



RESEARCH & INNOVATION

Collaborating with the University of Copenhagen
The University's Overall Principles

A guide for our collaboration partners

Research & Innovation

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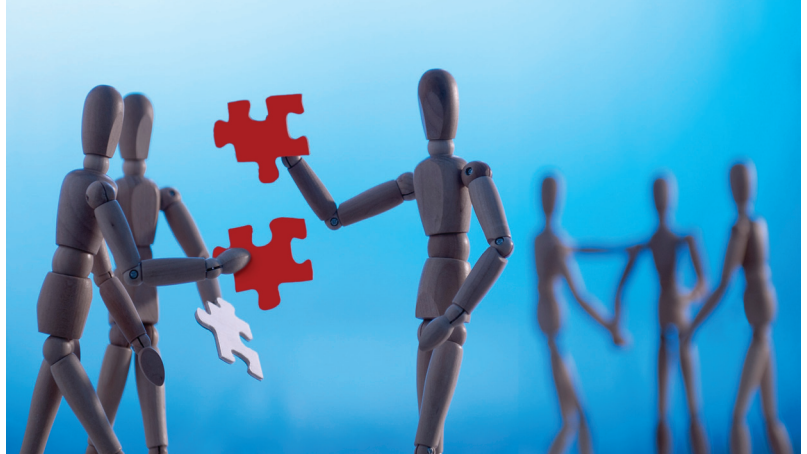
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INTRODUCTION



Knowledge dissemination is both an explicit aim and an obligation for the University of Copenhagen. Our knowledge is disseminated through the following channels:

- Publications
- Teaching activities
- Collaboration with external partners
- Participation in public debate

The University of Copenhagen places great importance on its collaborative relations with external partners and we strive to enter collaboration agreements as fast and as smoothly as possible. In this process, the University focuses more on the transfer of knowledge and less on financial return.

In the following pages we'll take you through the overall principles of the University's collaboration with external partners. The brochure addresses both University employees and external parties depending on how you read it, literally speaking! This is to ensure that our external partners and University staff have a similar frame of reference when entering different forms for collaboration. The brochure is also available in Danish.

You can download the brochure from Research & Innovation's homepage at www.fi.ku.dk/english under 'The Tech Transfer Office' where you can find more detailed information. However, please do not hesitate to contact one of the Tech Transfer Office staff if you have any questions.

COLLABORATING WITH THE UNIVERSITY OF COPENHAGEN – THE OVERALL PRINCIPLES

The University of Copenhagen is part of the Danish public administration and must comply with a range of rules and regulations when carrying out its activities (for example, these include: the Act on Universities, the Danish Public Administration Act and the Act on Inventions at Public Research Institutions). Although these rules and regulations are not applicable for private companies it might be useful to have a general understanding for these rules and regulations before embarking on a collaborative project with the University of Copenhagen.

The University operates with the following overall principles:

