**NON-BINDING TERM SHEET: COMMUNITY RESEARCH PROJECT**

The signatories are currently contemplating a sponsored research project (“Project”). This document is not intended to be legally binding. It is intended to identify the terms expected to form the basis for a legally binding agreement to be approved and signed in accordance with the requirements of each of the parties if the Project application is successful.

Unless a funder requires different terms, the signatures on this term sheet indicate that the signatories intend to recommend and support the Project on the terms identified on this document and, should the Project proceed, to participate in the Project in the manner specified herein or as otherwise agreed.

1. **Who will be the legal parties to the Project Agreement?**

University of Victoria, 3800 Finnerty Road, Victoria, BC, V8P 5C2. The work will be performed within the following faculty/center/department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will act as Principal Investigator (“PI”) telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will be the scientific contact.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be a legal party to the Project Agreement and will collaborate in the performance of the Project if the application is successful.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be the scientific contact for and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be the contact for contract discussions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **Project Description:**

**Timeline:**

Depending on a funder’s award period, it is anticipated that the Project willbe conducted from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (start date) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (end date).

**Description:**

The parties will jointly investigate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Costs:**

Partner cash contribution: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner in-kind contribution: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Projected 3rd party funding (see section 3): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UVic cash contribution: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UVic in-kind contribution: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **3rd Party Funding:**

The parties intend to apply for the following additional funding to support the Project [also specify which institution will be the lead applicant coordinating the proposal] **(add additional pages as needed)**:

In the event that the funding application is unsuccessful or only partially successful, the parties agree that **(select one of the options identified below)**:

The parties will work together to modify the Project to reflect the reduction in funding.

OR

The parties will discuss potentially increasing their contributions to cover the shortfall, with specific increases to be negotiated and mutually agreed to, and to the extent the net funding is still less than expected the parties will work together to modify the Project to reflect the reduction in funding.

OR

The parties will seek alternate funding from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will together determine who will be responsible for making an application to this funder.

OR

The Project will not proceed.

1. **Other Contributions/Responsibilities:**

In addition to the cash and in-kind contributions identified above, the parties specified below will make the following contributions to the Project: **(add additional pages as** **needed).**

1. **Reporting**

Collaborators will provide the lead applicant with periodic reporting of contributed cash/in-kinds, and any other information required by the lead applicant to comply with the funder’s reporting requirements (e.g., progress reports). Other reports shall be as follows: **(add additional pages as needed)**

1. **Intellectual Property (“IP”):**

**Arising IP:**

The parties anticipate that intellectual property arising from the Project will consist of:scholarly publications other materials – provide a brief description below (e.g., website, computer apps or other software, data repository, bibliography, video, audio files, etc.):

**(add additional pages as needed)**

If “other materials” is selected above, subject to a funder’s requirements applicable to outputs of the Project (e.g., funder terms on intellectual property, research data archiving, and open access), from the list below identify your anticipated plan to share the outputs: **(choose as many of the following as are applicable)** materials will be made available for public use without restriction, at no charge materials will be made available to all Project partners for non-commercial research and academic use at no charge materials will be made available with certain limitations, or potentially a charge

materials will be made available to third parties on terms that are yet to be determined other, as described below: **(attach additional pages as needed)**

**Background and Third Party IP (select one):**

The parties do not anticipate the use of any background (pre-existing) or third party intellectual property.

The parties anticipate the use of the following background (pre-existing) or third party intellectual property and the party specified will be responsible for ensuring appropriate access rights to such intellectual property have been secured:

|  |  |  |
| --- | --- | --- |
| Background or 3rd PartyIP | Owner or entity whowill grant rights in suchintellectual property | Party responsible forobtaining necessaryright s in suchintellectual property |

**7. Confidential Information and Publication Rights:**

Subject to a funder’s requirements applicable to outputs of the Project (e.g., funder terms on intellectual property, research data archiving, and open access):

The parties\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(will/will not)** provide confidential or proprietary information to each other as part of the Project. All obligations with respect to confidential information will survive for a period of five years after Project completion.

