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| **External collaborator or subcontractor (*when to include costs within the Oxford budget*)** What is the difference between a collaborator and a subcontractor? | |
| **Collaborator** | **Subcontractor** |
| The party’s activity meets the Frascati definition of research (Briefly, this can be construed as: new; novel; ground breaking; and not routine analysis and testing. If in any doubt please contact your Research Services Divisional team as academic contexts do vary). | The party’s activity may or may not meet the Frascati definition. |
| The party has managerial and intellectual control over its work and is viewed as an equal partner in the work (albeit there is a ‘lead’ partner). | The party may have managerial and intellectual control over its own work. However there is often a sense that the Oxford PI is giving direction to the work. Reporting will be regular, and timescales and outputs required will usually be more tightly defined. Payments may be tied to a schedule of deliverables and may be withheld if milestones are not met. |
| A collaborator will usually be defined in the original application and possibly also the funder award letter. Oxford is unlikely to have authority to change details of the collaborators’ work without the funder’s approval. | Oxford has discretion over body to which research subcontracted, and maintains control of the award budget. |
| A failure of the collaborator to deliver their work programme would be clearly identifiable. They would usually have to account to the funder for under-performance. | Oxford is accountable to the funder for the sub-contractor’s performance, (i.e. the funder views the sub-contractor’s work as being part of Oxford’s work). |
| A collaborator bears the risk for its work and gets the reward for its work. | The funder will usually hold the main grant holding party responsible for the delivery of satisfactory work from the subcontractor. |
| Each party usually retains ownership of the intellectual property in the work undertaken or as a minimum has the right to unfettered use of their results. There may be agreement between the collaborators for academic use of each other’s results on an equal footing. | Oxford probably retains intellectual property in the work undertaken. The other party usually does not have any right to use any of Oxford’s intellectual property. |