Gear Up For Grants

Working with Industry
Business Development

• Build corporate and foundation research relationships that benefit faculty, students, staff, and the university

• Assist faculty to identify best methods to approach corporations and foundations
Business Development

• Jolynne Tschetter, Exec. Dir. Corporate and Foundation Research Relations
• Joycelyn Lucke-Love, Assist. Director of Business Development
• Nicole Boyer, Business Development Coordinator
What is industry engagement?

• Sponsored research projects
• Student internships
• Alumni events
• Career fairs
• Collaborative research

• Endowments
• Industrial Advisory Boards
• Guest lectures
• Departmental seminars
Who works with industry?

- **College of Agriculture, Food Systems and Natural Resources**
  - Agribusiness and Applied Economics
  - Agricultural and Biosystems Engineering
  - Plant Pathology
  - Plant Sciences
  - School of Natural Resource Sciences

- **College of Business**
  - Accounting, Finance, and Information Systems

- **College of Arts, Humanities and Social Sciences**
  - Architecture and Landscape Architecture
  - Communication
  - English
  - Modern Languages
  - Women and Gender Studies

- **College of Engineering**
  - Agricultural and Biosystems Engineering
  - Civil and Environmental Engineering
  - Construction Management and Engineering
  - Electrical and Computer Engineering
  - Industrial and Manufacturing Engineering
  - Mechanical Engineering
Who works with industry? (2)

• College of Human Development and Education
  – Health, Nutrition, and Exercise Sciences
  – Human Development and Family Science
  – School of Education

• College of Health Professions
  – Allied Sciences
  – Nursing
  – Pharmaceutical Sciences
  – Public Health

• College of Graduate and Interdisciplinary Studies

• College of Science and Mathematics
  – Biological Sciences
  – Chemistry and Biochemistry
  – Coatings and Polymeric Materials
  – Computer Science
  – Physics
  – Statistics

• UGPTI
• Technology Transfer Office
• Undergraduate Center for Writers
• VDL
• Core Laboratories
• Wellness Center
• Student Affairs
Goals

• A sustainable, mutually beneficial relationship between the university and industry involving both personal and institutional relationships.
RESEARCH AND INDUSTRY
Why industry sponsored research?

University
- More applied research
- Additional source of research funding
- Educational experience for students

Industry
- Access to students
- Access to expertise not on staff
- Access to additional capabilities
Challenge

University
• Mission
  – Education of students
  – Creation of knowledge
  – Dissemination of knowledge
• Timelines
  – Work on an academic calendar
  – Timeline extensions not uncommon

Industry
• Mission
  – Create value for investors
  – Provide useful goods and services
  – Expand state of the art
• Timelines
  – Works in the “now”
  – Hard deadlines
Managing expectations

- NDSU is an educational institution not a contract research organization.
  - Students often work on projects
  - Expectation to publish
  - IP ownership is retained but licenses (or options available)
Managing expectations

• Projects involve varying degrees of research (think big R&d)
  – Inherent risk
  – No guarantees
    • Project outcome may not be what is expected
    • Technical issues may arise that are not surmountable within the constrains of the project
Initial meeting

- Keep conversation general if no CDA or NDA in place
- Listen and ask questions:
  - Has the company worked with universities in the past?
  - Why are they interested in working with NDSU?
  - What is their area of expertise vs the project they are interested in?
  - What are their priorities?
Next steps

• Are more in depth conversations needed?
  – Contact Joycelyn if CDA or NDA is needed

• Who should be working with on the project?
  – Often problems brought to us by industry are multifactorial in nature and are best solved by a team approach

• Define the scope of work
  – Input from company on scope of work will vary by company and project
  – Avoid discussion of funding until there is a firm understanding of the scope of the project.
Budget

• No profit/no loss
  – What does this mean?
• Submit PTF and budget to SPA for approval before giving to company
• Provide fully burdened budget to company
<table>
<thead>
<tr>
<th>A. Salaries and Wages</th>
<th>Requested Funds</th>
<th>Burdened Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Investigator/Faculty</td>
<td>$10,000.00</td>
<td>$12,500.00</td>
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<tr>
<td>Fringe Rate</td>
<td>$1,000.00</td>
<td>$1,571.43</td>
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<tr>
<td>Staff</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe Rate</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Student(s)</td>
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<tr>
<td>Fringe Rate</td>
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<tr>
<td>Total personnel</td>
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</table>

