.	No guarantee of a specific result.	Generally routine work.
Confidentiality	No confidentiality covenants. (Students will sign NDA's)	Non-Disclosure Agreement in place.	Non-Disclosure Agreement in place.
Indemnity	Indemnity provisions not required	Indemnity provisions required	Indemnity provisions required

Note: These attributes are not intended as exhaustive or exclusionary. In some cases the appropriate category may not be clear; in these cases, the PI must consult with the DRGS for clarification.

3. RESPONSIBILITIES

3.1 VPA

The VPA has signing authority on all Research Agreements. Research Agreements without the signature of the VPA or his/her designate(s) are invalid and not legally binding to the University. The VPA has the authority to reject or terminate any Research Agreement.

The VPA has general responsibility for enforcement and initiating reviews of this policy.

3.2 DRGS

The DRGS is responsible for reviewing and making recommendations to the VPA on all Research Agreements. Proposed Research Agreements must be submitted to the Research Advancement Officer (RAO) and/or the Industry Liaison Officer (ILO) for review. (See Appendix A for recommended timetable and required internal deadlines). The RAO or the ILO, with the assistance of the Principal Investigator, is responsible for the negotiation of the Research Agreement with the Granting Agency or External Sponsor.

Where appropriate, other university officials may be consulted regarding a proposed Research Contract, including the Principal Investigator's Department Chair, Dean(s), and Vice-Presidents.

3.3 Principal Investigator

Research Agreements are between external partners and the University and, as such, external partners may not enter into any Research Agreement directly with individual Researchers. The Principal Investigator:

- must submit a Research Proposal or draft Research Agreement to the DRGS for review
- is responsible for estimation of the Direct Costs associated with a Research Project
- is responsible for conducting the research according to the terms and conditions of the Agreement, including the budget and timelines of the Research Project
- is responsible for ensuring compliance with all of the performance requirements of the Research Agreement
- is responsible for compliance with all applicable University, Granting Agency and External Sponsor policies when carrying out a Research Project
- is responsible for cost over-expenditures which are the result of his/her own negligence or wilful misconduct (see 5.3)
- is responsible for fulfilling ongoing reporting requirements set out by the funder

3.4 Researchers

Each researcher must follow applicable University policies and is required to follow the terms of any applicable Collective Agreements between the researcher's union and CBU as these relate to research activities. All research involving humans and/or animals carried out at CBU or by CBU researchers (as PI or co-investigator) must be approved by the CBU Research Ethics Board and/or the CBU Animal Care Committee (as appropriate) prior to the start of the research. This includes joint projects with other institutions (Canadian and International).

3.5 Finance Office

Finance Office (FO) staff will only make research funds available to the Principal Investigator (PI) once the agreement has been signed by all authorized parties and the PI has obtained all applicable Research Ethics Board or Animal Care Committee approvals and certifications for Controlled Information, Biohazards, or Radioactive Materials. The FO has the right and responsibility to withhold approval of expenses requested by grantees that contravene Granting Agency, External Sponsors or University policies. The FO staff will assist the PI by preparing and submitting invoices and financial statements as requested in the terms of the Research Agreement.

4. RESEARCH PROPOSALS AND AGREEMENTS

4.1 Creation

In preparation of a Research Proposal or Research Agreement, the substance of the proposed Research Project is usually the result of information gathering and/or informal discussions between the Principal Investigator and the representatives of the Granting Agency or External Sponsor. Agreement is obtained initially on:

- A broad understanding of the work to be accomplished.
- The location of the work.
- The time frame of the project.
- The project budget.

The RAO and/or ILO act as a facilitator for Principal Investigators at all levels of the preparation process, sharing the responsibility for the negotiation of Research Agreements. Although the content of the proposed Research Project is developed by the Principal Investigator working with input from the Granting Agency or External Sponsor, the RAO and/or ILO can provide guidelines and advice regarding the format for technical aspects of proposals for External Sponsors and Granting Agencies which may enhance the chances of proposals being accepted. Principal Investigators are advised to contact the

RAO and/or ILO in the early stages when considering engaging in Research Projects which will require a Research Agreement or Grant Application. The RAO, with the help of the PI, is responsible for writing any sections of proposals that require a description of the integration of the research within the CBU Strategic Research Plan or Research Priorities.

