



Policy Title:

Contract Administration Policy

University Classification & Policy Number:

B-001-21

Approval Body:

Board of Regents

Responsible Designate:

The Vice-President, Research & Innovation, on behalf of the Board of Regents, is responsible for the development, administration, and review of this Policy.

Established:

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1.0 Policy Purpose

1.01 The purpose of this Policy is to govern the administration of the research, consulting, and scholarly activities conducted by The University of Winnipeg (the University), in accordance with Agreements between the University and external contractors, including governments and private entities.

1.02 This Policy does not cover Tri-Council Funding Agencies or related funders such as Canadian Foundation for Innovation (CFI) and Research Manitoba.

2.0 Definitions

The following definitions apply to terms as they are used in this Policy:

2.01 Contracts & Agreements: Refers to a legally binding and enforceable Agreement primarily for the purpose of funding of research related activities, which may include terms and conditions governing the conduct, direction, and scheduling of the tasks to be performed; designating ownership of proprietary rights to the research results; laying out the financial regimen to be followed; and placing other restrictions on the research. This also includes research Agreements such as Material Transfer Agreements, Research Collaboration Agreements, Inter-Institutional Agreements, Memorandum of Understandings, Non-Disclosure Agreements, Research Service Agreements, Clinical Trial Agreements, Data Sharing Agreements that have enforceable conditions that bind the University.

Only the University has the legal authority to enter Contracts and Agreements, and all Contracts and Agreements shall be signed by authority of the Vice-President, Research and Innovation. Faculty members or other employees do not have the authority to enter into Contracts and

Agreements on behalf of the University. All or most of the following conditions will normally be present in a Contract:

- a. Outline of the scope and nature of the work;
- b. Roles and responsibilities of those undertaking the research;
- c. A set time period for the activity;
- d. Ownership of intellectual property, patent rights, and licensing arrangements, consistent with the UWFA Collective Agreement unless otherwise waived;
- e. Defined deliverables and/or milestones;
- f. Provision for the confidentiality of information supplied and/or created;
- g. Limitations on publication, including the right to prior review of material for publication to check for confidentiality or intellectual property issues;
- h. Value of the work to be completed;
- i. Budget approvals and payment schedules;
- j. Contribution to the indirect costs of the University (overhead);
- k. Acceptance, renewal, and termination clauses;
- l. Limits to the liability of parties (hold harmless and indemnity clauses);
- m. Contractual compensation after salary recovery; and
- n. Reporting requirements, both narrative and financial.

2.02 Grant: Refers to funds that are awarded to enable the performance of self-directed research, where there is no contractual obligation for prescribed outcomes. The following characteristics will normally also be present:

- a. The project is initiated and directed by a principal investigator;
- b. Any project protocol is designed by the principal investigator and can be changed without further approval of the sponsor;
- c. The funds are not attached to a specific performance outcome and cannot be retracted on the basis of level of performance;
- d. The principal investigator may publish findings with no approval process or time delay involving the sponsor;
- e. Any intellectual property arising from the work belongs to the principal investigator or to the University and not to the sponsor;
- f. There is no honorarium or similar payment to the principal investigator;
- g. The project is open, with no proprietary data owned by the sponsor or other contractual commitment regarding intellectual property and no transfer of data or results to the sponsor other than reports as outlined in the original funding Agreement;
- h. The funds are provided in advance of expenditures and not in arrears;
- i. Capital equipment purchased from the funds is the property of the University;
- j. Students are involved where possible; and
- k. Results are intended for public dissemination.

Guidelines related to research Grants may be found in the Research Office Manual, which is available from the Office of the Vice-President, Research and Innovation.

2.02 University: The University of Winnipeg as defined by *The University of Winnipeg Act*.

3.0 Scope

3.01 Faculty

- 3.01.01 Any activities outside of the normal teaching load and normal research (as per The University of Winnipeg Faculty Association Collective Agreement (the Collective Agreement), which involve use of the University name, University facilities (equipment, space, services, etc.), University-supported time, University-supported personnel, or the University accounting system, related to a Contract are considered Contract activities. Contract activities must be approved by the Vice-President, Research and Innovation and are subject to indirect cost charges.
- 3.01.02 Exceptions to this Policy include: the writing of works of scholarship or research for publication in traditional academic formats; creative works in the performing arts, and seminar presentations and lectures by invitation that relate to a faculty member's area of academic expertise.

