

Item 4.

Using the Checklists

Using This Checklist

The purpose of this checklist is to help you analyze Sponsor-offered clauses in order to determine what editing they require to bring them into conformance with the Regents' Rules regarding intellectual property. If you have not yet offered the Sponsor a standard agreement, or if that is not acceptable to the Sponsor, our standard clauses as substitutes for particular Sponsor-offered clauses, you should do that first before attempting to edit Sponsor-offered clauses.

Each section below summarizes the important features or concepts to look for (or in some cases, to **avoid**) as you analyze a contract clause that is not one of our standards or otherwise already approved. Review each section to determine whether the clause you are analyzing conforms with our requirements. If you note a discrepancy, refer to the hyperlinked clauses for help. If there are numerous problems with a clause, try to substitute one of our standards rather than attempt extensive editing.

Publication

Please see our Publication Checklist Interactive Form for assistance in the analysis of publication clauses offered by Sponsors.

Confidentiality

Please see our Confidentiality Checklist Interactive Form for assistance in the analysis of confidentiality clauses offered by Sponsors.

Intellectual Property

Please see our Intellectual Property Checklist Interactive Form for assistance in the analysis of intellectual property clauses offered by Sponsors.

Indemnification

Please see our [Indemnification Checklist Interactive Form](#) for assistance in the analysis of indemnification clauses offered by Sponsors.

Third Party Agreements

As with all Agreements, Check the Parties

- Principal Investigator is not a party - signs as Read and Understood.
- Obligations throughout are Institution's, not Principal Investigator's (for the most part - a few exceptions are okay).
- CRO contracts do not usually have Sponsor as a party.

Indemnification

- Separate Sponsor-signed indemnification letter (when Sponsor is not a party) or
- Contract Research Organization ("CRO") signs agreement containing Indemnification; you must have a separate Sponsor-signed letter of agency in file (indicating that the CRO has the authority to bind the Sponsor).

Universal with the Sponsor

- If yes, use intellectual property, indemnification, confidentiality and publishing provisions from the Universal.
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Database License Agreements

Please see our [Database License Checklist Interactive Form](#) for assistance in the analysis of database license terms and conditions.

Cross-Referencing the Right to Publish

[Generally, it is best if the results of the Study are not included in what is defined or referred to as confidential information. If Sponsor-offered clauses contain language that produces such a result, **edit such clauses to delete references to the results of the Study**. If Sponsor insists that the results of the Study be considered confidential information or that Sponsor will own the study data, you should insert a cross-reference to our right to publish: "**Subject to Institution's right to publish the results of the Study as set forth in Section __, . . .**"]

If Sponsor Considers Data or Results To Be Confidential

Information

Institution shall not disclose or use for any purpose other than performance of the Study any and all trade secrets, privileged records or other confidential or proprietary information disclosed to **or**, *subject to the right of Institution to publish the results of the Study, as set forth in Section ___ above*, developed by the Institution pursuant to this Agreement ("Confidential Information") ...

If Sponsor Wants to Own Data

Written summaries of all data from the Study will be transmitted to Sponsor as generated and promptly at the completion of the program in a final written report. Sponsor owns these data, *subject to the right of Institution to publish the results of the study, as set forth in Section ___ above*, and may use the information generated hereunder for its business goals; for example, in support of the prosecution of Sponsor patent applications and in support and any IND and NDA.

[Intellectual Property Section Homepage | Standard Agreements](#)
[Material Transfer Agreements Checklist](#)

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University of Texas System Office of General Counsel
Comments to gharper@utsystem.edu
