

STATEMENT OF POLICY AND PROCEDURE			
Title:	RESEARCH FUND MANAGEMENT	Issued:	October 2017, provisional
Administrative Responsibility:	Faculty Research Committee	Approving Body:	Senate to Board of Governors
Audience:	Faculty and Business Office	Next Review :	Fall 2018

1. Definitions

In this Policy, the following definitions apply:

- a) **Senate** means Tyndale University College & Seminary's Senate;
- b) **Board of Governors** means Tyndale University College & Seminary's Board of Governors;
- c) **Business Office** means Tyndale University College & Seminary's Business Office;
- d) **Costs** means Direct Costs and Indirect Costs;
- e) **Direct Costs** means costs which can easily and accurately be identified as related to the Research Project. Examples include, but are not limited to, salaries, wages and benefits of Research personnel, materials and supplies, travel, equipment and rental of space;
- f) **Indirect Costs** means the costs of a Research Project which cannot be directly attributed to it, usually because they are incurred for objectives common to multiple projects, multiple researchers or multiple functions of Tyndale University College & Seminary. Examples include, but are not limited to, building use and depreciation, equipment depreciation, physical plant and maintenance (including utilities, security, waste disposal), insurance, financial administration (including purchasing and accounting) and libraries;
- g) **Faculty** means the members of Tyndale University College & Seminary's Faculty (both teaching and administrative Faculty);
- h) **FRC** means Tyndale University College & Seminary's Faculty Research Committee;
- i) **The FRC Chair** means the Chair of the Faculty Research Committee

- j) **Research** means systematic investigation designed to establish facts, principles or knowledge including faculty research, student theses, and work done in the context of course assignments;
- k) **Researcher** means the principle investigator of the Research;
- l) **Research Contract** means a legally binding agreement to perform Research or Research-Related Activities under specified negotiated conditions in exchange for payment of Direct Costs, Indirect Costs or both. A Research Contract can be expressed in a variety of forms, including an exchange of a letter or memorandum of agreement, purchase orders, and standard form contracts;
- m) **Research Fund** means Tyndale University College & Seminary's restricted account into which funds are deposited that are generated through Tyndale University College & Seminary Research under the terms of Research Contracts between Researchers, Sponsors and Tyndale University College & Seminary. Funds in these accounts are used for purposes determined by the FRC.
- n) **Research Grant** means an agreement under which a public or private organization provides funding to pay for part of the Costs. Normally, a grant does not require the Researcher to deliver to the Sponsor a pre-determined set of outcomes;
- o) **Research Project** means a specific, distinct project of research.
- p) **Research-Related Activities** means activities closely related to Research. Examples include, but are not limited to, testing and evaluation; the collection and analysis of data; writing, editing or translating; and the organization of meetings for the communication and discussion of Research results;
- q) **Sponsor** means the organization sponsoring the Research;
- r) **SVPAD** means Tyndale Seminary Vice-President and Academic Dean.
- s) **UCVPAD** means Tyndale University College & Seminary Vice-President and Academic Dean;

2. Committee

- 2.1 Under the terms of reference of the Faculty Research Committee and this policy, the mandate of the FRC is to: promote scholarly research; approve Research Proposals and Research Contracts; oversee the review of applications for Canada's Tri-Agency federal research funds; adjudicate and award internal research grants to Faculty from the Research Fund; and review sabbatical applications and make recommendations to the Board of Governors.
- 2.2 The FRC shall be composed of the following members:
- one tenure or tenure-track Professor from the University College elected by the University College Faculty;
 - one tenure or tenure-track Professor from the Seminary elected by the Seminary Faculty;
 - the University College Academic Dean;
 - the Seminary Academic Dean;
 - a Chair appointed by the President.

3. Research Contract Proposals

- 3.1 Any member of Faculty who, as a Researcher, would like Tyndale University College & Seminary to enter into a Research Contract with a Sponsor should prepare a written Research Project proposal which includes, at a minimum, the following information: a statement of work; identification of the individuals who would be doing the work and the facilities to be used; and a budget for the Research Project, including provision for the recovery of Costs.
- 3.2 All Research Contract proposals must be submitted to the Faculty Research Committee for consideration, review and endorsement before being sent to the Sponsor. It is absolutely essential that enough time be allowed for full prior consultation.

4. Negotiating, Executing and Administering Research Contracts

- 4.1 When the Sponsor accepts the Research Contract proposal, the draft Research Contract must be submitted to the FRC which will ensure that the terms and conditions are consistent with all Tyndale University College & Seminary policies, regulations and procedures. With this aim, the FRC may require additional information from the Researcher and may engage in direct discussions with the Sponsor. The FRC may suggest

revisions to the proposal. The Chair or designate will carry-out or supervise negotiations to ensure the most favourable terms possible are obtained and the Research Contract complies with all Tyndale University College & Seminary policies, regulations and procedures. The Researcher will be consulted throughout the negotiations and his or her consent will be required as a pre-requisite to Tyndale University College & Seminary accepting the Research Contract. The Business Office must review financial details before any contract is signed. When all parties are satisfied with the proposal, the FRC Chair and either the SVPAD or UCVPAD shall sign the Research Contract on behalf of Tyndale University College & Seminary.

