

Policy of The Rockefeller University on Industrial Sponsorship of Research

Introduction

The Rockefeller University's ("University") primary mission is to carry out scientific research for the benefit of humanity. From time to time, research interests of University members converge with an industrial entity seeking answers to similar scientific questions, and the opportunity for industry to sponsor research at the University arises. The University supports and welcomes industrial sponsored projects that promote scientific advancements and stimulate the effective use of new knowledge.

Research projects with industry need to balance the interest of industry with the mission of the University, the autonomy of academic research, and extensive federal regulations on non-profit educational corporations.

The Office of Technology Transfer ("OTT") is responsible for negotiating and managing the contracts that govern all aspects of industry sponsored research and collaboration. OTT relies on the points below to govern the contracts with an industry partner, and template agreements are available, offering terms, which the University can endorse with efficiency.

Academic Freedom and Publication of Research

Research projects will be led at the University by a Head of Laboratory or a senior scientist appointed by a Head of Laboratory ("Principal Investigator") who will be responsible for the research under any industry sponsored contract. Research at the University must be conducted only for purposes consistent with the University's mission including pursuit, dissemination, and application of knowledge. In particular, prohibition or undue delay of publication is inconsistent with these goals.

The Principal Investigator and those conducting research under the Principal Investigator's control or supervision will have the full traditional freedom to publish and present promptly all results of research. Reasonable delays in the publication of research results will be accommodated for consideration of filing patent applications. Typically, the delay will be no more than 30 days; but, in exceptionally complex cases (i.e. multiple laboratories or multi-year projects), delay may be extended by as much as 60 additional days after the reasons are summarized in a formal agreement between the University and the sponsor.

The University does not accept contracts with blanket provisions which preclude the Principal Investigator or the University from performing research for or with others in related areas or otherwise restricts a Principal Investigator's academic freedom.

Responsibility in Research

Since research by its nature is unpredictable and influenced by unknown factors, the University conducts research on a reasonable effort basis and consistent with academic standards of quality.

The Principal Investigator will be responsible and accountable to University officials for the proper conduct of the project, including, for example, compliance with policies and procedures concerning the use of human subjects or animals in research activities, and environmental health and safety.

Should certain University approvals or waivers be required in order to perform the research program (e.g. Institutional Review Board approval), the relevant portion of such research program will not begin until obtained.

Export Control

The University is committed to openly conducting research, subject to confidentiality considerations below, that is not classified nor secret and that falls under the fundamental research exclusion to United States export control laws. Note that export of deemed or actual items may require an export control license even if they are used in conjunction with fundamental research. It is the University's expectation that each party will adhere to all applicable export control laws and regulations and will be responsible for regulating its disclosure of controlled information as necessary.

Scope and Duration of Research Project

The scope of the research project must align with the University's mission. A contract will state clearly the scope and duration of the investigation covered by the research project. At the University, the University's Principal Investigator has full responsibility for, and broad flexibility in, the direction of the research.

Should the sponsor also contemplate part of the research project to be undertaken by a principal investigator employed by or under the control of the sponsor, such activities need to be included in the scope of the research project.

Research Project Staffing and Compensation

All professional and supporting staff will be selected by the University's regular procedures. Compensation and other benefits must be consistent with the University's prevailing standards, independent of the level of funding for the sponsored research project. For the avoidance of doubt, doctoral students at the University are free to choose their research topics in consultation with their faculty advisors. Accordingly, students are never assigned to projects sponsored by industry; their association with such projects must be voluntary, and approved in advance by the Dean of Graduate Studies.

Facilities

The University usually will provide all of the required laboratory and supporting facilities and will retain complete control of them.

Budget

The Principal Investigator on a sponsored research project is responsible for justifying the appropriateness of costs budgeted and charged on that project in accordance with overall government regulations and University policies and guidelines.

The Office of Sponsored Programs Administration (“OSPA”) coordinates budgetary reviews of all elements of formal proposals and awards, and approval of the budget by OSPA is required prior to entering into any industry sponsored research agreement; the agreement will include an estimated budget for each year contemplated by research program. The investigator must work with their lab’s Sponsored Programs Officer to enter proposal information into the University’s proposal management system (RAS-Grants, or the then-current equivalent) and complete the budget process. The budget will encompass all direct operating costs plus the University’s full indirect costs at not less than the rate approved by Federal auditors. The University reserves the right, in multi-year agreements, to account for cost of living increases in salary of individuals staffed to the project, as well as adjustments to the indirect costs as approved by Federal auditors.

The Principal Investigator will have reasonable flexibility for annual re-budgeting between direct cost categories. The sponsor may have reporting requirements regarding the Principal Investigator’s expenditure of funds. The University, through the Principal Investigator, will make reasonable efforts to report, on an annual basis, the actual expenditure.

Liaison and Collaboration with the Sponsor

Should the sponsor desire to send one or more representatives to the University to discuss the research in progress and details of the investigative techniques with the Principal Investigator or those under their direct supervision, the visit must be approved in advance by the Principal Investigator and OTT.

In rare instances, the short term presence of a sponsor employee in the laboratory of the Principal Investigator may be desired by both the Principal Investigator and sponsor, and viewed as beneficial to the research project. Any such arrangement must be negotiated in advance, and subject to University policies, including, without limitation, the sponsor employee’s obligation to assign any and all data, results or patents generated by sponsor’s employee to the University.

Faculty Consulting to Sponsor

The Principal Investigator (and others, as appropriate) may serve as consultant to the sponsor under a separate agreement that is consistent with University’s policy on Conflict of Commitment, provided that financial interests are reported to the University pursuant to the University’s policy on Financial Conflict of Interest.

Patents and Licenses

Subject to prevailing laws and regulations, consistent with the provisions of the University’s Policy on Intellectual Property, by nature of its relationship with the members of the University community, the University retains ownership of intellectual property generated using any funds administered by the University or University facilities.

Prior to a decision whether to file a patent application based on the results of the sponsored research, OTT will endeavor to consult the sponsor.

Sponsored research agreements may grant the sponsor the right to use data, results, and patent rights generated under the research program internal research. The agreement may also offer the sponsor the right to negotiate, at arms-length and at fair market value, a non-exclusive or an exclusive license to commercialize the foregoing. The University expects the sponsor to diligently develop the rights granted

to it by the University. Any commercial grant of rights will require inclusion of terms to protect the University and to ensure appropriate reporting of advancement of the granted rights to sponsor.

Confidential Information

In research projects in which confidential information is provided by the sponsor prior to or during the course of the project, or proprietary material is provided by the sponsor with specific limitations on its use, any such limitations, including on the disposition of that information must be described in writing prior to the time the information is made available and any requirements of confidentiality or other limitations must be documented in the agreement. The sponsor is expected to cooperate with the University at all times in stringently minimizing the amount of any confidential information associated with the sponsored research and ensuring confidential restrictions won't diminish customary scientific reporting and reproducibility of the sponsored research results.

Use of Name

The University must approve in advance any proposed public statement or announcement by the sponsor about the sponsored research being performed at the University and/or by the Principal Investigator.

Authority to enter into industry sponsored research agreements

All research agreements are to be entered into with the University, and signed by individuals authorized to sign at an institutional level, and not by individual Principal Investigators. The University has assigned this signatory responsibility to OTT, and the University does not honor contracts or commitments made on its behalf by unauthorized individuals.

This policy is approved by the Board of Trustees and in effect November 11, 2020, replacing the prior policy of May, 1985 and any subsequent updates to such policy.