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1. PURPOSE

The purpose of this policy is to establish a uniform set of regulations and procedures for the development and administration of all Research Agreements governing research projects conducted at the University which are externally funded. This policy also establishes signing authority, costing and budgeting guidelines, applicability of indirect costs and administrative procedures.

2. DEFINITIONS

- “Principal Investigator” means the lead researcher(s) at Saint Mary’s University who is responsible for a Research Project;
- “Research Project” means a project governed by a Research Agreement;
- “Researcher” includes the Principal Investigator as well as other faculty, students and staff involved in a Research Project and also includes faculty, students and staff from other universities, student research assistants and contract researchers;
- “Faculty Member” means Saint Mary’s faculty as defined by the Collective Agreement between the Saint Mary’s University Faculty Union (SMUFU) and Saint Mary’s University;
- “Research Team” means the Researchers participating in a Research Project;
- “Direct Costs” means all costs which can be identified and attributed to a Research Project or set of activities with reasonable accuracy. Direct Costs include, but are not limited to, salaries and benefits, equipment rentals, travel and field support and supplies and services.
- “Indirect Costs” means support costs common to some or all research activities undertaken at the University. Indirect Costs include, but are not limited to:
- Use of laboratory capital equipment and general University buildings/equipment.
 - Support and technical staff time.
 - Cleaning and maintenance.
 - Utilities (heat, power, water, telephone etc.).
 - Accounting, administrative and computer services.
 - Legal and consultative services.
 - Library expenses.
 - General and project coordination/management.
 - Ethics, animal use and health and safety committees.
 - Depreciation and other indirect costs.
- “Granting Agency” means any public or not-for-profit funding source which provides funding for a Research Project;
- “External Sponsor” means any external partner(s), other than a Granting Agency, which provides funding for a Research Project;

“Research Agreement” refers to any of the following legal arrangements involving Saint Mary’s University, Researchers, and Granting Agencies or External Sponsors:

Research Grant is an award provided by a Granting Agency to an individual Principal Investigator or a group of Researchers working in collaboration to support research in a defined area. Research grants are made according to the regulations of the Granting Agency for a specific funding amount and a specific time period.

Research Contract is an agreement to deliver the results of a specific Research Project to an External Sponsor or Granting Agency at a specific time and for a pre-negotiated price.

Research Services Contract is a services agreement of a more routine nature that still require expertise or laboratory facilities to conduct the work, for example, provision of specialized or certified analytical services that are not routinely available from private sector laboratories.

Contribution Agreement is similar to a Research Contract but typically involves multiple funding sources such as a combination of government agency, private sector sponsorship and a University contribution. Contribution Agreements, particularly (but not exclusively) those with Federal or Provincial Government agencies may contain restrictions on publication of research results, claims against Intellectual Property, or other conditions that require them to be treated as Research Contracts.

Non-Disclosure Agreement or Confidentiality Agreement is a legal contract that outlines confidential materials or knowledge that is shared among the University, Researcher(s) and external parties who wish to share with each other but wish to restrict from use by other parties.

Material Transfer Agreement is a contract that governs the transfer of biological materials from the owner or authorized licensee to an institution for research purposes. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals, plant cultivars/genotypes, pharmaceuticals and other chemicals and materials. A Material Transfer Agreement governs issues such as ownership of the transferred materials and of modifications and derivatives made by the recipient; limits on the use of the materials by the recipient institution; confidentiality of information related to the materials; rights to inventions and research results and in some instances, handling requirements of hazardous materials.

