

NCURA REGIONS IV AND V MEETING TUESDAY, APRIL 17, 2012

Best Practices for Industry and University
Collaborations

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DISCLAIMER

- ▣ The information contained in this presentation is personal observation only and does not necessarily represent the views of Monsanto Company or that of the agbiotech industry.

The overall relationship between the company and the university is built on several platforms. Every piece of the puzzle is important but not always obvious. A good relationship will open the door for successful research collaborations. This session will provide general discussion on the cultural differences between academia and industry. The participants will have the opportunity to share examples of successful collaborations that their institution has been involved in.

Best Practices for Industry and University Collaboration

- ▣ Overall Relationship – the parts and pieces
 - Talent recruitment
 - Student assistantships
 - Fellowships
 - Industry intern programs
 - Visiting scientist programs
 - Tours, symposiums, workshops
 - Lecture series
 - Bricks and mortar support

Best Practices for Industry and University Collaboration

▣ Gifts –

- Funds can be directed to a specific project
- No research reports
- No accounting of expenditures
- No IP rights granted
- No right to review publications
- Little to no overhead charged (5% or less)

Best Practices for Industry and University Collaboration

▣ Grants –

- Funds can be directed to a specific project
- Sponsor can expect research and accounting of expenditure reports
- No IP rights granted
- No right to review publications
- Standard overhead rate charged (45- 60%)

Best Practices for Industry and University Collaboration

▣ Service Agreements-

- Sponsor develops scope of work
- University provides “hands” to conduct work, no creative steps
- Sponsor owns all IP
- No publication by University – strict confidentiality provisions
- Overhead is typically hidden in line-item budget but sufficient for Sponsor to retain all control

Best Practices for Industry and University Collaboration

▣ Master Service Agreements-

- Field trials
- Sponsor develops protocol, provides materials, trial is destroyed
- Regulatory and/or stewardship compliance required when regulated crops are involved
- IP rights owned by University but Sponsor has right to license
- No right to publish Sponsor confidential information
- Sponsor has publication review rights
- Lower than standard overhead rates have been negotiated with most universities

Best Practices for Industry and University Collaboration

- ▣ Sponsored (Basic) Research Agreements-
 - University develops scope of work, budget
 - Specific research agreement negotiated for project
 - Full overhead charged
- ▣ Options/Licenses
 - Used to obtain commercial rights
 - Terms and Conditions negotiated on individual basis

Cultural Differences

DIFFERENCES

- ▣ Service vs. Basic research
- ▣ Tax implications
- ▣ Publication
- ▣ IP Ownership
- ▣ Insurance/Liability
 - Self-insurance
 - Indemnity

CONTEXT MATTERS

- ▣ Public vs. Private
- ▣ Nature of Industry
- ▣ Federally vs. Industry funded
- ▣ Individual vs. Master Agreements
- ▣ Occasional Agreements vs. Strategic Relationship

Agreement Structure Considerations

- ▣ Scope of work
 - Roles and responsibilities of both parties
- ▣ Exchange of materials
 - Proprietary or publicly available
- ▣ Staffing
 - Undergrads, graduate students
 - Post-docs, technicians

Parting Thoughts

- ▣ The overall relationship is more important than any one piece of the total
- ▣ Industry hires more university graduates than it funds programs at the university
- ▣ There are projects that do not fit the University/Industry collaboration model