

Facilitating Research Collaborations: Using the “Right” Agreement Terms

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An Alphabet Soup of Agreements....

- Informal scientific collaborations.... ***YOU ARE WADING IN DANGEROUS WATERS IF NO WRITTEN CONTRACTS***
- Confidentiality Disclosure Agreements (CDAs)
- Memoranda of Understanding (MOUs) & Interinstitutional Agreements (IIAs)
- Material Transfer Agreements (MTAs)
- Clinical Trial Agreements (CTAs)
- Data Use Agreements (DUAs)
- Research Collaborative Agreements (RCAs)
- Biobank/Repository Agreements
- Grant terms and conditions
- Licenses; license options
- Sponsored Research Agreements (SRAs)
- Contracts





Research Collaborations

- If you fund or co-fund research you absolutely must develop a terms & conditions agreement
- If your group is helping to broker research collaborations or is involved with setting up research consortia then it is equally essential to work out the scientific, financial, administrative, policy and legal details in writing among all the participants *in advance* of embarking on the collaborative research project





Top 5 Legal & Policy Issues (universal)

- **Intellectual Property (IP) considerations**
- **Licensing options**
- **Confidentiality terms**
- **Data & Research Material Ownership, Access and Use terms**
- **Publication/Public Disclosure terms**





Different Entities Have Different Restrictions

- **Legal restrictions**

- Non-negotiable; non-flexible terms
- Example—universities have fewer legal restrictions than a government agency like NIH

- **Policy restrictions**

- Sometimes negotiable; exceptions possible
- The bigger the organization the less flexible it will be in terms of policy (“the board would never agree to that”)

- **Administrative/procedural terms**

- Plenty of “wobble room” but often these are the least controversial/problematic terms





IP isn't complicated...really!

■ **Inventor(s)**

- Only those who meet the legal criteria can be listed as an inventor (=intellectual contribution)

■ **Owner(s)/Assignee(s)**

- Usually this is the employer(s) of the inventor(s)'
- Patent owner can sell (called assignment) its rights to another party

■ **Licensee(s)/User(s)**

- Third parties can buy use rights to IP; this doesn't change ownership



5 Common Arrangements

Lambert Model	Key Terms for Company	Owner of new IP
1	non-exclusive rights to company	Non-profit
2	exclusive rights to company	Non-profit
3	IP assignment to company	Company (post-transfer)
4	research use only by non-profit	Company
5	Company decides all	Company

For more information:

- Technology Transfer Office, NHGRI
 - tel: (301) 594-2235
 - e-mail: cdriscol@mail.nih.gov
- NIH model agreements
 - http://www.ott.nih.gov/forms_model_agreements/forms_model_agreements.aspx
- Licensing & Technology Transfer Professional Development organizations have model templates available (AUTM, LES, MIHR, etc.)
- Lambert Tool Kit
<http://www.ipo.gov.uk/whyuse/research/lambert.htm>

