



# A Guide to Research Partnerships

*with the University of Guelph*

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**Adapted for the University of Guelph by:**

Research Innovation Office and Office of Research Services



**RESEARCH  
INNOVATION**

## Disclaimer

The information in this document is intended to provide a high-level overview of research partnerships at the University of Guelph. No part of this document should be interpreted as constituting the terms the University of Guelph might be willing to agree to in any specific case. Furthermore, this document does not constitute legal advice. Please contact the Industry Liaison Team (ILT) at [ilp@uoguelph.ca](mailto:ilp@uoguelph.ca) for more information.



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## Introduction

We are in an era where discoveries made anywhere can disrupt markets everywhere. As a result, Canada's ability to turn research into products, services and scalable businesses will increasingly determine our country's competitiveness.

Success in this area requires Canada to have both a world-class fundamental research system and the mechanisms to mobilize the outputs of that system. Research partnerships are an important way to mobilize the talent, discoveries and expertise that fundamental research creates. Among G7 countries, Canadian universities have the second-highest percentage of research funded by the private sector. In 2015-16, businesses invested more than \$888 million in research at Canadian universities. However, in the face of robust global competition, there is a national imperative to strengthen our competitive advantage by further capitalizing on the benefits available through university-private sector research partnerships.

At the University of Guelph, we are committed to mobilizing research into action, applying knowledge and discoveries to shape understanding and improve life. Our relationship with government, industry and community partners is integral to this process. This is why *catalyzing and stewarding research partnerships* is a guiding principle within our Strategic Research Plan.

Building on our strategic partnerships and traditional strengths, the University of Guelph has grown to become one of Canada's top comprehensive research-intensive universities. Our \$148M research enterprise spans across seven colleges, a regional campus, 15 research stations and the Ontario Agri-Food Innovation Alliance with the Ministry of Agriculture, Food and Rural Affairs. In addition, University of Guelph is a leader in the creation and dissemination of intellectual property, with the greatest number of patent disclosures per faculty member nationwide.

This guide to research partnerships is intended to form part of the University's research partnership toolkit. Our hope is that this guide helps businesses understand what constitutes a research partnership and what to expect when initiating a new project. Although this guide has been adapted by the University of Guelph, it was originally developed by The U15 Group of Canadian Research Universities and the Business/Higher Education Roundtable. As such, it is intended to provide an overview that will be largely consistent with research partnerships at other Canadian universities.



## About University Research Partnerships

Businesses leverage expertise at universities in several ways, including research partnerships, faculty consulting and service contracts. Research partnerships are the most significant way businesses leverage university expertise and are the focus of the rest of this guide. Faculty member consulting contracts are usually established directly between an individual faculty member and a business in cases where university equipment, labs and resources are not required. Service contracts are used when a business wants university staff to perform specialized but common analyses or wants to use the university's state-of-the-art equipment.

University research partnerships (sometimes also called sponsored research or collaborative research) occur when businesses invest in research at a university to solve complex problems. This arrangement allows businesses to capitalize on the expertise and facilities that exist at universities because of Canada's investment in fundamental research. Research partnerships may also frequently result in new intellectual property that a business can commercialize.

Throughout this guide, you will find examples of successful partnerships from the University of Guelph. These examples represent a tiny fraction of the many successful partnerships that occur at UofG on a regular basis. In total, these partnerships funded \$14.8M of research in 2017-2018.



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## Partnership Example: Defining Workplace Values of Generation Z

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### Challenge

While there is an abundance of reports and studies available about Millennials and their attitude towards careers and the workplace, information regarding the next youth generation (Generation Z) remains scarce and inconsistent. As a youth consulting firm, this knowledge was an integral part of the services Lovell Corporation wished to offer their clients.

### Partnership

Lovell Corporation connected with Dr. Sean Lyons in the Department of Management, seeking a comparative analysis of Millennials and Generation Z to provide their clients with new products, such as training workshops, speaking engagements, specialized consulting services and industry publications. Dr. Lyons is an expert in management with respect to generational differences in work values and attitudes. With some guidance from the Industry Liaison Team and a \$12,500 investment from Lovell, Dr. Lyons received an additional \$27,500 to fund this 1-year research project (including a graduate student) through programs from Ontario Centres of Excellence and Mitacs.

### Research

The objective of the research was to define the characteristics, career expectations and values of the youngest generation in the workforce (Generation Z) and identify the principles and implications of these characteristics to help business and educators adapt to their needs.

