



Research Guidance

Provided by Advancing Equine Scientific Excellence,
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AESE Research Guidance UPDATED

Research guidance

Introduction

This document has been written for those associated with AESE, including educational institutions, BEF (British Equestrian Federation) Member Bodies and members of BETA (British Equestrian Trade Association). It provides a guide for points to consider when undertaking a research project with a partner organisation. It is not intended to be exhaustive nor to provide advice and should not be relied upon as a substitute for taking specific legal or other advice.

Summary of key points

- The scope of the study should be considered at the outset;
- Terms for any changes that could be made should be considered
- Representation from each party involved in the research should be clearly stated
- Terms of confidentiality should be agreed and clearly laid out
- Some projects will be subject to ethical consideration, and this should be carefully considered
- Publication terms must be agreed
- Intellectual property (IP) terms must be agreed
- Data Protection Regulation must be complied with
- Payment terms should be clearly laid out
- The time schedule for the research project should be set out
- The term for the project, and the termination terms should be clearly drawn up
- Dispute resolution should be considered, although this is likely to be governed by the law of the country in which the research is carried out or the home country of the company
- These agreements will also identify how Background IP belonging to each of the parties can be used and whether there are licencing conditions with respect to the use of the Background or Arising IP

1. Scope of the study

- a) What are the objectives for the study? Do they fit in with the focus of the researchers and the industrial partner?
- b) What does the partner want out of the study?
 - Product development?
 - General research in a specific area?
 - Publications?
 - Intellectual Property?
 - Is a student involved? etc.
- c) How much say will the researchers have over what is carried out?
- d) Who will provide what?
 - Product?
 - Time?
 - Who contributes financially? etc.

- e) How often will you meet to discuss progress/results?
 - 6 monthly project meetings are typical with interim contact via telephone, email or post.
- f) Expectations of each party around what deliverables will be created during the course of the project, such as reports, theses etc.. Who creates it, what it is, and when is it to be delivered. Who owns it and what they can do with it.
- g) If working with a University, there may be requirements for the equine industry partner to provide part-time supervision for the student, assess their performance and review their reports. The student may also need to work at the facilities of the equine industry partner.

2. Terms for any changes made

- a) Who can decide on changes to the protocol? Do any changes need to be decided on together or are they at the discretion of the industrial partner or researchers carrying out the research?

3. Industry/company representative (named and contact details)

- a) Will there be named representatives from both the industrial partners and the researchers?

This is usual as it makes communication much easier. Often, the main discourse will be between the project leader from the college/university and a named representative from the industrial partner. However, this doesn't preclude other people assisting the named representatives e.g. student, other researchers and this, again, is normal.

4. Confidentiality terms

- a) Do all the terms and agreements have to remain confidential?

This may include things, such as cost of the trial, location, the industrial partner themselves (sometimes companies do not want their names associated with the research in the public domain. Again, this is not unusual). Confidential information can include information concerning the trial, data derived from the trial, trade secrets, information, technical data, know-how and other confidential and proprietary information, manufacturing processes, strategies, processes, designs, drawings, marketing, or finances

- b) How long is confidential information to remain confidential following the completion of the trial?
 - Sometimes this is 5-10 years, sometimes indefinitely. Both are normal.
- c) Data that are derived from the researcher independently of the industry partner are often not included in the confidentiality clause.
- d) Data that the research organisation may be required to declare by law are often exempt from the confidentiality clause. However, for data that are required to be disclosed by law, the industry partner may want to be informed of any request and may want to object to the disclosure.
- e) One aspect to consider is confidentiality when students, particularly undergraduate students, are involved. While researchers/post-doctorates often appreciate the importance of confidentiality, undergraduates may not and, even if they do not deliberately aim to break confidentiality, they may do so inadvertently through talking with friends and using various forms of social media. This may also hold true for some post-graduates. It is important to be aware of this possibility and, if it is crucial that certain data

should remain strictly confidential, more consideration as to who is involved in the project may be needed.

- f) It is also advisable that where confidential information is involved the relevant parties sign an appropriate confidentiality agreement (typically a separate document to the contract although a clause with respect to confidentiality will be within the contract).