Prior to the submission of any proposed Research Project to a Granting Agency or External Sponsor, the Principal Investigator must obtain all necessary written approvals for the use of University facilities from the University administrator(s) responsible for the facilities, and to adhere to any University, faculty or departmental policies and procedures with regard to use of the facilities. A PI seeking release time from his or her standard teaching duties must inform his or her department Chair and Academic Dean in accordance with the procedures of any relevant collective agreement. The Academic Dean must approve all such course releases prior to approval of a Research Proposal or Research Agreement by the ORGS.

Any researcher who intends to provide technical services to an External Sponsor with more than an incidental use of the University's equipment, facilities or other resources, shall do so only under a Research Agreement between the University and the External Sponsor. The fees charged to the External Sponsor for the technical services shall be at hourly rates consistent with rates charged for similar services in the applicable industry sector, and shall include Indirect Costs in accordance with this policy. The fee schedule shall be subject to the approval of the VPA.

If a researcher's time is included as a Direct Cost of the Research Agreement, his or her time and the fee schedule shall be subject to the approval of the VPA upon recommendation of the School Dean(s) and the DRGS.

If any researcher wishes to provide any other consulting services through a Private Consulting Contract (rather than through the University), those activities are not part of the researcher's employment with the University. The University has no liability in regards to these activities and the researcher is not covered by the University's liability insurance when carrying out a personal contract for consulting services. The University's liability insurance only covers the Faculty when that individual is engaged in activities related to his or her employment with the University. Furthermore, researchers are not authorized to use University resources in carrying out personal contracts for consulting services except in cases where the researcher's outside employment involves only the minor or incidental use of University space, equipment, facilities, supplies, or services. University resources include, but are not limited to, equipment purchased with funds from research grants. If a researcher wishes to use University resources in more than a minor or incidental manner, the individual may apply in writing, in advance, for permission to the VPA or delegate and such permission may be conditional upon payment of a fee in accordance with 4.3.2 of this policy by the researcher to the University for the use of the University's resources. If the University grants permission to the researcher to use University resources in completing a Private Consulting contract, this does not constitute an approval of the activities or an acceptance by the University of any liability related to the activities.

In accordance with the clauses of the specific research agreement, the VPA or delegate may modify or terminate an agreement to use University property as appropriate or necessary. Typically, such modification or termination will require 30 days written notice.

4.2 Restricted Competitions

In some cases, the funding agency limits the number of applications that an institution may submit. If a researcher is considering applying for funding under such a program, it is strongly recommended that she/he consult with the RAO or ILO, as appropriate, as early on in the process as possible. Full applications are due in the ORGS **1 month** prior to the agency deadline. In the case where more applications are submitted internally than the institution is allowed to submit to the funding agency, the Dean of Research and Graduate Studies will recommend to the VPA which of the applications should be submitted by the institution. The final decision as to which applications are submitted rests with the VPA.

4.3 Costing Types

Research Agreements may typically be established as either “Firm Price” or “Cost Reimbursable”.

Firm Price: means the Granting Agency or External Sponsor places a maximum dollar amount on the Research Project. A budget for the Research Project is not always required by the Granting Agency or the External Sponsor but is required for internal approval purposes.

Cost Reimbursable: means the University and the Granting Agency or External Sponsor agree on a detailed budget for the Research Project and the University invoices the Granting Agency or External Sponsor only for the actual costs which have been incurred and paid for within the agreement period. At the termination date for the Research Project, any unused funds for the Research Project lapse and the account is closed.

