

RESEARCH RELATIONSHIPS

Between the
Province of British Columbia
and British Columbia's Universities

Tool Kit

VERSION 1.5 JULY 2016
www.researchrelationships.bc.ca



This toolkit forms an integral part of the Research Relationships Between the Province of British Columbia and Universities: Final Report (January 2008).

The toolkit consists of a set of sample agreements and reference documents that should help you to use and understand research agreements with universities. The toolkit was prepared by the Province-University Research Agreements Working Group.

The objectives of the toolkit are to:

- facilitate negotiations between the Province's ministries and its public universities;
- reduce the time and effort required to secure an agreement; and
- provide educational material and examples of best practice.

This document and its associated resources address those situations where the Province of British Columbia enters into an agreement directly with a university (or universities) to have research conducted in an area directly related to government priorities, policies or individual Ministry mandates. More specifically,

- Research services, investigation, testing, analysis and evaluation to
 - > Increase generalized knowledge or understanding, or
 - > recommend advice or solutions for a particular subject matter/issue for overall benefit to the Province of BC; or
- A defined research project with specific objectives and deliverables that is for the direct benefit or implementation in ministry programs or operations.

These documents and tool do not address:

- Research funding provided by independent research funding agencies such as the Michael Smith Foundation for Health Research, Genome BC;
- The Forest Investment Account and the British Columbia Knowledge Development Fund;
- Staffing, secondments or hiring of co-op students;
- Purchase of finished research papers, reports, or products;
- Websites or training delivery programs;
- Personal consulting arrangements between individual faculty members and the Province, and;
- Educational Services contracts (e.g., for the development of curriculum).

Feedback regarding the Tool Kit may be directed to the contact below.

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Sample Grant Letter

[Ministry Letterhead]

Date

Recipient/Dept.
University Name
and Address

Dear Recipient Name:

We are pleased to inform you that <university name>, with you as principal investigator, has been awarded the sum of \$_____ for the <name of project, or describe program target or research activity> (the "Project"), as outlined in your proposal dated <date>.

As a condition of assistance, please provide a copy of the research report generated by the Project upon completion. In addition, please acknowledge the Ministry's assistance on all written materials relating to the Project, by using the following acknowledgment:

"We gratefully acknowledge the financial support of the
Province of British Columbia through the Ministry of < >."

We trust that you will use your best efforts to ensure a successful outcome as a result of this undertaking.

Yours truly,

<name>

Deputy Minister <or Minister of <ministry name>

Sample Sponsored Research Agreement

Contract #

Province of British Columbia
Ministry of _____

Transfer Under Agreement for Research at a B.C. Public University

THIS AGREEMENT dated for reference the ___ day of _____, 201__

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of _____

(the "Province")

OF THE FIRST PART

AND:

<NAME OF UNIVERSITY HERE>

(the "University")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;

- (e) “Non-Commercial” means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) “Personal Information” means recorded information, not including business contact information, about an identifiable individual;
- (g) “Principal Investigator” means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) “Rebate” means a rebate on Federal Goods and Services Tax applicable to the University;
- (i) “Research Project” means the research project described in Schedule A; and
- (j) “Term” means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule “A”.

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule “B” attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (“FAA”), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of Goods and Services Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;

- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the University under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

SECTION 5—RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;

Drafter to choose one of the following options:

Option 1

- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
- (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as the Province requests; and
- (g) acknowledge the Financial Contribution made by the Province to the University for the Research Project in any Materials, by printing on each of the Materials the following statement:
“We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of _____.”

Option 2

- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project; and
- (f) subject to obtaining the prior written approval of the Province concerning form, content and location, the University may post signs acknowledging the Province’s participation in the Research Project.

SECTION 7—RECORDS

7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

SECTION 8—STATEMENTS AND ACCOUNTING

8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.

8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be:

Drafter to choose one of the following options:

Option 1

returned by the University to the Minister of Finance as requested by the Province.

Option 2

retained by the University for supplemental research activities related to the Research Project.

Option 3

deducted by the Province from any future funding requests submitted by the University on behalf of the same Principal Investigator involved in performing the Research Project within [a defined time period] and approved by the Province.

Option 4

used to conduct additional research at the discretion of the University.

SECTION 9—CONFLICT OF INTEREST

9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed (“Confidential Information”) by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
- (b) was in the possession of the University prior to its disclosure by the Province to the University;
- (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province;
- (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
- (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province’s information as evidenced by the University’s records.

10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, namely:
- (a) the University fails to comply with any material provision of this Agreement;
 - (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

- 12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any instalment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

Drafter to choose one of the following options:

Option 1

- 13.01 In the event of a controversy or dispute between the parties arising out of or in connection with this Agreement, or regarding its interpretation or operation, the parties will use reasonable efforts to resolve the dispute amicably but if the parties, acting reasonably, are unable to resolve their dispute within thirty (30) days after the beginning of the consultation process, then:
- (a) either party may serve written notice on the other party requiring that they submit the dispute to non-binding mediation;

- (b) the parties will select a single mediator to mediate the dispute in accordance with the *Commercial Arbitration Act* of British Columbia;
- (c) the language of the mediation proceeding will be English and the place of mediation will be Vancouver, British Columbia;
- (d) the parties will use reasonable efforts to participate in the mediation process and to resolve their dispute;
- (e) each party will pay its own costs and an equal share of all other costs of the mediation; and
- (f) should no amicable settlement be reached by the parties within sixty (60) days from the commencement of the mediation, either party may initiate judicial proceedings to resolve the dispute.

Option 2

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

- 15.01 The University will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
 - (b) subcontract any obligation of the University under this Agreement.
- 15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

- 16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:

- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.
- 16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.
- 16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.
- 16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.
- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministry of _____.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

- 18.01 Any written communication from the University to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:
- (Specify mailing address, fax number and/or other electronic means for the Province, and name and title of contract manager.)*
- 18.02 Any written communication from the Province to the University must be mailed, personally delivered, faxed or electronically transmitted to the following address:
- (Specify name and mailing address including fax number and/or other electronic means for the University, and name and title of contact.)*
- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered or on the date of transmission if faxed *(or sent by email if applicable)*.

- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the University of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the University.
- 19.02 The written waiver by the Province or any breach by the University of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21—SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22—MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an “Event of Force Majeure” includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or for-

eign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".

- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the University or
an Authorized Representative of the University

SIGNED AND DELIVERED on behalf of the Province
by an Authorized Representative of the Province

Print Name of University Authorized Representative)

Print Name of Authorized Representative)

(Signature)

(Signature)

SCHEDULE A—RESEARCH PROJECT AND TERM

1. Notwithstanding the date of execution of this Agreement, the term of this Agreement will start on _____ and end on _____.
2. *[Research Project Details]*

SAMPLE SCHEDULE B—FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of \$_____ during the Term of the Agreement.
2. Payments will be made as follows:
[The payment schedule is often linked to project reporting, deliverables or milestones.]
 - (a) an initial payment of \$_____ *[small percentage of total contribution, to help with start up costs, if applicable]* within *[30 or 60]* days of the start date of this Agreement;
 - (b) upon receipt by the Province of *[specify a particular phase, service, result, deliverable or status report]*, a payment amount of \$_____;
 - (c) upon receipt by the Province of *[specify a particular phase, service, result, deliverable or status report]*, a payment amount of \$_____; and
 - (d) on completion of the Research Project and upon receipt by the Province of the final *[specify by name— a deliverable(s) or written report(s)]*, a final payment not to exceed \$_____.
3. The University will submit to the Province <specify timing, e.g., upon completion of each phase of the Research Project specified in Schedule “A”, or upon completion of the Research Project, for example>, a written statement of account showing:
 - (a) the University’s legal name and address;
 - (b) the date of the statement and a statement number for identification;
 - (c) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Research Project completed to statement date; and
 - (d) any other billing information reasonably requested by the Province.

General Service Agreement



Available at, including optional schedules:

http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx

For Administrative Purposes Only

Ministry Contract No.: _____

Requisition No.: _____

Solicitation No. (if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: _____

Supplier No.: _____

Telephone No.: _____

E-mail Address: _____

Website: _____

Financial Information

Client: _____

Responsibility Centre: _____

Service Line: _____

STOB: _____

Project: _____

	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

	Type of Research Relationship	Grant	Sponsored Research Agreements	Service Contracts
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)	

	Type of Research Relationship	Grant	Sponsored Research Agreements	Service Contracts
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.

	Type of Research Relationship	Grant	Sponsored Research Agreements	Service Contracts
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.		

	Type of Research Relationship	Grant	Sponsored Research Agreements	Service Contracts
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	

Core Policy Manual Chapter 21—Government Transfers

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

Core Policy Manual Chapter 6—Procurement

Full chapter available at http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm

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Fact Sheet on Personal Consulting Activities of Academics

Academics may engage in outside professional activities by way of personal consulting arrangements, which, by university policy, are personal to them and do not include the material use of university facilities, staff or students, or services.

When negotiating terms with academics for the conduct of research projects or for professional services, it is important to be aware of the distinction between:

- an individual acting in his or her personal capacity; and
- the same individual acting in his or her capacity as an academic employee of a university.

It is usual for universities to encourage faculty members to engage in outside professional activities, both paid and unpaid, that involve the application of special skills and knowledge within the researcher's particular academic competence. Universities recognise that outside professional activities, conducted with professional and academic responsibility, accrue indirect benefits to the university as well as enhancing the professional, scholarly and scientific strengths of the individual.

Faculty members may engage in outside professional activities under the following guidelines. The activities:

- do not impinge on employment duties at the university;
- do not give rise to conflicts of interest;
- do not make material use of university facilities, staff or students, services, or intellectual property;
- are covered under agreements which are personal arrangements between the faculty member and the third party; and,
- do not purport to represent the university in any manner.

Similar guidelines (contained in the Standards of Conduct for Public Service Employees, revised July 2012) govern employees of the Province of British Columbia in conducting outside remunerative and volunteer work.

It is therefore essential, when discussing a project with a university researcher, to be clear on whether the professional services of the researcher are requested and offered in an external consultant or a university capacity. If university facilities, employees or services are necessary to complete the contract or the reputation and endorsement of the university is a factor, then the activities are university activities and must be addressed through negotiation with the university, leading to an agreement to which the university is a party. If, however, the participation of the individual faculty member properly qualifies as his or her outside professional activities, then the Province and individual are free to develop their own contractual terms without recourse to the Reference Table, which does not apply.

Sample Schedule B—Fees and Expenses for General Service Agreement

Also available at: http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx

[A customized form of Schedule B is always attached to the GSA.]

1. MAXIMUM AMOUNT PAYABLE

Maximum Amount

Despite sections 2 and 3 of this Schedule, \$_____ is the maximum amount which the Province is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

2. FEES *[Choose one or a combination of the following and delete the rest.]*

Daily Rate

Fees: at a rate of \$____ per day (based on a day of ____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$____ per hour for those hours during the Term when the Contractor provides the Services.

Rate per Unit/Deliverable

Fees: at a rate of \$____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to ____ [units/deliverables].

Flat Rate

Fees: \$__ for performing the Services during the Term.

3. EXPENSES

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs a. to c. below and insert "None."]*

- a. travel, accommodation and meal expenses for travel greater than _____ *[insert "32 kilometers" or other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the Province pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- c. excluding Goods and Services Tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c) is to be deleted above]* to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here—see examples below]* (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
 - (b) the date of the statement, and the Billing Period to which the statement pertains;
 - (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
 - "all hours worked on each day during the Billing Period";
For Hourly Rate situations
 - "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
 - "all (units/deliverables) provided during the Billing Period"] for which the Contractor claims fees and a description of the applicable fee rates;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
 - (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
 - (f) a description of this Agreement;
 - (g) a statement number for identification; and
 - (h) any other billing information reasonably requested by the Province.
- claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable;
 - (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
 - (f) a description of this Agreement to which the statement relates;
 - (g) a statement number for identification; and
 - (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by us as required to obtain the discount.