2.1 Summary Attributes of Research Agreements

Table 1 summarizes the typical attributes of a Research Grant, Research Contract/Contribution Agreement and Research Services Contract:

Research Grant	Research Contract/ Contribution Agreement	Research Services Contract
<ul style="list-style-type: none"> ▪ Researcher describes research in general terms, Research Project idea initiated by Principal Investigator and/or jointly planned with Granting Agency. 	<ul style="list-style-type: none"> ▪ Research Project conceived by External Sponsor or jointly with Principal Investigator. Both parties participate in planning. 	<ul style="list-style-type: none"> ▪ External Sponsor defines Research Project.
<ul style="list-style-type: none"> ▪ Generic description of deliverables with some flexibility in content and timing. 	<ul style="list-style-type: none"> ▪ Specific deliverables with timelines. 	<ul style="list-style-type: none"> ▪ Specific deliverables with timelines.
<ul style="list-style-type: none"> ▪ Payment fully committed in advance. 	<ul style="list-style-type: none"> ▪ Payment by instalments on completion of deliverables. 	<ul style="list-style-type: none"> ▪ Payment on completion of deliverables.
<ul style="list-style-type: none"> ▪ No payment to Researcher. 	<ul style="list-style-type: none"> ▪ May include payment to Researcher. 	<ul style="list-style-type: none"> ▪ May include payment to Researcher.
<ul style="list-style-type: none"> ▪ Very limited or no restrictions on publication. 	<ul style="list-style-type: none"> ▪ Results may be confidential with restrictions and delays on publications. 	<ul style="list-style-type: none"> ▪ Results are confidential with restrictions and delays on publication.
<ul style="list-style-type: none"> ▪ Projects may be suitable for senior undergraduate or graduate students. 	<ul style="list-style-type: none"> ▪ Publication restrictions may make projects unsuitable for student research. 	<ul style="list-style-type: none"> ▪ Publication restrictions may make projects unsuitable for student research.
<ul style="list-style-type: none"> ▪ Granting Agency usually does not claim an interest in the resulting intellectual property owned by Faculty Member and/or University. 	<ul style="list-style-type: none"> ▪ External Sponsor may claim an ownership interest in resulting intellectual property; intellectual property rights are negotiated. 	<ul style="list-style-type: none"> ▪ Little or no expectation that intellectual property will be created as a result of the Research Project.
<ul style="list-style-type: none"> ▪ Faculty Member and/or University can sell commercial rights to third party. 	<ul style="list-style-type: none"> ▪ Faculty Member and/or University may have commercial rights, or have only research, teaching and non-commercial use rights. 	<ul style="list-style-type: none"> ▪ Results have no commercial resale value to University.
<ul style="list-style-type: none"> ▪ No guarantee of specific result. 	<ul style="list-style-type: none"> ▪ No guarantee of a specific result. 	<ul style="list-style-type: none"> ▪ Generally routine work.
<ul style="list-style-type: none"> ▪ No confidentiality covenants. 	<ul style="list-style-type: none"> ▪ Non-Disclosure Agreement in place. 	<ul style="list-style-type: none"> ▪ Non-Disclosure Agreement in place.
<ul style="list-style-type: none"> ▪ Not applicable or required. 	<ul style="list-style-type: none"> ▪ Indemnity provisions. 	<ul style="list-style-type: none"> ▪ Indemnity provisions.

Table 1

3. RESPONSIBILITIES

3.1 Vice-president, Academic and Research

The Vice-President (Academic and Research) has signing authority on all Research Agreements. Research Agreements without the signature of the Vice-President (Academic and Research) or its designates, are invalid and not legally binding to the University.

The Vice-President (Academic and Research) has the authority to reject any proposed Research Agreement.

The Vice-President (Academic and Research) has general responsibility for enforcement and initiating reviews of this policy.

3.2 Faculty of Graduate Studies and Research

The Faculty of Graduate Studies and Research is responsible for reviewing and making recommendations to the Vice-President (Academic and Research) on all Research Agreements. Proposed Research Agreements must be submitted to the Research Grants Office (RGO) and the Industry Liaison Office (ILO) for review. The RGO and the ILO, with the assistance of the Principal Investigator, are responsible for the negotiation of the Research Agreement with the Granting Agency or External Sponsor.

Where appropriate, other university officials may be consulted regarding a proposed Research Contract, including, the Principal Investigator's Department Chair, Dean(s), and Vice-Presidents.

3.3 Principal Investigator

Research Agreements are between external parties and the University. External partners may not enter into any Research Agreement directly with individual Researchers. Principal Investigators must submit a draft Research Agreement to the Faculty of Graduate Studies and Research for review by the RGO and the ILO and assist the RGO and ILO as required to finalize the Research Agreement.

