

POLICY



CATEGORY	D Student and Academic	
SUBJECT	Applied Research	
POLICY NUMBER	D9	
CROSS REFERENCE	D38 Responsible Conduct of Research A20 Institutional Animal Care and Use D44 Research Involving Animals D45 Research Involving Humans	
ADMINISTRATIVE SERVICES COMMITTEE		ACADEMIC COUNCIL
March 19, 2018		
POLICY STATEMENT		
<p>This policy outlines the oversight for applied research activity as well as the process undertaken to develop and approve new research projects and programs. This policy applies to Applied 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 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. Fostering innovation and providing opportunities for the College's faculty, students, and partners in business, industry, and public service to participate in applied research are important roles for Colleges as specified in the Province of Alberta Post-Secondary Learning Act (Section 103.2). In support of this mandate, the College's emphasis is on applied research. Olds College shall be the premier Canadian integrated learning and applied research community specializing in Agriculture, Horticulture, Land and Environmental Stewardship.</p>		
DEFINITIONS		
<p>Research: an undertaking intended to extend knowledge through a disciplined inquiry and/or systematic investigation Applied research: conducted to discover knowledge with an identifiable and immediate practical application. This form of research tends to be more focused on the identification of practical solutions or applications. In general, applied research lends itself more readily to third-party support, including financing from the private sector, granting councils, and communities.</p> <p>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.</p> <p>Intellectual property: includes, but is not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plan specifications, models prototypes, inventions, patterns, samples, designs, or know-how, whether patentable or not.</p> <p>Researcher: any persons undertaking research, including faculty, staff, students, visitors and contractors.</p> <p>Principal researcher/investigator: the holder of an independent grant administered by the college and the lead researcher for the project.</p> <p>Direct expenses: the direct resources required to complete a research contract 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, and other costs directly related to contract delivery.</p>		

Departmental overhead: ongoing administrative expenses that cannot be attributed to any specific contract, to cover the costs of administrative support in developing, processing and supporting research contracts. Indirect costs may include allocations from supporting departments.

GUIDELINES

The Olds College Centre for Innovation (OCCI) is the primary department of applied research at Olds College. The main purpose of applied research at Olds College is to provide research solutions to industry problems while increasing exposure of students to research methodology and technologies for enhanced learning. The criteria used for assessing priority areas for research at OCCI are:

- Alignment with industry and regional priorities
- Availability of funding
- Qualified personnel
- Complementary facilities and equipment
- Alignment with academic programming

OCCI enters into research contracts which are consistent with the College's mission, vision and values, for which the required expertise, facilities, and services are available, and when mutually acceptable terms and conditions can be negotiated. Research 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.

General:

1. The College assigns responsibility for the oversight and coordination of research to the Vice President responsible for Applied Research, and provides the support services to carry out this responsibility. The Vice President must have full knowledge of any research being conducted with impacts in terms of safety, human ethics, humane treatment of animals or environmental impact. Please refer to Olds College Policy D38 Responsible Conduct of Research, Policy A20 Institutional Animal Care and Use, Policy D44 Research Involving Animals and Policy D45 Research Involving Humans.
2. OCCI acts as the Research Grants Office at Olds College.
3. Where outside organizations are involved, Olds College will ensure that the research results are not utilized as an Olds College endorsement of a product or a process unless written authorization is given by the Olds College President.

Financial:

1. Olds College provides the infrastructure for financial reporting and accountability required by research projects and funding agencies. Providing and maintaining the financial reporting infrastructure is the responsibility of Business Services in consultation with OCCI staff.
2. Research grant applications, research grant agreements and research contracts are to be signed by the appropriate signing authority. Management of the grant terms and compliance with the terms and conditions is the responsibility of the signing authority. This includes the timely submission of required progress reports.
3. OCCI is expected to manage overall revenue and to recover direct expenses and departmental overhead from research grants, contracts and partnership agreements.
4. Olds College provides a General Research Fund account in order to carry forward any residual grant funds from prior years. Such funds, should they be awarded to Olds College, will be held in trust for the funding agency and will be used to enhance the quality of research as specified by the granting agency.
5. The contract specifies the frequency of, or the dates on which, financial reports (statements of expenditures) are required. Business Services is responsible for the preparation and timeliness of the financial reports as per the terms of the grant.

