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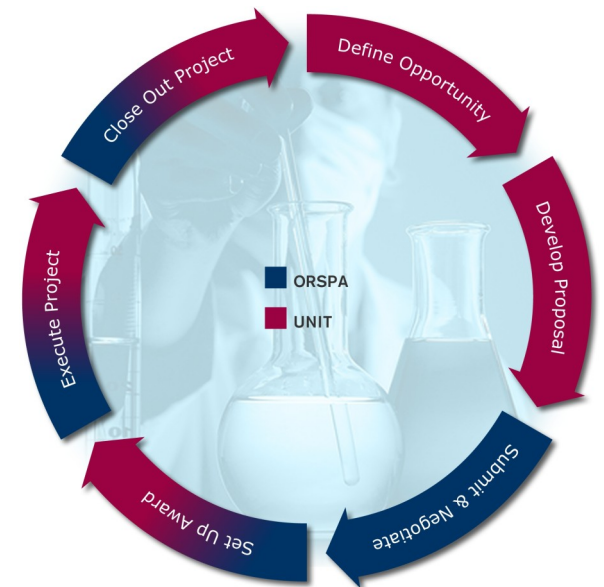
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CONTRACTS

INDUSTRY SPONSORED PROJECT
AGREEMENTS WITH ASU



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This guide is a summary of the general policies applicable to research agreements between the Arizona Board of Regents, and business or industry or commercial organizations. These policies reflect Arizona State University's position as a publicly supported educational institution.

Corporate Identity

ASU is a public university governed by the Arizona Board of Regents, a body corporate under the laws of the State of Arizona. All research agreements must be issued in the name of the "Arizona Board of Regents for and on behalf of Arizona State University."

University Organization

The Office of the Vice President for Research and Economic Affairs is responsible for establishing policies for research agreements consistent with the policies of the Arizona Board of Regents. The Board of Regents has delegated the authority to solicit, negotiate, and execute awards to the Director of Research Administration who has the responsibility for the Office for Research & Sponsored Projects Administration (ORSPA). Sponsored agreements with industry are negotiated within ORSPA by Contracts & Subcontracts. Agreements with sponsors for licenses for pre-existing ASU intellectual property are managed and administered by Arizona Technology Enterprises LLC, ASU's exclusive intellectual property commercialization entity. ORSPA processes proposals, negotiates awards, and provides post-award administration. Arizona Technology Enterprises LLC administers and licenses ASU's intellectual property and creates collaborative research relationships specifically to enhance new inventions.

Project Establishment

Initial discussions between industrial sponsors and ASU faculty and senior research staff are encouraged to confirm mutual interest. However, sponsored projects can be formally established at ASU only after a carefully defined research proposal, including a budget, has been submitted and approved through regular internal review procedures. An acceptable funding agreement must be negotiated and executed by authorized representatives of both parties.

Project Administration

ASU policies pertaining to conflict of interest, the protection of human subjects, bio-safety, occupational and environmental protection, and animal welfare are applicable to all research conducted at ASU. The Principal Investigator has the responsibility for conducting the research and for assuring that only proper costs are charged to the proper account.

Payments and Advance Funding

ASU requires full reimbursement of costs and advance funding on all agreements with business and industry because the University is not permitted to use state funds to finance work with for-profit entities. The schedule of payments can be adjusted depending on type, scope, length of project, and anticipated schedule of actual expenditures.

Termination

If a funded agreement is terminated by the sponsor, the sponsor will be expected to reimburse ASU for all costs incurred to the date of termination and for all remaining non-cancelable obligations.

Publication Policy

The teaching and research environment must promote the free exchange of ideas among faculty and students. ASU's research activities are conducted as an integral part of the total educational program. These activities often form the basis for articles in professional journals, public and professional presentations and student dissertations and theses. Therefore, ASU will undertake research or studies only if the results can be published or otherwise promptly disseminated. However, the University may agree to reasonable delays to protect proprietary information and intellectual property. Copyright and publication rights for research results belong to ASU and/or the author.

Intellectual Property

ASU's intellectual property policies promote the progress of science and technology, assure that discoveries and inventions are used to benefit the public, and provide recognition to the inventor(s) and ASU.

ASU usually retains ownership to all inventions and discoveries arising from its research, whether or not patentable. The first right to negotiate for exclusive license rights may be granted to an industrial sponsor. Assignment of ownership of inventions created under private sponsorship can be made. When there is a pre-existing ASU invention, a license or option can be put into place with a research collaboration agreement.

Liability, Risk, and Best Efforts

Research by its nature is unpredictable and does not guarantee successful results, therefore ASU research is conducted on a "best efforts" basis. ASU will not accept contract provisions that guarantee results, impose penalties for failure to make progress by firm deadlines, or provide for withholding of payments if the sponsor is not satisfied with the results. In addition, constitutional and statutory restrictions preclude ASU from contractually indemnifying another party.

Confidentiality

If confidentiality is necessary in order to perform the research, provisions may be included in the agreement that identify the extent to which proprietary or confidential information may be protected. Non-disclosure agreements are available. Separate agreements with the faculty are discouraged.

Use of University Name

No sponsor is permitted to state or imply that ASU approves or endorses any product that might be manufactured, sold, or otherwise distributed. The name or logo of ASU may not be used in connection with any advertisement, press release, or other form of business promotion or publicity without prior written approval.

State Clauses

ASU is required to include in all contracts certain clauses dealing with nondiscrimination, conflict of interest, non-appropriations, and arbitration.