<table>
<thead>
<tr>
<th>B. Operating Expenses</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition or Textbooks</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Materials and Supplies</td>
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<td>Postage</td>
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<tr>
<td>Printing</td>
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<td>$0.00</td>
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<tr>
<td>Renter(s)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Operating Fees and Services</td>
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<td>$12,500.00</td>
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<tr>
<td>Professional Fees</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Other Expenses</td>
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<td>$0.00</td>
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<tr>
<td>Total Operating Expenses</td>
<td>$15,500.00</td>
<td>$19,250.00</td>
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<table>
<thead>
<tr>
<th>C. Equipment</th>
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</thead>
<tbody>
<tr>
<td>Expendable Equipment (&lt;$5,000)</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Capitalized Equipment (&gt;85,000)</td>
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<td>$0.00</td>
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<tr>
<td>Total equipment</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>D. Travel</th>
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</thead>
<tbody>
<tr>
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<td>$0.00</td>
</tr>
<tr>
<td>Total travel</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Other</th>
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<tr>
<td>Subcontracts</td>
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<td>$0.00</td>
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<td>Subcontracts</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Subcontracts</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| F. Total Direct Costs         | $40,000.00      |               |

| G. Facilities and Administration | 45.00% | $18,000.00 |

| H. Total Costs                | $58,000.00      | $65,500.50   |

*Calculation fields and subtotals for internal purposes only
** Provided to demonstrate F&A calculations for industry budgets
Note: The above version would be internal to the NDSU and would not be sent to the sponsor.
### Sample Industry Budget Worksheet - Source Data

<table>
<thead>
<tr>
<th>Category</th>
<th>Requested Funds</th>
<th>Burdened Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Salaries and Wages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal Investigator(s)/Faculty</td>
<td>$3,000.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Fringe Rate</td>
<td>35.00%</td>
<td></td>
</tr>
<tr>
<td>Staff</td>
<td>$3,500.00</td>
<td>$5,075.00</td>
</tr>
<tr>
<td>Fringe Rate</td>
<td>45.00%</td>
<td></td>
</tr>
<tr>
<td>Student(s)</td>
<td>$9,000.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>Fringe Rate</td>
<td>15.00%</td>
<td></td>
</tr>
<tr>
<td>Total personnel</td>
<td>$23,500.00</td>
<td>$34,582.50</td>
</tr>
</tbody>
</table>

| **B. Operating Expenses**       |                 |               |
| Tuition or Textbooks            | $0.00           | $0.00         |
| Materials and Supplies          | $6,500.00       | $9,425.00     |
| Postage                         | $0.00           | $0.00         |
| Printing                        | $0.00           | $0.00         |
| Repairs                         | $0.00           | $0.00         |
| Rents & Leases                  | $0.00           | $0.00         |
| Operating Fees and Services     | $10,000.00      | $14,500.00    |
| Professional Fees               | $0.00           | $0.00         |
| Other Expenses                   | $0.00           | $0.00         |
| Total Operating Expenses         | $16,500.00      | $23,925.00    |

| **C. Equipment**                |                 |               |
| Expendable Equipment (<$5,000)  | $0.00           | $0.00         |
| Capitalized Equipment (≥$5,000) | $0.00           | $0.00         |
| Total equipment                  | $0.00           | $0.00         |

| **D. Travel**                   |                 |               |
| Travel                          | $0.00           | $0.00         |
| Total travel                    | $0.00           | $0.00         |

| **E. Other**                    |                 |               |
| Subcontracts                    | $0.00           | $0.00         |
| Subcontracts                    | $0.00           | $0.00         |
| Subcontracts                    | $0.00           | $0.00         |
| Subcontracts                    | $0.00           | $0.00         |
| Total Subcontracts              | $0.00           | $0.00         |

| **F. Total Direct Costs**       | $40,350.00      |               |

| **G. Facilities and Administration** | $3,957.50      |               |
| **H. Total Costs**               | $58,507.50      | $58,507.50     |

*Calculation fields and subtotal for internal purposes only.
** Provided to demonstrate F&A calculations for industry budgets.

Note: The above version would be internal to the NDSU and would not be sent to the sponsor.
Industry Assumptions

• Budget is for only costs associated with the project
  – Travel to academic meetings not typically included in budget
• Timeline is reasonable for the project
• Milestones and deliverables will be met within the original timeframe of the agreement
Opportunities for Funding

• Industry sponsored research

• Federal
  – SBIR/STTR

• State
  – Research ND
  – APUC
  – Industrial Commission
  – Lignite Energy Council
Research ND

- Administered through ND Department of Commerce
- State matching grant ($1:$1)
- Application deadlines four times/year
  - February, May, August and November
  - Funded through this biennium
- Requires Partnership Agreement at time of application
- Requires an economic impact to North Dakota
INDUSTRIAL AGREEMENTS
INDUSTRY AGREEMENTS