### Impact

A report distinguishing the values of Generation Z versus the Millennial generation was published by the Lovell Corporation at the end of 2017, and the knowledge created has been essential to the services provided to their clients, such as marketing strategy and workshops. Kelly Lovell, CEO, notes that the proprietary knowledge gathered through this partnership has differentiated them in the market and given them authority on the topic over their competitors.



## How Businesses Use Research Partnerships

Every business has unique challenges and opportunities. Some common types of research partnerships include:

- **Developing leading edge products and services.** When university faculty members undertake fundamental research, they often make exciting discoveries. These discoveries are at an early stage and are not usually ready for commercial use. Businesses can use research partnerships to advance these early-stage discoveries, turning them into leading-edge products. For a list of current technologies available at the University of Guelph, please visit our Research Innovation Office [licensing opportunities webpage](#).
- **Developing proof-of-concepts.** Businesses will often identify a new opportunity that is possible but hasn't been done before. In many cases the barrier to product development is the need to solve a major problem. Businesses can use research partnerships to get a subject-matter expert to solve that problem and develop a proof-of-concept that can help secure customers and investors.
- **Improving production processes.** The controls, sensors, materials and systems a business uses significantly influence the efficiency of a production process and the quality of its output. Research partnerships give businesses access to experts who can combine leading-edge knowledge with state-of-the-art equipment to find ways to increase the quality and efficiency of a production process.
- **Improving performance.** To increase the ability of drugs to save lives and improve their quality, we need new ways of attacking illnesses and conditions. At the centre of this process is finding new drug targets and understanding a drug's mechanism of action. Research partnerships allow companies to get experts to develop this foundation for new medicines and other therapies.
- **Solving industry-wide challenges.** Some challenges pose an opportunity (or a threat) to an entire industry. For example, emergence of fungal pathogens such as *Fusarium graminearum* could threaten efficient production of many food crops across the country and globally. In cases like this, many businesses may pool their resources in a research consortium to work with academic experts to find new solutions to their common challenges.



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## Partnership Example: Translating OMICS for Competitive Dairy Products

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### Challenge

Parmalat Canada is the top producer of premium-quality aged cheddar in Canada, and a challenge they are facing is that demand for aged cheddar is projected to steadily increase in the future, requiring Parmalat to increase its manufacturing capacity. Trade deals (such as Comprehensive Economic and Trade Agreement, CETA) make it more urgent for Parmalat Canada to gain efficiency and protect its market share.

### Partnership

To achieve this goal, Parmalat Canada is working with Dr. Gisele LaPointe, NSERC/Dairy Farmers of Ontario Industrial Research Chair in Dairy Microbiology in the Department of Food Science, to validate and implement meta 'omics' tools modified to meet the technical requirements of cheese production. Parmalat and Dr. LaPointe were able to secure additional funding from Genome Canada for this 3 year, \$1.3M project.

### Research

This project will improve manufacturing processes and controls to overcome current bottlenecks and significantly increase the production capacity of high-quality, competitive aged cheddar cheese.

### Impact

This project will bring the Canadian knowledge base related to cheese making into a new era. With increased production of high-quality cheese, Parmalat will contribute even more to the Canadian economy. At the same time, our dairy farmers will benefit significantly from the increased use of Canadian milk and increased revenues for dairy farmers of an estimated \$28 million per year.





## Considerations When Forming a Research Partnership

When forming a research partnership, it is important to recognize that the mission of universities is to create and disseminate knowledge. This mission drives the educational and research activities these institutions undertake. Whether research is fundamental in nature or undertaken to solve a business challenge, the goal of advancing knowledge and training students lies at the core of every project. This mission influences the kinds of research partnerships universities can form. When a project aligns with the university's core mission, they can provide an array of resources and infrastructure that lower costs and assist with the project's success.

The actual structure of a research partnership, including its budget and duration, varies depending upon factors such as a business's individual objectives. Project teams may include post-doctoral fellows, graduate students and undergraduate students, as well as other research personnel under the supervision of an experienced principal investigator (lead university researcher on a project).

When developing a research partnership, businesses should consider the following strategic factors:

**Table 1: Business Considerations for a Research Partnership**

Strategic questions	Considerations
What business objectives are you trying to meet with this project?  How do you intend to use the results?	Finding common ground between a university researcher's need to publish and a business's research goals is a key part of most successful research partnerships. This means that projects with research results that can be published, because they don't require IP protection, or can be legally protected (e.g. patent, copyright), are well-suited to research partnerships.
Do you want to interact with the research team during the project or just receive periodic reports?	Studies have shown that company involvement in research partnerships results in better project outcomes. The way that interaction occurs varies by project based on the preferences and objectives of the participants.



