

## General Policy for Externally-Funded Activities

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## 1. Overview

As a research-led institution, the University of Glasgow is committed to providing an environment that ensures our research is conducted to the highest quality standards and in accordance with appropriate legislation and regulatory requirements.

This document outlines the general over-arching policy governing all interactions between the University and external funders. The University has a number of other policies that govern research conduct and interactions with external organisations and these underpin this general policy. These other policies are published on the University web-pages<sup>1</sup> and all staff are required to ensure their activities are managed in line with current policy. Further information is available from the Research Strategy and Innovation Office.

The policies which govern interactions with external funders include:

- Good Research Practice
- Conflicts of Interest
- Sponsorship of clinical research
- Intellectual Property & Commercialisation
- Consultancy policy

University employees should also be aware of the [Bribery Act 2010](#) and the relevant [Compliance Section of the University's financial regulations](#).

## 2. Scope of this Policy

This policy applies to all University employees, Emeritus Professors and those holding honorary status with the University who are engaged in grant-funded or externally-sponsored research projects or activities (including studentships and services rendered activities).

The types of activity that are exempted from this general policy include:

- Serving on public, governmental and charitable bodies;
- Journal editorships or the publication of academic articles;
- External examination duties;
- Invited lectures and conference presentations or attendance;
- Book contracts and any royalties arising from sales<sup>2</sup>;
- Professional arts performances.

When undertaking these activities, however, staff are reminded that they should refer to the University's policies listed above governing research conduct and interactions with external organisations.

## 3. Defining Externally-Funded Activities in “University’s Time”

The University recognises that its staff should be free to pursue their own interests in their own time. However, any externally funded activities carried out by a member of staff in pursuit of the duties and responsibilities outlined in their job description, or arising from their job description, should be regarded as being carried out in the “University’s time”<sup>3</sup>.

The development of contacts, leading to larger-scale relationships, is an important activity, and one that the University wishes to encourage. Such activities may fall within both “own time” and “University time” and each College should determine the appropriate level of such activity, according

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<sup>1</sup> See <http://www.gla.ac.uk/research/aims/ourpolicies/>

<sup>2</sup> The authorship of books by members of staff is subject to the University's policy of copyright ownership in scholarly materials. See section 10.1.1. of the Intellectual Property and Commercialisation Policy at <http://www.gla.ac.uk/research/aims/ourpolicies/>

<sup>3</sup> The University is cognisant of the EU Working Time Regulations and the responsibilities it holds towards its employees in respect of the amount of time that they work.

to the nature (and normal cost) of activities in their College. Staff and Colleges should be aware of the transition from informal contact into consultancy or contracting, and manage the process accordingly. Staff and Colleges should also be aware of the potential need for confidentiality agreements as discussions progress. Advice and guidance on these issues can be obtained from the Research Support Office.

Any questions about what constitutes “activity deriving from employment” should be addressed to the Head of the relevant College in the first instance (or the relevant Head of School/Research Institute Director in his/her absence).

#### **4. Arrangements for Externally-Funded Activities in “University’s Time”**

Externally-funded activities in the “University’s time” should be undertaken under the aegis of agreements or arrangements which are sanctioned by the University. Income and expenditure associated with such activity should be processed and managed using the University’s financial systems and accounts. For staff with joint appointments, the University and the other employer(s) should agree on the detail of the process to be used in handling such income and expenditure.

It is essential for income from externally-funded activities undertaken in the “University’s time” to be processed through University systems and accounts for the following reasons:

- The University may be liable for the actions of its employees even if the actions or activities are not covered by an agreement explicitly involving the University;
- Conversely, employees undertaking actions or activities that are not covered by arrangements explicitly involving the University may be personally liable;
- The University needs to be able to recover the costs involved in work undertaken by its staff using its facilities and resources, including staff time;
- The University benefits from increases in the value and volume of research activity through increased SFC Research Excellence Grant and SFC Knowledge Transfer Grant. This means that comprehensive and accurate data must be recorded for returns to the SFC.

Wherever possible, the University should strive to lead projects with multiple partners in order to maximise the University’s public research profile and reputation.

