



UNIVERSITY OF
CALGARY

Papering Partnerships

NAVIGATING PARTNERED RESEARCH

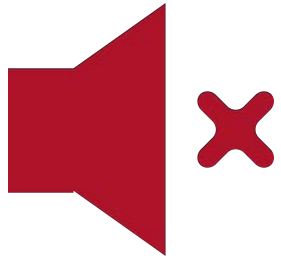
Knowledge Engagement | Research Services

May 11, 2021

We would like to acknowledge the traditional territories of the people of the Treaty 7 region in Southern Alberta, which includes the Blackfoot Confederacy (comprising the Siksika, Piikani, and Kainai First Nations), as well as the Tsuut'ina First Nation, and the Stoney Nakoda (including the Chiniki, Bearspaw, and Wesley First Nations). The City of Calgary is also home to Métis Nation of Alberta, Region 3.



Session housekeeping guidelines



Mute your
audio



Use the chat to ask
questions or share
resources



Raise your hand if
you have a question



Turn off your video
if there is a lag

Navigating Partnered Research Series

- **Papering Partnerships**
- Knowledge Engagement Impact Evaluation
- Mobilizing Partnered Research Knowledge
- Test Your Concept

-
- Finding Your Fit (Feb 4)
 - Pathways to Partnership (Feb 25)
 - Community-Engaged Research (March 24)
 - Introduction to Research Ethics (May 4)

Today's speakers:

Christopher Chow

Manager, Agreements

Research Services Office (RSO)

Nicole Lannard

Contracts Specialist

Research Services Office (RSO)

Partnerships & Sponsored Research

Partnered/Sponsored Research

- Research partners collaborate to solve practical problems, generate new ideas, trial new concepts
- Partners may include: Industry members, government, communities, community organizations, charities, or other university research colleagues
- Each partner will have different requirements and experience working with a university
- Research projects may provide or request support in the form of:
 - Cash
 - In-kind: equipment, software, confidential information, personnel time, facility access

**Poll: What type of partners
are you currently working
with?**

Funding Options

Funding Options

High degree of
research
autonomy

Gift/Donation

- Advancement Office
- UCalgary owns

Research Grant

- RSO
- UCalgary owns

Research Contract

- RSO
- UCalgary or Partner owns

Service Agreement

- Partner owns

Low degree of
research
autonomy

Increasing Partner Control

Gifts & Donations

- Processed through the Advancement Office
- No rights/benefits accrue to the partner
- Greatest freedom to pursue future research objectives
- Usually to support ongoing research objectives
- Tax-receipt may be given to partner
- Difficult to leverage gift funds with tri-council partnership programs
- **Overhead: 0%**

Grants & Contracts

- **Research Grants:**

- No license to emerging intellectual property - partner may receive a report for internal use which describes the research outcomes
- No contribution of partner confidential information
- No pre-review of publications or delays to publications
- Researcher is main contributor to work plan and budget

- **Research Contracts:**

- Grant of license to partner to all emerging intellectual property/results
- Partner has right to pre-review publications and request delays
- Significant contribution of partner's confidential information
- Heavy input from partner on work plan

- **Overhead: 25%**

Service Agreements

- Performance of analysis or testing services
- Uses known methods/processes
- Access to specialized equipment
- Short duration (<6 months)
- Output of results with no research elements
- Sponsor owns all research results
- Restricted or no publication permitted

- **Overhead: 45%**

Subcontracts – Incoming/Outgoing

- Subcontracts ensure collaborators do not take actions which may breach prime agreements
 - Funding terms
 - Other collaboration terms
- Ensure partners are aware of all terms governing a project
 - Some funders require you enter into subcontracts if you transfer/collaborate with other parties

**Poll: What type(s) of
agreement(s) have you
entered over the past 12
months?**

Partnership Agreements

Relationship Governance

- Relationship between partners and the university is typically governed by a research agreement
- Agreements protects the University, faculty, students and partner by clearly identify the rights and obligations of each party
- Some key terms that you should be aware of:
 - Intellectual Property (IP)/research results ownership
 - Confidentiality
 - Publication
 - Other - liability, etc.

When do you need an agreement?

- If uncertain of partner's commitment to project - binds partners to terms:
 - Cash and in-kind commitments
 - Deliverables
 - Ownership and use rights
 - Publications rights and process
- Disclosing confidential information
- Contractual obligation (i.e. subcontracts)
- Ensure multi-party arrangements are clear
- Detail non-standard academic collaboration terms

Key Agreement Terms

Intellectual Property - Research Results

What is Intellectual Property?

