UNIVERSITY OF CAMBRIDGE

Practical considerations when initiating research collaborations and contracts

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Module Outline

- Research contracts / agreements
- Contracts at the University
- Activity type & Responsibilities
- Our approach to Collaborations
- Putting Collaborations into Context
- Risk Assessments
- Types of contracts
- Anatomy of a contract
- Case studies

What is a Contract / Agreement? Theory vs Practice

What is a contract or agreement?

A promise between parties giving rise to rights and obligations which the law will enforce

What is a **research** contract in the context of University research?

- *NOT ORAL!*
- *Written document containing terms under which research collaborations are conducted*
- *Not only required where funding is provided*
- *Terms are generally negotiable (except under Grants)*
- *Signed by University signatory **not** Principal Investigator (PI) or researcher*

External Interactions → Contract

Practically: Why do we have agreements?

- Clarity
  - *Expectation and requirements of all in each party*
  - *Ensure those involved know what is expected of them*
  - *Written 'expression' of what has been agreed*
- Protect the interests of researchers
- Protect the University's interests as a charity & academic organisation
- Delineate University's and Collaborator's requirements

Contracts within the research arena

- Several types of agreements commonly used in this area
- Used by all kinds of organisations conducting research in collaboration with others
  - *Universities*
  - *Research entities*
    - ✓ *Charities*
    - ✓ *Government*
  - *Industry*
- Generally same contracts are used in the same manner world wide….*some exceptions*

Types of Research Activity

Investigations (Research)

Donations

UCam Consultancy

Teaching & Courses

UCam Services

Requisition of Services & Consultancy

Individuals as Collaborators

Who deals with what?

Type of Research Interaction	University division
Novel Research / outcomes unknown (under grants or contracts)	Research Operations Office (ROO)
Requirement of Specific services/consultancy & defined outputs	Procurement Office
Provision of specific services/consultancy & defined outputs	CUTS - Cambridge Enterprise
Donations	CUDAR
Teaching/Courses	Legal Services Office? Academic Division?

