**RESPONSIBILITY FOR LEGAL AND CONTRACTUAL WORK**

**Introduction**

This document aims to set out the various types of legal and contracting work which arise in the University and which team within the University is responsible for giving the advice for the work type in question.

In summary:

|  |  |  |
| --- | --- | --- |
| **Type of work** | **Team** | **Email** |
| Research related  | RSO Contracts | RSO.Contracts@ed.ac.uk |
| Industry related CDAs and Consultancy | EI Contracts | EI.Contracts@ei.ed.ac.uk |
| Other industry related contracts | Legal Services | legalservices@ed.ac.uk |

More detail regarding specific types of contracts is given in the next pages

| **Work Type** | **Responsibility** | ***Comment***  |
| --- | --- | --- |
| Amendments and variations to existing industry related agreements  | EI Contracts | *This is to cover straightforward amendments to industry related agreements eg no cost extensions. Amendments to research related agreements remain the responsibility of RSO Contracts* |
| Clinical Trial/Study – UoE Sponsor | RSO Contracts |  |
| Clinical Trial/Study – UoE Not Sponsor * Academic and non-commercial cases
* industrial collaboration / engagement is involved
 | RSO ContractsLegal Services | *This is an activity where responsibilities can change at the margins and in cases of doubt reference should be made to the guiding rationales at the end of this table. E.g. it can be the case that a company is involved in a trial/study which has research as its fundamental aim and in these cases RSO Contracts would have primary responsibility.* *Irrespective of this, RSO Contracts would always be involved in the preparation of the necessary co-sponsorship, site agreements (etc).* *The PIG process (used by ACCORD colleagues at Little France) indicates that RSO Contracts will lead the clinical trial project management activities engaging with Legal Services & EI Contracts as required.* |
| Confidentiality agreements with companies and businesses | EI Contracts |  |
| Confidentiality agreements where no commercial party | RSO Contracts | *All CDA requests to be sent to EI Contracts in first instance* - EI.Contracts@ei.ed.ac.uk |
| Consultancy  | EI Contracts | *First port of call: ERI’s Consultancy team, which deals with the day-to-day matters using templates.*  |
| Contract Dispute | Legal Services |  |
| Contract Research See “Research – contract research” below |  |  |
| Data Transfer/Sharing – both incoming and outgoing | RSO ContractsLegal Services | *Agreements relating to the transfer /sharing of data for research purposes are the responsibility of RSO Contracts.**Agreements concerning sensitive personal data; non-research contracts involving data protection issues; and information security issues are the responsibility of Legal Services.* |
| Data Protection Law matters | Legal Services |  |
| EC funded research. This includes* Research Collaborations – both where UoE is the Lead and not the Lead
* Marie Curie funding
* IMI funding
* ERC funding
 | Legal Services  |  |
| Education | Legal Services | *Agreements relating to Centres for Doctoral Training (CDTs) are a mixture of education and research and are dealt with by RSO Contracts* |
| Equipment Agreements – Outgoing/Service/Hire | EI Contracts | *It is the intention that EI Contracts will be responsible for this work type where the underlying transaction involves EI providing UoE equipment or services using equipment for external customers for payment. This is associated with EI’s consultancy services**Occasionally equipment agreements are needed when researchers need access to equipment for their research or they are sharing their equipment with other researchers. In these cases EI Contracts should pass the instruction on to* ***RSO Contracts*** |
| Freedom of Information law matters | Legal Services |  |
| General Legal Advice outwith the other categories of work types in this table | Legal Services  |  |
| Impact Acceleration Account (IAA) matters | EI Contracts |  |
| Investment matters connected with spin-out companies | Legal Services |  |
| IP Transfer – outgoing – but not including Student Assignations for which see below under “Student Assignations” | EI’s Tech Transfer Office (TTO) | *The TTO deals with the day-to-day matters using templates*  |
| IP Transfer - incoming | Legal Services |  |
| Mergers | Legal Services |  |
| Miscellaneous IP Query outwith the other categories of work types in this table | Legal Services  |  |
| Material transfer Agreements (MTAs) – both incoming and outgoing for academic use | RSO Contracts | *See row below for where the transfer of materials is to a business for evaluation and/or commercial use.* |
| Material transfer Agreements (MTAs) – outgoing for commercial use | EI’s Tech Transfer Office (TTO) | *In such a case the more appropriate agreement will likely be an evaluation licence and thus these cases should be referred to the TTO*  |
| MoU | Legal Services |  |
| Other one-off arrangements | Legal Services |  |
| Procurement matters | Legal Services |  |
| Publications | Legal Services |  |
| Research Collaboration – Academic | RSO Contracts  |  |
| Research Collaboration – Industrial – non-EC funded | Legal Services  |  |
| Research - contract research – being research attended to by UoE only for a business customer paying a commercial price |  Legal Services |  |
| Research – UoE only – grant funded |  RSO Contracts  | *First port of call: the appropriate college-facing team in RSO* |
| Research – EC – see “EC Research above at |  |  |
| Revenue Sharing | Legal Services | *Straightforward arrangements are attended to by the TTO.* |
| Spinout/startup | Legal Services  |  |
| Staff secondment | Legal Services |  |
| Studentship  | RSO Contracts  | *Note that Student Assignations of IP are part and parcel of studentships and are dealt with by RSO Contracts – see “Student Assignations of IP” below* |
| Student Assignations of IP  | RSO Contracts  | *These documents often include confidentiality obligations and are dealt with by RSO Contracts as part and parcel of their studentships remit.**Now and again students will transfer IP to the University solely to assist with a patenting matter, a technology transfer deal or a company spin-out being attended to by EI. In these cases RSO Contracts should pass responsibility for attending to the assignation in question to EI Contracts* |
| Transfer of Contracts (other than is relation to transfer of grants – for which see below) | Legal Services |  |
| Transfer of Grants | RSO Contracts  |  |

**General guidance**

1. **First port of call**

**RSO** has research as its main area of activity. RSO is to refer its initial contractual requirements to **RSO Contracts**.

**EI’s** primary responsibilities relate to money-making business activities such as Consultancy, Technology Transfer, Business Development and Company Formation. EI BDEs (and all other BDEs across the University ) are to refer their contractual requirements to:

* **EI Contracts** for Confidentiality, Consultancy and Assignations of IP matters;
* **Legal Services** for all other matters such as industry partnerships, technology licensing, company formation
1. **Activities at the margins**

There can be a lack of clarity at the margin between research and business transactions. To resolve these consider:

* if the outcome of discussions is research for the public good, RSO and RSO Contracts should be the first port of call;
* if the outcome of discussions is research as part of a money-making business transaction for UoE, EI and EI Contracts should be the first port of call;

Similarly:

* if the funding is from business EI Contracts should be the first port of call;
* if the funding is from a grant, or the University is self-funding then RSO Contracts should be the first port of call.

And, re clinical trials:

* RSO Contracts should be made aware if there is a clinical trial aspect to the transaction (due to their role in managing clinical trial contracts)
1. **Passing on work between teams**

There is only one team mentioned in the Responsibility column for each activity. This means that now and again teams will receive instructions which are nor really for them given the underlying deal. In these circumstances receiving the instruction should quickly pass the instruction on to the correct team and the correct team should immediately correspond with the user and accept the transfer of responsibility.

Note prepared by EI Contracts, Legal Services and RSO Contracts

14 February 2018