

INDUSTRY COLLABORATION

Collaborating with Reykjavik University
General Principles



HÁSKÓLINN Í REYKJAVÍK
REYKJAVIK UNIVERSITY



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REYKJAVIK UNIVERSITY



INTRODUCTION

Universities are a key source and driver for innovation in modern economies. The role of Reykjavik University is to create and disseminate knowledge to enhance the competitiveness and quality of life for individuals and society. This is reflected in emphasis on strong ties with national and international industry, based on integrity and mutual respect for the benefits of the entire society. The University thus takes active part in the shaping and development of industry and society, and works towards satisfying needs for specialized knowledge, through education, research, innovation, development, and discussions. Collaborations with businesses, industries, institutions and other external partners play a key role in implementing this strategy.

Reykjavik University seeks to establish collaborations as smoothly and efficiently as possible. In this process, the primary objective for the University is to support exchange of knowledge and technology.

The following pages cover the general principles of the University's collaboration with external partners. The material covers information for both University employees and external parties. This is to ensure that our external partners and the University staff have a common frame of reference when entering into different forms of collaborations.

This brochure can be downloaded from the University homepage at en.ru.is/collaboration under "Industry Collaboration", along with more detailed information. The Industry Relations Project Manager will provide further information if needed and serve as the initial contact for initiating discussions.

GENERAL PRINCIPLES

The role of Reykjavik University is to create and disseminate knowledge so as to increase the competitiveness and quality of life for individuals, businesses and society as a whole. In doing so, the university is guided by good ethics, sustainability and responsibility. The university complies with all applicable laws and regulations in its efforts, including the Higher Education Act (63/2006).

The following general principles guide collaboration with external parties:

- The University is one legal entity. This means that external parties enter agreements with Reykjavik University – not with individual researchers, research centres, labs, institutes or academic schools. External parties therefore meet the same framework conditions no matter which administrative unit is involved in the collaboration.
- The Rector's Office is responsible for negotiating collaboration agreements between the University and external parties and should be engaged at the earliest stage possible. The proper authorisation must be obtained before a collaboration agreement is signed on behalf of the University.
- In all agreements entered by the University, it is a prerequisite that our researchers are able to publish their research results and use them for research purposes.
- Reykjavik University adheres to principles of fair business practices. In particular, the University will enter into agreements on fair market terms and avoid providing favourable treatment to specific companies or to further private interests. This applies particularly when it comes to agreements regarding intellectual property rights (IPR).
- Researchers employed at the University have an obligation to disclose research results with commercial potential to the University according to the University IP Policy and under the provisions of Act. 72/2004 on Employees' Inventions. The University will subsequently decide whether or not it wishes to assume rights to the research results in question.
- The University will work to support the successful commercialization of research results and other intellectual property that is transferred to external partners.

CONFIDENTIALITY AND PUBLICATION

CONFIDENTIALITY

Private companies tend to protect confidential information to maintain a competitive position. The University, on the other hand, has the obligation to disseminate the University's research results to the society that has directly or indirectly contributed to financing the research. Both positions have to be considered in confidentiality agreements.

In general, the non-disclosure of an external party's confidential knowledge shall not exceed a period of three (3) years from the end of a collaborative project. This period may be longer, or indefinite, when specific circumstances justify an extension of this period.

PUBLICATION

The University strives to publish as much as possible. Private companies, on the other hand, will typically operate with a more controlled publication strategy - although private companies can also have an interest in publishing research results.

The general principle is that research results will be published, but the publication can be delayed at the request of the external party. The external party will have 30 days to comment on a proposal to publish and may delay the publication for up to 3 months. Further delay can be negotiated when clear common commercial interests make that necessary.

COLLABORATING WITH REYKJAVIK UNIVERSITY

In a legally binding collaboration agreement, it is important for the parties to know exactly with whom they are entering the agreement. At Reykjavik University, the Rector's Office determines the boundary between the University as an institution and University employees, so that an external party will clearly understand when the agreement is made with a public research institution (the University) and when it is with a private individual (the researcher).

The Rector's Office negotiates and approves any collaboration agreements with external parties that may relate to intellectual property rights (existing or future). The Rector's Office also ensures that all contracts and agreements are signed by authorised University personnel. The Rector's Office clarifies internal ownership issues and ensures that the University enters into agreements according to rules and regulations.

