June 2012 COGR Meeting Thursday Morning MTA Presentation - Streitz

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Published Date: 06/26/2012
Academic to Academic Material Transfers: Guiding Principles

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COGR Meeting
June 7, 2012
Scope

- Published materials
- ...transferred from one non-profit research institution to another
- ...for use in research
- Not for use in humans
For this purpose, “Material” is the originally provided material, plus unmodified subunits and (in the case of biological materials) progeny or expression products (á la UBMTA)
Ownership of Materials should remain with Provider

- Including quantities of Materials incorporated into substances made by Recipient
- Provider should not seek to own substances created by the Recipient
Recipient should not transfer Materials to third parties

- Provider may restrict transfers of Material beyond lab of Recipient PI
- However, Recipient should be able to make new substances available to other non-profit researchers for research purposes and for replication of published results
Provider should make Material available to other nonprofits

- To replicate and build on published research – esp. Recipient’s
- ...for basic research, under similar terms
- ...if sufficient quantities are available
- ...and are not otherwise available or easily replicated
Provider should not restrict Recipient funding sources

- As long as Material is being used for nonprofit research purposes
- Including in bona fide academic research sponsored by industry
Provider should not get rights to Recipient inventions

- Other than research use
  - which is presumably being reserved for all nonprofit research institutions anyway!
- Provider should place no restrictions on Recipient’s intellectual property
  - but restrictions on physical Material are ok
- Recipient should notify Provider of patent applications involving Material
No commercial rights are transferred to Recipient

- Recipient may not use Material (or allow others to use) for commercial purposes without a license
  - E.g., transferring Material for a fee or engaging in fee for service activities
Provider should not require a Statement of Work

- Consistent with freedom of academic research
Provider should not require pre-review or even copies of publications
- publicly available, after all
Providing scientist should not require authorship, other than as scientifically appropriate
No requirement to treat research results as confidential

- Recipient should not be restricted from disclosing the results of its research
- No restrictions on disclosing properties of Material (which is already published)
Each party should accept liability for its own actions

- ...to the extent they are legally able to do so
Provider may specify disposal

- Can require that Material be returned or destroyed upon termination
- Recipient should be able to continue using new substances, even if they contain Material.
  - Relevant terms of agreement will continue to apply
Export Control

- If Provider knows Material is subject to export control regs, Recipient should be notified.
- Parties should assist each other in compliance.
  - But Recipient is responsible for its own compliance.
Investigators should not be able to require terms that conflict with these guiding principles:

- Requires senior management “buy in”
DISCUSSION?