

Collaborative Research Agreement

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Steinbock, Martha Bair, et al. "**How to draft a collaborative research agreement.**" *Intellectual property management in health and agricultural innovation: a handbook of best practices, Volumes 1 and 2* (2007): 717-724.

A good partnership

- Promotes **trust and co-operation**
- Must be **mutually beneficial**
- An effective agreement helps both parties **understand and accept** mutual benefit as a goal.
- Must be based on an **actual win-win relationship.**

Parts of an Agreement

1. Statement of objectives
2. Statement of work (Research plan)
3. General provisions
4. Budget
5. List of material

1. Statement of objectives

- Should be concise and clear
- Should articulate both the what and the why of the collaboration
- Should clearly specify the scientific goals of the collaboration

2. Statement of work

- Contains the scientific specific objectives, methodologies, and approaches
- It should be broken down into subsections, with each section explaining what “partner A” will do and what “partner B” will do, with the **time frames** and **benchmarks** specifically laid out.
- Each objective in the statement of work should be followed by a description of the **methodologies** and approaches to be used.
- Break down each of the scientific objectives of the statement of work into **tasks** and clearly state who is **responsible** for each.
- **Quantify** the work: insert general guidance about the **size and scope** of the collaborative research.

3. General Provisions

- Public disclosure
 - A publication clause should protect the interests of **both parties**
 - Generally, there is a statement that both parties reserve a **right to review and comment** on all public disclosure by the other party.
- Confidentiality
 - Confidential information that a party brings into the project and that **predates** the agreement
 - Confidential information that is generated under the agreement and that the parties **generated** while working together.

3. General Provisions

- Intellectual and tangible properties
 - Patents and copyrights
 - Biological materials, databases, and protocols

Content:

- Old IP/TP that was solely discovered by each party, **predating** the collaboration
- New IP/TP that is **solely** discovered by each party
- New IP/TP that is **jointly** discovered within the framework of collaboration

How and by whom the ownership determinations are to be made.

3. General Provisions

- Amendments
 - Need for constant amendments
 - All amendments should be written and signed by the proper authorities as an appendix to the agreement.
- Termination
 - Specific date upon which the cooperation ends
 - When and under what conditions each party may elect to terminate the agreement before the end date

4. Budget

- Developing the budget must begin with a clear **statement of work**.
- Staff time, equipment, technology, etc.
- The **timeframe** for availability of the budget and materials

5. List of materials

- A clear listing of the TP that each party is fully owned and provides to the joint project

Conclusion

- Collaborative research agreements can be extremely **beneficial** to both partners.
- **Taking the time to think through** and discuss the terms of the collaborative research agreement helps foster communication between partners and sets the project on a path for success.
- A first attempt to write such an agreement is difficult. The good news is that **each time one does it, the process gets easier.**