THE CHINESE UNIVERSITY OF HONG KONG

Shenzhen Research Institute

## DECLARATION FOR RESEARCH GRANT/RESEARCH CONTRACT

## (縱向/橫向項目)

(This form should be duly completed and signed, and submitted together with the research application/draft agreement to SZRI, CUHK. The application/agreement will only be processed after receipt of this form duly completed and signed by the signatories as required below.)

**Part I: Summary of Application/Agreement\* Particulars**

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| **Full Name of Principal Investigator (PI):** | Click here to enter text. |
| **Reporting Department/Unit at CUHK:** |  |
| **Other Contracting Party/Parties**  **(e.g. funding agency, sponsor, licensee):** |  |
| **Type of Agreement (if any):** |  |
| **Grant/Agreement Amount:** |  |
| **Project Title:** |  |

**Part II: General Information**

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| |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Please "√" as appropriate for items 1 - 8 below.** | | | | | | | | 1. | (Please attach a copy of approval letter and Ethics Training Certificate if approval is obtained.) | | | | | | |  |  | Safety and Ethics Requirement | | | Ethics Training Certificate | | |  | Approval: | Not required | Being sought | Obtained | Obtained | Being sought (\*) | |  | Human research ethics |  |  |  |  |  | |  | Animal research ethics |  |  |  |  |  | |  | Survey research ethics |  |  |  |  |  | |  | Publication ethics\* |  |  |  |  |  | |  | Biological safety |  |  |  |  |  | |  | Ionizing radiation safety |  |  |  |  |  | |  | Non-ionizing radiation safety |  |  |  |  |  | |  | Chemical safety |  |  |  |  |  | | \* need to obtain before grant application can be processed. Please refer to  https://www.research-ethics.cuhk.edu.hk/web/ for information. Publication Ethics Training Certificate is mandatory. | | | | | | | | | |
|  | **PI shall be responsible for making the necessary arrangements to obtain the required approval(s).** |  |
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| 2. | Will any CUHK/SZRI team member receive personal remuneration from the project?  Yes  No  If yes, individual member(s) should separately seek approval for accepting personal remuneration  in accordance with CUHK/SZRI regulations governing outside practice and provide approval  documents for record in due course. | |
| 3. | (a) If any patent/patent application(s) owned by/licensed to CUHK and/or SZRI, whether related to your team or another team, will be used. If “YES”, then please specify:  Yes  No  (b) Will this project generate intellectual property (IP)?  Yes  No  (c) If yes, is IP right SOLELY owned by CUHK (not including SZRI)?  Yes  No  If no, please specify:  CUHK ( %);  SZRI ( %);  Other party/ies ( %) | |
| 4. | Except for pre-approved cases, has overhead charge been built into the budget of the research  proposal according to the level of the overhead charges approved by Management Board of SZRI?  Yes  No | |
| 5. | Is publication restricted by the other Contracting Party/Parties?  Yes  No | |
| 6. | (a) Is there any time commitment pledged to the project?  Yes  No  (b) If yes, please specify: *day(s)/month(s)*\* per year at SZRI and/or  *day(s)/month(s)*\* per year in project.  (c) If no, please provide estimate of time involvement in the project: *hour(s)/day(s)/month(s)*\* in HK and/or  *hour(s)/day(s)/month(s)*\* outside HK. | |
| 7. | Is there any funding from the project **for** the Department(s)/Unit(s) concerned,  e.g. overhead, equipment, time?  Yes  No | |
| 8. | If the following resources will be required **from** the Department/Unit/SZRI, PI shall arrange for the appropriate application/arrangement for this project in advance.  Nil  Required (resources specified below) | |

**Part III: Concurrence with Application/Agreement\* (For all types of Application/Agreements)**

On behalf of the CUHK/SZRI Team involved in the performance of this Application/Agreement, *(please initial in appropriate box)*

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|  | As PI, I confirm that we understand and are satisfied with the terms of the Application/Agreement. I would recommend that SZRI, CUHK sign/stamp on the Application/Agreement, if deemed appropriate. |
|  | As PI, I confirm that we understand the Application/Agreement is non-standard and is not in strict compliance with the University’s “Policy on Research”, “Policy on Intellectual Property” and SZRI’s policies on research, intellectual property and knowledge transfer. In view of the nature of the project concerned, I confirm that we are satisfied with the terms of the Agreement. I request SZRI, CUHK to sign/stamp on the Application/Agreement as an exceptional case. |

*\* delete as appropriate*

**Part IV: Deed of Undertaking (For all types of Agreements)**

As PI, on behalf of the CUHK/SZRI Team involved in the performance of the Agreement, I undertake that:

1. We shall carry out and perform all obligations on the part of SZRI, CUHK to be performed under the Agreement relating to any Material (as hereinafter defined) and/or other work required to be done by SZRI, CUHK under the Agreement, and we shall not do any act, or make any omissions which will result in any breach by SZRI, CUHK of the terms of the Agreement; in particular, we (PI and the CUHK/SZRI Team) shall satisfactorily complete the project under the Agreement within the period of our respective employment/affiliation with SZRI, CUHK;
2. We shall not, during the continuance of the Agreement and at any time thereafter, disclose the terms of the Agreement and any confidential information as defined in the Agreement to any third party. We also agree to observe the conflict of interest provisions, if any, in the Agreement. We shall not allow any CUHK graduate student to work on this project unless the need for confidentiality of the thesis has been approved beforehand by the Graduate Council;
3. We shall be bound by the University’s “Policy on Research”, “Policy on Intellectual Property” and SZRI’s policies on research, intellectual property and knowledge transfer and we shall do all necessary acts to give effect to the same;
4. All material supplied and/or to be supplied by SZRI, CUHK under the Agreement (the "Material") has been and/or shall be developed by us. We warrant and undertake that the Material does not knowingly infringe upon the intellectual property rights or other rights of any third party and may be lawfully used and exploited in the manner envisaged under the Agreement;
5. All Material shall on their development be owned absolutely by CUHK/SZRI and all proprietary intellectual property rights in the Material shall belong to CUHK/SZRI exclusively Provided That to the extent any proprietary and intellectual property rights in the Material do not automatically vest in CUHK/SZRI, we **hereby assign and vest** the same to CUHK/SZRI With The Intent That all Material shall or will upon their creation immediately vest in CUHK/SZRI without further formalities;
6. If we accept any outside obligations including but not limited to those from the other Contracting Party/Parties that might generate a conflict of interest, it is our responsibility to declare such and to consult CUHK/SZRI. We agree that if there is a possibility of conflict of interest between outside activities and work at CUHK/SZRI, obligations to CUHK/SZRI must take priority;
7. To the best of our knowledge, in requesting SZRI, CUHK to execute the Agreement, neither we, nor any close relatives of ours nor any entity (whether owned beneficially or controlled by ourselves or any of our close relatives) have any interest in the other Contracting Party/Parties or its/their associated companies (being either the subsidiary or holding company of the other Contracting Party/Parties or a fellow subsidiary of such holding company) whether by way of shareholding, employment, or any contractual relationship.

**Part V: Research Team Information** (please list all members of the project, including non-CUHK/non-SZRI members)

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| **For research project with principal investigator (PI) on contract term which does not cover the entire project period; and funding agency with no applicable mechanism for transferring/terminating funded research projects, a full-time CUHK staff member at Associate Professor rank or above should be named to co-supervise the project.[[1]](#footnote-1)** | | | |
| Name of Team Member  (Please put △ against the name of the CUHK member who will co-supervise the project, if any) | Department/Unit, Institution | Time Commitment pledged to project/SZRI (pls specify)  (for CUHK members only) | Endorsement by Department Chairman/Unit Head  (for CUHK members only) |
|  |  | *day(s)/month(s)*\* per year |  |
|  |  | *day(s)/month(s)*\* per year |  |
|  |  | *day(s)/month(s)*\* per year |  |
|  |  | *day(s)/month(s)*\* per year |  |

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| **PLEASE READ THE WHOLE DECLARATION FORM CAREFULLY BEFORE SIGNING.**  In requesting SZRI, CUHK to sign/stamp on the Application/Agreement, I agree that the above conditions and terms will apply. | | | | | | | | | | | | | |
|  |  | | |  |  | | |  |  | | | |  |
|  | PI’s printed name | | |  | PI’s signature | | |  | Date | | | |  |
|  | | | | | | | | | | | | | |
| Endorsement by Department/Unit Head/SZRI Director# and Faculty Dean/PVC (Research) for Research Institute. **PLEASE READ CAREFULLY BEFORE SIGNING.**  In endorsing the application/agreement, the Department/Unit/Faculty/SZRI confirms that (a) the Project is consonant with the University's educational and research objectives; (b) the request as stated above by the PI will be granted, all direct and indirect costs to be incurred by the Department/Unit/Faculty/SZRI have been reflected in the budget; **(c) the PI’s period of employment/affiliation with CUHK/SZRI would be long enough for the project to be completed, and should both the PI and co-investigator (if any) fail to act as PI of the project a replacement PI shall be appointed by the Department/Unit/Faculty to complete the project**; and **(d) CUHK/SZRI shall deduct the costs from the budget of the Department/Unit/Faculty/SZRI research team in case of liability/costs incurred by CUHK/SZRI as a result of the indemnity or liability or penalty clauses in the Agreement/tender documents.** | | | | | | | | | | | | | |
|  |  |  |  | | |  |  | | |  |  |  | |
|  | Name of Dept/Unit Head |  | Signature | | |  | Department/Unit | | |  | Date |  | |
|  |  |  |  | | |  |  | | |  |  |  | |
|  | Name of Faculty Dean/PVC(Research) |  | Signature | | |  | Faculty/PVC(Research) | | |  | Date |  | |
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*# Where the PI is a full-time staff of SZRI, only endorsement of Director of SZRI is required.*

1. Such co-investigator should have a presence at SZRI, either with research space or project. The co-investigator would act as PI of the project should the original PI fail to act as PI for whatever reason. He/She would only serve as a proxy in the absence of the PI’s full-time employment capacity at CUHK/SZRI. The co-investigator might or might not be listed as a member of the project, as see fit by the PI. [↑](#footnote-ref-1)