

University Distinctions in Research Partnerships

CU Boulder has a long history of building mutually beneficial partnerships with industry. Our successful collaborations start with understanding fundamental contracting distinctions of universities.



Intellectual Property (IP)

CU Boulder views Sponsored Research Agreements as an opportunity for a new commercialization partnership. The university offers a variety of mechanisms through which the sponsoring company can acquire IP rights related to the funded project, including the following popular options:

- The sponsoring company receives an option to negotiate an exclusive license for project IP;
- In addition to the option rights above, the sponsoring company receives a nonexclusive, royalty-free license to project IP for an upfront fee; or
- For any project IP and any background IP, a set of pre-negotiated license terms are set upfront, to be elected by the sponsoring company in the later event of project IP being created.

The best fit for both sides will depend on project specifics and strategic aims, and CU Boulder is committed to working with our industry partners to find the optimal IP arrangement.

Publication Restrictions

The academic mission requires research be published. CU Boulder also supports the need for delays of publication to give both industry sponsors and the university adequate time to protect patent or other proprietary rights.

The University can provide the Sponsor with a copy of any proposed publication thirty (30) days prior to submission for publication for review and comment.

The sponsor may request a delay in publishing for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein.



Export Control Exclusions

The International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) recognize important exemptions and exclusions to the Export Control Laws for academic institutions.

Fundamental Research Exclusion (FRE) - Information from “fundamental research” is excluded from export control laws. It is the University’s policy, whenever possible, to conduct its research activities under the Fundamental Research Exclusion.

Public Domain Exclusion - Both the ITAR and the EAR exclude any information that is already in the public domain from their export licensing requirements.

Educational Information Exclusion - Both the ITAR and the EAR recognize exclusions for educational information that has become part of the public domain through academic instruction, including information released in catalog courses, associated teaching laboratories or general scientific, mathematical, or engineering principles commonly taught at the university level.



Together we can establish a relationship that bridges our differences to innovate and achieve results.

Common Terms and Conditions

Choice of Law/ Governing Law

- State of Colorado or may remain silent
- Must abide by Colorado Governmental Immunity Act

Confidential/ Proprietary Information

- Reduction to writing and marked appropriately

Cost and Pricing Data

- Overhead rate (e.g. indirect costs, F&A) is federally negotiated
- Labor proposed as percentage effort, not labor rates
- Certify percentage of effort; Unable to certify hourly rates

Foreign Nationals

- Participants not US citizens or US legal permanent residents
- Restrictions on personnel cause additional administrative requirements

Indemnification

- Unable to pledge the full faith and credit of the state
- Responsible for own acts and omissions

Non-Disclosure

- Scoped to relevant project personnel or event – not the entire university
- Limit discussion period to 1 years
- Limit duty of confidentiality to 3 years

Cybersecurity Requirements

- Scoped and evaluated per project
- Compliant with NIST SP 800-171

Contract Engagement Types

Funded

- Master Research Agreements
- Sponsored Research Agreements
- Service Agreements
- Purchase Orders
- Subcontracts

Non-Funded

- Bailment Agreements
- Collaboration Agreements
- Data-Use Agreements
- Material Transfer Agreements
- Non-Disclosure Agreements
- Software Usage Agreements
- Teaming Agreements

Contact Information



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