
HOW TO CONDUCT RESEARCH WITH THE UNIVERSITY OF VICTORIA

A GUIDE FOR INDUSTRY

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**University
of Victoria**

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ABOUT UVIC RESEARCH PARTNERSHIPS

The Research Partnerships Office provides a one-stop shop that facilitates research partnerships, manages the university's intellectual property portfolio, develops research agreements and supports knowledge mobilization between the University of Victoria's (UVic) research community and valued partners in government, industry, community-based organizations and other academic institutions. UVic places a high value on community-engaged research, knowledge mobilization and innovative ideas for industry, community and government partners.

Research partnerships are the most valuable way industry can leverage university expertise and are the focus of this guide. University-industry partnerships arise when industry invests in research at UVic to solve complex problems. This partnership allows industry to capitalize on the expertise of faculty members and gain access to UVic's state-of-the-art facilities. University-Industry partnerships can also yield new intellectual property that the industry partner can commercialize.

BENEFITS OF COLLABORATION

- Leverage company dollars through grants
- Gain leading edge advice through faculty consulting
- Leverage funding to hire staff
- Expand and refine your workforce and gain subject matter experts
- Be the first to employ novel technologies in your industry

PARTNERING WITH UVIC

Developing an innovative idea takes dedication and determination. To bring your idea to market you may need subject matter experts, access to cutting-edge technology and additional funding.

When you connect with the Research Partnerships office we will identify the most suitable faculty member for the project and successfully build a research partnership. Our team can help facilitate the partnership and provide key advice on how to move the project forward. In addition, we can assist with applying for grants, agreements and IP.

Another avenue of partnering with UVic is through technology transfer. Many new inventions are developed and patented each year at UVic. Each invention provides a solution to a common problem in a specific industry. Through technology transfer a company can licence the novel technology and gain exclusive use of the innovation.

OPPORTUNITIES FOR RESEARCH PARTNERSHIPS

Industry can utilize research partnerships in a number of ways resulting in an equally beneficial collaboration. There are numerous ways partnerships can come together some of which are as follows:

- **Developing proof-of-concepts:** Industry members often identify a new solution to a problem that has yet to be solved. Often, the industry member does not have the background or resources to develop the solution. Industry can collaborate with the university to use a subject-matter expert to solve the problem and create a proof-of-concept to secure customers and investors.
- **Licensing state-of-the-art technologies:** UVic faculty members conduct fundamental research which yields exciting results, leading to development of state-of-the-art technologies. These technologies can be in the early, mid or late stage of discovery, but are typically early-stage. Industry can use research partnerships to advance these discoveries and/or develop an agreement where the industry partner has exclusive use of the novel technology.
- **Improve workflows with access to cutting-edge equipment:** The equipment and methodology an industry uses drastically influences the efficiency of a workflow and the quality of product generated. Research partnerships can connect and help develop a working relationship with an UVic faculty member who is an expert in your field. The UVic expert can combine innovative knowledge and leading-edge equipment to increase the workflow efficiency and quality of production.
- **Solving industry-wide challenges:** In many industries there is a reoccurring problem where no solution is available. Industry can partner with UVic experts to collaborate on developing novel solutions to such problems and ensure that they are commercially viable.

QUESTIONS TO CONSIDER

A potential industry partner looking to develop a research partnership should consider the following strategic questions:

Strategic Question	Consideration
What is your goal with the partnership and how do you plan to use the results?	Clear goals are a key part of successful research partnerships. Make sure your goals are compatible with the University's with respect to publishing and disseminating information. Measures can be put in place if time is required for patent protection.
How often do you want to interact with the research team during the project or would you like to only receive updates and results?	Studies have shown, and we know from experience, that industry involvement in a research partnership yields better project outcomes. Involvement varies from project-to-project and is dependent on the objectives of the participants.
Does your company want the opportunity to engage with graduate students and post doctoral fellows working on your project?	Having graduate students and/or post doctoral students work on your project can often make your company eligible for specific grants. In addition, many companies want to work with students and post-docs to develop individuals who are experts in the topic and be suitable future employees.
What is realistic timeline?	The timeline of project (including possible material costs, travel costs, etc.) is an important factor when discussing sources of external funding (such as government grants) and funding contributed by the industry partner. Other factors such as lab and researcher availability is also important to take into consideration.
What Intellectual Property rights and access do you need?	The University always retains publication and research rights, while commercialization rights including ownership, licenses and option agreements are often possible for partners.