3.02 Support Services

- 3.02.01 Any support services provided to external individuals or organizations, for which financial compensation is paid, are considered Contract activities and must be approved by the Vice-President, Research and Innovation or the Vice-President, Finance and Administration, as appropriate, and are administered by the latter. These activities are subject to indirect cost charges in accordance with this Policy.

3.03 Research Centres and Institutes

- 3.03.01 Research Centres and Institutes with a research focus that are also agencies within the University will govern their Contract activities according to this Policy. Any activities outside normal teaching and research, which involve use of the University name, University facilities (e.g. equipment, space, services, etc.), University-supported time, University-supported personnel, or the University accounting system, related to a Contract, are considered Contract activities and must be approved by the Vice-President, Research and Innovation. These activities are subject to indirect cost charges.

3.04 Personal Contracts or Private Consultancies

- 3.04.01 Personal Contracts and private consultancies for research and similar services negotiated between a faculty member of the University and an external individual or organization, but not approved by the Vice-President, Research and Innovation, will not be accepted for administration by the University, nor may the University name, facilities, staff, resources, or time be used for work carried out under such Contracts, unless explicitly authorized in advance by the Vice-President, Research and Innovation. Such activities will not be recognized for career progress within the University.

4.0 Policy Elements

4.01 Principles

- 4.01.01 Contract activities carried on by individual faculty members are eligible for recognition for career progress, i.e., merit, promotion, and tenure, as per the Collective Agreement,

because such activities represent the application of expertise and enhance the reputation of the researchers and the University. Such activities shall not detract from the usual course of their employment, as set out in the Collective Agreement, nor compromise University operations.

- 4.01.02 It is recommended that faculty members restrict outside activities to 20% over the duties expected by the University, to a maximum of 70 days per year. This may vary for Faculty members who are responsible for managing Research Centres and Institutes.

4.02 Research Ethics

- 4.02.01 In aid of ensuring integrity in the conduct and reporting of academic research, Contracts shall not contain provisions that limit research, consulting, or scholarly activities in a manner that unduly restricts academic freedom or prevents independent examination or review of data or results, or publication of data or results, without the consent of the external contractor. All members of the University community who conduct research or teaching activities in which human or vertebrate animal subjects are used must have the approval of the appropriate research ethics review committees, as set out below. Complete ethics information, including policies and procedures, guidelines, and forms, may be accessed on the Research Website.

a. Animal Ethics:

Research, experimentation, and teaching exercises involving non-human vertebrate animals undertaken under the aegis of the University require review and approval by the University Animal Care Committee before the project commences, in accordance with the Animal Care Policy and Procedures. Ethics protocols must be submitted by all researchers whose work involves the use of vertebrate animal subjects or cephalopods for research, experimentation, and/or teaching exercises.

b. Human Ethics:

Research, scholarship, and teaching exercises involving living human subjects or their identifiable data (or human genes, gametes, embryos, fetuses, or tissues) undertaken under the aegis of the University require review and approval by the University of Winnipeg University Human Research Ethics Board before the project commences. Ethics protocols must be submitted by all researchers whose work involves direct contact with human subjects/participants and/or the acquisition of raw or unformulated data obtained directly from human subjects/participants either by the researcher or by a third party.

4.03 Direct Costs

- 4.03.01 Contract research incurs direct costs to the University which must be supported by appropriate documentation and included, in full, in the Contract proposal budget. These costs may include, but are not limited to: salaries, wages, benefits, and payroll tax for research, support, and technical staff; materials and supplies; equipment (purchase, rental, maintenance, taxes and installation); travel and subsistence; printing and duplicating; postage; office supplies; telephone and telecommunication; renovations;

freight and delivery charges; rental of space; and administrative support and other such expenses.

4.04 Indirect Costs

4.04.01 Indirect costs, also known as overhead costs, are those that cannot be directly attributed to the Contract activities but are a result of the Contract activities: costs associated with administering and managing research. They include provision by the University of space, heat, light, water, electricity, and similar services; the use of equipment already owned by the University; the proportionate share of costs such as insurance and legal services; and the time of support personnel in such departments as Human Resources, Financial Services, Payroll, Purchasing Services, the Research Office, Physical Plant Services, Communications, Technology Solutions Centre, and the Library. These costs normally approach or exceed 100% of the direct costs of research.

4.05 Indirect Cost Rates

4.05.01 Indirect costs shall be identified as a separate budget item or expressed as a function of the total cost. Other alternative methods of costing can be considered, provided that the indirect costs are recovered. These methods must be approved in advance by the Vice-President, Research and Innovation. The rates for indirect costs are outlined in the Contract Administration Procedures.