#### **5. Responsibility for Projects**

Primary responsibility for the management of a project or activity within the agreed terms and budget of a grant, contract or other agreement rests with the Investigator(s) or Coordinator(s), along with their School/Research Institute and College.

#### **6. Record of Project “Ownership”**

The University is required to record “credit” for research income for statistical and reporting purposes, for example for data returns to SFC and for the Research Excellence Framework (REF). To maximise these potential returns, it is considered good practice to ensure, wherever possible, that more than one investigator is assigned to each project. Furthermore, all investigators must agree a percentage ownership before the project begins, commensurate with their academic contribution to it.

#### **7. “Holding” of Grants and Contracts**

Normally, grants and contracts may only be held by employees of the University, mostly for reasons associated with insurance cover and risk management. Eligibility rules of the relevant funding organisation must also be observed.

Emeritus Professors or people holding honorary status with the University require express permission from the Head of College and relevant HR Manager to act as a Principal Investigator on Grants and Contracts. In many cases, it may be more appropriate to appoint the Emeritus Professor or honorary person as a Co-Investigator, with a University employee acting as the Principal Investigator.

## **8. Standard Terms and Conditions**

For reasons of simplicity and efficiency, the University has adopted streamlined standard terms and conditions for externally-funded research and supply of services agreements. The use of non-standard terms may require protracted negotiation and so it is in the University's interests to seek to use its standard terms wherever possible<sup>4</sup>.

The significant elements of the standard contract terms and conditions are:

- Ability to publish results of work, with limited restrictions on timescale to enable the funder to protect the results;
- Time-limited confidentiality of the results, where appropriate;
- No warranty for the results of the work nor their uses;
- Funder to indemnify the University for loss, liability or damage occurring through the Funder's usage of results, except for in the case of University negligence or wilful misconduct;
- In the case of research contracts, University ownership of intellectual property generated from the activity, with a time-limited option for the funder to license where appropriate.

## **9. Variation of Standard Terms and Conditions**

In some circumstances, the University can accept non-standard terms & conditions such as those proposed by an external funder. The negotiation of non-standard terms and conditions must be undertaken by the Research Support Office.

A decision on the variation of these conditions will be based on judgements about the market position, the value of the work and of the intellectual property, and an assessment of the risks involved. For a number of funders (in particular Government bodies), the University has agreed to accept their standard terms and conditions. These terms will be reviewed on a regular basis by the Research Support Office, with input from Colleges, as appropriate, to ensure that any variations are identified and addressed if required.

## **10. Signing of Agreements**

Agreements on externally-funded research, service and related grants and contracts require to be signed on behalf of the University by the Court and its specified delegated representatives in order to make them legally binding. The Court has delegated contractual authority to the Research Support Office to be responsible for signing, or having signed, most relevant agreements<sup>5</sup>. However, with agreement between the Head of College and the Research & Enterprise Steering Group, and following appropriate training, responsibility for signing relevant agreements may also be delegated to Heads of College, Heads of School/Research Institute Directors and other individuals in appropriate circumstances.

Other individuals signing agreements without express authorisation may be personally liable and may, following a full investigation, be subject to disciplinary action.

## **11. Approval of Funding Arrangements**

Before proposals or applications are submitted and before awards, contracts and research donations are accepted, the funding arrangements require the approval of the Head of School/Research Institute Director and the Head of College (via a Project Approval Form) in order to ensure that the activity is consistent with strategy, can be physically accommodated, has been properly costed and is deliverable. Where the application is being made solely or jointly by a Head of School/Research Institute Director or Head of College as an investigator, the Vice-Principal (Research) should be asked to countersign it. It is for each College to determine how it wishes to operate the approval procedure. Colleges and the Research Support Office are encouraged to establish clear and agreed channels of communication in order to ensure open dialogue.

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<sup>4</sup> Template agreements containing the University's standard terms and conditions are available from the Research Support Office on request.