Types of interactions with industry

- Funded studentships
- Research Collaborations
- Partner in a centre

Research Office

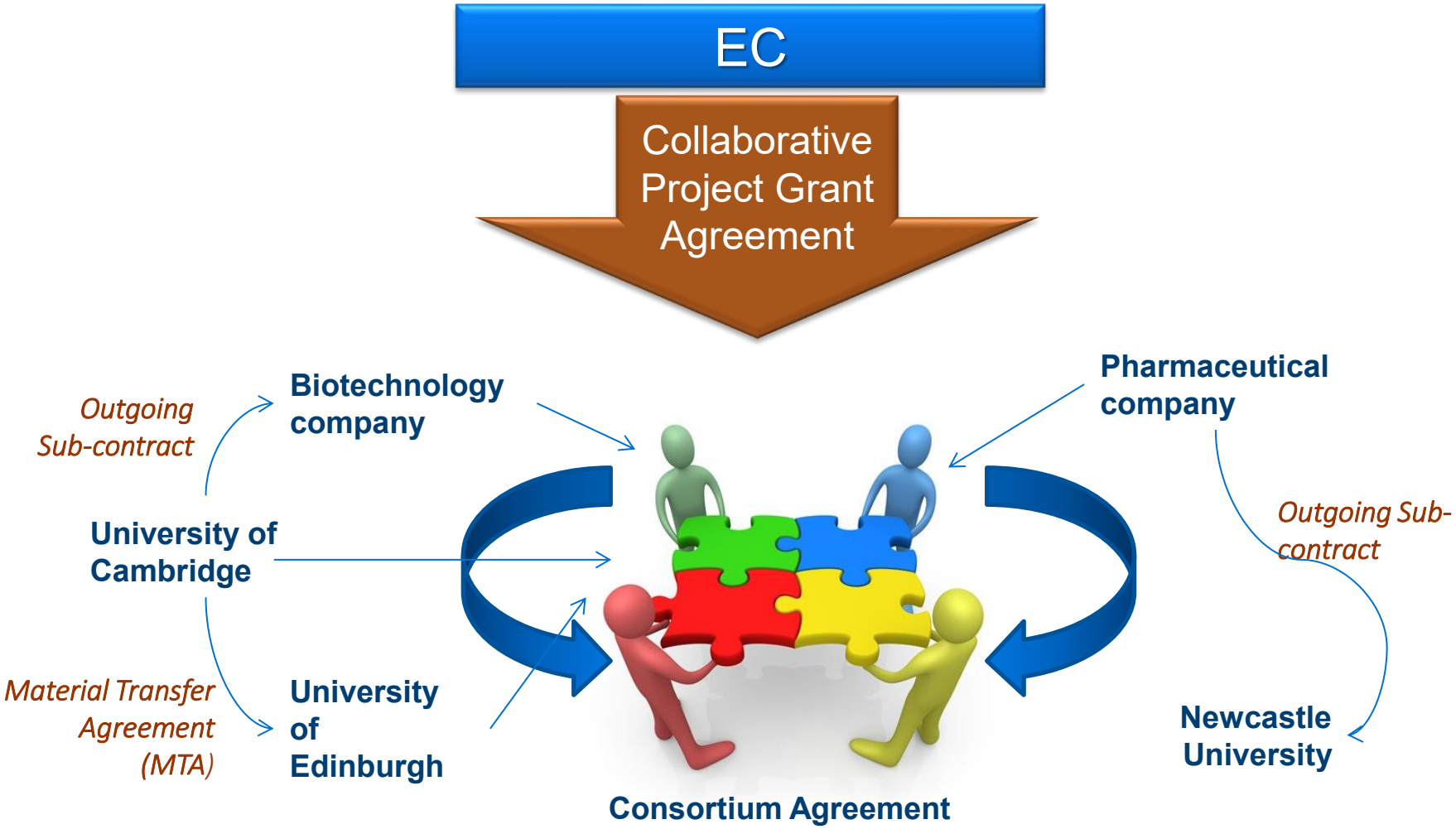
➢ *Fundamental Research*

- Services
- Consultancy
- Licencing
- Company formation

Cambridge Enterprise

➢ *Commercialisation*

Interactions



What are we trying to achieve?

- Foster strong relationships with funders and collaborators
- What is our approach?
  - We're *not* Donald Trump:

    "My style of deal-making is quite simple and straightforward. I just keep pushing and pushing to get what I'm after."

  - We ***do*** talk to the researchers, Departments, as well as our collaborators and funders to understand the best terms for each stakeholder and the Project - this drives the terms we negotiate

What's the end goal?

3

- Increased funding opportunities
- Relationship building
- Increased research opportunities

2

- Strategic Alliances
- Translational research & Cross Fertilisation of Ideas

1

- **Economic Growth**
- **Impact on Global Society**

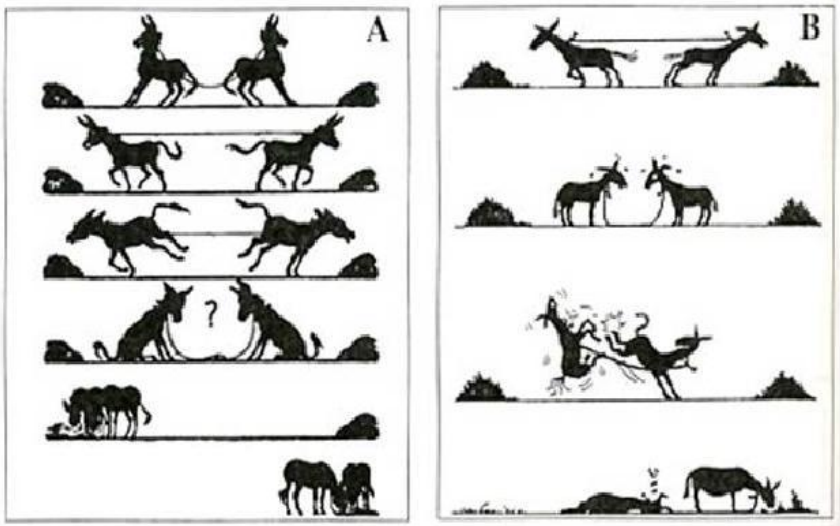
Our approach

What we do

- Formalise all parties' expectations & requirements
- Ensure researchers have freedom to conduct research
- Ensure collaborators & funders get a good return
- Protect University's interests as a charity
- Aim for win-win situation for all

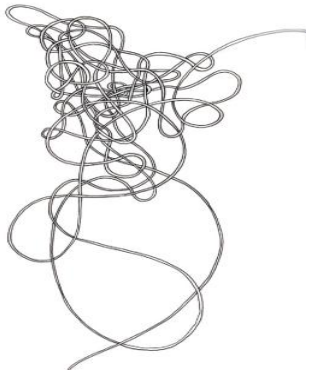
How we achieve this

- Communicate with all stakeholders
- Perform risk assessments
- Negotiate suitable terms
- Set up correct type of agreement