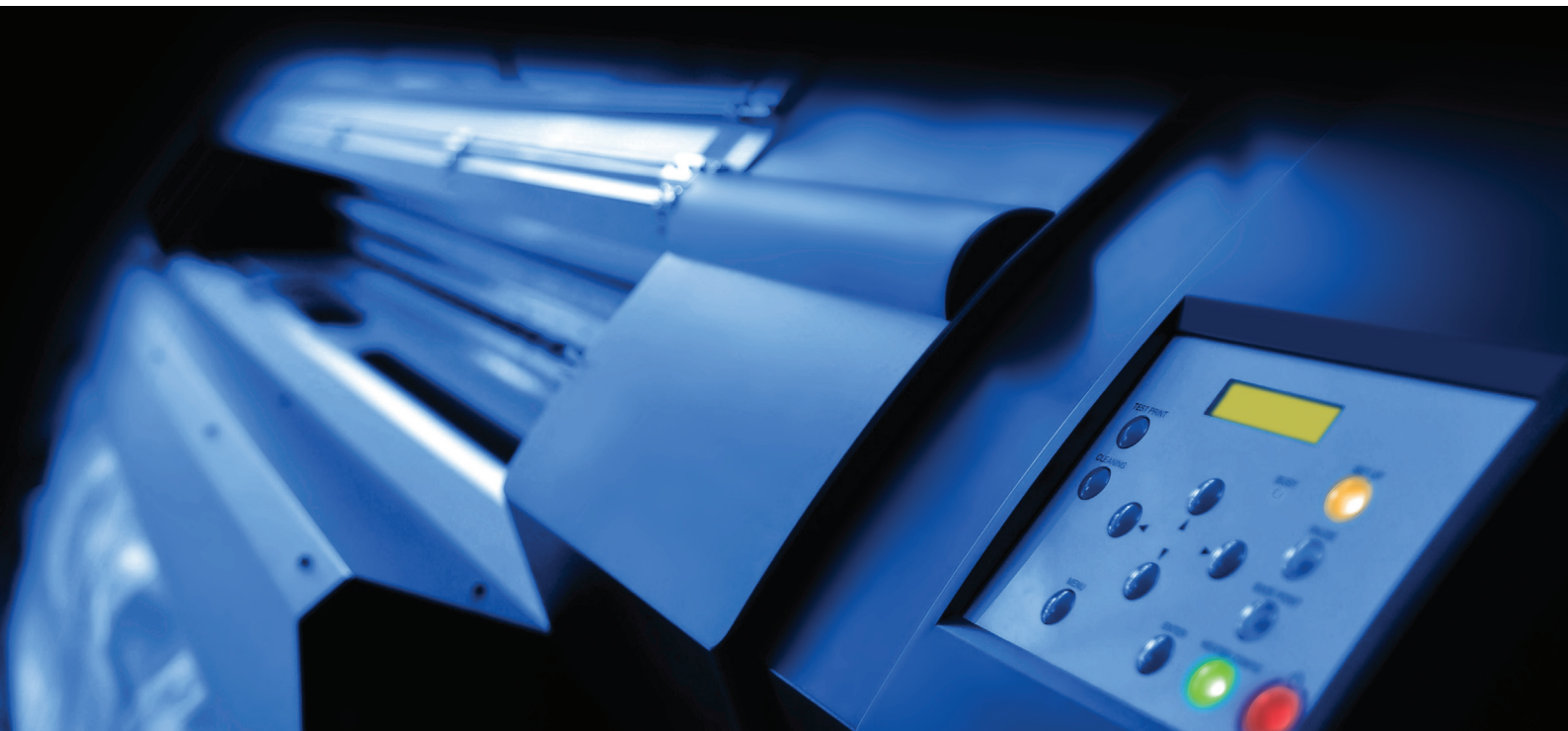
- The University is one legal entity. This means that external parties enter agreements with the University of Copenhagen – not with individual faculties, departments or researchers. External parties therefore meet the same framework conditions no matter which university faculty or department is involved in the collaboration.
- The University's Tech Transfer Office at Research & Innovation is responsible for negotiating various collaboration agreements between the University and external parties.
- In all agreements entered by the University of Copenhagen, it is a prerequisite that our researchers are able to publish their research results and use them for research purposes.
- The University of Copenhagen must observe state aid rules and is not allowed to enter favourable agreements with specific companies or use public funds to further private companies.
- The University of Copenhagen must enter agreements on market terms, in particular agreements regarding intellectual property rights (IPR).
- Researchers employed at the University of Copenhagen have an obligation to disclose research results with commercial potential to the University (Act on Inventions at Public Research Institutions). The University will subsequently decide whether or not it wishes to assume rights to the research results in question.
- The University of Copenhagen must ensure the exploitation of research results transferred to private companies.

