

	Type of Research Relationship	Grant	Sponsored Research Agreements	Service Contracts
WHO & WHAT	Legal Instrument	Grant Letter (STOB 77)	Transfer Under Agreement (also known as Contribution Agreement – STOB 80)	General Service Agreement [under \$250,000] or Service Contract [over \$250,000] (STOB 60 or 61) with Schedule F to address issues specific to university research
	REFERENCES	Refer to Sample Grant Letter	Refer to Sample Sponsored Research Agreement (“Transfer Under Agreement for Research at a BC Public University”)	Refer to General Service Agreement (GSA) Template with Sample Schedule F (“General Service Agreement Schedule F—Additional Terms for Research Services provided by a Public University”)
		Reference Document 1—Core Policy Manual Chapter 21—Government Transfers ¹		Reference Document 2—Core Policy Manual Chapter 6—Procurement ²
	Parties	Province of British Columbia and the University (may include affiliated teaching hospitals as a third party).	Province of British Columbia and the University (may include affiliated teaching hospitals as a third party to the Agreement).	Province of British Columbia and the University (may include affiliated teaching hospitals as a third party to the Contract.) Note that these guidelines are not intended to cover personal consulting arrangements between individual university faculty members and the Province.
	REFERENCE			Reference Document 3—Fact sheet on personal consulting activities of academics
	Purpose	Performs investigator defined research, sometimes in response to a government-issued call for proposals or in accordance with government criteria.	Contribute to research project/ program as per project description.	Provision of research, advisory services or specific expertise for the direct use or benefit of the Province.
DELIVERABLES	Research Reporting	No specific result is specified. Researcher may be required to report, present or otherwise demonstrate the results of the grant.	Research conducted in accordance with the work plan and Researcher reports on research results as per research project description in Schedule A.	As per services described in Schedule A.
	Financial Reporting	None.	Financial reporting as defined in Section 8 of the Sample Agreement.	Usually none except on an “as requested” basis if defined in the contract.

¹ http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/21_Govt_Transfers.htm

² http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm

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FINANCIAL	Payment	Lump sum.	Payment schedule linked to reporting, deliverables or milestones as per Schedule B.	Typically fixed prices, but may vary as per negotiated Schedule B.
	REFERENCE		Refer to Sample Schedule B included as part of Sample Sponsored Research Agreement	Reference Document 4—Sample Schedule B for General Service Agreement http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html
	Overhead	Included in the lump sum.	Included in the pricing as per University policies or procedures.	Included in the price.
	Payment Timing	In advance. Funds provided along with or shortly after grant letter.	Upon invoice. May be timing- or milestone-based, as per Schedule B. An advance payment may be negotiated.	As per negotiated schedule outlined in Schedule B. An advance payment may be negotiated.
	REFERENCE		Reference Document 5—Government policy on advance payments: http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/04_Expense_Mgmt.htm#439d	
	Use of Funds	The Province issues no specific guidelines on use of funds. Universities are expected to apply internal financial control policies to ensure that funds are applied to expenses directly attributable to the project.	Funds applied as per Schedule B.	Funds applied as per Schedule B.
	Goods and Services Tax (GST)	Payment is all-inclusive. No separate provision for GST required.	The portion of GST not recoverable by the universities is reimbursable and is specified in the Sample Agreement in Section 3.	Applicable to time and materials contract. The portion of GST not recoverable by universities is reimbursable, as specified in Sample Schedule F, Section 4.
	REFERENCE		Reference Document 6—Government policy on reimbursable GST at http://www.fin.gov.bc.ca/ocg/fmb/manuals/FAP/FAP_M.htm (Government access only)	