[If flat rate, use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor

Government Policy On Advance Payments

Also available at: http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#1636b

Core Policy Manual Chapter 6—Procurement

SECTION 6.3.6—CONTRACT ADMINISTRATION AND MONITORING

b. Payment

1. A contract summary record must be maintained for all service contracts, either by using a contract summary sheet, or equivalent electronic record.
2. A contract cannot include a cost overrun clause. If a cost overrun is unavoidable, ensure the costs are justified. Any overrun is to be authorized in advance using a modification agreement form. There may be additional approval requirements triggered by cost overruns.
3. Fees, Expenses, Maximum Amount, Statements of Account, and Payments Due, must be contained in Schedule B to contracts. This applies whether the contract is established on the basis of Daily Rate, Hourly Rate, Rate per Unit/Deliverable or Flat Rate. (For contractor travel, refer to Travel, Contractors.)
4. All contract quotations must exclude taxes. Statements of accounts must include calculation of fees (plus applicable taxes) and expenses.
5. Ministries must ensure that payments made to contractors who are non-residents of Canada comply with the withholding tax provisions of the federal *Income Tax Act*.
6. Payments made in advance must be specifically provided for in the contract or in accordance with a formal modification agreement. The contract or modification agreement must specify how the advances are:
 - to be deemed to be earned; or
 - if the services are not subsequently rendered, to be repaid; and
 - what interest rate, if any, must apply.

Government Policy on Reimbursable GST

Also available at: http://www.fin.gov.bc.ca/ocg/fmb/manuals/FAP/FAP_M.htm (BC Government employee access only). The Sponsored Research Agreement is a type of shared cost arrangement.

M.8 External Party Costs

Shared cost arrangements may include provision for ministries to reimburse external parties for certain costs. Ministries must ensure that arrangements specify the recipient costs to be reimbursed and that these costs are to be net of any federal GST rebates.

For example, full or partial federal GST rebates may be claimed by municipalities, universities, public colleges, school and health authorities, charities and qualifying non-profit organizations. For these recipients, the reimbursed costs must be net of any GST rebate to which the recipient is entitled. The federal eligible rebates are as follows:

Rebate on Federal GST

Municipalities	100%
Universities & Colleges	67%
School Authorities	68%
Health Authorities, eligible facility operators & external suppliers	83%
Charities & Qualifying Non-Profit Organizations	50%

General Service Agreement: Schedule F – Additional Terms

(For use with General Service Agreement, between the Province and B.C.'s Public Universities)

1. Despite Section 13.16 of this Agreement, the Contractor and the Province agree that Sections 3.6, 3.8, 5, 6.4(b), 11, and 13.14 of the Agreement are deleted.
2. The Province will indemnify and save harmless the Contractor, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Contractor, its Board of Governors, directors, officers, employees, faculty, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer, or director of the Province pursuant to this Agreement.
3. The Contractor will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the Contractor, or any sub-contractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or confidential. However, the Contractor is under no obligation to maintain the confidentiality of Confidential Information which the Contractor can show:
 - (a) is or subsequently becomes generally available to the public through no act or fault of the Contractor;
 - (b) was in the Contractor's possession prior to its disclosure by the Province to the Contractor;
 - (c) was lawfully acquired by the Contractor from a third party who was not under an obligation of confidentiality to the Province;
 - (d) is required by an order of a legal process to disclose, provided that the Contractor gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
 - (e) was independently developed by the Contractor's employees, agents or consultants who had no knowledge of or access to the Province's information as evidenced by the Contractor's records.
4. The Contractor is entitled to a Goods and Services Tax rebate from the Federal Government and will, therefore, charge to the Province only the non-refundable portion of the Goods and Services Tax, as applicable to the Services.
5. The Contractor must not knowingly allow its research personnel involved in performing the Services, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.
6. Any of the following events will constitute an Event of Default, namely:
 - (a) the Contractor fails to comply with any material provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect; or

- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect.
7. Either party may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party.
 8. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
 - (a) terminate this Agreement, in which case the payment of the amount required under Section 10 (iv) of this Schedule will discharge the Province of all liability to the Contractor under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any instalment of the payments under Schedule B or any amount that is due to the Contractor while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
 9. The Province may also, at its option, terminate this Agreement immediately if the Province determines that the Contractor's failure to comply places the health or safety of any person conducting the Services at immediate risk, and the payment of the amount required under Section 10 of this Schedule will discharge the Province of all liability to the Contractor under this Agreement.
 10. Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor all costs and liabilities, including uncancellable commitments, relating to the Services which have been incurred by the Contractor, not to exceed the Maximum Amount specified in Schedule B, as of the date of receipt of notice of termination or the date of termination, whichever is later.
 11. The Province hereby grants the Contractor a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, translate, practice, produce, distribute, or further develop the Produced Material for scientific, educational, public good and other non-commercial uses.
 12. In addition to Section 11, with the prior approval of the Province, which will not be unreasonably withheld, the Contractor may present publications at symposia, national or regional professional meetings, or publish in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the Services will recognize the Ministry of <fill in ministry name>.
 13. At the expiry or earlier termination of this Agreement, the Province may, at its sole discretion, negotiate with the Contractor to provide to the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material for commercial purposes.
 14. In addition to Section 13.8 of this Agreement, the provisions contained in this Schedule continue in force indefinitely even after this Agreement ends.
 15. The indemnity granted by the Contractor under this Agreement has been approved in accordance with the *Financial Administration Act*, Guarantees and Indemnities Regulation 1.1(b) under Indemnity No.100969. The indemnity granted by the Province to the Contractor is approved in accordance with the *Financial Administration Act*, Guarantees and Indemnities Regulation 1(b) under Indemnity No. 080497.
 16. The Contractor makes no representations or warranties, either express or implied, with respect to any data or results arising from the services. The Contractor specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the institution has been advised of the possibility of such damages. The Province hereby acknowledges that the services are of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by the Contractor to undertake its own due diligence with respect to all matters arising from this Agreement. This section 16 will survive termination or expiration of this Agreement.

Fact Sheet on Research Materials and Intellectual Property

Research Materials and Intellectual Property

The conduct of academic research may result in the production of a range of research materials including:

1. Ideas, research findings, software, data, specifications, drawings, documents (“Research Materials”);
2. Interim and final project reports (“Project Reports”); and
3. Academic publications, academic presentations, and theses (“Academic Reports”).

Intellectual Property (“IP”) is defined in the Glossary (Reference Document 9) as:

Intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how. Although intellectual property rights are associated with a wide range of products of the human intellect, such as training manuals, publications, map products, videos and computer software, they are distinct from the physical medium on which these products are produced. The intellectual property is the set of rights arising from the creation and development of these products. For example, if a physical book is produced, the author’s copyright in that book is the intellectual property.