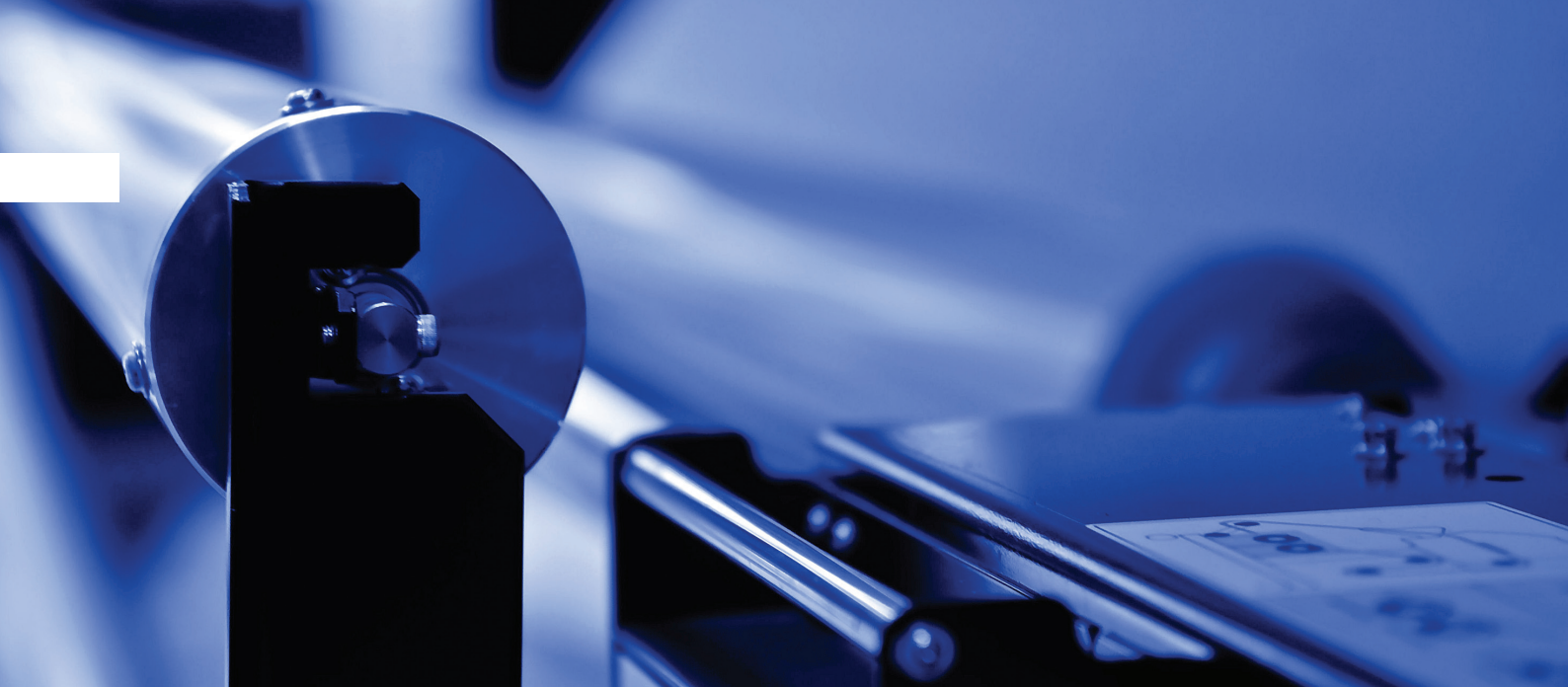
CONFIDENTIALITY AND PUBLICATION

CONFIDENTIALITY

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

The University of Copenhagen's management team has decided that non-disclosure of an external party's confidential knowledge cannot exceed a period of three (3) years from the end of a collaborative project, unless specific circumstances justify an extension of this period.





PUBLICATION

The University strives, and is obliged, 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).

Publication of research results, produced in collaboration with the University of Copenhagen, can usually be delayed by a maximum of three months (one month where the external party can comment on the material that is to be published, and two months where the company can patent its own results). This period can be divided differently.

COLLABORATING WITH THE UNIVERSITY OF COPENHAGEN

In any legally binding collaboration agreement, it is important for the parties to know exactly who they are entering the agreement with. At the University of Copenhagen it is the Tech Transfer Office who clarifies ownership rights between the University and University employees, so that the external party knows whether the agreement is made with a public research institution (the University) or with a private individual (the researcher).