Researchers employed at Reykjavik University cannot enter binding agreements or collaborations with external parties on behalf of the University. An agreement is only valid if an authorised signatory has signed it. In most cases, only the Rector or a Dean has the authority to enter into an agreement on behalf of the University. The Rector's Office must always be informed about agreements in writing, and the proper authorisation must be obtained from the Rector's Office first.

In the following pages we cover the most common collaboration agreements that Reykjavik University enters with external parties, and which must be approved and/or negotiated by the Rector's Office:

- Co-financed Collaboration Agreements
- Consortium Agreements
- Collaboration Agreements on Contract Research and Services
- Sponsored Student Courses and Projects
- License Agreements
- Fully Funded Studentships
- Endowed Positions
- Industry Sponsorships
- MTA - Material Transfer Agreements
- NDA - Non-disclosure Agreements
- CDA - Confidentiality Agreements

Unpaid student projects and company internships are handled directly by the responsible academic schools.

CO-FINANCED COLLABORATION AGREEMENTS

These are agreements where both the University and the external party contribute to the project with resources (funding, facilities, equipment, know-how, service or time). Such agreements can cover collaborations in research, education and other types of knowledge dissemination.

Key principles:

- Both parties have rights to the project's joint research results. The results may also be published, even if the collaboration does not lead to the results that one or both parties had hoped for.
- The activities are part of the normal activities of the school in question and fit within the overall aims and objectives of the University (research, teaching, knowledge dissemination).
- The University will ensure that the researchers involved can still perform research within the area in question after an agreement has been signed with the external party, and that the researchers have the freedom to collaborate with other companies and organisations.
- The external party can get access to a license of or can purchase the project results, depending on who has contributed to what in the production of the result(s) in question.
- If the collaboration entails support for endowed positions and/or fully funded studentships, the agreements must fulfil the conditions for such collaborations.

Approval:

The Rector's Office and the Deans of Schools involved, if applicable.

Signature:

Rector or Dean of School. If two or more Schools are involved in the collaboration, the agreement should be signed by the Rector.

CONSORTIUM AGREEMENTS

These are agreements where several parties intend to collaborate in a funded research project, such as EU projects, Iceland's Technology Development Fund projects and multi-party collaborations funded by private and/or public partnerships.

Key principles:

- The ownership of intellectual property goes to the inventing party or parties.
- Commercial parties in the consortium have a priority right to commercial use.
- Commercial parties pay a compensation fee to the owner of the intellectual property.
- Expenses relating to the protection of intellectual property and further development are borne by the commercial users in question.
- Publications are normally joint publications involving all partners.
- A partner may have the right to object to publication in specified situations.

As a number of different circumstances may arise when a group of universities and industrial partners carry out research, there are too many variations and permutations to cover all of them in one standard type of agreement. It is thus very important to clarify all conditions concerning intellectual property and publication as early on in the collaboration as possible.

Approval:

The Rector's Office and the Deans of Schools involved, if applicable.

Signature:

Rector or Dean of School

COLLABORATION AGREEMENTS ON CONTRACT RESEARCH & SERVICES

These are agreements where an external party would like the University to solve a specific research- or service-based task. Such agreements are a unique opportunity for companies to undertake tasks that require the special equipment or competences that are available in the University's research environments, and to access new research-based knowledge. Collaboration on contract research and services are also called commissioned research.

Key principles:

- The research and services must be related to the University's other activities.
- The University must have its direct and indirect costs covered during the project, including administrative expenses (overhead).
- The external party can influence the research subject and the project planning, but not the results or findings.
- The rights to research results belong to the external party.
- The University researchers have the right to publish the research results, unless otherwise specified in the agreement.
- Approval of school and faculty members involved must be obtained prior to entering into a binding agreement.
- The researchers involved are bound by scientific integrity and ethics in their work.

External parties may commission consultancy services directly from a researcher employed by Reykjavik University. It is then the responsibility of the researcher and external party to reach an agreement, but it must abide by any university regulation about external efforts of faculty members. If the agreements concern legal rights within the research area in which the researcher is engaged, the University must be involved through a formal contract research agreement.

Approval:

The Rector's Office and Deans of Schools involved.

Signature:

Rector or Dean of School.

SPONSORED STUDENT COURSES AND PROJECTS

These are agreements where an external party fully or partially sponsors special courses or projects, executed by students, as part of their studies. Such agreements offer external parties the opportunity to have specific issues and problems worked on by students, under guidance from RU faculty. It should be noted that internship agreements and teaching provided by external experts is outside of this type of collaboration.

