

## Research Contracts Group Research-related Contract Types

The purpose of this document is to describe for ORS personnel some of the more usual research-related contracts for which the ORS Research Contracts Group provides assistance, with the greatest detail provided for the most common contracts. ORS categorizes its research-related contracts into 3 purpose-driven categories:

1. Research Funding Agreements;
2. Research Support Agreements; and
3. Institutional, Service, and Other Agreements.

The following is the list of contracts described below:

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### **1. RESEARCH FUNDING AGREEMENTS**

#### **Grant or Grant-in-aid Agreement**

What it is for: A Grant or Grant-in-aid Agreement is an award letter or short agreement used by public granting agencies, foundations, other non-profit organizations (e.g. SSHRC, NSERC, CIHR, NIH, USAID, the European Union, Wellcome Trust, etc.), and occasionally even some industry sponsors to provide funding for either general or specific research.

- Characteristics: Self-directed, Principal Investigator (PI)-controlled research, project start date defined or referenced to Grant, may require sharing of final report with sponsor, unrestricted right to publish results, payment in advance (versus arrears), protection of committed and un-cancellable costs on termination, Intellectual Property (IP) ownership in PI (under SFU's IP Policy (as contrasted with SFU)).
- What it says: Grant documents usually address at least the following matters: the parties, the research, and the funding issues (amount, timing, purpose), and sometimes address publication rights, ownership of research results, reporting obligations, and publication, although additional matters can be included. Often a Notice of Award from a public funding agency may not address all these issues directly in the Notice of Award itself; in such instances, the issue are usually addressed by reference to another document such as an overriding agreement, a policy, or a guide.

**Research Agreement (including Sponsored Research Agreement and Collaborative Research Agreement)**

- What it is for: A Research Agreement is a formal agreement used by industry, government, and NGOs to support and fund specific research under detailed terms. The agreements take various names, including Sponsored Research Agreement (SRA), Collaborative Research Agreement (CRA), Master Research Agreement (MRA), Project Agreement (e.g. Mitacs, Engage, etc.), Funding Agreement, and Contribution Agreement. A Research Agreement is more detailed and generally deal with more matters than a Grant Agreement (see [Grant or Grant-in-aid Agreement](#)). Please see [INSTITUTIONAL, SERVICE, & OTHER AGREEMENTS](#) if a Research Agreement does not seem adequate for the collaboration or research project under consideration.
- Characteristics: Defined scope of work (who defines varies with type of Research Agreement (e.g. SRA versus CRA)), Project start and end dates defined, payment terms vary from in advance to in arrears and with and without invoices, but usually some payment schedule, protection of committed and un-cancellable costs on early termination, equipment purchases owned by SFU, confidentiality provisions, some deliverables, right to publish subject to review for confidential information of sponsor and ability to seek patents for IP in which sponsor holds ownership/access rights, background (pre-existing) rights and foreground (post-research) rights, ownership and access rights in foreground IP negotiable (with consent of PI),
- What it says: Research Agreements usually address the following matters: the parties, the specific research protocol (including scope, aims, and respective research obligations), financial or in-kind contributions of the parties, but especially the sponsor (amount, timing, budget, purpose), milestones, deliverables, and reporting, confidentiality obligations, publication rights, the rights to access, use, and own background information, materials, and intellectual property (aka Background), the rights to access, use, own, and negotiate for rights in foreground information, materials and intellectual property (aka Foreground), and various risk allocation issues (no guarantee of results, warranty disclaimers, indemnities, liability limitations, insurance) between the sponsor and SFU.

## **Subgrant and Subcontract**

- What it is for: A Subgrant or Subcontract (generically a “**Sub**”) is a letter or agreement used when a Grant or Research Agreement (the “**Prime**”)(see [Grant or Grant-in-aid Agreement](#) and [Research Agreement](#)) is already in place at one institution (the “**Primary Institution**”) and part of the funded research is to be conducted at, and part of the funding is to be transferred to, another institution (the “**Secondary Institution**”). Subs can be either (i) incoming - where the Primary Institution is engaging SFU as a Secondary Institution to conduct part of the research, or (ii) outgoing – where SFU is the Primary Institution engaging a Secondary Institution to conduct part of the research.
- Characteristics: primarily addresses portion of research and portion of funding being transferred, flow-through of underlying prime grant or research contract compliance issues, deliverables, ownership and access rights in foreground generated at Secondary Institution.
- What it says: A Sub will usually address the following matters:  
the parties, the portion of the research to be conducted at, and the portion of the funding to be transferred to, the Secondary Institution, and the terms that apply to that research and funding. These terms can be very similar to those found in either a Grant or Research Agreement. In addition, since the overall research and funding is governed by the Prime, a Sub will usually require the Secondary Institution comply with the terms of the Prime in regard to the Secondary Institution’s portion of the research.