Attributes of IP rights include:

1. Ownership—legal title to the IP, and subject to an agreement to the contrary, all of the following rights;
2. Rights to use:
 - for scholarly and academic purposes;
 - for public purposes (by the Province, its contractors, or the general public); and

- for commercial purposes (by the private sector);
3. Control—the ability to decide where and when to file IP protection, if/how to develop IP into products/services, where to market products, etc.;
 4. Economic—revenue and costs related to IP protection, development and marketing;
 5. Attribution—who claims credit for inventing and/or developing IP; and
 6. Risk—product liability, infringement claims, and regulatory compliance.

In general, under the terms of a Grant letter (STOB 77), ownership of Research Materials, Project Reports, Academic Reports and IP will vest with the recipient and the Province receives no rights. Under the terms of a General Services Agreement (STOB 60 or 61) the opposite is true and ownership of Project Reports and IP vests solely in the Province. With Sponsored Research Agreements (Contribution Agreements, STOB 80), ownership and rights to use Research Materials, Project Reports, Academic Reports and IP varies, and depends on the particular circumstances.

While the approach taken under a Sponsored Research Agreement/Contribution Agreement will vary, in general, the following general principles should be considered:

- The six attributes of IP rights (see above) will be determined at the project outset and will vary according to the class of material (Research Materials, Project Reports, and Academic Reports);
- Ownership of Research Materials, Project Reports, Academic Reports and IP vests, in the absence of an agreement to the contrary, in the creator/inventor or his/her employer;
- While the Sponsored Research Agreement may stipulate that ownership of Research Materials, Project Reports, Academic Reports and IP vest in

either the Province or the recipient, academic institutions prefer to retain all ownership rights and may provide the Province with a royalty free, perpetual license to use Research Materials, Project Reports, and IP for public purposes. This may include a waiver of moral rights by the authors of the Project Reports;

- In all research projects, it is essential to the academic institutions that, at a minimum, they retain the right to use Research Materials for scholarly and academic purposes and that they retain for the authors ownership of copyright of Academic Reports; and

The owner of the IP rights retains the authority to issue licences to third parties, including for-profit corporations, for academic, research, and/or commercial purposes. Academic institutions do not assume risk for commercial use of research results. IP is provided to companies on an “as is” basis, and the companies will be required to indemnify the academic institution for their use.

The parties may negotiate the transfer of all or some of the IP rights from one party to another on a case-by-case basis.

Sample Research Agreement

[Name Of Public Body] Terms and Conditions Relating to the Disclosure of Personal Information for Research or Statistical Purposes

Contents

General Information:
Introduction; Personal Information; Disclosure for Research or Statistical Purposes.

Application and Agreement:
Part A Identification of researcher
Part B Description of research project
Part C Records requested
Part D Agreement—terms and conditions of access
Part E Approval of terms and conditions

General Information

Section 35 of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 (the Act), provides that British Columbia public bodies may disclose personal information in their custody or control for research or statistical purposes.

Research use of records containing personal information in the custody or under the control of the [name of public body] must be conducted according to the provisions of the Act. The Act both guarantees public access to government records and protects the privacy of individuals identified in these records.

For [name of public body], this means reviewing public requests for access to government records in order to determine whether records contain personal information that may be restricted. For the research public requesting access to this type of record, section 35 of the Act provides an option for the researcher to access restricted material by entering into a legal research agreement which governs the conditions of use of such government records.

A research agreement, once approved, gives the researcher timely access to the desired records, and it permits [name of public body] to make materials available to the researcher without substantial costs and possible delays caused by the need to examine and sever personal information from large numbers of documents.

Research agreements can only be granted for a bona fide research project therefore, it is important that the applicant carefully complete a research proposal that responds in substantial detail to all elements in Part B of the application. The applicant must provide a curriculum vita and three references.

A research agreement is a binding legal document, granting access only to those records specified in Part C of the agreement to those individuals noted in Parts A, B, and D of the agreement. Any changes or additions to the agreement must be made in writing and be approved in writing by [name of public body].

[Name of public body] will consider the date when the complete research agreement is received as the date of receipt of request. Proper completion of the form will hasten the process by which access to the records can be granted.

Under the Act, personal information may not be disclosed to any person other than the individual to whom it relates except in certain limited circumstances:

“**Personal information**” is defined in Schedule 1 of the Act as follows:

“personal information” means recorded information about an identifiable individual, including

- (a) the individual’s name, address or telephone number,
- (b) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,
- (c) the individual’s age, sex, sexual orientation, marital status or family status,
- (d) an identifying number, symbol or other particular assigned to the individual,
- (e) the individual’s fingerprints, blood type or inheritable characteristics,
- (f) information about the individual’s health care history, including a physical or mental disability,
- (g) information about the individual’s educational, financial, criminal or employment history,

- (h) anyone else's opinions about the individual, and
- (i) the individual's personal views or opinions, except if they are about someone else.

Disclosure for research or statistical purposes is one of the circumstances in which personal information may be accessed by another person. At *[name of public body]*, approval is given by the *[title of head or delegate]* under the terms prescribed in section 35 of the Act:

- 35. A public body may disclose personal information for a research purpose, including statistical research, only if
 - (a) information is provided in individually identifiable form or the research purpose has been approved by the commissioner,
 - (b) any record linkage is not harmful to the individuals that information is about and the benefits to be derived from the record linkage are clearly in the public interest,
 - (c) the head of the public body concerned has approved conditions relating to the following:
 - (i) security and confidentiality;
 - (ii) the removal or destruction of individual identifiers at the earliest reasonable time;
 - (iii) the prohibition of any subsequent use or disclosure of that information in individually identifiable form without the express authorization of that public body, and
 - (d) the person to whom that information is disclosed has signed an agreement to comply with the approved conditions, this Act and any of the public body's policies and procedures relating to the confidentiality of personal information.

[Name Of Public Body] Application and Agreement for Access to Personal Information for Research or Statistical Purposes

Request number: _____

Date of receipt: _____

Purpose: This form is for use in requesting access, for research or statistical purposes, to personal information found in records covered by the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 (the Act). Once the researcher has signed this form and the terms and conditions of access have been approved by the *[name of public body]*, it becomes a legal agreement between the researcher and *[name of public body]*.

Collection of the information which the applicant provides on this form, and the conditions of access described, are authorized by sections 26 and 35 of the Act. Any questions about this form may be directed to the [Manager/Director of Information and Privacy], *[name of public body]*, address and telephone number].

