Industry Sponsored Research – Fundamental Principles

This document briefly describes fundamental principles related to conducting research with Penn State.*

Publication Rights
As a state-related land grant institution of higher education, Penn State must retain the right to publish its research results to fulfill the primary obligation of the University to advance knowledge for the benefit of society. The Sponsor will be given the opportunity to review and comment on all proposed publications or presentations prior to their release and to request the removal of any Sponsor-provided confidential information. Publications and presentations can be delayed if the Sponsor decides that a patent application should be filed. (Penn State only accepts publication restrictions on classified research and research subject to export control restrictions.)

Intellectual Property
In the case of Federal flow-through funds, Penn State retains ownership of patent rights, as required by federal law. In the case of direct Industry Sponsored research funds, Penn State will agree to assign ownership of patent rights to its Industry Sponsors, as long as all project personnel agree to such an assignment. This decision is made up front, so Penn State and the Sponsor always know whether the Sponsor can take ownership of the resultant patent rights. In those cases where Penn State retains ownership of patent rights, Sponsors have the option to negotiate a license for the patent rights. Such a license may be exclusive or non-exclusive depending upon the situation.

Confidentiality
Penn State will accept the Sponsor’s confidential information, but not its trade secrets. Penn State requires confidential information to be marked “Confidential” or oral communications to be subsequently reduced to writing as confidential. The standard period of protection for confidential information is up to 5 years. On rare occasions Penn State may accept longer periods of protection, subject to additional justification and approval.

Warranty/Liability
The University does not provide any warranties for its research results. As a non-profit educational institution the University is not able to accept liability for a Sponsor’s use of the research results and requires the Sponsor to indemnify the University for liability related to the Sponsor’s use, reliance on and/or commercialization of any deliverables, including claims for infringement (excluding instances where the University knowingly infringes). The University does not conduct any freedom to operate analyses or determine if any of the research infringes third party rights; therefore, these responsibilities lie with the Sponsor.

* This document is intended to serve as a brief overview, not a comprehensive guide.