

**Final Report of the**  
**Virginia Commonwealth University**  
**Task Force on Corporate-Sponsored Research**

**October 1, 2008**

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## **Executive Summary**

The Virginia Commonwealth University (VCU) Task Force on Corporate-Sponsored Research has determined that the University's current written guidance pertaining to research agreements with corporate sponsors should be updated and extensively revised. The Task Force, after much deliberation, developed several recommendations which are presented here as guiding principles and operational strategies. The Task Force recommends that these be adopted and that the institution move forward with developing a policy which is consistent with them. Adoption of the recommendations and implementation of such a policy will require the creation of a VCU Corporate Research Review Committee. This Committee will review and approve requests from the Vice President for Research for variances from policy in creating new research agreements. Further, the Task Force recommends the formation of a follow-up Task Force to consider issues about the propriety of accepting research funding from specific industries for which there are legitimate questions of social purpose. It also recommends that VCU develop and implement a policy that articulates university-wide standards for the responsible conduct of research.

## **Introduction**

On June 10, 2008 Virginia Commonwealth University President Eugene Trani assembled a university-wide Task Force and charged them "to review the guidelines and policies regarding corporate sponsorship of research at VCU. This Task Force will complete its review by October 1, 2008, and it will be shared with the University community." He also directed the group to schedule a town-hall-type meeting on each campus of the university to offer an opportunity for the VCU community to provide its views on this topic.

President Trani suggested (in his June 1, 2008 letter published in the *New York Times*) that in the *Times*' May 22, 2008 coverage of Philip-Morris/VCU research ties, VCU's "research services agreement" with Philip Morris had been confused with corporate-

funded, investigator-initiated academic research. This suggests that VCU must establish explicit terminology that recognizes the distinctions between grants, contracts, research services agreements, consulting agreements, non-disclosure agreements, clinical trial agreements and material transfer agreements. This terminology must be used consistently throughout the university's guidelines, policies, procedures, publications, and forms pertaining to industry sponsorship of research.

In this Final Report, the term “agreement” is used in the generic sense to encompass all of the mechanisms identified above. A glossary of all relevant terminology used in the preparation of this Report is provided as Appendix A.

Town Hall meetings were held on both VCU campuses in connection with the work of the Task Force. A predominant theme at both meetings centered on ethical considerations, such as the appropriateness of university researchers working with industries, such as the tobacco industry, whose products do not contribute to the good of society. Comments in general showed strong interest in the protection of publication rights, the avoidance of secrecy of agreements, academic freedom to conduct corporate sponsored research, and in ethical issues.

### **Task Force Charge and Activities**

The Task Force on Corporate-Sponsored Research was constituted in May 2008 and received a formal charge from Dr. Trani at its first meeting on June 10, 2008. The Task Force roster is found in Appendix B.

The charge to the Task Force was to:

*Rigorously examine the guidelines pertaining to the corporate sponsorship of research at VCU. Based on this examination, prepare a report that includes an analysis of the strengths and weaknesses of VCU's current practices in terms of negotiating and executing corporate-sponsored research agreements. The report*

*should also include any specific recommendations deemed necessary for improving or optimizing VCU's industry-research relationships.*

The Task Force held eight full meetings over the last four months. Early in the process two subgroups of the Task Force were established to (1) formulate guiding principles and (2) address operational issues. Both of these subgroups met multiple times individually. The work of these two subgroups was discussed at the Task Force meetings and resulted in this Final Report.

The Task Force maintained a public website at: [http://www.research.vcu.edu/vpr/corporate\\_sponsor.htm](http://www.research.vcu.edu/vpr/corporate_sponsor.htm). Summaries of each of the Task Force meetings, as well as other relevant material may be found on this site.

