

# OPEN FOR BUSINESS

## ON WHAT TERMS?

An Analysis of 12 Collaborations between Canadian Universities  
and Corporations, Donors and Governments

November 2013

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November 2013



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### I: Introduction

The distinctive role of the university in society is always fragile and always in jeopardy. At its core, that role is primarily extending and deepening human understanding through research, scholarship and teaching. This requires, as the University of Toronto says in its statement on the purpose of the university<sup>1</sup>, the right to raise deeply disturbing questions and provocative challenges to the cherished beliefs of society at large and of the university itself. Recognizing the precarious nature of the work they do, academics have fought to ensure they have the academic freedom necessary to do their work -- the right, without restriction by prescribed doctrine, institutional censorship, or limits to their civil liberties, to have freedom in their teaching, research and scholarship, service to the institution and service to the community and the public at large. This applies whether they are teaching vocational or theoretical material, whether engaged in applied or basic research, whether serving on institutional committees or fulfilling the role of a public intellectual. The integrity of the university is measured by the extent to which it protects this necessary context for scholarly work.

Ensuring academic integrity has never been easy for universities as the free pursuit of knowledge and the challenging of conventional wisdom create discomfort in many quarters and among powerful interests. There is a long and disturbing history of efforts to rein in the university and to direct scholars along paths that others want pursued. There have been dark periods where universities have inappropriately given in to pressure from religious authorities, political orthodoxy, or prevailing social custom.

A century ago, Thorsten Veblen added another source of concern -- the corrosive effect of the market on universities.<sup>2</sup> More recently, John Polanyi, Canada's most prominent Nobel laureate, noted that when governments or industry try to direct scientific inquiry, rather than allowing the scientific community to do so through its rigorous peer-review system that protects the integrity of the work, our scientific horizons shrink and our future is diminished.<sup>3</sup>

Unfortunately attempts by industry and government to direct scholarly inquiry and teaching have multiplied in the past two decades. The reasons are many. For industry, there is a diminished willingness to undertake fundamental research at its own expense and in its own labs -- preferring to tap the talent within the university at a fraction of the cost.

For politicians, there is a desire to please industry, an often inadequate understanding of how knowledge is advanced, and a short time horizon (the next election). The result is a propensity to direct universities "to get on with" producing the knowledge that benefits industry and therefore, ostensibly, the economy.

Similarly, when wealthy donors fund a new program or centre, they often want a voice in academic matters like hiring, awarding of scholarships and faculty choices in research.

## OVERVIEW OF THE AGREEMENTS

Rather than responding to industry, government or donor demands as inappropriate and ultimately destructive of the very work universities do in the public interest, many senior administrators, mindful of the serious underfunding of their institutions<sup>4</sup>, agree to the demands being placed on them.

This plays out most visibly in the growing number of university-industry-government research collaborations and donor-industry-university program collaborations. The former are research initiatives carried out in the context of the university with funding by the industry partner, government and the university. The latter are university teaching programs funded in part by the generosity of a wealthy donor and/or corporation.

Such collaborations are immensely attractive to universities because they bring in badly needed revenue. For many, such collaborations are also viewed as attractive because they help the university's "brand" by associating the institution with a prominent corporate partner or wealthy donor.

Collaborations, in themselves, are neither inherently good nor bad. They can provide access to resources helpful to teaching and research. The key element is whether the university, in agreeing to the terms of the collaboration, protects the integrity of the institution and of the work its academic staff does, or whether it sacrifices that integrity.

A major American study of university-industry research collaborations, published in 2010, suggested that integrity is being flagrantly sacrificed by universities in the United States. The study, *Big Oil Goes to College*<sup>5</sup>, analyzed ten major research collaboration contracts between prominent energy corporations and major American universities. The value of the ten collaborations exceeded \$800-million and involved universities such as the University of California at Berkeley, Stanford University, the University of Texas, the Georgia Institute of Technology, and the University of Colorado, and corporations such as British Petroleum, ConocoPhillips, ExxonMobil, Total and Shell.

The *Big Oil* study found, for example:

- In eight of the 10 agreements, universities permitted the corporate collaborator to fully control both the evaluation and selection of faculty research proposals in each new grant cycle;
- None of the 10 agreements required faculty research proposals to be evaluated and awarded funding based on independent expert peer review;
- Eight of the 10 collaborative agreements failed to specify transparently, in advance, how faculty may apply for funding, and what the specific evaluation and selection criteria will be;
- Nine of the 10 agreements called for no specific management of financial conflicts of interest related to the collaboration and its research functions. None of these agreements, for example, specified that committee members charged with evaluating and selecting faculty research proposals must be impartial, and may not award corporate funding to themselves.

Partially in response to these worrisome findings, the Canadian Association of University Teachers (CAUT) and the American Association of University Professors (AAUP) began joint

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consideration of what principles are necessary parts of any collaborative arrangement with a university so as to protect the university's mission and integrity. For CAUT, this resulted in *Guiding Principles for University Collaborations*<sup>6</sup> adopted unanimously by the CAUT Council in April 2012.

The seven broad principles are:

1. Protect academic freedom and institutional autonomy in research, teaching, publication, service, and extramural speech.
2. Protect academic integrity in the research and educational functions of the university and its faculty, postdocs, students, and professionals
3. Protect the university's commitment to the free and open exchange of ideas and discoveries.
4. Protect against real, potential, or perceived conflicts of interest, which compromise academic integrity.
5. Ensure transparency.
6. Academic staff shall play the central role in decisions regarding the initiation, development, implementation, monitoring, and assessment of donor and other collaborative agreements.
7. Ensure that the structure of employment for researchers protects academic freedom and academic autonomy, and that it does not compromise the structure and preponderance of tenured and tenure-track faculty employment.

In turn, each of the principles is subdivided into operational aspects. Examples of the specific operational standards for collaborations include the following:

- Clear detail must be provided about how faculty may apply for funding in relation to a donor or other collaborative agreement, and about what evaluation and selection criteria will be used.
- Any grants or research funding related to an agreement should be evaluated and awarded using academic methods of independent impartial peer review.
- The planning, design, data collection, analysis and dissemination of results should be under the control of the researchers, not the donor or organizational partner.
- Agreements cannot permit the donors or collaborators to have any right to change the content of publications nor permit delays in publication for longer than 60 days, and then only if there is a compelling reason for the delay.
- Relationships between faculty members and graduate students should be safeguarded by ensuring a bright line between the involvement or non-involvement of graduate students in collaborative agreements and their admission, program choices, and evaluation.
- The university must ensure that there is no negative impact on the work of those within the department/faculty/university who choose not to be part of a collaborative agreement.
- Intellectual property in relation to a donor or corporate collaboration should be consistent with the faculty association collective agreement or, in the absence of a collective agreement, with university policy.
- Researchers and their immediate families should have no direct or indirect financial interest in any organization funding a collaborative agreement.

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- No member of the university's senior administration (at the level of president or vice-president) should have direct or indirect financial interest in any donor or collaborative partner organization (such as membership on a corporate board or owning of stock).
- An independent post-agreement evaluation plan must be part of the agreement. The results of the evaluation should be a public document readily available to the academic community.
- In no case should a funder or a private collaborator or their representatives have any voice in matters related to the academic affairs of the institution or academic aspects of the collaboration.
- Faculty and researchers involved in donor agreements and/or collaborative arrangements must have explicit protection for academic freedom.

In this report, CAUT uses these *Guiding Principles* to assess Canadian university collaborations. Our focus is on ongoing collaborations that involve research or academic programs. Initially, we were able to identify approximately twenty such collaborations. As was the case in the United States, the details of the collaborative agreements were not generally public. In most instances, universities refused to provide copies of the agreements, forcing reliance on formal requests under access to information legislation. That process took a considerable period of time, as denials had to be appealed. In some cases, the collaborations turned out not to involve ongoing research or academic programs but were simply agreements to name buildings or programs after corporations or donors. In other cases, agreements were so heavily redacted that it was impossible to analyze them. All told, we were able to obtain sufficient information to analyze the twelve collaborations detailed in this report.<sup>7</sup> They are:

### Research Collaborations

- Alberta Ingenuity Centre for In-Situ Energy (AICISE)
- Centre for Oil Sands Innovation (COSI)
- Consortium for Heavy Oil Research By University Scientists (CHORUS)
- Consortium for Research and Innovation in Aerospace in Quebec (CRIAQ)
- Enbridge Centre for Corporate Sustainability
- Mineral Deposit Research Unit (MDRU)
- Vancouver Prostate Centre

### Program Collaborations

- Balsillie School of International Affairs
- Munk School of Global Affairs
- Partnership: University of Ontario Institute of Technology/Durham College/Ontario Power Generation
- Partnership: University of Toronto/Pierre Lassonde–Goldcorp Inc.
- Partnership: Western University/Cassels Brock & Blackwell LLP

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In Section II of the report, we provide a brief overview of the findings.

In Section III, we describe each collaboration – beginning with a Summary identifying the amount of money provided, the term of the agreement, the parties to the agreement, a brief project description and the collaboration agreement documents on which the evaluation is based. Following the Summary, there is a Commentary describing the extent to which the collaboration incorporates the seven broad *Guiding Principles*.

Section IV presents a detailed review of each collaboration – the extent to which the collaboration is consistent with each of the more than forty operational aspects of the *Guiding Principles*.

Finally, Section V presents a concluding comment and suggests next steps.

This report is a beginning – an examination of an initial twelve collaborations. Supplementary reports will be issued as we obtain and analyze the agreements for other current or forthcoming collaborations. Where current collaborations threaten or abandon academic integrity, CAUT and its member academic staff associations will press for modifications. For future collaborations, we hope that the *Guiding Principles* will be a useful framework for protecting academic integrity – shaping the terms in future under which universities decide whether or not a proposed collaboration is suitable and informing potential collaborators about what is necessary for a proper partnership with a university.

### Notes

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<sup>1</sup> <http://www.utoronto.ca/about-uoft/mission-and-purpose.htm>

<sup>2</sup> “It appears, then, that the intrusion of business principles in the universities goes to weaken and retard the pursuit of learning, and therefore to defeat the ends for which a university is maintained.” Thorsten Veblen, *The Higher Learning in America*. New York: Sagamore Press, 1957 (originally published 1918), p 165. This has been the subject of a voluminous literature in the past two decades, e.g., Janice Newson and Howard Buchbinder, *Universities Mean Business*. Toronto: Garamond Press, 1988; Sheila Slaughter & Larry L. Leslie, *Academic Capitalism*. Baltimore: Johns Hopkins University Press, 1999; James L. Turk (ed.), *The Corporate Campus*. Toronto: James Lorimer & Co., 2000. Derek Bok, *Universities in the Marketplace*. Princeton: Princeton University Press, 2003. Sheila Slaughter and Gary Rhoades, *Academic Capitalism and the New Economy*. Baltimore: Johns Hopkins University Press, 2004; Jennifer Washburn, *University Inc.* New York: Basic Books, 2005; Howard Woodhouse, *Selling Out*. Montreal and Kingston: McGill-Queens University Press, 2009.

<sup>3</sup> John Polanyi, “Why our scientific discoveries need to surprise us.” *The Globe and Mail*. October 1 2011.

<sup>4</sup> Federal government cash transfers for post-secondary education in Canada, as a percentage of Gross Domestic Product, have declined by 50 percent between 1992/93 and 2012/13. Between 1981 and 2011, the proportion of university operating revenue provided by government has declined from 84 percent to 55 percent. *CAUT Almanac of Post-Secondary Education in Canada 2013-14*, p 1.

<sup>5</sup> Jennifer Washburn, *Big Oil Goes to College: An Analysis of 10 Research Collaboration Contracts Between Leading Energy Companies and Major U.S. Universities*. Washington, D.C.: Center for American Progress, 2010. <http://www.americanprogress.org/issues/green/report/2010/10/14/8484/big-oil-goes-to-college/>

<sup>6</sup> Available at [http://www.caut.ca/uploads/GuidingPrinc\\_UCollaborationv2.pdf](http://www.caut.ca/uploads/GuidingPrinc_UCollaborationv2.pdf) and attached as Appendix A to this report.

<sup>7</sup> There are about a half dozen additional collaborations which we are still pursuing through access to information and which will be presented in a subsequent report.

## **II: Overview of the Agreements**

### **1. Are the collaborative agreements public documents?**

At the time of approval, only two of the twelve agreements were public documents.

As universities in Canada are public bodies with an open shared governance processes, we found it surprising and disappointing that eleven of the twelve universities entered into major collaborative projects without allowing their own university community or the broader public to have access to the terms of collaborative agreements, much less to have the agreement approved by the institution's academic governance structures in the first place.

### **2. Is there specific protection for academic freedom in the collaborative agreement?**

Seven of the twelve agreements provide no specific protection for academic freedom. As academic freedom is the bedrock of academic work – both in teaching and research -- the failure of the majority of collaborative agreements to provide assurances of academic freedom raises serious issues that must be addressed.

### **3. Does the university retain complete control over all academic matters?**

In only half of the collaboration agreements did the universities ensure that they retained control of all academic matters affecting their students and faculty. While there may be many legitimate roles for non-university partners in collaborative agreements, participation in decision-making on academic matters is not one of them.

### **4. Is there a requirement for disclosure of all institutional and/or individual conflicts of interest among the participants in the collaboration?**

Only one of the collaborative agreements requires disclosure of institutional or individual conflicts of interest that may arise in relation to the collaboration. In a few of the cases, we perceived existing conflicts of interest that have the potential to affect the operation of the collaborations. Without complete transparency and a requirement to declare all conflicts of interest, it is very difficult for the university community to ensure accountability.

### **5. Is there a requirement that participating academic staff should have no financial interest in the collaborating partner?**

There are ten agreements in which it is possible to have a financial interest in the collaborating partner. Only one agreement includes a provision forbidding such a financial interest.

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### **6. Do the agreements ensure an academic staff member's unrestricted right to publish (apart from a 60-day delay to ensure time for patent applications)?**

Five of the agreements provide for unrestricted publication rights for participating academic staff; five do not, and two do not provide enough detail to be able to determine if there could be restrictions.

### **7. Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Half of the agreements have no provision to ensure that recruitment and evaluation of faculty members and postdocs is not influenced by their potential involvement in the collaboration.

### **8. Is there a mechanism for regular, publicly-available assessments of the effects and effectiveness of each agreement?**

None of the agreements provides for regular, publicly-accessible assessments of the collaborative project.

### **9. Is there an independent post-agreement evaluation plan?**

Only one of the twelve agreements includes a provision for an independent post-agreement evaluation of the collaborative project.

### **10. Are funding decisions made through peer review?**

Only one of the seven research collaborations provides that decisions about funding for research done through the collaboration will be made using peer review.

### **11. Does the agreement provide clear details about how faculty apply for funding and what evaluation and selection criteria will be used?**

Only three of the seven research collaborations provide details about how faculty can apply for funding and what the criteria will be.

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### **12. Do researchers have access to all the data and findings being collected as part of their research for the collaborative project?**

In only two of the seven research collaborations are the researchers specifically ensured access to all the data collected in relation to their projects.

### **III: Summary and Commentary on Each Collaboration**

#### **A. Research Collaborations**

##### **1. Alberta Ingenuity Centre for In-Situ Energy (AICISE)**

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###### **SUMMARY**

###### **Participants**

- University of Calgary
- Government of Alberta<sup>1</sup>
- Shell
- ConocoPhillips
- Nexen
- Total E&P
- Repsol YPF

###### **Amount**

- \$1.235 million per year from Alberta Ingenuity Fund (AIF)
- \$1.5 million per 3 year term from Shell International Exploration and Production
- \$1.5 million per 3 year term from ConocoPhillips Company
- \$1.5 million per 3 year term from Nexen Inc.
- \$1.5 million per 3 year term from Total E&P Canada Ltd.
- \$1.5 million per 3 year term Repsol YPF
- \$1.5 million per 3 year term from Alberta Energy Research Institute (AERI)

###### **Term**

The Alberta Ingenuity Centre for In Situ Energy (AICISE or the Centre) was established in December 2004 with the grant from Alberta Ingenuity Fund (AIF). The agreement with Shell was signed in September of 2005. The agreements with the other government and industry members were signed in 2007.

###### **Brief Project Description**

According to the AICISE website, the Centre is a collaboration between “academia, industry and government.”<sup>2</sup> The research targets the development of underground or in-situ refineries in order to recover and upgrade oil from the tar sands. The website promotes this new in-situ technology as a means to increase both profit and energy efficiency while reducing the environment footprint of the oil industry.<sup>3</sup>

## **Source of information about the Centre**

CAUT examined the funding agreements between the university and each of the 5 industry partners and the agreements between the university and government agencies. We also examined the terms of reference for the Management Advisory Board which outlines the governance structure for AICISE. These documents were all obtained through access to information requests.

## **COMMENTARY**

### **Overview**

AICISE was established in October 2004 as an initiative of the Alberta Ingenuity Centre Program and the Institute for Sustainable Energy, Environment and Economy (ISEEE) at the University of Calgary. AICISE built upon the already existent infrastructure at the University of Calgary, the In Situ Combustion Laboratory that was founded in 1999 from a \$6 million equipment donation from BP Amoco. The AICISE is located in the Calgary Centre for Innovative Technology (CCIT). In 2006, CCIT was expanded with monies from the Canadian Foundation for Innovation.

Shell International E&P became the AICISE's founding industry partner in 2005. In 2007, ConocoPhillips, Nexen Inc, Repsol YPF and Total E&P Canada joined as industry partners in the Centre. "Industry membership" in AICISE is based on a commitment of \$2million each over four years. By making this commitment industry members achieve "director level" status.<sup>4</sup> The Alberta Energy Research Institute (AERI) also contributes to the Centre.

There are four elements of AICISE's management and governance structure:

- Management Advisory Board (MAB)
- Technical Advisory Committee (TAC)
- Centre Director (or Co-Directors)
- Centre General Manager

AICISE is governed by the Management Advisory Board (MAB). The revised 2006 terms of reference for the MAB explicitly state that a majority of the MAB members must be external to the university. The MAB provides "strategic advice and guidance to the Centre Co-Directors on policy and direction of the Centre and acts as final decision makers on the Centre's role, industry sponsorship, and recruitment priorities."<sup>5</sup> As outlined in the "Organization and Powers of the Management Advisory Board," appended to each of the industry funding agreements, the MAB has the responsibility and power to:

- Approve or disapprove plans and budgets proposed by the university for the AICISE Core Program
- Decide on changes in the AICISE Core Program
- Decide on changes in the overall budget for the AICISE Core Program
- Decide on changes in the objective of the AICISE Core Program

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- Approve or disapprove the Results of the AICISE Core Program<sup>6</sup>

Decisions of the MAB are made by simple majority “except decisions on budgets, on substantive changes to core research program, and on industry or MAB membership, all of which require two-thirds majority of the MAB.”<sup>7</sup> The MAB can have a membership of up to 11 members. The 2006 amended MAB terms of reference indicates that external members outnumber university representatives 7 to 4:

- 1 vote - Alberta Ingenuity
- 1 vote - AERI/ other government or industry association
- 5 votes - industry (director level) members
- 2 or 1 votes - Co-Directors (If there are co-directors each has a vote; otherwise 1 vote)
- 1 vote - University of Calgary VP Research
- 1 vote - ISEEE Managing Director<sup>8</sup>

According to the Alberta Innovates website, the Technical Advisory Committee (TAC) includes “members from industry, government and other research institutions which reflect the multi-sector and multidisciplinary nature of the Centre research program.” The TAC “reviews the Centre’s progress and provides input on scientific strategy, international opportunities and trends in the various disciplines.”<sup>9</sup>

The AICISE website restricts access to the page listing the members of the MAB and TAC. However, the Alberta Tech Futures website includes a PDF document which indicates that the TAC is composed of 11 representatives from Total, ConocoPhillips, Repsol and Chevron, 2 from AERI, and 3 professors from external universities.<sup>10</sup>

The Centre co-directors oversee the operations of AICISE and “the scientific and technical conduct of the research undertaken” through the Centre.<sup>11</sup> The initial agreement between AIF and the University of Calgary, through which AICISE was established, reveals that approval for the Centre was conditional on the appointment of two specific researchers – Dr. Pedro Pereira Almao and Dr. Stephen Larter – as co-directors to the Centre. And further, that “if the Centre director proposed by the university is not acceptable to AIF as an internationally recognized researcher or for any other reason, the parties will wind down the Ingenuity Centre.”<sup>12</sup>

The Ingenuity Centre manager is a non-voting member of the MAB. According to the amended agreement with AIF, the manager’s duties involve coordinating and undertaking the daily non-research related activities of AICISE, and reporting to the Centre co-directors.<sup>13</sup>

### **Protection of Academic Freedom and Institutional Autonomy**

There is no provision for the protection of academic freedom in any of the agreements with industry or government donors. There is no indication in any of the agreements about how researchers might apply for funding and what selection criteria will be used. There is also no requirement for peer review in the evaluation or allocation of funding for research.

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

As noted above, the appointment of Dr. Pedro Pereira Almas and Dr. Stephen Larter as Centre co-directors was a condition upon which AIF agreed to sponsor the Centre. The agreement with AIF also indicates that any additional researchers will be determined by the MAB. Given that the majority of MAB members are external to the university and that MAB decisions on these matters are made by simple majority vote, the industry partners are able to direct how research money is allocated.

As will be discussed in more detail below, intellectual property is not owned by the researchers themselves but by the university. This contravenes the principles articulated in the university's policy on Intellectual Property as well as custom and practice in relation to the ownership of IP in an academic context.

The specific implications of the MAB's power to "approve or disapprove the results of the AICISE Core Program"<sup>14</sup> is somewhat unclear. However, given the composition of the MAB, the potential for the suppression of research results by the external partners is unmistakable.

### **Protection of Academic Integrity**

The sponsorship agreements with government agencies and industry partners violate academic integrity in several ways.

The fact that AICISE's governing body is dominated by external representatives directly compromises the academic integrity of the university. By virtue of their majority on the MAB, sponsors have control over the budgets, program development, and research direction of AICISE as well as the right to influence university decisions regarding the identification and allocation of university resources, including space, staff and infrastructure.<sup>15</sup>

The governance structure of AICISE was developed in collaboration with AIF and Shell. In fact, the agreement with Shell indicates that in the process of developing the governance structure for the Centre, Shell had the power to withdraw from the agreement in the instance that it was not in favour of the negotiated outcome. This arrangement gave Shell a *de facto* veto power over the organization and powers of AICISE governing body.<sup>16</sup>

Both the agreement with Shell and the agreement with AIF include an implicit threat of withdrawal from the agreement should the research not be carried out in a manner favorable to the sponsor. The agreement with AIF indicates that the agency can terminate the agreement with 6 months notice without cause and with 30 days for a breach of the agreement. In the agreement with Shell, Shell may terminate the contract for any reason with 30 days written notice and can do so immediately if there are substantive changes to the core program with which it does not agree and which are not addressed by the MAB.<sup>17</sup>

In the agreement with Alberta Ingenuity, financial reward for the sponsor satisfaction is also evident. The agreement with AIF states, "If satisfied AIF will consider a renewal of the contract for an additional 5 years."<sup>18</sup>

## Protection of Academic Knowledge Sharing

While the agreements with the industry partners – Shell, Nexen, Total E&P, Repsol, and ConocoPhillips – indicate that the company “recognizes that the university may wish to publish some or all of the results,”<sup>19</sup> the limitations they impose on academic knowledge sharing illustrate the problems with the application of commercial IP language in an academic context.

The agreements with the Shell, Nexen, Total E&P, and ConocoPhillips specify that “all rights, title and interest in the results shall be owned exclusively by the university.”<sup>20</sup> The ownership of IP by the university contravenes both the academic custom and practice whereby researchers themselves are the owners of their work. The university’s policy recognizes this principle while permitting it to be violated: “The ownership of Intellectual Property and all rights pertaining to ownership are vested in its creator unless qualified by law or written agreements to the contrary.”<sup>21</sup> Oddly, the agreement with Repsol stands alone in its recognition of creator IP rights. It states, “Title and interest in the results shall be owned exclusively by the creator and the university.”<sup>22</sup>

The agreement with Shell indicates that the university has the right to file patents on the results “unless otherwise agreed on by the MAB.”<sup>23</sup> In other words, given that the MAB is comprised of a majority of external members, it is these external members who ultimately decide whether the university may file patents on the intellectual property produced through AICISE.

The agreements with the industry partners all affirm that the university has the right to publish results held in any report 3 months after sending it to industry members for review, “provided it doesn’t contain [industry member] information” and “unless the report contains patentable subject matter in which case publication will be delayed until appropriate patent protection is secured.”<sup>24</sup> Furthermore, while these agreements recognize the university’s right to publish “results held in any report,” the MAB has the power to “approve or disapprove the results of the AICISE Core Program”<sup>25</sup> and thereby controls what results can ultimately be published.

The agreements with industry partners are ambiguous with regards to the ownership of background IP.<sup>26</sup> On the one hand, the agreements indicate that ownership of background intellectual property is not affected by the agreements.<sup>27</sup> On the other hand, however, the agreements also grant the industry partners license to use the research results, whether patented or not, as well as “any university information under any background intellectual property rights necessary to exploit the result for any purpose.”<sup>28</sup> While this provision does not technically grant the industry partner’s ownership of the background IP, it appears to rest the power to grant the use of background IP from the creator.

The agreements with government agencies also impose limitations on academic knowledge sharing. The agreement with AERI stipulates that any public announcement or “breakthrough discovery” must be vetted by the Minister.<sup>29</sup> Similarly, the agreement with AIF requires that the form and content of any public messages respecting the Ingenuity Centre and its activities be acceptable to both the university and the government agency.<sup>30</sup>

### **Conflicts of Interest**

None of the agreements include any provisions for the regulation of conflicts of interest. In fact, the only reference to conflict of interest in any of the agreements is in the “Organization and Powers of the Management Advisory Board,” which indicates that the MAB will have the power to “provide advice on resolving any conflict of interest issues that may arise in the AICISE, such as research contracts and intellectual property.”<sup>31</sup>

None of the agreements forbid either researchers or university senior administrators from having a financial interest in the industry sponsors or make any reference to university conflict of interest policy.

### **Transparency**

None of the agreements with the industry partners or the government agencies are public documents. The names of the members of the MAB and TAC are located on a section of the AICISE website which is not open to the public and requires a password.

The agreement with AERI also prohibits the university from making any public announcement about entering into the agreement with or receiving the grant from AERI without the approval of the Minister of Advanced Education and Technology (now the Enterprise and Advance Education Minister) regarding the content of the announcement.<sup>32</sup>

There are no provisions for any university-led assessment of the agreements. However, the university is required to provide business plans, performance reports, and financial reports to AIF.<sup>33</sup> The agreement with AERI also stipulates that the Minister is entitled to audit or examine records as well as inspect AICISE premises to assess compliance with the agreement.<sup>34</sup> The MAB conducts an annual review of the AICISE program.<sup>35</sup>

### **The Role of Academic Staff**

The agreements allow for the intrusion of external sponsors in academic governance. As was described above, the MAB, which is dominated by the external members, controls the direction, budgets, and research. The MAB’s mandate extends as far as advising the university “regarding identifying and allocating university resources that may be needed by AICISE as it grows.”<sup>36</sup>

The terms of reference for the MAB provide for the formation of a Faculty Liaison Committee (FLC) “in order that relevant faculties and departments be kept continually apprised of and engaged in the operations of the Centre and to provide an efficient mechanism for them to provide input to the MAB.”<sup>37</sup> The FLC is comprised of the Dean of the School of Engineering and Faculty of Science, the heads of a few of the engineering and science departments as well as the co-directors of AICISE. However, there are no specific responsibilities or powers allocated to the FLC.

## Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure

While the AICISE website suggests that the Centre draws heavily on personnel from the Schulich School of Engineering and the Faculty of Science, it would appear that AICISE relies in large part on the work of non-tenure or soft money academic employment. The agreement with AIF assigns over half of the annual the grant contribution money to personnel costs.<sup>38</sup> Of the \$675,000 allocated for personnel costs in the year 1 budget of AICISE, \$635,000 was spent on trainees, grad students, postdocs, research support personnel, research associates, specialized technicians, and summer students.<sup>39</sup>

### Notes

<sup>1</sup> Since the signing of the original agreements the Alberta government has merged the AERI and AIF into Alberta Innovates.

<sup>2</sup> [http://www.aicise.ca/research\\_introduction](http://www.aicise.ca/research_introduction)

<sup>3</sup> <http://wcmprod2.ucalgary.ca/aicise/system/files/AICISE+Fact+Sheet+May+26+Final.pdf>

<sup>4</sup> “Governance Structure of Alberta In-Situ Energy” Approved by the AICISE Board August 22 2006 (hereafter MAB Terms of Reference), p 2.

<sup>5</sup> MAB Terms of Reference, p 1.

<sup>6</sup> AICISE Sponsorship Agreement between the Governors of the University of Calgary and Nexen Inc. (hereafter Sponsorship Agreement 4), Schedule 2, p 18.

<sup>7</sup> Sponsorship Agreement 4, p 2.

<sup>8</sup> MAB Terms of Reference, p 2.

<sup>9</sup> <http://www.aicise.ca/node/450>

<sup>10</sup> <http://www.albertatechfutures.ca/LinkClick.aspx?fileticket=YjZNSk0vkWU%3D&tabid=139>, p 39.

<sup>11</sup> Sponsorship Agreement between the Governors of the University of Calgary and Shell International Exploration and Production B.V. (hereafter Sponsorship Agreement 2) p 2.

<sup>12</sup> Grant agreement between the Alberta Heritage Foundation for Science and Engineering Research (Alberta Ingenuity) and the Governors of the University of Calgary, 2004 (hereafter Sponsorship Agreement 1), p 2.

<sup>13</sup> The Amended Agreement between Alberta Ingenuity and the Governors of the University of Calgary 2006 (hereafter Sponsor Agreement 1 – Amended), p 3.

<sup>14</sup> Sponsorship Agreement 4, p 18.

<sup>15</sup> Sponsorship Agreement 4, p 18-19.

<sup>16</sup> Sponsorship Agreement 2, p 5.

<sup>17</sup> Sponsorship Agreement 2, p10.

<sup>18</sup> Sponsorship Agreement 1, p 8.

<sup>19</sup> Sponsorship Agreement 2, p 8.

<sup>20</sup> Sponsorship Agreement 2, p 6.

<sup>21</sup> University of Calgary, Intellectual Property Policy, p 15:

<http://www.ucalgary.ca/policies/files/policies/Intellectual%20Property%20Policy.pdf>

<sup>22</sup> AICISE Agreement between the governors of the University of Calgary and Repsol YPF (hereafter Sponsorship Agreement 5), p 6.

<sup>23</sup> Sponsorship Agreement 1, p 6.

<sup>24</sup> Sponsorship Agreement 1, p 9.

<sup>25</sup> Sponsorship Agreement 4, p 18.

<sup>26</sup> Background Intellectual Property is IP that informs the research in question but that was developed prior to or independently of the collaboration.

<sup>27</sup> Sponsorship Agreement 2, p 6.

<sup>28</sup> Sponsorship Agreement 2, p 6.

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

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<sup>29</sup> AERI Grant Agreement between the Minister of Advance Education and Technology and the Governors of the University of Calgary (hereafter Sponsorship Agreement 3), p 7.

<sup>30</sup> Sponsorship Agreement 1, p 7.

<sup>31</sup> Sponsorship Agreement 4, p 18.

<sup>32</sup> Sponsorship Agreement 3, p 7.

<sup>33</sup> Sponsorship Agreement 1, p 3.

<sup>34</sup> Sponsorship Agreement 3, p 5.

