

If it looks like a duck...

The determination of whether a funding agreement is a "grant" or a "contract" relates to the nature of the work to be performed and the terms and conditions under which that work is performed (as opposed to the title of the agreement). No one factor determines a contract from a grant; rather, a number of characteristics are looked at to make the determination of whether the University considers the agreement to be a research grant or a research contract.

Characteristics of Grants	Characteristics of Contracts
<ul style="list-style-type: none"> Financial support for research in a particular subject area or field, without any formal detailed stipulations as to the direction of such research. Generally there are no reporting deadlines, though a final report may be required. The project/budget can be changed by the principal researcher without notice. Funds are paid in advance to the University. Open budgets with few line items or restrictions on project spending. Project monies are not attached to a specific performance outcome and cannot be retracted as a function of performance. No financial reporting or third party auditing of funds. No terms involving Intellectual Property. The project is open with no proprietary/confidential data involving the sponsor. Results may be published without pre-review or time delay involving the sponsor. There is no honorarium or other payment to the principal researcher. Ownership of equipment purchased for project vests with University. 	<ul style="list-style-type: none"> Specifically outlines the scope, nature and expected outcome(s) of the research. Defines deliverables and when its components are to be completed. Requires ongoing formal reporting through progress reports/final report. Changes to scope of work require consent of sponsor. Little budget flexibility - establishes firm, detailed budgets. Changes require consent of sponsor. Payments based on actual expenditures, some portion of the payment may be withheld (holdbacks) until the final report submitted and accepted. Detailed financial records must be maintained and submitted; and expenditures audited/ auditable. Includes intellectual property options and licensing arrangements. Provide for confidentiality of information supplied by Sponsor. Establish considerations for acceptance and/or termination of the work. Publication pre-review and delays may be required. Can include honorarium to the principal researcher. Equipment purchased for project may revert back to sponsor at conclusion of the project

Negotiation and Administration of Research Agreements:

Only the University has the authority to enter into research agreements that are binding on the University. This includes funding agreements, material transfer agreements, confidentiality agreements and the like. Thus, agreements concerning research undertaken at the University must be between the Governing Council of the University of Toronto and the sponsoring agency, and cannot be written in the name of an individual, Department, Institute, Centre, School or Faculty. All agreements and proposals concerning research must first be reviewed by IPO and are signed by the Vice President, Research or his designate.

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