<sup>5</sup> See Appendix 2

## **12. Insurance Arrangements: Standard Cover and Exclusions**

Work undertaken through the University under agreed terms will normally be covered by the University's insurance policies (e.g. Professional Indemnity, Public/Products Liability and Employers Liability). These policies provide security against liability at law for claims made against individual researchers by third parties. Where the activity is explicitly excluded by the terms of the insurance, additional cover should be sought, with the additional costs being met, wherever possible, by the project concerned.

Where a research project involves any excluded activities, the Principal Investigator and the Research Support Office are responsible for ensuring that insurance costs are identified and covered when applying for funding. Where these costs cannot be met by the project, the relevant College is responsible for meeting the cost of any additional insurance cover and projects must not begin until the College's agreement to meeting such costs has been provided to the Research Support Office in writing.

Summaries of the existing insurance policies held by the University, including details of the exclusions associated with each policy, are available on the "Insurance and Risk" pages of the Finance Office website<sup>6</sup>. Staff are advised to contact the Research Support Office for advice regarding insurance cover.

### **Insurance for research involving human subjects**

A principal exclusion to the standard terms of the University's insurance policies includes research involving human subjects. Research that involves human participants is covered separately under the University's "Clinical Trials" Insurance. Further details regarding the University's insurance cover for research involving human subjects (and exclusions there under) can be found on the "Insurance and Indemnity" pages of the Research Strategy and Innovation Office website<sup>7</sup>.

It is the Principal Investigator's responsibility to ensure that all research projects involving human subjects are notified to the Research Support Office so that any insurance issues can be resolved.

### **Insurance Cover for Commercial Clinical Trial Studies**

For commercial clinical trial studies, the funder of the research is expected to provide adequate indemnity and insurance cover.

## **13. Use of the University Identity**

Permission for a third party to use the University's name, crest or identity to endorse funded research or the outputs or outcomes from that research is only ever granted in exceptional circumstances. Where permission is requested, Principal Investigators must contact the Research Strategy and Innovation Office who will liaise with VP (Research) or VP (Knowledge Exchange) as appropriate. The appropriate Vice Principal will consider such a request in consultation with the Director of Corporate Communications. In some circumstances, the VP may recommend to the Research & Enterprise Steering Group that the request is approved. The final decision to approve use of the University's identity is at the discretion of the Secretary of Court and will be based on the recommendation of the Research & Enterprise Steering Group.

## **14. Non-Permitted Sources of Funds**

The University's policy is not to accept funds from Tobacco companies. This prohibition is in line with the Court's overall policy on "socially responsible investment"<sup>8</sup>. This list will be subject to review by Court.

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<sup>6</sup> <http://www.gla.ac.uk/services/finance/staffsections/insuranceandrisk/>

<sup>7</sup> <http://www.gla.ac.uk/services/rsio/forstaffcampusonly/researchgovernanceframeworkandclinicaltrials/insuranceandindemnity/>

<sup>8</sup> The University's Policy on Socially Responsible Investment can be found at <http://www.gla.ac.uk/services/finance/staffsections/financialaccounting/financialreporting/endowmentsinvestment/simpportsandvat/sociallyresponsibleinvestmentpolicy/>

## **15. Risk: Referral to the R&E Steering Group**

In certain circumstances where a project exposes the University to risk, the project will require to be referred to the Research & Enterprise Steering Group. This will be done in accordance with the University's risk policy for contracts activity<sup>9</sup>.

Any projects having the following characteristics require to be referred to the Research & Enterprise Steering Group for approval prior to their commencement:

- Where the project presents significant risks such as the inability of a funder to perform their contractual obligations.
- Where the project has a significant possibility of adverse publicity (in terms of the work to be performed, the identity of the funder or the identity of a collaborator).
- Where a project has a significant possibility of high-profile failure.

The decision as to whether a project requires to be referred to the Research & Enterprise Steering Group rests with the Research Strategy and Innovation Office or Research Support Office contact for the project.