<sup>35</sup> Sponsorship Agreement 2, p 12.

<sup>36</sup> Sponsorship Agreement 4, p 19.

<sup>37</sup> MAB Terms of Reference, p 2-3.

<sup>38</sup> Sponsorship Agreement 1 – Amended, p12.

<sup>39</sup> Sponsorship Agreement 1 – Amended, p12.

## 2. Centre for Oil Sands Innovation (COSI)

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### **SUMMARY**

#### **Participants<sup>1</sup>**

- University of Alberta
- Imperial Oil
- Alberta Innovates - Energy and Environment Solutions (AI-EES)<sup>2</sup>

COSI projects have also been carried out at

- University of Victoria
- University of British Columbia
- Queen's University
- University of Toronto
- University of Ottawa
- National Research Council
- Friedrech-Alexander University (Erlangen-Nürnberg)

#### **Amount**

- \$2 million per year from Imperial Oil
- \$0.5 million per year in kind contributions from Imperial Oil
- \$1.2 million per year from Alberta Ingenuity Fund
- \$9.6 million donation from Alberta Energy Research Institute
- NSERC provides funding for two industrial research chairs

#### **Term**

- The funding agreement between Imperial Oil and University of Alberta was initially signed for a 5 year term in 2005. The agreement was slightly revised and renewed for an additional 5 years in 2010.
- The term of the agreement between Alberta Ingenuity Fund (AIF) and University of Alberta was from 2006-2012.
- The agreement between Alberta Energy Research Institute (AERI) and University of Alberta covers the period 2008-2013.

#### **Brief Project Description**

The foundation agreement between Imperial Oil and the University of Alberta was originally signed November 1 2005. The initial agreement involves an endowment of \$10 million over 5 years to establish the Imperial Oil Centre for Oil Sands Innovation (COSI). In 2010, the agreement was slightly amended and renewed for an additional \$10 million over 5 years. The agreement establishes a “long-term, collaborative partnership between Imperial Oil and the University of Alberta.”<sup>3</sup>

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

COSI also includes government agencies as major funding partners: Alberta Ingenuity Fund joined as a major partner in 2007 with a donation of approximately \$1.2 million; Alberta Energy Research Institute (AERI) became a major partner in 2008 with a donation of approximately \$9.6 million. Since then, Alberta has reorganized its research agencies. In 2009, Alberta Innovates - Energy and Environment Solutions (AI-EES)<sup>4</sup> took the place of the former two agencies as the ongoing partner from the province. The Natural Sciences and Engineering Research Council (NSERC) also provides “substantial support through two industrial research chairs” which are connected to COSI’s research on oil sands.<sup>5</sup>

The agreements with the government agencies largely reiterate the principles and responsibilities set out in the funding agreement with Imperial Oil. In fact, the agreement with AERI stipulates that agreements with any additional partners must meet the following criteria:

Acceptance of established vision, principles, and governance structure of COSI. As founding industry partner, Imperial Oil assessed the business and industry needs to establish the research directions for COSI, and these focused research program directions will be preserved.<sup>6</sup>

The collaboration between Imperial Oil and the University of Alberta is a partnership intended to facilitate research in oil sands extraction methods that reduce the industry’s environmental footprint and lower industry costs. COSI’s website states that the collaboration involves “university and industry researchers in partnership at every stage of the research cycle – from identification of research ideas and assessment of the potential value to the industry, to execution and evaluation of the research results.”<sup>7</sup> COSI is promoted as a model for joint university and industry research.

In a promotional video for COSI, Eddie Lui, Imperial Oil’s VP of Oil Sands Development and Research, indicates that the partnership capitalizes on the University of Alberta’s outstanding capabilities in fundamental physics and engineering to develop new concepts and on Imperial Oil’s capacity to commercialize and apply this research. Lui also asserts that COSI is a training ground for future employees for this industry.<sup>8</sup>

University of Alberta is not the only university involved; COSI research projects have been conducted at campuses across the country: the University of Victoria, the University of British Columbia, Queen’s University, University of Toronto and the University of Ottawa.

### **Sources of information about the project**

CAUT obtained the funding agreements between Imperial Oil and University of Alberta, between the University of Alberta and government agencies, and the subcontracts between the University of Alberta and the other universities involved with COSI. Information was obtained through access to information requests.

## **COMMENTARY**

### **Overview**

COSI is one of 6 Centres for Research and Commercialization in Alberta which operate under the aegis of the Alberta Ingenuity Centres Program.

In a letter of October 5 2005 to Dr. Peter Hackett, then-President and CEO of Alberta Ingenuity, Eddie Lui, Imperial Oil's Vice-president of Oil Sands Development and Research, indicated Imperial Oil's intent to be an active partner and collaborator in the development and management of oil sands research programs at University of Alberta. The funding agreement was signed by the representatives of the university and Imperial Oil on November 1 2005.

The funding agreement stipulates 15 principles around which the Centre is based.<sup>9</sup> These include:

- Consensus between the university and Imperial Oil on areas of research and direction.
- The involvement of Imperial Oil on an ongoing basis. Imperial Oil's role will include providing business context and commercial insights, assisting with the selection of research projects, and providing opportunities for shared development and secondments of researchers between organizations
- The Centre will focus on areas of strategic interest to Imperial Oil.

As these principles indicate, all operations at COSI are scrutinized and vetted by Imperial Oil. The mechanisms for this oversight are the Executive Management Committee (EMC) and the Scientific Advisory Committee (SAC).

The SAC is composed of up to 6 representatives from each of the following groups: the University of Alberta, Imperial Oil, Alberta Innovates – Energy and Environment Solutions (AI-EES), and any other funding partner.<sup>10</sup> The external funding partners thus have the majority of seats on this committee.

The responsibilities of the SAC include:

- a) initial screening of all research ideas
- b) reviewing research proposals
- c) recommending research proposals for funding
- d) monitoring the progress of research projects and reporting progress to the EMC
- e) conducting reviews of research projects
- f) recommending changes to research projects to EMC
- g) fostering collaboration with other universities<sup>11</sup>

The decisions of the SAC are made by consensus. However, where consensus fails, the majority of votes determine the outcome. Imperial Oil, the University, AI-EES, and any additional funding partners each have one vote.

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

The EMC is composed of two representatives from the university, two from Imperial Oil, two from AI-EES, and two from each additional funding partner. With the unanimous agreement of the committee members other funding partners may join the EMC. Each additional funding partner may appoint two representatives to the EMC. The agreement between the University of Alberta and Alberta Ingenuity explicitly states that the EMC membership will consist of a majority of members external to the university. According to this agreement, the EMC's role is

“to provide strategic advice and guidance to the Ingenuity Centre's Scientific Leader on policy and direction of the Ingenuity Centre and to act as a final decision makers on the Ingenuity Centre's role, research directions, selection of project, budgets, industry sponsorship, intellectual property, and recruitment priorities.”<sup>12</sup>

The responsibilities of the EMC as spelled out in the funding agreement between the University and Imperial Oil include:

- a) Setting the strategic direction for COSI
- b) Determining research areas to be investigated
- c) Reviewing and approving COSI's budget
- d) Approving all research project proposals
- e) Recommending staff appointment in COSI
- f) Making decisions regarding the evaluation, protection and patenting of new IP
- g) Reviewing proposed major contracts entered into by the university regarding COSI activities<sup>13</sup>

Imperial Oil nominates the EMC Chairperson annually. The nominee is approved by the EMC. Imperial Oil's VP, Eddie Lui has occupied this position since the Centre's inception.

The EMC also approves the Dean of Engineering's nomination for COSI's Director. The funding agreement with Imperial Oil stipulates that “The Centre Director shall have a technical background in the Centre's areas of interest. It is not necessary that the centre director be a full-time academic researcher.”<sup>14</sup> The agreement between the University of Alberta and Alberta Ingenuity indicates that the Centre director must also be approved by the government corporation.

### **Protection of Academic Freedom, and Institutional Autonomy**

The agreement with Imperial Oil does not include any reference to academic freedom. There is also no provision for the customary independent and impartial peer review process in the awarding of funding and evaluation of research proposals. Rather, research proposals undergo an evaluation process whereby they are vetted first by a Scientific Advisory Committee (SAC) and then by the Executive Management Committee (EMC). As discussed above, industry and government representatives hold the majority of seats on both the SAC and EMC.

The Intellectual Property provisions detailed in the agreement with Imperial Oil contravene both the University of Alberta's policy on IP and the collective agreement for faculty. The University's IP policy states

## OPEN FOR BUSINESS – ON WHAT TERMS?

Ownership of patentable intellectual property arising from the research lies with the creator/inventor at the university. The university researcher provides guidance to the university as to:

- a. whether the patentable intellectual property will be owned by or licensed to the sponsor; and
- b. the terms of such license.<sup>15</sup>

The faculty collective agreement states that “Members have the right to publish the results of their research without interference or censorship by the institution or its agents.”<sup>16</sup> The agreement with Imperial Oil asserts that New IP is owned by the university and Imperial Oil is granted an exclusive world-wide license to all this New IP. The agreement also explicitly states that “Researchers of the University shall not be allowed to own or proceed to commercialize New IP independent of the University.”<sup>17</sup>

As will be described in more detail below, the funding agreement with Imperial Oil also permits for the delay of publications for up to one year.

### **Protection of Academic Integrity**

The agreements with Imperial Oil, AIF, and AERI are clear violations of academic integrity. The agreement gives the external funders control over the areas of research, the direction of the Centre, and any plans for adding funding partners. Furthermore, the agreement clearly states, “The Centre will focus on areas of strategic interest to Imperial Oil.”<sup>18</sup>

The agreement with AERI explicitly asserts that the research program is designed to facilitate the desired outcomes of external funders. AERI agreement states that the EMC approved business plan will be developed in order to “position the Research Program to achieve the results needed by its partners.”<sup>19</sup>

The agreement with AIF is explicitly based on the appointment of Dr. Murray Gray to the position of Ingenuity Centre Scientific Director. The agreement further asserts that if:

The designated individual ceases to act as the Ingenuity Centre Scientific Director and a successor Scientific Director or Director proposed by the University is not accepted by Alberta Ingenuity as an internationally-recognized researcher or for any other reason, the parties will wind-down the Ingenuity Centre in accordance with Section 5.3.<sup>20</sup>

The EMC is involved in the hiring of staff, the design of the research program, the approval of research priorities, and the strategic goals of the Centre. The agreement with Imperial Oil also permits Imperial Oil employees to review research proposals, do research work and prepare papers for publication, and participate in governance committee meetings. The agreement provides no assurance that the recruitment and evaluation of post-docs and faculty members will be protected from influence with regard to their potential involvement in COSI research.

The Faculty of Engineering is characterized as a “major partner” in COSI, providing access to infrastructure, facilities, professors and graduate students. It is not clear to what extent the work of the Faculty of Engineering is focused on COSI projects.

It is not clear to what extent other educational programs within the Faculty of Engineering might be influenced by the existence of COSI. However, the agreement contains the following cryptic clause:

The university’s relationship with existing research partners will be respected and every effort will be made to reduce the possibility of accidental contamination of the intellectual knowledge of its workers.<sup>21</sup>

Imperial Oil may withdraw from the agreement with 180 days notice and no justifiable cause. The agreements with AERI and Alberta Ingenuity state that government agencies may withdraw with 180 days notice without cause and 30 days notice in the case of a material breach of the contract. While the agreements suggest that monies from the external funders will be used for the retention of faculty, there is no mention about what would happen to these researchers should the external funder(s) withdraw from COSI.

### **Protection of Academic Knowledge Sharing**

The Canadian Association of University Teachers advocates that Canadian universities adopt the policy common to the National Institutes of Health and in the US and other federal agencies and many major American research universities specifying a maximum permitted publication delay of 60 days. The various agreements for COSI appear to contradict each other with regards to limits on any delay of the publication of research results. In the agreements with government agencies, publication can be delayed for a maximum of 6 months. However, the Imperial Oil agreement stipulates that publication of research results can be delayed for up to a year by the EMC.<sup>22</sup>

There are other provisions that can interfere with academic knowledge sharing. As mentioned above, the agreement with Imperial Oil contravenes both the university’s IP policies and the collective agreement between the university and members of both the full-time and part-time academic staff.

The agreement between the university and the AERI indicates that the Alberta Minister of Advanced Education must be notified of any breakthrough discovery. The minister must be consulted regarding “the desirability of and content of a public announcement or press release” and that the university will refrain from making any public announcement without the approval of the minister “as to the contents of the announcement or press release.”<sup>23</sup>

The AERI agreement also includes a provision requiring that the university specifically “acknowledge the importance to the minister that any IP that may be generated through the project be used to the benefit of Alberta and Albertans.”<sup>24</sup>

On a positive note, the agreements properly affirm that IP used by COSI but owned by researchers before the funding agreement came into effect remains the property of the researchers.

### **Conflict of Interest**

Conflicts of interest are a serious threat to academic freedom, institutional autonomy, and academic integrity. The funding agreement with Imperial Oil indicates that since conflicts of interest are unavoidable, efforts should be made to diminish their negative consequences. Neither researchers involved with COSI nor university administrators are prohibited from having a financial stake in Imperial Oil. The agreement with Imperial Oil makes reference to the University's Conflicts of Interest Policy as the protocol for dealing with conflicts of interest.<sup>25</sup> The policy reveals that conflicts of interest are afforded considerable latitude:

The university is committed to academic freedom and excellence in teaching and research. In pursuit of this mission, the university and members of the university community frequently engage in activities or situations where actual or perceived conflicts will exist, or which raises the potential of actual or perceived conflicts. Rather than disallow all conflicts, the university assesses conflict considerations and, where appropriate, permits certain managed conflict.<sup>26</sup>

### **Transparency**

The funding agreements that govern COSI are not public documents.

Program reviews are conducted only by the funding partners. The funding agreement with Imperial Oil stipulates that research conducted by COSI is reviewed by the SAC, the EMC, and Imperial Oil. The agreement with AIF requires that COSI fulfill the following annual reporting obligations:

- A business plan “to position the Research Program to achieve the results needed by its partners”<sup>27</sup>
- An annual planning and outlook and operating plan “derived from the business plan is used to direct operations”<sup>28</sup>
- Performance reporting - detailing actual project results
- Financial reporting
- Records of the implementation of changes recommended by the Ingenuity Centres Review Committee

The agreement with AERI stipulates that a review may be conducted at the discretion of the minister.

There is no requirement for a non-partisan external review. There also is no mechanism outlined in any of the agreements for tracking concerns or complaints.

## **The Role of Academic Staff**

The agreement with Imperial Oil stipulates that “The Centre is to be operated and staffed by the University.”<sup>29</sup> However, the Centre Director, while nominated by the Dean of Engineering, must be endorsed by the EMC. All decisions of import at COSI are made by the Centre Director, the SAC, and/or the EMC. Imperial Oil and AI-EES have direct control over each of these bodies.

## **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

COSI relies heavily on the work of post-docs, graduate students, undergraduate students, and industry researchers. However, the funding agreements make no clear reference to the structures of employment around which the Centre operates. The COSI agreements do indicate that the EMC will recommend staff appointments to the Dean of Engineering.

The Department of Engineering at the University of Alberta is not the only facility where COSI work is done. Research proposals also come from academics from universities across Canada. COSI has had subcontracts with several other Canadian universities: University of Ottawa, Queen’s University, University of Victoria, University of Toronto, and University of British Columbia. These subcontracts explicitly state that they must adhere to the “prime agreements” between the University of Alberta and Imperial and the University of Alberta and the Alberta government agencies.

## **Notes**

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<sup>1</sup> The Alberta Advanced Education and Technology AERI Grant Agreement, 2008 (hereafter Funding Agreement 2) lists 5 external funders to COSI, p 3. In the copy of the agreement received by CAUT, Imperial Oil and Alberta Ingenuity as well as the amounts of their contributions are listed. However, the three other names and amounts have been redacted. In COSI’s public documentation Imperial Oil, AERI, Alberta Ingenuity, and NSERC are the only funders mentioned.

<sup>2</sup> Alberta Innovates - Energy and Environment Solutions (AI-EES) was formed after COSI began with the merger of Alberta Ingenuity Fund and the Alberta Energy Research Institute.

<sup>3</sup> Funding agreement between Imperial Oil and University of Alberta, Amended in 2010 (hereafter Funding Agreement 1), p 1.

<sup>4</sup> It is worth noting the composition of the Alberta Innovates – Energy and Environment Solutions (AI-EES) is heavily dominated by industry representatives. In fact, of the eleven member board, nine are representatives of industry while two are representatives from universities.

<sup>5</sup> <http://www.cosi.ualberta.ca/en/Partners.aspx>

<sup>6</sup> Funding Agreement 2, Schedule “A” p 13.

<sup>7</sup> <http://www.cosi.ualberta.ca/en/Partners.aspx>

<sup>8</sup> <http://www.youtube.com/watch?v=52j-GMABLlw>

<sup>9</sup> From Funding Agreement 1, p 1-2:

The principles upon which the Centre is based are as follows:

- a. The Centre is to be operated and staffed by the University.
- b. The Centre is to be built on a long-term collaborative partnership between Imperial Oil and the University.

## OPEN FOR BUSINESS – ON WHAT TERMS?

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- c. There is to be consensus between the University and Imperial Oil on areas of research and direction of the Centre, including plans for adding funding partners.
  - d. The Centre is to be a model for collaborations between industry, universities, and government. The Centre, as a model, will encourage other to develop science-based models to address key public policy areas.
  - e. Imperial Oil will be involved in the activities of the Centre on an ongoing basis. Imperial Oil's role will include providing business context and commercial insights, assisting with the selection of research projects, and providing opportunities for shared development and secondments of researchers between organizations.
  - f. The Centre will encourage collaborative development, aligning and partnering with others to leverage other efforts and avoid duplication. For example, the Centre will encourage the involvement of other universities and alignment with other corporate researchers and government technology initiatives.
  - g. The Centre will build expertise and excellence in the areas of oil sands research.
  - h. The Centre will seek to develop more energy efficient oil sands processes with improved environmental performance.
  - i. The Centre will focus on breakthrough versus incremental improvement of existing technologies.
  - j. While maintaining a mission-oriented focus, the Centre will focus predominantly on fundamental research.
  - k. The Centre will target the development of new technologies leading to groundbreaking patents and publications.
  - l. The Centre will focus on areas of strategic interest to Imperial Oil such as oil sands mining, bitumen extraction, upgrading, and environmental technologies.
  - m. The Centre will build capacity, capability, and number of highly qualified graduates to enter careers in industry, government, and academia.
  - n. The Centre will seek to maximize the financial leverage of the Imperial Oil funds and in-kind support provided by applying for supplementary funds for the Centre from federal and provincial governments and their agencies.
  - o. Additional funding partners are to agree to adopt and abide by these principles and support the vision and mission of the Centre.

<sup>10</sup> While the AERI agreement indicates that there are other funding partners involved in the project, it is unclear whether there are currently other funding partners with members on the SAC and EMC.

<sup>11</sup> Funding Agreement 1, p 7.

<sup>12</sup> Funding agreement between University of Alberta and Alberta Ingenuity, 2006 (hereafter Funding Agreement 3), p 3.

<sup>13</sup> Funding Agreement 1, p 5.

<sup>14</sup> Funding Agreement 1, p 8.

<sup>15</sup> <http://www.rso.ualberta.ca/en/Negotiating/IPOwnershipLicensing/Policies.aspx>

<sup>16</sup> Academic Faculty Agreement between AASUA and the university (Amended 2010), p 2.

<sup>17</sup> Funding Agreement 1, p 11.

<sup>18</sup> Funding Agreement 1, p 2.

<sup>19</sup> Funding Agreement 2, p 14.

<sup>20</sup> Funding Agreement 3, p 2.

<sup>21</sup> Funding Agreement 1, p 4.

<sup>22</sup> Funding Agreement 1, p 15.

<sup>23</sup> Funding Agreement 2, p 9.

<sup>24</sup> Funding Agreement 2, p 7.

<sup>25</sup> Funding Agreement 1, p 4.

<sup>26</sup> <https://policiesonline.ualberta.ca/PoliciesProcedures/Policies/Conflict-Policy--Conflict-of-Interest-and-Commitment-and-Institutional-Conflict.pdf>

<sup>27</sup> Funding Agreement 2, "Schedule A" p 14.

<sup>28</sup> Funding Agreement 2, "Schedule A" p 14.

<sup>29</sup> Funding Agreement 1, p 1.

### 3. Consortium for Heavy Oil Research by University Scientists (CHORUS)

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#### **SUMMARY**

##### **Participants**

- University of Calgary
- Core Sponsors<sup>1</sup>:
  - Nexen Inc.
  - ConocoPhillips
  - Petrovera Resources Husky Energy
  - Husky Energy Inc.

##### **Amount**

- The contributions amounts have been redacted from the received through access to information.

##### **Term**

- The agreements initiated in January 2004 are renewed annually by virtue of the sponsors paying the costs of the research for the next year.

##### **Brief Project Description**

According to research proposal appended to the sponsor agreements, the personnel, technical support and corporate sponsorship were all formerly part of other research consortia at the university.<sup>2</sup> The interest in forming CHORUS came out of the “specialized interest of some companies in heavy oil”. The purpose of the CHORUS accord to this proposal is to “form a consortium which specializes in the geophysical application for heavy oil production.”<sup>3</sup>

##### **Sources of information about the project**

In response to a request for “all governing documents relating to CHORUS,” CAUT received agreements between the University of Calgary and Nexen Inc., ConocoPhillips, Petrovera Resources, and Husky Energy Inc. The cover letter from the University of Calgary qualified these corporations as “core sponsors of CHORUS.”

#### **COMMENTARY**

##### **Overview**

The CHORUS website ([www.chorusoil.ca](http://www.chorusoil.ca)) indicates that there are 16 corporate members, whereas the University of Calgary website (<http://geoscience.ucalgary.ca/chorus>) lists only 7 corporate members and 17 industry sponsors.

## OPEN FOR BUSINESS – ON WHAT TERMS?

The agreements with the 4 “core sponsors” received by CAUT were signed in 2004. The agreements are renewed annually by virtue of the sponsor renewing its contribution. It is unclear whether the agreements with these specific sponsors are still in effect. However, the agreements with these sponsors are all the same and appear to represent a template for agreements between the university and industry sponsors under the aegis of CHORUS.<sup>4</sup>

The chorusoil.ca website lists the following benefits of sponsorship:

1. Collaboration with leading edge university scientists and industry energy agencies.
2. High quality of international / Canadian graduate students.
3. Interaction with other international heavy oil producers.
4. International industry field production research collaborations with the team of integrated reservoir science university experts.
5. Quarterly sponsorship meetings and research reports.
6. Real field data problem solving for specific reservoir data issues in heavy oil production.
7. Real heavy oil field data integrated science team collaborations.

The parameters of the collaborations suggested in this list of benefits are not clarified by the agreements with the “core sponsors.” However, the research proposal, outlined in the agreements, indicate that the “ultimate purpose” of the research is finding cost-effective oil extraction for the sponsors. The objective of the research as explicitly stated in the research proposal appended to the agreements “is to determine if a cost effective seismic monitoring procedure can be developed to increase recovery and optimize exploitation plan for heavy oil reservoirs.”<sup>5</sup>

### **Protection of Academic Freedom, and Institutional Autonomy**

The agreements with CHORUS industry “core sponsors” offer no protection of academic freedom.

The agreements name Dr. L. R. Lines as the “Principal Investigator.” The agreements also specify that any future principal investigator must be acceptable to both the university and the sponsor or “this agreement shall be terminated.”<sup>6</sup>

### **Protection of Academic Integrity**

The agreements stipulate that the university will conduct research as described in an appended schedule “and any proposal for the continuation of the Consortium for Heavy Oil Research by University Scientists provided to Sponsor in subsequent years.”<sup>7</sup> It is clear, given that the sponsors renew their endorsement simply by paying the agreed upon amount by the end of each year, that the sponsor can simply withdraw funding if it is not in favour of the research proposed.

### **Protection of Academic Knowledge Sharing**

The agreements indicate that intellectual property (IP) arising from the research is owned by the university. This contravenes the principles articulated in the university’s policy on IP which asserts that “creators of Intellectual Property who are Members of the university own their own works.” However, the university policy qualifies its commitment by indicating that creators own

their works “unless qualified by law or written in agreements to the contrary.”<sup>8</sup> The faculty collective agreement simply references the university policy.

The agreements indicate that the sponsors have the right to review any publication or presentation relating to the agreement. If, within 60 days, the sponsor objects in writing, “the parties shall negotiate an acceptable version of the proposed disclosure including the release date.”<sup>9</sup>

The university has the right to publish 3 months after the end of the agreement “subject to confidentiality requirements.” See below for more on the confidentiality provisions.

### **Conflict of Interest**

There are no provisions regarding conflicts of interest.

### **Transparency**

The agreements themselves are not in the public domain. The copies of the agreements received by CAUT had the amounts of the grants provided by the sponsors redacted.

There are no mechanism, outlined in the agreements, for assessing the effects and effectiveness of the agreements. There are no mechanism for tracking and recording concerns of complaints.

The agreements indicate that the university and sponsor agree “not to disclose to others” any “information designated as confidential.” However the agreements offer no definition of what information might be designated as “confidential.” Instead, the agreements list information to which the label “confidential” shall *not* apply. This is information which:

- a) Is already known to the party to which it is disclosed;
- b) Is or becomes generally available to the public without breach of this agreement;
- c) Is obtained from third parties which have no obligation to keep confidential to the contracting parties;
- d) Is required to be disclosed by law but only to the extent so required;
- e) Is independently developed by Sponsor.<sup>10</sup>

Given the restrictive nature of this list, the scope of information that can be classified as “confidential” is troublingly expansive. In fact, these provisions leave open the possibility for the research itself (or elements thereof) to be classified as “confidential.”

### **The Role of Academic Staff**

The agreements do not allow the sponsors to intrude on academic governance. The sponsors do not appear to be included in matters relating to the affairs of the institution. However, as mentioned above, the objective of the research and its potentially confidential nature contravenes the principles of independent scholarly inquiry and its aim to enhance the public good rather than exclusively serving the interests of corporate profit.

## **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

The agreements indicate that the research will be conducted by “faculty staff and graduate students in the Department of Geology and Geophysics at the University of Calgary.”<sup>11</sup>

A commitment to academic freedom is entrenched in the collective agreement for faculty at the University of Calgary. However, other researchers involved in the agreement including, postdocs and graduate students are not covered by this contract.

### **Notes**

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<sup>1</sup> The CHORUS website ([www.chorusoil.ca](http://www.chorusoil.ca)) indicates that there are 16 corporate members, whereas the website lists only 7 corporate members and 17 industry sponsors. In response to our request for “all governing documents relating to CHORUS,” CAUT received agreements with only 4 sponsors, which the accompanying letter from the University of Alberta’s Privacy Coordinator qualified as the “core sponsors of CHORUS.”

<sup>2</sup> The sponsorship agreements indicate that university personnel and corporate sponsors were previously part of the consortiums CREWES (Consortium for Research in Elastic Wave Exploration Seismology) and/or FRP (Fold-Fault Research Project).

<sup>3</sup> Consortium for Heavy Oil Research by University Scientists Agreement between Concophillips Company and Governors of the University of Calgary (hereafter Sponsorship Agreement 1) p 9.

<sup>4</sup> Citations in this report make specific reference to the agreement between the University of Calgary and Concophillips. However, the citations are equally application to each of the other identical agreements with Nexen, Petrovera, and Husky.

<sup>5</sup> Sponsorship Agreement 1, p 9.

<sup>6</sup> Sponsorship Agreement 1, p 2.

<sup>7</sup> Sponsorship Agreement 1, p 2.

<sup>8</sup> University of Calgary, Intellectual Property Policy,

<http://www.ucalgary.ca/policies/files/policies/Intellectual%20Property%20Policy.pdf>

<sup>9</sup> Sponsorship Agreement 1, p 3.

<sup>10</sup> Sponsorship Agreement 1, p 3.

<sup>11</sup> Sponsorship Agreement 1, p 8.

## 4. Consortium for Research and Innovation in Aerospace in Quebec (CRIAQ)

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### SUMMARY

#### **Participants**

- Industry participation has increased to 52 companies by early 2013. There are 14 universities and 9 research centres listed as members.

#### **Universities**

- Concordia University
- École de Technologie Supérieure
- École Polytechnique de Montréal
- McGill University
- Université de Sherbrooke
- Université du Québec à Chicoutimi
- Université du Québec à Trois-Rivières
- Université du Québec à Montréal
- Université du Québec à Rimouski
- Université Laval
- Université de Montréal
- University of Ottawa
- HEC Montréal
- Institut national de la recherche scientifique

#### **Research Institutes**

- Centre de recherche informatique de Montréal
- INO
- Canadian Light Source
- Centre de recherche industrielle Québec
- National Research Council
- Centre technologique en aérospatiale
- Centre interuniversitaire de recherche sur le cycle de vie des produits, procédés et services
- Composites Development Centre of Québec
- Optech

#### **Corporations**

- Bell Helicopter Textron
- Bombardier Aerospace
- CAE Inc.

## OPEN FOR BUSINESS – ON WHAT TERMS?

- Pratt and Whitney Canada
- 3M Canada
- CMC Electronics
- GE Aviation
- Héroux-Devtek Inc.
- L-3 MAS
- Rolls-Royce Canada Ltd.
- Thales Canada Inc.
- Turbomeca Canada
- Aéroports de Montréal
- Aerosystems International Inc.
- Altitude Aerospace
- Aluminerie Alouette Inc.
- ASCO Aerospace Canada Ltd.
- AV&R Vision & Robotics Inc.
- Avianor
- Avior Integrated Products Inc.
- BFI Canada
- Composites Atlantic Ltd.
- Creaform
- CS Communications & Systems Canada Inc.
- Delastek Inc.
- Dema Aeronautics Inc.
- Dorval Technologies
- Edmit Industries Inc.
- Epsilon RTO Inc.
- Gestion TechnoCap
- GlobVision Inc.
- Groupe Soltrem-Maltech
- Information Technology Group
- JB Martin Composites
- JMJ Aéronautique
- Luxell Technologies Inc.
- Mannarino Systems & Software
- Marinvent Corporation
- Marquez Transtech Ltd.
- MDA Space Missions
- MDS Coating Technologies Corporation
- Mechachrome Canada Inc.
- Meloche Group
- Messier-Buggati-Dowty
- Nutaq
- OPAL-RT Technologies Inc.
- Roy Aircraft and Avionic Simulation

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

- SADEC
- Silkan
- Sonaca NMF Canada Inc.
- Transtronic Inc.
- TSLab Inc.

### **Amount**

- \$124 million since 2002 with 142 projects completed (2012)<sup>1</sup>
- Federal funding from the National Sciences and Engineering Research Council (NSERC); the National Research Council (NRC) - Industrial Research Assistance Program (IRAP) to fund small-and medium-sized enterprises (SMEs); and NSERC funding \$15.7 million for more than 50 projects since 2004
- Quebec government funding for CRIAQ operations from Ministry of Economic Development, Innovation and Export Trade, project funding through the Fonds québécois de recherche sur la nature et les technologies, and some project funding from NanoQuebec for nanotechnology projects
- CRIAQ research projects are funded as follows:
  - 25% as a grant from CRIAQ
  - 25% cash and in kind from corporate participants
  - 50% from NSERC

### **Term**

- The term of projects funded range from two to five years
- CRIAQ has no term date

### **Brief Project Description**

The Consortium was set up in 2002 as a non-profit organization to boost the competitiveness of the aerospace industry. In January 2003, CRIAQ started with \$1.32 million in funding from eight aerospace companies (Bell Helicopter Textron, Bombardier Aerospace, CAE, CMC Electronics, Pratt & Whitney Canada, Techspace Aero, Thales Avionics, and Delastek Inc.) and a \$5.3 million infusion from the Quebec government. The government also put forward \$300,000 for operating expenses until 2006. Seven Quebec universities are also founding members (École Polytechnique, École de technologie supérieure, Concordia University, Université Laval, McGill University, Université du Québec à Chicoutimi, Université de Sherbrooke), as well as the Aerospace Manufacturing Technology Centre of the National Research Council. In 2006, the Quebec government renewed funding for CRIAQ with another \$8.6 million. Since 2004, the National Sciences and Engineering Research Council (NSERC) has played an important role funding CRIAQ projects, as project participants generally are required to obtain a NSERC collaborative R&D grant.