<p>Do you want the opportunity to engage with graduate students and post-docs who are working on your project or just the principal investigator?</p>	<p>Many companies want to work with students and post-docs on their project to assess their ‘fit’ as potential future employees. Many students and post-docs also appreciate the opportunity to interact with potential employers.</p>
<p>Given your business needs, how fast do you need the project completed?</p>	<p>Although constraints exist (such as lab and researcher availability) it is sometimes possible to accelerate projects, generally at a cost increase. Additionally, the timeline is an important deciding factor when discussing other sources of external funding (such as government grants) through the leveraging of company contributions for collaborative research.</p>

## Getting Started at the University of Guelph

The University of Guelph (“University”) is fully comprehensive, having extensive expertise across a wide range of subjects, from social sciences and arts to natural sciences and engineering. As a result, finding the right researcher for a research challenge can seem daunting. To address this challenge, our Industry Liaison Team, in the Research Innovation Office, helps businesses identify suitable expertise on campus and successfully build research collaborations. If you have begun discussing a project with a researcher, involving an ILT member as early as possible can help ensure the project gets underway smoothly. Even if you are just exploring the possibility of undertaking research with the University, the ILT are a great resource. They can answer general questions and provide the University’s standard research agreement template.

For companies with significant R&D or production operations in Canada, research partnerships may also qualify for partial support through government grants. These grants can help extend your research budget (by leveraging cash and in-kind contributions) and mitigate some of the risk involved in your research investment. There are several federal and provincial programs available, and our ILT can help you identify the best external funding opportunities to pursue.

Once you have identified a principal investigator and agreed to a scope of work and budget, an ILT member will work with you to negotiate intellectual property (IP) terms. These will be communicated to the Office of Research Services (also part of the Office of Research), who will work with you to finalize a research agreement. In the following sections, we provide more information about how research agreements are structured at the University, and a description of typical terms.



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## Partnership Example: The Effect of a Feed Additive on Intestinal Inflammation in Broiler Chickens

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### Challenge

Coccidiosis is a parasitic condition affecting broiler chickens and a factor for necrotic enteritis, an ailment that is associated with \$6 billion total annual losses world-wide to poultry producers. In conventional production, this ailment is prevented and managed through antibiotic and ionophore administration. However, the use of antibiotics is prohibited in raised without antibiotic (RWA) feeding programs, where it is largely prevented through vaccination. Unfortunately, many vaccines contain live parasites that cause inflammation in the gut and decreases in weight gain.

### Partnership

Some feed additives, such as Selko® Elarom® Poultry, produced by Trouw Nutrition, have been demonstrated to improve the feed conversion ratio, an index of growth and proper intestinal functioning. To understand the mechanistic underpinnings of these effects, Trouw Nutrition sought assistance from Dr. David Wright, a faculty member in the Department of Human Health and Nutritional Sciences, whose research focuses on understanding how effects of diet, exercise and drug-based interventions on whole-body fuel metabolism influence inflammation.

### Research

With some assistance from the Industry Liaison Team, Dr. Wright and Trouw Nutrition received \$25,000 from Natural Sciences and Engineering Research Council (NSERC) to examine the effects of Selko® Elarom® Poultry on indices of intestinal inflammation and gut integrity in broiler chickens.

### Impact

The work from Dr. Wright's laboratory in collaboration with scientists from Trouw Nutrition demonstrated that dietary supplementation with Selko® Elarom® Poultry reduced the degree of intestinal inflammation compared to an antibiotic that is commercially used. This work has led to continued collaboration between Dr. Wright's laboratory and Trouw Nutrition on new projects.



## Description of Terms

Research agreements are similar at most universities and contain many of the same terms. Below is a description of the most common terms found in the University's template research agreement with an explanation.

### Project Description

The most successful research partnerships occur when a business's needs align with a researcher's interests and expertise. A critical part of achieving this alignment is to clearly articulate the project's goals and scope of work. Your desired outcomes, timelines, and other objectives (e.g. interaction with students) can all influence the terms of the agreement. In addition, because research results cannot be known in advance, it is important to develop a shared, realistic understanding of the work that the researcher will undertake, the challenges associated with the project, and the likely outcome.