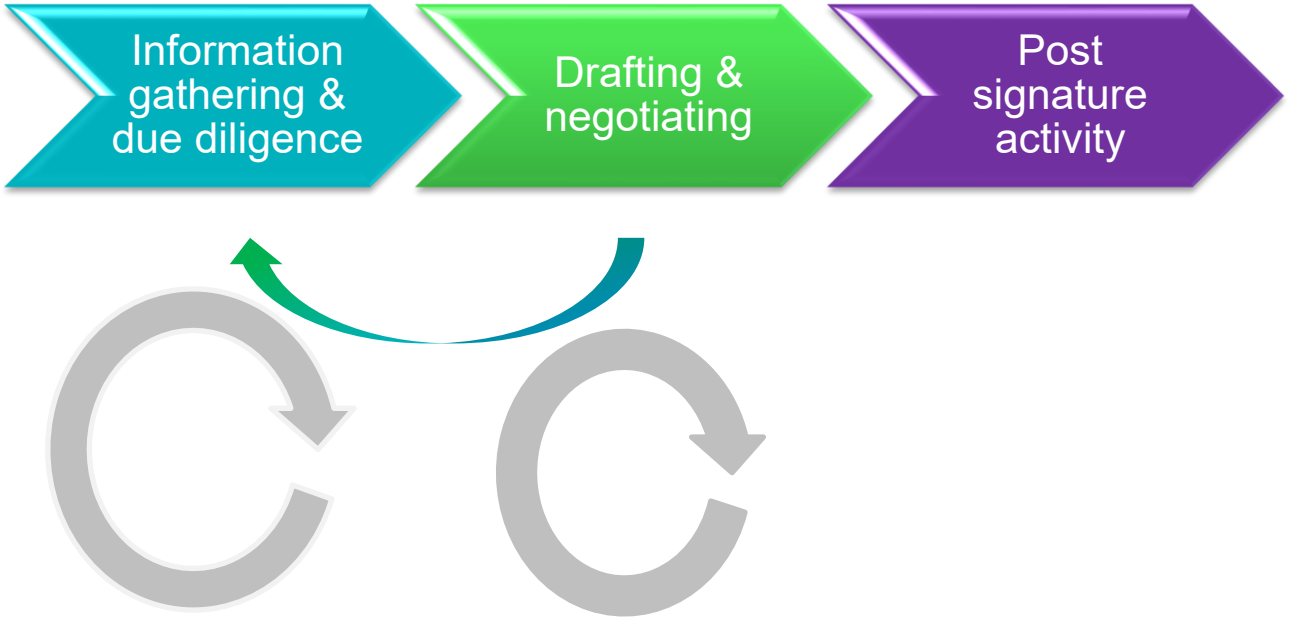
How long does it all take?

It should take as long as is appropriate…



…'Appropriate' means getting a good deal for all that's right for the project with an emphasis on pragmatism

Stages of setting up an agreement



Always put the contract and the project into context!
Fit the contract to the research not the other way round!

Context – how does the collaboration fit in?

- What is the relationship with funder/collaborator?
- What is the nature of the collaboration?
- How does it fit with existing research?

- What do <u>we</u> want out of it?
- Can we do the research?
- Should we do the research?
- Do we have the correct agreement?