5. Ethics

Some projects require ethical consideration, especially those involving animals and people. Most universities/colleges and research organisations will have existing ethical approval procedures involving a committee and this needs to be highlighted at the beginning of any discussions with industrial partners. Additionally, the industrial partner may also have similar procedures and approval processes for trials and, again, these need to be explored before any contract/agreement is undertaken.

6. Publication terms

- a) This will vary greatly depending on the industry partner. Some are willing to publish any data (whether positive, negative or no effect), others are only willing to publish positive results. Some industry partners may not want to publish because the results are commercially valuable to them. Ensure that all researchers understand what they are allowed to publish and are aware of any specific procedures they must follow regarding the industrial partner prior to publication.
- b) If publication in a high-impact factor journal is necessary for the researching organisation and/or the industrial partner this must be taken into account before starting any trial or collaboration.
- c) Most industrial partners will require sight of the final draft 30-60 days prior to submission for publication and most will want the right to amend or delay the publication.
- d) Need to consider what sort of data are going to be generated and which publications are they suitable for? For example, peer-reviewed journals (high or low impact factor?), proceedings abstracts, technical reports. Also, industrial partners will generally want to be able to use data and results in their marketing material. The researching organisation needs to decide whether they are happy for this to be carried out before or after public dissemination of the results (i.e. publication).
- e) Another point to consider is whether the industrial partner is happy for the data to be used internally within the researching organisation for marketing/teaching material, for example.
- f) Publications will also include student theses and these may be treated differently to academic publications. Student theses will need to be examined and the student will generally have to present their work to their peers and university staff.

7. Intellectual property (IP) terms

- a) This is a crucial clause. This determines who 'owns' the data and is free to use it. Often, any developments arising from the study will be the sole property of the industrial partner but, again, this needs discussion and clarification between both parties and may be influenced by the relative contributions of each party. IP is usually a discussion at higher management level and most universities/colleges will have their own IP clause/regulations. Before looking at the nuts and bolts of IP, it is worth thinking about whether the data to be derived from the study are going to result in any IP, and whether this IP will be of any commercial value. If they are, then the IP regulations for the college/university need to be addressed.
- b) The industrial partner should allow the researching organisation to use their IP for teaching and further internal research.
- c) Joint ownership of IP sounds attractive and fair but, beware, there are many pitfalls involved in joint IP ownership.
- d) An additional point to consider is what happens to any IP if the industrial partner goes in liquidation/bankruptcy/ceases trading.

8. Payment terms

- a) How much is each party contributing to the study cost? Will it be joint funded by the researching organisation and the company? Will it be 100% paid for by the company? What implications does this have for point 6. IP terms? What will the funding cover – staff costs, consumables etc?
- b) Most industrial partners have a payment scheme for financing trials. An example might be 50% of the money at the start of the trial and the remaining 50% upon receipt of the final report.
- c) Many industrial partners will pay by BACS 30-60 days after receiving the invoice.

9. Time schedule

- a) This will generally be dictated by the nature of the study but is also influenced by location, whether students are involved, whether it's a PhD/MSc/MPhil/BSc and whether the company needs the results quickly.
- b) If deadlines are agreed in the contract, they must be adhered to. In some cases there may be penalties or consequences of missing deadlines so don't agree to deadlines you can't honour. However, industrial partners often discuss mutually agreeable time frames prior to any contract being drawn up.

10. Term and termination terms

- a) The 'effective from' date is normally stated in this section of the contract along with the expiration date and any notice period for early termination e.g. 30 days.
- b) Reasons to terminate the contract on both sides should be decided and clarified here.
Things to consider include
 - Is written notice required? If so, by whom to whom?
 - What implications are there for the rest of the terms in the contract?
 - Does it affect IP?
 - How does it affect payment if the study is part-way through?
 - If one party has breached the contract, how does that affect the terms?
 - Can the industrial partner terminate a studentship early? Who will continue to pay the Stipend in this case?
 - What happens if the student/college supervisor/industry liaison is absent for a long period of time e.g. long term sick leave, maternity leave?

11. Dispute resolution

- a) This will often be governed by the law of the country in which the research is carried out or the home country of the company.
- b) This point can often also state that parties must try to resolve any disputes amicably between themselves before entering into any legal discussions.

This document can be found on the AESE page on the BEF website by [clicking here](#).

General Disclaimer

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