The University's Tech Transfer Office negotiates and approves most of the collaboration agreements with external parties containing clauses on intellectual property rights (existing or future). The Tech Transfer Office also ensures that agreements are signed by an authorised signatory of the University (usually the head of department). The Tech Transfer Office clarifies internal ownership issues and ensures that the University enters agreements according to rules and regulations.

Researches employed at the University of Copenhagen 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, the researcher's head of department has the authority to enter agreements on behalf of the University. The head of department must always be informed about these agreements, and the proper authorisation must be obtained by them.

In the following pages we'll go through the most common collaboration agreements that the University of Copenhagen enters with external parties, and which must be approved and/or negotiated by the University's Tech Transfer Office:

CO-FINANCED RESEARCH COLLABORATION AGREEMENTS

These are agreements where:

- both the University and the external party contribute to the project with resources (money, equipment, time);
- both parties have rights to the project's joint research results. The results must also be published in case the collaboration does not lead to the results that one or both parties had hoped for;
- the activities must be part of the normal activities of the department in question and have to be part of 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; and
- 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.

Approval:

Research & Innovation (the Tech Transfer Office) if the agreement contains clauses regarding ownership and exploitation of intellectual property rights (IPR)

Signature:

the head of department

These are agreements where:

- an external party would like the University to solve a specific research-related task;
- the University must have its direct and indirect costs covered during the project, including administrative expenses (overheads)¹;
- the external party can influence the research subject and the project planning;
- the rights to research results belong to the external party; and
- the University researchers have the right to publish the research results.

Approval:

Research & Innovation (the Tech Transfer Office) if the agreement contains clauses regarding ownership and exploitation of intellectual property rights (IPR)

Signature:

the head of department

¹ *Overhead rates for the Faculties of Science, Health and Medical Sciences and BRIC: salary + 180%;
Overhead rates for the Faculties of Humanities, Social Sciences, Law and Theology: salary + 150%*

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:

Research & Innovation (the Tech Transfer Office)

Signature:

the head of department

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

These agreements are used when the external party and the University's researcher(s) want to exchange knowledge related to a specific research project. It is very important that the knowledge is kept confidential. Together with the external party, the Tech Transfer Office will assist in defining a narrow NDA that suits both the University researcher and the external party.

Approval:

Research & Innovation (usually the Tech Transfer Office)

Signature:

the head of department

LICENSE AGREEMENTS

A license agreement is usually entered as result of a University researcher having disclosed an invention to the University, and the University having assumed rights to this invention (according to the Act on Inventions as Public Research Institutions). The University of Copenhagen's Tech Transfer Office will subsequently seek to commercialise the invention through one or more license agreements with Danish and/or international companies.

The University of Copenhagen enters both exclusive and non-exclusive license agreements.

- The University must ensure that the external party tries 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.
- Exclusivity can be related to geographical territory and/or to field of application.
- The University negotiates the commercial terms for the license agreement on market terms. This will include royalties to the University when (and if) 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 department(s) in question and the University.
- 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 and signature:

Research & Innovation (the Tech Transfer Office)

SPONSORSHIP AGREEMENTS

These agreements:

- are all private donations related to the University's core activities (but cannot be funding for research); and
- must be entered between a sponsor on one side and a centre, department, faculty or the University's Central Administration on the other. A University employee cannot enter a sponsorship agreement by himself/herself.

There must be a written agreement between the sponsor and the department/faculty.