The parties \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(will/will not)** provide for a publication pre-review process of \_\_\_\_\_\_\_\_\_\_\_\_\_ days to ensure that a discloser’s confidential or proprietary information is not included in any proposed publication or presentation unless the discloser agrees to the disclosure. The parties \_\_\_\_\_\_\_\_\_\_\_ **(will/will not)** permit delay of a publication for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months to enable the parties to seek patent protection. [NOTE: the total delay (including both the review period and any delay for IP protection) cannot exceed six months]

1. **Additional Terms and Conditions:**

The parties have agreed to the following terms andconditions

**(attach additional sheets as needed)**

1. **UVic Standard Terms:**

The parties acknowledge that, as a public body, UVic is required toensure that certain terms are included in its research contracts. Each community partner organization’s representative confirms that he/she has been advised of these terms and of UVic’s limited ability to modify these terms:

**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. 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 relation to community partner organizations.

**No Warranty:** UVic will agree to carry out research in accordance with scientific andprofessional standards but does not provide any assurance of success in achieving any desired result. UVic provides no warranty on the results of research or the background IP used to perform research. If an organization will be using UVic intellectual property commercially, UVic requests that organization assume responsibility for any claims arising from that organization’s use of such IP.

**Use of UVic IP:** In the event another organization wishes to use intellectual propertycreated by UVic researchers, such use is at that organization’s risk. UVic expects to retain academic and research rights to intellectual property generated through research conducted through UVic.

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

**Payment Terms:** UVic’s ability to carry the expenses of a research project is limited.Therefore, absent extraordinary circumstances UVic would expect to be able to invoice at least quarterly and/or when the expenses incurred exceed what is determined to be an appropriate amount. Alternatively an advance payment can be arranged.

**Availability of the PI:** Given the unique qualifications of faculty, UVic cannot guaranteethat, in the event the PI is not available to complete a research project, an acceptable substitute will be available. Therefore, in the event that a PI is not available to complete a project, UVic’s obligation is limited to working with Project partners to try and find an acceptable alternative PI. If the parties are unable to agree on an acceptable substitute, the Project is wound down. In the ordinary course, UVic is not able to provide any refund or reimbursement to any other organization for any expenses incurred by UVic or uncancellable commitments made by UVic prior to the decision to wind down the Project.

**Policies & Procedures:** Should one party’s personnel attend at another party’s premisesto participate in Project activities, the visiting personnel shall comply with regulations and policies of the hosting 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 beyondits control, nor for any indirect, incidental or consequential damages.

**Materials:** If a Project partner is providing UVic with materials for the conduct of theProject, that partner 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 may also require that the partner providing such materials agree to provide, upon request by UVic, copies of any applicable institutional review board certification forms or approvals.

**Termination:** A party may be removed from the Project in the event of a material breachby that party, subject to a 30-day cure period or other period that the parties may agree to (depending on context). As a general rule, when a project cannot be completed for reasons beyond UVic’s reasonable control (e.g., loss of funding, non-availability of PI or a mutually acceptable alternative, etc.) the project is wound down UVic expecting to be able to recover project costs incurred to the date of termination including any uncancellable commitments made prior to termination. To the extent community partners have advanced funds and such funds are not spent/committed UVic would return the unspent/uncommitted funds to the community partners. When a third party funding agency (e.g., NSERC) is involved, their program requirements also apply to the return of funds. UVic is not, in the ordinary course, in a position to provide refunds of funds already spent or committed which is a reflection of the university research model in which research is conducted on a cost recovery or even subsidized basis meaning amounts are not accrued to cover off such contingencies.

**Applicable Law:** The laws of British Columbia and the laws of Canada in force thereinshall be applicable.

We agree to work together to propose the Project on the terms and conditions set out above. We confirm that we do not necessarily have authority to bind our respective organizations and that this letter of intent is not intended to be legally binding.

**University of Victoria**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner organization**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**