### Cost and Payments

University research partnerships are a cost-effective way to undertake many types of projects. Generally, when negotiating the cost and payment terms of a research agreement, there are two types of costs to be agreed to: direct costs, and facilities and administration costs (F&A). Direct costs are expenses that are easily attributable to the project – graduate student salaries, materials, and so on. The time University faculty members spend on a project is often covered by the University, creating a significant cost savings for businesses. F&A costs (also called indirect costs or overhead) refer to a wide range of other research-related costs that the University incurs but can't attribute directly to any individual project. These costs include items like lab maintenance, utilities and support staff salaries. Typically, F&A costs are calculated as a percentage of direct costs. Although audits have found actual overhead costs to be about 60% of direct project costs, Canadian universities generally absorb some of these costs and charge business partners a significantly lower overhead rate. At the University, this rate varies depending on the terms of the research agreement governing the project. Please consult our Industry Liaison Team for more information. The invoicing and payment schedule are negotiated based on the nature and duration of the project. Typically, the University will need payments in advance of the performance of work, generally on a yearly basis. However, in some cases, other approaches may be possible.



## Research Reports

Your business objectives will dictate the amount of on-going engagement you desire with the team working on your project. It is good practice to schedule status updates throughout the course of the project where information regarding the progress of research, important discoveries, and IP can be discussed. If required, written reports can also be provided on a schedule that is appropriate for your project, followed by a final report at the end of the project. If third party (i.e. Government grants such as NSERC, OCE, Mitacs or Genome Canada) funding is obtained for the project, these organizations may have their own reporting requirements as well.

## Intellectual Property (IP)

Deciding how to handle the intellectual property associated with a research partnership is one of the most important aspects of a negotiation. The business and the university and/or the researcher often have existing IP (also known as background IP) that they bring to the project. Arising (or foreground) IP is intellectual property that results from the project. Ensuring that you and the university and/or the researcher feel that their background IP is protected and that they can benefit from any arising IP is a key component of a good research partnership.

## Background IP

Background IP refers to any intellectual property based on prior work that you and the University and/or the principal investigator bring to the project. This can include existing designs, patents, code or other intellectual assets. Generally, both a business and the University and/or the University principal investigator grant each other research-only licenses to background IP for the duration of a project. To protect all parties, it is important for both you and the principal investigator to identify and document any background IP that may be required to complete the project. Depending upon the circumstances, the agreement could also grant you a licence or an option for commercial rights to the University and/or the principal investigator's background IP.



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## Partnership Example: Development of an In-Vitro Fertilization Diagnostic Platform

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### Challenge

In vitro fertilization (IVF) is an assisted reproductive technology (ART) procedure used globally for infertility treatment and gestational surrogacy. The technique has a live birth success rate per transfer of approximately 35%. The single biggest technical challenge faced by IVF clinics worldwide is the difficulty in identifying and selecting individual oocytes and embryos with the highest probability of establishing a pregnancy.

### Partnership

Recognizing the need for improved non-invasive screening methods, ONE Fertility, an Ontario based Human fertility clinic, partnered with Dr. Jonathan LaMarre from the Department of Biomedical Sciences. Dr. Lamarre's research focuses on processes that underlie cellular and physiological events relevant to animal and human health, fertility and development. LifeGlobal, a supplier of ART products with R&D facilities located in Guelph, also served as a partner for the \$175,000 project, which was funded by NSERC and Ontario Centres of Excellence.

### Research

The research collaboration focused on identifying a "Secreted Small-RNA Fingerprint" (SSRF) reflective of embryo health that could be used to develop a platform to non-invasively assess and select single embryos with the highest implantation potential and greatest likelihood of delivering a healthy child.

### Impact

Results of this work are providing significant competitive advantages to ONE Fertility and LifeGlobal (now Cooper Surgical) as they further develop improved methodologies and products. This innovation will provide a strong opportunity for growth in the reproductive biotechnology R&D sector in Ontario and associated high-value employment opportunities.



## Arising IP

### Ownership

It is important to discuss IP at early stages with the principal investigator and our Industry Liaison Team to assist negotiations for agreement completion. When negotiating IP ownership, it is important to consider whether you need to own the IP or only require the rights to commercialize it. There are four major approaches to ownership: creator-owned, jointly owned, sponsor-owned, or university-owned. Many factors will influence which approach best suits your agreement. Factors to consider include whether one business or a consortium of businesses or other entities is undertaking the project; how much of the cost of the project these parties are funding; the nature of the project's anticipated arising IP, and the university's policy regarding IP ownership. The University's IP policy is creator-owned, unless otherwise restricted by negotiated contractual terms.