- 4.2 For all Research Contracts, the contractor shall be identified as Tyndale University College & Seminary.
- 4.3 The FRC Chair shall inform the Business Office of the Research Contract which, in turn, shall set up an account in the name of the Research to which charges associated with the Research Contract shall be made.
- 4.4 Claims against Research Contract accounts shall be made on a standard *"Expense Form"* or approved supplier invoice. The signatures of the Researcher and the FRC Chair are required to verify the appropriateness of the expenses claimed.

5. Principles for Accepting Research Contracts

- 5.1 The FRC may only accept Research Contracts that are consistent with Tyndale University College & Seminary's teaching, Research and public service mandates, for which the required expertise, facilities and services are available, and when mutually acceptable terms and conditions can be negotiated. The FRC will decide the acceptability of each Research Contract on its individual merit.
- 5.2 The Research Contract must conform to the standards set by this Policy and all relevant Tyndale University College & Seminary policies, regulations and procedures.
- 5.3 The Research Contract must be of overall benefit to Tyndale University College & Seminary, providing Tyndale University College & Seminary with: resources, equipment or facilities not otherwise available from Tyndale University College & Seminary funds; academic benefits to faculty and staff or educational opportunities for students extra to

normal programs; or a share of the revenues from the commercial use of the results.

- 5.4 The Research Contract must be self-sufficient and not require Tyndale University College & Seminary to provide personnel, materials, supplies, services or other support for which Tyndale University College & Seminary is not compensated, monetarily or in terms of other benefits received.

6. Guidelines for Negotiating and Drafting Research Contracts

The following guidelines govern the negotiation of Research Contracts, establish Tyndale University College & Seminary's expectations regarding content, indicate the factors and variables that must be taken into account, and set the standards which acceptable Research Contracts must meet:

- 6.1 *Research Specifications* – The Research specifications are to be reasonable and practicable in respect to time, facilities and other required resources. The scope of the Research may be affected or limited by the price that the Sponsor is able or prepared to pay.
- 6.2 *Research Project Proposal* – The Research Project Proposal is to be sufficiently detailed so as to permit an informed assessment of the demands that the Research will place on facilities and equipment, for review for ethics, and to judge the adequacy of the Research Contract price.
- 6.3 *Time Frame* – The time frame for the Research is to be reasonable and practical. The time frame may be affected by the availability of facilities and services, staff time, and any teaching, Research or other obligations of the Researcher.
- 6.4 *Contract Value* – Normally, the Research Contract value is to be sufficient to cover all the Direct Costs and a substantial proportion of the Indirect Costs. However, Tyndale University College & Seminary may be prepared to negotiate cost-sharing or other favourable arrangements based on other compensating or off-setting benefits.
- 6.5 *Ownership of Results* – The ownership of the Research results is to be negotiated on the basis of the value of the compensation received. Arrangements may vary. In some instances, the Sponsor may obtain outright title (subject to the Researcher's and Tyndale University College & Seminary's right to publish); in other instances, the Sponsor may obtain

the right to a license, or Tyndale University College & Seminary may retain an interest in the commercialization of the results. Apart from specifically negotiated prior arrangements, ownership will be in accordance with *Tyndale University College & Seminary Intellectual Property Policy*.

- 6.6 *Publication* – The Research results are to be publishable in accordance with *Tyndale University College & Seminary’s Intellectual Property Policy*.
- 6.7 *Research Reports* – The Research Contract is to specify the frequency of, or the dates on which, progress or final reports are required. The Researcher is responsible for the preparation, content, style, number, delivery, and timeliness of all reports, except financial reports, in accordance with the provisions of the Research Contract. One or more copies should be retained by the Researcher and one copy, the official Tyndale University College & Seminary copy, is to be retained in the official files of the FRC.
- 6.8 *Financial Reports* – The Research Contract is to specify the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The Chair of the FRC, in conjunction with the Business Office, is responsible for the preparation, content, accuracy, and timeliness of the financial reports.
- 6.9 *Personnel* – Personnel are to be engaged as independent contractors or employed only in accordance with Tyndale University College & Seminary policies. There may be no commitment to continue engagement or employment beyond the term of the Research Contract.
- 6.10 *Equipment* – Title to capital equipment, if any, is to be specified. Tyndale University College & Seminary prefers to retain title but the requirements of some Sponsors, particularly government, to obtain title can be accommodated.
- 6.11 *Budget* – If expenditures are to conform to a budget, the Researcher must assume responsibility for ensuring that line items are adhered to and for obtaining, in advance and in writing, the necessary approvals for budget changes.
- 6.12 *Payment* – The Research Contract shall specify the manner in which Tyndale University College & Seminary will be paid. Tyndale University College & Seminary prefers a regularized system of progress payments but may require a working capital advance sufficient to cover start-up

costs. The usual practice of a final payment (of ten per cent of the total contract price) upon receipt of a final report or statement is acceptable. Tyndale University College & Seminary must not be required to carry the Costs for an extended period of time.