- Intellectual Property (IP) means the material or communicable result of scientific, humanistic, literary, and artistic endeavors
- It includes, but is not limited to, works in the form of scientific discoveries, research results, inventions, designs, patents, unique names, books, monographs, papers, paintings, drawings and sculpture, performances, software, lecture material, and conference presentations
- It includes works which can be protected by copyright (publications, thesis), patents (invention), trade secrets, design (shape, appearance), trademarks

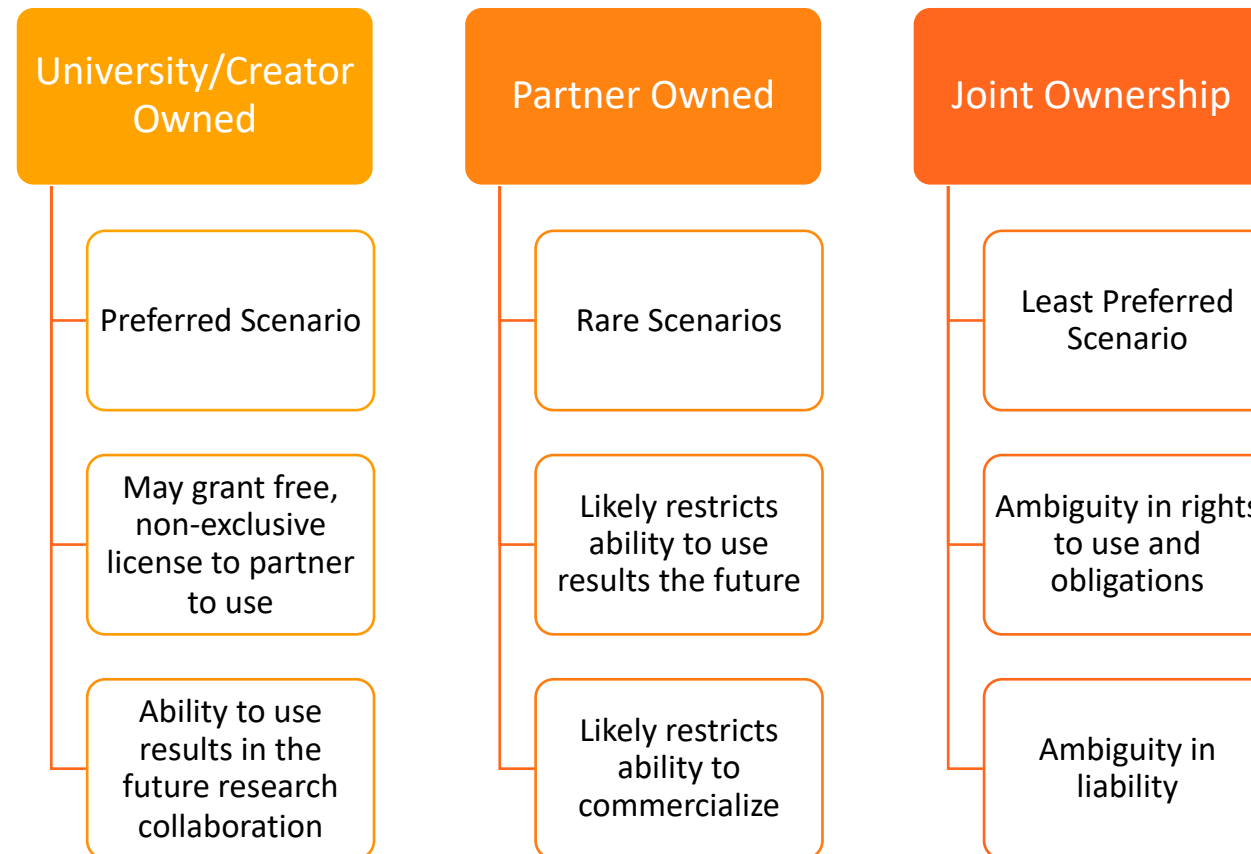
University IP Policy

- University IP policy applies to all students and faculty members who create IP supported by the University
- Ownership of IP is governed by the University's IP policy
- IP is creator-owned, unless provided otherwise by a legal agreement

** Keep in mind, most IP created in research has multiple creators: faculty members, students, post docs, the sponsor, and outside partners, as applicable*

IP/Results Ownership

- You can ONLY use the results/IP arising from the project in accordance with terms of the research agreement



Confidentiality / Non-disclosure

Confidential/Non-Disclosure Agreement

- Protects information deemed confidential by a party
- Confidential information can include:
 - Partner data and information
 - Project information
 - Experimental protocols
 - Research results/designs
- Limits use and distribution of the information
- Confidentiality obligations usually extends past completion of project/expiry of agreement (e.g., 3-5 years)

Confidentiality

- Confidentiality terms may be in a standalone agreement or built into the research agreement
 - All team members with access to confidential information must sign acknowledgement
- Discourage partners from providing confidential information if not required to perform the project
 - Receipt of confidential information may hinder ability to publish
- Our office will review and approve confidentiality agreements
 - Partner may insist you sign personally – check with us first!
 - Ensure you understand your obligations!