### Commercialization Rights

From a business perspective, IP commercialization rights are often one of the most important aspects of a research agreement. Your business objectives, whether you are funding the full cost of the project, and other factors all affect the IP terms that will be agreeable to you, the University and the principal investigator. Among the possible arrangements are a licence or a first option to negotiate a licence to arising IP. These can be either an exclusive or a non-exclusive right. Depending upon your business's needs, as well as other considerations, any of these rights and options could be defined or limited in terms of time, field of use, or other mutually agreed-upon factors. Typically, depending on the nature of the IP, some form of compensation in exchange for an exclusive commercial licence will be required (e.g. royalty, lump-sum payment, and/or in-kind contribution). University faculty members, employees and students are expected to disclose all inventions to the Research Innovation Office Technology Transfer Team, who can evaluate the IP, assist in its protection, and negotiate licensing agreements.

### Retained Rights

As noted above, creating and disseminating knowledge is a university's core mission. Accordingly, when it comes to the results of research partnerships, the University will retain perpetual non-commercial rights to use all arising IP resulting from the project in teaching and further research, regardless of how other IP rights are structured.



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## Partnership Example: Improving Data Sharing and Connectivity in Remote Northern Communities

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### Challenge

Limited connectivity in remote, rural and Indigenous communities has led to a digital divide where millions lack access to online resources and digital economy due to insufficient infrastructure. This is particularly challenging for Northern communities dealing with abruptly changing environmental conditions, as messaging, emergency response, environmental and health-monitoring applications must be robust and flexible. With limited mobile connectivity in many of these communities, sharing critical data in real time is a challenge.

### Partnership

Left, a British Columbia based technology start-up company, has patented RightMesh, a decentralized mobile mesh networking technology that can run on many platforms. RightMesh could help remote communities maintain connectivity and share real-time information about environment, health and personal safety. To further develop the technology, Left must optimize network performance, develop best practices that support remote, rural, and Indigenous software design strategies, and implement engagement strategies to encourage connection with the mesh network. They therefore connected with Dr. Daniel Gillis in the School of Computer Science, whose research focuses on statistics, computer science and community-engaged learning and scholarship.

### Research

In collaboration with Dr. Gillis' team, each of the above research areas will be explored through case studies in rural and remote Inuit communities of northern Canada, with results being used to inform the development of a simulation tool to support expansion of the mesh networks to other locations around the world. Left provided \$1.1 million in support of the research, and federal non-profit agency Mitacs provided \$1.03 million, which includes support for the researchers to travel to the remote communities.

### Impact

The project will support up to 120 graduate student internships over 5 years from universities across Canada. "Improved connectivity in the North will help communities collect and share the data that is important to them, and connect in ways they never could have before," said Dr. Dan Gillis. "This includes collecting and sharing data necessary for responding to, managing and adapting to the impacts of climate change."





## Confidentiality

Prior to entering a research agreement, it is good practice to withhold any strictly confidential information when discussing a potential research partnership. If the discussion cannot take place without sharing confidential information, please involve our Research Innovation Office, who can provide a mutual non-disclosure agreement (or confidentiality agreement) template and sign it on behalf of the University.

Non-Disclosure Agreements are not meant to dictate the terms of the research partnership, and any project will be managed via a research agreement, which holds standard confidentiality terms, ensuring that the parties' confidential information is protected.

## Publication

Publishing research results is an important way through which universities advance their knowledge creation and dissemination mission. It is also essential for graduate students to complete their degrees and for post-doctoral researchers to advance their careers. However, we also recognize the competitive realities that businesses face. To help balance these interests, the University's template research agreement states that the principal investigator will provide you with an advance copy of any presentation or publication resulting from the project. This gives you time (15 and 30 days for presentations and publications, respectively) to verify that your confidential information is not being released. Research agreements can also provide for a publication delay to allow a reasonable period of time (3-6 months) for the filing of a patent.

## Student Theses and Research Projects

Students may be heavily involved in research partnerships and use elements of the research they participate in as part of their theses or other research projects as part of their program of study. Given the importance of ensuring that students can graduate on time and join the workforce, student thesis or report submission cannot be delayed.

One of the benefits of a research partnership is that students and post-doctoral fellows may work on your project under the leadership of an experienced principal investigator, allowing you to observe potential future employees in action.



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## Partnership Example: Developing Effective Communication Tools for Mitigation of HIV Transmission

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### Challenge

Effective distribution of information related to HIV is a key component in the work to halt the spread of HIV and combat HIV-related stigma. Front-line health workers deliver a great deal of knowledge translation on these topics on behalf of their AIDS Service Organizations. However, the only formal federal guidelines regarding communication methods they currently rely on are relatively out of date, and there has been no evaluation of their effectiveness or the challenges they pose to front-line workers.