The Task Force also held two Town Hall meetings to hear opinions and recommendations from VCU faculty, staff and students. The first Town Hall meeting was held July 16, 2008 on the MCV campus, with about 170 persons in attendance. The second Town Hall meeting, held on September 3, 2008 on the Monroe Park campus, had about 140 persons in attendance. Summaries of both written and oral comments from these meetings are posted on the Task Force website.

The Task Force and each of its subgroups also sought advice from internal consultants regarding information and clarification on issues relevant to corporate-sponsored research. Internal consultants were Susan Robb, Annie Publow, and Melanie Wiggins from the VCU Office of Sponsored Programs, and Allen Morris from the VCU Office of Technology Transfer.

On September 18, 2008, a preliminary draft of the Report was made available to the VCU community for comment. A total of 17 comments were received and a posted on the Task Force website.

In addition, the Task Force sought consultation from experts in industry-sponsored research from other academic institutions. Individuals were selected from universities that had considerable corporate-sponsored research, a medical school, policies in place that appeared to be well-developed, and recent experience addressing some of the issues VCU is facing. The three consultants that were engaged were from Duke University, Ohio State University, and Penn State University (see Appendix C). The most recent National Science Foundation statistics (FY06) for industry-financed research ranked these three institutions 1, 2 and 3, respectively.

At the September 24, 2008 Task Force meeting, these three individuals reviewed the preliminary Report with the Task Force members, responded to questions, and offered suggestions.

### **Review of Existing Industry Research Agreement Guidance**

The Task Force reviewed the existing VCU guidance document regarding research agreements with industry. This document is found in Appendix D. Task Force members also were provided with all VCU corporate research services agreements and related task orders executed from 2001 to the present. The Task Force determined that VCU's industrial agreement guidance document should be replaced with one that is more comprehensive and explicit. In particular, the Task Force found the existing guidance document to lack the detail and specificity needed to appropriately execute research agreements with corporate sponsors (industry). Further, it recommended that the final document be implemented as institutional policy rather than merely guidance for consideration. Accordingly, the Task Force recommends in this Report both guiding principles and operational strategies to serve as the foundation for such a policy. These guiding principles and operational strategies would be applied uniformly to all research agreements with corporate sponsors (also termed industrial sponsors or for-profit sponsors).

## **Guiding Principles**

The Task Force on Corporate-Sponsored Research recommends the adoption of the following eight guiding principles for research agreements between Virginia Commonwealth University and corporate sponsors.

### **I. Diversity in the VCU Externally Supported Research Portfolio**

VCU encourages the development of relationships with government, industry, and business organizations that enhance its research productivity, provide financial sustainability, and support its mission. VCU vigorously supports a comprehensive range of sponsored programs consistent with its mission of “[e]xpanding the boundaries of knowledge and understanding through research, scholarship and creative expression in the sciences, arts, humanities and professional disciplines.” (<http://www.vcu.edu/quality/mission.html>)

### **II. Compatibility with VCU’s Mission**

Industry-sponsored research must be consistent with VCU’s mission, goals and core values. In order to sustain VCU’s learning environment and build public trust, agreements must, in all cases, protect free inquiry and public accessibility. The research, including the knowledge and products created, should be aimed at promoting the health and welfare of people and their communities, and/or providing meaningful public benefit.

### **III. Academic Freedom**

Industry-sponsored agreements must conform to VCU policies on conflicts of interest and academic freedom of the investigator. They must recognize and accommodate VCU’s academic autonomy and integrity, financial commitments, reputation, and public trust.

#### **IV. Investigator Autonomy**

VCU affirms the right of faculty to undertake research and professional consultancies with government agencies, corporations, and other public and private entities, as long as the research is consistent with the mission of VCU and the research agreement conforms to the policies and procedures of the institution. No investigator shall be required to participate in industry-sponsored research, and each is free to accept or reject any agreement from industry. If an agreement is accepted, it must support the mission of VCU and conform to all other policies and procedures of the institution.