DESCRIPTION OF TERMS

Working with UVic offers many benefits and resources to partners. As UVic is a publicly-funded body, it is important that potential partners know that the university is subject to a number of policies, procedures, and practices that apply to its research. Such academic policies may be different /inconsistent with arrangements usually made between commercial partners, or limit the types of arrangements that can be made with funders and collaborators. The following is a summary of some of the key terms or limitations that apply to university-supported research projects which potential partners should consider:

Confidentiality: UVic understands that the exchange of confidential information may be necessary to pursue joint research activities and the university will agree to terms and conditions protecting third party confidential and proprietary information.

Non-Disclosure Agreements: Non-disclosure agreements (NDAs) are available to protect Confidential Information to allow open discussions.

Intellectual Property: The University of Victoria has a creator owned [intellectual property policy](#). The policy provides that subject to the terms and conditions of any relevant funding program or agreement and certain exceptions, intellectual property created by university members in their university-related work and/or using university resources is owned by its creator. Such ownership is subject to the creator's obligations to the university. Given this policy, with the agreement of the researchers involved and subject to the policies and conditions of any applicable leveraging program, the university has a fair amount of flexibility in setting terms of ownership and access rights to intellectual property arising from funded research projects. In setting such terms, the objectives and interest of researchers are a significant factor but all such arrangements must also comply with applicable university policy.

Background IP: Background IP refers to any intellectual property that was discovered prior to the partnership. This can include existing designs, patents, code or other intellectual assets. Both the industry partner and the university and/or the university principal investigator grant each other research-only licenses to background IP for length of the project. To protect all parties, it is important for the industry partner and the principal investigator to document any background IP

that could be needed to complete the project. The agreement may also grant a licence or an option for commercial rights to the university and/or the principal investigator's background IP.

Arising IP – ownerships: Ownership of Arising IP typically 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 is often jointly owned.

Arising IP – commercialization rights: 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.

Licensing terms, negotiated after the Arising IP is created, consider each party's respective contributions (financial and non-financial) to the development of Arising IP, and will vary on an case by case basis.

Arising IP – retained rights: 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.

Commercialization rights: Commercialization rights are one of the key aspects of a research partnership agreement. One of the possible agreements is a license or a first option to negotiate a license to arising IP. Licenses can be exclusive or non-exclusive. These options can be defined or limited in terms of time, field of use, or other mutually agreed factors. Generally, some form of compensation in exchange for an exclusive licence will be required (royalty, lump-sum payment, continuous payments and/or in-kind contributions).

Publication: Publication of research results is a key aspect of knowledge mobilization through the university. Publication is also important for graduate students and post-doctoral fellows to publish their research results to advance their careers. However, the research agreement typically allows for the industry partner to review a paper prior to publication to ensure no confidential information is included without the consent of the industry partner, and enable the partner to request a limited delay in publication to gain patent protection.

Non-compete clause: UVic's mandate fosters academic freedom. In addition, the membership of the university is broad with no centralized monitoring or control of academic or research

pursuits. Therefore, the university cannot agree to terms that limit research or academic activities of its members.

Conflict of interest: University members are required to disclose any conflict of interest in accordance with their employment or collective agreement and university policy.

Research cost and payments: Partnering with UVic on research activities is a cost-effective way to undertake a project. There are two types of costs associated with the partnership: Direct costs and indirect costs. Direct costs are expenses that are directly related to the project such as graduate student salaries, materials, etc. The time the faculty member devotes to the project is covered by UVic, allowing for significant cost savings for the industry partner. Indirect costs refer to research-related costs that UVic accumulates over the project timeline, but can't attribute directly to the project, such as lab maintenance, utilities, accounting, support staff salaries, , etc. Indirect costs are calculated at 25% of the direct costs.

RESEARCH PARTNERSHIP TERM SHEET SUMMARY

This term sheet summary provides background on the terms used in the UVic's research agreements. The term sheet is used as a starting place to generate further discussions, the final terms will be negotiated on a case-by-case basis. You can download a copy of UVic's term sheet [here](#).

Summary of Common Terms to University Research Agreement

No Secret Research/Publicity: UVic is prohibited from engaging in secret research. Therefore, all UVic research agreements provide that UVic may disclose the title of the research project, the funder, the contract period, the name of the PI, and the amount of funding being provided by the Company. Additionally, it is expected that the results of the Project will be publishable, subject to very limited exceptions. Press releases, use of UVic's name or the name of researchers in publicity, or for commercial purposes and use of UVic's logo must be approved by UVic and/or the researcher as applicable. To the extent required, UVic would agree to similar restrictions in favour of the Company.

