

Memorandum

Re: PS – Guidelines for Acceptance of Private Donations

Date: March 12, 2017
To: CAUT Council
From: David Robinson, Executive Director

In the process of our regular 5-year review of CAUT policies, it was noted that the *Guidelines for Acceptance of Private Donations* had been scheduled for review several years ago. That was put on hold as we were in the process of drafting a new policy statement, *Guiding Principles for Corporate Collaborations*, which was adopted by Council in April 2012. The Executive Committee is therefore recommending that the Guidelines for Acceptance of Private Donations be deleted as the substance of the policy is superseded by the 2012 guiding principles.

Attached are both the Guidelines for Acceptance of Private Donations and the Guiding Principles for Corporate Collaborations.

Policy Statement on Guidelines for Acceptance of Private Donations

Private donations to universities and colleges should be reviewed to ensure that they meet the following criteria. Any that fail to meet these criteria should be rejected:

1. **Respect for existing collective agreements** – Arrangements with private funders must respect all provisions of collective agreements.
2. **Educational integrity** – Relationships with private funders should recognize that Senior Academic Body, academic boards and/or education councils and equivalent bodies and faculty in post-secondary institutions are responsible for decision-making over *all* education matters.

While acknowledgment of the contributions of private funders is legitimate, donations are inappropriate if they interfere with or negatively influence the intellectual atmosphere or academic freedom within the institutions. Likewise, the involvement of private funders must not undermine the ability of public post-secondary education institutions to offer a broad range of programs and services to their communities.

3. **Accountability** – Arrangements with private funders must, without exception, be open to public scrutiny so that both the academic community and the public can satisfy themselves that the arrangements do not compromise the educational integrity of the institution. Governing bodies should have a local mechanism in place to allow for full public transparency and accountability in an institution's dealings with all private funders.
4. **Integrity of the governance process** – Development and approval of educational programming funded through private funders must allow for appropriate involvement by Senior Academic Body, academic boards and/or education councils.
5. **Ethical issues** – Institutional governing bodies should review the activities and the record of prospective private funders and reject a funding source if it has violated human rights or behaved unethically.
6. **Equity and inclusiveness** – Relationships with private funders should not conflict with the social values of post-secondary education, such as support for gender equality and the recognition and value of diversity. The benefits of relationships with private funders should be distributed equitably to ensure a continued broad range of programming and services throughout the institution.
7. **Fiscal priorities and responsibility** – The institution's governing bodies should ensure that public resources are used for public education and are not diverted to support privately funded endeavours. Private interests or dictates should not skew the priorities of the institution.

**Adopted by the CAUT Council, May 2003; editorial revisions, September 2006.
Recommendation to Council by the Executive Committee that the policy be deleted,
September 2016.**

Guiding Principles for University Collaborations

APRIL 2012

As collaborations between universities¹ and external individuals and organizations (donors, corporations, governmental agencies and bodies, NGOs, and foundations) proliferate, it is vital to have a clear set of principles to protect academic integrity and the public interest. The following principles cover various major donor-institutional and inter-institutional collaborative agreements, ranging from individual donors providing funding for a university institute or centre to broad strategic alliances such as the University of Alberta's \$10-million collaboration with Imperial Oil. After each principle, some specification is offered to clarify the context and provide some parameters to guide policy development and practice in universities.

While there can be real benefits to various donor agreements and collaborative arrangements, some have threatened or compromised core academic principles and the public missions of universities.

This statement is intended to provide guidance and recommendations for: (a) universities in developing policies and procedures governing donor agreements and collaborations; (b) governance review, monitoring, and assessment of such agreements and collaborations; (c) faculty members and other members of the academic workforce in thinking through a range of fundamental professional responsibilities and rights that are implicated and affected by donor agreements and collaborations; and (d) academic staff associations in negotiating collective agreement provisions to protect the academic freedom and other academic rights of their members.

1. Protect academic freedom and institutional autonomy in research, teaching, publication, service, and extramural speech.

Protecting academic freedom and institutional autonomy should be predominant and prevailing considerations in developing, deciding upon, and assessing donor and other collaborations. They are fundamental to the integrity of academic work and of the university itself.

