

POLICY ON CONTRACT RESEARCH AND CONSULTANCY

TITLE AND POLICIES

Title - This Policy shall be known and cited as the “**Policy on Contract Research and Consultancy**.”

Policy. - It is the declared policy of the State University to uphold and promote the involvement of its faculty members in contract research and consultancy dealing with Government Agencies (GAs), Non-Government Organizations (NGOs) and Local Government Units (LGUs) considering the many benefits derived from such agreements. In performing the research activity, the undertaking shall be within the framework of the University Research and Development Agenda, Policies and University Code of Ethics.

SPECIFIC GUIDELINES ON CONTRACT RESEARCH AND CONSULTANCY

1. Research, development and extension are important elements of a vigorous and dynamic university. To backstop research, development and extension, funds play a very significant role. Most funding for research and extension are from the traditional grants from government agencies and from payment for contract research and consultancy conducted to address a need or needs of an external sponsor.
2. The involvement of faculty members in contract research and consultancy are beneficial to the individuals themselves and to the institution. These are fully realized when both the faculty members and the University are aware of opportunities, planning, negotiation and performance of such sponsored research activities. The benefits derived for the University and its academic units can be summarized as follows:
 - With research, new knowledge essential to teaching are generated;
 - With contract research and consultancy, the faculty gains funding for him/her to work on new ideas thus keeping him/her abreast on the trends of science and technology.
 - Contract research and consultancy enables the university to expand its horizon towards improving the competence of its faculty;
 - Contract research and consultancy opens new possibilities of bringing in new ideas to relate with the university RDE programs
3. Contract research and consultancy shall contribute to the general development of research activity and expertise within the University.
4. On Contractual Agreements, the research project shall be defined by specific stipulations and conditions detailed in the contract, agreed upon by all parties involved, which shall include:
 - Agreed upon schedule for the work to be done;
 - Defined deliverables and due dates;
 - Established ownership, patent rights and licensing arrangements;
 - Provisions for confidentiality of information supplied and created by the agreement;
 - Established budget approvals and payment schedules;
 - Established considerations for acceptance and/or termination of agreement;
 - Any other matters that may be appropriate to the circumstances.

5. Any such research-related contract work, performed for a body external to the University by faculty members or researchers and involving the name of the University, its personnel, students, equipment or other material resources, shall be performed under the administrative responsibility of the OVPRE with the approval of the President.
6. Through the OVPRE, the University shall provide all necessary assistance to ensure that the most favorable terms possible are obtained, that all costs will be recovered, and that the contract complies with University policies and guidelines.
7. Contract negotiation of such terms shall be a joint responsibility of the College and OVPRE, upon approval from the President, together with the faculty member who acts as the Principal Researcher for the project to proceed in a collaborative manner.
8. All contracts shall specify the frequency of, or the dates on which deliverables, progress or final reports are required.
9. The Principal Researcher shall be responsible for the preparation, content, style, delivery, and timeliness of all reports and deliverables, in accordance with the provisions of the contract, except financial reports that the University Finance Division need to prepare. One or more copies shall be retained by the Principal Researcher for submission to the various offices in the University as stipulated in the Research Operation Manual for records purposes.
10. On submission of the reports (Progress and Terminal Report), the report shall be submitted by the Principal Researcher as part of his/her responsibility. However, the cover letter shall be signed by the President, being the signatory of the contract. A copy of the cover letter and title page of each progress report shall be submitted to the College with a copy furnished to the OVPRE to ensure that the University is fulfilling the contract requirements, and for documentation purposes as required in the Quality Assurance and Monitoring System.
11. It shall be the responsibility of the Principal Researcher to submit the final report to the sponsor on a timely basis.
12. If the Principal Researcher is unable to complete the report by the required date, an extension shall be requested from the sponsor, with the endorsement from the President. In this transaction, the College and the OVPRE shall be notified accordingly. In some cases, this will necessitate an amendment of the contract.
13. Final payment from the sponsor shall constitute acceptance of the final report. A complete copy of the final report and the cover letter shall be received by the Office of the President. Copies shall be furnished to the College and the OVPRE for documentation purposes. Receipt of this report and payment from the client shall be the basis for the release of the final installment of the honorarium.
14. The contract shall specify the frequency of, or the dates on which, financial reports (statements of expenditures) are required. The Finance Division shall be responsible for the preparation, content, accuracy and timeliness of these reports.
15. Full-time faculty member working on contract research and consultancy shall receive an honorarium based on the agreed amount of the contract. Honoraria shall also be given to all individuals participating in contract research and consultancy as project team members.
16. The revenues from contract research and consultancy shall allocate 10% of the Project Cost for the University Administrative Cost and another 10% of the Project Cost for the Faculty Research Fund to be placed in a Trust Fund for use in support to research

publications of the faculty, support for paper presentations or even in support to the conduct of faculty researches that require small funding.

