



OFFICE OF THE PROVOST AND
EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS

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CHANCELLORS
EXECUTIVE VICE CHANCELLORS AND PROVOSTS
VICE CHANCELLORS FOR RESEARCH

Dear Colleagues,

Enclosed is a new set of Guidelines for implementing the University's "Principles Regarding Rights to Future Research Results" policy (the "Principles Policy") issued by President Atkinson on August 26, 1999. The Principles Policy provides the basic framework for addressing rights to future University research results in agreements with external parties. Given the increasingly complex treatment of research results in sponsored research and other agreements, the new Guidelines are intended to provide additional guidance that may be useful in developing, negotiating, and executing agreements covering a broad range of rights to University research results. The Guidelines are designed to help campus administrators tailor agreements to address the needs of each externally-supported project or program.

The Guidelines contain updated guidance that more accurately reflects current University practices for areas formerly addressed in the "Guidelines on University-Industry Relations" policy, which was rescinded last year, and the even more outdated "Summary of Sponsor Support and Patent Privileges" (which we intend to rescind in the near future, after appropriate consultation with stakeholders).

The new Guidelines were developed in consultation with a number of UC stakeholders, including but not limited to Vice Chancellors for Research, Technology Transfer Advisory Committee, Academic Senate, Office of General Counsel, campus Contracts & Grants leadership, and campus Technology Transfer leadership. We greatly appreciate their contributions.

Please share these Guidelines widely on your campus and refer to them as you develop, negotiate, and execute agreements addressing rights to University research results. Any questions about the new Guidelines should be directed to Executive Director – Research Policy Analysis & Coordination, Wendy Streit, at wendy.streit@ucop.edu.

Cordially,

Aimée Dorr, Provost
Executive Vice President for Academic Affairs

Enclosure

cc: Academic Senate Chair Gilly
Academic Senate Vice Chair Hare
Interim Vice President Tucker
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GUIDELINES FOR THE UNIVERSITY’S “PRINCIPLES REGARDING FUTURE RESEARCH RESULTS”

INTRODUCTION

On August 26, 1999, President Atkinson issued the “Principles Regarding Rights to Future Research Results in University Agreements with External Parties”¹ (“Principles”). The Principles policy was developed in response to recommendations made by administrators, faculty and industry representatives who attended the President's Retreat on University Relationships with Industry in Research and Technology Transfer in 1997².ⁱ

The Principles set forth eight fundamental University doctrines regarding rights and obligations associated with research results arising from the University’s research relationships with external parties. It also provides the basic framework for moving toward greater flexibility in the local administration of agreements governing research results. These core Principles provide direction for the growing number of complex research relationships with external parties while allowing the University to maintain systemwide consistency in the application of its policies related to the treatment of research results, which include but are not limited to scientific data, tangible research products such as chemical and biological materials, and any resulting intellectual property assets (patentable inventions and copyrightable works of authorship).

Although the Principles were initiated as a result of discussions about relationships with industry, the Principles are universal and apply to University research-related agreementsⁱⁱ (see Endnote for a more detailed description) with all external parties, including the Federal government, nonprofits, and other non-commercial sponsors. While the Principles provide the basic framework – applied either on an individual or collective basis – for the consideration of rights to future University research results in agreements with external parties, these Guidelines are intended to provide additional guidance that may be useful in the development, negotiation, and execution of agreements covering a broad range of rights to University research results, tailored to the individual circumstances of each externally-supported project or program.

PRINCIPLES-BASED GUIDELINES

¹ See <http://policy.ucop.edu/doc/2500487/PrinciplesRegardingResearchResults>

² See <http://www.ucop.edu/ott/retreat/tabofcon.html> for additional information

Principle #1: Open Dissemination of Research Results and Information

Agreements with external parties shall not abridge the ability of University researchers to disseminate their research methods and results in a timely manner. The most fundamental tenet of the University is the freedom to interpret and publish or otherwise disseminate research results in order to support the transfer of knowledge to others and maintain an open academic environment that fosters intellectual creativity.

Guideline: Provisions in agreements with external parties must preserve the University’s ability to freely exchange ideas with scientific colleagues both in academia and industry for the continued success of the University’s education mission, the advancement of scientific knowledge, and the public good. Agreement provisions that inappropriately limit or restrict the University’s ability to do so compromise the University’s fundamental tenet of the open dissemination of its research results for the public benefit.

