Key Contract Positions for Industry Sponsored Research and Specialized Services at Alfred University

Intellectual Property

Alfred University maintains standard positions on title ownership of intellectual property. Title to any IP developed solely by the sponsor in the performance of a research project will be owned by the sponsor, and title to any IP developed by both sponsor and university employees will be jointly owned by the University and the Sponsor.

For IP created solely by university employees during the performance of a research project, the university does not relinquish ownership of or assign away its rights to such IP*, however, the University has developed license options to streamline contract negotiations and remove downstream uncertainty for industry sponsors. The sponsor is automatically granted a fully paid-up, non-exclusive, non-transferable, royalty-free license for the sponsor’s own internal, research, and development purposes. In addition, the sponsor will have the option to negotiate an exclusive commercial license on such IP.

* Specialized Service Contract Exemption: Alfred University acknowledges that special provisions will apply for Specialized Service Contracts. For these agreements, which may be used when Alfred University is using its unique capabilities to provide services (e.g., the University is performing testing of sponsor materials at University-approved rates or University makes available for sponsor’s use unique facilities or equipment), the sponsor typically owns the data and results of such services.

Publication

A primary responsibility of an institution of higher education is the development, cultivation, and dissemination of new knowledge resulting from its research programs. In accordance with this responsibility, any Alfred University personnel engaged in the performance of a research project will have the right to present or publish the results of the project. The University acknowledges the need for a sponsor to preserve intellectual property rights and protect its proprietary information and provides a 30 day period for review to allow for the protection of the sponsor’s proprietary, confidential, or patentable information.

As a general rule, Alfred University does not allow proprietary research to be carried out under university auspices. Proprietary research is broadly defined as research about which any of the following aspects are kept secret for an indefinite period, with control of their release or publication exercised by an agency other than the university:

- The purpose of the research  
- The name of the investigator(s)  
- The amount or the source of funds  
- The university facilities used  
- The research procedures  
- The results of the research
**Use of Names**

Alfred University allows the use of its name or the names of its employees in any press releases, advertising, or promotional materials only with prior written authorization of an authorized signatory for the University. The authorized signatory for industry sponsored research is the Vice President of Business and Finance.

**Warranty/Guarantee**

The work performed by Alfred University on organized research projects is experimental in nature. It is the University’s policy not to make any warranties or guarantees regarding the results of a research project. The University also does not warrant or guarantee an anticipated outcome of a research project, but does represent that it will use reasonable efforts to perform a research project in accordance with a statement of work and within the estimated budget.

**Insurance**

Alfred University represents that it carries adequate liability insurance with protection applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person.

**Indemnification**

*University indemnifying Sponsor:*

Alfred University cannot indemnify, defend, or hold harmless other parties. The University is not attempting to avoid liability for its wrongdoing and is not asserting that it cannot be held liable for injury or damages it causes.

*Sponsor indemnifying University:*

Alfred University requires that outside parties indemnify the University in industry sponsored research agreements. This is required in order to protect the University and its public services. Standard contract provision:

Sponsor agrees to indemnify, defend and hold harmless University, its officers, employees and agents from any and all liabilities, costs or expenses, which they may incur as the result of claims, demands, costs, or judgments against them arising out of the activities to be carried out pursuant to a Specialized Service Task Order or by reason of Sponsor’s use of the results of the research in a Research Task Order; provided, however, that no such obligation shall exist to the extent that any such liability, loss, or damage results from the negligent acts or omissions of University officers, employees or agents acting within the scope of their employment by University.
**Dispute Resolution**

Alfred University does not waive its right to litigation. The University does not commit to binding arbitration; however, the University may agree to non-binding mediation.

**Governing Law**

Alfred University generally does not enter into industry sponsored research agreements that are governed by the laws of another state or country.

**Termination**

Sponsored research agreements typically allow either party to terminate with written notice to the other party. If the sponsor terminates for its convenience, sponsor pays all costs incurred by University as of the date of termination and any non-cancelable obligations, including any obligations for postdoctoral associates or graduate student stipends, which shall be dismissed no sooner than the end of the University’s academic year during which termination occurs.