#### **V. Intellectual Property**

Intellectual property created solely by VCU faculty and employees during the conduct of corporate-sponsored research is the property of the institution. The financial proceeds resulting from commercialization of such VCU-created intellectual property shall be equitably distributed between the inventor and the institution according to institutional policy.

#### **VI. Publication**

VCU affirms the right of investigators, faculty, students, and trainees to publish results of their research in a timely manner without constraint or interference from any party.

#### **VII. Trainee Research**

VCU recognizes that the involvement of students and/or trainees in corporate-sponsored research may be appropriate and can support the instructional mission of the university.

## **VIII. Responsible Conduct of Research**

Established principles and procedures related to ethics and scientific integrity of research apply to all corporate-sponsored research activity.

### **Operational Issues**

The Task force recommends the adoption of policy that encompasses the following operational areas: Non-disclosure and Confidentiality; Intellectual Property and Data Ownership; Publication Rights; Research Agreement Mechanisms; and Ethical Issues. The Task Force further recommends the establishment of a VCU Corporate Research Review Committee, comprised primarily of VCU faculty, to review corporate research proposals that fall outside the norms described in this document.

#### **1. Non-Disclosure and Confidentiality**

*(see Guiding Principles I, II, III, and VI)*

When firms collaborate with public research universities to conduct innovative research through sponsored research agreements, they usually require strict confidentiality from their academic collaborators in order to protect sensitive information that, if revealed, could put sponsors at a competitive disadvantage. However, this is often contrary to the interests of university researchers who want to advance science and benefit from these relationships. Thus, compromises have to be established that balance the universities' need to disseminate knowledge and advance science with the sponsors' need to protect sensitive corporate information. Sponsored research activities may require access to information that is proprietary or might otherwise be considered by the sponsor or the principal investigator to be privileged and confidential. Recommended guidelines related to the issues described above include:

- Proprietary or confidential information must be appropriately marked and identified by the discloser when information is exchanged between the parties. If these criteria are met, such information may be received and maintained under a promise of confidentiality for a period of time, generally not to exceed five (5) years. This time period must be agreed upon by both the sponsor and the principal investigator. Periods of time during which confidentiality must be maintained that are greater than five (5) years must be approved by the Vice President for Research. Periods longer than seven (7) years in duration must be approved by the VCU Corporate Research Review Committee. As a public institution subject to the Virginia Freedom of Information Act, a confidentiality clause requiring that the agreement, its existence, and/or its terms be kept confidential cannot be accepted by VCU.
- VCU will not accept classified information or trade secrets.
- The title of the study and the entity sponsoring the research must be publicly available on the VCU Office of Research web site.

## **2. Intellectual Property (IP) and Data Ownership**

*(see Guiding Principle V)*

The Task Force reviewed current VCU policies and practices related to identification, protection, and ownership of intellectual property and data as they specifically relate to industry-sponsored research. The Task Force found VCU policies and practices to be consistent with those of the other research universities that it reviewed. VCU policies and practices, with some exceptions to be noted, are sufficient to protect the interests and values of VCU in the conduct of industry-sponsored research. At the same time, the policies and practices allow the University sufficient latitude to negotiate specific terms and conditions in individual agreements to accommodate the legitimate ownership claims of other parties to such agreements.

- In cases where intellectual property or data are provided to the investigator by the sponsor and specifically identified as such, they remain the property of the sponsor. If there is any expectation by either party that intellectual property may be created jointly between a VCU investigator and a sponsor during the course of industry-sponsored research, the Task Force recommends that such terms be negotiated at the beginning of the work and included as part of the research agreement.
- The Task Force recommends that VCU develop policies that define and explicitly deal with tangible research property. Tangible research property may include cell lines and computer code. (See definitions)
- The Task Force recommends that VCU develop and apply a definition of “more than incidental use of university resources” within its policies for intellectual property.

