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 new Center for Nanotechnology
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

- **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
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)