Any researcher who intends to provide technical services to an External Sponsor with more than an incidental use of the University's equipment, facilities or other resources, shall do so only under a Research Agreement between the University and the External Sponsor. The fees charged to the External Sponsor for the technical services shall be at hourly rates consistent with rates charged for similar services in the applicable industry sector, and shall include Indirect Costs in accordance with this policy (see 4.4.2) and are subject to all the regulations of this research policy including 4.4.4 (Payments to Researcher). The fee schedule shall be subject to the approval of the VPA.

4.4 Budget Content

Budgets for all Research Projects must identify the full cost of delivering the research or service. The following guidelines should be considered in developing the budget and negotiating the cost of delivery of a Research Project. The schedule of costs must include total Direct Costs, Indirect Costs and any other

contribution to the costs of the Research Project. The source and amount of other contributions to the Research Project must be identified where applicable.

4.4.1 Direct Costs

Calculation of Salaries and Benefits Costs

To determine the appropriate rate and any overtime rate to be used for each staff person on a Research Project, consult the Human Resources department.

Supplies and Services Costs

All purchases of supplies and services required for a Research Project are to follow standard University policies and procedures. Supplies and services costs include all materials to be purchased, including replacement of existing supplies used to complete the Research Project. Supplies and Services Costs should be determined by the best estimate of anticipated expenditures for the Research Project and be based on actual prices or quotations from suppliers.

Travel Costs

Travel costs are estimated on the basis of the CBU Travel Policy. In rare cases when travel costs exceed those allowed under the CBU Travel Policy, prior approval of the Dean of Research and Graduate Studies and the Manager of Financial Compliance and Ancillary Operations is required.

4.4.2 Overhead Charges

Overhead is charged to Research Agreements to partially cover the indirect costs incurred by the University as defined in Section 2. The VPA is authorized to make adjustments to overhead rates from time to time in response to changing or exceptional circumstances. When a granting agency or external sponsor has their own established overhead rates, the corresponding project is bound by those rates.

Summary of rates

The rate for Indirect Costs for Research Projects applies to projects carried out by individual researchers, research teams and Research Centres and Institutes.

Funder	Overhead Rate	Exceptions / Notes
Public Works Government Services Canada (PWGSC)	Allowable overhead costs are: (i) maximum of 65% applicable to Direct Payroll Costs for on-campus work; (ii) maximum of 30% applied to Direct Payroll Costs for off-campus work; (iii) an administration charge of 2% on travel and living expenses incurred directly against the contract is allowed PWGSC Policy	Costs incurred by the university or college that have no direct bearing on the research activity are not acceptable as direct charges against Canada research contracts.
Tri-council Funding (SSHRC, NSERC and CIHR)	Direct Costs Only, Indirect costs prohibited on project budget	The institution receiving the funding / grant provides for indirect or overhead costs via the Tri-council Indirect Costs grant which is awarded to institutions. Tri-council Policy
Other Federal Departments	Normally 35% of direct costs of the project or 15% of the total project budget Some Federal departments or agencies have other specifically determined rates. Consult the ORGS for appropriate rates when creating a proposal	ACOA, NRC-IRAP and CANARIE, for example, have their own specified rates which are allowable for overhead.
Province of Nova Scotia	35% of direct costs of the project or 15% of the total project budget Some Federal departments or agencies have other specifically determined rates. Consult the ORGS for appropriate rates when creating a proposal	

Funder	Overhead Rate	Exceptions / Notes
US Government	Normally 50% of direct costs	Departments and agencies of the United States (U.S.) Government negotiate research and development contracts directly with Canadian universities and colleges
Other Granting Agency / External Sponsor	Maximum of 40% of Direct Costs	

Distribution

The overhead charged to Research Agreements will be set aside in a research account under the control of the ORGS to support Research Activities and CBU’s contribution to major research projects such as CFI/NSRIT awards.

4.4.3 Contingency Allowance

Depending on the type of Research Agreement and in particular, 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. Researchers are advised to consult the ORGS when preparing budgets for research contracts.