It is fundamental for a democratic society to have an autonomous academy in which academic staff have academic freedom in their teaching, their research, their extramural speech, and their speech about institutional matters. Academic freedom is essential if academic staff are to fulfil their professional and social responsibilities in generating, sharing, and interpreting knowledge that can inform decisions about products and important public policy issues.

Explicit protection of academic freedom must be incorporated into every donor/collaboration agreement. Academic freedom must take priority over the short-term potential of individual faculty, departments, or of the university to realize material benefits from such work. Better not to have the agreements and the monies than to compromise these values and become essentially a research and development outpost of donor, corporate, or other outside organizational interests. As Canadian Nobel laureate John Polanyi warned, "At a certain point...we don't have universities any more,

¹ These guidelines apply equally to the growing variety of university-affiliated bodies, such as university research foundations, centres and institutes, that enter into collaborative relationships.

but outlying branches of industry. Then all the things that industry turns to universities for – breadth of knowledge, far time horizons and independent voice – are lost.”

- a. Clear detail must be provided about how faculty may apply for funding in relation to a donor or other collaborative agreement, and what evaluation and selection criteria will be used. Any grants or research funding related to an agreement should be evaluated and awarded using academic methods of independent impartial peer review. Anyone involved in the peer review and awarding processes should not be in a position to derive any financial benefit from the agreement or its corporate donors/partners. Thus, for any work that is covered by the agreement, proposals should be evaluated by non-participating faculty competent to assess the merit of the proposals. Impartial peer review in the selection of research projects is the best way to protect academic freedom by ensuring that merit is the basis of the evaluation. University academic staff must have effective and clear control of any committee that reviews, selects, and finally approves research conducted as part of the collaboration
- b. The planning, design, data collection, analysis and dissemination of results should be under the control of the researchers, not the donor or organizational partner. In the conduct of the work, researchers will have access to all data and findings being collected in the project. It is not acceptable for researchers to be part of a project in which they are unaware of and/or do not have access to data from the larger project.
- c. Agreements cannot permit the donor or collaborators to have any right to change the content of publications nor permit delays in publication for longer than 60 days, and then only if there is a compelling reason for the delay. This applies to the work of faculty, graduate students, postdocs, academic professionals and undergraduate students.
- d. Any interference with a researcher’s right and responsibility to publish results, regardless of effect on the collaborating organization, is unacceptable.
- e. Agreements should explicitly recognize the absolute right of researchers to publicly disclose information about risks to research participants or the general public or threats to the public interest that become known in the course of their research.
- f. Restrictions on relationships between faculty or students and “competitors” of the collaboration partner should be minimized.²

² (a) The group of “competitors” should be defined in advance at the time of entering into an industry collaboration agreement, should be as limited as possible, and should in any event include *only for-profit* entities.

(b) The “when” should be very clear, covering only work done simultaneously for the corporate partner and the competitor.

(c) The “who” should be very clear, covering only the same faculty member or graduate student.

2. Protect academic integrity in the research and educational functions of the university and its faculty, postdocs, students, and professionals.

The protection of academic integrity involves more than protection against direct intrusion on the academic freedom of the researchers and the autonomy of the university. Integrity can also be compromised by indirect distortion of the core academic relationships and functions of universities and their faculty. It is very important that various aspects of academic relationships within the university not be inappropriately influenced by donor or other collaborative research arrangements. Nor should the overall work of the university and its units be distorted by such agreements.

- a. In developing agreements, it is necessary to ensure that educational programs at the undergraduate and graduate level will not be unduly influenced or distorted by the arrangements. Corporate funding of departments, for example, should not lead to students doing narrow work in the service of the funders at the expense of the usual degree program requirements, nor should it result in change in the curriculum.
- b. Relationships between faculty and graduate students should be safeguarded by ensuring a bright line between the involvement or non-involvement of the latter in collaborative agreements and their admission, program choices, and evaluation. Collaborating researchers employed by the donor or collaborating organization should not be involved in the recruitment or evaluation of students.
- c. The principal supervisor of any student undertaking research as part of the collaborative agreement should not have a direct or indirect financial interest in the collaborating organization.
- d. The longer term strategic goals of the department, college, and institution should not be diverted or distorted by the shorter term goals of the collaborative agreements and donor arrangements.
- e. The university must ensure that there is no negative impact on the work of others within the department/faculty/university who choose not to be part of a collaborative agreement.
- f. In developing agreements, consideration should be given to ways in which the additional resources provided can support ancillary work in the university not directly undertaken through the agreement (e.g., tithing grants to fund non-funded research and indirect costs of the agreement that otherwise would have to be borne by the university). The threat of distortion is in part a function of the proportion of the department/program/college resources devoted to the agreement relative to the overall resources of the unit in question. It is also a function of the proportion of

(d) The “what” should be very clear, covering only similar work as defined in advance at the time the faculty member’s project is funded through the industry collaboration agreement. Cornell, 2005, p. 13.

department/program/college faculty expected to receive much or all of their funding through the agreement.