PART A Identification of Researcher

Name (last name/first name/initials)

Registration number (if applicable)

Address

Telephone

Please provide the following additional information if applicable:

Institutional Affiliation (include department if relevant)

Position

Academic Advisor (if student)

PART B Description of Research Project

Please attach the following information:

- 1) A general description of the research project (include the objectives of the project and the proposed method(s) of analysis).
- 2) An explanation of why the research project cannot reasonably be accomplished without access to personal information in individually identifiable forms (i.e., personal information about named or identifiable individuals).
- 3) An explanation of how the personal information will be used, including a description of any proposed linkages to be made between personal information in the records requested and any other personal information.

- 4) The expected period of time during which access to these records may be required.
- 5) The benefits to be derived from the research project.

Please also provide a curriculum vitae including the following information: education; research experience; knowledge of subject and proposed methodology; three references.

PART C Records Requested

(Use additional sheets as required)

Please list **all** records containing personal information to which access is requested. Access will be given **only** to records listed below. Any changes or additions to this list after the application is submitted should be made in writing and will require approval in writing from *[name of public body]*.

In each case, please provide the following: *[name of public body]* identifying number of requested records, if known (e.g. file, box, volume or reel number(s)); title; outside dates. If access to less than an entire box is requested, please also provide the number(s) and title(s) of the file(s) requested.

Example: 40380-20 Student award case files (Part-time assistance), 1988–1989.

1. _____
2. _____
3. _____
4. _____

Originals may be consulted only at *[name of public body]*. Will you require that the above records be copied (at your expense) for viewing elsewhere?

Yes _____ No _____

PART D Agreement on Terms and Conditions of Access

If I am granted access to the records listed in Part C, I understand and will abide by the following terms and conditions:

Security and Confidentiality

- 1) I understand that I am responsible for maintaining the security and confidentiality of all personal information found in or taken from these records.
- 2) Apart from myself, only the following persons will have access to this personal information in a form which identifies or could be used to identify the individual(s) to whom it relates:

Before any personal information is disclosed to these persons, I will obtain a written undertaking from each of them to ensure that they will not disclose that information to any other person and that they will be bound by all terms and conditions of the present agreement. I will maintain a copy of each such guarantee, and will provide *[name of public body]* with a photocopy.

- 3) None of these records (including copies of them or notes containing personal information taken from them) will be left unattended at any time, except under the conditions described in Paragraphs 4, 5 and 6, below. If I am using these records on the premises of *[name of public body]*, I will comply with *[name of public body]*'s security procedures.
- 4) Any copies of the requested records and any notes which contain personal information taken from them will be kept, in a secure manner, at the following address(es):

They will not be removed from the above premises without the prior written consent of *[name of public body]*.

5) Physical security at the above premises will be maintained by ensuring that the premises are securely locked, except when one or more of the individuals named in paragraph 2) are present, as well as by the following additional measures (e.g. locked filing cabinet):

6) Individually identifiable information from the requested records will be maintained on a computer system to which users other than those listed in paragraph 2) have access.
 Yes _____ No _____

If yes, access to the information will be restricted through the use of passwords and by other computer security measures that prevents unauthorized access or that trace such unauthorized access, including the following methods:

Use of Personal Information

7) Personal information contained in the records described in Part C of this form will not be used or disclosed for any purpose other than as described in Part B (including additional linkages between sources of personal information), nor for any subsequent purpose, without the express written permission of [name of public body].

8) Reports, papers or any other works which describe the results of the research undertaken will be written and/or presented in such a way that no individuals in the requested records can be identified and no linkages can be made between any personal information found in the requested records and personal information that is publicly available from other sources. There will be no exceptions to this

rule without prior and specific written permission from [name of public body].

- 9) Any case file numbers or other individual identifiers to be recorded on computer will be created by myself or one of the persons listed in paragraph 2) and will not relate to any real case numbers found in the records. Any such identifiers are to be used for statistical purposes only.
- 10) No case file numbers or other individual identifiers assigned for the purposes of the research project described in Part B will appear in any other work.
- 11) It is preferred that, no personal information which identifies or could be used to identify the individual(s) to whom it relates will be transmitted by means of any telecommunications device, including telephone, fax or modem. If personal information is transferred by modem, the personal information will be encrypted or a dedicated line will be used. In addition, if facsimile (fax) is used, it will be a secure fax.
- 12) Unless expressly authorized in writing by [name of public body], no direct or indirect contact will be made with the individuals to whom the personal information relates.
- 13) Individual identifiers associated with the records described in Part C, or contained in copies of them, will be removed or destroyed at the earliest time at which removal or destruction can be accomplished consistent with the research purpose described in Part B. At the latest (maximum 2 years), this will occur by:

___ / ___ / ___ (year / month / day)

Any extension to this time limit must be approved in writing by [name of public body]. The removal of individual identifiers will be done in a manner that ensures that remaining personal information (including any found in research notes) cannot be used to identify the individual to whom it relates. If necessary, this will be done by destroying copies of requested records or pages of notes in their entirety. All destruction or removal of individual identifiers will be confidential and complete in order to prevent access by any unauthorized persons.

Audit and Inspection

14) The [name of public body] may determine it is necessary to carry out on-site visits and such other inspection or investigations that it deems necessary to ensure compliance with the conditions of this agreement. Such measures may include, but are not limited to:

- on-site inspection of premises or computer databases to confirm that stated security precautions are in effect;
- receipt upon request of a copy of any written or published work based on research carried out under the terms of this agreement;
- written verification from the researcher that the destruction of all information about identifiable individuals has been carried out by the date specified in this agreement.

Agreement to the Terms and Conditions

15) I understand that I am responsible for ensuring complete compliance with these terms and conditions. In the event that I become aware of a breach of any of the conditions of this agreement, I will immediately notify [name of public body] in writing. Contravention of the terms and conditions of this agreement may lead to the withdrawal of research privileges; [name of public body] may also take legal action to prevent any further disclosure of the personal information concerned.

The [name of public body] reserves the right to demand the immediate return of all records and to withdraw access to records without prior notice if this becomes necessary under the Act.

I accept that the expiry date for access to the records in Part C is the date as listed by [name of public body] below.

Signed at _____,

this _____ day of _____, 20____.