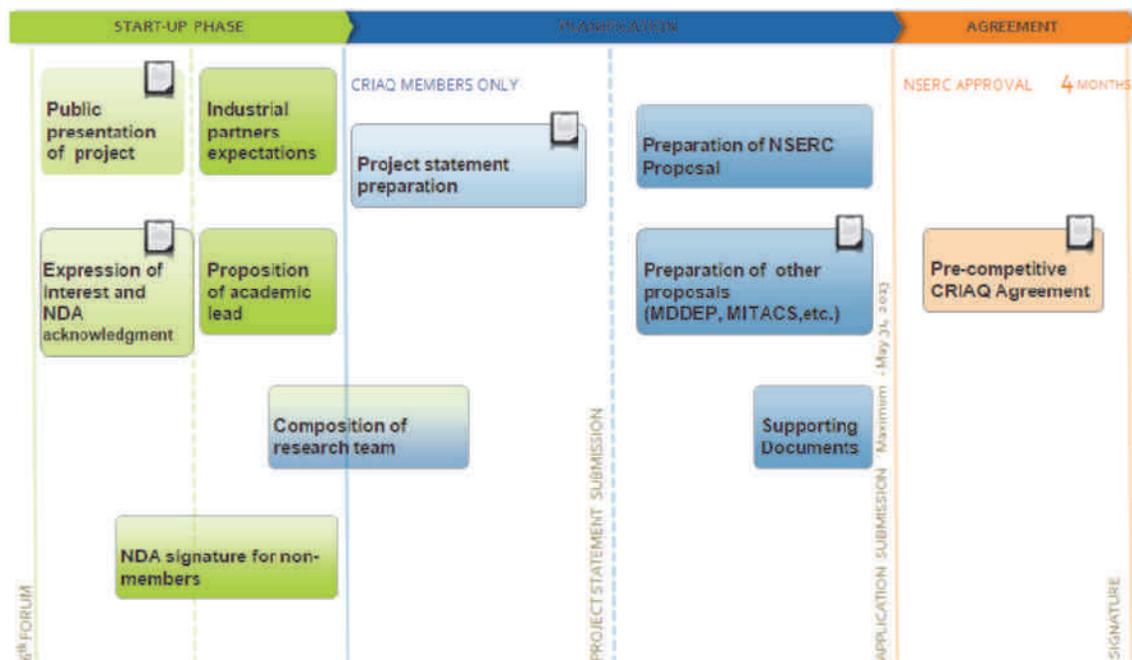
CRIAQ has no foundation agreement, but founding members agreed on the following principles to guide CRIAQ-funded projects:

## OPEN FOR BUSINESS – ON WHAT TERMS?

1. CRIAQ is a non-profit organization managed by university and industrial partners of equal importance
2. CRIAQ is a consortium for pre-competitive research in aerospace where a minimum of 25% of the cost of the projects is assumed by industry, the remaining coming from public funding to the universities
3. For each project, industry and university will prepare a Project Agreement based on these guiding principles. Upon approval by CRIAQ, the project will be carried out and the relations of industry and university in connection with such a project will be governed by the agreement
4. Proprietary information will not be disclosed without having obtained the prior agreement of the disclosing party and will be treated by the receiving party with the same degree of care with which the receiving party treats and protects its own proprietary and confidential information against public disclosure, but with no less than reasonable care<sup>2</sup>
5. On an on-going basis and no later than the end of the project, each project partner will disclose to the other project partners any intellectual property or inventions made or conceived in connection with the project by or on behalf of industry or university or jointly by industry and university
6. All project partners and CRIAQ will cooperate in minimizing the potential negative effects on the graduate students when a project has to prematurely come to an end, including the negative effects on (i) the financing necessary for students having these subjects related to the project; (ii) the students obtaining the information or data necessary to conduct their research; or (iii) any other negative effect leading to delays or termination of the students' studies
7. These guiding principles took effect on the 2<sup>nd</sup> of May 2003, were amended the 17<sup>th</sup> of January 2007 and can be subject to further amendment at the discretion of the CRIAQ Board.<sup>3</sup>

The new version of the CRIAQ website updated the first principle to mean a non-profit organization with project management shared equally between universities and industry.<sup>4</sup>

## SUMMARY AND COMMENTARY ON EACH COLLABORATION



Source:

[http://www.criaq.aero/Projets\\_A/detailFonctionnement/6036913448/project\\_launch\\_process.html](http://www.criaq.aero/Projets_A/detailFonctionnement/6036913448/project_launch_process.html)

In order to ensure that collaborative projects will be “industry-driven,” CRIAQ hosts a forum twice a year for companies to present their research needs, and issues or challenges to be resolved. “Researchers are invited to take note of these needs and to form work teams,” according to the CRIAQ website.<sup>5</sup>

In the first phase, the Research Committee makes a recommendation to the Board of Directors for approval.<sup>6</sup> The majority of the Board of Directors are industry members.<sup>7</sup> Research projects approved by the Board of Directors get the go-ahead to apply for NSERC funding. If NSERC funding is secured, industry and university participants sign a standard pre-competitive research project agreement based on the principles outlined above.

CRIAQ not only supports Quebec-based collaborative projects, but also engages in international projects with at least one Quebec-based company, university and/or research centre, and at least one international company and university involved. The CRIAQ website mentions international project collaborations with France, India, China, Bavaria, and Italy. NSERC funding and Quebec government funding is available for these collaborations. Canadian project participants sign the CRIAQ pre-competitive research agreement.

## **Sources of information about the project**

CAUT obtained the pre-competitive research project agreement for “Collaborative Development for Product Life Cycle Management” (CRIAQ PLM-2) from McGill University through an access to information request.

## **COMMENTARY**

### **Overview**

The CRIAQ PLM-2 pre-competitive agreement is a three-year agreement between CRIAQ; corporate partners Pratt and Whitney, Bombardier, CAE, CMC Electronics, Rolls-Royce, and universities including McGill University, École de technologie supérieure, Concordia University, Université de Sherbrooke, and École polytechnique de Montréal. The project is managed by Bombardier and McGill University. The details of the project, such as dates, work schedule, subcontractors, and amounts involved are redacted. This includes funding from government sources, such as the Ministry of Economic Development, Innovation and Export/Trade Quebec and NSERC.

The industry-driven nature within the CRIAQ governance structure is reflected in CRIAQ’s standard pre-competitive agreement. The general thrust of the agreement is to set out rights for industry parties, while putting in place restrictions on university parties. The main purpose of the Agreement is to “perform research projects in Quebec universities which are of interest to the Quebec aerospace industries and to train highly qualified persons such as graduate students and post-doctorals”<sup>8</sup> and this leads to a privileging of industry’s commercialization objectives over the university’s education and research objectives.

In accordance with CRIAQ’s guiding principles, the background intellectual property (IP) remains with the original owner. Any university IP generated is subject to a number of restrictions. Should the university wish to seek a patent for an invention, the university not only has to consult with industry participants, but in fact “shall take any action directed by Industry in connection with the scope, content and prosecution of any patent applications” in the case of a disagreement<sup>9</sup>. Industry can also override a university’s decision not to file for a patent, but has to pay for the patent application costs.<sup>10</sup> The benefits to industry participants are that each receives a royalty-free licence related to any university IP generated as a result of the project. The university can negotiate a grant-back “on fair and reasonable royalty-bearing terms” of the license from industry, if industry decides not to exploit the license.<sup>11</sup>

The university’s educational and research objectives are significantly constrained by the agreement. The agreement affirms that “University Party (Parties) shall have a non-exclusive, royalty-free license and right to use all that University Party (Parties) University Intellectual Property and Inventions or Joint Intellectual Property and Inventions made or conceived in connection with this agreement for non-commercial training, teaching and research purposes,”<sup>12</sup> but are subject to the confidentiality in the agreement.<sup>13</sup> This means that industry can mark or

stamp any data or information related to the agreement as proprietary at the time of disclosure or within a thirty-day period of disclosure.<sup>14</sup>

Likewise, the right to publication is affirmed in the agreement though each industry participant has to be notified at least ninety days in advance of any presentation, publication, thesis or dissertation. If industry objects within a thirty-day period of the notification, the proprietary information will be removed. Where the information may be patentable, publication can be delayed up to one year.<sup>15</sup>

CRIAQ or any industry participant may cancel any or all parts of the project “at any time by giving sixty (60) days notice in writing to all other Parties.”<sup>16</sup> In the case of cancellation, CRIAQ will only pay “non-cancellable commitments” such as student scholarships and remuneration made prior to the notification of cancellation.

While CRIAQ emphasizes the principle of collaboration, the agreement makes clear that the “relationship of the Parties is that of independent contractors and nothing herein shall be construed as creating any other relationship.”<sup>17</sup>

### **Protection of Academic Freedom, and Academic Integrity and Institutional Autonomy**

The CRIAQ standard pre-competitive agreement does not include any reference to academic freedom.

Academic integrity is compromised in the initial determination of research projects and funding. The research topic, issues, and problems are narrowly defined by aerospace companies, as are the benchmarks to be met in a research proposal. The composition of the “research” committee, made up of all members, means industry has a majority to make recommendations to the board of directors. More important, CRIAQ’s decision-making body is made up of a majority of industry members, while the remainder are university administrators and one federal government member. It is clear that the initial decision about what research will be funded is not made through independent and impartial peer-review, nor is the merit of the research project determined by academic staff. Only once CRIAQ board of directors approves the research project is a proposal for NSERC funding prepared where the traditional method of academic evaluation and selection is used.

The nature of industry-driven process inherent in consortia like CRIAQ come closest to what Canadian Nobel laureate John Polanyi’s warns against, which is a real danger of turning universities into “outlying branches of industry,” where “all the things that industry turns to universities – breadth of knowledge, far time horizons and independent voice – are lost.”<sup>18</sup> This is exacerbated with a shift in government funding steering universities to do industry-driven research. Funding for NSERC’s collaborative R&D grant, with the grant providing half of all funding for projects approved by CRIAQ, has increased by 60% in real dollars from \$35 million in 2005-06 to over \$56 million in 2011-12.<sup>19</sup> Given the proliferation of these agreements and the significant university resources (personnel, students, facilities) that are needed to fulfill them, it is difficult to see these arrangements as not having a longer-term distorting impact on the university’s work and its academic units.

The agreement compromises the university's institutional autonomy by allowing the industrial partner to compel the university to patent university-owned intellectual property. This lessens the ability of universities to fulfill their research and educational functions.<sup>20</sup>

Positively, the agreement makes clear that students are not considered subcontractors. Any subcontractors are subject to industry approval.<sup>21</sup>

As noted above, CRIAQ or any industry participant can terminate part or all of the project with just two months notice.<sup>22</sup> The agreement is unclear as to whether any justification is necessary, but a number of possibilities are expressly provided: the principal investigator is unwilling or unable to continue, reduced or cancelled Quebec government or federal funding, or a party's default.<sup>23</sup> If an academic replacement is willing to continue with the project, industry has a veto right with the option of terminating the project.<sup>24</sup> A university can only terminate the agreement if it cannot obtain required resources, or in the event that "severe, persistent, incapacitating and unresolvable conflicts occur within the research team for the Project" that cannot be rectified within two months.<sup>25</sup>

### **Protection of Free and Open Exchange of Ideas and Discoveries and Maximum Delays on Publication**

As noted above, there are a number of restrictions on the dissemination of results. CAUT's Guiding Principles for University Collaborations specify a maximum delay of sixty days. The standard CRIAQ pre-competitive agreement allows for a delay up to one year, which also contravenes NSERC Intellectual Property Guidelines<sup>26</sup> maximum delay of six months. These guidelines also stipulate that no thesis defense can be delayed, whereas the CRIAQ agreement allows for a maximum delay of one year.<sup>27</sup>

### **Conflict of Interest**

The agreement is silent on financial or institutional conflicts of interest, including whether researchers or university administrators can own shares in any of the aerospace or aerospace-related companies involved. It also does not make reference to any university conflict of interest policies. The CRIAQ website is silent on conflicts of interest as well.

### **Transparency**

CRIAQ agreements are not public documents. The new CRIAQ website does not disclose membership of the governing bodies or any of the committees. There are no assessments of the effectiveness or effects of these agreements that are publicly available, nor does the agreement foresee a post-agreement evaluation that will be made public. The effectiveness of these collaborations is particularly important as the agreement recognizes the possibility of "severe, persistent, incapacitating and unresolvable conflicts [...] within the research team for the Project."<sup>28</sup> There is no mechanism for tracking concerns or complaints.

## The Role of Academic Staff

The agreement is silent on the role of academic staff in each individual research project. We assume, although all project details were redacted in this access to information request, the day-to-day management of the project is jointly conducted by the principal investigator (an academic staff member) and the industry project manager.

## Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure

The agreement is silent on structures of employment.

### Notes

<sup>1</sup> CRIAQ Progress report, August 2012.

[http://www.criaq.aero/le\\_CRIAQ/Telechargement/11311592104/download.html](http://www.criaq.aero/le_CRIAQ/Telechargement/11311592104/download.html)

<sup>2</sup> In addition, a previous version of the CRIAQ website (accessed in early 2011) included the following information for this principle:

- a. Background IP identified in the specific Project Agreement including computer software will remain the property of its original owner. Any Background IP necessary to exploit the Foreground IP will be subject to the specific provisions that have been agreed upon in the project Agreement
- b. Foreground IP: the Foreground IP will be owned by the project partners whose researchers have intellectually contributed to its development (the “Joint Owners”). Benefits generated by the licensing to third parties of Joint Foreground Intellectual Property shall be apportioned to the Joint Owners in proportion to the percentage of intellectual contribution of each Joint Owner. The Background IP remains the property of its original owner.
- c. Licensing: Industrial Partners obtain a worldwide, royalty-free and exclusive license on the Foreground IP in their field of interest within the aerospace industry, unless otherwise agreed in the specific Project Agreement.
- d. Publication rights: Publication rights are guaranteed to all project partners, subject to the limitations of the non-disclosure clause in the Project Agreement. Use in teaching and academic research is also guaranteed subject to the limitations of the non-disclosure clause in the Project Agreement.

<sup>3</sup> Previous version of CRIAQ website

<sup>4</sup> New CRIAQ website:

[http://www.criaq.aero/Projets\\_A/detailFonctionnement/5975934504/Guiding%20Principles.html](http://www.criaq.aero/Projets_A/detailFonctionnement/5975934504/Guiding%20Principles.html)

<sup>5</sup> [http://www.criaq.aero/Projets\\_A/detailFonctionnement/6006423976/research\\_forums.html](http://www.criaq.aero/Projets_A/detailFonctionnement/6006423976/research_forums.html)

<sup>6</sup> Dominique Sauvé (CRIAQ Director of Operations) presentation “Étapes de démarrage de projets - Project launch process” at the 5<sup>th</sup> CRIAQ Forum, April 8 2010

<sup>7</sup> The new CRIAQ website no longer provides information about the composition of the Board of Directors. The previous website shows that the Board of Directors as of August 2010 was made up of eleven industry members (including the Chair, one of two Vice-chairs, and the Treasurer), six university administrators, and one government member (NRC)

<sup>8</sup> CRIAQ PLM-2 pre-competitive agreement, p 3.

<sup>9</sup> CRIAQ PLM-2 pre-competitive agreement, p 11.

<sup>10</sup> CRIAQ PLM-2 pre-competitive agreement, p 11.

<sup>11</sup> CRIAQ PLM-2 pre-competitive agreement, p 12.

<sup>12</sup> CRIAQ PLM-2 pre-competitive agreement, p 16.

<sup>13</sup> CRIAQ PLM-2 pre-competitive agreement, p 7-9.

<sup>14</sup> CRIAQ PLM-2 pre-competitive agreement, p 8.

<sup>15</sup> CRIAQ PLM-2 pre-competitive agreement, p 18.

<sup>16</sup> CRIAQ PLM-2 pre-competitive agreement, p 19.

<sup>17</sup> CRIAQ PLM-2 pre-competitive agreement, p 21.

<sup>18</sup> Canadian Association of University Teachers, “Guiding Principles for University Collaborations,” p 1-2, April 2012, [http://www.caut.ca/uploads/GuidingPrinc\\_UCollaborationv2.pdf](http://www.caut.ca/uploads/GuidingPrinc_UCollaborationv2.pdf)

<sup>19</sup> NSERC search engine, <http://www.outil.ost.uqam.ca/CRSNG/Outil.aspx?Langue=Anglais>

<sup>20</sup> Dispute resolution is in the first instance at the level of a joint committee with representatives “in question of a rank immediately higher than those involved in the Project,” then referred to arbitration in the province of Quebec. CRIAQ PLM-2 pre-competitive agreement, 17.1, p 22.

<sup>21</sup> CRIAQ PLM-2 pre-competitive agreement, 3.1e, p 6.

<sup>22</sup> CRIAQ PLM-2 pre-competitive agreement, 10.1, p 19.

<sup>23</sup> CRIAQ PLM-2 pre-competitive agreement, 10.2, 10.3, 10.4, p 19.

<sup>24</sup> CRIAQ PLM-2 pre-competitive agreement, 10.2, p 19.

<sup>25</sup> CRIAQ PLM-2 pre-competitive agreement, 10.6, p 19-20.

<sup>26</sup> NSERC’s Policy on Intellectual Property specifies the following mandatory elements:

**1. Timeliness of exploitation:** Agreements where access to IP is granted via an exclusive license or assignment, before the start of the project, must state that exploitation will be pursued with due diligence and within an appropriate time frame. These exploitation terms are dependent on the technology and the nature of the relationship between the parties, but must be included and allow for future use of the IP by the inventors in the case of a failure to exploit the IP.

**2. Confidential Information:** The IP assets of all participants must be respected. A partner’s proprietary data, commercially sensitive information and potentially valuable results or ideas must be protected from unauthorized, inadvertent or untimely disclosure.

**3. Research results cannot be secret:** The results of the research must be publishable in the open literature. NSERC does not support secret or classified research. In order to secure IP protection, a maximum delay of six months is permitted when submitting papers for publication. No publication should expose a partner’s proprietary information without their express permission to do so.

**4. Academic progression:** There can be no delay for the defence of a student’s thesis.

**5. Rights for future research and teaching:** The university/college and its researchers must retain the right to use the knowledge or IP generated for non-commercial purposes in future research and in teaching.

[http://www.nserc-crsng.gc.ca/NSERC-CRSNG/policies-politiques/ip-pi\\_eng.asp](http://www.nserc-crsng.gc.ca/NSERC-CRSNG/policies-politiques/ip-pi_eng.asp)

<sup>27</sup> CRIAQ PLM-2 pre-competitive agreement, 8.3, p 18.

<sup>28</sup> CRIAQ PLM-2 pre-competitive agreement, 10.6, p 19-20.

## 5. Enbridge Centre for Corporate Sustainability

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### **SUMMARY**

#### **Participants**

- University of Calgary
- Enbridge Inc.

#### **Amount**

- \$2,250,000 by Enbridge Inc.

#### **Term**

- 10 years beginning July 15 2011

#### **Brief Project Description**

With Enbridge's donation of \$2,250,000, the University of Calgary set up the Enbridge Centre for Corporate Sustainability at the Haskayne School of Business [HSB] in July 2011. The Centre's mission is to be "a neutral ground for thoughtful and relevant research, analysis, and education" so as to "inform business and community decisions that advance the triple-bottom-line."<sup>1</sup> Such activities are also meant to help promote "recruitment and retention efforts of corporations"<sup>2</sup> and are meant to "play a key role in broadening the awareness of business leaders, researchers and industry stakeholders [about corporate sustainability]."<sup>3</sup> The annual activities include hosting seminar series, granting student awards, and fundraising activities to support research. The Centre also seeks out research collaborations with other academic institutions and organizations, mentioning Central Michigan University in particular.<sup>4</sup>

#### **Sources of information about the project**

CAUT received the Enbridge-University of Calgary sponsorship agreement and the Enbridge Centre terms of reference through an access to information request.

### **COMMENTARY**

#### **Overview**

Enbridge's \$2,250,000 million donation over ten years allows the University of Calgary to set up a new research centre. In return, Enbridge receives "recognition, marketing, and promotional benefit" related to the Centre.

## OPEN FOR BUSINESS – ON WHAT TERMS?

Not surprisingly, this includes adding Enbridge’s name to the centre, the seminar series, awards, the company’s logo to the website and other materials related to the centre. In the sponsorship agreement, the university makes a number of striking commitments to the donor that go well beyond donor recognition.

The agreement promises that Enbridge will have “customized opportunities to meet with researchers,” as well that company officials will have “access to the consultation and research of scholars from HSB to work with the sponsor’s leadership, clients and other stakeholders.”<sup>5</sup> The agreement is also a commitment to ensure that the company will be able to debrief faculty “as often as once a quarter [...] on sustainability issues management issues facing the energy sector.”<sup>6</sup>

The donation guarantees that company officials participate as speakers in the “research in action” seminars. The Haskayne School of Business and Enbridge will work together over the ten years to market and communicate the donation, including “mutually beneficial ways to engage Enbridge employees and HSB faculty and students in a meaningful way.”<sup>7</sup> Finally, the university commits to developing terms of reference for students awards in consultation with Enbridge to “ensure that recipients reflect core values important to the sponsor [...]”<sup>8</sup>

As this collaborative arrangement is much more involved than a traditional one-off donation where the donor’s name is placed on a building or a program, there is greater potential for conflict between the university’s mission of open scholarship and teaching and its fulfilling a contractual obligation to market and promote Enbridge’s contribution, and thus Enbridge itself, in a positive light to assure the company’s continued annual financial contribution of \$225,000 to the Centre over ten years.

There is one part of the sponsorship agreement where the university directly compromises its autonomy. The section “Investment” contains a statement about the right of the donor to veto the university’s right to change its policies and procedures insofar as those changes may “materially” affect the sponsorship:

The investment, management, expenditure and overall stewardship of the Contribution shall be the responsibility of the University and shall be effected in accordance with policies and procedures set out by the Board of Governors of the University. Such policies and procedures may be periodically changed as deemed appropriate by the Board of Governors. However, *the prior written consent of the sponsor will be required prior to effecting any changes in policies and procedures if such changes materially affect the sponsorship, including as set forth in Appendix One [Overview on Sponsorship Recognition and Benefits].*<sup>9</sup>

This section is not meant to ensure that the university will use the donation for the Centre, since Enbridge already has the right to terminate the agreement with thirty days’ notice if the company believes that the university has failed “to provide substantially the recognition and benefits contemplated by this Agreement.”<sup>10</sup> Given the expansive scope of the recognition and benefits envisioned in the Appendix, changes to a variety of policies and procedures might need prior approval from Enbridge. For example, the university would need Enbridge’s approval if it

wanted to make changes to university policies that would place restrictions on giving Enbridge, its clients and other stakeholders, “access to the consultation and research of scholars from HSB.”<sup>11</sup> Similarly, changes to the university’s award policy might have to be approved by the company if these changes impact the terms of reference for the Enbridge Corporate Sustainability Awards. Restrictions on changes to university policy could also include the adoption of a Policy on Responsible Investment, if it would mean divesting investment holdings in the energy sector, as these changes could well be seen as having a material impact on the promotional benefits contemplated in the sponsorship.

The terms of reference for the Enbridge Centre properly ensure that the Enbridge’s involvement in the governance of the Centre is arm’s-length and advisory only. The donor’s role is limited to one non-voting designate to the Academic Advisory Group and be able to select one representative to the External Advisory Board. These bodies can offer recommendations to the dean only. The terms of reference make clear that the Centre will adhere to all university research policies and procedures and explicitly mentions independent scholarly inquiry and academic freedom.

In sum, there is a contradictory aspect to this collaboration. The sponsorship agreement prepared and signed by the development arm of the university, promises substantial benefit, access and influence to the donor. The terms of reference, an internal document signed by the VP Research and the Dean of HSB, upholds university autonomy and academic integrity.

### **Protection of Academic Freedom and Institutional Autonomy**

The Centre’s terms of reference includes specific protection of academic freedom. It also states that “nothing in these terms of reference will be interpreted as a restriction on the university’s independent direction to pursue its mandate.”<sup>12</sup> The sponsorship agreement contradicts this, where in fact the donor is given a veto power over policy decisions of the Board of Governors.

### **Protection of Academic Integrity**

The donor has no direct role in curriculum development or funding of research. The donor has representation on several advisory boards (academic and external), though final approval for all activities of the Enbridge Centre rests with the Dean of the Haskayne Business School as per the Research Institutes and Centres Policy. The Centre’s director reports to the dean.

The sponsorship agreement can be terminated by mutual consent. The university can terminate the sponsor agreement if payments are not made. The donor can terminate the agreement if it believes the university has failed to “provide substantially the recognition and benefits contemplated by this Agreement.”<sup>13</sup>

### **The Protection of Academic Knowledge Sharing**

There is protection for academic knowledge-sharing, in accordance with relevant universities (such as the research policy and IP policy).

### **Conflicts of Interest**

The donor agreement is silent on conflicts of interest. The terms of reference specify that the Centre is subject to all university policies and procedures, which includes the Conflict of Interest Policy. The Conflict of Interest Policy also makes reference to the collective agreements.

### **Transparency**

The sponsorship agreement and the terms of reference are not public documents.

There are annual performance reviews conducted by the VP Research and VP Academic. The Centre is also approved for a term of five years with the possibility of renewal for a further five years, based on the approval by the VP Research and VP Academic. It is not clear that any assessment is made public.

### **The Role of Academic Staff**

The Centre operates in accordance of the Research Institutes and Centres Policy, which also makes reference to the collective agreement.

The day-to-day operations are conducted by the Centre’s director, who may be a faculty member.

### **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

The terms of reference support tenure and the security of employment. There is no mention of use of non-tenure track, contingent, or soft-money academic employment.

### **Notes**

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<sup>1</sup> University of Calgary Enbridge Centre for Corporate Sustainability at the Haskayne School of Business Terms of Reference (hereafter “Terms of Reference”), p 1. The “triple-bottom-line” refers to “practices that advance the care of people, the environment, and the economy,” p 1.

<sup>2</sup> Terms of Reference, p 1.

<sup>3</sup> Terms of Reference, p 2.

<sup>4</sup> Sponsorship Agreement between Enbridge Inc. and the Governors of the University of Calgary (hereafter “Sponsorship Agreement), p 2.

<sup>5</sup> Sponsorship Agreement, Appendix, p 3.

<sup>6</sup> Sponsorship Agreement, Appendix, p 2.

<sup>7</sup> Sponsorship Agreement, Appendix, p 2.

<sup>8</sup> Sponsorship Agreement, Appendix, p 1.

<sup>9</sup> Sponsorship Agreement, p 3. Emphasis added.

<sup>10</sup> Sponsorship Agreement, p 3.

<sup>11</sup> Sponsorship Agreement, Appendix, p 3.

<sup>12</sup> Terms of Reference, p 4.

<sup>13</sup> Sponsorship Agreement, p 3.

## 6. Mineral Deposit Research Unit (MDRU)

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### **SUMMARY**

#### **Participants**

- University of British Columbia (UBC)
- The mining industry

#### **Amount**

The MDRU is funded directly by mining companies through membership fees. The membership fees range from \$1,500 to \$25,000 per year. There is also an individual membership available for \$500. The different levels of membership fees grant different privileges. The membership fees are separate from the money that mining companies contribute for specific research projects. The amounts for research support vary widely.

#### **Term**

There is no term to the collaboration. Industry membership in the MDRU is purchased on an annual basis, and membership regularly fluctuates.

#### **Brief Project Description**

The MDRU is a collaborative research consortium housed in the Department of Earth and Ocean Sciences at the University of British Columbia. It was established in 1989, in order to “facilitate geological, geophysical and geochemical approaches to exploration problems by integrating industry, academic and government research efforts.”<sup>1</sup> The primary partner is UBC, which provides logistical and administrative support to the research group. Mining companies join the MDRU by paying an annual membership fee. Specific research projects are supported through grants-in-aid from member mining companies, as well as other grants that the researchers may pursue, such as those from the National Science and Engineering Research Council (NSERC). UBC students, postdoctoral scholars, research staff, and professors participate in these research projects, often alongside industry researchers. The vision of the MDRU is “to be the global leader in research and training excellence” and “to ensure the continuous flow of high quality research and highly trained geologists for employment in the minerals industry.”<sup>2</sup> The MDRU also operates a library supported by subscriptions, and hosts various seminars and courses for industry professionals.

#### **Documents reviewed**

We reviewed the Mineral Deposit Research Unit Guidelines (the governance document for the MDRU), minutes of meetings of the Board of Directors, reports from the director, and over 20 individual research funding agreements. These documents were obtained through an access to

information request. The MDRU website, and brochures and promotional materials that are available publicly were also reviewed.

## **COMMENTARY**

### **Overview**

The Mineral Deposit Research Unit is the largest university-based mineral deposit and exploration methods research group in North America, and it has been active for over 20 years. A department of Earth and Ocean Sciences presentation states that the MDRU is “funded by the minerals industry,”<sup>3</sup> but funding details from 2009 and 2010 show that this is not entirely accurate. Membership fees from mining companies contribute approximately half of the operational budget. The MDRU also receives a small amount of endowment income, revenue from the Sheahan Library (the subscription-based mining library hosted by UBC and to which member companies have access), and revenue from courses and seminars. For the past few years, the MDRU has also taxed its research projects in order to cover shortfalls in the operational budget.<sup>4</sup> Neither the government nor UBC contribute any money for operations to the MDRU.<sup>5</sup>

### **Structure and Governance**

The MDRU comprises the University of British Columbia<sup>6</sup> and the mining companies that join by paying membership fees on an annual basis from time to time. There are two levels of membership for mining companies: Foundation Membership, which costs \$25,000,<sup>7</sup> and Corporate Membership, which costs between \$1,500 and \$10,000, depending on the size of the company. Members at any level enjoy benefits such as discounted rates for courses<sup>8</sup> and library access, receipt of newsletters and reports, recognition in MDRU materials, and access to MDRU research teams.<sup>9</sup> In addition to these benefits, Foundation Members receive the following package:

- A seat on the Board of Directors;
- Preferred research partner, and first participation options;
- Early access to research products;
- Prominent recognition and promotion on all MDRU reports, and short course volumes;
- Corporate website link and logo on MDRU webpage;
- Promotional materials made available to students.<sup>10</sup>

As of January 2013, the Foundation Members of the MDRU are:

- ALS Minerals
- Anglo American Exploration Canada Ltd.
- Barrick Gold Corp.
- Eldorado Gold Corp.
- Goldcorp Inc.
- Independence Gold Corp.

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

- Kinross Gold Corp.
- New Gold Inc.
- Teck Resources Ltd.

