

# **UTSA Guide for Industry**

## **General Principles**

This guide is a summary of the broad principles applicable to research agreements between The University of Texas at San Antonio (UTSA) and industrial and commercial organizations. The principles set forth in this guide reflect UTSA's position as a public university that is also an agency of the State of Texas. This brief presentation of information about UTSA has been prepared by the Office of Contracts and Industrial Agreements (OCIA, <http://vpr.utsa.edu/contracts/index.php>) and is intended to facilitate our research relationship with industry.

As a public, Texas university, it is important to remember that Texas constitutional, statutory, and administrative law and regulations apply to some of the sections discussed shortly, particularly in areas of intellectual property, liability/indemnification, and publication. Similarly, The University of Texas System policies and procedures apply to industrial agreements and contracts as relevant. These various requirements are what distinguish public universities from private universities. All questions, particularly in the sensitive areas noted above, should be discussed and resolved in consultation with OCIA.

## **Introduction**

UTSA has a history of collaboration with industry in the support of research that is consonant with our missions of teaching, research, and public service. Cooperative efforts are encouraged because they produce mutual benefits as well as benefits to society. Increasingly, international collaborations are becoming more important, and the OCIA website has a section on international collaborations.

Industry support contributes to the education of engineers, scientists, and others and also to the development of technologies that can be put to practical use by society. Facilitating the transfer of technology is an important goal of the cooperative university-industry relationship. UTSA is an important partner in South Texas Technology Management (STTM, <http://vpr.utsa.edu/sttmutsa.php>), a regional technology transfer organization for UTSA, The University of Texas Health Science Center at San Antonio (UTHSCSA), The University of Texas at Brownsville (UTB), and The University of Texas at Pan American (UTPA).

One of the primary purposes of UTSA is to carry out research to advance the frontiers of science and technology and to advance educational programs. Instruction and research are interdependent; both suffer when dealt with separately. UTSA's research projects should be of intellectual interest to the faculty and conducted under the direction of the faculty.

Industry-sponsored research projects must maintain a balance between UTSA's pursuit of research as an integral part of the educational process and industry's search for useful knowledge to be applied toward the development of products, processes and services. A

valuable benefit of university-industry collaboration is to provide additional research and thesis opportunities for students.

### **Corporate Identity**

UTSA is a public, Texas institution of higher education. All research agreements are to be issued to “The University of Texas at San Antonio.”

### **Authority to Contract**

While initial discussions between industry sponsors and UTSA faculty or senior research staff occur in a variety of ways, no program or project may be established or undertaken unless a carefully defined research proposal, including a budget, has been submitted through the university’s internal review procedures, and an acceptable funding agreement has been negotiated and signed by the authorized representatives of both parties.

Authority to negotiate and execute awards for research on behalf of UTSA is delegated to the Director of Contracts and Industrial Agreements. UTSA does not honor contracts or commitments made on its behalf by unauthorized individuals.

### **Publication Policy**

Publications-whether from instruction, research, or service projects-are a central hallmark of higher education in the United States. OCIA staff will protect faculty and staff publication interests.

UTSA, nonetheless, recognizes the legitimate proprietary concerns of industrial sponsors. Where appropriate, publications may be reviewed by sponsors in order to protect patent rights. Similarly, on those occasions where a sponsor’s proprietary information has been accepted as necessary background data for a research project, the sponsor may review proposed publications in order to identify any inadvertent disclosure of that data. Procedures would normally allow thirty days for such reviews.

### **Patent Policy**

The basic aim of UTSA’s intellectual property policy is to promote the progress of science and technology, to assure that discoveries and inventions are used to benefit the public, and to provide appropriate royalty revenues to the university inventor.

UTSA has an interest in all inventions of its personnel which are conceived of or first actually reduced to practice as part of or as a result of a university administered program of research; activities within the scope of the inventor’s employment by UTSA; or activities involving the use of UTSA time, facilities, or materials. This includes all funded research projects whether from public or private sources.

The University of Texas System Board of Regents has a right to ownership of any invention in which it has an interest. In cases where joint inventorship results from collaborative agreements with industrial sponsors, joint ownership terms are negotiated as appropriate. UTSA will normally grant the right of first refusal to the sponsor for an

exclusive or nonexclusive license. Where UTSA is a subcontractor to an industrial firm under a federally funded program, this policy remains the same with the exception that the federal government is granted non-exclusive rights for government use only. In addition, UTSA must comply with certain government reporting and licensing requirements of the Bayh-Dole Act (P.L. 96-517) for inventions resulting from federally sponsored research. Further information about patent, copyright and licensing policies can be obtained by contacting STTM.

### **Costs**

Industry grants and contracts which support sponsored projects should include both direct and indirect costs. Current fringe benefit and indirect cost rates and bases are available from the Office of Sponsored Programs (<http://vpr.utsa.edu/osp/>). Where UTSA is a subcontractor to an industrial firm under a federally sponsored program, the current federally negotiated indirect cost rates and fringe benefit rates will apply (unless the federal program specifies a lower indirect cost rate).

### **Liability, Indemnification, Risk and Reasonable Best Efforts**

Since research by its very nature is unpredictable and without guarantee of successful results, research is conducted on a reasonable “best efforts” basis. However, research projects are organized in a manner which is sensitive to the differing time constraints of sponsors. Contract provisions cannot be accepted 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. Furthermore, UTSA does not “warrant” research and work product/deliverables.

It is UTSA’s expectation that each party will be responsible for its own negligent acts or omissions. In addition, UTSA cannot accept contract provisions requiring UTSA to carry liability insurance in addition to the types and levels established by Texas law and/or the State of Texas.

### **Project Administration**

UTSA’s policies pertaining to health and safety (such as those governing protection of human subjects, bio-safety, occupational and environmental protection and animal welfare) are applicable to all research conducted at UTSA. Projects are also conducted in conformance with equal protection and affirmative action principles established at the Federal and State levels. UTSA has strong financial management programs that insure careful control and accountability of all expenditures and high standards of performance in all research projects.

### **Conflicting Interests or Obligations**

UTSA’s conflict of interest policy and procedures govern requirements for investigator financial disclosures.

UTSA does not accept contracts with blanket provisions that preclude the investigator from performing research for others in related areas.

Additional information on conflict of interest and other areas of research compliance (such as export controls) can be found on the Office of Research Integrity and Compliance webpage (ORIC, <http://vpr.utsa.edu/oric/>).

### **Termination**

In the event a funding agreement is terminated by the sponsor for any reason, the sponsor will be expected to reimburse UTSA for all costs incurred through the date of termination and for all noncancellable obligations.

### **Information**

For further information, contact the Office of Contracts and Industrial Agreements at 210.458.7806.