### **3. Publication Rights**

*(see Guiding Principle VI)*

University faculty and students must be free to share, publish, or publicly present their research results. This freedom is essential if universities are to remain a source of new knowledge for society. Corporate-funded research agreements with VCU must explicitly provide for the open communication of research results, and not be subject to the sponsor’s permission for publication. At the same time, good business practice requires that sponsors protect their proprietary rights or other confidential information. VCU should, as most universities commonly do, allow a corporate sponsor to review research materials prior to publication in those cases where proprietary right may be involved or where the university has been provided a sponsor’s proprietary information.

- Any reviews by corporate sponsors must not delay submission for publication for more than thirty (30) days.

- If a patent application must be filed, submission for publication may be delayed no more than an additional 30 days.
- The Vice President for Research may have latitude to increase either of these guidelines for an additional 30 days. However, pre-publication corporate review of research should not exceed a total of 90 days. A request for an extension of this duration must be approved by the VCU Corporate Research Review Committee.

**4. Research Agreement Mechanisms.**  
*(see Guiding Principle I)*

The Task Force recommends that VCU no longer enter into research services agreements. Appropriate mechanisms should be limited to contracts, grants, non-disclosure agreements, clinical trial agreements, and material transfer agreements.

**5. Ethical Issues**  
*(see Guiding Principles VII and VIII)*

*Conflict of Interest Considerations*

The Task Force recommends Virginia Commonwealth University affirm that it operates under the aegis of both state law and institutional policy related to the identification, disclosure and management of conflict of interest issues. VCU requires strict adherence to these established policies in the proposing, performing, reviewing, and reporting of research.

*Transparency and Ethical Considerations*

As previously mentioned, Town Hall meetings held on both VCU campuses revealed strong interest in the protection of publication rights, the avoidance of secrecy of agreements, and the academic freedom to conduct corporate-sponsored research. At the same time, there was strong interest in ethical considerations such as the appropriateness

of university researchers working with industries whose products do not contribute to the good of society or whose products harm society.

- The Task Force recommends that VCU develop and implement a policy that articulates standards for the responsible conduct of research.
- VCU should assert that every researcher is responsible for assessing the merits of his/her research and that Deans and Chairs are also responsible for reviewing the integrity of their faculties' research.
- If any member of the VCU community—faculty, student, staff, or administration—believes that any proposed corporate-sponsored research agreement has the potential to negatively impact upon the university, they may submit a letter of concern to the research officer (e.g., Research Dean or similar office) of the respective school who may request to have that potential project reviewed by the Vice President for Research and/or the VCU Corporate Research Review Committee.

### **Follow-up Activities**

The VCU Task Force on Corporate-Sponsored Research has not considered regulating the freedom of VCU's researchers to work with corporate sponsors in specific industries. However, comments and presentations by participants at both Town Hall Meetings clearly indicated that there is strong interest in further dialogue along these lines. Thus, we recommend that a follow-up Task Force comprised of faculty, students, and staff from a variety of disciplines be appointed and charged to recommend how these issues might be addressed.

**Appendix A:**  
**Definitions Used by Task Force in Preparation of this Report**

**Agreement:** Generic name for grant, contract or other agreement which is enforceable by law, and which must be executed for VCU by an authorized official.

**Assistance:** Under federal law, the process that leads to a grant or cooperative agreement, as opposed to procurement. The purpose is to "assist" the grantee with what it would do anyway, if it had the resources.

**Award:** Funds that have been obligated by a funding agency for a particular project, or the document memorializing this transaction.

**Classified Information:** Classified information is any information or material that has been determined by the United States Government pursuant to an Executive order, statute, or regulation, to require protection against unauthorized disclosure for reasons of national security and any restricted data, as defined in paragraph r. of section 11 of the Atomic Energy Act of 1954 (42 U.S.C. 2014(y)).

