

APPLIED RESEARCH PROCEDURE

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

Category:	H. Research
Parent Policy:	H02
Approval Date:	June 14, 2024
Effective Date:	June 14, 2024
Procedure Owner:	Vice President, Research

Overview:	<p>The following procedures are intended to outline:</p> <ol style="list-style-type: none"> 1. Oversight for applied research activity. 2. The process to develop and approve new research projects and programs.
Procedures:	<p>Administrative</p> <p>The College assigns responsibility for the oversight and coordination of research to the Vice President responsible for Research, and provides the support services to carry out this responsibility. The Vice President responsible for Research must have full knowledge of any research being conducted with impacts in terms of safety, human ethics, humane treatment of animals and/or the environment.</p> <p>Financial</p> <p>OCCI is responsible for the preparation of required Financial Reports related to applied research projects for the respective funding organizations or clients. The College assigns responsibility for record keeping to the department of Business Services. Business Services will keep full accounting records for financial reporting and auditing as required by law and contract requirements.</p> <p>Research</p> <p>The College assigns responsibility for the direction of all research and for meeting financial requirements to the Vice President responsible for Research. The Director of OCCI, in addition to the Vice President responsible for Research, 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 Vice President responsible for Research, and the Director of OCCI, have joint responsibilities, to the best of their ability, to ensure that research undertaken, proposed or considered does not harm the College or its brand. The Director of OCCI has the responsibility to ensure, to the best of their ability, that the companies, clients and third-parties considered for research partnerships are</p>

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 and scope for individual projects are the responsibility of the Principal Researcher or assigned Project Lead. When expenditures must conform to an approved budget, the Principal Researcher or assigned Project Lead are responsible for ensuring that funding requirements are understood and spending is 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 and Requirements

1. The Principal Researcher is responsible to collect relevant information required for conducting proper due diligence with potential industry partners. Any party making a proposal involving the 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 the College, the Principal Researcher or assigned Project Lead will finalize the agreement which will include a detailed budget, timelines, and deliverables. Research Agreements must conform to all relevant College policies, practices, procedures, and regulations. Agreements must lay out in detail the division of authority, responsibility, and other such considerations that are unique to the project.
3. The Research Agreement template 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 including, but not limited to equipment, budget, payments, confidentiality among other things.
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 or assigned Project Lead's ability, to ensure that all costs for personnel time, materials, external contracts, equipment and materials, etc. are fully covered by the Research Agreement 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 direct overhead costs.
6. The agreement 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 agreement 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 may be outlined during preliminary discussions through the signing of an approved confidentiality agreement. In addition or in lieu of confidentiality agreements, the further confidentiality requirements are written into the individual agreements 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. Once a Research Agreement is considered, the absolute expiry date for confidentiality commitments must be written into the contract. The confidentiality commitments by both parties (expected) are stated in the current Research Agreement.
9. Intellectual Property (IP), as defined in the Definitions section is considered in "Intellectual Property" 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.
10. Once the agreement'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 Research, within their financial limits. The signature of the Director of OCCI or Vice President responsible for Research indicates that the College will accept and administer the funds in accordance with the granting agency's or client's terms and conditions, and in accordance with the College's policies and procedures. Any amendment required to the agreement will follow the same review and approval process as outlined above.
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 agreement's terms and conditions including its ownership and publication provisions.
12. The Principal Researcher, and any other faculty or staff member whose services are committed, must be consulted throughout negotiations. The Principal Researcher's consent is required as a prerequisite to accepting the contract.
13. Research Agreements involving faculty workload release require the approval of the faculty member's respective Dean before the agreement is finalized.
14. The signed original copy of the Research Agreement is sent to the College's Business Services through the appropriate contract management system.
15. The Director of OCCI is 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.

16. Financial management and reporting of the contract by Business Services will be facilitated by procedures outlined in the Externally Restricted Contributions Policy.

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 Agreement 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 IP. 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 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); or the Canadian Institutes of Health Research (CIHR)). In this case, such as with NSERC-funded projects 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/i-p-pi_eng.asp The Tri-Council IP agreement requirements may change from time-to-time.
 - b. The Research Agreement 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 4. (a) (this paragraph) for consistency, but may contain differences that are required or requested by the third-party companies entering into the Research Agreement and as outlined in the agreement.

Compliance with Regulations:

1. All applied research involving humans will be required to undergo a Research Ethics Board review, as set out in the Research Involving Humans Policy.
2. Research activities involving animals will be required to undergo review and approval by the Institutional Animal Care and Use Committee, as set out in the Institutional Animal Care and Use Policy, and the Research Involving Animals Policy.
3. Environmental impact assessments will be carried out as required to ensure College assets are not negatively impacted as a direct result of research activity.
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.

Personnel

1. The College and its researchers shall comply with all relevant policies of the College and any funding body as well as all legal requirements, including the Responsible Conduct of Research Policy and the confidentiality and intellectual property policy revisions of the College, the agreements and the research sponsors' requirements.
2. Research personnel are employed or appointed in accordance with the College's People and Culture policies, Collective Agreements, and procurement policies.
3. In both scenarios, 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:

Applied research: An undertaking intended to extend our understanding through a disciplined inquiry and/or systemic investigation, 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.

Research agreement: 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(s) within a specified time frame and specifies ownership, preferential use, and/or control of the research results or publication of the research results.

Intellectual property: Includes, but is not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plan specifications, model prototypes, inventions, patterns, samples, designs, or know-how, whether patentable or not.

Direct overhead: Ongoing administrative expenses that cannot be attributed to any specific Research Agreement, to cover the costs of administrative support in developing, processing and supporting Research Agreements. Indirect costs may

Related Information:
Review Period:
Revision History:

<p>include allocations from supporting departments.</p> <p>Due diligence: Reasonable steps taken by the Principal Researcher during preliminary project discussion with potential industry partners or sponsors, to ensure that legal requirements, intellectual property aspects, resource management, regulatory compliance and alignment with the College’s priority areas are satisfied. Adequate personnel and resources to support the proposed activities must also be confirmed during the due diligence process.</p> <p>Researcher: Any persons undertaking research, including faculty, staff, students, visitors and contractors.</p> <p>Principal researcher/investigator/project manager/project lead: The lead researcher for the project responsible for carrying out the research activities outlined in the agreement.</p>
<p>F10 Externally Restricted Contributions F21 Signing Authority for Contractual Obligations B05 Institutional Animal Care and Use H03 Research Involving Animals H04 Research Involving Humans</p>
<p>3 years</p>
<p>Revised March 2018 Revised June 2024</p>