A research ethics check-list in the humanities and social and behavioural sciences (medical research excluded) for research conducted in cooperation with companies

The purpose of this check-list is to help researchers make sure that the perspective of ethics is sufficiently considered when cooperating with companies. Taking care of research ethics is the responsibility of researchers. Not all companies possess the required competence, which makes it necessary for researchers to ensure that research ethics are reviewed during discussions between researchers and company representatives. Furthermore, researchers should prepare for the need to clarify the thought processes and principles on which decisions related to research integrity are based.

These guidelines have been drafted through cooperation between the Ethical Review Board in the Humanities and Social and Behavioural Sciences and the legal services offered by Research Services at the University of Helsinki.

1 Matters of ethics

1.1 Ethics review
- Is it necessary to review the ethics of a research project before its commencement? When necessary, researchers are responsible for requesting a review of the research project from the Ethical Review Board.

1.2 Guidelines and principles on ethics
- Has the research group reviewed the following guidelines and principles with the partner company and have both the group and the company agreed to follow them?
  o Responsible conduct of research and procedures for handling allegations of misconduct in Finland (2012)
  o Ethical principles of research in the humanities and social and behavioural sciences and proposals for ethical review (Finnish Advisory Board on Research Integrity, 2009)
  o University of Helsinki ethics principles for fundraising and business cooperation (in Finnish only)
  o Guidelines (currently being drafted!) on the use of the name and logo of the University of Helsinki should also be reviewed.
  o In addition, it is advisable to review the following guidelines, which include advice on business collaboration:
1.3 Conflicts of interest for researchers and companies
- Have existing conflicts of interest between the researchers and the company been noted and reported to the University? Conflicts of interest significant to the research project must be reported to the legal counsels at Research Services in accordance with the guidelines available on Flamma: https://flamma.helsinki.fi/en/Juristipalvelut-Tutkimusasiat/Principal-investigators-participation-in-entrepreneurship-research-affairs-research-funding-legal-counseling-services

1.4 Content and nature of cooperation
- Is the cooperation related to product development or research, or both? Scientific contributions resulting from the cooperation must be demonstrable, unless it is explicitly agreed with the partner company that no research will be conducted during the cooperation.

1.5 Ownership, utilisation and publication of research results
- Have research results, the manner in which partners may use the results, and result ownership been defined? According to the University of Helsinki’s ethics principles of fundraising and business collaboration: “In collaborative research performed even partly with public funding, the University cannot use government budget funding or other public funding to support companies. Consequently, companies do not obtain exclusive rights to the results of such research; rather the results are published and used in accordance with the terms of funding and the University’s principles.”
  o Additionally, the following observation is included in the Montreal Statement: “Agreements that unduly or unnecessarily restrict dissemination of data, findings or other research products should be avoided”.

- Is there an agreement on the manner in which the results will be published? As a rule, decision-making authority regarding scientific publication should remain with the University (research group). It is advisable to agree on the individuals participating in drafting scientific publications and their contribution at the beginning of the writing process (see the Montreal Statement). Additionally, The European Code of Conduct for Research Integrity guidelines state the following: “Authors and publishers consider negative results to be as valid as positive findings for publication and dissemination”.

1.6 Data management
- Has an appropriate data management plan been drafted for the project? If data is transferred to the partner company, the transfer and management of the data must be organised in such a way that data protection and privacy of study subjects are not put at risk. Data that has not undergone anonymisation must not be transferred outside the University/research group without a separate agreement. In such cases, no personal data can be transferred to the partner company without permission from the study subjects. Arrangements should also be made for the eventuality that study subjects wish to discontinue their participation. At what point can collected data still be removed with reasonable effort and at which point is this no longer possible?
  - Research data management guide for researchers: http://libraryguides.helsinki.fi/rdm
1.7 **Study participation from the angle of study subjects**

- Has the compensation for study subjects been determined and is the voluntary nature of participation preserved in spite of the compensation or does it create pressure to participate in the study? Reimbursement for costs covered by study subjects is always acceptable, as is compensation for the subjects’ time and effort (either monetary compensation or a comparable product or service). The research design and expected contribution of study subjects can vary greatly between projects, but compensation of several hundred euros, for instance, typically creates pressure to participate. It is the researcher’s responsibility to see to it that the compensation creates no pressure to join the study. When determining compensation given to groups, for example, whether the compensation creates peer pressure to participate in the study must be taken into consideration. Sponsoring and compensating a group should be kept clearly separate from each other to avoid creating such pressure.

