

## **Research Contracts/Agreements A Guide for Sponsors**

### **Corporate Identity**

All research agreements must be issued in the University's legal corporate name: **"The Board of Trustees of The University of Alabama, for and on behalf of its constituent institution, The University of Alabama"**.

### **University Address**

The address for the Office for Sponsored Programs is:

The Office for Sponsored Programs  
800 University Blvd.  
152 Rose Administration  
Box 870104  
Tuscaloosa, AL 35487

Phone: (205) 348-5152

Fax: (205) 348-8882

For specific research contract questions contact: Lauren Wilson, J.D. (205) 348-7812, [lawilson@fa.ua.edu](mailto:lawilson@fa.ua.edu)

### **University Organization of Contract Administration**

The Office of the Vice President for Research formulates and disseminates policies regarding the administration of research funding agreements.

Campus Administration: Contract and Grant negotiation is centralized within the Office for Research, through the Office for Sponsored Programs. Although initial discussions between sponsors and University faculty or research staff may occur in a variety of ways, no project or agreement may be established or undertaken unless a research proposal, including a budget has been submitted through University internal review procedures and an agreement has been negotiated and signed by an authorized representative of both the University and the sponsor.

Authority to execute awards and contracts for research on behalf of the Board of Trustees of The University of Alabama is granted to only a few individuals in the Office for Research.

### **Payment**

Contracts with sponsors are performed on a "no-profit- - no loss" basis. Research projects incorporate both direct and indirect costs in the research budget. It is also the University's policy to receive some payment in advance of work to be performed.

Payments may be sent to:

The Office for Sponsored Programs  
Contract and Grant Accounting  
800 University Blvd.  
318 Rose Administration  
Box 870135  
Tuscaloosa, AL 35487-0135

Phone: 205-348-8117

Fax: 205-348-5339

For More information on payments you may contact Tammy Hudson, [thudson@fa.ua.edu](mailto:thudson@fa.ua.edu)

### **Effort Reporting/Hourly rates**

University of Alabama personnel do not report their time based on hours. University of Alabama personnel are paid based on monthly rates and time worked on research projects is reported in percentages of months.

### **Purpose**

The primary purpose of the University is to carry out research to advance science and technology and enhance the University's educational programs. Routine tasks of a commonplace/commercial type that do not contribute to the advancement of knowledge or The University's mission will not be undertaken. The University will not place its facilities or services in competition with services performed by the private sector. Therefore, tests, studies and investigations of a purely commercial character are undertaken only when University facilities are unique for those services and no satisfactory facilities for such services exist elsewhere or are not reasonably available to the sponsor.

### **Publication Policy**

The University retains the right to publish and disseminate all work done under sponsored activity projects and cannot accept or undertake any sponsored project that provides for sponsor approval or undue control over the timing or content of University publications, or which prohibits the publication of the results of the project, except with limited restrictions.

### **Patents and Other Intellectual Property**

Title to inventions and discoveries, including copyrightable software made or conceived by The University of Alabama under a sponsored project, is retained by The University. You can read and review the patent policy at: [http://ott.ua.edu/?page\\_id=211](http://ott.ua.edu/?page_id=211)

## **Best-Efforts Nature of Sponsored Activity**

Because research or sponsored activity results are unpredictable, The University performs its sponsored activities on a “best efforts basis” with no stated warranties or guarantees. The University will not accept contract provisions that require a warranty or guarantee of the results, provide for penalties due to failure to make progress by firm deadlines, or provide for withholding of payment if the sponsor is not satisfied with the results. Any resulting contract or agreement is expected to be on a cost reimbursable basis as opposed to a fixed price or time and materials/labor hour basis. [http://osp.ua.edu/Effort\\_Policy.pdf](http://osp.ua.edu/Effort_Policy.pdf)

## **Use of The University of Alabama’s Name**

Under no circumstances shall a sponsor be permitted to use its name in any publication or other published announcement to state or imply that The University approves or endorses any product or service of the sponsor. The University also requires that its name not be used in connection with any advertisement, press release, or other form of business promotion or publicity, or refer to a sponsored activity agreement, without its prior written approval.