Approval:

the head of department

We hope you have found this guide helpful. Please do not hesitate to contact the Tech Transfer Office for advice. You can get more information on our website: www.erhverv.ku.dk/english





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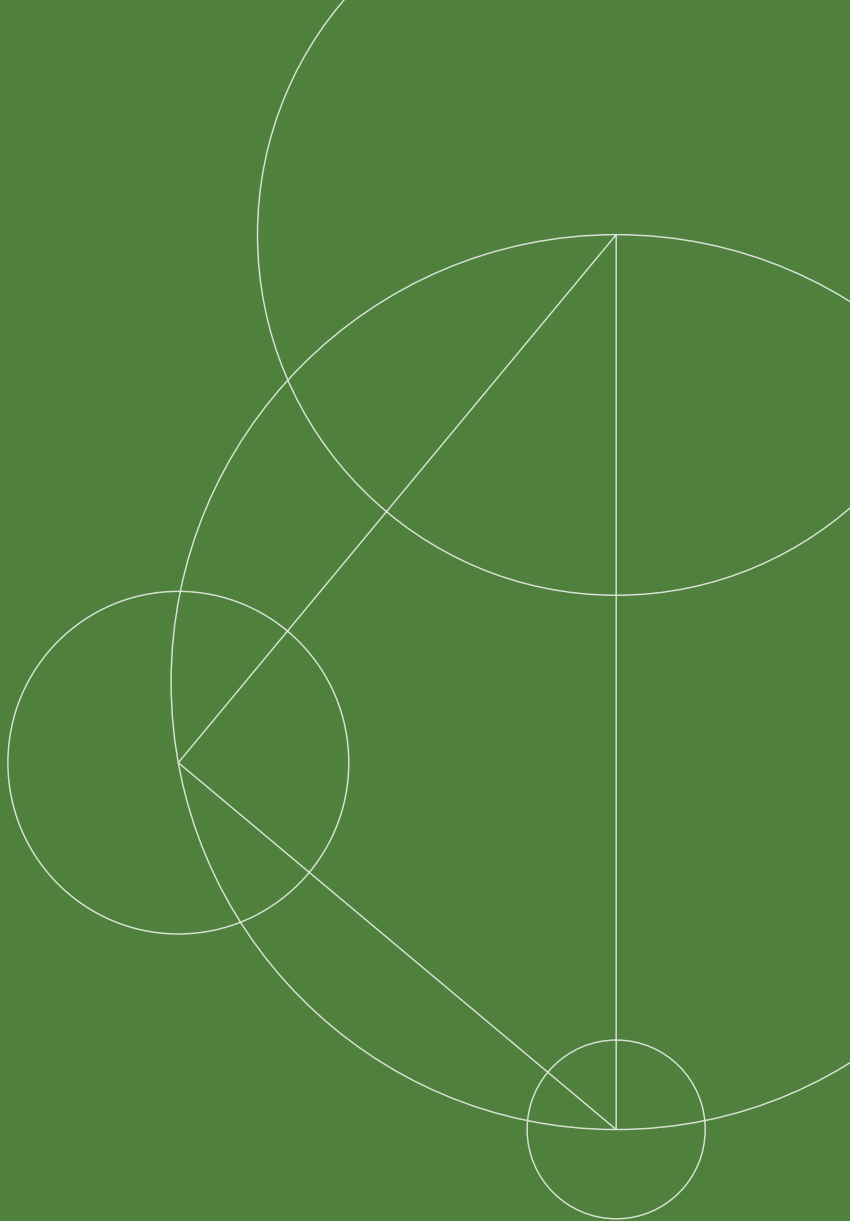
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WHO DO YOU CONTACT FOR DIFFERENT AGREEMENTS?

CONTACT RESEARCH & INNOVATION (THE TECH TRANSFER OFFICE)

When you are presented with agreements containing clauses about ownership to and/or the right to exploit existing or future intellectual property (IP). You will mainly find these clauses in the following agreements:

- Research collaboration agreements with IPR (co-financed and contract research)
- Agreements relating to the Danish National Advanced Technology Foundation
- Confidentiality Agreements (CDA)/Non-disclosure Agreements (NDA)
- Material Transfer Agreements (MTA)
- License agreements (both with existing companies and with new spin-outs)
- Co-financed PhDs (regarding supervisor's IPR)
- Industrial PhDs and Industrial post.docs. (regarding supervisor's IPR)
- Co-financing of positions
- Industrial professorships
- Overall framework agreements between the University (multi-faculty) and external partners

You also have to contact the Tech Transfer Office if you think you have produced research results with commercial potential (inventions).



