

Item 6.

**Publication and Confidentiality -
Sample Paragraphs/
Provisions**

1. PUBLICATION AND CONFIDENTIALITY

[This is a short form provision.]

1.1 The parties reserve the right to publish or otherwise make public the data resulting from the Study. The party wishing to publish or make public shall submit any such manuscript or release to the other party for comment prior to publication or release.

1.2 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.

2. PUBLICITY

[This provision should be added to any agreement in lieu of the typical one-way restriction on our making reference to Sponsor.]

Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Open Records Act or other law or regulation. University, however, shall have the right to acknowledge Sponsor's support of the investigations under this Agreement in scientific or academic publications and other scientific or academic communications, without Sponsor's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

3. PUBLICATION AND ACADEMIC RIGHTS

[This and the next several provisions are moderately detailed.]

3.1 University and Principal Investigator have the right to publish or otherwise publicly disclose information gained in the course of this Agreement. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, University will submit any

prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether it desires University to file patent applications on any inventions contained in the materials; and, if University agrees to do so, University will proceed to file a patent application in due course. University shall have the final authority to determine the scope and content of any publications.

3.2 It is understood that the University investigators may discuss the research being performed under this Agreement with other investigators but shall not reveal information which is Sponsor's Confidential Information under Article .

4. PUBLICATION

Subject to the provisions of Section , University shall have the right at its discretion to release information or to publish any material resulting from the Research. University will furnish Sponsor with a draft copy of any proposed publication thirty (30) days in advance of proposed publication date. Sponsor agrees to limit circulation and use of such materials to internal distributions within Sponsor and agrees that such distribution will be solely for the purposes of review and comment unless otherwise agreed in writing by University. Sponsor may request University to delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any Inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis or dissertation. University shall give Sponsor the option of being acknowledged in such publication for its sponsorship of the Research.

5. PUBLICATION

University reserves the right to publish the results of the Study. University will, however, notify Sponsor and will submit a draft of the manuscript to Sponsor for comments at least thirty (30) days prior to submission for publication or oral presentation. Sponsor shall notify University in writing within thirty (30) days of receipt of such draft whether such draft contains information deemed to be confidential under the provisions of Section , or information that if published within thirty (30) days would have an adverse effect on a patent application in which Sponsor owns full or part interest, or intends to obtain an interest from University pursuant to this Agreement. In the latter case Sponsor has the right to request a delay and University agrees to delay said publication for a period not exceeding ninety (90) days. In any such notification, Sponsor shall indicate with specificity to what manner and degree University may disclose said information. University shall have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard for the commercial interests of Sponsor. It is the intent of the parties that no publication will contain any of confidential information disclosed by Sponsor without Sponsor's prior written permission. Information related to Sponsor's experimental drugs will not be transmitted to nonscientific journals, newspapers, radio or television without Sponsor's written consent.

6. PUBLICATION

[This provision includes an optional reference to the right to publish separate data if multi-site publications are not published within eighteen (18) months of the completion of the study.]

6.1 Institution reserves the right to publish the results of the Study, with due regard to the protection of Sponsor's confidential information. Institution will submit the manuscript of any proposed publication to Sponsor at least thirty (30) days before publication, and Sponsor shall have the right to review and comment upon the publication in order to protect Sponsor's confidential information. Upon Sponsor's request, publication will be delayed up to sixty (60) additional days to enable Sponsor to secure adequate intellectual property protection of property of Sponsor that would be affected by said publication.

[Insert the following paragraph only if the study is part of a multi-site clinical investigation.]

Institution acknowledges that the Study is part of a multi-center study, and that an independent, joint publication is anticipated to be authored by investigators in the multi-center study, including Institution's investigator. Therefore, Institution agrees not to independently publish the results of the Study before the publication of the multi-investigator paper; but in no event shall Institution be so restricted after the expiration of eighteen (18) months from completion of Institution's performance of the Study.

7. PUBLICITY

Institution acknowledges Sponsor's intention to distribute periodically information releases and announcements to the news media regarding the progress or research hereunder. Sponsor shall not release such materials containing the name of Institution or any of its employees without prior written approval by an authorized representative of Institution. Should Institution reject the news release, Institution and Sponsor agree to discuss the reasons for Institution's rejection, and every effort shall be made to develop an appropriate informational news release within the bounds of accepted academic practices. Sponsor reserves the same right in the event that Institution desires to distribute a news release concerning the research program. Nothing herein shall be construed as prohibiting Institution or Sponsor from reporting on this study to a governmental agency or otherwise identifying the study as required by law.

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University of Texas System Office of General Counsel

*Comments to gharper@utsystem.edu
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