



Protecting Your Research Data and Materials...

You are developing a relationship with a potential industry collaborator. You've had a general discussion about mutual research interests. Perhaps you're hesitant to provide them with the details of your ISU research – the methods and results you've built through years of hard work – or, perhaps they are concerned about protecting their proprietary information. So, how do you move forward, protecting confidential or proprietary research data and materials, while exploring or implementing mutually beneficial research opportunities?

Balancing the university's drive to create and disseminate knowledge through public disclosure (e.g. publications and presentations) of research with industry's desire to create market value and increase profitability can be achieved through the use of the appropriate agreement for your circumstances. These include Non-Disclosure Agreements [also called Confidential Disclosure Agreements (CDA) or Proprietary Information Agreements (PIA)], Material Transfer Agreements, and Data Use Agreements, which protect the interests of both the university and industry collaborators.



General Tips

- Encourage sponsor to use ISU's standard agreement templates.
- Use the OIPTT Request Form - <http://www.ospa.iastate.edu/mta-cda-form>.
- Provide sufficient time for agreement negotiation and any necessary compliance checks.

Non-Disclosure Agreement (NDA)

INFORMATION

- Used when the provider of confidential information wishes to disclose that information to another party while maintaining its confidentiality and restricting its use.
- Often has two set periods of time - one period for disclosing information and a second for keeping the disclosed information confidential.
- Best practice is to have disclosed information identified and marked as confidential.
- Discussions that may disclose ISURF intellectual property require an NDA that will be reviewed and signed by ISURF.

TIPS

- While NDAs are useful to protect inventions and ideas, having an NDA in place does not mean that you should give away the "secret sauce."
- NDAs' rights do not travel with you. If you transfer to or from ISU, a new NDA is needed.
- Obligations under an NDA do transfer with you. If you leave ISU, the obligation to keep information confidential accompanies you.

- An NDA is not a collaboration or research agreement. Research should not be conducted under an NDA.

Material Transfer Agreement (MTA)

INFORMATION

- Used when researchers want to exchange material (biological, chemical, software, etc.).
- Should clearly define the material and how it may be used.
- Material transfers that involve ISURF intellectual property require an MTA that will be reviewed and signed by ISURF.

TIPS

- The Uniform Biological MTA (“UBMTA”) is a standardized MTA that is frequently used for exchanging biological materials between universities and non-profits.
- If materials are reasonable to purchase on the retail market, purchase them rather than use an MTA.
- Materials developed at ISU belong to ISU, and materials developed at your former employer belong to the former employer.
- Don’t transfer or accept material until the agreement is signed by all parties.
- MTAs often have intellectual property rights or funding restrictions that you need to be aware of prior to providing or accepting material.
- An MTA is not a collaboration or research agreement.

Data Use Agreement (DUA)

INFORMATION

- Used for exchanging data that is confidential or has restrictions on how it can be used.
- Should clearly define the dataset and term of use.
- Often functions like a non-disclosure agreement but may involve work and potential sharing of results.

TIPS

- Use the MTA request form to request a data use agreement.
- Personally identifiable information of human subjects in a dataset may require special terms.
- May need to generalize results for publication.

Contact Information

OIPTT Request Form	http://www.ospa.iastate.edu/mta-cda-form	
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