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RESEARCH OUTPUTS	Intellectual Property (IP)	Letter does not include IP provisions. The University or Researcher owns all results, data, inventions, improvements and other IP produced by the grant project in accordance with its policies.	In most cases, the University or Researcher owns all results, data, inventions, improvements and other IP produced by the project in accordance with its policies. The Province is allocated rights/license for non-commercial uses. However, arrangements for specific projects can vary and will depend on the particular circumstances.	Government owns the IP and will require assignment of the IP.
	REFERENCE	Reference Document 7—Fact Sheet on Research Materials and Intellectual Property		
	Right to Use and Commercialization	The Province may receive a report on research results but normally does not have rights to use research results, data or other IP. The Province may, in some circumstances, use the research results and data for internal purposes.	In most cases, the University or Researcher owns all results, data, inventions, improvements and other IP produced by the project in accordance with its policies. The Province is allocated rights/license for non-commercial uses. However, at a minimum, universities retain the right to use Research Materials for scholarly and academic purposes.	Province purchases rights to all new IP and therefore may use without restrictions. The Province may provide the university with a royalty-free perpetual license for academic and educational purposes.
	Indemnity	No indemnity provisions included.	Mutual indemnity.	Mutual indemnity.
	REFERENCE		Refer to Sample Sponsored Research Agreement, Section 14	Refer to GSA Template, Sample Schedule F, Section 2
	Insurance	No insurance provisions included.	Section 12 of the Sample Sponsored Research Agreement identifies insurance held by universities. No further provisions required.	Universities have sufficient liability insurance to cover research activities including those which the Province purchases. No Schedule D required.
	Waiver of Moral Rights	No waiver of moral rights required, as per IP provisions.	Waivers may be required by the Province for project reports. Waivers should be obtained prior to finalizing the agreement and do not extend beyond these project reports.	A waiver(s) may be required from individual researcher(s). Waivers should be obtained prior to finalizing the contract.

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PUBLICATION & CONFIDENTIALITY	Release of Information & Public Acknowledgement	Universities are required to make publicly available basic information on the project.	Universities are required to make publicly available basic information on the project.	Universities are required to make publicly available basic information on the project.
		Researcher should acknowledge support of the Province.	Researcher should acknowledge support of the Province.	Government determines release of data and/or reports. Parties may negotiate government acknowledgement of the contribution of the university.
	Publication	The University has unrestricted rights.	University reserves the right to publish accounts of the research; certain terms may be subject to negotiation.	University reserves the right to publish accounts of the research; certain terms may be subject to negotiation.
	REFERENCE		Refer to Sample Sponsored Research Agreement, Section 16	Refer to GSA Template, Sample Schedule F, Section 12
	Confidentiality (Universities do not conduct secret research)	Normally, no confidentiality provisions included. If necessary, confidentiality provisions should be addressed in a separate agreement, such as a data-sharing or non-disclosure agreement.	The Province and the University must keep each other's confidential information confidential. Both the Province and BC's public universities are bound by the Freedom of Information and Protection of Privacy Act.	The Province and the University must keep each other's confidential information confidential. Both the Province and BC's public universities are bound by the Freedom of Information and Protection of Privacy Act.
REFERENCE	Reference Document 8—Sample employee/researcher confidentiality agreement			
PRIVACY & ACCESS TO INFORMATION	Privacy, Access to, and Use of Personal Information	If the research may or will involve access to Personal Information, a Privacy Impact Assessment (PIA) must be undertaken by the Ministry before the agreement is drafted, as the results of the PIA will indicate whether a Schedule 'E'—Privacy Protection Schedule and/or Schedule 'G'—Security Schedule is required. An Employee/Researcher Confidentiality Agreement may also be required (Reference Document 8). Ministry officials should consult with their Ministry Privacy Officer for assistance. Universities may have to determine if the institution offers privacy protection training that is equivalent to Province of BC training specified in Schedule 'E'. Universities should consult with the office responsible for access to information and protection of privacy at their institution.		

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ADMINISTRATION	Statement of Work	Researcher-generated proposal constitutes statement of work.	Required and constitutes Schedule A. Sufficient detail to ensure appropriate conduct and oversight.	Required and constitutes Schedule A. Sufficient detail to ensure appropriate conduct and oversight.
	Budget	Only if required as part of an application process.	Required in proposal. May be included in Schedule B, depending on terms of payment.	Not required. Budget is as per the price.
	Conflict of Interest	No conflict of interest provisions included.	Conflict of interest provisions apply to the research personnel involved in research project.	Conflict of interest provisions apply to the research personnel involved in providing the services.
	REFERENCE		Refer to Sample Sponsored Research Agreement, Section 9	Refer to GSA Template, Sample Schedule F, Section 5.
	Dispute Resolution	No dispute resolution mechanism required.	Parties can choose one of two options. (1) Any disputes will first be addressed through mediation. Should no amicable settlement be reached by the parties within 30 days, either party may initiate judicial proceedings. OR (2) Disputes will be resolved by arbitration. The preferred option can vary by university. One option should be selected before the agreement is finalized.	Parties initially attempt to resolve the dispute through collaborative negotiation. Should no amicable solution be reached within 15 business days, mediation must be used under the rules of the BC Mediator Roster Society. If not settled within 30 business days by mediation, the dispute must be resolved by arbitration.
REFERENCE		Refer to Sample Sponsored Research Agreement, Section 13	Refer to GSA Template, Section 12	