In addition, there are 50 corporate members, three government members, and five individual members.<sup>11</sup>

Day-to-day management of MDRU operations is carried out by the director, who is “appointed by UBC on the mutual recommendation of the Board of Directors of MDRU [...] and the Department<sup>12</sup> on such terms and conditions as are agreeable to both parties and normally for a three to five year term, which may be renewed.”<sup>13</sup> The directorship is an administrative post, not an academic one. However, the guidelines state that “the director should be of such stature to qualify for Professorial status that would allow him or her to be appointed to a position within UBC that permits the supervision of graduate students and application for Natural Sciences and Engineering Research Council of Canada (NSERC) and other grants.”<sup>14</sup> The director is responsible to the head of the department, who conducts an annual review of the director’s performance and ensures that operation of the MDRU is consistent with UBC policy. The current director is Dr. Craig Hart; he is also a member of the department faculty.

The MDRU is governed by two main committees. The Research Generative Group is the largest of the two, consisting of the head of the department, the MDRU Director, the chief geologist of the British Columbia Geological Survey, the director of the Pacific Division of the Geological Survey of Canada, two members of the department teaching staff (appointed by the Head), and one representative from each member company. From among these, the group elects one member to serve as chair. The Research Generative Group identifies and recommends research priorities and programs for the MDRU to adopt and undertake.

The smaller committee is the Board of Directors, which is tasked with searching for and recommending a director, approving the annual budget, recommending external reviews when appropriate, and managing the strategic direction, future sustainability, and financial stability of the MDRU.<sup>15</sup> The Board consists of the vice-president research of UBC, the head of the department, the director, one representative from each foundation member, at least three independent persons invited by the foundation members (who are not to be Corporate Members),<sup>16</sup> and the chair of the Research Generative Group. The Board of Directors elects from among its members a chair.<sup>17</sup> Quorum for meetings of the board consists of 50% of its members, as long as a majority of these are industry representatives.<sup>18</sup>

### **Projects**

Any MDRU researchers, UBC faculty, external researchers, or industry representatives may propose research projects to the MDRU. The guidelines state that these proposals “shall be developed through a consultative process involving written proposals and meetings among potential researchers and potential sponsors.”<sup>19</sup> The Board of Directors regularly reviews these proposals, to ensure they fit within the strategic direction of the MDRU. Once a project is approved, the MDRU seeks industry sponsors to fund the project through grants-in-aid. The terms of sponsorship are governed by separate funding agreements.

## OPEN FOR BUSINESS – ON WHAT TERMS?

The number of ongoing projects at any one time varies. In 2010, for example, there were twelve ongoing projects, eleven new projects with funding, and four new projects with funds pending. The total financial value of the projects was approximately \$4 million.

The scale of MDRU projects also varies. One new project for 2010 – the “Yukon Gold Project” – had ten industry sponsors contributing a total of \$700,000 over three years, NSERC support at \$1 million over three years, and an additional \$300,000 from other sources. The projects supported one Research Associate, one Postdoctoral Fellow, one PhD student, four MSc students, and two BSc students. Another project – the “Tanjiashan Gold Deposit, China” – was funded by Eldorado Gold Corp. for \$101,660 over two years, and supported one MSc student.

All the projects are led by a principal investigator, who is (in most cases) either a university researcher<sup>20</sup> or a government or industry scientist. Projects are also managed by a primary project coordinator, who is typically a research associate or postdoctoral fellow. MDRU operational revenue supports the salaries of two administrative employees,<sup>21</sup> and the stipend of the director.<sup>22</sup> The salaries and stipends of project coordinators come from project funding. Financial support for graduate students and postdoctoral scholars working on specific projects comes from the corresponding project funding.<sup>23</sup>

### Assessment

In our view, the MDRU occupies a gray area when it comes to the role of the public university and the required separation between academic functions and private interests. On the one hand, there do not seem to be any direct threats to academic freedom, institutional autonomy, or academic integrity that arise from this collaboration. Faculty members are free to generate their own research ideas and to seek funding for them. The individual project agreements do not place limitations on the dissemination of results. The MDRU plays no role in setting curriculum or in evaluating students. Both the administrative functions and financial operations of the MDRU must conform to UBC policies. The MDRU presents no *prima facie* challenge to the values of the university that CAUT is committed to defend.

On the other hand, there are ways in which the MDRU indirectly influences the conduct of academic research at UBC. As explained above, the strategic direction of the MDRU is set by a majority of industry representatives. Because the MDRU operates as an independent research group and not as a university centre or department, it makes some sense that its research funders would play a role in setting the agenda. However, this agenda influences the projects that are approved and funded, and which involve a significant proportion of the faculty and student body of the Department of Earth and Ocean Sciences. We must wonder how much, over time, this arrangement causes the mission of the two to align. We must also question how free UBC researchers are to pursue original research when the funding is dominated by industry contributions, and proposals are required to be developed in conjunction with industry partners. Granted, this research takes place under the aegis of the MDRU, but it is academic research by UBC faculty and students nonetheless, and UBC is the official signatory to the individual project funding agreements.

Finally, we wonder where to draw the line between the governance of the MDRU and the academic, ostensibly collegial governance of the department. For example, the MDRU Guidelines state that the Board of Directors contributes to the choice of the director of the MDRU, but only insofar as his or her administrative role is concerned; UBC maintains sole authority over the appointment of the director to an academic post. Is this a specious distinction? Unlike the Balsillie School of International Affairs and the Centre for Oil Sands Innovation (both included in this Report), where collaborations establish separate centres of study dedicated to the pursuit of academic solutions to real-world problems, the MDRU is focused exclusively on applied research in support of the mining industry. As such, it operates as an arm of the mining industry at UBC, whose administrative and in-kind support reduces the cost of research for the companies involved. Is this the kind of business that public universities should be engaged in? At what point do the costs of mission creep and industry influence outweigh the benefits of student support and project funding? Although we do not have answers to these questions, they are important questions to ask when examining this, or any similar, collaboration.

### **Protection of Academic Freedom and Institutional Autonomy**

The MDRU Guidelines do not include specific protections for academic freedom. However, they do state that the director of the MDRU is responsible for “ensuring that MDRU activities comply with regulations and policies of UBC and those funding agencies that support MDRU programs.”<sup>24</sup> Also, the Head of the Department of Earth and Ocean Sciences “ensures the effective and efficient operations of MDRU programs with the department and that these occur in a manner consistent with UBC policy.”<sup>25</sup>

In addition, each individual project funding agreement includes the following statement (or similar): “UBC will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of this project.”<sup>26</sup> There is no publication delay imposed, although UBC must seek approval by the funder to disclose any proprietary data in published research results.

While peer-review is used in the evaluation and acceptance of research projects, this peer review is not impartial. Projects are developed in conjunction with the industry partners who will potentially fund the project. A variety of criteria not related to the academic merit of a project are used in the approval process.<sup>27</sup> Overall strategic research direction for the MDRU is set by the Board of Directors and the Generative Research Group, both of which are dominated by industry representatives.<sup>28</sup>

### **Protection of Academic Integrity**

There is a clear separation between the MDRU and the academic functions of the university. Members of the MDRU make no contributions to the department’s curriculum or its internal research agenda. While faculty, postdoctoral scholars, and students are engaged in MDRU research, the industry partners play no role in evaluating their performance. The admission of students, hiring of staff, and appointment of faculty is the sole purview of UBC.

Whether the long-term strategic goals of the department have been distorted by the presence of this collaboration is an open question. Clearly, the MDRU has provided the members of the Department of Earth and Ocean Sciences with tremendous support for research and training for over twenty years. It is clear through the promotion of the MDRU that UBC considers it to be a significant asset, in terms of attracting students, postdoctoral scholars, researchers, and faculty, and in terms of producing a large quantity of research output. The MDRU is “at the heart” of the department. As such, how can the mining industry *not* have influenced the evolution of the department? What safeguards, if any, has UBC put in place to shield the department from becoming, for example, the budget R&D arm of Barrick Gold? This is not clear.

The MDRU facilitates commercial marketing to students and staff. Promotional materials highlight the fact that students in the department are potential employees, and part of its vision is to “ensure the continuous flow of [...] highly-trained geologists for employment in the minerals industry.”<sup>29</sup> One of the stated benefits of foundation membership is that the company’s promotional materials will be made available to students.<sup>30</sup>

There is no provision in the MDRU Guidelines for termination of the collaboration. Some of the discussion in meetings of the Board of Directors indicates that the sustainability of the MDRU is based on maintaining sufficient membership. The individual project funding agreements likewise contain no provisions for termination, but they are generally short-term agreements, lasting one to three years.

### **Protection of Academic Knowledge Sharing**

The list of members, amount of membership fees, and general financial information is posted on the MDRU website, so there is transparency around the operational funding of the MDRU itself. Individual projects are summarized in annual reports,<sup>31</sup> although the amount of funding is not always made public. Redactions in the material we received through access to information requests indicate that some confidentiality is imposed on various project funding arrangements, but there is no contractual requirement that participants in a project may not disclose the details of that project, unless the information is proprietary.

Intellectual property provisions are consistent with the policies of UBC. Furthermore, the individual project funding agreements state that “Researcher and Sponsor intend to put all non-patentable results of this project into the public domain so that neither party will be restricted from disclosing results.”<sup>32</sup> Even more generally, “UBC owns any and all right, title and interest in and to any information, results, data, inventions, improvements, or any other intellectual property, whether patentable or not, arising from the Project.”<sup>33</sup>

### **Conflicts of Interest**

The MDRU Guidelines and the individual project funding agreements are silent on conflicts of interest. However, the guidelines state that the collaboration will conform to the policies of UBC. This presumably includes UBC’s conflict of interest policy.<sup>34</sup> The policy would apply to all researchers involved in a UBC-affiliated project, but would not apply to industry partners who fund projects.

## **Transparency**

Only one of the individual project funding agreements that we reviewed was for more than \$250,000.<sup>35</sup> Significant portions of this agreement were redacted, including the identity of the funder. None of the other agreements we reviewed was redacted.

The funding agreements include a provision for reporting to the sponsor company, but these reports are not made public. More generally, there does not seem to be any mechanism in place for evaluating the collaboration or reporting complaints and concerns, save the meetings of the Board of Directors.

## **The Role of Academic Staff**

The industry members of the MDRU do not intrude into the academic governance of the department, nor does the collaboration itself violate UBC policy or any collective agreements. As described above, the industry members also play no role in the academic affairs of the department, such as curriculum-setting or staff/student evaluation.

The collaboration is governed by a Board of Directors that is dominated by the industry partners. Quorum requirements stipulate that all meetings must have a majority of industry members in attendance. However, the day-to-day management of the MDRU is carried out by the director, who is an academic staff member.

## **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

The faculty and researchers involved in MDRU projects have academic freedom. The faculty members of the department who participate in MDRU projects are employed and paid by UBC (or their home university as the case may be). Other staff, such as research associates and postdoctoral scholars, may be paid from the funds for individual research projects. The MDRU does rely heavily on short-term, non-tenure track appointments in the management of individual projects.

## **Notes**

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<sup>1</sup> MDRU Brochure 2010, p 1.

<sup>2</sup> MDRU Brochure 2010, p 1.

<sup>3</sup> PowerPoint presentation, UBC and Dept. of Earth and Ocean Sciences, slide 5. (Hard copy received through access to information request).

<sup>4</sup> MDRU Year End Financial Information, 2009. Because membership fluctuates, the MDRU experiences periods of boom and bust. In the minutes of Board meetings during a time when the MDRU had only four Foundation Members and had lost a number of corporate members, there was clear concern expressed about the financial viability of operations. However, during periods where membership is higher, the MDRU is able to accumulate an operational surplus to cover off any leaner years ahead. Currently, the MDRU membership is relatively healthy and, one must assume, so are its finances.

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<sup>5</sup> Our understanding of MDRU finances is general. We did not have access to detailed financial records, only to summary reports presented as part of meetings of the Board of Directors, and the audited financial statements included in the 2006, 2007, and 2008 annual reports (the only reports posted on the website).

<sup>6</sup> While UBC is the main stakeholder, the university has delegated much of the administration of the MDRU to the Department of Earth and Ocean Sciences, where the MDRU is housed.

<sup>7</sup> The \$25,000 is a one-time fee, and after the first year Foundation Members pay the same as Corporate Members in order to maintain their foundation membership privileges.

<sup>8</sup> These are not UBC courses, but professional courses and seminars offered to researchers affiliated with the MDRU, employees of the member companies, and the public.

<sup>9</sup> The MDRU Brochure states, “Engage with MDRU research across a range of levels: support a student PhD or MSc project whose work directly bolsters your project, embed an MDRU researcher in your on-site work, or place a valued employee within the MDRU/UBC research environment. Additionally, our researchers are available for direct engagement, providing advice for conceptual targeting or strategic planning exercises. All Corporate Members also have the unique opportunity to join Consortium Research projects.”

<sup>10</sup> MDRU Brochure 2013, p 3. The final benefit is consistent with the MDRU’s claim that “our graduate students are your next highly qualified employees.” (MDRU Brochure 2010, p 2)

<sup>11</sup> MDRU website, [www.mdru.ubc.ca](http://www.mdru.ubc.ca)

<sup>12</sup> Any references to “the Department” indicate the Department of Earth and Ocean Sciences.

<sup>13</sup> MDRU Guidelines, p 2.

<sup>14</sup> MDRU Guidelines, p 2.

<sup>15</sup> MDRU Guidelines, p 2.

<sup>16</sup> The current “independent” Board members are James Franklin (Franklin Geosciences), Neil Adshead (Passport Capital), Ian Graham (Discovery Harbour), and John McDonald (Independent). Discovery Harbour Resource Corp. is a Corporate Member of the MDRU, so it would seem that Ian Graham’s membership on the Board contradicts the Guidelines, but it could be that the Board exercises its discretion in allowing for exceptions from time to time.

<sup>17</sup> The current chair is Bob Holroyd from Teck Resources.

<sup>18</sup> MDRU Guidelines, p 3.

<sup>19</sup> MDRU Guidelines, p 6.

<sup>20</sup> Not necessarily a UBC researcher. The MDRU includes among its associates faculty from other universities, such as the University of Alberta, the University of Leeds, and Oregon State University.

<sup>21</sup> A financial officer and a resource co-ordinator. The MDRU pays for additional part-time administrative help on an occasional basis.

<sup>22</sup> 2010 MDRU Report of the Director.

<sup>23</sup> See note 5.

<sup>24</sup> MDRU Guidelines, p 2.

<sup>25</sup> MDRU Guidelines, p 2.

<sup>26</sup> Grant-in-aid Agreement between UBC and Anglo American Exploration, December 7 2006.

<sup>27</sup> “Many of these projects have been accepted for strategic reasons, such as attracting new corporate members or strengthening technical expertise in key areas.” (2009 MDRU Report of the Director)

<sup>28</sup> MDRU Guidelines, p 2-4, 6.

<sup>29</sup> MDRU Brochure 2013, p 1.

<sup>30</sup> MDRU Brochure 2013, p 3.

<sup>31</sup> Although the most recent of these that is publicly posted is from 2008.

<sup>32</sup> Grant-in-aid Agreement between UBC and Barrick Gold Corporation, March 31 2008.

<sup>33</sup> Grant-in-aid Agreement between UBC and Barrick Gold Corporation, March 31 2008.

<sup>34</sup> UBC Policy 97, <http://universitycounsel.ubc.ca/files/2012/02/policy97.pdf>.

<sup>35</sup> “Footprints of porphyry Cu deposits: Vectors to the hydrothermal centre using mineral mapping and lithogeochemistry,” June 27 2007.

## 7. Vancouver Prostate Centre

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### **SUMMARY**

#### **Participants**

- The University of British Columbia (UBC)
- Pfizer Inc.
- British Columbia Cancer Agency (BCCA)

#### **Amount**

- \$9 million over three years provided by Pfizer<sup>1</sup>

#### **Term**

- March 1 2009 - April 30 2012<sup>2</sup>

#### **Brief Project Description**

The purpose of the collaboration established by the Collaborative Research Agreement (hereafter ‘Agreement’) under review is to pursue “the discovery and validation of targets for the treatment and/or the prognosis or diagnosis of breast and prostate cancer.”<sup>3</sup> In order to fulfill this purpose, the agreement outlines how research plans relevant to the core aim may be initiated (by any of the three parties to the agreement), the process by which the “Research Committee” approves the research plans, and how the approved research plans are implemented.

#### **Documents reviewed**

The text of the agreement was obtained through an access to information request. A significant portion of Exhibit A (“UBC Initial Research Plan & Budget”) was redacted. Press releases and websites were also reviewed.

### **COMMENTARY**

#### **Overview**

The pharmaceutical industry’s investment in British Columbia is substantial. Pfizer alone has invested approximately \$25 million in research and development in the province since 2007.<sup>4</sup> Other drug companies, such as Takeda Pharmaceuticals and AstraZeneca,<sup>5</sup> have donated funding to the Vancouver Prostate Centre (VPC) specifically. UBC and Vancouver General Hospital operate the VPC as a National Centre of Excellence and a Centre of Excellence for Commercialization and Research, with numerous other partners, including Genome Canada,

the Canadian Cancer Society, and the government of Canada, contributing in various ways. The collaboration with Pfizer is only one small part of the VPC's work.<sup>6</sup>

The VPC is run by an Executive Director, who is appointed by the Board of Directors of the VPC, a mix of academic scientists, clinical researchers, and industry representatives. The current Executive Director is Dr. Martin Gleave of the UBC Faculty of Medicine. All but two of the eighteen clinical researchers and scientists on the VPC team are professors at UBC, and their work at the VPC constitutes their academic output *qua* UBC academic staff.

The agreement under review delineates a particular area of goal-setting and decision-making within the operations of the VPC. The parties constitute a Research Committee where each member has one vote, and where all decisions must be unanimous. The Research Committee reviews and approves research plans, and coordinates the dissemination of research results. In its tasks, the Research Committee is guided by the purpose of the program: “to identify novel oncology drug, diagnostic, and theranostic targets, and to validate novel oncology drug targets.”<sup>7</sup> Disagreements between members of the Research Committee are first referred to senior management of the parties, and then to the courts.<sup>8</sup>

The parties to the agreement are bound by detailed confidentiality requirements, particularly with respect to another party's data. However, each party has greater freedom in how it treats its own confidential material. The parties are furthermore restricted in their actions by detailed intellectual property and patent/licensing protocol, which in some cases grants to Pfizer the option to assume commercial ownership of products, data, or inventions generated by UBC or the BCCA. Pfizer also retains the right to assume patent rights of any program product if another party to the agreement elects not to file a patent application.

### **Protection of Academic Freedom and Institutional Autonomy**

The agreement is silent on academic freedom. It may be presumed from this silence that, for UBC academic staff involved in the project, the academic freedom language of the UBC Faculty Association (UBCFA) collective agreement applies.<sup>9</sup> However, as the VPC is a separate legal entity from UBC, there is significant ambiguity on this question. Can UBC faculty members whose research falls under the aegis of the VPC expect academic freedom in their work? We believe they can, and as such, the terms of the agreement threaten academic freedom.

First, UBC faculty involved in the collaboration must apply for research funding to the Research Committee.<sup>10</sup> The Research Committee consists of up to three representatives from each of UBC, the BCCA, and Pfizer. Each party, no matter how many representatives they appoint, has one vote in all decision of the Research Committee. Furthermore, all decisions of the Research Committee must be unanimous. Therefore, any party has veto power over any decision, including the approval of research plans and funding. In cases where the parties cannot agree, such as when a veto is used, the decision is referred to senior management of the parties. It is unlikely that, in cases where the interests of a party are affected by a particular decision, senior management's positions will differ from those of their representatives. If the decision cannot be made at this step, it is referred to the BC courts.<sup>11</sup> In effect, any party may unilaterally hold a decision hostage for years.

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

Second, because the Research Committee does not necessarily comprise academic researchers, the funding decisions are not made by impartial peer review.<sup>12</sup> Indeed, research plan and funding decisions for UBC academic staff are directly influenced by the donor.

The dissemination of research results is tightly controlled by the terms of the agreement.<sup>13</sup> While the agreement recognizes “the traditional freedom of all scientists to publish and present promptly the results of their research,”<sup>14</sup> it requires that any proposed publications be presented to Pfizer for review at least 45 days before submission to a third party. This period may be extended by an additional 30 days. If Pfizer finds any material in the publication objectionable, the parties “agree to work together to revise the proposed disclosure or remove or alter the Objectionable Material in a manner acceptable to the relevant Parties,”<sup>15</sup> although in all cases the objectionable material must be removed.<sup>16</sup> If either UBC or BCCA wish to publish research results that contain material that Pfizer finds objectionable, it must wait six months to do so.

Confidentiality is also closely guarded by the agreement. Each party commits to a 10-year confidentiality period<sup>17</sup> for any material designated as confidential by any other party. UBC also agrees that any of its employees and students who have access to confidential information will be “bound by agreement to maintain such information in confidence with obligations of care and confidentiality at least as restrictive as those in this agreement.”<sup>18</sup>

The question of institutional autonomy is clear: by entering into this agreement, UBC has bound itself to the interests of Pfizer. The donor is able to exercise a veto over the research plans of UBC academic staff.

### **Protection of Academic Integrity**

As the VPC is separate from the university, there is a clear separation between the donor and UBC’s educational programs. Neither the donor nor any other partner has input into the design of curriculum, the admission or evaluation of students, the hiring of staff, or other core academic functions.

Furthermore, it seems that participation in the collaboration is optional (i.e. a researcher actively pursues affiliation with the Centre), and the choice not to participate would have no adverse impact, other than making unavailable a source of funding and equipment.

### **The Protection of Academic Knowledge Sharing**

As the partnership between Pfizer and UBC is well-documented in the press, the project participants are clearly free to publicize the source of funding. However, their freedom to access and publicize research material is closely controlled. In addition to the confidentiality requirements summarized above, the agreement sets out rigorous intellectual property provisions that differ from the policies of UBC.<sup>19</sup>

The parties enter the agreement with ownership of their own intellectual material, and the agreement alters this ownership only as the material is improved in the course of a research plan. For intellectual property generated jointly by UBC and Pfizer, ownership rests solely with UBC.

## OPEN FOR BUSINESS – ON WHAT TERMS?

At the same time, the agreement stipulates that UBC grants to Pfizer an exclusive license to commercialize any UBC material created in the course of the partnership. UBC furthermore grants to Pfizer the option to negotiate an exclusive license on any UBC inventions created in the course of the partnership.

Prior to the licensing of UBC material to Pfizer, UBC has the option of filing for patent rights. If it chooses not to, those rights pass to Pfizer, who may pursue the patent.<sup>20</sup>

The terms governing intellectual property and patent rights in this agreement, are *prima facie* no more restrictive than the university's own policy. However, when implemented in conjunction with the strict confidentiality requirements and the silence on academic freedom, it can have the effect of severely limiting the use and distribution of the academic knowledge generated by the UBC academic staff involved in the collaboration.

### **Conflicts of Interest**

The agreement includes one provision precluding an outside party or employee from gaining rights to material as a result of their participation in the collaboration.<sup>21</sup> No other statements regarding conflict of interest appear in the agreement.

### **Transparency**

The agreement is not a public document. It was obtained for review through an access to information request, and significant portions of the initial research plan were redacted.

Ongoing assessment of the collaboration is conducted by the Research Committee on a regular basis. The Research Committee is required to keep minutes, but these are not public. Detailed expenditure reports are kept by UBC and BCCA, and may be subject to external review at the request of Pfizer.

The agreement outlines no other mechanisms for the collection and tracking of feedback, complaints, or concerns.

### **The Role of Academic Staff**

The structure of the collaboration keeps it at arm's-length from the academic affairs of the university. At the same time, UBC academic staff members who participate in the collaboration are subject to a different set of rules than they would be if their work was based solely within a university department. As we suggest above, this arrangement necessarily affects the delivery of the academic mission.

The agreement is governed equally by UBC, BCCA, and Pfizer through the Research Committee, which – in terms of voting power – leaves academic staff in the minority. The day-to-day management of the agreement rests with the VPC, and therefore with the Executive Director (currently a UBC academic staff member).

## Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure

The agreement under review does not provide for the hiring of staff. Each party appoints its own representatives to the Research Committee, and research plans are submitted by the research staff of the three parties. Therefore, the agreement is neutral in terms of supporting tenure and the security of employment.

### Notes

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<sup>1</sup> The Collaborative Research Agreement does not specify the amount that Pfizer will contribute to the project. Press releases announcing the collaboration state, “Pfizer is entering into a three-year, \$9-million research collaboration with the BC Cancer Agency and the Vancouver Prostate Centre, a University of British Columbia (UBC) and Vancouver General Hospital (VGH) Centre of Excellence...” (Joint News Release, December 3 2009) The Collaborative Research Agreement outlines the terms of the collaborative project, and is between UBC (not any of its centres), Pfizer Inc., and the BC Cancer Agency.

<sup>2</sup> According to a subsequent email inquiry to the UBC Access and Privacy Office, we were informed that the stated expiry date is a revision from a previous date, negotiated November 14 2011. We were also informed that we would need to submit new information requests in order to review the renewals to this Agreement. Our follow-up to the UBC Industry Liaison Office regarding extensions or renewals to this Agreement was not fruitful; the Office refused to even acknowledge the existence of the Agreement, despite our quoting directly from it via email. This secrecy is not uncommon, and it poses serious challenges to any university community concerned about transparency and accountability.

<sup>3</sup> Agreement, p 1.

<sup>4</sup> Joint News Release, December 3 2009.

<sup>5</sup> Approximately \$1 million (VPC Press Release, May 20 2010) and approximately \$2.1 million (VPC Press Release, March 4 2010), respectively. In addition, Novartis has made donations of cell lines and proprietary data to the Vancouver Prostate Centre (VPC Press Release, October 29 2010). The VPC has an ongoing research partnership with MDRNA Inc., a drug discovery and development company (PC-TRiADD News Release, November 24 2009).

<sup>6</sup> For more information on the VPC, see <http://www.prostatecentre.com>.

<sup>7</sup> Agreement, p 7.

<sup>8</sup> “The Parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with it or from it, by escalating such dispute to senior management representatives of the Parties. If the dispute remains unresolved for more than 45 days after such referral, the parties hereby submit themselves to the jurisdiction of the courts located in the Province of British Columbia, Canada.” (Agreement, p 27)

<sup>9</sup> The protection of academic freedom is found in the preface to the UBCFA collective agreement (“Agreement on the Framework for Collective Bargaining”) Strong support for academic freedom for UBC-FA members is found in the Bryson arbitration decision ([http://www.facultyassociation.ubc.ca/docs/arbitrations/arb\\_bryson2004.pdf](http://www.facultyassociation.ubc.ca/docs/arbitrations/arb_bryson2004.pdf)).

<sup>10</sup> Agreement, p 7-10.

<sup>11</sup> Agreement, p 26-27.

<sup>12</sup> Of the three Pfizer appointees to the initial Research Committee, two were company scientists and one was a business officer.

<sup>13</sup> Agreement, p 13.

<sup>14</sup> Agreement, p 13.

<sup>15</sup> Agreement, p 13.

<sup>16</sup> Objectionable Material is defined in the Agreement as “Pfizer Confidential Information.”

<sup>17</sup> “...during the term of this Agreement and for seven (7) years thereafter...” (Agreement, p 11)

<sup>18</sup> Agreement, p 12.

<sup>19</sup> In short, the Agreement under review does not vest IP with the creator, or reinforce the right of IP creators to maintain a share of ownership even when UBC assumes the costs of commercialization. The UBC policy, it should

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be noted, does acknowledge that research sponsorship agreements may supersede UBC policy. If this is the case, it would be important for the UBC Faculty Association to be involved in the negotiation of any research sponsorship agreement that imposes a different IP regime on UBC faculty. Agreement IP provisions are found on p 15-18. UBC IP policy is here: <http://www.uilo.ubc.ca/uilo/knowledge-mobilization/ip>.

<sup>20</sup> This provision, and those described in the previous paragraph, apply equally to the BCCA.

<sup>21</sup> “No third party including any employee of any Party to this Agreement, will have or acquire any rights by reason of this Agreement. Nothing contained in this Agreement shall be deemed to create partnerships with each other or any third party.” (Agreement, p 27)

## **B. PROGRAM COLLABORATIONS**

### **1. Balsillie School of International Affairs**

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#### **SUMMARY**

##### **Participants**

- The Centre for International Governance Innovation (CIGI)
- University of Waterloo (UW)
- Wilfrid Laurier University (WLU)

##### **Amount**

The agreement under review does not contemplate a monetary gift, donation, or bequest.<sup>1</sup> Rather, the agreement establishes the Balsillie School of International Affairs (BSIA), to which each party will devote resources.<sup>2</sup>

##### **Term**

The agreement has no specified term. It was ratified by the Senate of Wilfrid Laurier University on February 2 2012 and by the Senate of the University of Waterloo on February 27 2012. The Memorandum of Understanding, which clarifies points in the original agreement, was signed by the parties between October 10 and October 17 2012.

##### **Brief Program Description**

The Balsillie School of International Affairs was established in 2007 as a collaboration between the University of Waterloo, Wilfrid Laurier University, and the Centre for International Governance Innovation, an independent Waterloo-based<sup>3</sup> think tank that “supports research, forms networks, advances policy debate and generates ideas for multilateral governance improvements.”<sup>4</sup> The mandate of the BSIA is to support academic programming, promote collaborative research, and conduct outreach, in the field of global governance.

##### **Documents reviewed**

We reviewed the BSIA governance document, and the subsequent Memorandum of Understanding between the parties, which clarifies items in the governance document.

## **COMMENTARY**

### **Overview**

The Balsillie School of International Affairs is an interdisciplinary institute of study operated jointly by the three partners: the University of Waterloo, Wilfrid Laurier University, and the Centre for International Governance Innovation. It offers three graduate degrees. The Masters in International Public Policy is offered by Wilfrid Laurier. The Masters of Arts in Global Governance is offered by the University of Waterloo. The PhD in global governance is offered jointly by the two institutions. The school strives to operate according to collegial governance. As such, the BSIA Board of Directors is advised by a larger Council that comprises all the faculty of the BSIA, as well as staff and student representatives.

All academic programs in the BSIA are conducted by the two university partners, who also conduct their own staff hiring and student admittance procedures. Prospective students apply to the universities directly, not to the BSIA, and degrees are likewise conferred by the respective university through which a student is enrolled in one of the school's programs. The BSIA faculty are academic staff members of either WLU or UW, as is the director. The BSIA has funding for student support through Balsillie Fellowships (valued at \$25,000 per year). Like admission applications, the fellowship applications go directly to the universities.

The governance document and the Memorandum of Understanding outline a very clear separation between the academic functions of the university partners, and the role that the private partner will play. In our view, the collaboration under review is an example of one that maintains the academic freedom of faculty and researchers, the institutional autonomy of the university, and the integrity of the academic mission.