## **16. Personal payments**

Personal payments from contracts funded by commercial organisations may be made to individuals, if agreed in advance by the Head of College. Such payments will only be possible if:

- The full costs of the project will be recovered (on a FEC basis); and
- The individual has made a significant personal contribution to the project;

Individuals have the choice of receiving a personal payment or having the funds lodged in a research discretionary budget centre. Where a personal payment is chosen, the individual's element should include the cost of the employer's National Insurance.

Staff should refer to the University's Consultancy Policy for details of how consultancy income should be managed.<sup>10</sup>

## **17. Executive Directorships**

Executive directorships in a company in which the University has a direct shareholding should not be held by members of staff in senior positions, e.g. Heads of School/Research Institute Directors, Heads of College, Senior Management Group, in order to avoid conflicts of interest. Other members of staff require the agreement of their Head of College in consultation with the Research & Enterprise Steering Group (to avoid potential conflicts of interest). The Conflicts of Interest Policy provides detailed guidance in this area<sup>11</sup>.

## **18. Non-Executive Directorships**

Non-executive directorships of third party organisations and companies can be held, subject to the agreement of the relevant Head of College in consultation with the Research & Enterprise Steering Group (to avoid potential conflicts of interest). Heads of College and Vice-Principals require the agreement of the Principal and the Principal requires the agreement of the Convenor of Court.

Personal Payments for non-executive directorships can be retained on the same basis as consultancy fees, in accordance with the provisions of the income distribution model contained in section 9 of the Consultancy Policy<sup>12</sup>.

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<sup>9</sup> This policy is currently in development. Further details are available from the Research Support Office.

<sup>10</sup> See <http://www.gla.ac.uk/research/aims/ourpolicies/>

<sup>11</sup> See <http://www.gla.ac.uk/research/aims/ourpolicies/>

<sup>12</sup> See <http://www.gla.ac.uk/research/aims/ourpolicies/>

Non-executive directorships of University-owned or partially-owned companies, as a representative of the University, can be held. Where possible and appropriate, a management fee should be charged and credited to the individual's College (via a budget allocation), to reflect time away from normal duties. In such situations, where the member of staff is in a senior position, they should not be involved in any University decisions relating to that company, as this would put them in conflict with their legal responsibilities as a director.

Members of staff from central administrative offices are not permitted to serve in a personal capacity as a director or other officer of a company or commercial enterprise, the establishment of which arose out of or was connected with work done in the University. They are similarly not permitted to serve in a personal capacity as a director or other officer of a company or commercial enterprise in a contractual relationship with the University where the member of staff was concerned or connected with the placing or negotiation of the contract in question.

### **19. Liabilities of Company Directors**

Holding company directorships (of any kind) involves personal legal responsibilities and liabilities and all employees should seek independent legal advice before taking on such responsibilities. If any employee feels that such a role or any company share ownership is leading to a conflict of interest, they should seek advice from the Secretary of Court. Detailed guidance in relation to the holding of executive and non-executive Directorships is contained in the Conflicts of Interest Policy.<sup>13</sup>

Staff are required to register their Directorship with the Court Office's Register of Interests under the Conflicts of Interest Policy.

### **20. Secondment of University Staff**

Secondments of University staff to other organisations, whether full or part-time, will normally be subject to an agreement with the receiving organisation. This will apply where the other organisation is independent of the University. It will also normally apply where a company is partially or wholly-owned by the University. The University has a standard contract for these purposes. Aside from other contractual issues, Health and Safety responsibility should be defined, in order to protect the individual. The arrangement of secondments will usually require the involvement of both Human Resources and the Research Support Office.

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<sup>13</sup> See <http://www.gla.ac.uk/research/aims/ourpolicies/>

## Appendix 1: Terminology

### Type of Work

There are three broad categories of work, which are reflected in the accounts structure of the University:

Research This is broadly activity that involves the generation of new knowledge. There are a number of specific definitions of research. The following is the one used in Chapter 2 of the Frascati Manual<sup>14</sup>:

'Research and experimental development (R&D) comprise creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications.

The term R&D covers three activities: basic research, applied research, and experimental development. **Basic research** is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view. **Applied research** is also original investigation undertaken to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective. **Experimental development** is systematic work, drawing on existing knowledge gained from research and/or practical experience, which is directed to producing new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produced or installed. R&D covers both formal R&D in R&D units and informal or occasional R&D in other units'.

