

SECTION 5: CONTRACTS & SUBCONTRACTS

5.1 INTRODUCTION

A contract is a legal agreement to conduct specific research or provide services for a stated fee or payment schedule to be completed by a stated time. Contracts and grant proposals follow the same internal approval procedures (see **Section 3.7** in this guide). Often, an institution that is awarded a large grant or contract will subcontract out specific portions of the project.

Research conducted at the University is generally expected to be disseminated to the public usually by publishing the results of the project. However, the intellectual property may be best handled by a patent or copyright and subsequent license. The contract should ensure the rights of the Project Director (PD) and the University by protecting the results of intellectual endeavors. See **Sections 5.7 and 5.8** below.

Other considerations may exist than those listed below depending on the type and scope of the project. Contact the Director of Sponsored Research for assistance.

5.2 ROLE OF THE PROJECT DIRECTOR

The Project Director (PD) is expected to file contracts or subcontracts involving research with the Dean of The Graduate School in a timely manner. The Internal Approval Form should be submitted with the proposed contract with the signature of the department chair (if applicable) and the appropriate dean or supervisor (see **Section 3.7** in this guide). The Disclosure of Interests Related to Sponsored Projects should be submitted with the Internal Approval Form. No work should be started without permission of the Graduate Dean in consultation with the Controller's Office. Advance notice is appreciated.

Forms are available on the web at www.jcu.edu/research/forms. Copies are included after **Section 3** of this guide.

After approval, the PD should:

- ❖ Monitor the funded project and all expenditures including hiring personnel following established University guidelines.
- ❖ Submit expenditures for salary, reimbursements, major invoices (\$500 and over), and travel expenses for signature by the Graduate Dean. Other expenditures are handled following normal University policy.
- ❖ Ensure funds are spent in accordance with the terms of the contract.
- ❖ Keep adequate records for audit purposes.
- ❖ Notify the Director of Sponsored Research of any problems.
- ❖ Prepare and submit any required reports to the funding agency by the required due date. Failure to comply with agency reporting deadlines may jeopardize future funding.
- ❖ Submit a completed Disclosure of Interests Form to the Graduate Dean for each active award on an annual basis.
- ❖ Notify the Office of Sponsored Research when the project is completed and the funds spent.

5.3 ROLE OF THE OFFICE OF SPONSORED RESEARCH

The Director of Sponsored Research can provide editorial assistance and recommendations on standard clauses. The following services may also be provided:

- ❖ Coordination of any acceptance signatures.
- ❖ Arrangements for copying and mailing of signed documents.
- ❖ Processing of expenditures for salary, invoices \$500 or more, and travel expenses for funded contracts/subcontracts for signature by the Graduate Dean. Other expenditures may be handled by following normal University policy.
- ❖ Liaison with the funding agency on any contracting changes.

5.4 THE ROLE OF THE CONTROLLER'S OFFICE

The Senior Accountant in the Controller's Office will set up an account for the contract. If appropriate, the Senior Accountant may invoice the funding agency for payment and may assist in the preparation of any required financial reports. The Banner Finance System will allow the PI to track budget periods for any given time range including multi-year periods.

5.5 COMPLIANCE ISSUES

A contracting agency may require assurances from the University that it is dealing with an ethical project director and institution. For example, a conflict of interest statement (disclosure of financial interests related to sponsored projects) or an equal opportunity employment statement may be requested. Consult the Director of Sponsored Research if you need assistance. See **Section 7: Compliance Issues** in this guide for more information.

5.6 INTELLECTUAL PROPERTY

Intellectual property developed during research should be protected in the contract. A standard clause is listed below, but may not be appropriate for every contract. Individual circumstances may require negotiation of other language.

“Project intellectual property” means the legal rights relating to inventions (including Subject Inventions as defined in 37 CFR 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first made or generated during the performance of this Agreement. It is understood that John Carroll University is an academic institution with a duty to disseminate the results of its research; all parties therefore, agree that no information generated by John Carroll University under this Agreement, shall become a trade secret.

5.7 COPYRIGHTS & PATENTS

To protect academic freedom, intellectual results of research should be guaranteed to allow for public distribution, generally by publishing or presenting the results of the work. Copyright and patent protection may apply as well.

The rights of the University and researcher should be protected in the conception or development of any patentable material or processes and, if applicable, grants, contracts, and other agreements should include provision of any copyrights for which the researcher would be eligible.

The copyright and patent rights of the funder should also be clearly stated in the contract.

5.8 PUBLICATION RIGHTS

Research conducted at the University is generally expected to be disseminated to the public, usually by publishing the results of the project. Publication rights of the PD should be written into the contract/subcontract if applicable. The rights of the funder, such as the protection of confidential data, should also be clearly stated. A standard publication rights clause follows but may not be appropriate for every situation. Individual circumstances may require negotiation of other appropriate language.

COMPANY recognizes that under University policy, the results of the project must be publishable and agrees that researchers engaged in the project shall be permitted to present at symposia, national or regional professional meetings and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of project, provided, however, that COMPANY shall have been furnished copies of any proposed publications or presentations at least forty-five (45) days in advance of the submission of such proposed publication or presentation to

a journal, editor, or other third party. COMPANY shall have thirty (30) days, after receipt of said copies, to object in writing to such proposed presentation or proposed publication either because there is patentable subject matter which needs protection and/or there is confidential information of COMPANY contained in the proposed publication or presentation. In the event that COMPANY makes such objection, the parties shall negotiate an acceptable version, and the researcher(s) shall refrain from making such publication or presentation for a maximum of ninety (90) days from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

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