Context – Seeing the Bigger picture

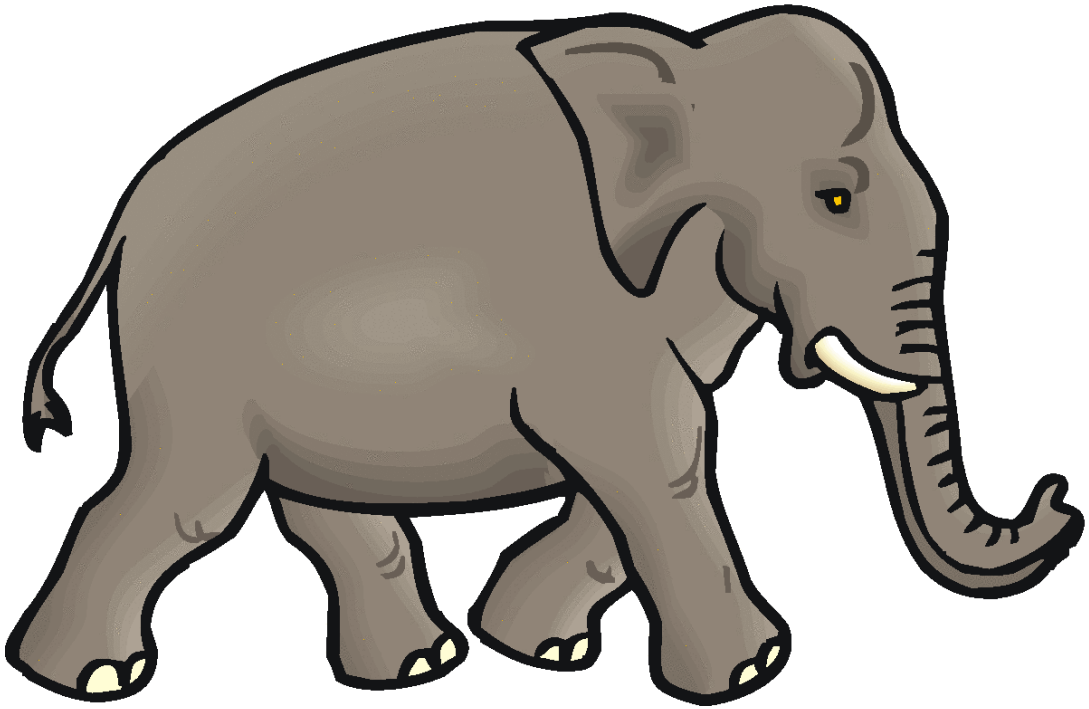
- Does this case come under a bigger project /collaboration /grant?
- Is this research or services or consultancy or procurement or teaching?
- What is the project about? What does it involve?
- Who's involved?

Collaborators!!

- **What type of organisation?**
- **What are they doing?**
- **How are they doing it?**
- **Why are they doing it?**
- **What do they want? <u>Expectations</u>**

Seeing the Bigger Picture

Blind Men & the Elephant



University IP Policy

- IP generated in research conducted with third parties
- all other IP

Provides consistency across University

Researchers own the IP they create

Allows freedom to operate

Revenue share for researchers

Students & employees have same rights & obligations

Researchers own the copyright in their thesis

Contract can override the Policy's default position

What constitutes Risk in research collaborations?

Kinds of risk to be considered when planning a research project:

- Safety of personnel – duty of care
- Reputation
- Financial risk
- Feasibility of project delivery
- Export Control
- International collaborations – different laws; regulations
- Equipment – availability; size; maintenance
- Terms and conditions - rights and restrictions
- Balancing time/effort with other commitments

Exercise 1

Funder: US tobacco company

Tobacco company wants the University to conduct a 5 year project on the effectiveness of a new tobacco plant with reduced nicotine levels (reduced addictive properties).

New Collaborator: Universidad Catolica de Chile

- ***Identify some key risks***
- ***Assess level of each risk***
- ***Avoidance & Mitigation***

In summary so far…

Key Questions to ask ourselves:

- Can we do the research?
- Should we do the research?
- Is it worth the risk and effort?
- Does the contract reflect the expectations of all the parties?

Type of Interaction = Type of agreement

Non-Disclosure Agreement

Amendment

Material Transfer (MTA)

Studentship

Consortium

Letter of Intent

Visitor

Sub-contract

Licence

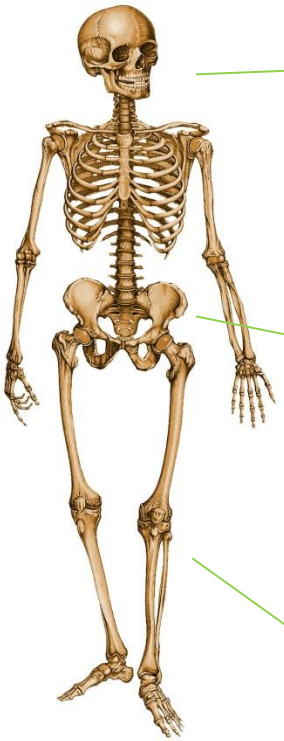
MoU

Framework / Umbrella

Letter of Undertaking

Heads of Terms

Anatomy of a research agreement



Parties to the agreement
Some have Background (Recitals)
Definitions
Duration of agreement

Clauses relevant to the research e.g.

