

APPLIED RESEARCH

This procedure is governed by its parent policy. Questions regarding this procedure are to be directed to the identified Procedure Owner.

Category:	D. Student / Academic
Parent Policy:	D09
Approval Date:	March 19, 2018
Effective Date:	March 19, 2018
Procedure Owner:	Vice President, Research

Overview:	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.
Procedures:	<p>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.</p> <p>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.</p> <p>Research: The College assigns responsibility for the direction of all research and for meeting financial requirements to the Director of OCCl. 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.</p> <p>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</p>

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.

Definitions:

Related Information:

D38 Responsible Conduct of Research
 A20 Institutional Animal Care and Use
 D44 Research Involving Animals
 D45 Research Involving Humans

Review Period:

3 years

Revision History:

New: November 2013
 Revised: March 2018