**Clinical Trial:** A clinical trial is a study designed to assess in humans the safety, efficacy, benefits, adverse reactions, and/or other outcomes of drugs, devices, diagnostics, treatments, procedures, medical evaluations, monitoring, or preventive measures. Preclinical laboratory studies or studies in animals are not included under the term clinical trial.

**Confidentiality Agreement:** See Non-Disclosure Agreement

**Consultant Agreement:** An agreement between a University employee, as an individual, and an outside organization. The University is not a party to these agreements. University employees are permitted to enter into these agreements as individuals after permission is obtained from the appropriate University officials under the University's Outside Professional Activity and Employment, Research, and Continuing Education policy. A VCU employee may not use University resources in conducting a consulting project.

**Contract:** A mechanism for procurement of a product or service with specific obligations for both the sponsor and recipient. Each contract document contains a statement of work or services to be performed (scope of work) and represents a legal obligation by the contractor. Since a contract is a purchase or procurement, there will always be a deliverable. Contracts received by the institution are more detailed than grants or cooperative agreements in the technical requirements and sometimes in the accountability for the use of funds. Contracts issued for procurement under a sponsored program need careful review for adequacy of the scope of work and objectivity of the statement of deliverables.

**Cooperative Agreement:** A federal award similar to a grant and subject to grant regulations, but in which the sponsor's staff may be actively involved in proposal preparation, and anticipates having substantial involvement in research activities once the award has been made.

**Copyright:** Intellectual Property protection for a "writing," which protects the specific expression. A copyright may be registered, but registration is not needed for protection. All materials to be copyrighted by VCU should be marked "Copyright © [date of publication], Virginia Commonwealth University."

**Data:** Research Data means recorded information, regardless of form or the media in which it may be recorded, which constitute the original observations and methods of a study and the analyses of these original data that are necessary for reconstruction and evaluation of the report(s) of a study made by one or more Investigators. Research Data also includes all such recorded information gathered in anticipation of a report. Research Data differ among disciplines. The term may include but is not limited to:

- technical information
- computer software
- laboratory and other notebooks
- printouts
- worksheets

- other media
- survey instruments
- memoranda
- evaluations
- notes
- databases
- clinical case history records
- study protocols
- statistics
- findings
- conclusions
- samples
- physical collections
- other supporting materials created or gathered in the course of the Research
- tangible research products
- unique research resources such as synthetic compounds, organisms, cell lines, viruses, cell products, cloned DNA as well as genetic sequences and mapping information, crystallographic coordinates, plants, animals and spectroscopic data
- other compilations formed by selecting and assembling preexisting materials in a unique way

The term does not include information incidental to administration, such as financial, administrative, cost or pricing, or management information.

**Facilities and Administrative (F&A) Costs:** Costs related to expenses incurred in conducting or supporting research or other externally-funded activities but not directly attributable to a specific project. General categories of indirect costs include general administration (accounting, payroll, purchasing, etc.), sponsored project administration, plant operation and maintenance, library expenses, departmental administration expenses, depreciation or use allowance for buildings and equipment, and student administration

and services. F&A Costs are synonymous with Indirect Costs, and are sometimes called "overhead."

**Facilities and Administration (F&A) Rate:** The rate, expressed as a percentage of a base amount (Modified Total Direct Cost "MTDC" for most universities), established by negotiation with the cognizant federal agency on the basis of the institution's projected costs for the year and distributed as prescribed in OMB Circular A-21.

**Grant:** A type of financial assistance awarded to an organization for the conduct of research or other program as specified in an approved proposal. A federal grant, as opposed to a federal cooperative agreement, is used whenever the awarding office anticipates no substantial programmatic involvement with the recipient during the performance of the activities. The PI of a research grant has significantly greater flexibility in making changes to the research plan than the PI of a research contract. As with any agreement, a grant has terms and conditions which must be followed.

**Indirect Costs:** See Facilities and Administrative Costs.

**Intellectual Property:** In very general terms, an IP is the result of using one's intellect to create something new and different from whatever was known before. IP is also a legal concept, inasmuch as like other property, it can be owned, sold, rented, given away, etc. IP is protected by patents, copyrights, trade secrets, trademarks, and know-how (secrecy).

