



SPONSORED RESEARCH CONTRACT CLAUSES

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WHAT IS A SPONSORED RESEARCH CONTRACT?

- An agreement for a sponsored research project
 - May be called a grant, contract, cooperative agreement, subaward, etc. All are types of contracts.
- Must be for research
 - Research agreements are not used for procurement (vendors) where off-the-shelf goods or services are acquired.

WHAT IS A SPONSORED RESEARCH CONTRACT?

- Research agreements contain provisions for research-specific concerns.
 - Intellectual property
 - Publication rights
 - Confidentiality
- May be one of several contract types
 - Firm fixed price
 - Based on milestones
 - Lump sum FFP
 - Cost reimbursable

WHAT IS A SPONSORED RESEARCH CONTRACT?

- Agreement may be between multiple parties
 - Ex: UT, UT-Battelle, and Nike may all negotiate an agreement that meets each party's requirements
- UT does not accept “work for hire” agreements on sponsored research projects
 - Work for hire agreements allow the sponsor to own the research
 - The PI cannot publish

UNFUNDED RESEARCH-RELATED AGREEMENTS

- Some agreements do not include funding but are done to facilitate either a proposal or a project
- Examples:
 - Confidentiality agreements (commonly called NDAs, CDAs, or nondisclosure agreements)
 - Material transfer agreements (for the transfer of physical samples to be used in a project)
 - Data use agreements (for the transfer of data for use in a project)
 - Teaming agreements (for proposal preparation)

HOW TO READ A RESEARCH AGREEMENT

- There are many different format options.
- May be a single page or 100 pages.
- Common things to look for in an agreement that make reading it easier:
 - Headings
 - Key words (term, period of performance, budget, intellectual property, etc.)
 - Attachments (appear at the end of the agreement and are incorporated as part of the agreement)

THINGS YOU CAN FIND IN A RESEARCH CONTRACT

- Budget
- Rebudgeting requirements
- Period of performance/term of agreement
- Scope of work
- Publication requirements or approvals
- Intellectual property rights
- Payment terms
- Deliverables
- Closeout requirements
- Other sponsor requirements
 - Uniform guidance
 - For international agreements – currency conversion, approval processes, etc.
- Legal requirements for the University
 - Liability
 - Governing law
 - Use of sponsor's name
 - Tennessee Public Records Act

THINGS YOU CAN FIND IN A RESEARCH CONTRACT

Obligated vs. Anticipated funding

- Obligated funding is the money UT has in hand
- Anticipated funding is what the sponsor anticipates it will give UT over the life of the project, **but UT may not necessarily receive this amount!**

EXAMPLE #1

Project Title: Infant statistical learning: Resilience, longevity, and specificity

Period Of Performance:

Budget Period: 08/01/2016 – 07/31/2017

Project Period: 08/01/2015 – 07/31/2020

The National Institutes of Health hereby awards a grant in the amount of \$263,788 (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to UNIVERSITY OF TENNESSEE KNOXVILLE in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as “Research reported in this publication was supported by the Eunice Kennedy Shriver National Institute Of Child Health & Human Development of the National Institutes of Health under Award Number R01HD083312. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health.” Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

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EXAMPLE #2

4. EQUIPMENT

Title to any equipment purchased, manufactured, or otherwise acquired in the course of the work under this Agreement shall vest in the UNIVERSITY, regardless of any contribution directly or indirectly from SPONSOR.

5. PUBLISHING

UNIVERSITY reserves to itself and its employees the sole right to publish the results of the Project in whole or in part as they deem appropriate. In order that premature public disclosure of such information does not adversely affect the interests of the parties, the UNIVERSITY shall provide SPONSOR with a copy of each manuscript pertaining to the Project that is intended for publication. SPONSOR may request delay in publication for a period not to exceed sixty (60) days from the date on which SPONSOR receives the manuscript. If SPONSOR does not make a written request for delay in publication within thirty (30) days after receipt of a manuscript, UNIVERSITY shall be free to publish the manuscript at any time after the end of the thirty (30) days. SPONSOR's right to request a delay in publication shall not apply to any thesis or dissertation.

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EXAMPLE #3

UT Deliverables:

The Center staff and students meet with Siemens R&D staff on the first Tuesday of each month at the Siemens research facility in Rockford, Tennessee. A comprehensive report of the previous month's research results and activities is presented by the Center, and a discussion of both short and long range plans follows. This meeting provides an opportunity to keep Siemens up-to-date on the Center activities and to ensure that the research goals supported by Siemens are focused on areas that are of the most benefit to Siemens and UT. In addition, every Friday the Center provides a brief synopsis of the week's important achievements.

Deliverables:

- Weekly progress reviews
- Monthly progress reports
- Annual summary reports
- o Monthly and annual reports include experimental and proof of concept experimental data supporting patents applications
- IP and scientific publications

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EXAMPLE #4

3.1 Amount. Under this Agreement, 3M will pay the University the amount of One Hundred Forty Thousand Dollars U.S. (\$140,000.00). This amount will be expended by the University in a manner substantially consistent with the budget attached to this Agreement as Attachment B. Upon completion or early termination of the Research, the University will provide a final report of its expenditures to 3M and will remit to 3M a check for any unexpended balance. 3M will have the right, for a period of three years following completion or early termination of the Research, to review the University's financial records relating to the Research.

3.2 Payment Terms. 3M will pay the University an initial payment of Seventy Thousand Dollars U.S. (\$70,000) due within 60 days of execution of this Agreement. Upon execution, University will send 3M a fully executed copy of this Agreement, a completed Form W- 9 Request for Taxpayer Identification Number and Certifications, and an invoice for the initial \$70,000 payment. A subsequent payment of Thirty-Five Thousand Dollars U.S. (\$35,000) will be due May 1, 2017, for which University will send an invoice at least 60 days in advance; and a final payment of Thirty-Five thousand Dollars U.S. (\$35,000) due within 60 days of an invoice accompanying or following the Final Report delivered to 3M after the conclusion of the Research. 3M, however, reserves the right to pay, at its sole option, any part of the One Hundred Forty Thousand Dollars U.S. (\$140,000.00) earlier than required under this Agreement. The University will submit invoices, payable net 60 days from the invoice date, to the 3M Technical Contact identified below to initiate each payment by 3M. Each invoice to 3M must include 3M Agreement Control Number provided at the end of the signature block to this Agreement.

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EXAMPLE #5

12. Total Amount

Govt. Share: \$598,699.00

Cost Share : \$0.00

Total : \$598,699.00

13. Funds Obligated

This action: \$598,699.00

Total: \$598,699.00

This unilateral new award fully funds the Project Period specified in Clause FA-TC- 0001C, Award Project Period and Budget Periods, of the attached Special Terms and Conditions incorporated in this award.

DOE has obligated \$598, 699.00 for completion of the Project authorized by this agreement; however, only \$191,117.00 is available for work performed by the Recipient during Budget Period 1 of the project. For Budget Periods 2 and 3, the remainder or \$407,582.00 will be available subject to the conditions set forth in Clause FA-TC-0018.6, Continuation Application 2 Fully Funded Awards Under 10 CFR 605, and Clause FA-TC-0024A, Approval of Budget Periods 2 Fully Funded Awards, of the attached Special Terms and Conditions.