## **2. RESEARCH SUPPORT AGREEMENTS**

### **Non-disclosure or Confidentiality Agreement (NDA)**

- What it is for: An NDA is used to enable the sharing of confidential or proprietary information, usually in support of negotiating the research protocol and funding for a research project, including discussing intellectual property. The types of provisions found in NDAs can also be included in other contracts (e.g. Research, Data Access).  
AN SFU NDA SHOULD NOT BE USED TO GRANT RIGHTS IN INTELLECTUAL PROPERTY (IP).
- What it says: NDAs will usually address at least the following matters:  
the parties, what information is confidential information (CI) (e.g. notes, testing procedures, trade secrets, formulae, test data, specifications, know-how, software code, etc.) and what information is excluded from CI, how CI must be designated, who can disclose CI to whom, how, and for what purpose, how must a recipient protect CI received, how and by whom may CI be used, and how long must CI be kept confidential.  
AN SFU NDA SHOULD NOT TRANSFER ANY RIGHTS IN THE IP OF A PARTY.

### **Material Transfer Agreement (MTA)**

- What it is for: An MTA is used when the university is receiving or supplying tangible, proprietary research materials (any tissue, cells, or other biological or other proprietary materials required for a research project). Specific ethical and import or export permit requirements must be considered. The rule of thumb is that the supplier

of the material drafts and provides the MTA. MTAs come in many forms depending primarily on the purpose of the material transfer and the nature of the parties (e.g. for profit, non-profit, academic).

What it says: MTAs will usually address at least the following matters: the parties, the scientists, the specific materials and amounts and their use and prohibited uses, regulatory compliance requirements, ownership of, and access to, results, confidentiality, and any fees. MTA negotiations can become very complex when dealing with intellectual property arising from the research relying on an MTA, especially where the owner of the material seeks to reach through the MTA to acquire rights in any new results based on the use of the material.

### **Data Sharing/Access Agreement (DAA)**

What it is for: A DAA is used when the university is receiving or supplying access to data or data sets required for a research project. Specific security, ethical, and import or export permit requirements must be considered. The rule of thumb is that the supplier of the data compiles or provides the DAA.

What it says: DAAs will usually address at least the following matters: the parties, the data or data sets to be provided or accessed, their use and prohibited uses, how and by whom may the data be accessed, any anonymization or de-identification requirements, data confidentiality, data security requirements, regulatory compliance requirements, reciprocal sharing requirements, and any fees.

### **Project Member Agreement (PMA)**

Project Member Agreements are used to enable PI's at SFU to have common direction and control over their research group. In this regard, research groups under the direction of specific faculty members or PIs perform a significant portion of the research at SFU. For various reasons, it is advisable that the operations of certain groups, either generally or with regard to a specific project, be contractually under the direction and control of the PI. A PMA enables that and deals with many of the research collaboration issues that would normally be addressed between an employer and an employee (e.g. compliance with contracts governing the project, confidentiality, publication rights, IP ownership rights, commercialization rights, etc.). Because SFU has an inventor-owned IP Policy, a PI usually initiates the PMA with the PI's group members to deal with the individual rights of the PI and each member. As such, given Research Services provides advice to SFU and not SFU Members in their individual capacities, Research Services is limited in the advice it can provide to a PI regarding PMAs. To deal with this, Research Services provides template PMAs as a form of tool the PI might wish to consider using where contractual direction and control over the PI's research group is warranted.

## **3. INSTITUTIONAL, SERVICE, & OTHER AGREEMENTS**

### **Memorandum of Understanding (MOU)**

Memorandums of Understanding are used in the research context to establish high-level relationships and the basis for future research projects or collaborations. They may or may not be binding agreements depending on their purpose and the provisions written into the MOU and

should not be assumed to be non-binding. Generally, they anticipate further agreements along the lines of the general themes addressed in the MOU.