**Material Transfer Agreement:** A Material Transfer Agreement (MTA) is a contract that states the terms and conditions for the transfer of tangible research materials between VCU and an outside organization. Generally, no funds are exchanged under MTAs. However, a requirement for reimbursement of the costs associated with sample preparation and shipping and handling may be included in the MTA.

**Non-Disclosure Agreement:** A non-disclosure agreement, proprietary agreement, and a confidentiality agreement are all the same thing. The purpose of this agreement is generally to protect proprietary information regardless of whether it is technical,

financial, business information, or any other item that the party is disclosing, that they do not want divulged beyond the parties signing the agreement.

**Patent:** Intellectual property protection of the embodiment of an idea. A patent is the statutory monopoly property right granted by the government to prevent others from making, using or selling what was patented for a set period (commonly 20 years from the patent filing date) in exchange for making public the information in the patent document.

**Principal Investigator:** a) The individual with final responsibility for the conduct of research or other activity described in a proposal or an award; b) the individual with fiduciary responsibility for an award's management. Usually these are the same individual. However, VCU has a requirement that the fiduciary responsibility vest in a VCU employee, so on occasion they may be different. A common example is that the recipient of a research fellowship is explicitly not an employee, so that person's major professor manages the award's account.

**Research Services Agreements:** In comparison to contracts and grants, research services agreements are defined as projects that provide services involving analysis, evaluation, classification, diagnostics, or interpretation of a client's data, samples, mechanisms, procedures, or products. These research services are performed using University resources, either personnel or equipment. These services must be unique in some fashion and must not present competition to private industry.

**Right to Publish:** University policy requires that the institution or PI retains the right to publish the results of a sponsored program, as it is part of our mission and obligation to disseminate knowledge and educate students. A short delay in publication for Intellectual Property protection, coordination with other publishers, or other good reason may be allowed.

**Sponsor:** The organization that funds a sponsored program received by the institution

**Sponsored Program:** A grant, contract or other agreement awarded to accomplish a specific goal or project.

**Tangible Research Property:** Products of research that include, but are not limited to, compositions, biologicals, materials, illustrations and drawings, prototypes, devices, and equipment.

**Trade Secret:** A trade secret is information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**University Consultant Agreement:** An agreement between a non-VCU individual or organization (consultant) and the university whereby the consultant provides services of an advisory nature. The university may enter into an agreement of this type when the necessary expertise is not available within the university community. A VCU employee may not be paid as a consultant on one of VCU's sponsored programs; this principle applies at most universities.

Definitions prepared by Assistant Vice President Susan Robb (VCU Office of Research) at the request of the Task Force

**Appendix B:****VCU Task Force on Corporate-Sponsored Research**

<b>Task Force Member</b>	<b>Appointed By</b>	<b>Corporate Sponsored Research in Last 5 years</b>
Dr. Francis Macrina (Task Force Chair) Vice President for Research macrina@vcu.edu	President Trani	None
Dr. Gordon Archer Associate Dean for Research, School of Medicine garcher@vcu.edu	Member of Research Development Advisory Council (ReDAC)	Bristol, Myers, Squibb (1998-2003) Cubist Pharmaceutical (2007)
Dr. Faye Belgrave Professor of Psychology fzbelgra@vcu.edu	Provost Gottfredson	None
Dr. Kia Bentley Associate Dean for Research and Strategic Initiatives, School of Social Work kbentley@vcu.edu	ReDAC member	None
Dr. PonJola Coney Senior Associate Dean for Faculty Affairs and Professor of Obstetrics and Gynecology, School of Medicine pconey@vcu.edu	Vice President Retchin	None
Dr. Linda Corey Professor of Human and Molecular Genetics corey@vcu.edu	Faculty Senate	None
Dr. Carolyn Funk Associate Professor, Wilder School of Government and Public Affairs and Director, Commonwealth Poll clfunk@vcu.edu	Faculty Senate	None
Dr. Marie Gardner Assistant Dean for Resources and Research Support, School of Nursing mgardner@vcu.edu	ReDAC member	Visilearn (2002-2003)
Dr. Fred Hawkrige Associate Dean for Research, College of Humanities and Sciences fmhawkri@vcu.edu	ReDAC member	None