4.05.02 When indirect costs are charged as a percentage of the direct costs associated with the proposed Contract activities, the direct costs must be based on full cost recovery and must include the costs of specialized equipment, facilities, or supplies; maintenance, repair, and depreciation on equipment with a value beyond that associated with the Contract; space which must be acquired or assigned to the Contract activities and associated utility costs; and faculty and staff time.

4.06 Allocation of Administrative Overhead

4.06.01 Administrative overhead revenue from a specific Contract will be collected at the time each payment is received by the University and deposited to the Research Administrative Overhead Account. This revenue will not be used as base income in the budgeting process, since Contracts are for a limited term; therefore, it would not be appropriate to use indirect cost revenues to meet continuing financial obligations.

4.06.02 Revenue allocated to the Research Office will be used to offset research costs associated with the administration of Contracts to provide seed money to stimulate and enhance innovative research activities across the University for all faculties and departments. The use of funds recovered from indirect costs shall be distributed to support the costs of research and to provide, faculties, University Centres and Institutes, and faculty members with additional research funding. The guidelines for overhead allocation are outlined in the Contract Administration Procedures.

4.07 Roles and Responsibilities

4.07.01 Office of Vice-President, Research and Innovation

- a. Following initial contact by a faculty member with an external contractor regarding a potential research Contract, the Vice-President, Research and

Innovation must be notified and become involved early in the negotiations if the research Contract is to be administered by the University. A completed and authorized Contract Approval Application shall be submitted to the Research Office along with the proposal and budget.

- b. Approval of a Contract Approval Application shall be given only if:
 - Consideration has been given to the reasonable protection of the interests of the University, particularly academic and financial, and of the faculty member and of the public;
 - The normal teaching duties or other responsibilities of the faculty member will not be affected adversely, or acceptable adjustments to these duties have been made and budgeted for in the application and as appropriate in the related departmental budget;
 - The existing University space and facilities will not be unduly burdened, or any needed additions to these have been budgeted for in the application; and
 - All direct costs and indirect cost charges have been approved and included as appropriate in the proposed budget.
- c. The Office of the Vice-President, Research and Innovation is responsible for reviewing, approving, and sending the signed Contract to the external contractor for signature. The Office of the Vice-President, Research and Innovation will also forward copies of the signed Contract to the faculty member and to Financial Services and will retain the original for its records. All Contracts require a minimum of one University-authorized signatory. Contracts over \$25,000 require two University-authorized signatories. A list of authorized signatories is available for reference.
- d. Faculty members should not be directly involved in the negotiation of nor signing of Contracts or Agreements. Faculty should not contact funders unless instructed to do so by the Vice President, Research and Innovation.
- e. Upon receiving the original signed Contract, the Office of the Vice-President, Research and Innovation is responsible for its administration, including: authorizing the opening of a designated account; liaising with the sponsor with regard to administrative matters and obtaining or receiving Contract amendments and/or addenda; assisting all interested parties in understanding contractual requirements, and arranging appropriate mediation in the case of disputes.
- f. If a faculty member conducting Contract activities intends to leave the University before the completion of a Contract, that individual shall notify the Research Office at least 60 days prior to leaving and the external contractor shall be notified by the Research Office. The Vice-President, Research and Innovation shall then be responsible for ensuring that contractual obligations are met.

4.07.02 Financial Services

- a. Financial Services is responsible for overseeing the financial management of the Contract. Responsibilities are as follows:

- Opens an account only on authorization from the Vice-President, Research and Innovation;
- During the course of the Contract, is responsible for accounting, invoicing, cash management, indirect cost transfer, and preparation of financial statements;
- Maintains financial records, promptly submits closing financial reports, and transfers administrative overheads to the Research Administrative Overhead Account.

4.07.03 Students

- a. Students may participate in contractual activities under the direction of a faculty member, on the condition that they agree to applicable provisions of the Contract, including confidentiality requirements, in advance of their participation. Student involvement in Contract activities may include thesis work, so student rights in such work must be protected in the Contract. Students may not participate in Contract activities where the Contract restricts or limits their right to publish their results or to defend their work in an open academic forum unless prior authorization has been obtained from the Vice-President, Research and Innovation. Such authorization will not normally be given.

5.0 Relevant Legislation

Not applicable

6.0 Related Policies, Procedures and Institutional Documents

- Animal Care Policy
- Contract Administration Procedures
- Human Ethics
- Institutes and Centres Policy
- Research Office Manual
- Responsible Conduct of Research and Scholarship Policy