Personnel:

1. Olds College and its researchers shall comply with all relevant policies of the College and any funding body as well as all legal requirements, including Policy D38 Responsible Conduct of Research and the confidentiality and intellectual property policy provisions of the College, the contracts and the research granting bodies' requirements.
2. Research personnel are employed in accordance with the College's Human Resource policies and Collective Agreements.

IP and Confidentiality:

1. Decisions on intellectual property generated through applied research projects will be referred to Intellectual Property provisions (outline in Procedures below).
2. Olds College provides safeguards, as is reasonably practicable, to protect the sensitive and confidential information entrusted to it and abides by funding agency data protection requirements as determined in any agreements entered into between Olds College and a funding agency. Information and data generated through applied research will be managed in a confidential manner as set out in Olds College Policy D38 Responsible Conduct of Research.

Compliance with Regulations:

1. Applied research involving humans will be subject to an Ethics Review Board as set out in Olds College Policy D45 Research Involving Humans.
2. Research activities involving animals will be subject to review and approval by the Institutional Animal Care and Use Committee as set out in Olds College Policy A20 Institutional Animal Care and Use and Policy D44 Research Involving Animals.
3. Environmental impact assessments will be carried out as required.
4. All research involving biohazards shall be reviewed and approved by a Biosafety Officer before funds shall be released or work commenced. The Biosafety Officer shall use as a minimum standard the Public Health Agency of Canada's Laboratory Biosafety Guidelines.

IMPLEMENTATION AND ADMINISTRATIVE RESPONSIBILITY

VICE PRESIDENT Responsible for: Applied Research

REVIEW PERIOD: 5 years

PROCEDURE



SUBJECT AND POLICY NUMBER:	Applied Research D9
VICE PRESIDENT Sign Off Date:	March 19, 2018

The following procedures are intended to outline 1) oversight for applied research activity and 2) the process to develop and approve new research projects and programs.

OVERSIGHT

Administrative:
The College assigns responsibility for the oversight and coordination of research to the Vice President responsible for Applied Research, and provides the support services to carry out this responsibility. The Vice President must have full knowledge of any research being conducted with impacts in terms of safety, human ethics, humane treatment of animals or environmental impact.

Financial:
The College assigns responsibility for reporting and record keeping to the department to Business Services. Business Services will keep full accounting records for the purposes of financial reporting and auditing as required by law and contract requirements.

Research:
The College assigns responsibility for the direction of all research and for meeting financial requirements to the Director of OCCI. The Director must have full knowledge of any research being conducted with impacts in terms of safety, human and animal ethics, humane treatment of animals, environmental impact and personnel. The Director has the responsibility, to the best of their ability, to ensure that research undertaken, proposed or considered does not harm the College or its brand. The Director has the responsibility to ensure, to the best of their ability, that the companies, clients and third-parties considered for research partnerships are morally and ethically aligned with the College's responsibilities and mandate, that the research projects being considered align with the College's research strengths and capacities, and that the researchers understand the potential impacts on the College of any research undertaken or considered.

Project and Program:
Oversight for individual projects and programs are the responsibility of the Principal Researcher. 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.

PROCESS TO DEVELOP AND APPROVE NEW RESEARCH PROJECTS AND PROGRAMS

Contract Management Procedure:

1. The researcher is responsible to collect relevant information required for conducting proper due diligence with potential industry partners. Any party making a proposal involving Olds College does so with the understanding that if approved, they must be prepared to undertake a formal contract.
2. If the due diligence process indicates that the project and the partner are a good fit for Olds College, the Researcher will finalize the contract which will include a detailed budget, timelines, and deliverables. Research contracts must conform to all relevant College policies, practices, procedures, and regulations. Contracts must lay out in detail the division of authority, responsibility, and such other considerations that are unique to the project.
3. The existing Service Agreement and Research Agreement templates should be used to ensure uniformity of contracts as much as possible. The template agreements may change from time to time, but will retain the provisions for equipment, budget, payments, confidentiality, inter alia.