Publications

Publications

- Publications may include reports, articles, abstracts, etc.
- Publications may summarize project results and identify specific IP developed for the project
- Partner may own the intellectual property/results discussed in the publication (i.e. the widget created)
- Copyright in any publications prepared by an author is owned by that author unless copyright is assigned to partner

Publication Delays

- Partner may **review** prior to submission to remove any confidential information inadvertently included or to identify new IP to protect
 - Students, PDFs, Research Associates
- Partner may request to **delay** publication of project results
 - Protect IP with patents
 - Time to exploit results before published
- Delays **no more** than 6 months are typical (i.e. 30-60 days)
- Consult research agreement for specifics

Data Sharing

Data Sharing

- If new data is being generated in collaboration:
 - Who is responsible for collecting
 - Are ethics required
 - Who is authorized to retain and use
 - Who has responsibility to store
 - If you are custodian, what are you obligations
- Transfer/Storage of Data
 - How can data be transferred
 - De-identification requirements
 - Encryption requirements
 - Server/IT requirements

Data Sharing

- Data sharing agreements required if:
 - Data must be kept confidential
 - Data is subject to ethics and/or other restrictions
 - Capture permitted uses
 - Limit further distribution
 - Detail collaboration terms (ownership of results, publication, etc.)
- Ensure data terms are compatible with project
 - Can you publish
 - Limitations on future use/collaborations
 - Ensure you have permission to share/receive
 - Identified vs de-identified data

Other Considerations

Liability

- Legal agreements provides liability protection
 - Insurance requirements
 - Liability limitations clauses
- Disclaimers - Partner uses results at their own risk
 - Partner to ensure any application of the projects results is tested and safe
 - Do not provide any additional guarantee that your results will be flawless or safe
- You are personally liable for any agreements you sign personally!

Participation Agreement

- Each participant on a sponsored/partner research project should sign a participation agreement

- Agreement confirms participant's understanding and obligations to the terms of the collaboration:
 - Confidentiality
 - Publication
 - Intellectual Property/Research Results

Mix & Match Pitfalls

Multi-partner collaborations

- Multiple partners may be involved:
 - Multiple partners contributing resources
 - Multiple co-investigators
 - Leveraged funding partners/programs
- Ensure all terms are compatible
 - Ownership and use rights are compatible
 - Publication terms/review are consistent
 - Parties are aware of all partners involved
 - If contribution unequal – do all partners approve

Good Partnership Practices

**Poll: Have you had conflicts
with your partners in the
past?**

Good Practices

- Prepare detailed work plan with clear deliverables upfront
 - Ensure each party has same expectations/outcomes before commencing
 - Unmet expectations is a prime area of disagreement
 - Strictness of project
- If cash is contributed, provide a clear budget and payment schedule that aligns with expenses
 - Remember to include overhead, if applicable

Good Practices

- Perform regular check-in/reporting
 - Ensure partner is aware of progress and challenges
- Ensure participants in the research have all signed participant agreements
- Ensure you properly manage any confidential information received
- Never sign your own agreements

Who to Contact?

Who to contact – research partnerships

- Knowledge Engagement team
 - Support for partnered research projects
 - knowledge.engagement@ucalgary.ca
- Indigenous Research Support Team (IRST)
 - Support for projects involving Indigenous research and/or researchers
 - irst@ucalgary.ca

Who to contact – funding programs

- Grants & Ethics Team
 - Tri-council, Government, Foundations, Charities, Associations, Societies, Mitacs, Internal Awards, Ethics
 - rsogrants@ucalgary.ca
- Institutional Programs
 - Canada Foundation for Innovation, Genome Canada, Western Economic Diversification, SSHRC Partnerships, Canadian Excellence Research Chairs, Canada Research Chairs
 - ipd@ucalgary.ca

Who to contact – legal teams

- CSM Legal
 - All CSM faculty members work with CSM Legal
 - Any legal matter which supports or facilitates research
 - csmlegal@ucalgary.ca
- RSO Legal & IP
 - Any legal matter which supports or facilitates research
 - All faculties except CSM
 - legaladm@ucalgary.ca
- Central Legal Services
 - All non-research legal matters

Legal & IP General Inquiries

Email: legaladm@ucalgary.ca

Research Services Office
Legal & Intellectual Property Division
SMART Research Building
2500 University Drive NW
Calgary, Alberta, T2N 1N4



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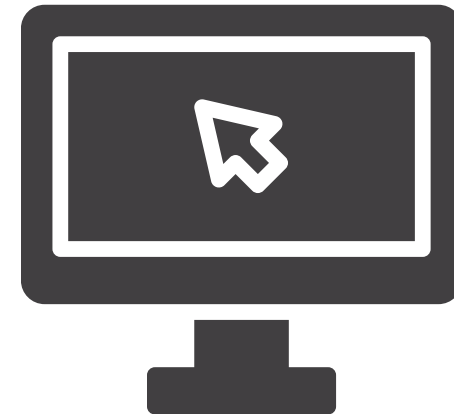
Connect with KE!

Get in touch:

knowledge.engagement@ucalgary.ca

Visit our website & sign up for our newsletter:

ucalgary.ca/knowledge-engagement



Q & A

