

UNIVERSITY OF MANITOBA POLICY

Policy:	RESEARCH AGREEMENTS
Effective Date:	June 20, 2006
Revised Date:	February 3, 2014
Review Date:	June 20, 2016
Approving Body:	Board of Governors
Authority:	
Responsible Executive Officer:	President
Delegate:	Vice President (Research and International) and Vice-President (Administration)
Contact:	Director, Office of Research Services
Application:	All Employee Groups; External Parties – Adjunct Professors and Nil-Salaried Appointments

Part I Reason for Policy

- 1.1 To set out the principles under which the University will enter into Research Agreements.
- 1.2 To set out the responsibilities of Principal Investigators performing research and research-related activities on behalf of the University under Research Agreements.

Part II Policy Content

Definitions

- 2.1 Research Agreement means a legally enforceable agreement containing contractual terms and obligations between the University and a sponsor or provider of materials with respect to the performance of research and research-related activities or the use of materials.

2.2 Research Agreements include:

- (a) Research Contracts: agreements between the University and a sponsor to perform research and research-related activities on behalf of the sponsor, in exchange for payment of costs. Research Contracts include, among other things:
 - (i) Clinical Research Agreements: agreements between the University and a sponsor to perform, on behalf of the sponsor and in exchange for payment of costs, health research which is conducted on human beings predominantly patients; and
 - (ii) Clinical Trial Agreements: agreements between the University and a sponsor to perform, on behalf of the sponsor and in exchange for payment of costs, prospective biomedical or behavioral research on human subjects, predominantly patients, designed to answer specific questions about biomedical behavioral interventions.
- (b) Material Transfer Agreements: agreements between the University and a provider of material governing how, when and for what purpose the material that is being provided can be used.

2.3 Research Agreements are not:

- (a) Research Grants: funds that are awarded by a sponsor to perform research and research-related activities without contractual terms of obligations; or
- (b) Technical Service Agreements: agreements that do not involve the undertaking of research but rather the use of existing knowledge, skills or expertise to provide a service for a sponsor.

2.4 Principal Investigator means the individual or individuals, including the co-investigator(s) who is/are primarily responsible for carrying out the research and research-related activities under the terms of the Research Agreement.

Principles Guiding the Acceptance of Research Agreements

2.5 Research Agreements must adhere to the following principles in order to ensure the ability of academic staff members and students to pursue learning and research freely, and to ensure that knowledge is disseminated and intellectual property is developed with concern for the public interest;

- (a) The design, direction and conduct of the research shall remain with the University, as developed through the Principal Investigator.
- (b) The academic progress of students participating in research, under a Research Agreement, must not be impeded.

- (c) The University prohibits secret or classified research. The University, through the Principal Investigator, shall be free to present or publish fully the results of research under Research Agreements subject to:
 - (i) Protecting intellectual property rights arising out of the research, in which case, time for securing appropriate protection may be given, provided that:
 - (A) The University, through the Principal Investigator, shall, in any event, be free to fully present or publish the research results not more than twelve (12) months from the submission of the final report to the sponsor; and
 - (B) The timely submission to and acceptance by the Faculty of Graduate Studies of the thesis of a graduate student participating in the research shall not be delayed nor shall the University's freedom to select thesis examiners be affected.
 - (ii) Maintaining confidentiality of the information and providing for a short delay (normally not to exceed 60 days) in publication of the research results only in order to allow the sponsor or provider provided confidential information pursuant to the Research Agreement.
- (d) The University shall normally retain ownership of all intellectual property developed in the performance of the research, such intellectual property to be handled in accordance with University of Manitoba Board of Governors Intellectual Property Policy. Sponsors are normally granted a non-exclusive royalty-free license for their non-commercial use, subject to negotiated terms and conditions.
- (e) For research involving human subjects, the University, through the Principal Investigator, shall be free to disclose safety concerns that arise during the research to the research participants or their guardians, sponsors, Research Ethics Boards and regulators if and when, at the discretion of the University, through the Principal Investigator, such disclosure is necessary to protect the health of the research participants. Where applicable, Research Agreements shall also provide suitable mechanisms for termination, if and when the University, at its discretion, deems termination necessary to protect the health of the research participants.