### Partnership

In order to develop inform which methods of communicating HIV risk are most likely to influence positive changes in HIV-related risk behaviours, the Ontario HIV Treatment Network partnered with Dr. Robin Milhausen and her postdoctoral fellow, Dr. Shayna Skakoon-Sparling from the Department of Family Relations and Applied Nutrition. Their research focuses on understanding factors that enhance sexual and relationship satisfaction and investigating factors that promote condom use and sexual health.

### Research

This \$30,000, 1-year project, funded through Mitacs, explored the strengths of Ontario front-line workers and examined the challenges they experience in their work. Initially, focus groups were conducted with front-line workers. Transcripts from these focus groups were examined for emergent themes and these themes were then validated using an online survey of the boarder population of front-line workers in Ontario.

### Impact

The results of this study are influencing how current front-line workers at AIDS Service Organizations are trained, ensuring that they have the essential skills needed to effectively translate the most up-to-date information about HIV and sexual health to those at risk of contracting HIV. Based on calculated savings (by 2011) to the Canadian health care system, community-based HIV prevention programs were estimated to reduce the costs associated with HIV transmission by at least \$300,000,000. Although it is too early to estimate cost savings associated as a result of this work, this project is expected to avert new HIV infections and contribute significantly to these savings.



## **Publicity**

As a public institution, the University needs to report on its activities to governments, and as part of broader community outreach. Because of these obligations, the University retains the right to publish the name of the companies that fund projects, and some basic information about those projects (e.g. project title, name of the University researcher, funding received). However, the University will not disclose any of your confidential information.

Businesses often utilize research results in their marketing materials. It is important to note that the University will not permit the use of its name or logo in any publicity, promotion or advertisement without its consent in writing. The University's name and logo cannot be used in association with or to endorse any products or services. It is, however, permitted to publish the principal investigator's final report of the project results and include the name of the University and the principal investigator, provided there are no changes made to the report.

## **Equipment**

Sometimes a university needs to buy new equipment or other capital assets as part of the proposed project budget. Generally, the University retains ownership of these assets once the project is complete.

## **Special Material Handling, Training and Security Requirements**

Projects may involve controlled materials, animal care or require participants to have specialized training or security checks. Although the University has the facilities and expertise required to handle many of these special requirements, each case is unique. Further, under ordinary circumstances, faculty members or students do not undergo security checks. Accordingly, if your project involves special material handling, training or security requirements, you should inform the principal investigator as early in the negotiation as possible. This advance notice will give the principal investigator time to work with you to ensure they meet these requirements. Generally, the University will not accept responsibility for compliance unless a business has outlined the specific controls or other measures it requires.



## **Representations, Warranties, Indemnification and Liability**

Sometimes, businesses ask universities to provide assurances that the IP is unencumbered by any other IP or is suited to a particular purpose. We understand the desire of a business to minimize risk. However, the University and principal investigators provide all project results “as is” and will not guarantee that the project results don’t infringe others’ IP or are suitable for any particular use. Furthermore, if your business is granted rights (i.e. ownership or license) to project results or outcomes, it is required that your business indemnify the University and its personnel and students for any claims, liability or damages resulting from its use of any project results or outcomes because your business controls its use of the research results or outcomes.

## **Termination**

Unfortunately, projects sometimes need to be cancelled for various reasons. Research agreements allow either party to terminate the agreement for convenience or for breach within a set notice period, depending on the reason for termination. Usually, an agreement specifies that the university will be reimbursed for any work completed and for non-cancellable commitments, such as the next milestone in the work plan.

## **Governing Law and Courts**

Like most other legal agreements, research agreements usually state which jurisdiction’s laws should be used to interpret the agreement and identify which courts have jurisdiction in the event of judicial proceedings. Procedures for resolving any disputes. The University prefers that the research agreement will be construed according to Ontario laws and the Ontario courts will have exclusive jurisdiction over any judicial proceedings.

## **Compliance with Laws**

The University will carry out the project in compliance with all applicable Federal, Provincial and local laws, regulations and guidelines of Canada.



## Research Partnership Term Sheet Summary

This term sheet summary gives background and covers terms common to university research agreements, including the University of Guelph's template Research Agreement. It is meant to serve as a starting point for further discussion, as the final terms will be negotiated on an individual basis. If you have any questions regarding this or need assistance in negotiating a research agreement between your company ("Industry Partner") and the University of Guelph ("University") regarding a project led by one of our faculty members, please contact the Research Innovation Office.