All University research activities, including sponsored research, are governed by the academic tradition, including the free exchange of ideas and timely dissemination of research results. The University is committed to an open teaching and research environment in which ideas can be exchanged freely among faculty, students, and peers within the University and the academic community for the purpose of sharing newly acquired knowledge and validating scientific findings. Such an environment contributes to the progress of teaching and research in all disciplines and supports the University’s mission of education, research, and public service.

A research investigator’s right to disseminate research results is an essential part of academic freedom. Under the Faculty Code of Conduct³, a faculty member “...accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge...”. The exercise of this self-discipline and judgment, not external factors, should determine the content and timing of the publication of University-generated research results. However, the freedom to publish is not an obligation to publish. While a researcher may independently exercise the right not to publish the results of his/her research, the University cannot contractually accept such obligations by including publication restrictive language in agreements with third parties. The inclusion of such language directly conflicts with this independent choice and with this Principle.

Accordingly, freedom to publish and otherwise disseminate research results is a major criterion of the appropriateness of any research project. University policy precludes giving external parties the right to make final decisions about what may or may not be published or openly shared with

³ *The Faculty Code of Conduct*, APM-015 (<http://www.ucop.edu/acadpersonnel/apm/apm-015.pdf>)

others. Agreement provisions that designate University research results as proprietary or confidential information or require an external party's permission to publish are in direct conflict with this Principle and are unacceptable. Under University policy, a sponsor of research may seek a short delay (normally no more than 60 to 90 days) in order to review publications for disclosure of its proprietary information or to allow for the filing of a patent application to protect a potentially patentable invention. Chancellors and Vice Presidents, in their areas of responsibility, may make exceptions to this policy under a few limited conditions as outlined in full in the University's Contract and Grant Manual⁴.

Additional Resources

- State of California Senate Concurrent Resolution No. 66, Postsecondary education: academic research: "gag clauses." September 11, 1996
(http://www.leginfo.ca.gov/pub/95-96/bill/sen/sb_0051-0100/scr_66_bill_960911_chaptered.pdf)
- *Academic Freedom*; University of California Academic Personnel Manual, APM-010
(<http://www.ucop.edu/acadadv/acadpers/apm/apm-010.pdf>)
- *Academic Senate Resolution on Freedom to Publish Research Results*; May 22, 1962

Principle #2: Commitment to Students

Agreements for research relationships with external parties shall respect the University's primary commitment to the education of its students.

Guideline: Agreements with external parties that involve student participation in a University research activity should safeguard a student's ability to participate in research-related activities, projects and programs, as well as to use and openly present the results of their research as required for the successful completion of their education, including finishing a course, a thesis or dissertation, or engaging in post-graduate research activities.

"Students' access to University research-related activities, projects and programs and their freedom of inquiry while conducting research may not be abridged by decisions contrary to accepted scholarly and professional standards or University policies. Students are entitled to the protection of their intellectual rights, including recognition of their participation in supervised research and their research with faculty, consistent with generally accepted standards of

⁴ See *Publication Policy and Guidelines on Rights to Results of Extramural Projects or Programs*, Contract and Grant Manual, Chapter 1-400 (revised June 2011) (<http://www.ucop.edu/research-policy-analysis-coordination/resources-tools/contract-and-grant-manual/chapter1/chapter-1-400.html>).

attribution and acknowledgement in collaborative settings.”⁵ It is the University’s duty to preserve such interests of students in its agreements with external parties.

In general, all student research-related activities at the University, whether in the context of completing academic coursework and related activities or participating in a research project with a faculty advisor, are considered to be an integral part of their academic work. Irrespective of the funding source that supports such research activities, the University must preserve a student’s ability to openly present the results of their research as may be required by their academic program objectives, including as part of a thesis or dissertation⁶. In addition, the University must preserve a student’s ability to present and continue to use the results of their research in a timely manner and in the search for employment or post-graduate education opportunities. Accordingly, the University must not enter into sponsored research agreements that would prevent participating students from publishing and getting credit for their work. It is the faculty advisor’s obligation⁷ never to put students in a position in which the student must choose between work appropriate to their research interests and the freedom to publish and discuss that work. These protections should apply to all student research activities performed within the academic framework of the University regardless of the location in which the research is performed.

