

# THIRD PARTY CONTRACT RESEARCH

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## General Contractual Considerations

In any contractual/formal relationship with a third party, it is essential that a number of elements be considered. Principles that underlie the University's research activities undertaken in conjunction with third parties include the following

### 1. All Reasonable Endeavours

In many cases, the basic research being conducted in the University's various programmes can offer no guarantee of success. Any research being conducted for third parties should recognise this situation. Research at the University is thus undertaken on an 'all reasonable endeavours' basis with due consideration for the nature of industrially sponsored work.

### 2. Publication

University research is, by its nature, intended to serve the public and educational interest. In the majority of cases, therefore, the right to publish research results will be a prime consideration. However, the University recognises the legitimate interests of its industrial sponsors and, where appropriate, will negotiate with sponsors to protect their interests.

In some cases, a sponsor may disclose proprietary information for the furtherance of a project. In these instances appropriate measures must be taken to protect the sponsor's interests.

### 3. Intellectual Property (IP) and Patent

The University IP<sup>[1]</sup> and patent policy is aimed at promoting technology transfer and ensuring the use of University research for the benefit of the community. It is also designed to protect the interests of both the originator and the University.

### 4. Fees and Charges

Research conducted in the University on behalf of third parties will be charged in accordance with schedules currently in force.

### 5. Liability

The charges accruing to the University for research work are usually insufficient to cover business risk. Thus the University cannot accept contract provisions which impose penalties for failure to make progress, or provide for the withholding of payment when the sponsor is dissatisfied with the results.

[1] University IP is any IP that is created, invented or discovered in the course of research or other work carried out under the auspices of the University and includes, inter alia, patents, copyrights, trademarks, design rights, plant variety rights, database rights and other confidential "know-how" in each case whether or not registerable, registered or unregistered.

## Starting Position for Negotiating Third Party Contracts

It is University policy to conduct research on an 'all reasonable endeavours' basis only.

The University reserves the right to publish the results of its research and only in exceptional circumstances will it forego this right. However, the University may agree to delay publication in order to protect intellectual property rights. The University agrees to preserve in confidence client proprietary information necessary for the conduct of the project.

The University, in the first instance, reserves all rights to IP including copyright, plant breeder's rights etc., arising out of its research. However, the University recognises the contribution made by funding bodies and industry in specific projects and is prepared to negotiate exploitation rights with clients.

## Procedural Arrangements for External Contract Research

The following procedures regarding external contract research are required and are designed to encourage and assist staff in the pursuit of this type of work. Academic and senior administrative staff are encouraged to continue to develop external contacts with a view to establishing joint programmes and/or contract work.

1. Initial discussions between University staff and third parties which have prospects of leading to formal collaborative work should be notified to the Research & Innovation Office <http://insight1.net/uccresearch/site3/about.html> and the Technology Transfer Office. <http://www.ucc.ie/research/techtransfer/contact.html>
2. On agreement in principle that an external contract is appropriate, the following steps should be taken:
  - a. administrative and financial aspects should be discussed with the Research & Innovation Office and the Technology Transfer Office;
  - b. resource availability for the conduct of the project should be discussed with the Head of Department;
  - c. detailed project costings should be agreed with the Finance Office.  
<http://www.ucc.ie/en/financeoffice/ResearchGrantsandContracts/>
3. The Technology Transfer Office, in consultation with the parties will draw up a draft University contract, which will form the basis of further negotiations with the external party or parties.
4. Subsequent to further negotiation as appropriate, the final agreed contract will be drafted and placed before the Finance Officer for approval and signature.
5. Where Research Institutes/Centres/Units (RICUs) have been established by the University, such RICUs may have established specific practices with regard to external contracts. However, all

contracts entered into by such RICUs must be notified to the Technology Transfer Office, for information and to ensure compliance with University policy.

6. In the case of specific contracts from bodies such as the EU, Enterprise Ireland etc., where the University has formally adopted standard contracts, such standard contracts will continue to apply. In all other cases a negotiable contract based on University policy will apply