Signature of Researcher

Signature of Witness

Name and Position of Witness

PART E Approval of Terms and Conditions

(to be completed by [name of public body] staff)
The [name of public body] approves the terms and conditions of this agreement under which the [name of public body] grants access to the researcher. The expiry date for access to the records listed in Part C is:

Signature

Position

____ / ____ / ____ (year / month / day)
Date

Glossary

Assignment of Intellectual Property Rights

Assignment means to transfer all or part of one's property, interest or rights to another party. Payment may be received up-front or at some later date.

Audio-Visual and Computer Materials

These materials include, but are not limited to, audio and video tapes, films, slides and photographs, computer programs and computer-stored information.

Background Intellectual Property

Background intellectual property is intellectual property that was created *prior* to a specific date and is normally relevant to the contract or agreement being entered into. Background intellectual property is normally owned by the person or entity that creates it and usually continues to be so owned, although cross-licensing may be necessary to support the use of intellectual property developed during the research project (Foreground Intellectual Property).

Commercial

Being able to yield or make a profit; prepared, done, or acting with sole or chief emphasis on saleability, profit, or success: *a commercial product*. Source: commercial. Dictionary.com. *Dictionary.com Unabridged (v 1.1)*. Random House, Inc. <http://dictionary.reference.com/browse/commercial> (accessed: February 14, 2007)

Examples of Commercial use include, but are not limited to:

- use at or for a commercial enterprise;
- use for financial gain, personal or otherwise;
- use at home, for which an individual will be paid in connection with its use;
- use in connection with administering a commercial website;
- use in connection with the provision of services for which an individual or firm is compensated in excess of operating costs.

Confidential Information

Confidential information is information that is disclosed by one party to another and is not intended for disclosure to any other party. It may include trade secrets, know-how, show-how, concepts, discoveries, inventions, research or technical data and other proprietary information or material (biological or otherwise). Confidential Information does not include information that:

- is or subsequently becomes generally available to the public through no act or fault of recipient;
- was in the possession of recipient prior to its disclosure by the provider to the recipient;
- was lawfully acquired by recipient from a third party who was not under an obligation of confidentiality to provider;
- is required by an order of a legal process to disclose, provided that recipient gives provider prompt and reasonable notification of such requirement prior to disclosure; or
- independently developed by employees, agents or consultants of the recipient who had no knowledge of or access to the discloser's information as evidenced by the recipient's records.

Conflict of Commitment

A conflict of commitment is a situation where the external professional activities of a member are so substantial or demanding of the member's time and attention as to interfere or adversely affect the discharge of the member's responsibilities to the University, or where the non-University activities of a member involve the use of University resources.

Conflict of Interest

Conflict of interest means a situation where a person is in a position to influence, either directly or indirectly, University business, research, or other decisions in ways that could advance the researcher's own interests or the interests of a related party, to the detriment of the University's interests, integrity or fundamental mission. In the research context, conflict of interest includes a situation where financial or other personal consider-

ations may compromise, or have the appearance of compromising, an investigator's professional judgment in conducting or reporting research. Conflicts of interest may be potential, actual or apparent.

The Provincial Government views Conflict of Interest occurring when an employee's private affairs or financial interests are in conflict, or could result in a perception of conflict, with the employee's duties or responsibilities in such a way that the employee's ability to act in the public interest could be impaired, or the employee's actions or conduct could undermine or compromise:

- the public's confidence in the employee's ability to discharge work responsibilities, or
- the trust that the public places in the public service.

Copyright

The exclusive right of the creator, or subsequent copyright holder, to copy, produce, reproduce perform or publish a work. Copyright exists as soon as an artistic, literary or musical work or software is created; it arises automatically when an original work is created, and does not need to be granted by any authority. This differs from patents, for example, which must be applied for and issued by federal governments.

Data

Representations of recorded information or concepts prepared in a form suitable for use. This includes, but is not limited to, technical data, computer software and computer databases. Data does not include data incidental to the administration of a contract such as financial, cost and pricing, administrative or management information.

Financial Reporting

Refers to the production of unaudited financial reports by the University. These reports should be a full accounting of the receipt and expenditure of the Province's financial contribution. They should include project summary, budget variance, expenditure details, salary details, federal cost share, contributions in kind, and revenue details, if any.

Foreground Intellectual Property

Foreground intellectual property is new intellectual property that is created *after* the start date or effective date of a contract or agreement.

Freedom to Operate

Freedom to operate refers to the ability to commercially produce, market or use a product, process or service without infringing the intellectual property rights of others.

Indemnification

Indemnification refers to protection from harm or cost. An indemnifying party guarantees to pay or take care of any debt, lawsuit or claim that may arise as a result of a contract or contract performance on behalf of the indemnified party.

Indirect Costs

Indirect costs (or overhead) are those costs that cannot be identified readily and specifically, but are nonetheless associated with a particular activity. For example, indirect costs to universities of conducting research include heat, power, administration, library and computing facilities.

Intellectual Property

Refers to intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how. Although intellectual property rights are associated with a wide range of products of the human intellect, such as training manuals, publications, map products, videos and computer software, they are distinct from the physical medium on which these products are produced. The intellectual property is the set of rights arising from the creation and development of these products. For example, if a physical book is produced, the author's copyright in that book is the intellectual property.

Intellectual Property Rights Ownership

Intellectual Property rights vest with the creator(s) of that intellectual property. Those rights may be transferred to another party under contract or via university policy.

Invention or Discovery

At the University, "invention or discovery" includes databases, audio and video tapes, films, slides and photographs, computer programs and computer-stored information or equivalent circuitry, biotechnology and

genetic engineering products and all other products of research which may be licensable. Inventions do not include traditional scholarly works such as books, lecture notes, laboratory manuals, artefacts, visual art and music.

Know-how

Know-how is normally unwritten information that is needed to achieve a significant development, production, or use.

Matching Funds Programs

Numerous government provincial and federal programs exist that contribute a certain amount of research funds to the University for every dollar contributed by an industry sponsor. The largest sources of these funds are administered federally by the Natural Sciences and Engineering Research Council of Canada, and the Canadian Institutes of Health Research.

Material

All findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include:

- i. Client Case Files or Personal Information which could reasonably be expected to reveal the identity of clients;
- ii. Property owned by the University.