Responsibilities of Principal Investigators under Research Agreements

- 2.6 The Principal Investigator under a Research Agreement is responsible for ensuring compliance with relevant terms and conditions of the Research Agreement and with applicable University policies, including:
- (a) performing the work as stipulated and described in the Research Agreement and submitting reports and other deliverables in the form and by the dates specified in the Research Agreement;
 - (b) ensuring that all persons, particularly students and other trainees (i.e., postdoctoral fellows), working under the Research Agreement are aware of and agree to comply with all applicable terms and conditions, particularly those relating to publication, confidentiality and intellectual property;
 - (c) ensuring that the University's educational commitment to its students is maintained. Students and other trainees working under a Research Agreement must be allowed to develop research projects or programs in accordance with normal academic criteria. In particular, their research projects or programs should not be changed solely by reason of the Research Agreement. Students should not be coerced nor should they undertake to participate in research under a Research Agreement if progress in their degree programs will be significantly delayed;
 - (d) authorizing expenditures in accordance with the budget outlined in the Research Agreement and the policies and procedures of the University, notably, Policy "Financial Administration and Control of Research and Special Fund Accounts";
 - (e) ensuring that appropriate unit administrative officers (i.e., department head, dean/director) and the Office of Research Services are informed as soon as possible of any circumstance which could prevent the satisfactory completion of the Research Agreement; and
 - (f) complying with other relevant University governing documents including University Policies "Additional Academic Appointments for Full-Time Academic Staff", "Conflict of Interest", "Responsible Conduct of Research", "Code of Research Ethics", "Animal Care and Use", and "Ethics of Research Involving Humans".

Part III Accountability

- 3.1 The Office of Legal Counsel is responsible for advising Vice-President (Research and International) that a formal review of this Policy is required.

- 3.2 The Vice-President (Research and International) is responsible for the implementation, administration and review of this Policy.
- 3.3 All Employees and External Parties - Adjunct Professors and Nil-Salaried Appointments are responsible for complying with this Policy.

**Part IV
Authority to Approve Procedures**

- 4.1 The Vice-President (Research and International) may approve Procedures, if applicable, which are secondary to and comply with this Policy.

**Part V
Review**

- 5.1 Governing Document reviews shall be conducted every ten (10) years. The next scheduled review date for this Policy is June 20, 2016.
- 5.2 In the interim, this Policy may be revised or repealed if:
 - (a) the Vice-President (Research and International) or the Approving Body deems it necessary or desirable to do so;
 - (b) the Policy is no longer legislatively or statutorily compliant; and/or
 - (c) the Policy is now in conflict with another Governing Document.
- 5.3 If this Policy is revised or repealed all Secondary Documents, if applicable, shall be reviewed as soon as possible in order that they:
 - (a) comply with the revised Policy; or
 - (b) are in turn repealed.

**Part VI
Effect on Previous Statements**

- 6.1 This Policy supersedes all of the following:
 - (a) all previous Board of Governors/Senate Governing Documents on the subject matter contained herein; and
 - (b) all previous Administration Governing Documents on the subject matter contained herein.

Part VII
Cross References

- 7.1 This Policy should be cross referenced to the following relevant Governing Documents, legislation and/or forms:
- (a) Policy: [Financial Administration and Control of Research and Special Funds](#)
 - (b) Policy: [Additional Academic Appointments for Full-time Academic and Support Staff](#)
 - (c) Policy: [Conflict of Interest](#)
 - (d) Policy: [Responsible Conduct of Research](#)
 - (e) Policy: [Code of Research Ethics](#)
 - (f) Policy: [Animal Care and Use](#)
 - (g) Policy: [Ethics of Research Involving Humans](#)