4. Title to capital equipment, if any, is specified in the agreement. The College prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
5. The budget will be designed, to the best of the Principal Researcher's ability, to ensure that all costs for personnel time, materials, external contracts, equipment and materials, etc. are fully covered by the contract revenues, to fulfill the College expectations that all research projects and programs are at a minimum revenue-neutral. Where appropriate these costs should include a reasonable allocation for administration and support services costs (e.g. information technology, financial support and administrative support).
6. 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 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.
7. 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.
8. The requirements for confidentiality are written into the individual contracts for each project or program, as well as the expiration date of any confidentiality commitment. In general, it is best for the College and its officers to refrain from entering into binding confidentiality agreements prior to entering into research contracts. Information exchanged during the due diligence phase of the process to develop new research projects and programs should be freely available in the public domain, not secret and with no confidentiality expectation. Once a research contract is considered, the absolute expiry date for confidentiality commitments should be written into the contract. Typically, this is no more than 2 years from the date of signing. The confidentiality commitments by both parties (expected) are stated in the current Service Agreement and Research Agreement.
9. Intellectual Property (IP), as defined in the Definitions section is considered in 2.2 below. In general, IP commitments are stated in the current Research Agreement. Therefore, the College does not enter into IP agreements except through Research Agreements. The Service Agreement contract has no provision for IP as it is expected that no IP will be generated by the College for service work.
10. Once the contract's terms have been negotiated and the formal documents prepared, these are to be approved, in writing, by the Principal Researcher, the Director of OCCI and/or the Vice President responsible for Applied Research, within their financial limits.
11. 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.
12. The signature of the Director or Vice President responsible for Applied Research, 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.
13. 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.
14. Research Contracts involving faculty workload release require the approval of the Dean before the Research Contract is finalized.
15. The signed original copy of the Research contract is sent to the College Finance Office.
16. The Director will be responsible to oversee the monitoring and evaluation of ongoing and completed projects. Standard project management procedures will be used to ensure the project is planned, implemented, and evaluated appropriately.

Intellectual Property:

There are four IP scenarios considered in this document.

1. IP is owned by a College staff member prior to employment by the College. In this scenario, the College has no right or privilege to the IP.

2. IP is developed by a College staff member during their employment at the College, but the IP is developed completely independently from College time or resources and without access to College resources or facilities and without connection to the staff member's duties or function at the College. In this scenario, in which the College can demonstrate no connection whatsoever to the IP, the College has no right or privilege to the IP. (Example: a Land and Resources Instructor, in the evenings, invents a musical instrument.)
3. IP is developed by a College staff member during their employment at the College outside of a research contract with a third party and using College resources. In this case, the College has first right of refusal to ownership of the IP. If ownership is accepted, the College declares that it intends to pursue full financial and legal obligations to IP ownership (e.g. pursuing patenting declarations in multiple jurisdictions including paying for filing and maintenance costs, etc.). If ownership is refused, the College forever relinquishes the right to own or profit from the patent. The decision to declare or refuse ownership must be made in writing within 60 days of a formal notice by the inventor(s) by email to the Vice President responsible for Applied Research. (Example: a researcher with access to a chemistry lab invents a new catalyst.)
4. IP is developed by College staff member(s) during a research project or program with a third party. In this case, the IP requirements are defined in the Research Agreement. Two scenarios are possible. A. The research contract falls under the IP provisions and guidance of the Tri-Council (Natural Sciences and Engineering Research Council (NSERC); Social Sciences and Humanities Research Council (SSHRC); Canadian Institutes of Health Research (CIHR)). In this case, such as with NSERC-funded project for example, the IP agreement must satisfy the current Tri-Council requirements. For reference, please refer to the following link.
http://www.nserc-crsng.gc.ca/NSERC-CRSNG/policies-politiques/ip-pi_eng.asp The Tri-Council IP agreement requirements may change from time-to-time. B. The research contract does not fall under the IP provisions and guidance of the Tri-Council. In this case, the IP agreement should adhere as closely as possible to scenario A (this paragraph) for consistency, but may contain differences that are required or requested by the third-party companies entering into the Research Agreement.
In both scenarios A and B (this paragraph), College staff agree, prior to entering into a Research Agreement, to reasonably provide review and signatures for assignment, ownership and associated licensing and royalty documents.