Non-Commercial

Means not being able to profit financially at any time from materials, results and products (“outputs”), produced under contract between the Province and University, in the use of these outputs by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);

Overhead (see Indirect Costs)

Patent

A patent is a right granted by a national government, upon application and in exchange for a complete disclosure of an invention. The disclosure is initially a confidential disclosure to the patent office, which later becomes a non-confidential disclosure to the public at large. A patent gives the applicant the right to prevent others from making, using, or selling the claimed invention for a limited period of time. Subject to the payment of the prescribed annual fees, patents generally have a life of 20 years depending on the jurisdiction. In order to be patentable, an invention must be novel, useful and not obvious to a person skilled in the field of the invention.

Principal Investigator

The individual identified by the University as the person primarily responsible for a research project.

Protected

A security category assigned to documents, files or records series containing confidential and/or sensitive information.

Publication

Publication is disclosure that gives the public or third parties knowledge or details of an item of information. Publication may be made by way of speech, written materials, tape, video recording or other electronic means, drawing, photograph, printed work, or any other disclosure given or distributed. Publication does not include disclosures of information made on a confidential basis. Depositing a thesis in a library constitutes publication and may prejudice the ability to obtain a patent unless appropriate measures are taken to limit access to the thesis during the critical patent application period. At the University, a public thesis defence is considered public disclosure and may also prejudice the ability to obtain a patent.

Secret Research

University facilities may not be used for secret or classified research. Results of research undertaken at the University are ultimately publishable at the discretion of the principal investigator.

The University must be able to disclose the following five items related to research projects:

- Name of sponsor
- Title of project (non-confidential)
- Award amount
- Name of principle investigator
- Contract period

Scholarly Integrity

At the University, the following policy applies as it relates to Scholarly Integrity:

1. Researchers are personally responsible for the intellectual and ethical quality of their work and must ensure that their scholarly activity (which includes teaching, research, scholarship or artistic/creative activity carried out in the course of a faculty, staff or student's work or studies at the University and includes activities that would be appropriate for inclusion on a curriculum vitae or in an annual report to a Department Head) meets University standards.
2. Researchers involved in scholarly activity must not commit scholarly misconduct.
3. The University will investigate allegations of scholarly misconduct in a timely, impartial and accountable manner and take appropriate action, including any necessary steps to preserve evidence, when it becomes aware of allegations of scholarly misconduct.

Sensitive Information

Personal, confidential or protected information whose release is unauthorized i.e., information which is reasonably likely to be excepted or excluded from access under the Freedom of Information and Protection of Privacy Act.

Record of Changes to the Tool Kit

The tool kit and sample agreements were first distributed in January 2008. This document records all subsequent changes made to the tool kit and sample agreements. Changes are made after they have been reviewed by and approved by representatives of the provincial government and the universities.

Changes approved March 2009

Sample Sponsored Research Agreement, section 16.01 reference to “data” added as follows: “Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will: ...”.

Reference Document 7, under item 3, changed to “defined in Appendix <6> (Glossary) of the Final Report as:” to “defined in the Glossary (Reference Document 9) as:”

Updated version labeled “Version 1.2”.

Changes approved September 2010

1. All documents: All headers changed from “Version 1.2 March 2009” to “Version 1.3 September 2010”
2. Tool Kit cover page: Version 1.2 changed to “Version 1.3 September 2010”
3. Tool Kit cover page: TUPC logo replaced with RUCBC logo
4. Tool Kit, Sample Grant Letter: first sentence replaced with the following:

We are pleased to inform you that <university name>, with you as principal investigator, has been awarded the sum of \$_____ for the <name of project, or describe program target or research activity> (the “Project”), as outlined in your proposal dated <date>.

Signature block replaced with the following:
<name>
Deputy Minister <or Minister of <ministry name>

5. Sample Sponsored Research Agreement, end of first sentence:
THIS AGREEMENT: “200__” changed to “201__”.

1.01 (g): “Rebate” definition changed to:
“means a rebate on Federal Harmonized Sales Tax applicable to the University”.

3.03: Changed to read:
“The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of Harmonized Sales Tax, as applicable to the Research Project, and as provided for within the Financial Contribution.”

6.01(g): Defined term capitalized:
“...Financial Contribution...”.

6. Sample Schedule B—Financial Contribution:
Added new section 3:

3) The University will submit to the Province <specify timing, e.g., upon completion of each phase of the Research Project specified in Schedule “A”, or upon completion of the Research Project, for example>, a written statement of account showing:
(a) the University’s legal name and address;
(b) the date of the statement and a statement number for identification;
(c) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Research Project completed to statement date; and
(d) any other billing information reasonably requested by the Province.

7. Tool Kit Page 13–16, General Service Agreement Template:

Weblink at the top of Page 13, updated as follows:
Also available at, including optional schedules:
http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html

Deleted General Service Agreement on pages 13–16 and replaced with pages 1–12 of the new government General Service Agreement available at: <http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc>.

8. Tool Kit Page 17–18, deleted Schedule F—Additional Terms and replaced with new Schedule F—Additional Terms:

<<General Service Agreement-Schedule F—
REVISED September 2010.doc>>

9. Reference Table, Legal Instrument:
Hyperlink corrected for two web addresses
in the Tool Kit reference table at
www.researchrelationships.ca.
10. Reference Table, Payment: Web address updated to:
<http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc>
11. Reference Table, Goods and Services Tax: Deleted
and replaced with:

Harmonized Sales Tax (HST)

REFERENCE Payment is all-inclusive. No separate
provision for HST required. The portion of HST 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 HST not recoverable by universities is
reimbursable, as specified in Sample Schedule F,
Section 4.

Reference Document 6—Procurement Guidelines
on Reimbursable HST

12. Reference Table, Dispute Resolution, Service
Contracts: Deleted and replaced with:

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.
13. Reference Table, Dispute Resolution, Service
Contracts, Reference: Deleted and replaced with:
Refer to GSA Template, Section 12
14. Reference Document 1, last section under
Repayment of a Transfer Payment: Deleted 12 and
13 and replaced with the following policy update:

Repayment of a Transfer Payment

- 12) Where a transfer payment is paid
 - after the expiry of eligibility;
 - on the basis of fraudulent or inaccurate
information;
 - in error; or
 - the recipient has not complied with the
terms and conditions for the payment,

- 13) the ministry executive financial officer or
other designated ministry official will
determine the extent of repayment with
reference to the nature and severity of the
situation, and record the amounts owing as
a debt receivable to the government.
- 14) Refund of an overpayment is required
immediately or reasonable arrangements must
be made to ensure repayment in due course

15. Reference Document 2, Page 26: Deleted and
updated with newest Table of Contents available at
website indicated on the page: [http://www.fin.gov.
bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm)

16. Reference Document 4, Page 28:

Updated with newest weblink in header: [http://
www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc](http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc)

Deleted content of page 28 and 29, and replaced
with the new Schedule B content on page 15 and
16 from the GSA master at: [http://www.pss.gov.
bc.ca/psb/GSA/docs/GSA.doc](http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc)

17. Reference Document 5, Page 30:

Deleted Section 4 and replaced with the following:

4. All contract quotations must exclude the HST.
Statements of accounts must include a calculation
of fees (plus applicable taxes, such as HST) and
expenses.