4.4.4 Payments to Researcher

When a granting agency or external sponsor allows a portion of the direct costs budget to be used to cover the researcher’s time who is employed full-time at CBU, such allocations will not be paid directly to the researcher but will be reserved in a separate research account for use by the researcher to support his/her research activities. ORGS will maintain oversight of such funds, which will be subject to all CBU research procedures and policies, including but not limited to those set out in this document. .

5. ADMINISTRATIVE PROCEDURES

5.1 Processing Steps

Once the terms of a Research Agreement have been agreed upon by the ORGS and the external sponsor, the following procedures occur:

- 1) A final version of the agreement is vetted by the RAO or ILO (see also Appendix B, "Duties") to ensure compliance on issues such as:
 - The Parties involved.
 - Statement 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.
 - The RAO and/or ILO can provide agreement templates, applications forms and guidelines, as appropriate.
- 2) The RAO and/or ILO ensure that all necessary approvals required by CBU have been obtained from University officials (School Dean[s], Dean of Research & Graduate Studies, VPA, VPF, President as appropriate), and that all signatures required by the external body are also secured.
- 3) The RAO and/or ILO arranges for all required signatures of the final agreement. For all CBU Research Agreements the University representative is the President, or the VPA, or their designate(s).
- 4) The RAO and/or ILO arranges for copies of the signed agreement to be forwarded to the Principal Investigator, and the Finance Office and retain the original to be filed.
- 5) The Finance Office creates an account number and account structure for the project and provides financial reports on a regular basis.

5.2 Invoicing

The Principal Investigator is responsible for initiating and preparing all invoices by forwarding the appropriate invoice form to the Finance Office and for verifying that the invoiced amounts are correct. All invoices are to be prepared and sent out by the Finance Office and be payable to the University.

5.3 Financial Over-expenditures

When difficulties arise to the extent that the Principal Investigator cannot fulfill the terms of the agreement, the PI must immediately contact the RAO/ILO 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 PI failed to fulfill all of the terms of the agreement resulting in non payment from the third party, the PI will be held personally responsible for any over-expenditures or outstanding third party obligations.

PIs are responsible for over-expenditures on Research Agreements that are the result of their own negligence or wilful misconduct. When circumstances permit, the University will charge over-expenditures against other eligible research funds of the PI. In cases where over-expenditures occur and the grantee does not have PI salary or other eligible research funds, the grantee is required to provide a cheque payable to Cape Breton University to cover the over-expenditures or arrange for payroll deductions.

While PIs are permitted to incur over-expenditures against approved future Research Grant instalments, Principal Investigators funded by Research Contracts must remain within the contract agreements fiscal budget and total expenditures may not exceed the value of the contract agreement.

While PIs are permitted to borrow against expected grant instalments, PIs funded by contracts are not permitted to overspend within a fiscal year. They must remain within the agreed upon budget and total expenditure may not exceed the value of the agreement.

5.4 Bad Debts

In the case that the external partner is unable or refuses to pay any part of the agreement amount for services that have been delivered under the agreement, the University will attempt to recover and collect these debts by legal action as necessary.

6. PUBLICATION

Knowledge creation and dissemination is one of the missions of the University. However, to protect the faculty's IP, according to the relevant collective agreement, faculty are encouraged to file an internal Invention Disclosure with the ORGS for any potentially patentable discoveries or creations prior to public disclosure. The Invention Disclosure should be submitted well in advance of the publication to allow appropriate time for a decision to be made regarding the filing of a provisional patent or full patent application. An External Sponsor or Granting Agency may also require a delay of publication in order to protect intellectual property rights. The delay generally will not exceed 180 days unless there are compelling reasons shown which would support a longer delay. In any event, such a delay will not exceed one year under any circumstances. Likewise, the University will not permit an undue delay in the publication of a graduate student's research which would prevent the student from graduating.