- Have the subject groups to be recruited for the study been selected on ethical grounds? Who will benefit from the research? The selection of participating groups and their size may have an impact on research results. When studying, for example, new products or services, the objective of getting as positive results as possible may influence how a study is conducted. This may skew the study group selection process. On the other hand, the distribution of benefits gained from the study should be taken into consideration. Benefits should be distributed as fairly as possible. Thus, researchers must consider whether it is more justifiable to carry out the study with groups that are already in a privileged position or whether it would be possible to recruit subjects/groups whose participation could promote equality.

- Have risks with respect to the participants been assessed, could the study harm the subjects, and have any risks been minimised? It is the researcher’s responsibility to evaluate the impact of the study on the subjects. The partner company, however, has knowledge regarding the product or service under investigation, which makes it necessary to conduct risk and damage assessments in cooperation with it.

1.8 **Open discussion!**

The Montreal Statement gives a reminder of the importance of discussion when parties may have different practices, areas of expertise, standards and assumptions: “Diversity of perspectives, expertise and methods, and differences in customary practices, standards and assumptions that could compromise the integrity of the research should be addressed openly”.

2 **Legal and other contractual and administrative matters**

2.1 **Researcher and the University**

- Is the principal investigator employed by the University of Helsinki?

2.2 **Drafting a research agreement**

- Has a research agreement been concluded with the partner company? All agreements related to business collaboration are made in writing. Legal counsels at the University of
Helsinki have created model agreements that can be used when drafting new agreements. These models are general in nature and provide a preliminary understanding of University policy. The model agreements must always be revised to suit each individual case. To assess the applicability of model agreements, as well as the need for revision and supplements, a legal counsel specialising in research matters must always be contacted at researchlawyers@helsinki.fi. The research plan must be completed before beginning agreement negotiations. Further information: https://flamma.helsinki.fi/en/HY365661

- **Division and definition of duties.** Has the division of duties between the University (risks, liability, funding, etc.) and the company been clearly defined? The responsibilities of the University of Helsinki must be defined in a manner approved by a University legal counsel. In these matters, the legal counsels at Research Services can be contacted at researchlawyers@helsinki.fi.
  
  o Duties refer to actual research, and as a rule they are defined in the research plan, which is the responsibility of the researcher. Please pay attention to phrasing! Problems may arise if research plans included in research agreements are written in the passive voice ("is done", "is investigated", etc.), since this may leave the division of duties between the parties unclear.
  
  o Legal counsels at Research Services will check risks and liability from the legal perspective (e.g., demarcation of responsibilities, limitation of liability within the boundaries set by legislation). Research-related risks and liability will be checked by the researchers.
  
  o Depending on the project type, either the project accountant or controller will help researchers in the budgeting. Legal counsels at Research Services will only intervene in distinct problems (e.g., if 80% of costs in a project of €100,000 are covered by the University, but the benefits are accrued by the two parties evenly).

- **Research schedule.** Have the commencement and end dates of the research project/commission been unambiguously defined in the agreement (date, achievement of milestones/objectives, etc.)? Often these matters are defined in the research plan, which is the responsibility of the researcher.

- **Payments.** In the event of money being transferred between the company and the University, have the payment schedule and the sums payable to the University been clearly defined? Legal counsels at Research Services will only intervene in distinct problems (e.g., payment by the customer is made in full only after the completion of a commissioned research project). Legal counsels at Research Services have created an agreement model for commissioned research projects including a proposed payment schedule.

- **Contact details.** Have the official contact details of the parties been checked in the www.yti.fi service?

2.3 **Communication within the University**

- Has the principal investigator been in contact with the required parties at the University (controller/project accountant, legal counsel, head of department/dean)?

2.4 **Transfer of rights**

- Have all individuals participating in the project on behalf of the University of Helsinki executed the undertaking on the transfer of rights? An undertaking on the transfer of rights must be executed if at least one external collaborator takes part in the execution of the
project alongside the University or if the University receives external funding for the execution of the project. The undertaking on the transfer of rights is used by researchers to transfer to the University of Helsinki the rights to all results generated by the research. The undertaking is needed in order for the University to fulfil its obligations to its collaborators and external funders. Read more: https://flamma.helsinki.fi/portal/home/salto?_nfpb=true&_windowLabel=contentviewer&contentId=HY347068&lang=en&_pageLabel=content_view