Furthermore, the University must preserve the ability of all students to choose and participate in research topics for educational reasons and to publish without being unduly influenced by the needs of external parties.

Additional Resources

- *Academic Freedom*; University of California Academic Personnel Manual, APM-010 (<http://www.ucop.edu/acadadv/acadpers/apm/apm-010.pdf>)
- *The Faculty Code of Conduct*, APM-015, Section II.A (<http://www.ucop.edu/acadpersonnel/apm/apm-015.pdf>)
- University of California Patent Program; Business & Finance Bulletin G-40, August 1, 1994, especially Section VI.A.1., Students (<http://policy.ucop.edu/doc/3420363/BFB-G-40>)

⁵ *Academic Freedom*; University of California Academic Personnel Manual, APM-010 (<http://www.ucop.edu/acadadv/acadpers/apm/apm-010.pdf>)

⁶ Many research projects may be subject to other University policies, such as the Patent Policy (<http://policy.ucop.edu/doc/2500493/PatentPolicy>) or the Copyright Ownership Policy (<http://policy.ucop.edu/doc/2100003/CopyrightOwnership>)

⁷ *Faculty Code of Conduct*; University of California Academic Personnel Manual, APM-015, Section II.A

Principle #3: Accessibility for Research Purposes

Agreements with external parties must preserve the ability of University researchers to utilize the results of their research to perform future research.

Guideline: Provisions in agreements with external parties must preserve the University's unfettered ability to pursue the continued use of the research results into the future and freely share and distribute University-developed research tools⁸ and results within the academic, scientific, and non-profit communities.

The University encourages a broad spectrum of research and creative activity of the highest possible quality, from basic to applied, across the full range of academic and scientific research disciplines. The University's commitment stems from its obligation as a public educational institution to advance knowledge, to educate students, and to serve the economic and cultural needs of society. In meeting these commitments, the University must ensure that agreements with external parties do not restrict the ability of the University and its researchers to continue to use University-generated research results, data, University developed intellectual property and tangible research products (e.g., biological materials, compounds, cell lines, software, etc.) – collectively called TRPs – in the pursuit of i) continuing research at the University, ii) collaborations with scientists at other academic and non-profit institutions, or iii) future sponsored research projects. In particular, research-related agreements with the University should not inhibit the University's ability to pursue future research sponsorship opportunities with for-profit entities (beyond the University's confidentiality and licensing rights obligations incurred under such research-related agreements).

The University also has a commitment to make the results of its research widely available for the public benefit through publication, open distribution of TRPs for verification and use in ongoing research, and a reserved right in licenses of University intellectual property for other non-profit research institutions to practice such intellectual property for research and educational purposes. The University seeks to foster open inquiry beyond the interests of any one research partner, particularly where any resulting intellectual property asset or TRP is a unique research tool. As a result, the promise of exclusive rights to unpatentable University research results or TRPs to an external party should generally be avoided as it can effectively restrict the University's future ability to foster the open dissemination and distribution of its research results and TRPs, as well as potentially compromise future research collaborations with other academic colleagues. Any campus election to pursue the grant of exclusive rights to unpatentable University research results or TRPs to an external party should be consistent with the Principles and the University

⁸ The term "research tools" as defined by the NIH is used in its broadest sense to embrace the full range of tools that scientists use in the laboratory, including cell lines, monoclonal antibodies, reagents, animal models, growth factors, combinatorial chemistry and DNA libraries, clones and cloning tools (such as PCR), methods, laboratory equipment and machines. Databases and materials subject to copyright, such as software, may also be considered research tools depending upon the context.

Licensing Guidelines (http://www.ucop.edu/research-policy-analysis-coordination/files/licensing_guidelines_2012.pdf).

Additional Resources

- *In the Public Interest: Nine Points to Consider in Licensing University Technology*; March 6, 2006 (http://www.autm.net/Nine_Points_to_Consider1.htm)
- *Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research*; The National Institutes of Health, December 23, 1999 (http://grants.nih.gov/grants/intell-property_64FR72090.pdf)

Principle #4: Public Benefit

Agreements with external parties shall support the ability of the University to make available for the public benefit in a diligent and timely manner any resulting innovations and works of authorship.

Guideline: In its agreements with external parties, the University should not accept provisions that impede public access to University-generated innovations, creative works of authorship or TRPs, or delay or prevent the timely and meaningful transfer of the same to qualified entities for development into commercial products or services that benefit the public.