**Table 2: Summary of Terms Common to University Research Agreements**

Item	Terms
Project description and scope of work	The description and scope of work are provided as an Appendix to the Research Agreement. The Appendix will contain details of project objectives, milestones and projected timeline for the work. All details are agreed upon by the principal investigator and Industry Partner.
Total project costs	Budgets are typically provided as an Appendix to a Research Agreement and are agreed upon by the faculty member and Industry Partner.
Payment schedule	The payment schedule can vary depending on the length of the proposed project, needs of the Industry Partner or requirements of external funding programs. For multi-year projects, payment is generally received on an annual basis. Details are included in the budget contained in the Appendix of the Research Agreement.
Reports (technical and/or financial)	Report timing can vary on an individual basis and is often determined by the requirements of external funding programs. Details are included in the Appendix of the Research Agreement.



<p>Background IP</p>	<p>All rights to Background IP of either party are retained by whomever owns or licenses that IP. This applies for the duration of, and after project completion. During the project, both the University and Industry Partner may use each other's Background IP solely for the purposes of the agreed upon project (outlined in the scope of work). Neither party receives any other right or licence to Background IP of the other party, unless otherwise stated in the Research Agreement.</p>
<p>Arising IP - ownership</p>	<p>Ownership of Arising IP follows inventorship, based on intellectual contributions to the Arising IP. Therefore, Arising IP invented solely by University personnel or students will be owned by University or its personnel or students; Arising IP invented solely by Industry Partner personnel will be Industry Partner-owned. Meanwhile, Arising IP on which there are both Industry Partner-affiliated and University-affiliated inventors will be jointly owned.</p>
<p>Arising IP - commercialization rights</p>	<p>Due to the nature of research, it is difficult to assign value to a technology which is still under development. For this reason, at the time a project is initiated, the University's preference is to provide Industry Partners with a first option to negotiate a license to Arising IP owned (wholly or jointly) by the University or its personnel or students.</p> <p>Licensing terms, negotiated after the Arising IP is created, consider each party's respective contributions to the development of Arising IP, and will vary on an individual basis.</p>
<p>Arising IP - retained rights</p>	<p>Given the University's mandate to advance research and to contribute to the training of highly qualified personnel, it is important that researchers retain the right to use their findings for future research and training activities. For all Research Agreements, the University will retain a research and teaching [non-commercial] licence to all University Arising IP, University Background IP and joint IP.</p>
<p>Confidentiality</p>	<p>It is encouraged to only disclose Confidential Information</p>



	<p>(CI) as necessary to perform the collaborative work. Terms of the Research Agreement state that when receiving the CI, the University and Industry Partner will use the same care and discretion that they use with their own CI of a similar nature. The recipients of the CI will use it only for the purpose of the Research Project and will not, during the project term or for 5 years thereafter, disclose it to any third party without the prior written consent of disclosing party, unless such information is no longer confidential and has come into the public domain by some other means.</p>
<p>Publication</p>	<p>Given the University’s mandate to advance research, it is important that the University retain the rights to publish research results in open literature.</p> <p>To ensure that commercially sensitive information is protected, any public disclosures of research results are shared with Industry Partners ahead of time.</p> <p>Publications, presentations and other public disclosures of collaborative research are typically subject to a 15-day advance notification (for presentations) or 30-day advance notification (for publications). Priority will be placed on timely filings of IP documentation prior to any public disclosures, whether in the form of publications or otherwise.</p>
<p>Student theses and research projects</p>	<p>Training of highly qualified personnel is a core activity of the University. It is important that student’s graduation and career prospects are not impeded by their participation in projects which are otherwise beneficial to their training.</p> <p>If a student completes a thesis or academic report on research from the project, they retain the right to defend and publish their thesis without delay.</p>
<p>Publicity</p>	<p>Neither party in the Research Agreement will use the name, trademark or logo of the other party in connection with any products, publicity, promotion or advertising related to the project or its results without prior written consent of the other party.</p>



	<p>Either party may, however, disclose the title of the project, name of participating parties, amount of funding and term of project.</p>
Equipment	<p>All materials, supplies and equipment purchased or donated to the University for the project or installed with funds provided for a collaborative project will remain property of the University during and after project completion.</p> <p>This does not apply to equipment provided by the Industry Partner under lease or loan.</p>
Special material - handling, training and security requirements	<p>Projects may involve controlled materials, animal care or require participants to have specialized training or security checks. These approvals and/or certifications must be obtained before research can begin.</p> <p>At the University, there are specialized staff that assist faculty in obtaining the required documentation.</p> <p>Generally, the University will not accept responsibility for compliance unless an Industry Partner has outlined the specific controls or other measures they require.</p>
Representations, warranties, indemnification and liability	<p>As all research results are provided as-is and no results are guaranteed, Industry Partner must indemnify University against all claims, losses, damages or expenses arising from Industry Partner’s use of research results, reports or inventions arising from the project.</p> <p>The Industry Partner and the University shall indemnify each other against all claims, losses, damages or expenses of any kind arising from the negligence or willful neglect in the performance of their obligations.</p>
Termination	<p>Either party may terminate the Research Agreement for convenience (effective 30 or 60 days from receipt of written notice), or for default (effective immediately from receipt of written notice) in the event of a material breach or non-compliance, bankruptcy, or force majeure.</p> <p>In the event of a termination, the Industry Partner must pay</p>