7. RESEARCH RESULTS AND INTELLECTUAL PROPERTY

Terms within Research Agreements associated with the use of research results and aspects associated with intellectual property must be consistent with University policies and the Collective Agreement between the University and CBUFA or NSGEU and Canadian and International laws in regard to patents and copyrights.

Some Research Agreements may result in technology/knowledge transfer opportunities. If such instances arise, Researchers in the project, by mutual agreement, may assign or grant the University rights to the intellectual property they created in the course of the research project to facilitate access to their discoveries by prospective External Sponsors or commercial entities.

Researchers are referred to the appropriate collective agreement (if applicable) as well as the ILO for more information on IP protection.

8. PUBLICITY

8.1 Required Disclosures

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 CBU is not to accept any funds with such restrictions and every Research Agreement should include a clause to that effect.

8.2 Approval to publicize by external partner

All Research Agreements between CBU and a Granting Agency or External Sponsor will include a clause stating that the external partner will not use the name of CBU in its advertising and will not publicize the agreement to conduct research on its behalf without the prior approval of CBU. In most cases, the external partner will require similar permission for CBU and/or the PI to use their name or logo.

8.3 Requirement to publicize stipulated by external partner

All clauses in Research Agreements which demand publicity (such as Canada Foundation for Innovation (CFI), Nova Scotia Research and Innovation Trust (NSRIT)) will be satisfied by the researcher with the support of the RAO and CBU media relations. Failure to fulfil this requirement **may result** in denial of future research proposals and agreements by the ORGS.

9. REFERENCES

During the drafting of this policy, policies from the following were reviewed and adapted.

- Saint Mary's University[†]
- Saint Francis Xavier University
- Dalhousie University
- University of Prince Edward Island
- PWGSC Supply Manual
- Simon Fraser University
- Memorial University
- University of New Brunswick
- University of British Columbia
- Queen's University

[†] The SMU policy was used (with permission from the Dean of Research and Graduate Studies at SMU) as a starting point and template in developing this policy.

APPENDIX A: TIMELINES FOR RESEARCH PROPOSALS

Note the following are recommended procedures for research proposals. If a PI fails to meet an internal deadline, the proposal may not be submitted at the discretion of the DRGS and the VPA.

1.0 General Timelines

- 1) PI informs the RAO or ILO of his or her intent to submit a research proposal or agreement.
- 2) PI is responsible for the preparation of the proposal including a budget for all direct costs. PI works with the RAO or ILO to determine indirect costs and in-kind contributions. RAO and ILO are available for help and to offer advice in the preparation of the proposal or agreement.
- 3) At least **1 month** prior to the external deadline, PI submits draft of proposal to RAO or ILO for review. RAO or ILO provides initial advice to Dean of Research and Graduate Studies.
- 4) PI submits full final proposal or agreement to the RAO or ILO. For funders with a specific deadline, this must be submitted at **least 2 weeks** prior to the external deadline.
- 5) The RAO or ILO reviews and advises DRGS.
- 6) The RAO or ILO secures internal signatures (School Dean[s], DRGS, VPA, VPF, President as appropriate).
- 7) The RAO or ILO submits the proposal or agreement to the external funder.

2.0 Canada Foundation for Innovation (CFI) Projects

- 1) **6 – 12 months** prior to the CFI deadline, PI meets with the RAO to discuss project. It is important that the project identified is a priority within the Departmental and School Academic Plans.
- 2) RAO and PI meet with CFI Management Committee (DRGS, School Dean, Director of Facilities Management [DFM], Manager of Financial Compliance & Ancillary Operations) to outline project and space needs.
- 3) CFI Management Committee decides whether project fits with Strategic Research Plan and Academic Priorities.
- 4) At least **4 months** prior to CFI deadline, space allocated for project.
- 5) DFM prepares budget for proposed renovations.
- 6) At least **3 months** prior to CFI deadline, PI provides full budget to DRGS.
- 7) DRGS briefs and advises VPA and VPF, clearly outlining CFI contribution, NSRIT contribution, other partners' contributions and CBU contributions.

