

*These guidelines are tentative*

### **Intellectual Property Negotiation for Contract Agreement**

In order to negotiate a rapid and accurate research contract that protects intellectual Property rights but also maintains a friendly business relationship with the sponsor, additional information should be provided within the contract review process. These questions will be asked by ORSP staff stewarding research contracts, but should also be asked by units when stewarding other agreements that might have IP language.

1. Are other sponsors supporting the same activity at DU?
  - a. If yes, who are the other sponsors? Who at DU are they working with?
2. Is a biological, material or other background intellectual property being acquired from the sponsor?
  - a. If yes provide the property description and owner.
  - b. Was this subject to a Materials Transfer Agreement?
  - c. Is the information subject to a patent belonging to the sponsor or a third party?
    - i. If so please provide the patent numbers and owner's contact information
3. Will copyrighted material be used?
  - a. If yes, please provide the name, owner, and any use restrictions.
4. What is the DU background intellectual property needed to support this effort?
  - a. Has it been disclosed to the Office of Technology Transfer?
    - i. If so, when?
  - b. Is the information subject to a DU patent or patent application?
    - i. If yes, please provide patent number
5. Is this effort associated with any federal grant or contract?
  - a. If yes, please provide the federal grant or contract number.
6. Is any intellectual property like to result from this effort that may need protection?
  - a. If yes, please describe what type of intellectual property it may be.
7. Generally DU claims ownership of any intellectual property developed by its personnel as a part of a sponsored project and grants an option to the sponsor to take a license to the intellectual property. DU shares any income from licensing with the DU inventor and retains the right to use the intellectual property in future sponsored projects. When the sponsor requests greater rights than this standard it may diminish the possible personal income of the inventor or the ability to do research for future sponsors. DU is willing to grant greater rights to the sponsor, but only with inventor approval. Are you willing to accept lesser rights to secure funding?
  - a. What limitations (if any) are you willing to accept on your ability to publish?
    - i. This could include the sponsor having the right to review before publication or prohibiting publication completely.
  - b. Do you have a preference for data ownership?
    - i. Would you prefer to own the data and give the sponsor a license to use, or would you prefer for the sponsor to own the data and provide DU with a license to use?
  - c. If a patentable invention results, do you want to own the patent entirely, or are you willing to assign or license the patent?
    - i. Are you willing to give the sponsor ownership but retain the right to use?