Services Rendered Activities that provide a service to an external organisation, where the activity does not meet the definition of research, and where it is not educational or funded by a Funding Council.

Services Rendered includes the provision of service (e.g. routine testing), consultancy, training and conferences.

Other Academic Income This covers agreements for educational projects and for projects funded by the Funding Councils (even where they are to undertake or support research as encompassed by the above definition, such as Strategic Research Development Grants).

### Type of Award

There are a range of award types, but they can be grouped into three main categories:

Grant An award from a sponsor under standard terms and conditions acceptable to the University. Typically, this includes research awards from Research Councils, UK Charities, the European Commission, and UK Government departments and agencies. Variations in standard terms may be negotiated (by the Research Support Office) on a project by project basis, but are more likely to be discussed as part of a broader exercise, possibly in conjunction with other universities. Grants normally include fellowships, non-commercially-sponsored studentships, and sponsored posts.

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<sup>14</sup> Frascati Manual 2002, Proposed Standard Practice for Surveys on Research and Experimental Development, ISBN: 9789264199040. This publication can be downloaded from [the OECD Online Bookshop](#).



Commercial Contract	A contract with a commercial or other organisation, under terms negotiated with that organisation. Also includes agreements with UK and overseas Government departments or agencies where the University is providing a competitive service (even where that can be defined as “Research” in the above terms). Contracts might be for research, service provision, consultancy, training, secondments or industrially-sponsored studentships.
Earmarked Donation	These are payments made by external bodies or individuals with no terms or conditions attached, except to the extent that they request that the funds be used to support research or a particular area of research. In some cases it would be acceptable to provide minimal reports on progress and outcomes to the donor, but this should only be of non-confidential, publicly available information.

## Appendix 2: Delegation of Authorities

The Research Support Office (RSO) and Research Strategy & Innovation Office (RSIO) have delegated contractual authority from Court to sign certain documents and agreements on behalf of the University. Such agreements may commit the University contractually to perform research, services etc. In all cases, the relevant Head of School, Research Institute Director and Head of College's approval should be obtained prior to signature (i.e. via a Project Approval Form or alternative agreed approval process).

The following table contains the current (2012/2013) agreed delegation of authorities from the Secretary of Court for signature of grants and contracts.

Type	Post Level	Conditions	Value <sup>15</sup>
Grants, European Commission Funding, Government Contracts and Donations	VP(Research), VP(KE), Head of Research Support Office, Head of Legal (RSO)	None	Unlimited
	Director of Finance	Contracts	Unlimited
	Senior Grants/Contracts Manager	None	Unlimited
	Grants/Contracts Manager	None	up to £2M
	Assistant Grants Manager	Projects submitted in £sterling and, for multi-partner projects, where the total budget is less than £200k	Up to £200k
	Research Data Co-ordinator	Awards	Up to £1M
	Head of KE, Encompass Manager, S3C Programme Manager	Projects funded from EPSRC IAA, S3C and similar grants and "First Step Awards" (internal re-allocations only)	Up to £200k
Contracts	VP(Research), VP (KE), Head of Research Support Office, Head of Legal (RSO)	High / Med / Low Risk	Unlimited
	Senior Contracts / Contracts Manager	Med / Low Risk	Up to £500k
	Assistant Contracts Manager	Low Risk	Up to £5k
Confidentiality Agreements	VP(Research), VP (KE), Head of Research Support Office, Head of Legal (RSO), Head of Commercialisation (RSIO), Senior Contracts Manager, Contracts Manager, IP & Licensing Manager (RSIO)	None	N/A
Licences (other than Non-Exclusive Licences referred to below)	Always requires Secretary of Court's signature	On recommendation of Head of Commercialisation (RSIO)	
Non-Exclusive Licences	Contracts Manager	Low Risk	Up to £5k

<sup>15</sup> Where an award is granted as a multiparty award, the value refers to GU's share of the total award.