Dr. Thomas Huff Vice Provost for Life Sciences <a href="mailto:tfhuff@vcu.edu">tfhuff@vcu.edu</a>	ReDAC member	None
Dr. Russell Jamison Dean, School of Engineering (Interim Associate Dean for Research) <a href="mailto:rjamison@vcu.edu">rjamison@vcu.edu</a>	ReDAC member	None
Ms. Jane S. Lalich	Staff Senate	None
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Dr. Allen Lee Associate Dean for Research & Graduate Studies, School of Business <a href="mailto:aslee@vcu.edu">aslee@vcu.edu</a>	ReDAC member	None
Dr. Gary Matzke Associate Dean for Clinical Research, School of Pharmacy <a href="mailto:gmatzke@vcu.edu">gmatzke@vcu.edu</a>	ReDAC member	None
Dr. Ann Nichols-Casebolt Associate Vice President for Research Development <a href="mailto:acasebol@vcu.edu">acasebol@vcu.edu</a>	ReDAC member	None
Dr. Laura Razzolini Professor of Economics <a href="mailto:lrazzolini@vcu.edu">lrazzolini@vcu.edu</a>	Faculty Senate	None
Mr. Dan Ream M.A. Associate Professor and Director, Outreach & Distance Education, VCU Libraries; President, VCU Faculty Senate <a href="mailto:dream@vcu.edu">dream@vcu.edu</a>	Provost Gottfredson	None
Dr. Harvey Schenkein Assistant Dean for Research, School of Dentistry <a href="mailto:haschenk@vcu.edu">haschenk@vcu.edu</a>	ReDAC member	None
Dr. Sarah Spiegel Professor and Chair, Department of Biochemistry and Molecular Biology <a href="mailto:sspiegel@vcu.edu">sspiegel@vcu.edu</a>	Vice President Retchin	None

<p>Dr. Beverly Warren          Dean, School of Education (Interim          Associate Dean for Research)          bjwarren@vcu.edu</p>	<p>ReDAC member</p>	<p>None</p>
<p>Dr. Jeffrey Williamson          Professor of Radiation Oncology and          Chair, Division of Medical Physics          jwilliamson@mcvh-vcu.edu</p>	<p>Vice President          Retchin</p>	<p>Varian Medical Systems (2006-          2009)           Amersham-Nycomed (2001-          2003)</p>

## **Appendix C:**

### **External Consultants to the Task Force**

H. Gilbert Smith, Ph.D.  
Managing Director  
Corporate Research Collaborations  
Duke University School of Medicine

Robert Killoren  
Associate Vice President for Research Administration &  
Research Foundation Executive Director  
Ohio State University

David Richardson  
Assistant Vice President for Research &  
Director of Sponsored Programs  
Penn State University

## **Appendix D:**

### **Industry Sponsored Research Agreements with VCU: A Guide for Industry.**

(on line at: [http://www.research.vcu.edu/p\\_and\\_g/agreements.htm](http://www.research.vcu.edu/p_and_g/agreements.htm))

#### **Introduction**

Virginia Commonwealth University (VCU) is dedicated to a level of teaching that is characterized by an institution-wide involvement in advanced research, and in the transfer of the inventions and discoveries of this research to commercial development. The principles set forth in this guide reflect the University's position as a publicly supported educational institution.