### **Protection of Academic Freedom and Institutional Autonomy**

Both the BSIA governance document and the subsequent Memorandum of Understanding provide explicit protection for academic freedom. The governance document states that the "BSIA fully respects principles of academic freedom and will not hinder or impede the exercise of academic freedom by BSIA Members."<sup>5</sup> The memorandum is more explicit in its stated commitment to academic freedom, and acknowledges that an academic staff member's association with or appointment to a BSIA program in no way erodes the academic freedom she enjoys at her home institution.<sup>6</sup>

The agreement provides for application to limited internal research funds by academic staff and students. The selection process is not carried out by the BSIA per se, but by the respective institutions. The governing document states, "Internal BSIA funding for outreach and collaborative research activities shall be allocated in accordance with an impartial peer review process that meets the strictest of the collaborating institutions' conflict of interest guidelines."<sup>7</sup> The memorandum clarifies that neither the BSIA Board of Directors nor the Director of the School will have any determinative role in the granting of research funding.<sup>8</sup> Both documents also protect the dissemination of research results, and the participation in research and scholarly activities outside the scope of the BSIA's strategic research plan.<sup>9</sup>

### **Protection of Academic Integrity**

When read together, the governing document and the Memorandum of Understanding provide adequate protection for the academic integrity of UW, WLU, and the BSIA. While the parties are equally responsible for the designation of certain programs as BSIA Academic Programs, the “universities have exclusive authority over BSIA Academic Programs, which includes curriculum, student recruitment, student admissions, student evaluation, awarding of degrees, as well as employment of faculty in accordance with either the Memorandum of Agreement (for UW faculty) or the collective agreement (for [WLU] faculty).”<sup>10</sup> The evaluation of academic staff likewise remains the purview of the home institutions using their established processes, including the evaluation of CIGI Research Chairs.<sup>11</sup> Just as in the realm of academic freedom, the Memorandum of Understanding further clarifies that the board of directors of the BSIA and the director of the BSIA play no determinative role in any academic matter.<sup>12</sup>

The separation of the BSIA Board from the academic matters of the school extends to the setting of the strategic research plan for the school. Although the board is required to endorse the research plan presented from time-to-time by the director of the school, this plan is intentionally overarching and generic,<sup>13</sup> and it guides the activities of the school only “to the extent permitted by the rights and obligations of the collaborating institutions.”<sup>14</sup> Individual research projects conducted under the aegis of the BSIA and the work of individual scholars associated with the BSIA do not require the endorsement of the board.<sup>15</sup>

The documents under review do not contemplate a conclusion to the collaboration. However, they do include a rigorous dispute resolution process. If the dispute concerns an academic program, then the university responsible for that academic program will submit the dispute to its own governance processes. Should the dispute involve a non-academic matter, it is referred to the BSIA Board of Directors, who – if unable to achieve consensus or a valid majority vote – will pass the dispute on to the presidents of the three parties, who have twenty days to achieve resolution. Following this stage, any unresolved disagreements are submitted to arbitration.<sup>16</sup>

### **The Protection of Academic Knowledge Sharing**

One of the main purposes of the BSIA is to perform outreach in the field of global governance, and this outreach consists of the intellectual capital of the members of the BSIA – academic staff, fellows, chairs, and students. The dissemination of research conducted under the aegis of the BSIA is encouraged. The association of CIGI with the BSIA is a well-known fact,<sup>17</sup> and the association is meant to create in Waterloo a “hub in a global network” of scholars in this field.<sup>18</sup> The governing document and the Memorandum of Understanding place no restrictions on the dissemination or use of academic research, or on the BSIA members’ capacity to speak publicly about the school or its affiliations.

Intellectual property provisions in the governing document are consistent with fair use and with university policy. Members of the BSIA are required to grant non-exclusive licenses for any intellectual property produced with BSIA resources, but these licenses are for internal, educational uses, consistent with best practices in the university sector.<sup>19</sup>

## **Conflicts of Interest**

While the governing document and the Memorandum of Understanding do not contain their own conflict of interest provisions, they do explicitly reference and rely up on the conflict of interest policies of the universities in regards to the allocation of research funding.<sup>20</sup>

## **Transparency**

The governing document and the Memorandum of Understanding are both public documents, posted prominently on the BSIA website.<sup>21</sup>

The director of the school must report annually to the board on the BSIA’s “notable activities and accomplishments,”<sup>22</sup> but these reports do not seem to be made public.<sup>23</sup> The documents under review do not describe any mechanisms for tracking and recording complaints or for making regular, independent, and public assessments of the program.

## **The Role of Academic Staff**

As described above, the universities maintain their own governance and academic policies while participating in the collaboration. The BSIA, as a separate entity, has its own governance processes, but these do not influence the planning or delivery of the BSIA’s academic programs, which remain the sole purview of the universities. The Memorandum of Understanding clarifies the point by stating, “the powers of the BSIA board are subject to the governance structures of the parties.”<sup>24</sup>

The BSIA director carries out the day-to-day management of the school, with support from the management team. The management team consists of the director, two associate directors (one from each university), and a senior manager from CIGI. Final approval of the budget and the strategic research direction<sup>25</sup> rest with the board of directors, which consists of six members: a senior administrator from each party, an additional faculty member from each of UW and WLU, and an additional CIGI representative. The director of the school serves in an ex-officio capacity.

The director of the school is a member of the faculty at either UW or WLU, who is seconded from this position (or takes leave) for the duration of the appointment as director. Although she or he is an academic, the BSIA director is primarily an administrator “whose role is confined to the performance of the administrative duties set out in Annex A to the governance document.”<sup>26</sup> Those duties are:

- Preparing, submitting to the board, and managing the annual budget;
- Supervising all BSIA employees;
- Establishing working groups or committees to provide appropriate guidance and advice in support of her or his responsibilities;
- Promoting BSIA’s visibility and impact through outreach;
- Identifying resources for, coordinating and generally overseeing BSIA’s collaborative research activities; and

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

- Discharging any and all additional responsibilities specified in her or his letter of appointment.<sup>27</sup>

The director is also responsible for fostering an atmosphere of collegiality, promoting BSIA's reputation, and other value-added tasks. As noted above, the director "has no role whatsoever in any academic matter," including the allocation of research funding and the appointment of CIGI Research Chairs.<sup>28</sup>

### **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

UW and WLU employ and pay the academic staff that they appoint to the BSIA. These academic staff are intended to be full-time, tenure-track appointments covered by the academic freedom (and other) provisions of their respective employment contracts. Therefore, the collaboration at issue does not undermine the security of employment or the value of tenure.

### **Notes**

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<sup>1</sup> To be clear, Basillie School of International Affairs was established through a "Deed of Gift and Collaboration Agreement" made in 2007. However, this review is based on the governance agreements made in 2012, which do not involve money.

<sup>2</sup> Specifically, "The two universities employ BSIA faculty and offer BSIA's academic programs. CIGI, as a think tank, uses its in-house expertise and its worldwide network of practitioners to help inform and guide BSIA's outreach and collaborative research." BSIA Governance Document (hereafter "GovDoc"), p 1.

<sup>3</sup> In fact, CIGI shares a campus with the BSIA.

<sup>4</sup> From <http://www.cigionline.org/about>.

<sup>5</sup> GovDoc, p 2.

<sup>6</sup> "At all times, BSIA Faculty retain all rights and responsibilities accorded to them in their appointment to UW or WLU to engage in research and scholarly activities, including the right to engage in research and scholarly activities not specifically contemplated by the BSIA Strategic Research Plan or any other plan developed by BSIA in accordance with the BSIA Strategic Plan. This includes, but is not limited to, the right to apply for internal or external funds, to freely engage in research partnerships and alliances, and to establish their own research priorities without interference from CIGI, the BSIA Board or the Director." Memorandum of Understanding (hereafter MoU), p 2.

<sup>7</sup> GovDoc, p 2.

<sup>8</sup> MoU, p 2.

<sup>9</sup> GovDoc, p 3; MoU, p 2.

<sup>10</sup> GovDoc, p 2.

<sup>11</sup> And further, "In the event that a CIGI Research Chair appointment is terminated, the former chair holder will be subject to the terms and conditions of the contract of employment at her or his home university." GovDoc, p 15.

<sup>12</sup> For example, "As Director, he or she has no role whatsoever in any academic matter related to any program offered by either university, including no decisive role in appointment of faculty and chairs and selection of students, including without limitation BSIA Academic Programs." MoU, p 2.

<sup>13</sup> According to the MoU, the strategic research plan refers only to the high-level "advancement of multi-lateral and global governance." MoU, p 3.

<sup>14</sup> GovDoc, p 13.

<sup>15</sup> MoU, p 3.

<sup>16</sup> MoU, p 3.

<sup>17</sup> See note 3.

<sup>18</sup> GovDoc, p 1.

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<sup>19</sup> “Except as otherwise provided by contract or at law, BSIA Members own the intellectual property (IP) they create. BSIA Members acknowledge and grant to BSIA, UW, Laurier, and/or CIGI, as appropriate, a non-exclusive, royalty-free, irrevocable, and non-transferable right to use IP created with the benefit of BSIA facilities and resources, for internal, non-commercial educational and research purposes.” GovDoc, p 3.

<sup>20</sup> See note 7

<sup>21</sup> [www.balsillieschool.ca/about/governance](http://www.balsillieschool.ca/about/governance).

<sup>22</sup> GovDoc, p 5.

<sup>23</sup> At least, they were not found on the parties’ websites.

<sup>24</sup> MoU, p 3.

<sup>25</sup> As noted previously, the MoU defines the strategic research direction as the overarching mandate of the School, and not as a metric for specific research projects.

<sup>26</sup> MoU, p 2.

<sup>27</sup> GovDoc, p 4.

<sup>28</sup> See note 11.

## 2. Munk School of Global Affairs

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### **SUMMARY**

#### **Amount**

- \$35 million from The Peter and Melanie Munk Charitable Foundation (Donor)
- \$39 million in endowment income from the University of Toronto (UofT)
- \$25 million from the Province of Ontario

#### **Term**

The agreement was signed on November 23 2009. The first transfer of funds by the donor to UofT began in 2010 and will continue through 2017. An additional disbursement will occur at some point in the future, but not before 2017.

#### **Participants**

- The Peter and Melanie Munk Charitable Foundation
- The University of Toronto
- The Province of Ontario (only a participant in the sense of having contributed funding for capital and infrastructural improvements; the province will not be a partner in the administration of the agreement)

#### **Brief Project Description**

The agreement sets out the framework for a large donation (the largest donation by a single donor in the University of Toronto's history) which will be used to expand the existing Munk Centre for International Studies into the Munk School of Global Affairs. The new school will subsume the Centre and include numerous other programs, including a Masters program in Global Affairs and a PhD program in the Dynamics of Global Change. A directorship, six endowed chairs, and five endowed fellowships, as well as a branding and communication strategy will be supported by the donor's gift. The endowment funding contributed by UofT will support further remuneration, graduate student support, and operational costs. The provincial funding will go toward capital improvements of the former Dominion Observatory on Bloor Street, which will be renovated to house the new school, and toward construction of a new tower adjacent to the renovated building, into which the school will expand at some point in the future.

#### **Documents reviewed**

We reviewed the full text of the Memorandum of Agreement between the donor and the UofT. We also reviewed various reports and commentaries on the agreement which have appeared in the local press between the time of its signing and the present.

## **COMMENTARY**

### **Overview**

The relationship between UofT and Peter Munk is long-standing. A large donation in 1996 enabled the establishment of the Munk Centre for International Studies, a large inter-disciplinary hub that brings together many fields of the social sciences and supports many students, postdoctoral fellows, visiting scholars, and cross-appointed faculty members. Peter Munk has also made a number of donations totalling \$40 million to UofT's affiliated hospitals. In reference to the newest donation, for the establishment of the Munk School of Global Affairs, UofT President David Naylor has claimed that Munk "wanted his alma mater to host a world-beating school that would attract the best and brightest from across Canada and around the world."<sup>1</sup>

The agreement under review sets out the terms for a \$35 million donation from the Peter and Melanie Munk Charitable Foundation that, in combination with a \$39 million endowment commitment from the University of Toronto and a \$25 million commitment from the Province of Ontario, will be used to establish the Munk School of Global Affairs. The first \$20 million of the donor's contribution will be paid out over eight years, 2010-2017: \$5 million in each of 2010, 2011, and 2012, and \$1 million in each remaining year. In each year, portions of the total annual donation will be allocated to separate funds, such as the Directorship Fund, the Chairs Fund, the Fellowship Fund, and the Branding Fund.<sup>2</sup> The final \$15 million will be paid upon the satisfactory achievement by the School of its "Objective." The objective of the School is to become one of the world's leading institutions for research, study and teaching in international studies.<sup>3</sup> The determination that the school has achieved its objective will be made by the donor, as informed by an external review by a blue ribbon panel to take place in the 2015/2016 academic year.

The university's commitment consists of the equivalent of \$39 million in endowment income, in addition to the \$60 million in endowment income already supporting the Munk Centre. The income will support the expansion of graduate programs, the increase in cross-appointed faculty members, salary costs for endowed chairs, and core operating funding increases. The university will also designate the "Heritage Mansion"<sup>4</sup> on its campus as the headquarters of the school. The agreement stipulates that space at the "Heritage Mansion" will be shared by the school with the Canadian International Council (CIC), a private think-tank whose mailing address is currently at the Munk Centre. The Peter and Melanie Munk Charitable Foundation is a major financial sponsor of the CIC.

The province's commitment of \$25 million will go toward capital improvements: \$13 million for renovation of the "Heritage Mansion" and \$12 million toward the construction of an additional adjacent building.

The agreement outlines in detail the use of the donor's funds. There will be one director of the school, six endowed chairs, and five endowed fellowships (to support senior and junior visiting fellows as well as "diplomats at home and abroad, journalists, public servants and corporate leaders" to serve as resident fellows).<sup>5</sup> The donation will also support a Branding Fund, "established to enhance the ongoing communications and programming presence and strategy of

the school.”<sup>6</sup> The objectives of the branding exercise are laid out in detail; this is in addition to the naming and signage provisions of the agreement.

This agreement, on its face, respects the academic freedom of UofT’s academic staff and preserves the academic integrity of the school. However, there are numerous provisions of the agreement that grant to the donor excessive discretion in determining the mandate and direction of the school. These provisions violate institutional autonomy, in that they remove from the academic staff the process of collegial self-governance and place that power in the hands of an external body. As a result, both academic freedom and academic integrity are threatened.

### **Protection of Academic Freedom and Institutional Autonomy**

Recital J of the agreement<sup>7</sup> includes an affirmation by both parties of “academic freedom and freedom of research as described in the university’s statement on freedom of speech and in article 5 of the Memorandum of Agreement between the University and the University of Toronto Faculty Association.” Critics of the agreement have pointed out implicit threats to academic freedom in the agreement.<sup>8</sup> For example, the director of the school is required to report regularly to the donor’s board of directors on “the programs, activities and initiatives of the school [...] and to describe the progress of the school in realizing the vision of the global pre-eminence in international studies.”<sup>9</sup> Also, the final \$15 million of the \$35 million gift is held back until the donor is satisfied that the school has met its goals, as judged solely by the donor.<sup>10</sup> However, despite these implicit threats, we found no explicit violations of academic freedom in the agreement.

At the same time, the agreement includes provisions that, in effect, bind the university to the dictate of the donor, and therefore violate institutional autonomy. First, and most generally, there is no record of the agreement passing through the regular governance channels of the university. The terms of the agreement did not come before the Governing Council (despite the fact that the Governing Council is the official “partner”) nor before the Academic Board (the UofT equivalent of Senate).<sup>11</sup> The terms of the agreement, therefore, were never subjected to collegial governance, i.e. to consideration and discussion by the members of UofT’s academic community.

Next, the withholding of the final \$15 million of the gift until the donor has concluded that the school has achieved its objectives may be an implicit threat to academic freedom, but it is an explicit violation of institutional autonomy. While universities often solicit external reviews of programs in order to develop strategies for improvement and augmentation of scholarship and teaching, it is quite exceptional for a university to agree that a donor’s judgment of the scholarly achievements of a program would constitute the decisive opinion on the matter.

Assisting the donor in making its judgement of the quality of the school will be a “Blue Ribbon” panel comprising “external reviewers from leading institutions internationally,”<sup>12</sup> who will assess the progress the school has made toward becoming one of the top schools of international studies globally. The review will take place during the 2015/2016 academic year. Article 13 of the agreement states that the university will undertake the review according to the process described in Schedule G of the agreement;<sup>13</sup> Schedule G in turn states generally that “The university

commissions regular reviews of academic units to ensure that the units are aligned with the university's objective [...]."<sup>14</sup> While it appears the donor will have no input into the composition of the Blue Ribbon panel, there is no statement expressly proscribing this. There is also no provision requiring that the external reviewers be academics. If the Blue Ribbon panel finds that the School has not achieved its objective, the "university covenants and agrees with the donor that it will, at its expense, take all steps possible to implement the panel's recommendations with a view to achieving top tier status."<sup>15</sup> Three years later, the panel will perform a follow-up review. Should it find that the school has still not achieved its objective, the "university covenants and agrees with the donor that it will take all steps necessary, at its expense, to implement the recommendations, if any, made by the panel [...]"<sup>16</sup> That the UofT would commit itself to the determinations of a future review panel, prior to the development of the school, the hiring of academic staff, the appointment of a director and chairs, the admission of students, and without any provisions for amendments arising out of the process of collegial governance, is in our view remarkable, and represents a fundamental abrogation of institutional autonomy.

During the first 8 years of the collaboration, the agreement stipulates that \$250,000 per year will be allocated to the Branding Fund, which will support the development of "new graphic specifications for the school," as well as ongoing evaluation of the "impact" of the school's scholarship, the engagement of a media tracking service, the hiring of a media consultant, and the general undertaking of a comprehensive branding strategy for the school.<sup>17</sup> The faculty and administration of the university must ensure "strict adherence" to the branding terms. We find this provision goes far beyond simple naming, and amounts to another mechanism for donor influence over the university's role, and a violation of institutional autonomy.

Finally, the agreement includes a Space Plan for the new headquarters of the school, which will be located in a renovated heritage building on the UofT campus. While the agreement states that "the exact configuration of space, including offices, meeting rooms and support functions will be determined by the University's Space and Facilities Department in accordance with the University's Standard Planning Guidelines,"<sup>18</sup> it also contains this provision concerning the front door: "The main entrance of the Heritage Mansion will be a formal entrance reserved only for senior staff and visitors to the school and the CIC. Usual and customary traffic for any occupants of any future developments adjoining the Heritage Mansion will be through one or more entrances on Devonshire Place."<sup>19</sup> In the campus press, there is some disagreement as to how this provision should be interpreted.<sup>20</sup> However, the fact that the provision forms a part of the agreement is clear.

### **Protection of Academic Integrity**

The agreement under review protects most academic functions. A provision makes clear that "all aspects of program and curriculum development and research allocations at the university and the school remain under the sole authority of the university."<sup>21</sup> The agreement also states that "all appointments to the position of Director of the School will be conducted in accordance with the University Policy and Procedures for Academic Appointments [...]"<sup>22</sup> It appears that other faculty appointments and student admissions will be carried out solely by the university without donor influence, although this is not explicitly stated in the agreement.

Termination of the agreement may be initiated by the donor upon a finding, after the external review and follow-up review, that the school has not met its objective. Again, this is solely the donor's prerogative: "If [...] the donor determines that the university has failed to achieve the objective, all obligations and covenants of the donor and the university shall cease and this agreement shall terminate."<sup>23</sup>

### **Protection of Academic Knowledge Sharing**

The agreement includes no provisions that inhibit the open exchange of ideas and information. The source of the school's funding is a matter of public knowledge. The structure of the university's endowment commitment is laid out in detail. There are no publication delays or confidentiality requirements, and the agreement is silent on intellectual property and the ownership and licensing of research products. It can be assumed that the university's policies on these matters apply.

The only pressure exerted by the donor on the production and sharing of academic knowledge is the right that the donor possesses to withhold subsequent funding or to terminate the agreement at its sole discretion.

### **Conflicts of Interest**

The agreement is silent on conflicts of interest. We note that a conflict implicit in the agreement is the co-location of the Canadian International Council (CIC), a private think-tank, with the school.<sup>24</sup> The donor is a significant financial contributor to the CIC, whose agenda surely reflects the donor's. That this co-location is a provision of the Agreement's Space Plan is remarkable, and it creates the possibility of donor influence over the mandate of the school.

### **Transparency**

The agreement is a public document, and has been widely disseminated throughout the University of Toronto community, and discussed extensively in the campus press.

The Director of the school makes regular reports to the Board of Directors on the activities of the school, but these reports do not seem to be public. In addition, there is an external review (the Blue Ribbon panel) during the 2015/2016 academic year, and a possible follow-up review three years later. It is unclear whether these reviews will be public processes.

There is no mechanism provided in the agreement for tracking and recording complaints and concerns during the term of the collaboration.

### **The Role of Academic Staff**

As described above, the donor is allowed many intrusions into academic governance. There are numerous commitments made by the university to submit to the donor's discretion, or to the recommendations of a future review panel. The donor is not excluded from the academic matters of the school, but in fact maintains final determination as to the success of the school. These

decisions do not rest with the academic staff of the university. More broadly, the decision to enter into the agreement itself and the terms of the agreement were not submitted to the academic staff of the university for discussion or consideration.

The day-to-day management of the agreement is overseen by the University, specifically the Director of the School and senior administration. The agreement makes reference to an External Advisory Board and an Academic Advisory Board, who will meet “once or twice annually, as appropriate.”<sup>25</sup> These Advisory Boards will be created by the Council of Deans and the Director of the school, but it is unclear how they will be composed, who will sit on them, and whether their functions will be simply advisory or more involved.

### **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

Recital J of the agreement affirms academic freedom, and makes reference to the University of Toronto Faculty Association Memorandum of Agreement, as well as university policy. The staff who will be appointed under the terms of the agreement, except for the visiting fellows, will be permanent members of the academic staff. The agreement, therefore, does not undermine the security of employment or tenure.

A significant portion of the salaries of the director, the chairs, and the fellows will be endowed by the donor’s contribution. Should the donor, at its sole discretion, decide to terminate the agreement before the donation schedule is complete, no monies already donated will be repaid.<sup>26</sup> In this situation, the compensation for any staff already hired should be secure.

### **Notes**

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<sup>1</sup> “President’s Letter on Philanthropy at the University of Toronto,” at <http://www.president.utoronto.ca/letter-on-philanthropy.htm>.

<sup>2</sup> In total, \$5 million to the Directorship Fund, \$10 million to the Fellowship Fund, \$18 million to the Chairs Fund, and \$2 million to the Branding Fund. Donor Agreement, schedules C and D.

<sup>3</sup> Donor Agreement, p 1.

<sup>4</sup> The site of the former Dominion Observatory at Bloor Street West and Devonshire Place.

<sup>5</sup> Donor Agreement, schedule C.

<sup>6</sup> Donor Agreement, schedule C.

<sup>7</sup> Donor Agreement, p. 3

<sup>8</sup> See, for example, Paul Hamel and John Valleau, “The Perils of Philanthropy: The Case of the Munk School,” *The Blue and White*, February 9 2011: <http://theblueandwhite.ca/article/2011/02/09/00/00/10/the-perils-of-philanthropy.html>.

<sup>9</sup> Donor Agreement, p 10.

<sup>10</sup> “...the determination of whether the University has achieved the Objective shall be solely that of the Donor and the Donor’s determination shall be conclusive and binding on the University.” Donor Agreement, p 4.

<sup>11</sup> The Perils of Philanthropy, see note 8 above.

<sup>12</sup> Donor Agreement, schedule G.

<sup>13</sup> Donor Agreement, p 8.

<sup>14</sup> Donor Agreement, schedule G.

<sup>15</sup> Donor Agreement, p 8.

<sup>16</sup> Donor Agreement, p 9.

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<sup>17</sup> Donor Agreement, p 7 and schedule F.

<sup>18</sup> Donor Agreement, schedule A.

<sup>19</sup> Donor Agreement, schedule A. Devonshire Place is a side street flanking the School's building, which will front onto Bloor Street.

<sup>20</sup> The Perils of Philanthropy, see note 8 above; Cheryl Misak, "A Response to the Perils of Philanthropy," *The Blue and White*, February 22 2011: <http://theblueandwhite.ca/article/2011/02/22/12/38/49/a-response-to-the-perils-of-philanthropy.html> ; Dylan C. Robertson, "Profs allege donor influence," *The Varsity*, November 29 2010.

<sup>21</sup> Donor Agreement, p 11.

<sup>22</sup> Donor Agreement, p 6.

<sup>23</sup> Donor Agreement, p 11.

<sup>24</sup> Donor Agreement, p 6, 9, and schedule A.

<sup>25</sup> Donor Agreement, schedule B.

<sup>26</sup> Donor Agreement, p 11.

### **3. Partnership: University of Ontario Institute of Technology/ Durham College<sup>1</sup> /Ontario Power Generation**

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#### **SUMMARY**

##### **Participants**

- University of Ontario Institute of Technology (UOIT)
- Durham College
- Ontario Power Generation (OPG)

##### **Amount**

- \$10 million from OPG (Agreement 1)
- \$5 million from OPG (Agreement 2)

##### **Term**

- 5 years, 2005-2010 (Agreement 1)
- 5 years, 2011-2015 (Agreement 2)

##### **Brief Project Description**

On November 26 2010, the three participants in this collaboration announced a \$5 million investment by OPG in UOIT and Durham College. This partnership was a renewal of a previous five-year collaborative partnership initiated in 2005, with the aim of enabling “all three organizations to work together toward the effective education and training of employees for the Canadian nuclear sector, and to meet the needs of OPG for a new generation of energy specialists to support their nuclear operations and projects.”<sup>2</sup> The 2005 partnership involved a \$10 million contribution from OPG.

The first agreement outlined a list of initiatives that would be overseen and administered by a Partnership Committee. These initiatives included: (1) UOIT certificate programs for OPG employees; (2) UOIT post-graduate programs in nuclear-related technology and science programs; (3) the delivery of programs close to OPG workplaces to facilitate greater employee participation; and (4) opportunities for staff to exchange positions through sabbaticals, adjunct professorships, etc., to facilitate continued professional development.<sup>3</sup>

The renewal agreement included additional initiatives: (1) sourcing new “job-ready” employees, (2) working with OPG to review, enhance and maintain specific curricula; (3) working with OPG to maintain high-level instruction; and (4) implementing bridging programs for Durham College students to transfer into UOIT programs.<sup>4</sup> The second agreement allocated the money systematically into specific amounts for: capital improvements, education program support, equipment, and scholarships.

## Documents Reviewed

We reviewed the two Partnership Agreements and minutes of the Partnership Committee. These materials were obtained through access to information requests. We also reviewed program literature, program websites, and news releases, which are available publicly.

## COMMENTARY

### Overview

UOIT was established as a “market-oriented” university, with a mandate to “foster partnerships with local industry to provide career-ready university graduates.”<sup>5</sup> Durham College also focuses on training students to “meet the demands of today’s job market.”<sup>6</sup> Thus, it is reasonable to expect collaboration between these institutions and Ontario Power Generation, the Durham region’s second-largest employer. At the same time, it is vital that any collaboration between a university and industry operate within a clear set of principles to ensure the terms of the collaboration do not threaten the academic integrity or public mission of the university.

The partners in this collaboration aim to “find new and creative ways of advancing each others’ [sic] interests.”<sup>7</sup> The agreements thus place relatively equal onus on each party to support the other’s mandate. For example, UOIT commits to establish career advancement opportunities for OPG personnel. Durham College commits to enhance its power engineering course with a nuclear component so as to produce industry-ready graduates. OPG commits to providing internships and other on-site training opportunities for UOIT and Durham students. That UOIT has aligned the goals of its nuclear engineering program with the goals of the nuclear industry is clear. The UOIT Faculty of Energy Systems and Nuclear Science information brochure states, “With construction of new reactors expected in the near future and an already aging workforce, there is a great need for qualified employees to address the personnel shortage across the industry [...]. UOIT is ready to meet this demand.”<sup>8</sup>

The first agreement was overseen by a Partnership Committee that comprised two members from OPG, four members from UOIT, and two members from Durham College.<sup>9</sup> In the renewal agreement, the composition of the Partnership Committee changed to three members from OPG, three members from UOIT, and four members from Durham College – still a majority of academic staff representatives. The minutes of the committee show a high level of cooperation in administering the agreements. For example, Durham College staff work with OPG staff to “set up a third year Instrumentation and Control component to the Durham College two year electrician course.”<sup>10</sup> OPG staff and UOIT faculty members “investigate additional opportunities for graduate and undergraduate student placements...”<sup>11</sup> UOIT administrators seek OPG input on “the profiles” of potential faculty hires.<sup>12</sup> A review of the documents reveals a large number of areas of cooperation between the parties – both administrative and academic.

Many of these examples, as well as the terms of the donor agreements, violate the principles of sound university-corporate collaborations. The agreements include no explicit protections for academic freedom, and it is unclear whether the projects undertaken with the funding are subject to peer review or whether the courses designed by UOIT and OPG staff are subject to normal

institutional governance. Furthermore, the agreements violate academic integrity by allowing – nay, encouraging – OPG to influence curriculum choices, student recruitment and evaluation, and faculty hiring.

### **Protection of Academic Freedom and Institutional Autonomy**

The principle of academic freedom is not contemplated by the agreements under review. While any faculty who may be hired in the course of the collaborative partnership may be covered by the UOIT Faculty Association collective agreement, depending on their classification (e.g. regular versus teaching or part-time faculty), the intimate involvement of the donor in the life of the nuclear engineering program suggests that some tacit pressure to conform may exist. More importantly, the commitment by UOIT to “find new and creative ways to advance [OPG’s] interests” suggests that the pursuit of knowledge not in OPG’s interest may not be allowed.<sup>13</sup> Indeed, comments at the Partnership Committee demonstrate the extent to which the parties are disciplined to remain within the “mutual best interests” mandate of the collaboration.<sup>14</sup>

The institutional autonomy of UOIT is threatened by the degree of influence that OPG has in the core academic mission of the university. It is unclear the extent to which courses or programs of study are subject to the normal internal approval procedures, including review by academic staff not directly involved in the collaboration. However, it is very clear that UOIT has agreed to define its own research priorities to suit the donor: “UOIT will give priority to research areas identified by OPG in the operation of the Energy Systems and Nuclear Science Research Centre and beyond [...]”<sup>15</sup>

The process for allocation of the resources donated by OPG is not outlined in the first donor agreement, except in general terms, so we cannot know the extent to which peer review or university governance operated in that allocation. In the second donor agreement, the allocation of the funding is clearly described. For example, \$200,000 per year goes to UOIT for “Education Program Support” and \$34,000 per year for “Student Support.” There is no process outlined for the sub-allocation of the program support money, but it is made clear in the material reviewed that the student support funds will be dispersed through UOIT’s Student Awards Office.

### **Protection of Academic Integrity**

The donor agreements threaten academic integrity. First, the donor is provided ample and direct influence over the curriculum of the nuclear engineering program. The terms of the collaboration demand that UOIT “work with OPG on an ongoing basis to maintain the highest level of instruction within relevant programs.”<sup>16</sup> In the development of its degree programs, UOIT again provides OPG with opportunity for direct intervention: “To assist the partners in the review of curricula, the delivery of courses, and the granting of course credits, there will be a free exchange of relevant documents, subject only to commercial and intellectual property restrictions.”<sup>17</sup> These commitments are reflected in the actions of the Partnership Committee.<sup>18</sup>

Second, the donor is allowed to influence the hiring of faculty and the recruitment and evaluation of students. In order to facilitate the rapid establishment of new programs and/or courses that meet the mandate of the collaboration, UOIT invites OPG’s input into the faculty hiring

process.<sup>19</sup> UOIT also relies upon OPG for the evaluation of its students. OPG staff serve as supervisors for final year undergraduate students,<sup>20</sup> as mentors for graduate students,<sup>21</sup> and as instructors.<sup>22</sup> OPG is also called upon to identify criteria for candidates for specific courses, after which “we can tell the recruiters to attract these candidates and counsel those that are weak on the core skill that they need to deal with it before graduating.”<sup>23</sup>

Finally, the donor plays an unacceptably large role in setting the priorities of the academic program, something that must remain the exclusive purview of academic staff. This occurs on a broad scale (as described in the previous section), and at the departmental level, where OPG consults on new courses, diploma/degree options,<sup>24</sup> and the range of acceptable student projects.<sup>25</sup>

### **The Protection of Academic Knowledge Sharing**

The collaboration under review is not intended to fund discovery-based research, and therefore questions about the ownership of the research product are not wholly applicable. It seems that any intellectual property, copyright, patent, or license policies in effect at any of the three participating institutions would apply as needed.