17. For contract research and consultancy where the Line Item Budget (LIB) is agreed beforehand by the contracting parties, the use of the project funds shall follow the LIB.
18. In cases where the budget breakdown of the project cost is not specified in the contract, and where the budget breakdown is placed on the Principal Researcher's discretion, the remaining 80% of the Project Cost shall be used for the project operation and implementation with provisions for honoraria of the project team members.

ETHICAL STANDARDS AND INTELLECTUAL PROPERTY RIGHTS

1. The University recognizes its responsibility to provide the services essential to the pursuit of contract research and consultancy activity in an accurate and timely manner. It recognizes its responsibility to protect the intellectual property rights of all its constituents and to act in an ethical and responsible manner.
2. Since conditions for good research in the various disciplines are different, individual faculty members involved in the contract are normally expected to assume direct responsibility for the intellectual and ethical quality of the work.
3. In many cases, contract research and consultancy protects the interests of the sponsor. Thus the University shall be prepared to accept limitations on publication of results and a distribution of other proprietary rights provided that these limitations and distributions are set out clearly in the proposal and the resulting contract, and have been agreed upon between the contracting parties at the outset.
4. The ownership of the research results shall be negotiated on the basis of the value of the contract received as arrangements may vary. In some instances, the sponsor may obtain outright title (subject to the researchers'/university's right to publish); in other instances, the sponsor may obtain the right to a license, or the University may retain an interest in the commercialization of the results.
5. The University shall have equity in any invention that is developed in the course of University activities supported by contract research and consultancy funds or utilizing facilities in the University.
6. Ownership of data by the faculty and students working on a research contract shall be defined by the conditions of the research contract.
7. If the work is anticipated to have commercial possibilities, it is recommended that the parties involved shall agree in writing beforehand on the sharing of any financial returns.
8. The University reaffirms that one of the main purposes of University research is the discovery and dissemination of new knowledge. Therefore, University research which is pursued under conditions that totally restrict publication of any content or portion of the results, which is a contradiction of the University's mandate of disseminating knowledge for the benefit of its clients, shall be considered unacceptable.

THE ADMINISTRATION OF THE CONTRACT RESEARCH AND CONSULTANCY

1. The University shall be responsible for and administer all contracts. Where there is a component of research or consultancy in any such contract, the activity must conform to

this Policy and must be declared to the President and other concerned officials responsible for the transactions in research and project consultancy.

2. Contract research and consultancy shall be covered with a Memorandum of Agreement between the University and the Funding Organization/Individual in coordination with the Office of the President and the OVPRE. The University shall be officially recognized as a party of the agreement and not the individual faculty member.
3. As part of its mission of teaching, research and community service, the University shall contract with external bodies to carry out research and development work by making available the University's specialized facilities and the expertise of academic units and individual faculty members.
4. The University shall accept research contracts and consultancy that are consistent with the University'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.
5. The OVPRE and Deans, in accordance with their duties and responsibilities, are responsible for ensuring that participants in contract research and consultancy activity have made commitments which are within the University's RDE Framework, and that existing University policies and guidelines are adhered to.

SEPARABILITY CLAUSE

Separability Clause. - If for any reason, any part or provision of this Policy is declared invalid or unconstitutional, the remaining parts or provisions not affected thereby shall remain in full force and effect.

PENALTY CLAUSE

Penalty Clause - Violation of the provisions of this policy by failure to comply with any of its conditions and/or requirements shall constitute a misdemeanor. Any faculty or staff who fails to comply with any of the conditions and/or requirements of this policy after a thorough analysis shall be subjected to penalty in accordance with the Civil Service guidelines.

EFFECTIVITY CLAUSE

Effectivity Clause. - This Policy shall take effect fifteen (15) days after its circulation in the colleges of the University and posting on the bulletin boards within the University.

Butuan City, Philippines, _____.

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President