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Research Contracts: Features to look for and remember

7he contract is signed, a new account number is created, and it's time to proceed with the research. But **WAIT!** Before filing the contract away and never looking at it again, here are a few things you will want to review, make a note about, and/or mark on your calendar:

Publications and Reports

Most contracts allow the company to review any papers, abstracts, posters, slides, etc. that discuss research performed under the contract. The company may request confidential information be removed from the material, request a delay in order to file for patent protection, and/or provide general comments and suggestions. With the exception of complying with confidentiality terms, ISU faculty members have the final say in what is published. Advance notice of 60 days is a typical requirement. Unavoidable deviations from the agreed upon advance notice requires direct communication with and approval by the company contact.

Often, scheduled reports are agreed to in contracts. Please remember to put the *due date* for these reports on your calendar. In some contracts, scheduled payments are directly tied to completed reports. Late or missing reports also reflect poorly on your professional image and could impact future funding from the company not only for yourself but for the university as a whole.

Confidential Information

Confidentiality agreements can be stand-alone documents or incorporated into research contracts. Most indicate the material must be kept confidential for a period of three to five years. It is important to read the definition of confidential information, as this varies between contracts. Specifically, look for a requirement that all information must be clearly marked "confidential". In some contracts, if the exchange is verbal, it must be written down and marked "confidential" within 30 days. Confidentiality breaches are taken seriously by companies.

It is also important to know who is covered by the confidentiality. Generally, the confidential information can be shared by the ISU faculty member signing the agreement and everyone under his/her direct supervision, although, some agreements require signatures of all people who have access to the information.

Transfer of Materials

The transfer of biological materials between ISU and a company also can be a stand-alone document or incorporated into the research contract. It is important to read the definitions. Typically, progeny, unmodified derivatives, materials, and modifications are defined. Subtle differences usually occur in the definition of modifications and in who has ownership of these modifications. In some contracts, modifications are considered to be owned by the recipient; in others, the provider retains ownership of modifications.

It is also important to remember that, as a recipient, this material can be used only by the ISU faculty member signing the agreement and everyone under his/her direct supervision.

If you have any questions about research contracts or would like assistance in preparing or reviewing a contract, please contact:

Lisa Lorenzen
Biotechnology Industrial Liaison
1210 Molecular Biology Building
Phone: (515) 294-0926
Email: llorenze@iastate.edu

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