CONTACT YOUR DEPARTMENT/FACULTY

when you are presented with agreements where:

- the University is a party but the agreement does not contain clauses regarding intellectual property rights (IPR); or
- where the department/faculty can use the University's standard agreements (which can be acquired by contacting the Tech Transfer Office).

The following agreements are the most common:

- Contract research without IPR
- Clinical Trial Agreements
- Thesis agreements*
- Agreements on student internships*
- Co-financed PhDs*
- Industrial PhDs and Industrial post.docs.*
- Research collaboration agreements without IPR
- Agreements on gifts, donations and sponsorships
- Centre- and consortium agreements
- Public sector consultancy framework agreements
- Establishment of academies and research schools
- Educational agreements

The above lists are not exhaustive. You are more than welcome to contact the Tech Transfer Office in Research & Innovation if you have questions regarding who can assist you with different agreements.

**These agreements often contain elements regarding rights to new research results produced (partly) by a supervisor employed at the University of Copenhagen. These clauses have to be approved by the Tech Transfer Office. The agreements can be entered at the department/faculty level if they do not contain such clauses.*

COLLABORATING WITH EXTERNAL PARTNERS – THE OVERALL PRINCIPLES

The University of Copenhagen is part of the Danish public administration and must comply with a range of rules and regulations when carrying out its activities (for example, these include: the Act on Universities, the General Administrative Procedures Act and the Act on Inventions at Public Research Institutions).

The University operates with the following overall principles:

- The University is one legal entity. This means that external parties enter agreements with the University of Copenhagen – not with individual faculties, departments or researchers. External parties therefore meet the same framework conditions no matter which university faculty or department is involved in the collaboration.
- The University's Tech Transfer Office at Research & Innovation is responsible for negotiating various collaboration agreements between the University and external parties.
- In all agreements entered by the University of Copenhagen, it is a prerequisite that our researchers are able to publish their research results and use them for research purposes.
- The University of Copenhagen must observe state aid rules and is not allowed to enter favourable agreements with specific companies or use public funds to further private companies.
- The University of Copenhagen must enter agreements on market terms, in particular agreements regarding intellectual property rights (IPR).
- As an employee of the University of Copenhagen, you have an obligation to disclose research results with commercial potential to the University (Act on Inventions at Public Research Institutions). You can do that by sending an invention disclosure form to the Tech Transfer Office. (You can download the form on www.tt.ku.dk.) The University will subsequently decide whether or not it wishes to assume rights to the research results in question.
- The University of Copenhagen must ensure the exploitation of research results transferred to private companies.

CONFIDENTIALITY AND PUBLICATION

CONFIDENTIALITY

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

The University of Copenhagen's management team has decided that non-disclosure of an external party's confidential knowledge cannot exceed a period of three (3) years from the end of a collaborative project, unless specific circumstances justify an extension of this period.





PLEASE BE AWARE THAT RESEARCH RESULTS THAT HAVE BEEN PUBLISHED DURING MEETINGS AND CONFERENCES AS POSTERS AND ARTICLES ETC. ARE NO LONGER NOVEL AND CANNOT BE PATENTED. IF IN DOUBT, PLEASE CONTACT THE TECH TRANSFER OFFICE.

PUBLICATION

The University strives, and is obliged, 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).

Publication of research results, produced in collaboration with an external party, can usually be delayed by a maximum of three months (one month where the external party can comment on the material that you wish to publish, and two months where the company can patent its own results). This period can be divided differently.

Sending a publication for review is not regarded as publication, but you need to show a degree of diligence by marking the manuscript 'confidential'.

COLLABORATING WITH EXTERNAL PARTNERS

It is very important for private sector companies that questions relating to ownership of research results have been dealt with by the University, in relation to you as a university employee. Companies need to know exactly who they are about to enter an agreement with.

Most collaboration agreements that you may wish to enter with an external party need to be presented to the Tech Transfer Office at Research & Innovation before it is signed by your head of department. The Tech Transfer Office staff will look through the collaboration agreement with a view to protecting you as a University researcher and your specific research field.

