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Memorial University of Newfoundland

Research Contracts and Agreements

Approval Date: 2014-07-03

Effective Date: 2018-03-06

Review Date: 2023-07-03

Authority:

Vice-President (Research and Innovation)

Purpose

To ensure that all research contracts/agreements entered into by the University meet applicable legal and institutional requirements, support the free pursuit and dissemination of knowledge, appropriately assess academic, financial and institutional risks, and are administered in accordance with University policies and procedures.

Scope

This policy applies to all Research Agreements entered into by the University for research involving University faculty, staff, students, postdoctoral fellows or other research personnel, or involving the use of University facilities, resources or services.

Definitions

Academic Unit — Refers to a centre, department, division, faculty, program or school, other than an administrative unit, as the context requires and as defined in the University Calendar.

Campus Head — The executive positions responsible for each of the Marine Institute, Grenfell Campus and the Labrador Institute.

Deliverables — The results, outputs or other items which are explicitly defined as required to be provided under a Research Agreement, and which may include reports, papers, presentations, data, models, prototypes, demonstrations, software, or other specified research outputs.

Direct Costs — Include, but are not limited to, the stipends, salaries and benefits for research personnel, including faculty, staff, postdoctoral trainees and students, materials and supplies, travel, equipment, purchase of specialized services, and subcontracts.

Indirect Costs — Include, but are not limited to, building use and depreciation, utilities, equipment depreciation, physical plant and maintenance (including utilities, hazardous waste disposal, security), insurance, pre- and post-award research administration, financial administration (including purchasing and accounting), human resources administration, and common resources, including libraries and computing services.

Principal Investigator(s) — The researcher or researchers with primary responsibility for the conduct and administration of a research project governed by a Research Agreement.

Research Agreement — Any legally enforceable contract or agreement signed by or on behalf of the University and an external party which directly or indirectly applies to or enables research activities.

Unit Head — Deans, Department Heads, Division Heads, Heads of Schools, Directors, Executive Directors, University Librarian, University Registrar and other senior administrators at a comparable level; Associate Vice-Presidents and Vice-Presidents, as applicable.

University — Memorial University of Newfoundland.

Policy

1) All Research Agreements involving University faculty, staff, postdoctoral fellows, or students and/or using University facilities and/or services must be made and executed through the Vice-President (Research and Innovation) in accordance with the *Contract Administration* Policy.

2) Where the *Indirect Costs of Externally Funded Research Policy* applies, the contracting organization(s) is expected to pay all of such costs, both direct and indirect, including the salaries of the researchers, on a pro-rated basis, as applicable.

3) In cases where salaries, or portions thereof, are paid under the Research Agreement, the payments are in the form of reimbursement to the University.

4) The project title, name of the contracting agency, contract/agreement duration and value of a Research Agreement are to be recorded in the database which houses the official research records of the University to ensure compliance with University policies, federal and provincial regulations and other Sponsor requirements, as applicable.

5) The Principal Investigator and Academic Unit administering the research contract/agreement will follow University policies and procedures in order to ensure that all researchers - faculty members, research assistants, research associates, postdoctoral fellows, graduate students or others - are informed of the conditions attached to the applicable Research Agreement in which it is proposed that they will be involved. For greater clarity, informed consent of all individuals

proposed to participate in such a project must be obtained prior to their engagement on that project.

6) Intellectual property rights arising from a Research Agreement may be addressed in the terms of the Research Agreement and in accordance with applicable University policies and agreements, including the *Intellectual Property Policy* and the *Research Involving Indigenous Groups Policy*.

7) Where approval for a Research Agreement is given by an Academic Unit, risks associated with the project that is the subject of that Research Agreement shall be borne by that Academic Unit.

8) All persons involved in research governed by a Research Agreement must comply with the *Integrity in Scholarly Research Policy*, *Research Involving Indigenous Groups Policy*, and all other applicable University policies.

9) The Principal Investigator is responsible for ensuring that research team members are informed of and comply with applicable provisions of Research Agreements, including, but not limited to, confidentiality and research security obligations.

10) In exceptional and compelling circumstances, the Vice-President (Research and Innovation) may approve a variance from the requirements of this policy where the variance is consistent with applicable law, University policies, and the University's academic and research interests. Any approved variance must be documented.

Related Documents

Indirect Costs of Externally Funded Research Policy
Contract Administration Policy
Conflict of Interest Policy
Integrity in Scholarly Research Policy
Research Involving Indigenous Groups Policy

For inquiries related to this policy:

Vice-President (Research and Innovation) - 709-864-2530

Sponsor: Vice-President (Research and Innovation)

Category: Research

Previous Versions:

There is at least one previous version of this policy. Contact the Policy Office to view earlier version(s)

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Policy Amendment History

Action: REPLACED
Date: 2019-05-30 11:51:13
This policy was replaced with a new version. Comment provided: Connected definitions using definitions from the glossary.

Action: REPLACED
Date: 2019-07-22 11:06:56
This policy was replaced with a new version. Comment provided: Updated the review date from 2018-07-03 to 2022-07-03 during the 2019 Annual Policy Review.

Action: REPLACED
Date: 2025-10-03 15:45:38
This policy was replaced with a new version. Comment provided: Updated to adjust the review year period from 4 years to 5 years, as approved by the Board of Regents on October 2, 2025

Action: REPLACED
Date: 2026-02-25 11:45:28
This policy was replaced with a new version. Comment provided: Updated to reflect current position titling.