- 6.13 *Renewal/Termination* – The Research Contract must provide suitable mechanisms for renewal, extension, or termination. For termination before completion, written notice by the terminating party must be required. Upon termination, Tyndale University College & Seminary must be paid for Costs incurred or committed up to the date termination.
- 6.14 *Acceptance and Approval* – Once the Research Contract’s terms have been negotiated and reviewed by the Business Office, formal documents shall be prepared and approved, in writing, by the Researcher, the Chair of the FRC, and either the UCVPAD or SVPAD.
- 6.15 *Researcher’s Signature* – The Researcher’s signature constitutes an acceptance of responsibility for the technical and scientific conduct of the Research. This signature is also the Researcher’s acceptance of the Research Contract’s terms and conditions including its ownership and publication provisions.
- 6.16 *UCVPAD or SVPAD Signature* – The UCVPAD or SVPAD signature constitutes an approval of the undertaking of the Research; an assurance that the Research is consistent with and will benefit Tyndale’s teaching, Research and public service mandates; an undertaking that the Research can and will be accommodated within the constraints of the facilities and services currently available; an assurance that the costs of equipment, personnel, supplies and services for the Research can and will be recovered from Research Contract funds; and an assurance that the Research will not conflict with the Researcher’s responsibilities to Tyndale University College & Seminary.
- 6.17 *Execution/Tyndale University College & Seminary Signature* – The signature of the FRC Chair, or designated signing officer, is required to finalize the Research Contract and make it binding on Tyndale University College & Seminary.

7. Responsibilities of Researcher

- 7.1 The Researcher is responsible for ensuring that Tyndale University College & Seminary complies with all applicable terms and conditions of the Research Contract, including:

- a) performing the work as stated in the Research Contract;
- b) ensuring that everyone working on the Research Project is aware of and agrees to comply with all applicable terms and conditions, especially those relating to publication, intellectual property, conflict of interest, Research ethics, confidentiality and academic integrity;
- c) submitting reports and other deliverables in the form and by the date specified in the Research Contract;
- d) ensuring that all obligations with respect to inventions and other forms of intellectual property are met;
- e) authorizing expenditures in accordance with the budget outlined in the Research Contract. All expenditures must be authorized by the FRC Chair or designate;
- f) ensuring that the Research Project is conducted in accordance with all of Tyndale University College & Seminary's policies, regulations and procedures; and
- g) ensuring that the FRC Chair is informed as soon as possible of any circumstances which could prevent the satisfactory completion of the Research Contract;
- h) ensuring all invoices and expense claims are approved and submitted for timely payment.

7.2 The Researcher may be compensated for the performance of services in connection with the Research Contract, subject to *Tyndale University College & Seminary's Policy on Conflict of Interest*. In such cases, the Researcher must receive advance written approval from the FRC Chair and the respective UCVPAD or SVPAD.

8. Recovery of Indirect Costs

As referred to in section 6.4 of this Policy, Research Contracts shall normally include provision for Tyndale University College & Seminary to recover all Direct Costs plus a substantial portion of Indirect Costs (e.g. overhead). It shall be the responsibility of the FRC, in consultation with the Business Office, to determine if the cost recovery provisions of a given Research Project proposal are adequate or not.

9. Distribution of Indirect Costs

Revenue received by Tyndale University College & Seminary for Indirect Costs from Research Contracts shall be distributed in accordance with the terms and conditions of the Research Contract, and where possible, to support further Faculty Research in ways to be determined by the FRC from time to time.

10. Personal Research Contracts

Under *Tyndale University College & Seminary's Policy on Conflict of Interest Policy*, Faculty members are permitted to enter into personal contracts to perform Research and other services, provided that they conform to the requirements of that policy. Where the performance of such personal contracts involves use of Tyndale University College & Seminary's buildings, equipment, services or employees, the faculty member must inform the appropriate SVPAD or UCVPAD and the FRC, and enter into a written agreement to pay for all Costs of such use. Under the same agreement, the faculty member shall indemnify Tyndale University College & Seminary for all damages, losses, and costs arising from the faculty member's performance of, or failure to perform, the Research Contract.

11. Administration and Review of the Policy

11.1 The FRC is responsible for the administration of this Policy.

11.2 It is the responsibility of the FRC to review and evaluate this Policy on a biennial basis. Any changes to this Policy, which are recommended by the FRC, shall be conveyed to the President and the Senate for discussion. Proposed changes shall then be sent to the Board of Governors for final approval.

12. Acknowledgements

In preparation of this Policy, Tyndale University College & Seminary wishes to acknowledge its reliance on the University of Toronto's "Policy on Research Contracts and Recovery of Indirect Costs of Research" and the University of Calgary's "Policy on Contracts for Research." The Research Contract policies of Nipissing University and Trent University were also consulted.