

## UNIVERSITY OF ROCHESTER

### STANDARD TERMS FOR INTELLECTUAL PROPERTY RIGHTS IN INDUSTRY-FUNDED COLLABORATION OR RESEARCH AND DEVELOPMENT AGREEMENTS

#### 1. FOR GIFT-FUNDING

- a. Money gifted for a specific research purpose;
- b. Eligible for charitable deduction;
- c. No significant obligations owed back to the donor in exchange for the donation.

#### 2. FOR FUNDING BY INDUSTRY SPONSOR WHO IS COLLABORATING IN THE RESEARCH

- a. Most appropriate for product-specific scientific work that is in development stage (e.g. we are working with a company's prototype or a product in beta-testing);
- b. Intellectual contribution to the project should come from both the industry collaborator and the university (industry's contribution can come through sharing of prototype, or other late stage development product);
- c. General rule is the ownership of inventions is determined by inventorship (e.g. University inventors = university ownership, industry inventors = industry ownership, joint inventors = joint ownership);
- d. In rare cases where industry sponsor has substantially developed IP (e.g. in cases where a product has been developed and is at beta-testing or prototype testing stage) University may be willing to allow for ownership of IP vesting in industry sponsor. This would be done in recognition of the substantial development time and dollars that the industry sponsor has put into developing the commercial product or service and in recognition of the nature of the University's research as "development" research as opposed to "basic" research..

#### 3. FOR FUNDING BY INDUSTRY SPONSOR WHO IS PROVIDING "SOMETHING OTHER THAN JUST CASH"

- a. For research projects where the industry sponsor is providing background intellectual property, confidential information or assets or a detailed statement of work that lays out inventive steps our researchers should take, we would follow the general rule that ownership of inventions is determined by inventorship, but
- b. The University would be willing to give the industry sponsor a non-exclusive, royalty free license to use project related university-owned intellectual property for its desired field of use.
- c. The University may also be willing to give the industry sponsor an option to negotiate an exclusive license of project related university-owned intellectual property so long as the option term is not unreasonable in length.

#### 4. FOR FUNDING BY INDUSTRY SPONSOR WHO IS PROVIDING DOLLARS

- a. For research projects where the industry sponsor is providing cash to fund our research, we are willing to provide the sponsor with all research data that arises out of the research project but we will not give any preferential rights to intellectual property that arises out of the project.
- b. We would remind our industry sponsors that, as a not-for-profit, our charges for the research work can reflect only our costs; there is no “profit” or “mark-up” in what we can charge. Our general rule is that research funding pays for the research results but not for any intellectual property that results.
- c. Ownership of intellectual property is determined by inventorship
- d. The University may also be willing to give the industry sponsor an option to negotiate an exclusive license of any university-owned intellectual property so long as the option term is not unreasonable in length.

## STANDARD TERMS FOR INTELLECTUAL PROPERTY RIGHTS IN INDUSTRY-FUNDED CLINICAL TRIAL AGREEMENTS

### 1. FOR AN INDUSTRY-FUNDED TRIAL WHEN THE IND/IDE IS HELD BY THE COMPANY

- a. Data generated by the University as a result of conducting the Study (not including medical records, research notebooks, source documents) will be owned by the industry funder. The industry funder will have the right to use the data in accordance with the informed consent and the terms of the agreement.
- b. The University will retain the right to use the data and results for publication, IRB, regulatory, legal, clinical, educational and internal research purposes.
- c. Ownership of intellectual property that uses or incorporates the industry-funders study drug/device shall reside with the industry funder.
- d. Ownership of other intellectual property is determined by inventorship

### 2. FOR AN INDUSTRY-FUNDED TRIAL WHEN THE IND/IDE IS HELD BY THE UNIVERSITY

- a. The University shall retain ownership of all completed case report forms and data generated as a result of the Study; however the industry funder shall have the right to use all data and results generated during the course of the study for any study related purpose.
- b. Ownership of intellectual property is determined by inventorship. Intellectual property which arises out of work performed pursuant to the study shall be owned by the University.
- c. We would remind our industry funders independent of the likelihood of producing intellectual property, rights to IP can only go to a study sponsor, when properly negotiated, not to entities contributing money but eschewing sponsorship.