VCU believes that, while maintaining academic traditions and values that advance free inquiry, ways can be found to combine its research resources with the resources of private industry to investigate important questions of mutual interest. VCU is interested in establishing cooperative studies beneficial to the sponsor, the university, the faculty, and the public as a whole.

#### **Principle Considerations**

1. *Nature of Work.* One of the primary purposes of VCU is to carry out research to advance the frontiers of knowledge. VCU will enter into agreements for research when that research:

- a) provides faculty with the opportunity to gain experience and knowledge of value to their research and teaching
- b) is suitable research through which the individual(s) may make worthy contributions, or
- c) is appropriate public service

Research should be undertaken by the University under support from private parties only if it is consistent with and complementary to the University's goals and responsibilities to the public.

2. *Administration.* Agreements for the private sponsorship of research projects are administered and negotiated by the VCU Office of Research. The designated signatory for VCU in such agreements is the Director of the Office of Sponsored Programs.

While initial discussions between industrial sponsors and University faculty or senior research staff are typical at the outset of any such project, no project may be established unless a carefully defined research proposal, including a budget, has been submitted to the sponsor through the Office of Sponsored Programs, and an acceptable agreement has been negotiated by the Office of Sponsored Programs, and signed by the authorized representatives of both parties.

3. *Direction of Research.* While public or private research sponsors may reasonably expect to define broadly the project they will support, university principal investigators may expect to have wide discretion in designing and modifying their sponsored research. Although the sponsor may consult in matters of concern, generally it is not appropriate for the sponsor to specify in detail how the work is to be done.

4. *Patents and Other Intellectual Property.* The University has an interest in all intellectual property of VCU personnel, including students, created using university time and resources. The University retains all patent rights from sponsored research and any invention or patentable idea conceived or reduced to practice in the course of the research belongs to VCU. The University will grant to the sponsor a time-limited first right to negotiate an exclusive or non-exclusive license based upon the level of sponsor support. The management of VCU intellectual property is the charge of the Office of Technology Transfer.

5. *Publication.* University faculty and students must be free to publish their results. This freedom is essential if universities are to be a source of new knowledge for society. At

the same time, good business practice requires that sponsors protect their proprietary rights, trade secrets, or other confidential information.

A sponsor may, prior to publication, review materials resulting from research it has sponsored in those cases where proprietary right may be involved or where the university has been provided a sponsor's proprietary information. Such reviews should not delay publication for more than ninety (90) days.

*6. Applicable Considerations.* The University encourages departmental and center management that assures the highest standards of performance in all research projects. University policies pertaining to health and safety (such as those governing protection of research subjects, biosafety, occupational and environmental protection) are applicable to all research conducted at VCU. The University has strong financial management and internal audit programs that ensure careful control and accountability of all expenditures.

Under State and University requirements, all Principal Investigators must file Conflict of Interest disclosure statements indicating whether or not they have a direct or indirect financial interest in each private sponsor of their research. The statements are open to public inspection. When disclosure statements indicate that a financial interest exists, VCU procedures determine whether an appropriate management process can be put in place.

*7. Best Efforts.* Since research by its nature is unpredictable and without guarantee of successful results, VCU research is conducted on "best efforts" basis. However, research projects are organized in a manner that is sensitive to the differing time constraints of sponsors. The University receives no fee or profit on its research. For this reason, and also because it is inconsistent with the best efforts principle, VCU will not accept contract provisions that guarantee results, impose penalties for failure to make progress by firm deadlines, or provide for withholding of payment if the sponsor is not satisfied with the results. VCU usually contracts for a fixed level of effort at a fixed price.

8. *Payments.* Contracts with sponsors are performed on a “no-profit-no-loss” basis. Therefore, research projects incorporate the full costs of the research (both direct costs and facilities and administrative costs) in the research budget.

9. *Termination.* In the event a funding agreement is terminated by the sponsor for any reason, the sponsor will be expected to reimburse VCU for all uncancellable obligations.