



Brown University Policy on Terms and Conditions In Sponsored Research Agreements

I. Fully Acceptable Terms and Conditions in Sponsored Research Agreements

Agreements which permit “flexible operation under the University’s regular policies and procedures, permit free publication of results, conform to principles of the University Patent and Copyright Policies, permit the University and Principal Investigator to exercise administrative, programmatic and scientific control and responsibility for performance of the activity, and reimburse the University for both direct and facilities & administrative costs of research”.

II. Conditionally Acceptable Terms and Conditions requiring Senior Officer Approvals

Publication

Brown University policy requires that funded agreements allow for open dissemination of the knowledge rather than conducting proprietary or classified research, which maintains the University’s Fundamental Research Exclusion for export control regulations. In certain circumstances, Brown University may agree to delay publication of written articles for a short period of time (i.e., no greater than 90 days) but only for two purposes: to prevent divulging proprietary and/or personally identifiable information provided to the investigator by the sponsor and to ensure that publication will not compromise patent rights of the sponsor. Participation in research involving other than the shortest review period is strongly discouraged. This guideline was refined in 2012 as follows:

- For delays longer than 90 days, such as in the case of multi-site clinical research where a publication committee received data from participating sites and makes decisions about joint publications, the period of delay is not to exceed 18 months from the completion of research at all research sites;
- Under exceptional circumstances, the Vice President for Research and the Provost may approve contractual arrangements that could lead to longer publication delays
- Note that the above exceptions will not be permitted where the sponsor is a private industry in which Brown or Brown faculty who are performing the research have an

- equity interest or where the research is related to a license to that industrial sponsor from Brown

Students

- Involvement of a student (undergraduate or graduate) or trainee (postdoctoral fellow) in research that has a publication delay that could affect the timing of the publication of the student or trainee's research or completion of a dissertation is strongly discouraged. *Under exceptional circumstances, the Vice President for Research, Dean of the Graduate School, and Dean of the local academic unit may jointly decide to approve agreements which contain well-justified delays or review and approval of student publications including master's thesis and doctoral dissertation*

Confidentiality

The University will accommodate sponsors' confidentiality requirements in certain limited circumstances. Private health information, personally-identifying information or school records are all examples of the type of information that the University would agree to hold in confidence or remove from publications at the sponsor's request as well as certain types of information related to pending patents and/or undisclosed business plans. In all cases, such confidential information would be 'background' information, not required for a research publication.

Intellectual Property

The University owns, on a worldwide basis, all rights in any discovery or invention created or made in the course of research carried out by a faculty, staff, postdoctoral associates, graduate students, employees, visitors and consultants, whether paid or not, who create or make any discovery or invention conceived during or developed from research conducted as a part of their University Duties, or in which all or part of the cost is paid from University funds or from funds administered by the University, or which has been developed in whole or in part through the more than incidental use of University resources. (*Brown University Patent and Invention Policy and Copyright Policy, 2005*). Any exceptions are made on a case-by-case basis by the Industry Engagement and Commercial Venturing Office.

Inspection and Acceptance

The University expects to be promptly paid for its research efforts and it is strongly preferred that payment not be tied to acceptance and approval of deliverables. Certain "Inspection and Acceptance" type language may be accepted in contracts if the local academic unit assumes the associated financial and programmatic liability. The academic unit will provide attestation in writing and provide an account number to absorb possible cost overruns. Final decision on acceptance lies with the applicable Dean and Vice President for Research. (*Limited Exceptions Policy 2014*)

III. Terms and Conditions in Sponsored Research Agreements which must be upheld

When one or more of these unacceptable conditions are identified, such that an otherwise agreed-upon research contract cannot be executed by Brown University, the issue that precludes doing so will be briefly summarized in writing and shared with the Principal Investigator, responsible Dean/Department Chair, and the Vice President for Research. This will allow the University to explore other strategies and avenues for modifying the terms of concern.

- The University performs its activities on a “best efforts basis” using the highest academic research standards with no stated warranties or guarantees of research results or deliverables.
- Brown University Principal Investigator will retain control over the scope of work, selection and dismissal of all project personnel as well as financial management of the research.
- Brown must reserve the right to identify the source of sponsorship and the nature of the funded project. Title of project, funded amount, duration of support and name of the Principal Investigator is published in the University’s standard business reports.
- Brown University policy requires that the University maintain ownership or co-ownership of all data, results, copyrightable and patentable information developed by its faculty and staff.
- Sponsors may not take rights to use Brown’s name or logo without prior written approval from Brown University.
- Brown’s status as a non-profit and tax-exempt institution prohibits the performance of ‘work-for-hire’ type activities which benefits only the sponsoring entity.
- Research involving Human Subjects, Vertebrate Animals or Hazardous Agents and materials will be conducted in accordance with governing regulations.

IV. Unacceptable Terms and Conditions in Sponsored Research Agreements

- Classified or secret research
- Indefinite or unspecified publication delays and terms that prohibit eventual publication
- Terms that allow modification or disapproval of research findings by an external sponsor
- Terms that allow a sponsor to bar participation in research by specific individuals or groups
- Terms that allow external sponsor to exercise unilateral technical direction of the work or require re-performance of the work until the sponsor views it as acceptable
- Terms that transfer sole ownership of data created at Brown to the sponsor
- Terms that require the warranty or guarantee of results or deliverables
- Terms that require indemnification of the sponsor for patent infringement

Owner: Office of Sponsored Projects/Office of the Vice President for Research
Contact Person for Policy: Patrice A. Carroll, Director, Office of Sponsored Projects
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