

TO: All MUNFA Members

FROM: The MUNFA Executive

DATE: November 15, 2017

SUBJECT: Researcher Participation Agreement (RPA)

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In 2014, MUNFA became aware that the University would require researchers to sign a “Researcher Participation Agreement” (“RPA”) before grant or contract funds would be released to the researcher(s). This RPA assigned all intellectual property (IP) rights to the University. MUNFA subsequently filed an Association grievance on this important matter.<sup>1</sup>

Over the next two years, MUNFA and the University (the “Parties”) engaged in meetings and discussions on this issue. In addition, MUNFA retained the services of an experienced IP lawyer to provide advice and assistance on this important matter.

In December 2016, the Parties agreed to a [Memorandum of Understanding \(MOU\)](#) as a resolution to the Association Grievance. The MOU included a copy of the RPA as agreed to by the Parties.

MUNFA advises ASMs that there is no obligation on an ASM to sign a Research Participation Agreement. If no RPA is signed by an ASM, they retain their rights as set out in the MUN/MUNFA Collective Agreement.

ASMs who choose to sign an RPA need to be aware that the RPA addresses matters related to intellectual property ownership, access, licensing, as well as publication rights, confidentiality and liability. As such, ASMs are advised to seek independent advice prior to signing an RPA.

ASMs are further advised to be aware of the following when asked to sign a RPA:

- The RPA shall only be used in respect of Research Contracts that contain any Third Party License or Third Party Assignment. It will not be used in respect of TriCouncil funding, including collaborations with other ASMs, except where such funding is leveraged and/or is to be used for a project that is the subject of such a Research Contract.
- An ASM shall receive and should thoroughly review any Research Contract between the University and the industry partner prior to signing an RPA.

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<sup>1</sup> For further information on MUNFA’s original concerns with the RPA, please see: <http://munfa.ca/researcher-participation-agreement-rpa/>

- By signing the RPA, an ASM waives certain rights set out in the MUN-MUNFA Collective Agreement including Article 20 (Complaints, Grievance and Arbitration) and Article 27 (Patents and Copyrights).
- Should a dispute arise between the ASM and Memorial University under a term of the RPA, and the ASM and the University do not resolve the dispute through negotiation within 15 working days, then either the ASM or the University may refer the dispute to a single arbiter for binding arbitration pursuant to the terms of the Arbitration Act, R.S.N.L. 1990, c. A-14, as amended.
- It is MUNFA's understanding, based on the RPA attached to the [MOU](#) of December 2016, that the RPA is not for use with students (undergraduate or graduate).

ASMs with questions related to the RPA should contact Research Grants and Contracts Services: [rgcs@mun.ca](mailto:rgcs@mun.ca) or 864-8251

If issues arise concerning the administration of RPAs, ASMs are encouraged to contact the MUNFA office: [munfa@mun.ca](mailto:munfa@mun.ca) or 864-8642.