	<p>the University for the costs incurred and non-cancelable commitments up to the effective date of termination, the costs associated with completing the work up to the next project milestone, and any fees associated with protecting Arising IP, if the first option to negotiate a license has been exercised.</p> <p>Depending on the nature of termination, the Industry Partner’s rights to Arising IP may also terminate.</p>
<p>Governing law and courts</p>	<p>The Research Agreement will be construed in accordance with the laws of Ontario and Ontario courts will have exclusive jurisdiction over any judicial proceedings relating to the Research Agreement.</p>



## FAQ

### **How long does it take to negotiate a research agreement?**

In many cases the scope of work, budget and other elements of a research agreement can be negotiated in two or three months, although a variety of factors may affect this timeline. Recently, one large university examined the factors that influenced the length of time it took to negotiate a research agreement. Not surprisingly, it found that negotiations were quickest in cases where either the business's or university's standard research agreement could be used with a relatively small number of changes. In addition, involving the Industry Liaison Team early in the process can help avoid unnecessary delays.

### **How fast can my project get started? When do I get my results?**

If the project needs to meet specific timelines, it's important to discuss those with the Industry Liaison Team and the faculty member as early in the process as possible. The project can only get started once the research agreement is signed. Once the research agreement is signed, the University begins allocating lab space, graduate students, and so on. Often these resources and people can be mobilized quickly, but in some cases lab space and graduate students might not be available immediately. Seeking supplementary funding from government sources (such as NSERC, SSHRC, CIHR and/or their various provincial counterparts), while financially advantageous in many cases, may require additional time.

### **I've already agreed to the project's details with the faculty member. Why do I need the University of Guelph to be involved?**

The University's Office of Research is responsible for ensuring that all university policies (e.g. ethics review, animal care, publication, risk and F&A costs) are considered. The Office of Research is also the University's contracting authority for research partnerships. It is important to be aware that only the University administration, and not individual faculty members, can commit the institution and its resources in terms of equipment use, liability, and other factors. Accordingly, to avoid any surprises, it is best to involve the Research Innovation Office (externally facing part of the Office of Research) as early in the process as possible, and they will coordinate with the appropriate people on campus.



**Can a faculty member, as University representative, sign a research agreement?**

No, a faculty member is not an authorized signing officer of the University. The University's Office of Research will have the research agreement signed by the University's authorized signing officers.

**The University says it can apply for external funding to leverage our “in-kind” contributions. What is eligible “in-kind”?**

The eligibility and the amount of in-kind contributions the University can leverage varies by funding source. However, in most cases, facilities, equipment, supplies, technical services or R&D staff time can all qualify as in-kind contributions from industry.

**If the research results in IP, can my team be involved in the process of protecting it or do I need to leave it to the discretion of the University?**

If the details of how any Arising IP is protected are important to you, or to your business objectives, you should discuss that with our Industry Liaison Team during the negotiation of the research agreement.

**If my company is paying for the project, why should the company also have to pay royalties on associated IP?**

Typically, research partnerships involve the University absorbing a significant share of the project costs and rely on IP or knowledge that was developed outside the research partnership. Performance of the project does not account for all of the costs and knowledge that contributed to the arising IP. As a result, the University may ask for a royalty or for other consideration in exchange for the right to commercialize Arising IP. In addition, royalties also help align the interests of the research team and the industry partner.

**If my company would like to have testing done by the University with no research involved, do we still need to sign an agreement?**

Yes. This would be considered a “service agreement.” Service agreements can be much shorter and simpler than research agreements. If you are interested in exploring a service agreement, we recommend you contact our Research Innovation Office.



## **When do I need a Confidentiality Agreement or Non-Disclosure Agreement (NDA)?**

NDA's are used to protect the exchange of confidential information between two parties. For example, this may be required when developing a plan of work for a project with a researcher where confidential information must be exchanged to develop the plan. NDAs must be signed by an authorized signing officer of the University such as the Vice President, Research, or his or her designate, such as the Executive Director of the Research Innovation Office.

## **How do I contact the Research Innovation Office?**

You can find our contact details on the [Research Innovation Office website](#).