The Principal Investigator is responsible for estimation of the Direct Costs associated with a Research Project.

The Principal Investigator is responsible for conducting the research in according to the terms and conditions of the Agreement, including the budget and timelines of the Research Project.

The Principal Investigator is responsible for ensuring that all of the performance requirements of the Research Agreement are complied with.

The Principal Investigator is responsible for compliance with all applicable University, Granting Agency and External Sponsor policies when carrying out a Research Project.

The Principal Investigator is responsible for cost over-expenditures which are the result of his/her own negligence or wilful misconduct (see section 5.4).

3.4 Researchers

Researchers are required to follow the terms of the Collective Agreements between SMUFU and Saint Mary's University as these relate to research and must follow applicable University policies.

3.5 Financial Services Department Staff

Financial Services department staff will only make research funds available to the Principal Investigator once the agreement has been signed by all authorized parties and the PI has obtained all applicable Research Ethics Board and certification approvals. The Financial Services Department has the right and responsibility to withhold approval of expenses requested by grantees that contravene granting Agency, external Sponsors or University policies. Financial Services staff will assist the PI by preparing and submitting invoices and financial statements as requested in the terms of the Research Agreement.

4. RESEARCH AGREEMENT CONTENT

4.1 *Creation Process*

In preparation of a Research Agreement, the substance of the proposed Research Project is usually the result of information gathering and/or informal discussions between the Principal Investigator and the representatives of the Granting Agency or External Sponsor. Broad agreement is obtained initially on:

- The work to be accomplished.
- The location of the work.
- The time frame of the project.
- The project budget.

The RGO, with the assistance of the ILO where appropriate, acts as a facilitator for Principal Investigators at all levels of the contracting process and also shares the responsibility for the negotiation of Research Agreements. Although the content of the proposed Research Project is developed by the Principal Investigator working with input from the Granting Agency or External Sponsor, the RGO and ILO can provide guidelines and advice regarding the format for technical proposals expected by External Sponsors and Granting Agencies which may enhance the chances of a technical proposal being accepted. Principal Investigators are advised to contact the RGO in the early stages when considering engaging in Research Projects which will require a Research Agreement.

Prior to the submission of any proposed Research Project to a Granting Agency or External Sponsor, the Principal Investigator must obtain all necessary written approvals for the use of University facilities from the University administrator(s) responsible for the facilities, and to adhere to any University, faculty or departmental policies and procedures with regard to use of the facilities. Principal Investigators seeking release time from their standard teaching duties must follow Article 15.1.30 (Reduction in Teaching Load for Scholarly Purposes) of the Collective Agreement between the Saint Mary's University Faculty Union and Saint Mary's University.

Any Faculty Member who intends to provide technical services to an External Sponsor with more than an incidental use of the University's equipment, facilities or other resources, shall do so only under a Research Agreement between the University and the External Sponsor. The fees charged to the External Sponsor for the technical services shall be at hourly rates consistent with rates charged for similar services in the applicable industry sector, and shall include Indirect Costs in accordance with this policy. The fee schedule and any amount payable to the Faculty Member shall be subject to the approval of the Vice-President (Academic and Research).

If a Faculty Member's time is included as a Direct Cost of the Research Agreement, their time and the fee schedule shall be subject to the approval of the Vice-President (Academic and Research) upon recommendation of the Dean of the Faculty originating the research proposal.

If any Faculty Member wishes to provide any other consulting services through a personal contract (rather than through the University), those activities are not part of the Faculty Member's employment with the University. The University has no liability in regards to these activities and the Faculty Member is not covered by the University's liability insurance when carrying out a personal contract for consulting services. The University's liability insurance only covers the Faculty Member when that individual is engaged in activities related to his or her employment with the University.