No Warranty: UVic will agree to carry out the research in accordance with scientific and professional standards but does not provide any assurance of success in achieving any desired result. UVic provides no warranty, express or implied, on the results of the research or the background IP used including, without limitation all implied warranties or conditions of merchantable quality and fitness for a particular purpose and all warranties arising from course of dealing and trade usage. UVic does not conduct searches or other due diligence to determine whether IP arising from a given project infringes any pre-existing IP and, therefore, disclaims all warranties of non-infringement. Additionally to the extent UVic IP will be used commercially, UVic requests that the Company assume responsibility for any claims arising from the Company's use of such IP.

Indemnities: As identified above, to the extent UVic IP is being used, UVic requires in the ordinary course, that the user (Company) assume responsibility for the risks of such use. More general or reciprocal indemnities are subject to the requirements of the Minister of Finance of British Columbia with respect to the granting of indemnities. In the ordinary course, UVic will not provide an indemnity. The Company understands that, if an indemnity is required, as much notice as possible will be provided to UVic of the content of the required indemnity to allow time for consideration of the proposed language and necessary negotiation. Absent extraordinary circumstances nonreciprocal indemnity will not be approved by the University.

Licensing IP: In the event the Company wishes to obtain a license from UVic to use arising IP, such use will be at the Company's risk. As indicated in the no warranty section, UVic will not

provide any warranties and in the event external or commercial use is intended may require an indemnity to protect UVic from third party claims which result from the Company's use of arising IP. UVic expects to retain academic and research rights to IP generated through research conducted through UVic.

Insurance: UVic can, if required, provide insurance certificates. UVic is prohibited by its insurers from providing copies of its insurance policies.

Policies & Procedures: Should one party's personnel attend at the other party's premises to participate in Project activities, the visiting personnel shall comply with regulations and policies of the other party. The parties also recognize that certain Project activities may be subject to review by the parties' research ethics committees or other regulatory committees.

Limitation of Liability: No party shall be liable for failure or delay in performance beyond its control, nor for any indirect, incidental or consequential damages.

Company Materials: If Company is providing UVic with materials for the conduct of the Project, Company will normally be asked to certify that it has the right and authority to provide such materials to UVic, that the materials were collected lawfully and with all necessary consents and approvals, and that if biological materials are provided the materials are in compliance with regulatory requirements UVic is subject to (including the Tri-Council Policy Statement on Ethical Conduct for Research Involving Humans, policies and guidelines of the Canadian Council on Animal Care, and Health Canada's Laboratory Biosafety Guidelines). UVic will also normally require that Company agree to provide, upon request by UVic, copies of any applicable institutional review board certification forms or approvals.

Q & A

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

A non-disclosure agreement (NDA) protects confidential information from being disclosed or used for a purpose other than the reason it was provided. In research projects, NDAs are needed when confidential information is being provided as part of the project, whether conveyed orally or in writing. The NDA will identify the use of the information and how it will be transferred and protected. It is the responsibility of the party providing the confidential information to clearly identify that the information is confidential.

What is the agreement review process? If UVic is named as a party to an agreement, it must comply with the [External Research Funding Agreements Policy](#), [Research Policy](#) and [Signing Authority Policy](#). Research Agreements Facilitators coordinate development, review, negotiation, and finalization of research agreements to ensure that terms and conditions are consistent with UVic standards.

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.

How quickly will my project get started and when will I see 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, etc. Seeking supplementary funding from government sources (such as NSERC, SSHRC, CIHR and/or their various provincial counterparts), may require additional time.

I've already agreed to the project's details with the faculty member. Why do I need UVic to be involved? The Research Partnerships Office is responsible for ensuring that all university policies (e.g. ethics review, animal care, publication, risk and F&A costs) are considered. 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. Therefore, it is best to involve the Research Partnerships team as early in the process as possible, and they will coordinate with the appropriate people on campus.

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.

How much funding does the industry partner contribute to the project?

Funding contributed by the industry partner can range from \$5 thousand to \$5 million. This amount is dependent on the timeline of project, the resources and personnel required and facilities/materials needed to complete the project.

External funding can be leveraged for many aspects of the project; however, company contributions are required. For example, a MITACS Accelerate grant funds a student to complete a paid internship to help develop the product. Funding starts at \$15,000 for each four month internship with the company contribution start at \$7,500.

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 background IP?

Research partnerships often 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.

POTENTIAL FUNDING OPPORTUNITIES

- [BCIC Ignite](#)
- [Genome BC](#)
- [MITACS Elevate](#)
- [NSERC Alliance](#)
- [NSERC I2I](#)

CONTACT US

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