It is clear that the involvement of OPG in the nuclear engineering program is a matter of public knowledge, and fanfare. The extent of the donor’s involvement is also public: “UOIT will continue [...] working with OPG on the development of curriculum for its suite of undergraduate and post-graduate Nuclear Engineering programs.”<sup>26</sup>

### **Conflicts of Interest**

The donor agreements are silent on conflicts of interest. This silence may indicate that the parties’ respective conflict of interest policies will be relied upon in the case of a conflict. However, that is not made explicit in the material we reviewed. The members of the Partnership Committee have referred to a member of the UOIT Board of Governors who is also an OPG employee, and whose “key issue” enters into the deliberations.<sup>27</sup> But other than this cryptic reference, no apparent conflicts of interest – or procedures to avoid them – were discovered.

### **Transparency**

Although the total amount of these agreements is \$15 million, the documents are not available publicly. They had to be obtained through an access to information request.

The collaboration is assessed regularly through meetings of the Partnership Committee, which must meet once every six months, and through an Annual Partnership Report provided to the parties. We were unable to access the Annual Partnership Reports publicly. It seems, however, that OPG includes general updates on the partnership in its newsletter.

There is no process outlined in the donor agreements for the tracking or recording of concerns or complaints by either UOIT or OPG staff, nor is there a process for any post-collaboration evaluation.

## **The Role of Academic Staff**

Our review of the donor agreements and supporting materials shows that, except for the role that the donor may play in the hiring of faculty, no intrusion into existing academic policies (vis-à-vis academic staff) or collective agreements arises from the partnership. However, as described above, the donor is clearly not excluded from matters related to the academic affairs of the university and the college.

To their credit, the parties to this collaboration have ensured that the Partnership Committee consists of at least a two-thirds majority of university and college representatives, and that the academic staff are responsible for the day-to-day management of the agreements.

## **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

UOIT faculty involved in this collaboration retain their academic freedom protection as provided by the UOIT Faculty Association collective agreement. The status of the OPG staff who teach courses is unclear. The use of OPG staff to instruct and evaluate students, if not organized according to the same procedures for the hiring of all other university academic staff (and it appears not to be), intrudes into the role that is played by the academic staff of the university, and therefore cannot be said to support either the security of employment or the value of tenure.

## **Notes**

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<sup>1</sup> The CAUT Guiding Principles for University Collaborations, and therefore also this report, focus on four-year universities where research is a major component of the work undertaken, and where public support – and the university’s historical role as an autonomous civic institution – demand a commitment to such things as academic freedom and academic integrity. Canada’s colleges, while vital to the educational system in general and the training of skilled workers in particular, do not necessarily perform the same civic role. Therefore, while Durham College is a partner in this collaboration, the focus of the analysis will be on UOIT.

<sup>2</sup> “Ontario Power Generation continues long-standing partnership with Durham College and UOIT,” UOIT News Release, November 26 2010.

<sup>3</sup> Partnership Agreement Between The University of Ontario Institute of Technology and Durham College and Ontario Power Generation, 2005 (hereafter Donor Agreement 1), Addendum 1.

<sup>4</sup> Partnership Agreement Between The University of Ontario Institute of Technology and Durham College and Ontario Power Generation, 2010 (hereafter Donor Agreement 2), p 1-2.

<sup>5</sup> Donor Agreement 1, p 1.

<sup>6</sup> See note 1.

<sup>7</sup> Donor Agreement 1, p 1.

<sup>8</sup> UOIT Faculty of Energy Systems and Nuclear Science information brochure, p 7.

<sup>9</sup> Donor Agreement 1, p 2.

<sup>10</sup> Partnership Committee (hereafter PC) minutes, April 4 2007.

<sup>11</sup> PC minutes, May 13 2008.

<sup>12</sup> PC minutes, August 11 2005.

<sup>13</sup> The same observations apply to Durham College, but as mentioned above, this analysis focuses on UOIT.

<sup>14</sup> For example: “[The UOIT Dean] reminded us to work against the partnership agreement and the group agreed to refocus against the deliverables.” (PC minutes, May 3 2011) “[Durham College representative] would like to set up

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some specific times with [OPG staff person] to develop and track the process to meet OPG's needs in power engineering and other courses." (PC minutes, November 9 2010)

<sup>15</sup> Donor Agreement 2, p 10.

<sup>16</sup> Donor Agreement 2, p 3.

<sup>17</sup> Donor Agreement 2, p 10.

<sup>18</sup> The commitments by Durham College are even more direct. Durham organizes its certificate courses in consultation with OPG, and "[invited] an OPG representative to serve on the program review advisory committee and make suggested revisions for courses to be implemented for the 2009-10 academic year." (PC minutes, May 13 2008). Durham is, in short, "committed to making it work for OPG." (PC minutes, November 9 2010)

<sup>19</sup> "UOIT has a plan for every faculty to have a Masters program in place within 3-5 years. There is an opportunity for OPG to have input. Potentially the most strategic opportunity for OPG is in hiring faculty." (PC minutes, August 11 2005)

<sup>20</sup> PC minutes, March 24 2006.

<sup>21</sup> PC minutes, May 13 2008.

<sup>22</sup> PC minutes, May 13 2008; Donor Agreement 1, Addendum 1; Donor Agreement 2, p 10.

<sup>23</sup> PC minutes, August 11 2005.

<sup>24</sup> "Certificate programs can be offered for specialized areas depending on needs of OPG." (PC minutes, March 24 2006)

<sup>25</sup> "Final year projects for engineering graduates [...] are being evaluated by [OPG staff person]." (PC minutes, March 24 2006)

<sup>26</sup> "Ontario Power Generation continues long-standing partnership with Durham College and UOIT," UOIT News Release, November 26 2010.

<sup>27</sup> PC minutes, October 22 2007.

## **4. Partnership: University of Toronto/Pierre Lassonde<sup>1</sup> -Goldcorp Inc.**

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### **SUMMARY**

#### **Amount**

- \$10 million from Pierre Lassonde
- \$4 million from Goldcorp Inc.
- \$2.75 million in matching capital contributions from the University of Toronto

#### **Term**

- The 1996 Agreement (hereafter Donor Agreement 1) was executed on June 15 1996 and the terms of the Agreement extended to at least 2004
- The 2007 Agreement (hereafter Donor Agreement 2) was executed in February 2007 and lasted four years
- The 2009 Agreement (hereafter Donor Agreement 3) was signed on May 22 2009, with payment of funds extending through 2016 and terms of the agreement extending at least to 2020

#### **Participants**

- The University of Toronto
- Pierre Lassonde
- Goldcorp Inc.

#### **Brief Project Description**

This report examines three donor agreements that establish or support, in various capacities, the mineral engineering program at the University of Toronto.<sup>2</sup>

Donor Agreement 1 was signed in 1996 and outlines the parameters of a \$5 million contribution from Pierre Lassonde, which was used to seed the Pierre Lassonde Endowment and to establish the Lassonde Mining Program and the Lassonde Institute of Mining at the University of Toronto. The university committed at least \$2.75 million in matching capital to the Pierre Lassonde Endowment. The endowment funds the Pierre Lassonde Chair in Mining Engineering, the Claudette MacKay-Lassonde<sup>3</sup> Chair in Mineral Exploration, 19 student awards, and a fund for activities that promote and support the Lassonde Mining Program and the Lassonde Institute of Mining.

Donor Agreement 2 dates from 2007, and although unsigned, outlines the terms of a \$4 million gift from Goldcorp Inc. to create the Goldcorp Mining Innovation Suite, to be housed in the Lassonde Institute for Engineering Geoscience at the University of Toronto. The project was

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undertaken to accommodate a greater number of students and scholars, and to provide “state-of-the-art learning facilities” for students.

Donor Agreement 3 was signed in 2009 and outlines an additional \$5 million gift from Pierre Lassonde. \$4 million of this amount is allocated to renovations of the mining building at the University of Toronto. \$1 million of the total amount is allocated to a Student Award Fund, which is administered by the student awards office of the university.

### **Sources of Information**

The three donor agreements were obtained through access to information requests to the University of Toronto. Initially, the university redacted significant portions of the 1996 agreement, including entire sections of the table of contents. After a follow-up inquiry from CAUT, the university provided the full table of contents without redactions.<sup>4</sup>

## **COMMENTARY**

### **Overview**

The series of donor agreements under review outline the establishment and enrichment of one of the major sub-disciplines within the Faculty of Engineering at the University of Toronto – Mineral Engineering. The introduction to the first agreement begins by describing the historical commitment of the university to the mining sector: “Whereas UofT’s primary association with the mining industry began in 1878 with the establishment in Ontario of the School of Practical Science; and [...] UofT began teaching geology in 1848...”<sup>5</sup> The introduction continues by explaining that the University of Toronto “hopes that the graduates from the Lassonde Mining Program will, over time, become renowned technical and business leaders for the mineral resource industry...”<sup>6</sup> The agreement states that Pierre Lassonde “shares the aforesaid wishes and hopes of UofT and wants to assist in the development of ‘intellectual capital’ in Canada and proposes to facilitate the initiation of the Lassonde Mining Program and to assist UofT in the development of the Lassonde Institute of Mining.”<sup>7</sup>

To this end, the terms of the agreement specify in great detail how the \$5 million gift from Lassonde will be administered, how it will be transformed into the Pierre Lassonde Endowment, and how the funds generated by the endowment will be dispersed.<sup>8</sup> The administration of the \$2.75 million contribution from the university is described in equal detail. In administering the fund, the agreement is careful to note that the policies of the university – such as its Disbursement Rate and its Policy for the Preservation of Capital of Endowment Funds – will apply.<sup>9</sup>

From the accumulated Endowment funds, two chairs will be created: the Pierre Lassonde Chair in Mining Engineering and the Claudette MacKay-Lassonde Chair in Mineral Exploration. Both are funded at approximately \$100,000, with any compensation over that amount paid from the university’s operating funds.

## OPEN FOR BUSINESS – ON WHAT TERMS?

Also from the endowment funds come 19 student awards of varying amounts, and a subsidiary fund to be used by the incumbent chairs to promote the program and enrich the student experience.<sup>10</sup>

For its part, the university commits to a number of infrastructural criteria, such as the central location of staff offices, the appropriate furnishing of office and common spaces within the Mining Building,<sup>11</sup> and the provision of support services. The university also commits to a primary focus on undergraduate education in the Lassonde programs, with a secondary focus on graduate students.<sup>12</sup>

In the second donor agreement, with Goldcorp, the university states that it “intends to increase our capacity for graduate education and research in the Faculty of Applied Science and Engineering’s Lassonde Institute for Engineering Geoscience,”<sup>13</sup> thereby building upon and complementing the first Agreement. Goldcorp contributes \$4 million to the university in annual \$1 million installments, which is used to design and construct a modern education space on the fourth floor of the existing mining building. The agreement states that the design and renovation project will be managed by the university, and that the resulting space will be named the Goldcorp Mining Innovation Suite.

In the third donor agreement, Pierre Lassonde provides a further \$5 million to the university for the enhancement of the Lassonde Mining Institute.<sup>14</sup> \$4 million of the gift is allocated to an extensive renovation of the mining building, and the remaining \$1 million will establish a long-term investment fund whose proceeds will support international graduate student scholarships in the Faculty of Applied Science and Engineering. The agreement acknowledges that Lassonde has been “a leading supporter of the faculty,” and that the parties continue to share the vision of producing “highly qualified personnel for the Canadian minerals industry” and ensuring that “Canada maintains its international record of excellence in mining...”<sup>15</sup> In recognition of the gift, the university will commit to rename the mining building as the Lassonde Mining Building, and to name the scholarship the Lassonde International Graduate Scholarships in Mining at the University of Toronto.<sup>16</sup>

### **Protection of Academic Freedom and Institutional Autonomy**

The donor agreements affirm support for the values of academic freedom and institutional autonomy. As described above, the agreements assign financial administration to the University of Toronto pursuant to its policies. While the first agreement outlines various commitments the university makes to the donor in the course of the collaboration, such as providing adequate support services to the named chairs, the donor is explicitly excluded from any further operational role.<sup>17</sup>

The second and third donor agreements contain the following statement:

And whereas the parties affirm their mutual commitment to the University’s Statement of Institutional Purpose which includes a commitment to foster an academic community in which the learning and scholarship of every member may flourish, with vigilant protection for the rights of freedom of speech, academic freedom and freedom of research

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as described in the University's Statement on Freedom of Speech and in article 5 of the Memorandum of Agreement between the University of Toronto and the University of Toronto Faculty Association...<sup>18</sup>

In addition to this statement, Donor Agreement 2 stipulates that “the approvals for and renovation of the [Goldcorp Mining Innovation] Suite will be conducted in accordance with the policies and procedures of the university.”<sup>19</sup> The third agreement thoroughly separates the role of the donor from the function of the university; it states that the parties are not partners or joint ventures, and that the donor or his agents “shall not participate actively in or be employed in the actual operations, day to day, of the university.”<sup>20</sup>

### **Protection of Academic Integrity**

Except for the fact that the entire mineral engineering department is subsumed by this collaboration, the agreements protect academic integrity by recognizing strict limitations on the right of the donor to participate in academic decision-making.

In the appointment of faculty supported by the donation, the agreements refer to the Memorandum of Agreement between the University of Toronto and the University of Toronto Faculty Association, and to existing university policy on hiring.<sup>21</sup>

Student recruitment and evaluation will be carried out solely by academic staff. The student awards created by the collaboration will be administered solely by the university.<sup>22</sup>

The first agreement establishes an Advisory Committee “to reflect the ‘partnership’ (in a non-legal sense) between UofT and the mining industry,”<sup>23</sup> and academic staff occupy either a one-seat majority (5-4, at its smallest) or a three-seat minority (5-8, at its largest) on the Committee compared to the donor and industry representatives. However, the agreement states that this committee has “solely a review and advise, non-decision-making function.”<sup>24</sup> The objectives and functions of the Advisory Committee do not include any responsibility more intrusive than the receipt of reports, the provision of advice on how the program may stay on the leading edge of the discipline, and performing some minimal public relations tasks. Per the terms of the Agreement, there is no room for the Advisory Committee to intrude in hiring decisions, the setting of admission standards or research priorities, or the prerogative of the incumbent chairs to carry out their mandates as they see fit.

Each of the agreements proclaims a shared interest between the University of Toronto and the donor in the promotion of the mining industry and the production of qualified personnel for the mining sector. In Donor Agreement 1, as described above, the University of Toronto outlines its historical link to the mineral engineering discipline. It is not surprising, then, to find that the university, in the course of these agreements, remakes its mineral engineering department in the image of the industry, with funds provided by prominent leaders – both individual and corporate – in the field. This raises the question of what space is left for those whose study of mining and mineral engineering does not conform to the image of the industry in which the department has been remade. Indeed, this is a larger question that arises in the analysis of many donor agreements, even very good ones.

To their credit, the agreements encourage open exchange of knowledge and study between the Lassonde Mining Program and other areas of the University of Toronto, including the Arts.<sup>25</sup>

### **The Protection of Academic Knowledge Sharing**

The agreements under review place no limitation on the disclosure or dissemination of knowledge.

### **Conflicts of Interest**

The agreements under review are silent on conflicts of interest. One may presume from this silence that the policies of the university apply. However, there is no explicit prohibition against a chair, professor, researcher, student, or university administrator associated with the collaboration having a pecuniary interest in Goldcorp, Franco-Nevada, or any other enterprise connected to the donors.

### **Transparency**

The donor agreements are for substantial sums of money and include terms of vital interest to the academic community at the University of Toronto, yet they are not public documents. The agreements were obtained through access to information requests. Furthermore, there may be other agreements for which no written terms exist.<sup>26</sup> The lack of written terms of agreement that may be examined by the university community creates a serious transparency problem.

The donor agreements include annual reporting mechanisms by which progress toward the goals of the collaboration may be assessed. There are no post-agreement evaluation plans in place, nor is there any mechanism by which complaints from the members of the department or program may be tracked and recorded.

### **The Role of Academic Staff**

As described above, the agreements explicitly exclude the donors from any participation in academic decision-making. The first agreement states that, in administering part of the funding derived from the donation, the incumbent chairs may exercise their discretion.<sup>27</sup> The day-to-day management of the agreements are carried out by academic staff or, in the case of capital projects supported by the agreements, by university administrators.

The Advisory Committee, while not necessarily maintaining a majority of academic staff members, nonetheless remains at a distance from the operation of the agreements.

### **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

The academic staff hired under the terms of the agreements occupy full-time, tenure-track positions. There seems to be little to no reliance on contractually-limited or “soft money”

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appointments. While the university pays any compensation over \$100,000 to the chairs created by these agreements, the extent to which the chairs are more or less dependent on donor money would have to be assessed on a case by case basis. Other professorships within the Lassonde Mining Program are supported by the university's operating funds.

As described in detail above, the University of Toronto and the donors have affirmed and reaffirmed their commitment to academic freedom and academic autonomy, by reference to the university's policies and to the University of Toronto Faculty Association Memorandum of Agreement.

### Notes

<sup>1</sup> Former chairman of Franco-Nevada Mining Corporation and past chairman of the World Gold Council.

<sup>2</sup> There may be more than three Agreements. In a follow-up inquiry to the Freedom of Information and Protection of Privacy Office at the University of Toronto, CAUT learned that one of the documents we had requested did not exist, despite the agreement having been effected. A University representative wrote, "There is no formal signed agreement establishing the 2009 Goldcorp donation. On occasion donors give to the University without a formal agreement being signed, and this is what happened in the case of the Goldcorp donation." We were granted access to the 2007 document described herein, which the University representative claimed "[indicates] the general parameters of the gift." (Letter dated August 17 2011) In the absence of written terms to which the parties have agreed, neither we nor any other members of the academic community are able to assess the integrity of those terms.

<sup>3</sup> MacKay-Lassonde was the first female president of the Association of Professional Engineers of Ontario, the first female vice-president of NSERC, and a member of the National Advisory Board on Science and Technology in the Mulroney government. She was also Pierre Lassonde's wife. MacKay-Lassonde died in 2000.

<sup>4</sup> The \$5 million donation from Pierre Lassonde outlined in Agreement Among Pierre Lassonde, and the Governing Council of the University of Toronto, and University of Toronto Foundation, Constituting the Pierre Lassonde Endowment and Lassonde Mining Program and Lassonde Institute of Mining at the University of Toronto, 1996 (hereafter "Donor Agreement 1") was presented as a \$3.5 million "gift" and a \$1.5 million "bequest". In the initial disclosure, the University redacted the word "bequest" wherever it occurred in the document. In the subsequent disclosure, the word "bequest" was not redacted in the table of contents. Both amounts are to be transferred eventually to the Lassonde Endowment. However, details of the nature of the bequest and how it is transferred to the Endowment remain undisclosed.

<sup>5</sup> Donor Agreement 1, p 1.

<sup>6</sup> Donor Agreement 1, p 1.

<sup>7</sup> Donor Agreement 1, p 1. Also see note 14 below.

<sup>8</sup> However, see note 4 above.

<sup>9</sup> Donor Agreement 1, p 4, 6-8.

<sup>10</sup> "...for activities related primarily to fund field trips for undergraduate students enrolled in the Lassonde Mining Program or Lassonde Institute of Mining and to undergraduate recruitment, marketing of the Lassonde Mining Program, liaison with high school students and similar activities to encourage enrollment by students in the Lassonde Mining Program..." (Donor Agreement 1, p 5)

<sup>11</sup> This is not just for convenience. "As the parties intend to create cohesive and interfunctioning academic faculty, administrative and student bodies that are dedicated and loyal to the mining industry and to each other..." (Donor Agreement 1, p 10)

<sup>12</sup> Donor Agreement 1, p 15.

<sup>13</sup> Agreement Between Goldcorp Inc. and the Governing council of the University of Toronto (hereafter Donor Agreement 2, p 1)

<sup>14</sup> By the time the third Agreement was signed (2009), the Lassonde Mining Program had become housed within the Lassonde Mining Institute. The creation of an Institute was anticipated by the 1996 Agreement, which outlined a

consultative process by which the University and Lasonde would proceed in designating an Institute within the Faculty. Very little of this portion of the Agreement can be reported, as most of it has been redacted.

<sup>15</sup> Agreement Made as of and With Effect from the 22<sup>nd</sup> Day of May, 2009 Between: Pierre Lasonde and the Governing council of the University of Toronto (hereafter “Donor Agreement 3”), p 1.

<sup>16</sup> Donor Agreement 3, p 4.

<sup>17</sup> “Role Clarification: The role and function of Lasonde under the terms of this agreement is that of donor and not as a participant in the administration or operation of UofT, for all of which responsibility shall be and remain with UofT.” (Donor Agreement 1, p 11)

<sup>18</sup> Donor Agreement 2, p 1; Donor Agreement 3, p 1.

<sup>19</sup> Donor Agreement 2, p 2.

<sup>20</sup> Donor Agreement 3, p 5.

<sup>21</sup> “In designating incumbents for chairs and professorships, UofT will satisfy its existing policies requiring that the principal criterion for appointment is academic and/or professional or business excellence in the relevant field. In addition, UofT shall adhere to its policy of a fully open, fair and equitable search when seeking candidates for the chairs and professorships.” (Donor Agreement 1, p 11)

<sup>22</sup> “All awards to recipients will be awarded and administered in accordance with the University’s Policy on Student Awards.” (Donor Agreement 3, p 3)

<sup>23</sup> Donor Agreement 1, p 17.

<sup>24</sup> Donor Agreement 1, p 17.

<sup>25</sup> For example, the University of Toronto will “use its continued best efforts to encourage and ensure interdepartmental co-operation and communication to provide the broadest scope of appropriate educational opportunities to such undergraduate students, including, without limitation, to the extent reasonably possible and practiced, cross-fertilization among the departments of Civil Engineering; Geology; Metallurgy and Materials Science; Mechanical and Industrial Engineering; Electrical and Computer Engineering; Physics; Chemistry; Management; and Arts.” (Donor Agreement 1, p 15)

<sup>26</sup> See note 2 above.

<sup>27</sup> Donor Agreement 1, p 5.

## **5. Partnership: Western University/Cassels Brock & Blackwell LLP**

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### **SUMMARY**

#### **Participants**

- Western University (formely the University of Western Ontario)
- Cassels Brock & Blackwell LLP
- A “consortium of funders”

#### **Amount**

- \$750,000 donated by Cassels Brock & Blackwell LLP
- \$750,000 secured by Cassels Brock & Blackwell LLP through a consortium of funders
- \$1,500,000 from the University which will match donations 1:1

#### **Term**

- 5 years, beginning December 2011

#### **Brief Project Description**

The gift, once complete, will endow a chair in Mining Law and Finance. The chair position will be preceded by a graduated series of positions such as Fellowships and Visiting Professorships until the endowment is large enough to support a chair. The occasion of this gift establishes additional points of engagement between the University and Cassels Brock & Blackwell LLP: (1) a seminar on the importance of mining law in Canada led by firm lawyers; (2) firm lawyers recruited to instruct mining law courses; (3) access to the university campus by firm lawyers to meet with students and interact with faculty; (4) a reception for students and faculty of the program, firm lawyers, and firm clients, hosted by the Faculty of Law when the Prospectors and Developers Association of Canada (PDAC) holds its convention in Toronto.

#### **Documents Reviewed**

We examined the Donor Agreement between Cassels Brock & Blackwell LLP and the University of Western Ontario, and earlier drafts of same. We also reviewed related memos and communications related to the negotiation of the Agreement, as well as minutes of meetings where publicly available.

## **COMMENTARY**

### **Overview**

In late 2010/early 2011 the Faculty of Law of the University of Western Ontario, with assistance from the development office of the university, began negotiating with the law firm of Cassels Brock & Blackwell LLP for a sizable gift that would allow the faculty to augment its concentration on mining law. Negotiations over details of the agreement proceeded throughout 2011. During this time, the university, with the help of Geoff Beattie of the Woodbridge Company<sup>1</sup> and others, courted other potential donors to fund the matching portion of the endowment, but no other donors were identified in the records provided.<sup>2</sup> The establishment of the chair created by the gift was approved by the Board of Governors of the university on January 26 2012.

It is clear from the records reviewed that the parties anticipated that close collaboration would result from this donation. The proposal document created by Western states that “Western Law will offer Cassels Brock the opportunity to be engaged with various aspects of the Mining Law and Finance Program at Western.”<sup>3</sup> Subsequent records reveal ongoing communication between firm partners, university advancement staff, and Faculty of Law academic staff members in the process of drafting and revising the terms of the agreement in advance of its presentation to university government. Finally, the terms of the donor agreement substantiate the intimate nature of the collaboration between the parties at many levels of program delivery, to the extent that we have serious concerns as to how an appropriate separation between the donor and the academic mission of the program will be maintained.

To be precise, the terms of the donor agreement between the University of Western Ontario and Cassels Brock & Blackwell LLP infringe upon academic autonomy and academic integrity, and threaten to diminish academic freedom. First, in establishing a graduated series of permanent or visiting faculty positions, the agreement states that “the University will work with the donor and industry to identify a practitioner to fill such a position who can deliver our mining law courses.”<sup>4</sup> Second, the holder of the endowed chair, in developing the program, “may call upon the expertise of the donor, its partners and any other donors in their capacity as industry leaders to create a meaningful, relevant program.” Third, the chair will be expected to keep the donor informed of “activity related to courses, research and publications.”<sup>5</sup> Fourth, the donor is allowed direct access to the academic program: “the Faculty of Law will work with Cassels Brock each year to recruit practitioners from Cassels Brock to teach specific topics in our newly established Mining Law course for the benefit of the university’s students.”<sup>6</sup>

### **The Protection of Academic Freedom and Institutional Autonomy**

There is no specific mention in the donor agreement of academic freedom or the university’s policy on academic freedom. It is *prima facie* unclear whether the agreement contemplates whether the University of Western Ontario Faculty Association (UWOFA) collective agreement – and therefore its academic freedom clause – will apply to the endowed chair, the practitioner positions, or any of the graduated positions.<sup>7</sup> It is also unclear that the research undertaken by the

chair or any of the other positions resulting from this agreement will not be subject to influence by the donor.

On a broader note, a fundamental contradiction exists between the faculty association collective agreement and the university's own academic freedom language. The university's policy states, "Faculty members have the responsibility to make a balanced presentation of controversial issues" – a responsibility that does not exist in the faculty association's language. Practitioners recruited from the firm to teach courses in the program occupy a particularly murky space when it comes to academic freedom and the potential exercise of donor influence.

Indeed, the collaboration between the university and Cassels Brock & Blackwell LLP is predicated on a mutual interest in the promotion of the mining industry. The university opens its proposal document thusly, "Recognizing the vital role Canada plays in the global mining industry and the activity of Canadian law firms in mining law, the University of Western Ontario is committed to developing talent and intellectual leadership to support our country's economic engine." The documents we reviewed reinforce the focus of the program. For example, university agents reported that, in pursuit of the donation, "We need to sell this as supporting industry through education in Canada."<sup>8</sup>

### **The Protection of Academic Integrity**

It is clear from the agreement and supporting documentation that the donor will have access to curriculum choices and the educational program, most directly through the recruitment of Cassels Brock & Blackwell LLP lawyers and/or industry practitioners to teach courses. In addition, the donor will lead a panel seminar on the importance of mining law in Canada every September, addressing first-year law students. The agreement also provides for the donor to meet with students enrolled in the program and to interact with faculty appointed to funded positions. There are no apparent restrictions on the donor in these areas. For example, there is no committee or body within the faculty that is responsible for designing the panel seminar or designating the topics of the courses taught by practitioners; the donor has autonomy in this regard.<sup>9</sup>

Due to the intimate role the donor will play in the delivery of the program and the apparent lack of faculty control, the donor will therefore engage in student evaluation. This is problematic in that the donor has an interest in the Canadian mining industry and students who do not share this interest may face a biased evaluation mechanism. Any student research that may result from the donor agreement may also be subject to implicit, if not explicit, donor censorship. It is also possible that students in the faculty may be subject to commercial and/or marketing efforts by the donor and/or other industry donors.

The donor is directly involved in the appointment of the academic positions that result from the agreement, per the terms of the agreement: "The University will work with the Donor and industry to identify a practitioner to fill such a position..."<sup>10</sup> At the same time, there is no process for identifying candidates for the chair set out in the agreement or in the supporting documentation.<sup>11</sup> Will there be a committee that consists of university and donor representatives? The terms cited above seem to contradict the agreement where it states, "Appointments to the

Chair (and related positions) will be conducted in accordance with the appropriate university policies and procedures regarding Academic appointments.”<sup>12</sup> It is unclear how the donor’s right to participate in the identification of appropriate candidates will be exercised.

### **The Protection of Academic Knowledge Sharing**

The donor agreement does not establish limits on the open exchange of information. At the same time, all references to other donor partners besides Cassels Brock & Blackwell LLP were redacted from the material provided by the university. As a principle, the identity of any participants in a collaborative project should be made public.

### **Conflicts of Interest**

The donor agreement is silent on conflicts of interest.

### **Transparency**

The donor agreement was only available through a freedom of information request. It is not available on the Western University website or in the Board of Governors material that has been made public.<sup>13</sup>

There is a mechanism in place for annual reporting by the university to the donor on the financial status of the gift and the activities of the chair. However, there are no post-agreement evaluation plans in place, nor any mechanism for tracking or recording concerns or complaints that may arise during the term of the agreement.

### **The Role of Academic Staff**

As mentioned above, the agreement allows the donor input into the selection of the chair. The donor is also involved in the design and delivery of courses.

### **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

As described above, there is no explicit provision in the donor agreement that confirms or protects academic freedom. The application of the university’s academic freedom policy and/or the faculty association collective agreement’s academic freedom clause is unclear for the positions created by this gift, particularly the practitioner positions. Rather, the close involvement of the donor in teaching, curriculum, and program delivery suggests that academic freedom was not a central consideration in the formulation of this agreement. Other related documentation and correspondence supports this conclusion.

The agreement does not support tenure and the security of employment. The chair and other graduate positions that may be created under this agreement are temporary appointments and, as described above, subject to the interference of the donor. While the chair is meant to be an endowed position, until all funding has been delivered “the Donor may elect to change the

## SUMMARY AND COMMENTARY ON EACH COLLABORATION

payment schedule at any time.”<sup>14</sup> The context in which this provision is outlined in the agreement seems to indicate that only an acceleration of payments will occur, but the agreement does not explicitly state this.

### Notes

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<sup>1</sup> The Woodbridge Company is a Toronto-based holding company with controlling interest in Thompson Reuters and The Globe and Mail. Geoff Beattie is the president. Records indicate that Mr. Beattie was brought in to assist in finding other donors to complete the initial \$1.5 million gift.

<sup>2</sup> While the firm could not commit to the full \$1.5 million, it did commit to connect with key partners to match the firm’s gift. Irrespective of the success of this fund-raising campaign, Cassels Brock & Blackwell LLP would receive “full recognition and naming for the Chair.” (Call Report – Faculty of Law, August 25 2011)

<sup>3</sup> “Chair in Mining Law and Finance” proposal document, The University of Western Ontario.

<sup>4</sup> Donor Agreement between Cassels Brock & Blackwell LLP and The University of Western Ontario, December 7 2011 (hereafter “Donor Agreement”) p 1.

<sup>5</sup> Donor Agreement, p 1.

<sup>6</sup> Donor Agreement, p 2.