Key principles:

- The project or course must be a natural part of the students' study program and must meet the learning outcomes for the course or project in question.
- The sponsorship can be in terms of funding, equipment, expertise or other resources. The level of sponsorship depends on the value of the project or course to the external party, the expenses involved and the size of the student group in question.
- The external party has the right to use any of the final products created by the course or project. The external party shall give credit to the University and students if the products are highlighted in any kind of media.
- The intellectual property rights to the results created by the course or project nominally belong to those involved; i.e. the students and the University. However, an agreement can be made upfront that the external party can claim part of the intellectual property. The students must agree to this prior to taking on the course or project.

Approval:

The Rector's Office and the Deans of Schools involved, if applicable.

Signature:

Rector or Dean of School.

LICENSE AGREEMENTS

These are agreements where an external party receives rights to an invention or product created within the University. Such an agreement is usually entered into as result of a University researcher having disclosed an invention to the University, and the University having assumed rights to this according to the University's IP Policy. The Rector's Office will subsequently seek to commercialise the invention through one or more license agreements with Icelandic and/or international companies. License agreements can be exclusive or non-exclusive. Exclusivity can be based on geographical territory and/or a specific field of application.

Key principles:

- The University must ensure that the external party seeks to exploit the invention and the external party will therefore be granted a license to that area (or those areas) where the external party plans to exploit the license.
- The University negotiates the commercial terms for the license agreement on market terms. This will include ownership shares and/or royalties to the University when the external party starts to generate an income based on the University invention.
- The University will divide its net income between the inventor(s), the academic school(s) in question and the University, in accordance with the University's IP Policy and specific agreements.
- The University will ensure that the researcher(s) can continue to perform research within the research field in question after the license agreement has been signed with the external party.

Negotiation:

The Rector's Office.

Signature:

Rector.

FULLY FUNDED STUDENTSHIPS

These are agreements where a company wishes to support the efforts and research of a graduate or postgraduate student. The support can be for the thesis project only or the entire study program.

Key principles:

- The University must have its direct and indirect costs covered during the collaboration, including administrative expenses (overhead).
- There must be a written agreement between the sponsor and the academic school from where the student will graduate clarifying intellectual property rights.
- There must be a written agreement between the University, the supervisor and the student clarifying remuneration for each of the parties, when (and if) an invention is a result of a project.

Approval:

The Rector's Office and the Deans of Schools involved.

Signature:

Dean of School where the student will be enrolled.

ENDOWED POSITIONS

These are agreements where an industry partner contributes funding with the purpose of creating an endowed chair, professorship, or faculty positions and thereby research and education efforts which are of mutual interest to the University and the external partner.

Key principles:

- There will be no automatic rights to any intellectual property rights generated by the holders of such positions, except for public acknowledgement, in the title for example, as they are regarded as donations.
- The hiring process will be consistent with University practice and will include a statement of qualifications to be circulated locally and/or internationally as appropriate.
- The University shall publish information on private financing and thus the company must accept that the requested information is published in accordance with relevant legal provisions.
- The academic freedom of faculty is essential and the external party must confirm their willingness to protect the holder of the endowed faculty position from any censorship or restraint that might interfere with their obligation to pursue truth in their research.

Approval:

The Rector's Office.

Signature:

Rector.

INDUSTRY SPONSORSHIPS

These are agreements where an external private donor provides financial donations to the University, in order to support the University's core activities. This can either be a one-time event or longer-term continuous support. The agreement is made between a sponsor on one side and the Rector's Office on the other side, on behalf of the centre, lab, institute, school or administrative unit that will receive the sponsorship donation.

Key principles:

- The donation must be formalized with a written agreement.

Approval:

The Rector's Office.

Signature:

Rector.

MATERIAL TRANSFER AGREEMENTS (MTA)

These agreements are used when the company and the University want to exchange material(s). The University will focus on protecting the knowledge shared by the University researcher with the external party, and will ensure that the MTA does not block future research and commercialisation activities.

Approval:

The Rectors Office.

Signature:

Dean of School.

NON-DISCLOSURE AGREEMENTS (NDA)/ CONFIDENTIALITY AGREEMENTS (CDA)

These agreements are used when an external party and the University's researchers want to exchange knowledge related to a specific research project and it is important that the knowledge is kept confidential. Together with the external party, the Rector's Office will assist in defining a NDA that suits both the University researchers and the external party. In most cases, the NDA shall be a mutual agreement that requires confidentiality from both sides.

Approval:

The Rector's Office.

Signature:

Rector.



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