Furthermore, Faculty Members are not authorized to use University resources in carrying out personal contracts for consulting services except in cases where the Faculty Member's outside employment involves only the minor or incidental use of University space, equipment, facilities, supplies, or services. University resources include, but are not limited to, equipment purchased with funds from research grants. If a Faculty Member wishes to use University resources in more than a minor or incidental manner, the individual may apply in writing, in advance, for permission to the Vice-President (Academic and Research) or delegate and such permission may be conditional upon payment of a fee in accordance with 4.3.2 of this policy by the Faculty Member to the University for the use of the University's resources. If the University grants permission to the Faculty Member to use University resources in completing a personal contract for consulting services, this does not constitute an approval of the activities or an acceptance by the University of any liability related to the activities.

4.2 Costing Types

Research Agreements may typically be established either as "Firm Price" or "Cost Reimbursable".

Firm Price: means the Granting Agency or External Sponsor places a maximum dollar amount on the Research Project. A budget for the Research Project is not always required by the Granting Agency or the External Sponsor but is required for internal approval purposes.

Cost Reimbursable: means the University and the Granting Agency or External Sponsor agree on a detailed budget for the Research Project and the University invoices the Granting Agency or External Sponsor only for the actual costs which have been incurred and paid for within the agreement period. At the termination date for the Research Project, any unused funds for the Research Project lapse and the account is closed.

4.3 Budget Content

Budgets for all Research Projects must identify the full cost of delivering the research or service. The following guidelines should be considered in developing the budget and negotiating the cost of delivery of a Research Project. The schedule of costs must include total Direct Costs, Indirect Costs and any other contribution to the costs of the Research Project. The source and amount of other contributions to the Research Project must be identified where applicable.

4.3.1 Direct Costs

Calculation of Salaries and Benefits Costs

To determine the appropriate rate and any overtime rate to be used for each staff person on a Research Project, obtain the salary and benefits rate to be used from the Human Resources department.

Supplies and Services Costs

All purchases of supplies and services required for a Research Project are to be processed through standard University policies and procedures. Supplies and services costs include all materials to be purchased, including replacement of existing supplies used to complete the Research Project. Supplies and Services Costs should be determined by the best estimate of anticipated expenditures for

the Research Project and be based on actual prices or quotations from suppliers.

Travel Costs

Travel costs are estimated on the basis of Saint Mary's University's Travel Policy.

4.3.2 Indirect Costs

The rates for Indirect Costs currently in effect for Research Projects are identified below. The Vice-President (Academic and Research) is authorized to make adjustments to these rates from time to time in response to changing or exceptional circumstances.

The Dean of the Faculty (Arts, Commerce or Science) originating the proposed Research Project and/or the Dean (Faculty of Graduate Studies and Research) may elect to waive collection of part of the respective faculty component of the minimum Indirect Costs charge on Research Projects. In the case of such a waiver, the waived component of the Indirect Costs will still be calculated and included on the financial statements for the Research Project as "a contribution in-kind from the University".

"In-kind" expenses contributed by any participant in a Research Project are not subject to Indirect Costs charge.

Summary of rates

The minimum rate for Indirect Costs for Research Projects carried out by Senate-approved Research Centres and Institutes is 15% on the total value of the Direct Costs; 15% will go to general University revenue and any amount above 15% will go towards the internal operations of the Centre or Institute identified in the agreements.

For all other Research Projects carried out in the University, the Indirect Costs currently in effect are identified below.

External Sponsor or Granting Agency	Rate (%)
Government of Canada: On Campus activities Off Campus activities	65% of salaries and benefits, 2% of travel costs 30% of salaries and benefits, 2% of travel costs
U.S. Government	A minimum of 50% (maximum depending on allowable rate) of salaries and benefits
Other External Sponsor	35% on the total value of the Direct Costs identified in the Agreement Or A minimum of 65% (maximum depending on standard rates for industry sector) of salaries and benefits and 5% on supplies and **internal and external services

* not applicable to Graduate Stipends

* Public Works and Government Services Canada's current Overhead Cost policy provides for the following "one rate" system applicable to government agreements with Canadian universities:

10.090 (1994-06-23) *Research and development work carried out by universities or colleges is priced at direct costs plus a contribution to overhead. This contribution is a maximum take-out rate of 65 percent of direct payroll costs for on-campus work, and 30 percent of direct payroll costs for off-campus work. In addition, a contribution equivalent to 2 percent of applicable and acceptable traveling and living expenses will be made. (Source: PWGSC Supply Manual chapter 10 – Cost and Profit)*

*** internal services covers specific costs such as Direct Costs for charges from facilities department for reconfiguring space and electrical/plumbing adjustments, computer services etc. Secretarial services, mail, fax, telephone costs are covered within the general rate for Indirect Costs on salaries. External services would include contracted services that are not available within the University.*

Determining rates

The following table contains additional guidelines which must be taken under consideration when determining rates for Indirect Costs:

#	Partner type	Guideline
1	Granting Agencies that prohibit charges for Indirect Costs	Some Granting Agencies do not permit charges for Indirect Costs as part of a Research Grant. For example, the Federal Granting Tri-Councils (SSHRC, NSERC and CIHR) specifically prohibit the inclusion of such charges as eligible expenses. In such cases, Indirect Costs do not apply.
2	External Sponsor or Granting Agency with specified rates for Indirect Costs	Some External Sponsors or Granting Agencies, for example ACOA, NRC-IRAP and CANARIE have specific guidelines for the allowable rates for Indirect Costs on university projects. These guidelines should be used when developing the budget.
3	Other External Sponsors	In some cases e.g. provincial and municipal governments, not-for-profit organizations etc., the External Sponsor has the authority to negotiate rates based on the Total Direct Costs of an agreement. In these cases, every effort should be made to obtain a rate of 35% for Indirect Costs on the value of Total Direct Costs.

Distribution

Except for Research Projects carried out by Senate-approved Research Centres and Institutes (see above), the Indirect Costs recovered from Research Agreements will be distributed internally as follows:

- 40%** to the Dean (Arts, Commerce or Science) of the faculty originating the Research Project to support research initiatives and activities within the faculty.
- 40%** to general University revenue.
- 20%** to the Dean of the Faculty of Graduate Studies and Research to support research initiatives and activities across the University.

The Vice-President (Academic and Research), the Dean (Faculty of Graduate Studies and Research) and the Dean (Arts, Commerce or Science) of the faculty

originating the Research Project acting jointly, may in exceptional cases, waive part of their allocated Indirect Costs on any Research Agreement, however, the general University revenue allocation (40%) will always be applied as a minimum charge for Indirect Costs.

4.3.3 Contingency Allowance

Depending on the type of Research Agreement and in particular, if the duration of the Research Project spans over several years, it may be wise to include a contingency allowance in the budget to cover unforeseen expenses such as repairs, outsourcing fees, technical support, inflation etc. Contingency rates typically vary between 3%-10% depending on the level of risk.

5. ADMINISTRATIVE PROCEDURES

5.1 Processing Steps

Once the terms of a Research Agreement have been agreed upon the following procedures occur:

- 1- A final version of the agreement is vetted by the RGO to ensure compliance on issues such as:
 - The Parties involved.
 - Scope of work (including all deliverables).
 - Budget details outlining costs and payment terms.
 - Liability and indemnity.
 - Publication and confidentiality.
 - Intellectual Property rights and ownership
 - Equipment ownership.
 - Term and termination conditions.
 - Definitions and "boilerplate" i.e. common clauses found in most agreements.

If you do not have an agreement template, one can be provided to you by the RGO.
- 2- The RGO ensures that all necessary approvals have been obtained from University officials.
- 3- The RGO arranges for all required signatures of the final agreement. For all Saint Mary's University Research Agreements the University representative is the President or the Vice-President (Academic and Research) or their designates.
- 4- The RGO arranges for copies of the signed agreement to be forwarded to the Principal Investigator, the Financial Services department and retains the original to be filed.
- 5- The Financial Services department creates an account number and budget structure for the project and provides financial reports on a regular basis.

5.2 Invoicing

The Principal Investigator is responsible for initiating the preparation of all invoices and

for verifying that the invoiced amounts are correct. All invoices are to be prepared and sent out by the Financial Services Department and be payable to the University.