- 8) Upon approval of VP(s), PI prepares full application. RAO offers advice and help as needed; however, the PI is responsible for preparation of the full application.
- 9) At least **1 month** prior to the CFI deadline, PI submits complete application to RAO.
- 10) RAO reviews application, advises the DRGS, and obtains all internal approvals (School Dean[s], DRGS, VPA, VPF, President as appropriate).
- 11) RAO submits application to CFI and notifies NSRIT of submission and potential request.
- 12) RAO works with the PI to write NSRIT application for matching funds. RAO submits the application on behalf of the researcher and CBU.
- 13) For successful applications:
 - a) FO finalises award with researcher.
 - b) RAO reports on CFI and NSRIT, coordinates researcher's reports and media promotion.

3.0 SSHRC Partnership Grants, applications with budgets over \$500,000, and applications which require CBU cash contributions

- 1) PI meets with the RAO to discuss project.
- 2) RAO and PI meet with School Dean(s) and DRGS to outline project.
- 3) At least **3 months** prior to external deadline, PI provides full budget to DRGS.
- 4) DRGS briefs and advises VPA and VPF clearly outlining partners' contributions and CBU contributions.
- 5) Upon approval of VPA and VPF, PI prepares full application. RAO offers advice and help as needed; however, the PI is responsible for preparation of the full application.
- 6) At least **1 month** prior to the external deadline, PI submits complete application to RAO.
- 7) RAO reviews application, advises the DRGS, and obtains all internal approvals (School Dean[s], DRGS, VPA, VPF, President as appropriate).
- 8) RAO submits application.

APPENDIX B: RAO, ILO AND RO RESPONSIBILITIES

This appendix provides specific examples of areas of responsibilities of the RAO, ILO and RO in relation to Research Agreement support; it is not intended to provide an exhaustive list. Applicants are encouraged to discuss proposals with the RAO and ILO early on in the proposal development.

RAO:

- All tri-council research grants (CIHR, NSERC, SSHRC)
- Nova Scotia Health Research Foundation grants
- Cape Breton Health Research Centre grants
- CFI and NSRIT applications
- Provides advice on structure and content of proposal including budgets
- Does **NOT** write proposal
- Obtains necessary internal signatures
- Submits application to external funder
- Coordinates institutional grant submissions, nominations, and institutional letters of support for research proposals

ILO:

- NSERC Partnership grants (Engage, Interaction Grants, I2I, Collaborative Research and Development Grants)
- Research Contracts
- Research Services Contracts
- Research Grants with commercial or private sector funders
- Commercialization of university developed IP (including disclosure agreements, licence agreements, etc.)
- Technology transfer (Transitioning of technologies from university to industry partners)
- Advises on and initiates Intellectual Property protection
- Provides advice on structure and content of proposal including budgets
- Does **NOT** write proposal

- Obtains necessary internal signatures
- Submits application or contract to external funder

RO:

- Internal Research (RP) Grants
- Research Ethics
- Animal Care
- NSERC/SSHRC/CIHR Postgraduate Scholarships
- NSERC USRA

APPENDIX C: INTERNAL PROPOSAL APPROVAL SHEET



**CAPE BRETON
UNIVERSITY**

Application/Proposal Submitted for Approval

Application Date

Principal Applicant:

CBU Co-applicant:

External Co-applicant:

Funding Agency	Type of Grant:	Amount Applied for
Title		

CBU Contribution to Project, Cash/in-kind

Comment Re CBU Contribution

Contribution from other Source

Comments

Date received by _____

Resubmission Date _____

REB Approval Required ACC Approval Required

Reviewed by: _____/ILO, ORGS: _____ Date _____

Approved by School Dean: _____ Date _____

Approved by Dean, Research &GS : _____ Date _____

Institutional Approval: _____ Date _____

Date Submitted to Funding Agency _____ Submitted By _____

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