

Guidelines to Model Agreement

GENERAL COMMENTS

These guidelines developed for industry-university agreements are intended to serve as a model contract. In some circumstances the negotiating parties may wish to alter the model to reflect their particular situation. In the most contentious area, namely, ownership of the results, we have provided a choice of options giving either the company or the university ownership of the fruits of the labour of the project. However, regardless of the ownership, both parties share in the downstream benefits of the intellectual property developed during the course of a research contract.

Although an option is not provided for ownership by both parties, it is recognized that there may be circumstances wherein joint ownership of all or part of the project results may more accurately reflect the input of both parties. It is expected that these agreements will be negotiated on a case by case basis.

It may first be useful to review the distinction between grants and contracts. While this distinction may not always be clear cut, there are basic differences:

A grant is financial support for an investigator, or investigators, conducting research in a particular subject area or field, without any formal detailed stipulations as to the direction of such research. The following characteristics are normally also present -

- no direct or indirect reimbursement to the principal investigator
- no stipulation as to deliverables
- no limitations on publication
- no specific transfer of results to the grantor
- payment to the university in advance of expenditures

A contract is an agreement between two corporate bodies, namely the company and the university, to provide financial support for an investigator, or investigators, to conduct research in a particular subject area or field under specific stipulations and conditions. These conditions may -

- specifically outline the scope and nature of the research