- g.** Serious consideration should be given to the likely effect of the agreement on projects/programs traditionally conducted in the public interest. As in #2.f, where possible, consideration should be given to ways in which the additional resources provided can support that university's work.
- h.** Academic facilities and classrooms should not be used as sites for commercial marketing and promotion for the donor or corporate collaborator, or any affiliated entity. Faculty must ensure that their universities have clear and consistent policies and practices that prohibit companies from distributing meals, gifts, samples, etc., to academic staff and/or students, and that bar non-authorized site visits by marketing representatives.
- i.** The donor's, corporation's, or partner organization's power to terminate the agreement prior to the expected term, or to lower the originally committed funding level, must be restricted to avoid covert pressure on faculty research agendas and outcomes. Agreements should contain a provision that the partner will pay the salaries of project personnel for a stated period of time in the event that the partner decides to terminate the agreement before the agreed-upon date or to decrease the originally contemplated funding level.

3. Protect the university's commitment to the free and open exchange of ideas and discoveries.

A central feature of what makes a university a university is that it pursues and advances knowledge in the broader interests of society. That is part of what distinguishes it from being a corporate lab or the job shop of another organization. That distinction should be evident not only in the freedom of faculty and other academic employees to publish their results freely and openly, but also in the intellectual property policies of the university and the provisions of the collective agreement. Ownership of the scholarly intellectual property by an academic is a vital component of academic freedom.³ As well, at its core a university produces knowledge for the general public not for any particular individual, corporate, or organizational interest, including its own material interest. Intellectual property rights should be pursued in the broad public interest.

- a.** No agreement should contain any provision that permits or implies that the donor or corporate collaborator has the right to forbid faculty or graduate students from disclosing the agreement's sponsorship of research.

³ See *University of British Columbia and University of British Columbia Faculty Association* 125 L.A.C. (4th) 1, 2004 CLB 13966,76 confirmed in 2006 CLB 1705 BCLRB No B56/2006, CASE NO: 51071 "Ownership of the copyright in work produced in the course of employment by an academic author, rather than the university employer is important to support, foster and preserve academic freedom ..."³

- b. Classified research and/or confidential corporate research that is not intended for publication and/or dissemination are never appropriate within a university research setting, and should never be permitted.
- c. Agreements cannot give donors/partners/collaborating corporations privileged access to or commercial rights to “background” academic research, which by definition was not funded by the industry sponsors but by public and other sources not party to the agreement.
- d. Intellectual property in relation to a donor or corporate collaboration should be consistent with the faculty association collective agreement or, in the absence of collective agreement language, consistent with customary practice for intellectual property created by academic staff in the university.
- e. Licensing of inventions derived from agreement or donor-funded work should always reserve academic use and distribution rights, and should be non-exclusive to the extent reasonably possible.
- f. Even if an exclusive license is granted, all agreements should include a provision protecting the university’s right and the right of the researchers to freely use and distribute research methods and results to other researchers in academic settings.

4. Protect against real, potential, or perceived conflicts of interest, which compromise academic integrity.

One of the greatest threats to the freedom, autonomy, and integrity of academic work, and to the public’s support of and confidence in that work, is conflicts of interest, in which professionals have a material interest in the outcomes of their work that might affect their professional judgment. Similarly, institutions can experience pressures to attract particular research funding or certain types of research activities that are self-sustaining, which may compromise their independence and public trust. Disclosure is an important mechanism for addressing conflict of interest in the academy. But simply disclosing such conflicts is not enough to instil confidence in the public and to protect the integrity of the academic work in some highly sensitive and egregious situations. There is considerable social science evidence of funding effects on research outcomes in key realms of scientific work such as tobacco research and clinical drug trials. Disclosure relies upon the professional ethics and judgment of the academic to override the material interests of the individual. In general bright lines are required to prohibit even the possibility of professional judgment being compromised by the researchers’ material interests.