<sup>7</sup> As a result of an inquiry by CAUT on this matter, a spokesperson for Western replied by email with the following: “I have consulted with the Dean of Law and with our Office of Faculty Relations with respect to whether an appointee to the Cassels Brock chair, visiting professorship or fellowship would be a member of UWOFA. They note that the Donor Agreement [...] says specifically that ‘Appointments to the Chair (and related positions) will be conducted in accordance with appropriate University policies and procedures regarding Academic appointments.’ They advise that, at Western, a faculty appointment is captured under the Faculty Collective Agreement if it is full-time, or if it is part-time with a teaching load that meets the threshold of at least a half course in two of the prior three years.” (October 10 2012)

<sup>8</sup> Call Report – Faculty of Law, August 25 2011.

<sup>9</sup> See note 11 below.

<sup>10</sup> Donor Agreement, p 1.

<sup>11</sup> An email dated August 22 2011 indicates that the University will offer the firm the opportunity to give “feedback on potential hires for the Chair,” but again no process is described. An email dated September 15 2011 between University agents seems to pull back from this commitment: “...the Firm is not selecting the Chair or involved in that manner...” however it is not apparent that this clarification was ever communicated to the Donor, and it is clearly not reflected in the text of the Donor Agreement. The September 15 2011 email goes on to outline the degree to which the University will involve the donor in Program delivery: “...[the Donor will] assist with other aspects of the Program we are building in Mining Law and Finance given their expertise – we will need to rely on Cassels Brock with respect to topics we should be implementing with the courses and have them come to campus each year to put on a forum to educate our students on the importance of the Mining Sector in Canada and the legal profession.”

<sup>12</sup> Donor Agreement, p 2.

<sup>13</sup> An inquiry by CAUT into this matter revealed that the presentation and subsequent approval of the Donor Agreement occurred in a closed session of the Board of Governors. In the open session, the fact that the Agreement had been approved was received as a part of the meeting’s consent agenda. Therefore, there is no information about the discussion or approval of the Donor Agreement in the Board material. (Email dated October 2 2012.) The records also indicate that the approval of the Agreement by the Senate Committee on University Planning was also obtained through a confidential process (email dated January 4 2012).

<sup>14</sup> Donor Agreement, p 3.

## IV: Collaboration Assessments

### 1. Alberta Ingenuity Centre for In-Situ Energy (AICISE)

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#### Participants in Collaboration:

- University of Calgary
  - Government of Alberta
  - Shell
  - ConocoPhillips
  - Nexen
  - Total E&P
  - Repsol YPF
- 

#### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision for the protection of academic freedom in any of the agreements with industry or government donors.

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**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no indication in any of the agreements about how researchers might apply for funding and what selection criteria will be used. The agreements indicate that research funding is vetted by the Management Advisory Board (MAB). The majority of MAB members are external to the university.

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**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision for peer review in the evaluation or allocation of funding for research. The appointment of Dr. Pedro Pereira Almao and Dr. Stephen Larter as Centre co-directors was a condition under which Alberta Ingenuity established the Centre.

## COLLABORATION ASSESSMENTS

The agreement with Alberta Ingenuity also provides for the collaboration of a further three researchers from within the Faculty of Engineering at the University of Calgary. The agreement indicates that any addition researchers will be determined by the MAB.

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**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements indicate that the MAB has the power to “approve or disapprove the Results of the AICISE Core Program.” The implication is that the MAB has full control over the dissemination of research results.

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**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

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**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Publication can be delayed up to 3 months unless the subject matter is patentable “in which case publication will be delayed until the appropriate patent protection is secured.”

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The MAB’s power to “approve or disapprove the Results of the AICISE Core Program” implies that research results can be suppressed by the external partners.

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**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

---

## 2. Protection of Academic Integrity

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

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**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

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**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

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**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

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**Comment:**

Both the agreement with Shell and the agreement with AIF include an implicit threat of withdrawal from the agreement should the research not be carried out in a manner favourable to the sponsor. The agreement with AIF indicates that the agency can terminate the agreement with 6 months notice without cause and with 30 days for a breach of the agreement. In the agreement with Shell, the company may terminate the contract for any reason with 30 days written notice and can do so immediately if there are substantive changes to the core program with which it does not agree and which are not addressed by the MAB.

## COLLABORATION ASSESSMENTS

In the agreement with Alberta Ingenuity, financial reward for the sponsor satisfaction is also evident. The agreement with AIF indicates that if agency “is satisfied... it will consider a renewal of the contract for an additional 5 years.”

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### 3. **The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

The agreement with AERI prohibits the university from making any public announcement about entering into the agreement with or receiving the grant from AERI without the approval of the Minister of Advanced Education and Technology (now Enterprise and Advanced Education) regarding the content of the announcement.

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**Is all the research intended for publication and/or dissemination?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

The agreements with the industry partners all affirm that the university has the right to publish results held in any report 3 months after sending it to industry members for review, “provided it doesn’t contain [industry member] information” and “unless the report contains patentable subject matter in which case publication will be delayed until appropriate patent protection is secured.” Furthermore, while these agreements recognize the university’s right to publish “Results held in any Report”, the MAB has the power to “approve or disapprove the Results of the AICISE Core Program” -- thereby apparently controlling what results can ultimately be published.

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**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

The agreements with industry partners are ambiguous with regards to the ownership of background IP. On the one hand, the agreements indicate that ownership of background intellectual property is not affected by the agreements.

OPEN FOR BUSINESS – ON WHAT TERMS?

On the other hand, however, the agreements also grant the industry partners license to use the research results, whether patented or not, as well as “any university information under any background intellectual property rights necessary to exploit the result for any purpose.” While this provision does not technically grant the industry partner’s ownership of the background IP, it appears to wrest the power to grant the use of background IP from the creator.

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**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Intellectual property (IP) is not owned by the researchers themselves but by the university. This contravenes the principles articulated in the university’s policy on IP which asserts that “creators of Intellectual Property who are Members of the university own their own works”. However, the university policy qualifies its commitment by indicating that creators own their works “unless qualified by law or written in agreements to the contrary.” The collective agreement simply references the university policy.

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**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

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**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university’s right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

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**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as:**

COLLABORATION ASSESSMENTS

**holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

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**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

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**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

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**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no provisions for any university-led assessment of the agreements. However, the university is required to provide business plans, performance reports, and financial reports to AIF. The agreement with AERI also stipulates that the Minister is entitled to audit or examine records as well as inspect AICISE premises to assess compliance with the agreement. The MAB conducts an annual review of the AICISE program.

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**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

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**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

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**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements allow for the intrusion of external sponsors in academic governance. The MAB, which is dominated by the external members, controls the direction, budgets, and research. The MAB's mandate extends as far as advising the university "regarding identifying and allocating university resources that may be needed by AICISE as it grows."

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**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

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**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

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**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

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**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

A commitment to academic freedom is entrenched in the collective agreement for faculty at the University of Calgary. However, other researchers involved in the agreement including, postdocs and graduate students are not covered by this contract.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

A large portion of the grant from the AIF is allocated to personnel costs.

COLLABORATION ASSESSMENTS

However, this money does not appear to be directed towards the salaries of teaching faculty but rather towards salaries for grad students, postdocs, research support personnel, research associates, specialized technicians, and summer students.

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**Does the agreement support tenure and the security of employment by avoiding reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       **No**       Not Clear       Not Applicable

**Comment:**

While the AICISE website suggests that the Centre draws heavily on personnel from the Schulich School of Engineering and the Faculty of Science, it would appear that AICISE relies in large part on the work of non-tenure or soft money academic employment. The agreement with AIF assigns over half of the annual grant contribution money to personnel costs. Of the \$675,000 allocated for personnel costs in the Year 1 Budget of AICISE, \$635,000 was spent on trainees, grad students, postdocs, research support personnel, research associates, specialized technicians, and summer students.

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## 2. Centre for Oil Sands Innovation (COSI)

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[for research undertaken through the Centre for Oil Sands Innovation]

### Participants in Collaboration:

- University of Alberta
  - Imperial Oil
  - Alberta Innovates – Energy and Environmental Solutions (AI-EES)
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

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**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

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**Comment:**

The funding agreement with Imperial Oil clearly spells out the “Step-Gate” process used for vetting and evaluating research proposals. Research proposals are evaluated by the Scientific Advisory Committee (SAC). All research proposals must ultimately approved by the Executive Management Committee (EMC).

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

The decisions regarding the allocation of funding are made by the SAC and EMC which both have a majority of their members from industry and government.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

While project research may ultimately be published by researchers, all new IP is owned by the university and licensed to Imperial Oil. The Alberta Minister of Higher Education has to be consulted regarding the public announcement of any “breakthrough discovery.”

---

COLLABORATION ASSESSMENTS

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

It appears that there are several finite projects underway through COSI. It is unclear whether researchers are entitled to all the data and findings from the project in which they are involved.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       **No**       Not Clear       Not Applicable

**Comment:**

Publication can be delayed for up to one year by the EMC.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

While the sponsors are not explicitly afforded the right to interfere with the dissemination of undesirable results, the AI-EES and Imperial have a central role to play in the way in which any public announcement of results is formulated. Also, the agreements clearly specify that the purpose of the research is to benefit the centre partners.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       **No**       Not Clear       Not Applicable

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

The extent to which COSI has changed the culture or curriculum of the Faculty of Engineering at University of Alberta is unclear. On COSI’s website, the Faculty is characterized as providing access to infrastructure, facilities, professors, and graduate students.

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

In fact, the funding agreement with Imperial Oil indicates that Imperial Oil employees may be involved in evaluating research projects.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

- Yes       No       Not Clear       Not Applicable

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The foundation agreement includes this bizarre statement: “The University’s relationship with existing research partners will be respected and every effort will be made to reduce the possibility of accidental contamination of the intellectual knowledge of its workers.”

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

All monies from the grants are to be invested in the COSI projects and infrastructure.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

- Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

There is no prohibition of this kind in the agreements. In fact, the agreement with Imperial Oil provides opportunity for the company's staff to give workshops and lectures to students. The content of these workshops/lectures is not indicated.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Both the agreement between the university and Imperial Oil and the agreement between the university and the government agencies allow the parties to withdraw from the agreement with 180 days notice and no justifiable cause.

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision in the agreements against such disclosure. However, the agreement with AIF lists 5 funders of COSI. Three names were redacted from the copies CAUT received through access to information. The names of the other Three funders do not appear on any other public documents or websites relating to COSI.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It would appear that while much of the research may be intended for publication, the commercial needs of the industry partner may take priority.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The intellectual property owned by researchers prior to the signing of the agreement remains the property of the researcher.

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement with Imperial Oil contravenes both the IP provisions outlined in both the university's policy and faculty association collective agreements.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Oil includes provision for the internal purposes of the university, but no rights are reserved for individual academic use.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement with Imperial Oil specifies that research findings may be used by the university solely for "internal educational and research purposes." There is no provision for the researchers' right to freely use and distribute research results.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement with Imperial Oil stipulates that conflicts of interest will be "managed" according to the universities policy.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The funding agreement asserts that COIs are unavoidable and there should be managed as per university policy. The university conflict of interest policy is decidedly weak.

COLLABORATION ASSESSMENTS

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

“Material conflicts” are to be reported “promptly” to the other party “in the interest of limiting adverse impacts and reaching mutually agreeable mitigation plans.”

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The evaluations/reviews of COSI are made solely by the donors. The reports from these evaluations are not public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no mechanism for independent review.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no mechanism for tracking or recording concerns stipulated in any of the donor agreements.

6. **The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Representatives of Imperial Oil and the government agencies form a majority on COSI's governing body, the EMC. The EMC sets the strategic direction for COSI, approves COSI's budget, vets all research project proposals as well as making recommendations regarding the appointment of staff to the Centre. The agreement with Imperial Oil also contravenes the university's policy on IP and the faculty collective agreement by prohibiting the ownership of IP by researchers.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

External funders form a majority on COSI's governing body, the EMC. The EMC sets the strategic direction for COSI, approves COSI's budget, vets all research project proposals and makes recommendations regarding the appointment of staff to the Centre.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement is governed by the EMC. The EMC is composed of two representatives from the University, two from Imperial Oil, two from AI-EES, and two from each additional funding partner. With the unanimous agreement of the committee members other funding partners may join the EMC. Each additional funding partner may appoint two representatives to the EMC. The agreement between the University of Alberta and AIF explicitly states that the EMC membership will consist of a majority of members external to the University.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While the agreement with Imperial Oil indicates that COSI "is to be operated and staffed by the university" all the mid and upper-level management decisions are either vetted or made by the EMC.

7. **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The faculty collective agreement guarantees academic freedom for academic staff. However, it is no clear how many members of the research team at COSI are covered by this collective agreement.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It is unclear to what extent the salaries of faculty and researchers are paid for by the university or the donors. The agreement with AIF indicates that certain amounts of the donation must be allocated to “the recruitment and retention of personnel” and further “to create the competitive edge for recruiting highly qualified investigators to Alberta.”

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision protecting against such reliance. It is clear that COSI relies heavily on the work of graduate students and postdocs. However, the extent to which it relies on members of the contract academic staff or soft-money academic employment is unclear.

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### 3. Consortium for Heavy Oil Research by University Scientists (CHORUS)

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#### Participants in Collaboration:

- University of Calgary
  - Core Sponsors:
    - Nexen Inc.
    - ConocoPhillips
    - Petrovera Resources Husky Energy
    - Husky Energy Inc.
- 

#### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision for the protection of academic freedom in these agreements.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no indication in any of the agreements about how researchers might apply for funding and what selection criteria will be used.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no provision for peer review in the evaluation or allocation of funding for research.

The agreements name Dr. L. R. Lines as the “Principal Investigator.” The agreements also specify that any future Principal Investigator must be acceptable to both the university and the sponsor or “this agreement shall be terminated.”

---

COLLABORATION ASSESSMENTS

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It is not clear to what extent the dissemination of results is under the control of researchers. However, there is no provision protecting this right of researchers.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements indicate that the sponsors have the right to review any publication or presentation relating to the agreement. If, within 60 days, the sponsor objects in writing, “the parties shall negotiate an acceptable version of the proposed disclosure include the release date.”

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The scope of information that can be classified as “confidential” is troublingly expansive. In fact, the provisions leave open the possibility for the research itself (or elements thereof) to be classified as “confidential.”

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

Given that the sponsors renew their sponsorship simply by paying the agreed upon amount by the end of each year, it is clear that the sponsor can simply withdraw funding if it is not in favour of the research proposed.

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

- Yes       No      **X Not Clear**       Not Applicable

**Is all the research intended for publication and/or dissemination?**

- Yes       No      **X Not Clear**       Not Applicable

**Comment:**

The agreements indicate that the university and sponsor agree “not to disclose to others” any “information designated as confidential.” However the agreements offer no definition of what information might be designated as “confidential”. Instead, the agreements list information to which the label “confidential” shall *not* apply. This is information which:

- f) Is already known to the party to which it is disclosed;
- g) Is or becomes generally available to the public without breach of this agreement;
- h) Is obtained from third parties which have no obligation to keep confidential to the contracting parties;
- i) Is required to be disclosed by law but only to the extent so required;
- j) Is independently developed by Sponsor.

Given the restrictive nature of this list, the scope of information that can be classified as “confidential” is troublingly expansive. In fact, these provisions leave open the possibility for the research itself (or elements thereof) to be classified as “confidential.”

**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

- Yes       No      **X Not Clear**       Not Applicable

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

- Yes      **X No**       Not Clear       Not Applicable

**Comment:**

Intellectual property (IP) is not owned by the researchers themselves but by the university. This contravenes the principles articulated in the university’s policy on IP which asserts that “creators of Intellectual Property who are Members of the university own their own works”.

OPEN FOR BUSINESS – ON WHAT TERMS?

However, the university policy qualifies its commitment by indicating that creators own their works “unless qualified by law or written in agreements to the contrary.” The collective agreement simply references the university policy.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university’s right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements do not include any specific limitations on the sponsors in this regard; however, there is nothing in the agreements to indicate that the sponsors have the right to intrude in academic affairs.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no governing committee.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

---

7. **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

A commitment to academic freedom is entrenched in the collective agreement for faculty at the University of Calgary. However, other researchers involved in the research, such as graduate students, are not protected by this contract.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

---

**Does the agreement support tenure and the security of employment by avoiding reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

---

#### 4. Consortium for Research and Innovation in Aerospace in Quebec (CRIAQ)

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##### Participants in Collaboration:

- Consortium for Research and Innovation in Quebec
  - Corporations
    - Pratt & Whitney Canada Corp.
    - Bombardier
    - CAE
    - CMC Electronics
    - Rolls-Royce Canada
  - Universities
    - McGill University
    - École de technologie supérieure
    - Concordia University
    - Université de Sherbrooke
    - École Polytechnique de Montréal
- 

##### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement is silent on academic freedom.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

The CRIAQ board of directors, with a majority of industry officials, and a minority of university administrators, with one government member, decides which projects can apply to NSERC. NSERC's decision to fund is made through peer review.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Dissemination is subject to confidentiality provisions.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The Industry party can seek delay of publication up to one year.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This is not made explicit in the agreement.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

---

COLLABORATION ASSESSMENTS

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student's potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Given the proliferation of these collaborative agreements, and the objective to prepare students for employment in the aerospace sector, this is a real danger.

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

CRIAQ or industry may terminate with two months notice. There is a provision to reimburse “non-cancellable commitments” made by the university, such as scholarships.

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

Yes       No       Not Clear       Not Applicable

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

---

**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university’s right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement had to be obtained through an access to information request.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no post-agreement evaluation plan in place.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

The agreement is carried out by academic investigators and industry project managers.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

---

COLLABORATION ASSESSMENTS

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       **Not Clear**       Not Applicable

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       **Not Clear**       Not Applicable

---

## 5. Enbridge Centre for Corporate Sustainability

---

### Participants in Collaboration:

- University of Calgary
  - Enbridge Inc.
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor agreement does not mention academic freedom, but the terms of reference for the Centre states that the “Centre will at all times operate within the mandate of the university for independent scholarly and academic freedom,” and “is subject to all university policies and procedures,” as well as that “[n]othing in the these Terms of Reference will be interpreted as a restriction on the University’s independent discretion to pursue its mandate.” The Sponsorship Agreement provides veto power to Enbridge if any university policy change would materially affect the sponsorship.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In accordance with the university’s research policy.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In accordance with the university’s research policy.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In accordance with the university’s research policy.

---

COLLABORATION ASSESSMENTS

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In accordance with the university's research policy.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The university's intellectual property policy allows for a maximum 24-month delay in publication.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and "competitors" of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

University policies and procedures do not address this issue.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The terms of reference state that "Nothing in these Terms of Reference will be interpreted as a restriction on the University's independent discretion to pursue its mandate." The terms of reference also make clear that the donor's role is arm's-length and that it does not have a direct role in the Centre's decision-making processes, operations, or evaluation. In terms of governance, the donor has one non-voting member on the Academic Advisory Group with the power of recommendation only.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such prohibition, though the company does not produce user goods. The donor agreement specifies that the donor’s benefits are “recognition, marketing and promotional benefit.”

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The sponsorship agreement can be terminated by mutual consent. The university can terminate the sponsor agreement if payments are not made.

COLLABORATION ASSESSMENTS

The donor can terminate the agreement if it believes the university has failed to “provide substantially the recognition and benefits contemplated by this Agreement.”

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

Yes       No       Not Clear       Not Applicable

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

---

**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

As per university IP policy.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university’s right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

---

**Comment:**

As per university IP policy.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

OPEN FOR BUSINESS – ON WHAT TERMS?

**Comment:**

The terms of reference specify that the Centre is subject to all university policies and procedures, which includes the conflict of interest policy.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The conflict of interest policy requires that such conflict be disclosed. The policy also refers to the collective agreement.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The university's conflict of interest policy applies to such activities.

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The conflict of interest policy simply requires that such conflict be disclosed, not prohibited.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor agreement and the Enbridge Centre's terms of reference were obtained through a freedom of information request.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

The Centre is subject to an annual review, in accordance with the University's Research Institutes and Centres Policy. The Centre is also approved for a term of five years with the possibility of renewal for a further five years, based on the approval by the VP Research and VP Academic. It is not clear that any assessment is made public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The sponsor has a non-voting representative on the Academic Advisory Board.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The Centre reports to the Dean of the Haskayne School of Business, in accordance with the Research Institutes and Centres Policy.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Day-to-day management is carried out by the Centre's director who may be a faculty member

---

7. **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The Centre operates in accordance of the Research Institutes and Centres Policy, which also makes reference to the collective agreement.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

---

## 6. Mineral Deposit Research Unit (MDRU)

---

### Participants in Collaboration:

- University of British Columbia
  - The mining industry
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The governing document does not contain an explicit commitment to academic freedom, but it does commit to UBC policy. The individual funding agreements explicitly protect the dissemination of research results.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Project approval is conferred by the Board of Directors, after proposals are developed in collaboration with industry partners. Criteria are not set out in the MDRU Guidelines, but records reveal that the criteria are often strategic.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

A peer-review process is used, but it is not impartial and peers do not constitute the majority of the committee that reviews proposals.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

OPEN FOR BUSINESS – ON WHAT TERMS?

**Comment:**

Researchers are not limited in the dissemination of their work, unless proprietary information is to be disclosed.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Researchers have access to all data, including relevant proprietary data.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no publication delay.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

No interference of this kind is permitted.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It is common for research projects to be co-funded by multiple mining companies.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

There is a clear separation between the administration of the MDRU and the academic affairs of the university and the department.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student's potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The industry partners play no role in student admission or evaluation. The research decisions for graduate students are somewhat restricted by the availability of funded projects.

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no explicit prohibition of this kind.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Industry partners play no role in the evaluation of faculty, other than the discretion they may exercise to fund or not fund a project. The Director of the MDRU is evaluated by the Board of Directors, but only in his or her administrative capacity. The Director's academic role is overseen by the Department Head.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While the collaboration establishes a separate institution with its own strategic goals, the MDRU's location at the heart of the Department of Earth and Ocean Sciences, and the

OPEN FOR BUSINESS – ON WHAT TERMS?

involvement of so many of UBC’s faculty and students in its projects, makes the possibility of mission creep very likely.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty members may freely seek or not seek to be associated with the MDRU.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no such provisions.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no prohibitions of this kind. In fact, the ability to market directly to students is one of the privileges of being a foundation member.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Neither the MDRU Guidelines nor the individual funding agreements contemplate termination.

---

**3. Protection of Academic Knowledge Sharing**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

COLLABORATION ASSESSMENTS

Yes       No       Not Clear       Not Applicable

**Comment:**

The list of members of the MDRU is public. Individual projects are reported on in the annual reports.

---

**If all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Researchers are not restricted in their ability to disseminate their work.

---

**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

If the background research is owned by the industry partner, it is not public. However, any background research owned by UBC remains with UBC and is available to the researcher and, presumably, to the public through the dissemination of research results.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Intellectual property provisions are consistent with UBC policy.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Any non-patentable products go into the public domain for use by all parties. Any patentable products are owned by UBC.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university’s right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no provisions for exclusive licenses in the documents reviewed.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The conflict of interest policy of UBC applies to researchers. This policy defines conflict of interest and outlines the procedure for making declarations. The industry partners are not bound by the policy.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The level of financial interest allowed under UBC policy is 5% ownership or \$5,000 in a calendar year. Anything above these limits must be declared.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no prohibition, but there is a requirement to declare interest where it exceeds the level described above.

---

COLLABORATION ASSESSMENTS

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no prohibition of this kind.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The individual funding agreements are not public documents, but were obtained through access to information requests. Of the more than 20 agreements reviewed, only one was for more than \$250,000, and it was heavily redacted.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a reporting mechanism, but the reports are not made public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no post-agreement evaluation plan, but the Board of Directors regularly reviews the success of the MDRU research direction.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no specific mechanism described, but the records indicate that the Board of Directors deals with any complaints or concerns at its meetings.

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a clear separation between the industry partners and academic matters, university governance, and academic employment decisions. The Board does play a role in the appointment of the Director.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The industry partners play no role in academic matters.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration is governed by a Board of Directors comprising a majority of industry representatives.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Day-to-day management of the MDRU is carried out by the Director, who is an academic but serving an administrative role.

---

7. **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The faculty associated with the MDRU enjoy academic freedom.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty are paid by the university. The compensation for Project Co-ordinators and other specific project staff (such as Postdoctoral Fellows) is paid for from the individual project funding.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The MDRU relies heavily on short-term, non-tenure track research staff.

---

## 7. Vancouver Prostate Centre

---

[for research undertaken at the Vancouver Prostate Centre]

### Participants in collaboration :

- University of British Columbia (UBC)
  - Pfizer Inc.
  - British Columbia Cancer Agency (BCCA)
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement is silent on academic freedom.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Applications are made to the Research Committee.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The Research Committee consists of representatives from each party. Each party has one total vote. All decisions must be unanimous.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The dissemination of results is ostensibly under the researcher's control, with detailed limitations in place.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

Some of the data and material may be restricted by confidentiality requirements.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a 75 day submission delay, including an extension period. There is up to a six-month publication delay on material flagged as objectionable by the donor.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor can delay publication, but it appears that negative results would eventually be able to be published.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no specific restrictions in place.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is not involved in curricular or educational decision-making.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is not involved in these areas.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

Student recruitment and evaluation are not aspects of this collaboration.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty research proposals are reviewed and approved by the donor.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

While the collaboration takes place at arm's-length from the university, the work of the academic staff involved in the project is their university work. Therefore, the goals of a cohort of researchers within the Faculty of Medicine come to be aligned with the goals of the donor.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration appears to be an 'opt-in' situation.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

There are no such provisions.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

There are no prohibitions of this kind.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The protocol for termination of the agreement is very specific.

---

**3. Protection of Academic Knowledge Sharing**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The source of funding is a matter of public knowledge.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While the agreement acknowledges the freedom to publish, there are strict terms on the treatment of confidentiality and the right of the donor to delay publication.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Any research the parties bring to the collaboration remains their respective property.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The UBCFA collective agreement does not contain an intellectual property provision. The agreement contains intellectual property provisions that are different from the University's.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In addition to confidentiality, parties to the agreement must adhere to detailed IP, licensing, and patent provisions spelled out in the agreement.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Once licenses and/or patents pass to the donor, it is unclear what freedom the researcher has to use and distribute the licensed or patented material.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not require disclosure of conflicts of interest.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such language in the agreement.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no language to this effect. However, employees of the parties and third parties

COLLABORATION ASSESSMENTS

are prohibited from gaining the rights to material created through the research collaboration.

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such prohibition.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not mention specific amounts of money, but guides the awarding of money from the donor (approximately \$9 million over three years). The agreement is not a public document.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is an assessment mechanism, but the results are not made public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such plan in place.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such mechanism in the agreement.

---

6. **The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a separation between the donor and the academic governance of the university.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

UBC staff and students involved in the collaboration are bound by the terms of the agreement. It is unclear how these terms impact the institution's academic mission.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

UBC, the British Columbia Cancer Agency, and Pfizer each have one vote.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The Director of the Vancouver Prostate Centre (currently a member of UBC faculty) appears to be the chief administrator of the collaboration.

---

7. **Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The academic freedom of researchers involved in the collaboration is threatened.

COLLABORATION ASSESSMENTS

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement covers the allocation of research funding, but it is not clear whether this includes compensation.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This collaboration does not appear to involve the hiring of additional staff. Each party remains responsible for its own hiring, and the terms thereof.

---

## 8. Balsillie School of International Affairs

---

### Participants in Collaboration:

- University of Waterloo (UW)
  - Wilfrid Laurier University (WLU)
  - Centre for International Governance Innovation (CIGI)
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The governing documents contain explicit commitments to academic freedom.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

All decisions about funding are made by the university partners using their internal processes.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

A peer-review process is used at each university.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Researchers are encouraged to disseminate their work.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

This collaboration establishes a school; it is not an independent research project.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no publication delay.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

No interference of this kind is permitted.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty at the school are encouraged to establish and pursue their own research priorities.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The governing documents provide for a clear separation between the administration of the school and the academic missions of the university partners.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Each university partner handles its own student relations.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Representatives of CIGI, and also those academics seconded into administrative positions at the school, play no role in student recruitment or evaluation.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Representatives of CIGI, and also those academics seconded into administrative positions at the school, play no role in staff recruitment or evaluation.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement establishes a separate institution with its own strategic goals. The goals of the school are therefore independent of the goals of either UW or WLU.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty members agree or apply to be appointed to the school from their home institutions. They may easily choose not to do so.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no such provisions.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

There are no prohibitions of this kind.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not contemplate termination. There is however a dispute resolution process.

---

**3. Protection of Academic Knowledge Sharing**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The contribution and its source are well known.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

As above, researchers are encouraged to disseminate their work.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Background research does not inform the collaboration.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Each university maintains its own IP regime.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       **Not Applicable**

**Comment:**

It is not anticipated that this collaboration will produce inventions or patents.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       **Not Applicable**

**Comment:**

Likewise, no exclusive licenses are anticipated.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       **No**       Not Clear       Not Applicable

**Comment:**

However, the governing documents include reference to the conflict of interest policies of each university partner, as they relate to the allocation of research funding.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       **No**       Not Clear       Not Applicable

**Comment:**

This is not made clear in the governing documents.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       **Not Applicable**

**Comment:**

There is no product per se under investigation.

---

COLLABORATION ASSESSMENTS

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no prohibition of this kind.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The governing documents are posted on the website of the School.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such mechanism in the governing documents.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It is not anticipated that the agreement will terminate.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no specific mechanism described.

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

OPEN FOR BUSINESS – ON WHAT TERMS?

**Comment:**

There is a clear separation between the donor and academic matters, university governance, and employment decisions.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor, representatives of the donor organization, and academic staff seconded into the Directorship of the School are all excluded from decisions related to academic matters.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration is governed by a Board of Directors comprising two-thirds members from the university partners, but these university representatives are not elected.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Day-to-day management of the agreement is carried out by the Director, who is an academic seconded into an administrative post.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The faculty of the school are covered by the respective employment contracts at each university, each of which includes protection for academic freedom. Furthermore, the governing documents reaffirm the commitment of the School to academic freedom.

---

COLLABORATION ASSESSMENTS

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Faculty and researchers are employed directly by the universities. CIGI research chairs are appointed by their home university, and the bulk of their compensation remains the responsibility of the home university.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration does not exacerbate the contingency of academic labour through a reliance on contract teachers or soft-money employment, and therefore it does not undermine tenure or the security of employment of academic staff.

---

## 9. Munk School of Global Affairs

---

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement affirms academic freedom and freedom of research.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not include funding for which faculty would apply.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no research funds dispersed under the terms of this agreement.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no restrictions on publication or dissemination of research.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This agreement does not establish a research project of this type.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no publication delay.

---

COLLABORATION ASSESSMENTS

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This does not seem to be possible within the terms of the agreement.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Members of the school are not restricted in this way; however, they are obliged to share space with a private think-tank supported by the donor.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor has no direct influence over curriculum; however, because the donor controls the fate of the school and its funding, the donor may potentially exercise indirect influence over the program.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This appears to be the case.

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The university maintains control over these areas.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are the recruitment and evaluation of post-docs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement states that appointments will be carried out according to university policy.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The existence of the partnership between the donor and the university (as represented by this agreement and previous agreements) has shaped the academic priorities of the university, without any clear endorsement by the collegium.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The School of Global Affairs exists only because of this agreement; therefore there is no option not to participate.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In fact, the large financial commitment by the university could potentially serve to siphon funding away from other areas of the university.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no prohibitions of this kind.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

The terms for termination are clear, but they are not fair. The donor may terminate the agreement at its sole discretion.