As an employee of the University of Copenhagen, you cannot enter into binding agreements and collaborations with external parties on behalf of the University. An agreement must be signed by an authorised signatory in order for it to be valid. In most cases, your head of department has the authority to enter collaboration agreements on behalf of the University. Make sure your head of department is always informed about these agreements, and that the proper authorisation is obtained by them.

In the following pages we'll go through the most common collaboration agreements that need to be:

- checked by the Tech Transfer Office; **and**
- authorised by your head of department and/or the Tech Transfer Office.



CO-FINANCED RESEARCH COLLABORATION AGREEMENTS

These are agreements where:

- both the University and the external party contribute to the project with resources (money, equipment, time);
- both parties have rights to the project's joint research results. These results also need to be published in case the collaboration does not lead to the results that one or both parties had hoped for;
- the activities must be part of the normal activities of the department in question and be part of the overall aims and objectives of the University (research, teaching, knowledge dissemination);
- the University will ensure that you can still perform research within the area in question after the agreement has been signed, and that you are still free to collaborate with other companies and organisations; and
- the external party can get access to a license or can purchase of the project's research results, depending on who has contributed to what in the production of the result(s) in question.

Approval:

Research & Innovation (the Tech Transfer Office) if the agreement contains clauses regarding the ownership and exploitation of intellectual property rights (IPR)

Signature:

your head of department

COLLABORATION AGREEMENTS ON CONTRACT RESEARCH

These are agreements where:

- an external party would like you to undertake or solve a specific research-related task;
- the University must have its direct and indirect costs covered during the project including administrative expenses (overheads)¹;
- the external party can influence the research subject and the project planning;
- the rights to inventions belong to the external party; and
- you (usually) have the right to publish the research results.

Approval:

Research & Innovation (the Tech Transfer Office) if the agreement contains clauses regarding the ownership and exploitation of intellectual property rights (IPR)

Signature:

your head of department

¹ *Overhead rates for the Faculties of Science, Health and Medical Sciences and BRIC: salary + 180%;
Overhead rates for the Faculties of Humanities, Social Sciences, Law and Theology: salary + 150%*

MATERIAL TRANSFER AGREEMENTS (MTA)

These agreements are used when you and an external party want to exchange material(s). The Tech Transfer Office will help you protect the knowledge that you share with the external party and make sure that the MTA does not block future research and commercialisation activities.

Approval:

Research & Innovation (usually the Tech Transfer Office)

Signature:

your head of department

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

These agreements are used when you and an external party want to exchange knowledge related to a specific research project. It is very important that this information is kept confidential. The Tech Transfer Office will assist you in defining a narrow NDA so that it does not limit the freedom to perform research for you or your colleagues.

Approval:

Research & Innovation (usually the Tech Transfer Office)

Signature:

your head of department

LICENSE AGREEMENTS

A license agreement is usually entered as a result of you having disclosed an invention to the University, and the University having assumed rights to this invention (according to the Act on Inventions at Public Research Institutions). The University of Copenhagen's Tech Transfer Office will subsequently seek to commercialise the invention through one or more license agreements with Danish and/or international companies.

The University enters both exclusive and non-exclusive license agreements.

- The University must ensure that the external party tries 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.
- Exclusivity can be related to geographical territory and/or to field of application.
- The University negotiates the commercial terms for the license agreement on market terms. This will include royalties to the University when (and if) the external party starts to generate an income based on the University invention. The net income from the invention will be divided between you (and co-inventors if applicable), your department and the University.
- The University will ensure that you can continue your research activities within the research field in question after the University and the external party have signed the license agreement.