As a publicly funded state university, the University of California is responsible for prudently managing and protecting public assets entrusted to its care. The University best serves the public interest by ensuring that its innovations are made available for the public's benefit in a timely manner through the dissemination of research results and the translation of scientific discoveries into practical knowledge and technological innovations that benefit the public. This is best accomplished by ensuring that University agreements with external parties contain elements that address the University's public service mission as appropriate, such as with the inclusion of provisions that:

- i) Require the diligent development and marketing of commercial products based on University technology and research results, particularly when an external party retains exclusive rights to such outputs of University research;
- ii) Preserve the University's ability to openly share and distribute the results of its research activities with other academic institutions and non-profit organizations;

- iii) Clearly and narrowly define University tangible research products when included in a license agreement with external parties; and
- iv) Limit an external party's licensing rights to existing University technology or materials and exclude any rights, including pre-publications review rights, to future University research results.

Additional Resources

- *The Bayh-Dole Act: A Guide to the Law and Implementing Regulation*; COGR publication, October 1999 (<http://www.cogr.edu/viewDoc.cfm?DocID=151744>)
- *Policy on Enhancing Public Access to Archived Publications Resulting From NIH-Funded Research*; The National Institutes of Health, January 2008 (<http://publicaccess.nih.gov/policy.htm>)
- *In the Public Interest: Nine Points to Consider in Licensing University Technology*; March 6, 2006 (http://www.autm.net/Nine_Points_to_Consider1.htm)

Principle #5: Informed Participation

All individuals involved in research governed by a University agreement with an external party shall have the right and responsibility to understand the rights and obligations related to future research results embodied within the agreement.

Guideline: If an agreement contractually commits the University to a non-standard arrangement regarding the treatment of the University's research results, the campus accepting the agreement is responsible for implementing adequate plans and procedures to inform affected University participants of the potential impact this arrangement may have on their interests, expectations, and their rights to such future research results, as well as any ongoing obligations assumed by the participants under the arrangement. This applies not only to the principal investigator(s), but also to any participants, including research staff and students and, when applicable, any senior management official (department chair, research unit director, dean, vice chancellor, etc.).

A major responsibility of the University is to protect and support the faculty in its teaching, learning, research, and public service activities. Towards this end, the University's policies, guidelines and practices establish a standard baseline practice that guides its contractual interactions with external parties. This also sets a baseline level of expectations on the part of faculty and staff as to their rights, benefits, and obligations associated with their participation in such University activities. For example, in accordance with the University's Patent Policy, a

University researcher has certain rights to licensing income generated by the University in its licensing of any future inventions created by the researcher under a sponsored research project.

If the University accepts language in an agreement with an external party that is inconsistent with University policies and standard practices, the terms of the agreement may deviate from faculty and staff expectations. As such, individuals involved in a research activity governed by such an agreement should be informed of any non-standard provisions prior to their participation in any activities covered under that agreement and have the option to elect not to participate in any such activities.

Principle #6: Legal Integrity and Consistency

Commitments concerning future research results made in agreements with external parties shall be consistent with all applicable laws and regulations and the University's contractual obligations to others.

Guideline: The obligations associated with research results under an agreement with an external party should not conflict with obligations to past, current, or future supporters of research (including Federal Government rights and obligations of the University under federal grants and awards), material providers, third-party collaborators, and licensees of University innovations, nor with any relevant laws or regulations.

The Regents of the University of California is a corporation established under the Constitution of the State of California and charged with the duty under Section 9 of Article IX of the Constitution of the State of California to administer the University as a public trust. Awards of funds for sponsored projects or programs are awards to The Regents and commitments made under such awards are commitments of The Regents. The Regents are responsible for the discharge of commitments made in their name by the acceptance of grants and the execution of contracts. It is the responsibility of all University employees who have delegated authority to sign agreements on behalf of the University to ensure that the University can meet its obligations under such agreements and to avoid provisions that potentially conflict with other third party obligations assumed by the University.

When the University agrees to conduct research projects under agreements with external parties, the University assumes certain legal obligations to the sponsor (including the Federal Government) through the terms of the funding agreement, including in the area of intellectual property rights. For example, if there is more than one sponsor or collaborator for a particular research project, the University will likely have legal obligations to multiple external parties which must be accommodated. If the Federal Government is supporting a portion of the

research project, the University will have overriding intellectual property obligations to the Federal Government.