- a. Institutional and individual financial conflicts of interest involving any donor or collaborating organization must be declared and disclosed to the university and where appropriate to the public funding agency.
- b. Researchers and their immediate families should have no direct or indirect financial interest in any organization funding a collaborative agreement (e.g., equity in the company that owns the product, receiving a salary, being a

consultant or serving on the scientific advisory committee for the organization).

- c. Similarly, no member of the university's senior administration (at the level of president or vice-president) should have direct or indirect financial interest in any donor or collaborative partner organization (such as membership on corporate board or owning of stock).

5. Ensure transparency.

Transparency is an important mechanism for protecting the public good. Open access to knowledge can contribute to greater protection of the public interest, and protect the independent role of the faculty and universities in serving the public.

- a. At a minimum, all agreements over \$250,000 should be public documents.
- b. There should be assessments of the effectiveness and effects (in light of the guiding principles elaborated in this statement) of each agreement at regular intervals within the term of the agreement and these assessments should be public documents made available to all members of the university community.
- c. An independent post-agreement evaluation plan must be part of the agreement. The results of the evaluation should be a public document readily available to the academic community.
- d. A database of concerns/complaints that arise during the term of the agreement should be maintained and should be publicly available.

6. Academic staff shall play the central role in decisions regarding the initiation, development, implementation, monitoring, and assessment of donor and other collaborative agreements.

An important safeguard of the academic freedom, institutional autonomy, and the integrity of academic work conducted in these arrangements is to ensure that academic staff are involved in each stage of the agreement. This helps in foregrounding the public interest and public mission of universities in participating in donor agreements and collaborations.

At the same time, there are occasions in which collegial governance structures can be corrupted. Faculty committees may act in complicity with a culture of prioritizing the market logic over the academic logics of academic freedom and integrity. They may be captured by a sense of what is "realistic" to ask of donors and partners to an agreement. They may be reluctant to oppose administrative initiatives and pressure for fear of retaliation or out of an overly narrow and constrained view of their role in the decision-making process. It may, on occasion be necessary for national bodies to step in and act in defence of academic freedom, autonomy, and integrity of the academic work.

- a. No donor or other collaborative agreement may be allowed to intrude on academic governance or contravene existing academic policies or collective agreements.
- b. In no case, should a funder or a private collaborator or their representatives have any voice in matters related to the academic affairs of the institution or academic aspects of the collaboration.
- c. Donor and other collaborative agreements should be governed by a committee at least 2/3^{rds} of whom are elected academic staff members who do not hold administrative positions. The academic staff component should include both those who are involved in the agreement and those that are not.
- d. The day to day management of the agreement should be conducted predominantly by university faculty not by representatives of the external funder.

7. Ensure that the structure of employment for researchers protects academic freedom and academic autonomy, and that it does not compromise the structure and preponderance of tenured and tenure track faculty employment.

It is in the public interest and the interest of the public missions of the university for members of the academic workforce to have safeguards to ensure substantive and procedural fairness and financial autonomy that are at the core of independent professional work. It does not serve students, the institution, or society well if researchers in donor or other collaborative agreements are essentially professionals for hire, working largely on commission.

- a. Ensure that faculty and researchers involved in donor agreements and/or collaborative arrangements have explicit protection for academic freedom, under a collective agreement.
- b. Ensure that faculty and researchers involved in donor or other collaborative agreements are not dependent for most of their university-related income on work covered by those arrangements.
- c. Donor and other collaborative agreements should protect and support tenure and security of employment for participating academic staff; agreements should neither be based on nor significantly increase the employment of non-tenure track or soft-money academic employment.

REFERENCES

Jennifer Washburn, Big Oil Goes to College: An Analysis of 10 Research Collaboration Contracts between Leading Energy Companies and Major U.S. Universities. [Executive Summary]. Washington: Centre For American Progress, 2010. http://www.americanprogress.org/issues/2010/10/pdf/big_oil_execsumm.pdf

Cornell University, Faculty Statement of Principles & Best Practices Concerning Strategic Corporate Alliances. Spring 2005.