- About the project
- About the materials being received
- Results / Intellectual Property
- Publication / thesis
- Confidentiality

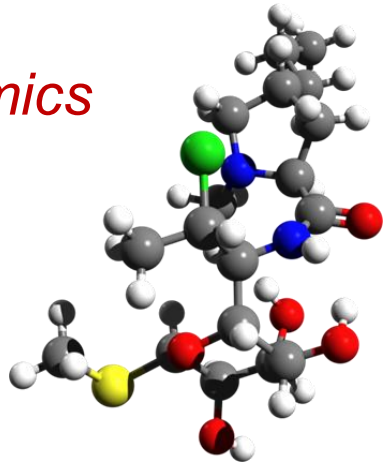
"Boilerplate" clauses:

- Liability, warranty, indemnity
- Termination
- Dispute resolution
- Governing law

But wait!

Schedules & Appendices

- *Most important part of a contract (?)*
- *Legally binding*
- *Written & produced by academics*
- *Aaarrghhh!!!*

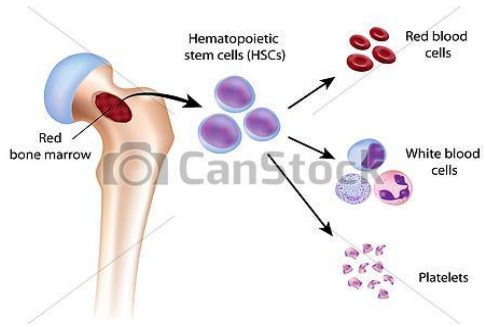


Things to watch out for: terms and their consequences

- **How do terms affect the researcher?**
  - Use of background IP, third party obligations
  - Use of results and Arising IP – freedom to operate
  - Publications – is researcher compromised?
  - Confidentiality

- **How do terms affect University?**
  - Dissemination of results, commercial exploitation, reach-through to background IP, conflicts with existing contracts
  - Funding, liabilities, personnel, law
  - Reputational risk
  - Conflicts with University's mission and charitable status

Avoiding trouble ahead…..



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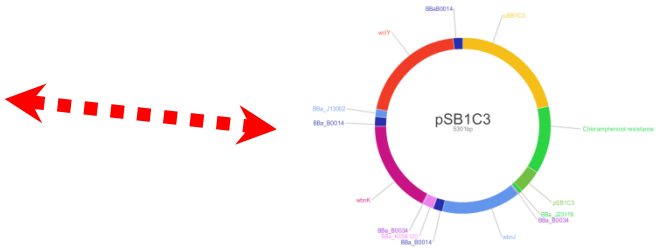
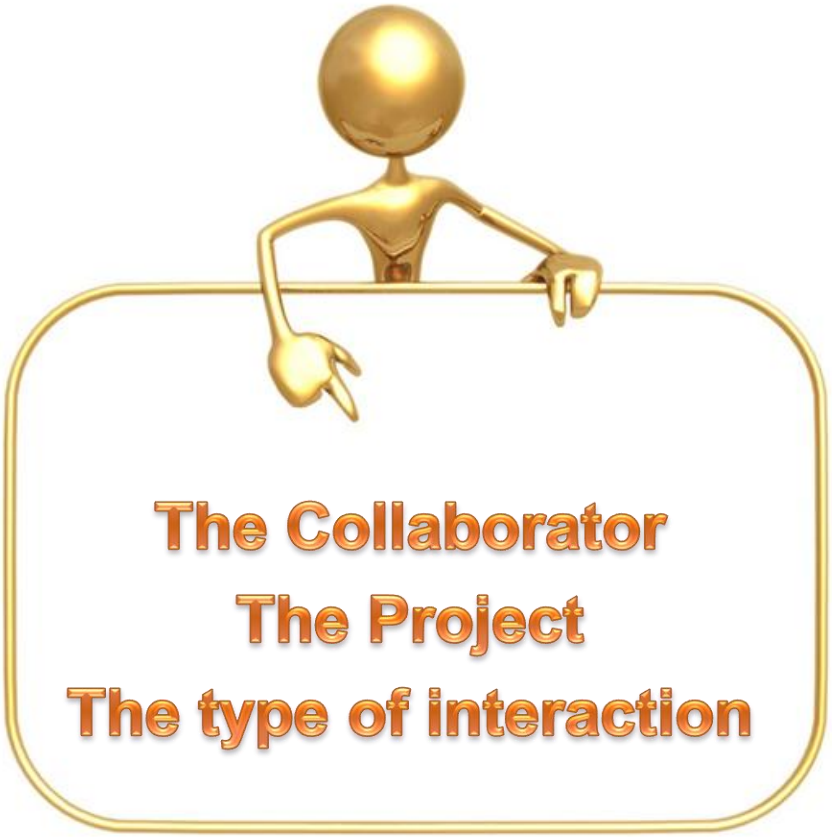