5.3 Faculty Remuneration

Any amount paid to a Faculty Member under a Research Agreement shall be reported by the University on the appropriate forms to Canada Revenue Agency.

5.4 Over-expenditures

When difficulties arise to the extent that the Principal Investigator cannot fulfill the terms of the agreement, the PI must immediately contact the RGO to seek advice and provide all of the information concerning the particular circumstances and as far as is possible, document all actions taken. If the PI failed to fulfill all of the terms of the agreement resulting in non payment from the third party, the PI would be held personally responsible for any over-expenditures or outstanding third party obligations.

Grantees are responsible for over-expenditures on Research Agreements that are the result of their own negligence or wilful misconduct. When circumstances permit, the University will charge over-expenditures against unpaid PI salary if included as part of the Research Agreement budget. Where the PI salary is neither included in the Research Agreement nor unpaid to the PI, the University will charge over-expenditures against other eligible research funds of the PI. In cases where over-expenditures occur and the grantee does not have PI salary or other eligible research funds, the grantee is required to provide a cheque to Financial Services payable to Saint Mary's University to cover the over-expenditures.

While grantees are permitted to incur over-expenditures against approved future Research Grant instalments, Principal Investigators funded by Research Contracts must remain within the contract agreements fiscal budget and total expenditures may not exceed the value of the contract agreement.

While Grantees are permitted to borrow against expected grant instalments, Principal Investigators funded by contracts are not permitted to overspend within a fiscal year. They must remain within the agreed upon budget and total expenditure may not exceed the value of the agreement.

5.5 Bad Debts

In the case that the external partner is unable or refuses to pay any part of the agreement amount for services that have been delivered under the agreement, the University will attempt to recover and collect these debts by legal action as necessary.

6. PUBLICATION

Knowledge creation and dissemination is one of the missions of the University. However, Faculty Members are obligated to disclose any patentable discoveries or creations to the University prior to public disclosure. An External Sponsor or Granting Agency may also require a delay of publication in order to protect intellectual property rights. The delay generally will not exceed 180 days unless there are compelling reasons shown which would support a longer delay. In any event, such a delay will not exceed one year under any circumstances. Likewise, the University will not permit an undue delay in the publication of a graduate student's research which would prevent the student from graduating.

7. RESEARCH RESULTS AND INTELLECTUAL PROPERTY

Terms within Research Agreements associated with the use of research results and aspects associated with intellectual property must be consistent with University policies and the Collective Agreement between the University and SMUFU and Canadian and International laws in regard to patents and copyrights.

Some Research Agreements may result in technology/knowledge transfer opportunities. If such instances arise, Researchers in the project, by mutual agreement, may assign or grant the University rights to the intellectual property they created in the course of the research project to facilitate access to their discoveries by prospective External Sponsors.

8. PUBLICITY

8.1 Required Disclosures

Some Granting Agencies or External Sponsors may wish to contract research to the University and request that their name not be associated with the Research Project or publicly disclosed as a source of the funding. The policy of Saint Mary's University is not to accept any funds with such restrictions and every Research Agreement should include a clause to that effect.

8.2 Approval to publicize by external partner

All Research Agreements between Saint Mary's University and a Granting Agency or External Sponsor will include a clause stating that the external partner will not use the name of Saint Mary's University in its advertising and will not publicize the agreement to conduct research on its behalf without the prior approval of Saint Mary's University.

APPENDIX A - References/Adapted from:

1. Saint Francis Xavier University – Overhead policy
2. Dalhousie University – Research Contracts policy
3. University of Prince Edward Island – Research Contracts policy
4. PWGSC Supply Manual chapter 10 – Cost and Profit
<http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter10-e.html#10.090>
5. Simon Fraser University – Research policies
http://www.sfu.ca/vpresearch/Researchlinks/vol11_02/FAQ.html
6. Memorial University – Overhead policy
http://www.mun.ca/research/overhead_policy.php
7. Saint Mary's University - Policy on Research Contracts and Overheads