It is the responsibility of the negotiating University official to exercise appropriate care when reviewing and analyzing the facts and circumstances of every proposed agreement associated with a research project to avoid conflicting obligations with other parties, now and in the future, and to protect the interests of the University and its researchers. Third party rights to University research results, innovations, and materials should be limited to only those rights owned by the University (e.g., inventions assigned to the University, University's interest in a jointly held patent, certain works of authorship under the University's Policy on Copyright Ownership⁹, etc.).

Indicators of possible situations related to contractual obligations involving University research results that may result in conflicting obligations to more than one external party may include, but are not limited to, the following:

- Multiple sponsors for a single research project
- Unfunded collaborations that utilize third party materials or third party funding
- Sponsor or material-provider rights to research results created outside the scope of work for the project
- Use of third party materials under a sponsored research project
- Multiple sponsored projects with similar scopes of work
- Use of existing tangible research products, materials, or intellectual property in a proposed sponsored research project
- Any contractual provisions that transfer title to records of University research or title to inventions, patents, copyright rights, or tangible research products (including other forms of intellectual property)^{10, 11} for new innovations first created at the University without an authorized exception to the relevant University policy.

Additional Resources

• *Legal Authorities and Principles*; Contract & Grant Manual, Chapter 13 (<http://www.ucop.edu/research-policy-analysis-coordination/resources-tools/contract-and-grant-manual/chapter13/index.html>)

⁹ *University of California Policy on Copyright Ownership* (<http://policy.ucop.edu/doc/2100003/CopyrightOwnership>)

¹⁰ "Other forms of intellectual property including tangible research products such as cell lines, plasmids, technical schematics, and physical models are also governed by University policy. Ownership is generally with the University. For further information, consult the systemwide Office of Technology Transfer or the campus licensing office." *University of California Faculty Handbook*, October 1995 (<http://www.ucop.edu/academic-personnel/programs-and-initiatives/faculty-resources-advancement/faculty-handbook-sections/research.html>)

¹¹ *University of California Regulation 4, Special Services to Individuals and Organizations*; University of California Academic Personnel Manual, APM- 020 (<http://www.ucop.edu/academic-personnel/files/apm/apm-020.pdf>)

Principle #7: Fair Consideration for University Research Results

Agreements with external parties shall provide fair consideration to the University and the general public for granting commercial access to future University research results.

Guideline: Any determination of fair consideration should be based upon an equitable exchange of value between the parties based upon the specific facts and circumstances of the arrangement, as well as applicable University and local campus policies and procedures.

The University, as a public trust, has a responsibility to prudently manage its assets. As a result, the University has an obligation to receive fair consideration in exchange for the commercial use of such assets. One outcome of this is that obligations to a research sponsor for exclusive commercial rights to such assets should be limited to those situations where a sponsor pays the full indirect costs of the sponsored project.¹² In general, a determination of commercial value cannot be set until such time as a tangible asset (e.g., invention disclosure, biological material, etc.) exists and a comparable market value can be established. While a monetary form of financial consideration is the traditional vehicle used in such arrangements, other forms of consideration, including non-monetary or access rights, may also be considered by a campus as an alternative option. Any such non-monetary compensation should provide a *reasonable* quid-pro-quo exchange of value back to the University with an acknowledgement of the inherent risks associated with determining the present value of any undefined future benefits included as part of the compensation to the University. The amount and form of fair consideration is unique to each situation and is a business decision to be made by the appropriate campus authority. It is important to emphasize that the rationale used by the campus in determining the appropriate form and level of fair consideration for each arrangement with an external party should be documented in the appropriate University files.

