

Working with Industry Users

Topics

- Concerns of our industry users
- Problems with Non-Disclosure Agreements
- Developing a new Standard Services Agreement.

Penn Regional Nanotechnology Facility

- **Service center for the University**
 - Facility specializes in electron microscopy, atomic force microscopy, and ion scattering (tandem alpha particle accelerator).
 - 500 total users
 - 300 users with one or more session per year
 - 20-25 from industry
 - Services for outside users
 - “Testing” services
 - “hands-on” use of University instruments



Developing policies for the



Concerns of Our Industry Users

- **Keeping the results private**
 - First task is to dispel the belief that academics want to publish everything.
- **Security of the data produced**
- **Sample Handling/Chain of Custody**
- **Who “Owns” any new discoveries**

Non-Disclosure Agreements

- **Problems:**
 - Terms and penalties for confidentiality clauses unacceptable to the University
 - [More about this later](#)
 - Covered confidentiality of data, but not necessarily other issues, such as sample and data handling
 - In the past, the staff member was expected to sign “as an individual”
 - No protection for the University or staff member

Confidentiality

- **Dueling confidentiality clauses**

- **Theirs:**

- keep the information furnished pursuant to this Agreement secret and confidential and **not disclose any of it to any person** other than individuals who are directors or employees...Recipient agrees that **it will be liable for any disclosure** of Confidential Information by any director or employee of the... **for a period of no less than 6 years.**

- **Ours:**

- Penn and its employees, faculty, students and related personnel **shall not be obligated to keep confidential** or not use any information, data, or materials...

Standard Services Agreement

Type I

- **Testing Services (No “hands-on” use by industry user)**
 - Confidentiality
 - New Clause: University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of three (3) years...
 - Sample and data security
 - Industry user may specify reasonable levels of security
 - Security of results
 - Export controls
 - Other clauses to protect the University and staff members.
 - indemnification, disclaimer of warranties, liability limits

Standard Services Agreement

- **Use of University Equipment**

- Same conditions for Type I Usage, plus
- Required training
 - Proof of lab safety training
 - Training to use University Equipment
- Proof of Insurance

Type II

Intellectual Property

- **Two Models:**
 - Collaborative arrangements with individual faculty members
 - Clause in New Standard Services Agreement
 - For testing by staff members, Intellectual Property pertaining to samples belongs to the outside user.
 - Techniques developed to test samples belong to the University

The Next Steps

- **Introduce New Service Agreement to outside users**
 - As the NDA's with industry users expire or new users apply, bring them on board with the new Services Agreement.
- **Broaden scope of new Services Agreement**
 - Broaden the agreement to cover the Center for Nanotechnology (due to be completed by Summer 2013)