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The source of funding is widely known.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In fact, the evaluation of the school will be based in large part on the impact factor of its faculty's publications.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Background research does not factor in this collaboration.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement contains no intellectual property provisions.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no anticipated inventions or patents in this project.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

As above, there are no anticipated exclusive licenses resulting from this project.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement is silent on conflicts of interest.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such provision. The current director of the school is also a board member of the private think-tank, which is funded by the donor, whose donation pays the director's salary, etc.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no product under investigation per se.

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement includes no such prohibitions.

---

5. **Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The full text of the agreement has been made public.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While the director of the school reports regularly to the donor's board of directors, these reports are not public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a mid-agreement evaluation of the school.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such mechanism in place.

---

6. **The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor does not intervene in day-to-day governance, and is not given latitude to contravene existing policies or agreements.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

OPEN FOR BUSINESS – ON WHAT TERMS?

**Comment:**

The university maintains control over academic matters.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is an External Advisory Board and an Academic Advisory Board, but no details are provided as to who sits on these boards or what roles they will play.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It appears that the director of the school and the university administration manage the agreement on a day-to-day basis.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement makes specific reference to the University of Toronto Faculty Association Memorandum of Agreement.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The majority of the compensation for senior staff (the director, chairs and fellows) comes from the donation.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

## COLLABORATION ASSESSMENTS

**Comment:**

Appointments to the director and chairs are intended to be full-time tenure-track (or tenured) appointments.

---

## 10. Partnership: University of Ontario Institute of Technology/Durham College/Ontario Power Generation

---

### Participants in Collaboration:

- University of Ontario Institute of Technology (UOIT)
  - Durham College
  - Ontario Power Generation (OPG)
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements are silent on academic freedom.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The funding is not intended to support individual research projects.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Decisions are made through negotiation by the parties and through the Partnership Committee.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The gift does not concern the kind of research that would be disseminated in the usual way.

---

COLLABORATION ASSESSMENTS

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is ample information-sharing between the parties.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration does not affect the publication of research.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While there is no effect on research publication per the terms of the agreements, the intimate involvement in program delivery by the donor provides opportunity for interference in the dissemination of knowledge more broadly.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

It appears that other companies in the power industry are involved in various ways with UOIT and Durham programs.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is involved in curriculum design and program delivery.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

There is evidence that UOIT and Durham College representatives confer with OPG representatives regarding student recruitment, training, and evaluation.

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

There is clearly no such prohibition.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

Records indicate that OPG has input into faculty hiring.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The collaboration has shaped the goals of the department and faculty.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The funding covers curriculum offerings and equipment, so it is not clear how a faculty member in a collaborating department could avoid participation in the collaboration.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

- Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

While the agreements under review do not provide ancillary funding, there are various other projects at UOIT funded by the donor, and which do not have direct ties to the collaboration in question.

---

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such prohibition.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor may terminate the agreement unilaterally, but only on “reasonable” grounds.

---

**3. The Protection of Academic Knowledge Sharing**

**Are faculty and graduate students free to disclose the source of the agreement’s funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements involve recognition of the donor in various formats.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While the collaboration does not produce research per se, the education and training opportunities facilitated by the donor are intended for broad take-up.

---

**If “background” academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Background academic research does not inform this project.

OPEN FOR BUSINESS – ON WHAT TERMS?

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

As there is no statement to the contrary, one may presume that each party operates according to its own IP and copyright policies.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no reservations of academic use or distribution rights.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Exclusive licenses are not granted as part of these agreements.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements are silent on conflict of interest.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The issue of financial interest is not addressed.

---

COLLABORATION ASSESSMENTS

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no restriction of this kind.

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no prohibition of this kind.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor agreements were obtained through an access to information request.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is a mechanism for regular assessment of the collaboration, but these assessments are not made public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no post-agreement evaluation plan in place.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

While there is a mechanism for regular assessment, there is no mechanism for tracking or recording complaints from program participants (i.e. students, faculty).

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Existing governance mechanisms at UOIT and Durham College are unaffected.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is included in academic planning.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Although they are not elected, the academic personnel on the Partnership Committee occupy a 2/3 majority.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The academic administrators at UOIT and Durham College have day-to-day responsibility for the programs.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

COLLABORATION ASSESSMENTS

Yes       No       **Not Clear**       Not Applicable

**Comment:**

It is clear that faculty are covered by their respective collective agreements, but the status of the OPG employees who are seconded to teach courses is unclear.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

**Yes**       No       Not Clear       Not Applicable

**Comment:**

The financial gifts are not used to pay the salaries of the academic staff who are involved in the collaboration.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

The expansion of nuclear engineering programs could create more opportunity for secure employment. At the same time, the use of contracted OPG employees to teach courses and participate in curriculum planning undermines a core role of academic staff.

---

## 11. Partnership: University of Toronto/Pierre Lassonde – GoldCorp Inc.

---

### Participants in Collaboration:

- University of Toronto
  - Pierre Lassonde
  - Goldcorp Inc.
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements reference university policy and the faculty Memorandum of Agreement.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The funding supports a number of chairs and professorships, scholarships, and capital projects. The funding does not go to specific research projects.

---

**Are decisions about funding under the agreement made through peer review?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Specific research projects are not supported by the funds, therefore peer review is not activated.

---

**Is the dissemination of results under the control of the researchers?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The research that may be undertaken by chairs, professors, postdoctoral scholars, or students supported by the donation remains solely their research. No interference by the donor is allowed.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

The agreements allow the donor neither access nor control over data or findings.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements do not stipulate any publication delay.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no room for the donor to interfere.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no restrictions of this kind placed on any person who works within the scope of the agreements.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Participation by the donor is explicitly prohibited.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Participation by the donor is explicitly prohibited.

---

OPEN FOR BUSINESS – ON WHAT TERMS?

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements insist that recruitment and evaluation remain the sole purview of the University.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Hiring and promotion decisions remain the sole purview of the university – for faculty and librarians, this is subject to the terms of the Memorandum of Agreement.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

This depends on whether the university's goal to furnish the minerals industry with highly-qualified employees predates the agreements.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Because the funding supports an entire department, an entire centre, and the very space that the scholars occupy, it is virtually impossible to choose not to participate and still remain a member of the department.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

However, the agreements state the value of establishing cross-departmental and interdisciplinary ties.

---

COLLABORATION ASSESSMENTS

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no clear prohibitions against this.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are reasonable procedures in place for both the termination and amendment of the agreements.

---

**3. The Open Exchange of Ideas and Discoveries**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Indeed, naming provisions in the agreements would make hiding the source of funding extremely difficult.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

As stated above, any research undertaken remains that of the researcher.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Research product is not subject to the agreements under review.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

University policies and/or Memorandum of Agreement policies apply.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements impose no reservations of this kind.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Exclusive licenses are not contemplated by these agreements.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements are silent on conflicts of interest.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no limitations of this kind.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no such prohibitions.

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no such prohibitions.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements were obtained through access to information requests, and significant sections of the 1996 agreement were redacted.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreements provide for regular reporting; however, these reports are not made public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no such plan in place.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no mechanism for recording or tracking complaints from members of the department or centre about the donation, the donor, or the programs undertaken.

---

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is expressly prohibited from being involved in academic matters.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is expressly prohibited from being involved in academic matters.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The advisory committee ranges from a one-seat academic majority to a three-seat academic minority.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The incumbents who occupy the chairs, and the university more generally, manage the implementation of the agreement.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

The University of Toronto Faculty Association Memorandum of Agreement is recognized.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       **Not Clear**       Not Applicable

**Comment:**

This would have to be determined on a case-by-case basis. The funding supports a portion of faculty salary, and any remainder is covered by the university.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

**Yes**       No       Not Clear       Not Applicable

**Comment:**

The agreements endow only full-time, tenure-track positions.

---

## 12. Partnership: Western University/Cassels Brock & Blackwell LLP

---

**Participants in Collaboration:** The University of Western

- Cassels Brock & Blackwell LLP
  - An unknown “consortium of funders”
- 

### 1. Protection of Academic Freedom and Institutional Autonomy

**Does the agreement include specific protection of academic freedom?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

There is no specific mention of academic freedom in the donor agreement.

---

**Are there clear details provided about how faculty apply for funding and what evaluation and selection criteria will be used?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

Except for the endowed chair created by this donation, no research funding is awarded.

---

**Are decisions about funding under the agreement made through peer review?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

While the funds are to endow a chair, the process by which the donor will participate in the selection of the chair is unclear. It is clear, on the other hand, that the donor will have some degree of influence in this process.

---

**Is the dissemination of results under the control of the researchers?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not mention the production or dissemination of research.

---

**Do the researchers have access to all the data and findings being collected in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not mention the handling of findings or data.

---

**If there is a publication delay, is it no longer than 60 days?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no mention of a publication delay.

---

**Does the sponsor or collaborator have the right to interfere with the dissemination of results that may have a negative effect?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The right of the donor to interfere is not specified; however, the close participation by the donor in program administration and delivery provides opportunity for interference.

---

**Are there restrictions placed on the relationships between the faculty or students involved in the project and “competitors” of the donor or partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The project is concerned with the mining industry, not a particular mining company. To what extent criticism of the mining industry by the chair would be tolerated is unclear.

---

**2. Protection of Academic Integrity**

**Are curriculum choices or educational programs within collaborating departments and faculties free from influence by the existence of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

In fact, curriculum choices are directly influenced by the donor.

---

**Are recruitment, admission, evaluation, or research decisions for graduate students protected from being influenced by the student’s potential involvement in the collaborative project?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Donor staff will be involved in the teaching and evaluation of students.

---

**Is there a prohibition against individuals employed by the donor or collaborating organization being involved in the recruitment or evaluation of graduate students?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

In fact, the agreement establishes numerous opportunities for the donor to be involved in program delivery and student evaluation.

---

**Are the recruitment and evaluation of postdocs and faculty members protected from being influenced by their potential involvement in the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

It is clear that the donor will be involved in the selection of the chair, but the extent of that involvement is unclear. The chair will also be accountable to some extent to the donor, through regular reporting.

---

**Have the longer term strategic goals of the department, faculty, or institution been shielded from distortion by the shorter term goals of the collaborative project?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The explicit purpose of the collaboration is to promote the mining industry and mining law. This factor would be mitigated somewhat if mining was already a priority for the Faculty of Law prior to this collaboration.

---

**May members of the collaborating department or faculty choose not to participate in the collaborative project without experiencing any negative impact?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement has no direct effect on the work of other faculty.

---

**Are there express provisions in the agreement that provide for ancillary funding to other projects in the institution?**

- Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement calls for cross-promotion of the program to other law departments such as securities, corporate, and business, but there does not seem to be any additional funding for those areas of law education.

---

COLLABORATION ASSESSMENTS

**Are there prohibitions against commercial marketing to staff and/or students by the donor or sponsor?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Rather, the agreement allows for direct marketing by the donor to staff and students.

---

**Do the terms of the agreement provide for clear and fair procedures for terminating the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no terms to terminate the agreement, but there is a procedure in place to alter it.

---

**3. The Protection of Academic Knowledge Sharing**

**Are faculty and graduate students free to disclose the source of the agreement's funding?**

Yes       No       Not Clear       Not Applicable

**Comment:**

All information about the other donors (for the subsequent \$750,000) have been redacted from the documents reviewed. However, this "consortium of donors" may be revealed at a later date.

---

**Is all the research intended for publication and/or dissemination?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not mention research.

---

**If "background" academic research informs the project, does this research remain public and are its rights held by the researcher and/or institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Background research is not contemplated. In fact, the agreement notes that mining law is a field where few doctoral-level academics exist.

---

**Are intellectual property provisions consistent with the faculty association collective agreement and with university policy?**

Yes       No       Not Clear       Not Applicable

**Comment:**

As intellectual property is not mentioned in the agreement, we must assume that the collective agreement and university policy would apply.

---

**Do any inventions or patents derived from the collaborative project include reservations of academic use and distributions rights?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There are no reservations.

---

**If exclusive licenses are granted as part of the agreement, are there provisions protecting the university's right and the right of the researcher to freely use and distribute methods and results to other researchers in an academic setting?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Exclusive licenses are not granted as part of this agreement.

---

**4. Conflicts of Interest**

**Does the agreement require that all institutional and/or individual conflicts of interest be disclosed?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not mention conflicts of interest.

---

**Is it clear that researchers and their immediate families should have no direct or indirect financial interest in the donor collaborating partner?**

Yes       No       Not Clear       Not Applicable

**Comment:**

Again, conflict of interest is not mentioned.

---

**Are researchers prohibited from maintaining a material interest in the product under investigation, such as: holding equity in the company that owns the product or is sponsoring the research, receiving a salary, being a consultant, serving on the scientific advisory committee, etc.?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

While there is no “product” under investigation as such, it is possible that the chair could have strong ties to the mining industry or to the donor.

---

**Are senior administrators at the university (at the level of president or vice-president) prohibited from having direct or indirect financial interest in any donor or collaborative partner organization?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not contemplate prohibitions of this kind.

---

**5. Transparency**

**If the agreement is for \$250,000 or more, is it a public document?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement was made available through an access to information request, but it is not available on the university’s website or in the available record of the meeting of the Board of Governors where it was approved.

---

**Is there a mechanism for regular assessments of the effects and effectiveness of each agreement, and are these assessments made public?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement calls for regular reporting to the donor solely on the financial status of the endowment and the activities of the chair. There is no indication that these reports will be public.

---

**Is there an independent post-agreement evaluation plan?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The agreement does not call for term-end evaluation of any kind.

---

**Is there mechanism for tracking and recording concerns or complaints during the term of the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no mechanism like this described by the agreement.

**6. The Role of Academic Staff**

**Is the donor or other collaborative agreement allowed to intrude on academic governance or to contravene existing academic policies or collective agreements?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor will have a role in the selection of the chair.

---

**Are funders, private collaborators, or corporate partner representatives excluded from matters related to the academic affairs of the institution?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The donor is involved in the delivery of courses, in the training of first-year students, and is allowed access to the faculty for the purposes of promoting the mining industry and the practice of mining law.

---

**Is the agreement governed by a committee that consists of a 2/3 majority of elected academic staff members?**

Yes       No       Not Clear       Not Applicable

**Comment:**

There is no governance structure described by the agreement.

---

**Is the day-to-day management of the agreement carried out predominantly by university faculty?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The chair is tasked with the administration of the Mining Law and Finance Program.

---

**7. Structure of Employment in Relation to Academic Freedom, Academic Autonomy, and Tenure**

**Do the faculty and other researchers involved in the donor or other collaborative agreement have explicit protections for academic freedom under a collective agreement?**

Yes       No       Not Clear       Not Applicable

COLLABORATION ASSESSMENTS

**Comment:**

The university has clarified that the chair would be covered by the UWOFA collective agreement. However, the status of the practitioners who teach courses in the program is unclear.

---

**Is the bulk of the income of faculty and researchers involved in the agreement independent of the work covered by the agreement?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The income for the chair is endowed through the gift per the terms of the agreement, but not linked to the work of the chair.

---

**Does the agreement support tenure and the security of employment by avoiding a reliance upon non-tenure track, contingent, or soft-money academic employment?**

Yes       No       Not Clear       Not Applicable

**Comment:**

The appointments under the agreement would be time-limited; there is no mention in the agreement of how or if the university would continue to employ a chair who has completed her term.

---

## V: Concluding Note and Next Steps

Faced with declining public revenue and relentless pressure to embrace the dominant market ethic of today's society, universities are turning increasingly to collaborations with industry, donors and governments. The impact of a proliferation of collaborations will depend on whether universities insist on terms that protect the very nature of the university – a place where faculty and students are free to teach and to learn as well as to question, evaluate, criticise, analyze, and examine without restriction by established orthodoxy, social custom, conventional wisdom, or the preferences of the most powerful in their society.

To ensure that collaborative agreements with non-academic bodies respect the role of the university and the academic freedom and institutional autonomy that makes it unique, it is necessary that such agreements be transparent and that they incorporate protections for the universities' integrity.

This first look at collaborative agreements with Canadian universities raises alarm bells. In the majority of the twelve agreements reviewed here, universities have agreed to various violations of their own academic integrity. They have allowed private donors and corporate partners to co-opt roles formerly, and properly, played by academic staff. They have contributed to the erosion of shared collegial governance by sidestepping traditional university decision-making processes. They have undermined academic freedom by allowing direct and indirect restrictions on the creation and dissemination of knowledge.

It need not be this way. Two of the collaborations reviewed here – the partnership between the University of Toronto and Pierre Lassonde/Goldcorp Inc., and the Balsillie School of International Affairs – are, for the most part, structured in a way so as to preserve academic integrity, protect academic freedom, and encourage the unfettered practice of teaching and learning. We hold these up as models.

Several next steps should follow. CAUT will work with our member academic staff associations to encourage universities to renegotiate offending portions of existing agreements so each collaboration can continue in a manner that respects the *CAUT Guiding Principles for University Collaborations*.

The *Guiding Principles* are also to serve as a tool for academic staff and student organizations to evaluate existing collaborations not included in this report and new collaborations as they are announced. As additional collaborations are evaluated, we will add to this report on our website so that accurate and up-to-date information will be available on academic collaborations in Canada.

We will also work with academic staff and student organizations to encourage post-secondary institutions to adopt the *Guiding Principles* as the template for universities, donors, government and industries when they negotiate new collaborative arrangements.

Historically, the process of developing and adopting collaborations has been *ad hoc* and inconsistent.

## CONCLUDING NOTE AND NEXT STEPS

Since collaborations can be very beneficial to faculty, students, post-secondary institutions and the public, *if set up properly*, we hope this report will be a catalyst to widespread agreement on standards of practice that will benefit the academic community and its collaborative partners.

# Guiding Principles for University Collaborations

**APRIL 2012**

As collaborations between universities<sup>1</sup> and external individuals and organizations (donors, corporations, governmental agencies and bodies, NGOs, and foundations) proliferate, it is vital to have a clear set of principles to protect academic integrity and the public interest. The following principles cover various major donor-institutional and inter-institutional collaborative agreements, ranging from individual donors providing funding for a university institute or centre to broad strategic alliances such as the University of Alberta's \$10-million collaboration with Imperial Oil. After each principle, some specification is offered to clarify the context and provide some parameters to guide policy development and practice in universities.

While there can be real benefits to various donor agreements and collaborative arrangements, some have threatened or compromised core academic principles and the public missions of universities.

This statement is intended to provide guidance and recommendations for: (a) universities in developing policies and procedures governing donor agreements and collaborations; (b) governance review, monitoring, and assessment of such agreements and collaborations; (c) faculty members and other members of the academic workforce in thinking through a range of fundamental professional responsibilities and rights that are implicated and affected by donor agreements and collaborations; and (d) academic staff associations in negotiating collective agreement provisions to protect the academic freedom and other academic rights of their members.

### **1. Protect academic freedom and institutional autonomy in research, teaching, publication, service, and extramural speech.**

Protecting academic freedom and institutional autonomy should be predominant and prevailing considerations in developing, deciding upon, and assessing donor and other collaborations. They are fundamental to the integrity of academic work and of the university itself.

It is fundamental for a democratic society to have an autonomous academy in which academic staff have academic freedom in their teaching, their research, their extramural speech, and their speech about institutional matters. Academic freedom is essential if academic staff are to fulfil their professional and social responsibilities in generating, sharing, and interpreting knowledge that can inform decisions about products and important public policy issues.

Explicit protection of academic freedom must be incorporated into every donor/collaboration agreement. Academic freedom must take priority over the short-term potential of individual faculty, departments, or of the university to realize material benefits from such work. Better not to have the agreements and the monies than to compromise these values and become essentially a research and development outpost of donor, corporate, or other outside organizational interests.

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<sup>1</sup> These guidelines apply equally to the growing variety of university-affiliated bodies, such as university research foundations, centres and institutes, that enter into collaborative relationships.

As Canadian Nobel laureate John Polanyi warned, “At a certain point...we don’t have universities any more, but outlying branches of industry. Then all the things that industry turns to universities for – breadth of knowledge, far time horizons and independent voice – are lost.”

- a. Clear detail must be provided about how faculty may apply for funding in relation to a donor or other collaborative agreement, and what evaluation and selection criteria will be used. Any grants or research funding related to an agreement should be evaluated and awarded using academic methods of independent impartial peer review. Anyone involved in the peer review and awarding processes should not be in a position to derive any financial benefit from the agreement or its corporate donors/partners. Thus, for any work that is covered by the agreement, proposals should be evaluated by non-participating faculty competent to assess the merit of the proposals. Impartial peer review in the selection of research projects is the best way to protect academic freedom by ensuring that merit is the basis of the evaluation. University academic staff must have effective and clear control of any committee that reviews, selects, and finally approves research conducted as part of the collaboration
- b. The planning, design, data collection, analysis and dissemination of results should be under the control of the researchers, not the donor or organizational partner. In the conduct of the work, researchers will have access to all data and findings being collected in the project. It is not acceptable for researchers to be part of a project in which they are unaware of and/or do not have access to data from the larger project.
- c. Agreements cannot permit the donor or collaborators to have any right to change the content of publications nor permit delays in publication for longer than 60 days, and then only if there is a compelling reason for the delay. This applies to the work of faculty, graduate students, postdocs, academic professionals and undergraduate students.
- d. Any interference with a researcher’s right and responsibility to publish results, regardless of effect on the collaborating organization, is unacceptable.
- e. Agreements should explicitly recognize the absolute right of researchers to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.
- f. Restrictions on relationships between faculty or students and “competitors” of the collaboration partner should be minimized.<sup>2</sup>

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<sup>2</sup> (a) The group of “competitors” should be defined in advance at the time of entering into an industry collaboration agreement, should be as limited as possible, and should in any event include *only for-profit* entities.

(b) The “when” should be very clear, covering only work done simultaneously for the corporate partner and the competitor.

(c) The “who” should be very clear, covering only the same faculty member or graduate student.

(d) The “what” should be very clear, covering only similar work as defined in advance at

**2. Protect academic integrity in the research and educational functions of the university and its faculty, postdocs, students, and professionals.**

The protection of academic integrity involves more than protection against direct intrusion on the academic freedom of the researchers and the autonomy of the university. Integrity can also be compromised by indirect distortion of the core academic relationships and functions of universities and their faculty. It is very important that various aspects of academic relationships within the university not be inappropriately influenced by donor or other collaborative research arrangements. Nor should the overall work of the university and its units be distorted by such agreements.

- a. In developing agreements, it is necessary to ensure that educational programs at the undergraduate and graduate level will not be unduly influenced or distorted by the arrangements. Corporate funding of departments, for example, should not lead to students doing narrow work in the service of the funders at the expense of the usual degree program requirements, nor should it result in change in the curriculum.
- b. Relationships between faculty and graduate students should be safeguarded by ensuring a bright line between the involvement or non-involvement of the latter in collaborative agreements and their admission, program choices, and evaluation. Collaborating researchers employed by the donor or collaborating organization should not be involved in the recruitment or evaluation of students.
- c. The principal supervisor of any student undertaking research as part of the collaborative agreement should not have a direct or indirect financial interest in the collaborating organization.
- d. The longer term strategic goals of the department, college, and institution should not be diverted or distorted by the shorter term goals of the collaborative agreements and donor arrangements.
- e. The university must ensure that there is no negative impact on the work of others within the department/faculty/university who choose not to be part of a collaborative agreement.
- f. In developing agreements, consideration should be given to ways in which the additional resources provided can support ancillary work in the university not directly undertaken through the agreement (e.g., tithing grants to fund non-funded research and indirect costs of the agreement that otherwise would have to be borne by the university). The threat of distortion is in part a function of the proportion of the department/program/college resources devoted to the agreement relative to the overall resources of the unit in question. It is also a function of the proportion of department/program/college faculty expected to receive much or all of their funding through the agreement.

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the time the faculty member's project is funded through the industry collaboration agreement. Cornell, 2005, p. 13.

- g.** Serious consideration should be given to the likely effect of the agreement on projects/programs traditionally conducted in the public interest. As in #2.f, where possible, consideration should be given to ways in which the additional resources provided can support that university's work.
- h.** Academic facilities and classrooms should not be used as sites for commercial marketing and promotion for the donor or corporate collaborator, or any affiliated entity. Faculty must ensure that their universities have clear and consistent policies and practices that prohibit companies from distributing meals, gifts, samples, etc., to academic staff and/or students, and that bar non-authorized site visits by marketing representatives.
- i.** The donor's, corporation's, or partner organization's power to terminate the agreement prior to the expected term, or to lower the originally committed funding level, must be restricted to avoid covert pressure on faculty research agendas and outcomes. Agreements should contain a provision that the partner will pay the salaries of project personnel for a stated period of time in the event that the partner decides to terminate the agreement before the agreed-upon date or to decrease the originally contemplated funding level.

### **3. Protect the university's commitment to the free and open exchange of ideas and discoveries.**

A central feature of what makes a university a university is that it pursues and advances knowledge in the broader interests of society. That is part of what distinguishes it from being a corporate lab or the job shop of another organization. That distinction should be evident not only in the freedom of faculty and other academic employees to publish their results freely and openly, but also in the intellectual property policies of the university and the provisions of the collective agreement. Ownership of the scholarly intellectual property by an academic is a vital component of academic freedom.<sup>3</sup> As well, at its core a university produces knowledge for the general public not for any particular individual, corporate, or organizational interest, including its own material interest. Intellectual property rights should be pursued in the broad public interest.

- a.** No agreement should contain any provision that permits or implies that the donor or corporate collaborator has the right to forbid faculty or graduate students from disclosing the agreement's sponsorship of research.
- b.** Classified research and/or confidential corporate research that is not intended for publication and/or dissemination are never appropriate within a university research setting, and should never be permitted.

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<sup>3</sup> See *University of British Columbia and University of British Columbia Faculty Association* 125 L.A.C. (4<sup>th</sup>) 1, 2004 CLB 13966,76 confirmed in 2006 CLB 1705 BCLRB No B56/2006, CASE NO: 51071 "Ownership of the copyright in work produced in the course of employment by an academic author, rather than the university employer is important to support, foster and preserve academic freedom ..."<sup>3</sup>

- c. Agreements cannot give donors/partners/collaborating corporations privileged access to or commercial rights to “background” academic research, which by definition was not funded by the industry sponsors but by public and other sources not party to the agreement.
- d. Intellectual property in relation to a donor or corporate collaboration should be consistent with the faculty association collective agreement or, in the absence of collective agreement language, consistent with customary practice for intellectual property created by academic staff in the university.
- e. Licensing of inventions derived from agreement or donor-funded work should always reserve academic use and distribution rights, and should be non-exclusive to the extent reasonably possible.
- f. Even if an exclusive license is granted, all agreements should include a provision protecting the university’s right and the right of the researchers to freely use and distribute research methods and results to other researchers in academic settings.

**4. Protect against real, potential, or perceived conflicts of interest, which compromise academic integrity.**

One of the greatest threats to the freedom, autonomy, and integrity of academic work, and to the public’s support of and confidence in that work, is conflicts of interest, in which professionals have a material interest in the outcomes of their work that might affect their professional judgment. Similarly, institutions can experience pressures to attract particular research funding or certain types of research activities that are self-sustaining, which may compromise their independence and public trust. Disclosure is an important mechanism for addressing conflict of interest in the academy. But simply disclosing such conflicts is not enough to instil confidence in the public and to protect the integrity of the academic work in some highly sensitive and egregious situations. There is considerable social science evidence of funding effects on research outcomes in key realms of scientific work such as tobacco research and clinical drug trials. Disclosure relies upon the professional ethics and judgment of the academic to override the material interests of the individual. In general bright lines are required to prohibit even the possibility of professional judgment being compromised by the researchers’ material interests.

- a. Institutional and individual financial conflicts of interest involving any donor or collaborating organization must be declared and disclosed to the university and where appropriate to the public funding agency.
- b. Researchers and their immediate families should have no direct or indirect financial interest in any organization funding a collaborative agreement (e.g., equity in the company that owns the product, receiving a salary, being a consultant or serving on the scientific advisory committee for the organization).

- c. Similarly, no member of the university's senior administration (at the level of president or vice-president) should have direct or indirect financial interest in any donor or collaborative partner organization (such as membership on corporate board or owning of stock).

## **5. Ensure transparency.**

Transparency is an important mechanism for protecting the public good. Open access to knowledge can contribute to greater protection of the public interest, and protect the independent role of the faculty and universities in serving the public.

- a. At a minimum, all agreements over \$250,000 should be public documents.
- b. There should be assessments of the effectiveness and effects (in light of the guiding principles elaborated in this statement) of each agreement at regular intervals within the term of the agreement and these assessments should be public documents made available to all members of the university community.
- c. An independent post-agreement evaluation plan must be part of the agreement. The results of the evaluation should be a public document readily available to the academic community.
- d. A database of concerns/complaints that arise during the term of the agreement should be maintained and should be publicly available.

## **6. Academic staff shall play the central role in decisions regarding the initiation, development, implementation, monitoring, and assessment of donor and other collaborative agreements.**

An important safeguard of the academic freedom, institutional autonomy, and the integrity of academic work conducted in these arrangements is to ensure that academic staff are involved in each stage of the agreement. This helps in foregrounding the public interest and public mission of universities in participating in donor agreements and collaborations.

At the same time, there are occasions in which collegial governance structures can be corrupted. Faculty committees may act in complicity with a culture of prioritizing the market logic over the academic logics of academic freedom and integrity. They may be captured by a sense of what is "realistic" to ask of donors and partners to an agreement. They may be reluctant to oppose administrative initiatives and pressure for fear of retaliation or out of an overly narrow and constrained view of their role in the decision-making process. It may, on occasion be necessary for national bodies to step in and act in defence of academic freedom, autonomy, and integrity of the academic work.

- a. No donor or other collaborative agreement may be allowed to intrude on academic governance or contravene existing academic policies or collective agreements.
- b. In no case, should a funder or a private collaborator or their representatives have any voice in matters related to the academic affairs of the institution or academic aspects of the collaboration.
- c. Donor and other collaborative agreements should be governed by a committee at least 2/3<sup>rds</sup> of whom are elected academic staff members who do not hold administrative positions. The academic staff component should include both those who are involved in the agreement and those that are not.
- d. The day to day management of the agreement should be conducted predominantly by university faculty not by representatives of the external funder.

**7. Ensure that the structure of employment for researchers protects academic freedom and academic autonomy, and that it does not compromise the structure and preponderance of tenured and tenure track faculty employment.**

It is in the public interest and the interest of the public missions of the university for members of the academic workforce to have safeguards to ensure substantive and procedural fairness and financial autonomy that are at the core of independent professional work. It does not serve students, the institution, or society well if researchers in donor or other collaborative agreements are essentially professionals for hire, working largely on commission.

- a. Ensure that faculty and researchers involved in donor agreements and/or collaborative arrangements have explicit protection for academic freedom, under a collective agreement.
- b. Ensure that faculty and researchers involved in donor or other collaborative agreements are not dependent for most of their university-related income on work covered by those arrangements.
- c. Donor and other collaborative agreements should protect and support tenure and security of employment for participating academic staff; agreements should neither be based on nor significantly increase the employment of non-tenure track or soft-money academic employment.

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The Canadian Association of University Teachers (CAUT) is the national voice for Canada's academic staff. Representing 68,000 faculty, librarians, other academic professional and general staff at 124 universities and colleges, CAUT is a vigorous defender of academic freedom and works actively to promote the quality of post-secondary teaching and research. It strives to ensure that Canada's universities and colleges are accessible, properly funded, and serve the public interest.