Link updated to: [http://www.fin.gov.bc.ca/ocg/fmb/
manuals/CPM/04_Expense_Mgmt.htm#439d](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/04_Expense_Mgmt.htm#439d)

18. Reference Document 6, re GST: Deleted weblink
in header and content and replaced with:

<<REFERENCE DOCUMENT 6.1.doc>>

Changes approved March 2014

- 1a) Cover page and page 13: BC logo updated
- 1b) Cover page version updated to
Version 1.4 April 2014
- 1c) All documents: All headers that read
“Version 1.3 September 2010”
updated to “Version 1.4 April 2014”.

- 2) Page ii Changed third line of address to: Financial Services Branch. Changed phone number to (250) 356-7685
- 3) Table of Contents, page iii:
Reference Document 1 title changed to Core Policy Manual Chapter 21— Government Transfers
Reference Document 6 title changed to Procurement Guidelines on Reimbursable GST
Reference Document 8 title changed to Sample Research Agreement
- 4) Page 3, 1.01(h) and 3.03:
Deleted “Harmonized Sales Tax” and replaced with “Goods and Services Tax”.
- 5) Page 13, Sample Agreement, General Service Agreement: Deleted word “also” in opening sentence. Deleted all but first page and replaced with link:
http://www.pss.gov.bc.ca/psb/gsa/docs/GSA_December%201_2013.docx.
- 6) Page 14, changed Reference Document 1—Core Policy Manual Chapter 4.3.14—Transfer Payments 1 to Reference Document 1—Core Policy Manual Chapter 21—Government Transfers.
Core Policy Government Transfers Chapter 21 hyperlink changed to: http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/21_Govt_Transfers.htm
- 7) Page 15, changed Reference Document 4—Sample Schedule B for General Service Agreement
<http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc> to correct hyperlink:
http://www.pss.gov.bc.ca/psb/gsa/gsa_index.html
- 8) Page 17, Reference table: changed reference from “Freedom of Information and Privacy Branch” to “SSBC Information Access Operations”
- 9) Page 19 title changed to: Core Policy Manual Chapter 21—Government Transfers
- 10) Page 30, Reference Table, deleted Harmonized Sales Tax (HST) and replaced with:

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.

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)

- 11) Page 34, Reference Document 1, deleted and replaced with link for new Core Policy Manual Chapter 21—Transfer Payments:
http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/21_Govt_Transfers.htm
- 12) Page 37, Reference Document 3—Fact Sheet on Personal Consulting Activities of Academics, first column, last paragraph, deleted and replaced: “September 2003” with “July 2012”
- 13) Page 38, Reference Document 4—Sample Schedule B Fees and Expenses for General Service Agreement, deleted and replaced hyperlink: http://www.pss.gov.bc.ca/psb/gsa/docs/GSA_December%201_2013.docx, and

Added to Section 3. Expenses:
 - c. excluding Goods and Services Tax (“GST”) or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to “(a) and (b) above” if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
- 14) Page 40, Reference Document 5—Government Policy on Advance Payments, deleted and replaced Section 4 with:
 4. All contract quotations must exclude taxes. Statements of accounts must include calculation of fees (plus applicable taxes) and expenses.
- 15) Page 41, Reference Document 6—Government Procurement Guidelines on Reimbursable HST, deleted and replaced with:

Government Policy On Reimbursable GST
Also available at: http://www.fin.gov.bc.ca/ocg/fmb/manuals/FAP/FAP_M.htm
(BC Government employee access only)

M.8 External Party Costs

Shared cost arrangements may include provision for ministries to reimburse external parties for certain costs. Ministries must ensure that arrangements specify the recipient costs to be reimbursed and that these costs are to be net of any federal GST rebates.

For example, full or partial federal GST rebates may be claimed by municipalities, universities, public colleges, school and health authorities, charities and qualifying non-profit organizations. For these recipients, the reimbursed costs must be net of any GST rebate to which the recipient is entitled. The federal eligible rebates are as follows:

	Rebate on Federal GST
Municipalities	100%
Universities & Colleges	67%
School Authorities	68%
Health Authorities, eligible facility operators & external suppliers	83%
Charities & Qualifying Non-Profit Organizations	50%

- 16) Page 44, Reference Document 8—Sample Employee/Researcher Confidentiality Agreement, deleted and replaced with new agreement at:

Sample Research Agreement http://www.cio.gov.bc.ca/local/cio/priv_leg/manual/Sample_research_agreement.pdf

Changes approved July 2016

- 1a) Cover page version updated to Version 1.5 July 2016
- 1b) Headers that read “Version 1.4 April 2014” updated to “Version 1.5 July 2016” (pages 1, 2, 13, 14). Footer updated page iii.
- 2) Page 13, Sample Agreements – General Service Agreement. Updated link to: http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx
- 3) Page 17, Reference Table: Privacy, Access to, and Use of Personal Information. Replaced: 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.

- 4) Page 22, Reference Document 4—Sample Schedule B. Updated link to: http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx
- 5) Page 25, Reference Document 6—Government Policy on Reimbursable GST. Line added “The Sponsored Research Agreement is a type of shared cost arrangement.”
- 6a) Page 26, new Reference Document 6A: Schedule F—Additional Terms—General Service Agreement. Schedule F added in its entirety.
- 6b) Renumbered Table of Contents to reflect two pages inserted for Schedule F.
- 7) Page 26 Reference Document 6A: “(2014 version for use with General Service Agreement, between the Province and B.C.’s Public Universities)” changed to “(For use with General Service Agreement, between the Province and B.C.’s Public Universities)”