### **Affiliation Agreement**

Affiliation Agreements are high level agreements between research institutions, often an educational institution and a health authority, that define the roles and responsibilities of the institutions when engaging in collaborative research, including the process to be followed to initiate and conduct the research, and the financial and potential commercialization arrangements between the institutions. One should distinguish this from Academic or Educational Affiliation Agreements governing the education of students (often clinical) using the facilities of health authorities.

### **Inter-institutional Agreement**

Inter-institutional Agreements are simply agreements between and among institutions. Many of the types of agreements referred to in this document are generically Inter-institutional Agreements. Where possible, SFU Research Services generally tries to use the more specific agreement type when naming an agreement.

### **Network Agreement**

Network Agreements govern multi-organization, multi-project research and set out the roles and responsibilities of the institutions when engaging in collaborative research. Many of the terms are similar to those addressed in a Research Agreement (see above). They are generally found where there are funded research themes for which PIs from the parties then apply to receive a portion of the funding to support specific research projects. For example, a Network Agreement is a requirement among the participants in a Network Centre of Excellence (NCE).

### **Collaboration Agreement**

Collaboration Agreements are used where two or three parties contribute on a research project through scientific participation or other contributions, such as background IP. The contract sets out the agreement among the parties for the conduct of the research, but does not usually include terms under which the research funding is being received other than that it will be received under separate document. Many of the terms are similar to those addressed in a Research Agreement (see above). Collaboration Agreements allow for IP to be shared and set terms regarding commercialization and joint publication. A Collaboration Agreement is somewhat different from a Collaborative Research Agreement in that the later also deals with any funding to be provided by any research sponsor collaborating in the research and does not usually extend to more than two parties.

### **Consortium Agreement**

Consortium Agreements are similar to Collaboration Agreements and used when collaborators at three or more differing institutions or companies are working together on a research project or on multiple research projects under one or more specified research themes. The contract sets out the agreement among the parties for the conduct of the research and does not usually include terms under which the research funding is being received other than that it will be received under

separate document. There may be one or more funders involved in the research project. The consortium leader takes responsibility for the agreement and organizes meetings/telecons with the members, in order to finalize the contract. All the consortium partners (their researchers and legal representatives) have to agree on the terms and conditions of the consortium agreement. As a multi-party agreement that deals with complex matters, a Consortium Agreement can take up to a few months to finalize.

### **Chair Agreement**

A Chair Agreement is another form of collaboration agreement that governs the relationship between SFU and a sponsor in regard to an ongoing academic appointment intended to support major research endeavour, provide an enhanced experiential learning environment for graduate students and postdoctoral fellows, and allow a sponsor to access the unique knowledge, expertise, infrastructure and potential highly educated and skilled future employees.

### **Service level Agreement (SLA)**

Service Level Agreements are negotiated agreements between two parties where one is the client and the other is the service provider. The SLA records a common understanding of the deliverables, completion criteria, schedule for delivery of services, priorities, responsibilities, and fees. The service provider will provide their IP as background material for the work. New IP or publications are unlikely to arise from service work at a university.

### **Consulting Agreement**

Consulting Agreements are used when expertise, advice and work on a particular field is being provided. The payment terms are generally based on a fee-for-service arrangement.

### **Analytical Testing Agreement**

Analytical Testing Agreements are used when the university is providing analytical testing services using specialized university equipment to an outside party. A standard service level agreement is used and the details of the analytical tests, time line, and costs are specified. New IP or publications are unlikely to arise under this form of agreement.

### **Agreement for Research Services under a Collaboration**

Agreements for Research Services under a Collaboration are a specialized procurement agreement used in unusual situations where research funding received by SFU cannot be subgranted to a collaborative institution despite SFU's desire to do so. Normally that would require SFU enter into standard form procurement agreements contracting for particular services. In general, these standard procurement agreements do not reflect the collaborative intent of the money flow and the generally softer terms of a Subgrant versus a Procurement Service Level Agreement. As a consequence, to enable SFU to procure the necessary research services that accomplish the research objectives of a research project while maintaining the collaborative relationship that would otherwise be reflected in a Subgrant or Subcontract, SFU Research Services and SFU Procurement have developed the specialized Agreement for Research Services under a Collaboration for use in particular situations between not-for-profit collaborators.

### **Amending Agreement/Amendments**

Amending Agreements or Amendments are simply agreements that amend (e.g. extend) or terminate a prior contract.