Negotiation and signature:

Research & Innovation (the Tech Transfer Office)

SPONSORSHIP AGREEMENTS

These agreements:

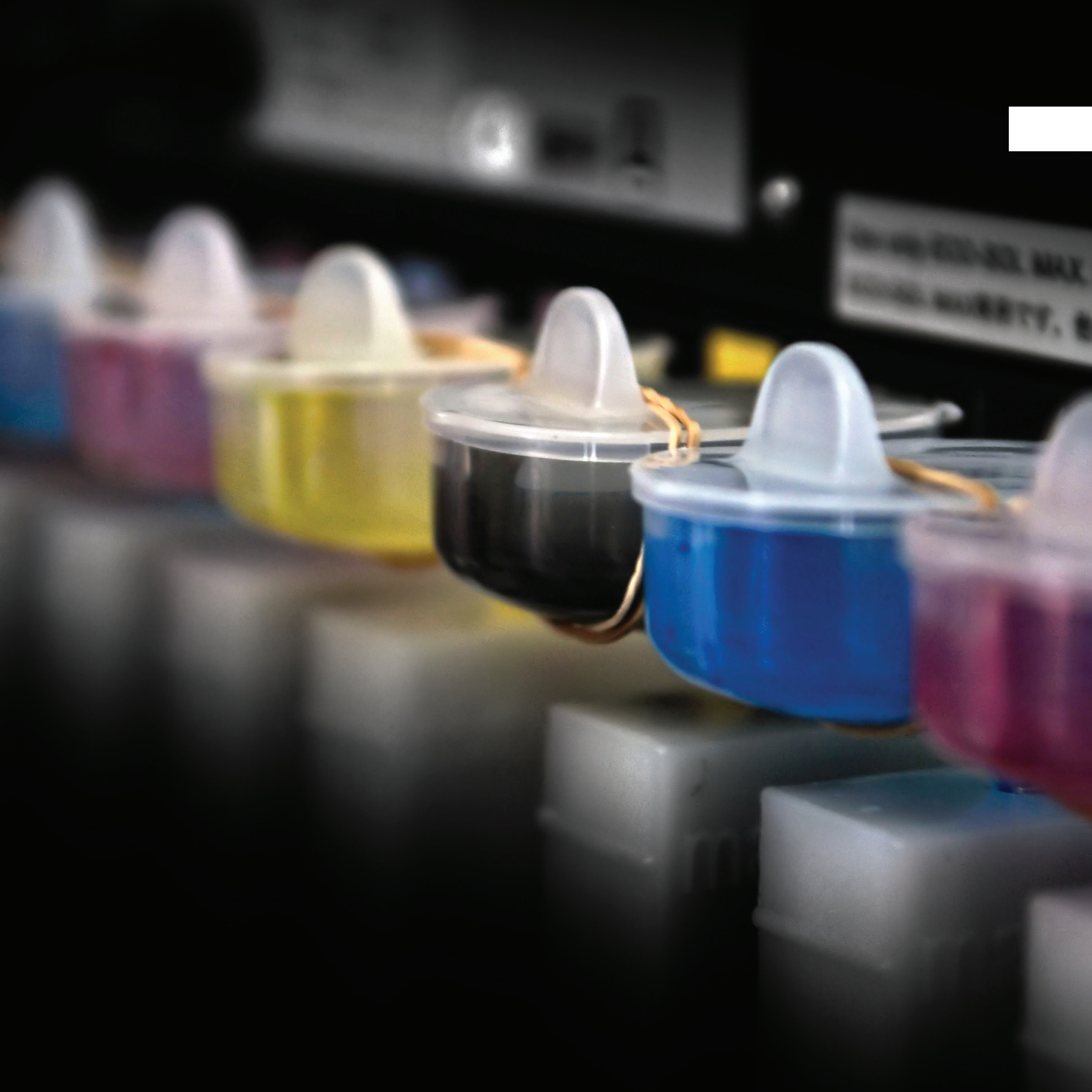
- are all private donations related to the University's core activities (but cannot be funding for research); and
- must be entered between a sponsor on one side, and a centre, department, faculty or the University's Central Administration on the other. A University employee cannot enter a sponsorship agreement by himself/herself.

There must be a written agreement between the sponsor and the department/faculty.

Approval:

your head of department and your Dean must be informed

We hope you have found this guide helpful. Please do not hesitate to contact the Tech Transfer Office for advice. You can get more information on our website: www.erhverv.ku.dk/english



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