Additional Resources

- *University Licensing Guidelines*; RPAC Operating Guidance Memo 12-02, February 13, 2012 (<http://www.ucop.edu/raohome/cgmemos/12-02.pdf>)
- *The Tax Reform Act of 1986* (Updated OTT Guidance); OTT Operating Guidance Memo 00-01, May 24, 2000 (<http://patron.ucop.edu/ottmemos/docs/ott00-01.html>)
- *Non-Exclusive Royalty-Free Invention Rights (NERF) Pilot Program*; OTT Operating Guidance Memo 0-06, September 9, 2008 (<http://patron.ucop.edu/ottmemos/docs/ott08-06.pdf>)

¹² The Regents of the University of California Standing Order 100.4(m), Duties of the President of the University (<http://regents.universityofcalifornia.edu/bylaws/so1004.html>)

- *Guidelines on Accepting and Managing Equity When Licensing University Technology*; Business & Finance Bulletin G-44, February 15, 2002 (<http://policy.ucop.edu/doc/2520490/BFB-G-44>)

Principle #8: Objective Decision-Making

When establishing or conducting University relationships with external parties, decisions made about rights to future research results shall be based upon legitimate institutional academic and business considerations and not upon matters related to the personal financial gain of any individual.

Guideline: A University employee should not participate or engage in, influence or make a University decision in which there is a real or apparent conflict of interest between their official activities, responsibilities and/or duties and any other external interest or obligation they may have.

University employees are expected to perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of persons who have supported them. President Saxon, in his June 23, 1980 memorandum to Chancellors and Laboratory Directors¹³, stated that the University's overall policy on conflict of interest is that "none of its faculty, staff, managers, or officials shall engage in any activities which place them in a conflict of interest between their official activities and any other interest or obligation." A conflict of interest is a situation in which an employee has the opportunity to influence a University decision that could lead to financial or other personal advantage, or that involves other conflicting official obligations.

The University has issued a variety of specialized policies and guidelines that reflect the compliance requirements of The State of California Political Reform Act of 1974 in recognition of the need for further guidance in this and in related areas of ethical standards and codes of conduct.

Additional Resources

- *Conflict of Commitment and Outside Activities of Faculty Members*; University of California Academic Personnel Manual, APM-025 (<http://www.ucop.edu/acadpersonnel/apm/apm-025-07-01.pdf>)
- *Disclosure of Financial Interest in Private Sponsors of Research*; University of California Academic Personnel Manual, APM-028, revised April 26, 1984, with technical updates made on April 29, 2010 (<http://www.ucop.edu/acadpersonnel/apm/apm-028.pdf>)

¹³ <http://policy.ucop.edu/doc/4000372/EmployeeCOI>

- *Managing Potential Conflicts of Interest in Licensing under the California Political Reform Act*; OTT Operating Guidance Memo 01-02, Supplement 1, October 11, 2001 (<http://patron.ucop.edu/ottmemos/docs/ott01-02z.html>)
- *Compendium of Specialized University Policies, Guidelines and Regulations Related to Conflict of Interest*; Business and Finance Bulletin G-39, February 24, 2010 (<http://policy.ucop.edu/doc/1220367/BFB-G-39>)
- *Guidance for Faculty and Other Academic Employees on Issues Related to Intellectual Property and Consulting*; OTT Operating Guidance Memo 03-02, April 2, 2003 (<http://patron.ucop.edu/ottmemos/docs/ott03-02.pdf>)
- *University Licensing Guidelines*; RPAC Operating Guidance Memo 12-02, February 13, 2012 (<http://www.ucop.edu/raohome/cgmemos/12-02.pdf>)
- *State of California Political Reform Act of 1974*; (<http://www.fppc.ca.gov/index.php?id=51>)
- *University of California Conflict of Interest Code*; Office of General Counsel (<http://www.ucop.edu/general-counsel/files/coi/documents/text.pdf>)

ENDNOTES

ⁱ The Principles were originally formulated by a working group assigned by the systemwide Technology Transfer Advisory Committee (TTAC) that included representatives of Business and Finance and Academic Affairs in the Office of the President, and the Academic Senate. From those beginnings, the Principles underwent multiple rounds of extensive review by the campuses, Laboratories, Senate, the Council on Research, the Council of Vice Chancellors for Research, and the full TTAC.

ⁱⁱ The Principles apply to all forms of University relationships with extramural research partners, including, but not limited to, traditional sponsored research arrangements; collaborations and consortia among university, industry and governmental participants; transfers of research materials, both into and out of the University; licensing of University innovations; exchanges of scientific personnel; and other arrangements that generate research results. The Principles are not limited to agreements related to patents, but apply to all forms of research results, including inventions, patents, copyrights, tangible property, and data generated by University employees or through the use of University facilities or funds under the University's research relationships with extramural partners. The Principles apply to agreements whether or not they are administratively classified and managed within the University's contract and grant, licensing, procurement, sales and services, or other organizational structures.