Company A funding

Context…



Key Recommendations

- *Communication*
- *Consultation*
- *Knowledge is everything!*
- *Know who is involved*
- *Know your academic and involve them*
- *Listen to all sides*
- *Understand the other party and its expectations*

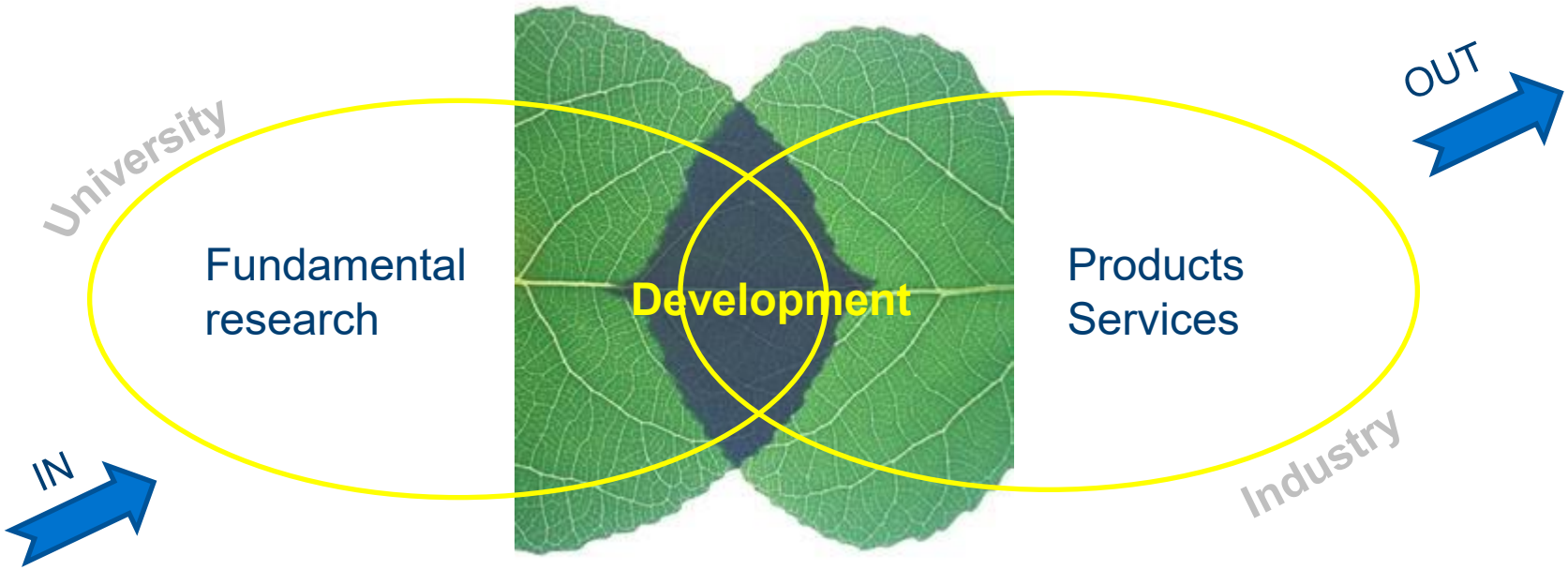
Know what is important and what is relevant to this case…..for all parties

Industry

Different from dealing with most Government departments, charities and EU:

- No calls or strategic themes; no formal applications
- No pre-set terms, conditions or rules – everything is negotiable!

University & Industry = Synergy



Developing partnerships with industry to create an impact on global society

Conclusion

- Remember…..
- Win-win situation…for all
- Expectations of all parties
- Long-term fruitful relationship

University + Industry + Working in partnership = Synergy

Exercise 2 - A Case Study

A Principal Investigator (PI) wants to conduct a project with a new industrial funder.

The project is due to start in October 2026 and will last for 4 years. The PI will be collaborating with a University in Brazil as well as a Research Institute in the USA that will provide analytical services to the project.

The PI is currently working with a Research Associate (RA), with suitable background and skills, in an ongoing project, so the PI would like to include the RA on the proposed project.

The project will include 2 PhD studentships: one will start in 2026 and one will start in 2027; one will be conducting field research in Brazil.

- **What potential risks do these project plans pose?**
- **What type of interactions?**
- **What kind of contracts need to be set up?**

Thank you for listening