

Policy name:
**GRANTS, RESEARCH, AND SERVICE CONTRACTS NOT REQUIRING
FEDERAL COMPLIANCE**

Revised: 3/24/04

I. Purpose

To facilitate the handling and administration of small grants, research and service contracts which do not require federal compliance.

II. Policy

College Deans, the Director of DBI, and, with written approval, heads of other academic units* which report directly to the Provost or Vice Provost for Research at the University of Delaware have the authority to enter into and administer certain contracts/agreements that have total dollar amounts up to \$50,000. This authority is limited as follows:

1. The proposed agreement must not require compliance with federal regulations either directly or indirectly (which includes federal and state “flow-through” funds). The college or other academic unit is responsible for confirming that no federal funds are used in support of the project.
2. There must be no cash or OVPR equipment match required.
3. There must be no language in the contract/agreement that could expose the University to any liability claims, financial or otherwise. The University will not agree to indemnify (assume any financial burden if the intellectual property is found to be infringing) for intellectual property infringement. The University will not agree to a general indemnification unless such indemnification or hold harmless is mutual between the parties and is of a negligent standard (i.e., includes terminology reading “negligent acts or omissions”). Any proposed deviations from these terms require OVPR review and Risk Management approval.
4. As stated in University Policy 6-6 and 6-7, the University retains ownership of all intellectual property (i.e., patents, copyrights, trademarks, etc.) which results from work at the University. In certain cases the University will agree to joint ownership or no claim of ownership in copyrightable materials created by University personnel. These exceptions are handled on a case by case basis and require OVPR approval.

5. In order to adhere to fundamental academic principles, the University retains the right to publish all (any) results from work carried out by University personnel. Agreements must not contain language that restricts this ability to publish. However, under certain circumstances a period of time for sponsor review prior to publication may be included to permit an evaluation of possible protection of intellectual property.
6. The University, as an entity, cannot agree to keep information confidential. Should a sponsor require a confidentiality agreement, the principal investigator, should they agree, may, as an individual, enter into such an agreement.
7. Colleges and other academic units must maintain complete records to support invoices and reports including maintaining effort reports to properly reflect match of salary dollars.
8. Colleges and other academic units are responsible for all financial, technical, and other reports as required by the sponsor. This responsibility rests with the College Dean, Director of DBI, or head of other academic units* directly reporting to the Provost or Vice Provost for Research (if approved).
9. Colleges are responsible for all billing and other financial aspects of the contract/agreement, including close-outs.

If all of the above requirements are met, the college or other academic unit may sign an agreement and administer the contract.

Please direct questions to the Office of the Vice Provost for Research.

* Delegation of financial authority as outlined in this policy to units other than the Colleges and DBI may be granted on a case-by-case basis to units which report directly to the Provost or Vice Provost for Research with the written approval of the Provost or Vice Provost for Research. If approved, meeting all terms of this policy becomes the responsibility of the head of such unit.