Company Formations, etc.	Always requires Secretary of Court's signature	On recommendation of RESG following advice from Head of Commercialisation (RSIO)	

### Risk Definition

For the assessment of High, Medium and Low risk projects, the current Risk Management Policy should be consulted and the definitions therein applied to this paper.

Agreements outwith those definitions or for which there is some doubt of definition should be signed by the Secretary of Court. In all cases, where there is any element of doubt, the agreement should be referred up the chain of authority, including through the R&E Steering Group (RESG) where appropriate.

### Guidance Notes

Grants and Donations are typically applications to or awards from Research Councils and UK Charities, and unencumbered donations from any organisation or individual. By submitting an application or accepting an award, the University will normally have agreed to interact with these bodies under their standard terms.

European Commission projects are applications to or awards from the European Commission under the auspices of the many funding schemes set up within the European Union. By submitting an application or accepting an award the University will normally have agreed to interact with these funding schemes under their standard terms.

Contracts are typically with commercial organisations, but can include some interactions with other bodies, such as a Research Council, Charity or Government body, where the nature of the activity is commercial. Government Contracts are typically from UK or overseas Government departments or agencies. As with Grants, the University will often have agreed to interact with these bodies under their standard terms, but additional issues over liabilities and ownership of IPR may arise.

All of these interactions are for the provision of research or other services. Given the imprecise nature of these definitions, the following provides some additional guidance. In these notes, "signed by the relevant member of staff" means signed by a member of RSO (or RSIO) staff with relevant delegated authority.

- Powers of Attorney can be signed where the relevant member of staff has delegated authority for the type of agreement (e.g. for an EU collaborative grant or patent protection), but not in cases where the relevant member of staff does not have authority (e.g. for licences).
- Research Agreements with standard GU options to license can be signed by the relevant member. Where the option terms vary or where the agreement requires an assignation of results, opinion should be sought from the relevant stakeholders (e.g. PI, Head of School, Head of College) and if necessary advice should be sought from the Head of Legal (RSO) and /or the RESG for approval before being signed by the relevant member of staff.
- Material Transfer Agreements (in and out) should where possible be undertaken under University or internationally recognised standard terms. In these cases, or where there is no assignation or exclusive licence of University IP, the relevant member of staff is able to sign them. Where there is an assignation or exclusive licence of the University's pre-existing IP rights or specific liability concerns, opinion should be sought from the relevant stakeholders and if necessary advice should be sought from the Head of Legal (RSO), and /or the RESG for approval before being signed by the relevant member of staff.
- Agreements to second staff into or out of the University will require both a suitable contract and relevant authorisation. Secondments may also require liaison with and approval from Human Resources.
- Collaboration Agreements between universities and/or a commercial third party (e.g. in relation to a specific grant) will generally include provisions which allow the parties to share and access the information generated in the course of the collaboration for the purposes of further research, allow publications but may also grant commercialisation rights on terms and

conditions to be agreed or which are standard for the particular funding scheme and may be signed off by the relevant member of staff. Where rights outwith the norm for such a collaboration are sought or there are issues of liability and indemnities opinion should be sought from the relevant stakeholders and if necessary advice should be sought from the Head of Legal (RSO) and / or the RESG for approval.

- Memoranda of Agreements and Memoranda of Understanding, which are wider reaching than an individual research project may require liaison and approval from the Senate Office.

Specific documents requiring signature by the Secretary of Court:

- Stand-alone agreements that involve a transfer or assignment of pre-existing GU IP rights (except for low risk non-exclusive licences up to a value of £5k) or a sharing of revenue with a commercial third party should be signed by the Secretary of Court. This principally includes Licences (both 'Easy Access' and Royalty bearing licences) and Exploitation Agreements where the pre-existing IP rights are assigned or exclusively licensed.
- Letters of Intent, company formation, agencies, mergers, joint ventures, acquisitions, and disposals require the Court or Secretary of Court's approval, as appropriate.

When requesting signature of an agreement (e.g. from the Secretary of Court), adequate evidence and explanation of the reasoning for the recommendation should be provided by RSIO to enable the signatory to make a balanced judgement.