## **Insurance and Indemnification**

General Professional Liability – The University participates in two self-insured trust funds [Ala. Code 1975 § 25-5-8] that pay all general and professional liability claims. These self-insured trust arrangements are shared amongst all University of Alabama System institutions. In addition to the self-insured trust, there is an extensive excess insurance program to cover matters that exceed the obligations of the self-insured trust funds.

Automobile Liability – The University is in a traditional insurance program underwritten by The Charter Oak Insurance Company, which is a Travelers affiliate. This program has a \$1 million liability limit on owned, lease, non-owned and hired automobiles.

Worker’s Compensation – The University is exempt from the Alabama workers’ compensation statute [Ala. Code 1975 § 25-5-13] and does not carry traditional workers’ compensation insurance coverage. To protect our employees in the event of a work-related injury or illness, The University maintains an On-The-Job Injury/Occupational (OJI) illness program. [http://hr.ua.edu/empl\\_rel/policy-manual/oji-policy.htm](http://hr.ua.edu/empl_rel/policy-manual/oji-policy.htm)

The University, to the extent permitted by the Constitution and laws of the State of Alabama, will agree to indemnify the sponsored activity sponsor for The University’s own negligent acts or omissions in the performance of the sponsored activity project. The sponsor will be expected to indemnify The University from any liability arising out of the activities carried out pursuant to the obligations of the sponsored program and for the sponsor’s use of the sponsored activity results obtained from the activities performed by

The University under the sponsored program. **[General indemnity clause: Ala. Constitution 1901 Art. I § 14]**

### **Termination**

In the event a funding agreement is terminated for any reason, the sponsor will be expected to reimburse the University for all costs incurred to the date of termination and for all non-cancellable obligations.

### **Governing Law**

As an agency and institution of the State of Alabama, The University of Alabama cannot accept a provision that provides that the agreement is governed by the laws of another state.

### **Arbitration**

The University will not enter into an agreement with a binding Arbitration clause.

### **Conflicts of Interest**

All UA faculty or staff who serve as Principal Investigators, Co-Principal Investigators, Project Directors, Co-Project Directors or in a decision making capacity on a grant, contract, cooperative agreement or other sponsored agreement, who have a five percent (5%) or more ownership in a company or receive \$10,000 or more income from the company will disclose that ownership to allow a review of potential conflicts of interest, conflicts of commitment, conflicts regarding employment and/or use of graduate students in the company.

The policy is to be administered in conjunction with laws and policies setting forth standards of conduct including Title 42 Code of Federal Regulations (CFR) Part 50, Subpart F; Title 45 CFR Part 94; the Ethics Act of the State of Alabama; and University of Alabama Faculty Handbook, Appendix E, On Preventing Conflicts of Interest in Government-Sponsored Research at Universities. <http://osp.ua.edu/COI%20Final%20Version.pdf>

Conflict of Interest Form:

[http://osp.ua.edu/UA%20COI%20Disclosure%20Form%20\\_2\\_interactive.pdf](http://osp.ua.edu/UA%20COI%20Disclosure%20Form%20_2_interactive.pdf)

### **Export Controls**

Export Controls are federal regulations that apply to research areas sensitive to national security concerns and matters of protection of trade. The regulations apply to research done for industry or government agencies.

The regulations, which restrict the sharing of the specified technology or information, are triggered by foreign elements. Such foreign elements include sending materials or information to a foreign country (even if the recipient is a U.S. citizen), international conferences, foreign companies, or foreign recipients. Transmitting materials within the borders of the U.S. but to a recipient that is a non-citizen are classified as “deemed exports” and are also included in the regulations.

The general exception to these regulations pertinent to universities is the fundamental research exception. If the research is intended for publication for the greater scientific community or for the public at large, then the technology or information may not fall under the export controls restrictions.

Please see the Export Controls information page on the Research Compliance website for further information, including the University of Alabama’s policy:

[http://osp.ua.edu/site/RC\\_ExC.html](http://osp.ua.edu/site/RC_ExC.html)