



Contracts for Research, Scholarly Activity, and Scholarship Procedure	
Parent Policy: Support for Research, Scholarly Activity, and Scholarship Policy	
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Procedure Administrator: Associate Vice President, Teaching, Learning, and Research	Review Period: 5 years
Associated Documents:	

PURPOSE

This procedure outlines the conditions under which Red Deer Polytechnic enters into Research, Scholarly Activity, and Scholarship contracts and the standards for such contracts.

Contracts entered into by recognized Research Centres are addressed in the Research Centres Procedure (under development).

Grant agreements and grant-related matters are addressed in the Research Grant Management Procedure.

PROCEDURE

Negotiation and Authority to Sign

1. The authority to execute contracts is delegated by the Polytechnic to certain executive officers of the Polytechnic. Individual faculty, staff, or students are not authorized to contract on behalf of the Polytechnic without formal delegation of this signing authority.
2. The Principal Investigator, and any other faculty or staff member whose services are committed, is consulted throughout negotiations. The Principal Investigator's consent is required as a prerequisite to accepting the contract.
3. Research, Scholarly Activity, or Scholarship contracts involving faculty workload release require the approval of the Dean, in consultation with the Associate Dean, or the Administrative Supervisor before the contract is finalized.

4. When a Research, Scholarly Activity, or Scholarship contract opportunity is identified, the Vice President Academic and Provost and the faculty or staff member meet to evaluate the opportunity and identify a negotiator for the Polytechnic.
5. The negotiator works with the sponsor to negotiate a draft contract or to submit an application in response to a request for proposal. All such draft contracts or applications are reviewed by Finance prior to submission to confirm compliance with Polytechnic policies and procedures.
6. A draft contract is reviewed, finalized and signed by the Vice President Academic and Provost, within financial limits, with an original copy sent to Finance.
7. All contract documents will be held confidentially and accessible only to those members of the Polytechnic community who require such access for business purposes.

Content of Contracts

1. Research Specifications - The research specifications are reasonable and practicable with respect to time, facilities, and other required resources. The scope of the research may be affected or limited by the price the sponsor is able or prepared to pay.
2. Level of Detail - The research statement is sufficiently detailed to permit an informed assessment of the demands the research will place on facilities and equipment, review for ethics, and to judge the adequacy of the contract price.
3. Time Frame - The time frame for the research is reasonable and practical. The time frame may be affected by the availability of facilities and services, staff time, and any teaching, research, or other obligations of the researcher involved.
4. Contract Price - Commonly, the contract price is sufficient to cover the project's direct expenses and associated departmental overhead. However, the Polytechnic may be prepared to negotiate cost-sharing or other favorable pricing arrangements based on compensating/off-setting benefits. These arrangements require review by Finance and written approval by the Vice President Academic and Provost, within financial limits.
5. Ownership of Results - The ownership of the research results is negotiated on the basis of the value of the compensation received. Arrangements may vary. In some instances, the sponsor may obtain outright title (subject to the Principal Investigator's/Polytechnic's right to publish); in other instances, the sponsor may obtain the right to a license, or the Polytechnic may retain an interest in the commercialization of the results.
6. Publication – Subject to negotiation with the research partner, the research results are to be publishable in accordance with the Polytechnic's Integrity in Research, Scholarly Activity and Scholarship Policy, Intellectual Property Policy and any other related policies.
7. Disclosure – The contract notifies the client that the Polytechnic will include basic information about the project in its required reporting to the government.

8. Research Reports - The contract specifies the frequency of, or the dates on which, progress or final reports are required. The Principal Investigator is responsible for the preparation, content, style, number, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the contract. The official Polytechnic copy is deposited with Finance.
9. Polytechnic Financial Reports - The contract specifies the frequency of, or the dates on which, financial reports (statements of expenditures) are required. Finance is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
10. Personnel - Personnel are employed in accordance with the Polytechnic's People and Culture policies and Collective Agreements. There may be no commitment to continue employment beyond the term of the contract.
11. Equipment - Title to capital equipment, if any, is specified. The Polytechnic prefers to retain title but the requirements of some sponsors, particularly government, to obtain title can be accommodated.
12. Budget - If expenditures are to conform to a budget, Finance must be prepared to assume responsibility for ensuring that financial policies are followed, line items are adhered to and for obtaining, in advance and in writing, the necessary approvals for budget changes.
13. Payment - The contract specifies the manner in which the Polytechnic will be paid. The Polytechnic 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 (of 10% of the total contract price) upon receipt of a final report and/or statement is acceptable. The Polytechnic must not be required to carry the research costs for an extended period of time.
14. Renewal/Termination - 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 Polytechnic must be paid for costs incurred or committed up to the date of termination.
15. Acceptance and Approval - Once the contract's terms have been negotiated and the formal documents prepared, these are to be approved, in writing, by the Principal Investigator, the Dean in consultation with the Associate Dean, and the Vice President Academic and Provost.
16. Principal Investigator's Signature - The Principal Investigator's signature constitutes an acceptance of responsibility for the ethical, technical, and scientific conduct of the research. This signature is also the Principal Investigator's acceptance of the contract's terms and conditions, including its ownership and publication provisions.
17. Dean's Signature – The Dean's signature, in consultation with the Associate Dean, constitutes an approval of the undertaking of the research; an assurance that the research

is consistent with and will benefit the Department/School's teaching and learning, research, and public service mandates; an assurance that the research can and will be accommodated within the constraints of the facilities and services currently available; an assurance that the direct costs of equipment, personnel, supplies and services used for the research can and will be recovered from contract funds; and an assurance that the research will not conflict with the researcher's responsibilities to the Polytechnic.

18. Execution/Polytechnic Signature - The signature of the Vice President Academic and Provost within their financial limits as specified in the Delegation of Signing Authority procedure, is required to finalize the contract. The signature indicates that the Polytechnic will accept and administer the contracted funds in accordance with the terms and conditions and in accordance with the Polytechnic's policies and procedures. The signature indicates acceptance of any cost-sharing or favorable pricing, if applicable.

Monitoring of Projects and Funds

1. The Office of Research and Scholarship or the School advises Finance that certification has been obtained (Research Ethics Board approval, animal care committee approval, biosafety officer approval, and any other required certifications) and that funds may be released. Finance releases funds to the researcher only when the necessary certification requirements are met. If the activities involving human participants or animals will take place in the future and certification is not in place yet, a part of the funds may be released to cover only expenses to be incurred before human participants or animals are involved.
2. Research projects are regularly monitored (at minimum once a year) by the Office of Research and Scholarship to ensure ongoing progress and compliance with certification requirements. It is the duty of all researchers to advise the Office of Research and Scholarship of any changes that might impact the certification of a project.
3. Should potential conflicts of interest be disclosed, they will be dealt with as set out in the Integrity in Research, Scholarly Activity and Scholarship Policy and Breach of Research Integrity Procedure, including any necessary notifications to the contract signatories.
4. Departments/Schools will inform the Vice President Academic and Provost and Finance of any substantive changes in personnel appointments during regular reviews of research projects. Vice President Academic and Provost will assess the impact of any such changes on the contract and notify the signatories if necessary.
5. The Polytechnic provides safeguards to protect the sensitive information entrusted to it for administering contracts and abides by data protection requirements as determined in the contract.

DEFINITIONS

Principal Investigator means the individual who has primary responsibility for the overall intellectual direction of the research, research-related activity or partnership. They are also

accountable for coordinating the grant's overall financial and administrative aspects (adapted from the [Social Sciences and Humanities Research Council](#) definition).