- Confidential Information Agreements
- Material Transfer Agreements/Data Use Agreement
- Sponsored Research Agreements
  - Express Agreement
  - Sponsored Research Agreement
  - Partnership Agreement (for Research ND proposals)
- Testing Services Agreements
- Academic Research Projects
  (for undergrad, capstone projects)
Confidential Information Agreement

Known by many names:
- Non-Disclosure Agreement -- NDA
- Confidential Disclosure Agreement -- CDA
- Confidentiality Agreement
- Proprietary Information Agreement -- PIA

- But these agreements all serve the same purpose:

To protect information that a party (either NDSU or Company) desires to protect from publication and dissemination to third parties
Trade Secret

“Trade Secret” is not the same as confidential information.

- Trade Secret information is a piece of information that a company keeps as their own, as highly confidential and likely is very valuable to its commercial operations.

- Trade Secret information is defined and protected by State Law and Federal regulations. Trade Secret information can be protected indefinitely!

- Due to the nature of a University setting which practices the dissemination of information, NDSU prefers that it NEVER be exposed to any Trade Secret information.
Important details YOU need to understand:

**Marking NDSU Information**
- All written or tangible information that NDSU provides to a Company MUST BE marked as “Confidential” or “Proprietary” prior to disclosing the information.
- If you orally disclose confidential information, or if a company representative views something in your lab, you need to provide a written description of the general nature of that information, marked as “Confidential” to the company within a set period of time, usually 10-30 days. Review your contract!

**Term of Exchange vs. Term of Protection**
- Term of Exchange – the period of time in which you can disclose or receive information with Company that can be protected by the agreement – in this example one year from the effective/start date.
- Term of Protection – the period of time in which any exchanged information must be protected – in this example three years from the END of the agreement. NOTE: Some agreements state this period from the effective/start date of the agreement.
Material Transfer Agreement

Known by many names:
- Material Transfer Agreement -- MTA
- Evaluation Agreement
- Trial Agreement
- Similar to a Data Use Agreement

The purpose of these agreements is:

To transfer proprietary, tangible materials or data to another entity while restricting the receiving party’s use of the materials.

These agreements contain many terms that are similar to confidentiality agreements.
MTAs with Industry

- Incoming Materials – for use in NDSU research projects (usually sponsored by the Company)
- Outgoing Materials – for Company to evaluate NDSU developed materials or for collaborative research project

- It is important to note that if NDSU received materials under an MTA from any other organization, those materials likely cannot be utilized in Company sponsored research
REMEMBER:

Confidentiality agreements, material transfer agreements and other agreements relating to industry research, whether or not there is funding, must be approved and signed by the Business Development Office.

Most Important:
Ensure that you READ the agreement and UNDERSTAND the terms and your obligations under the contract.
Industry Sponsored Research

- These agreements permit an NDSU PI to undertake a pre-defined course of research for an industry partner that provides funding for the cost of the research.

  - Express Research Agreement
  - Sponsored Research Agreement (negotiated)
  - Partnership Agreements for Research ND
Acquire internal approval for your proposed research with Company

1. Prepare a Scope of Work (SOW) for the project.

2. Prepare a budget which will accurately reflect the full cost of completing the research (including the applicable F&A rate). Budget templates are located on SPA Forms web page.

3. Assess compliance issues related to the research (Use of animals or human subjects in research, biosafety concerns, conflict of interest or commitment, export control implications)
Acquire internal approval for your proposed research with Company

4. Complete a Proposal Transmittal Form (PTF). Which allows your Department Chair and College Dean to review and approve the research prior to submission to the Company.

5. Submit the PTF to Sponsored Programs Admin with the SOW and budget. The project budget will be reviewed by SPA to ensure it meets minimum institutional requirements.

6. Submit proposal to Company. Finally, upon receipt of the project number and notice of approved budget you can provide proposal to Company.
Proposal Approved and Funded

Contract Preparation.
After SPA approval of budget the PTF and the entire proposal file will be sent to Business Development Offices for completion of the appropriate contract to send to Company.

NOTE: A draft or template contract can be sent to a company at any time for its review upon request to the Business Development Office.
Proposal Approved and Funded:

- **Company agreement**  If company would prefer to use its agreement you can forward electronic version of research agreement, making note of the SPA assigned project number to Joycelyn.Lucke@NDSU.edu

- **Note:** negotiations generally take longer when utilizing company contracts due to some of the contracting restrictions of NDSU, as a state entity. It is much easier to utilize the NDSU developed contracts for research.
Research Agreement Terms

- Contracts are negotiated with Sponsors to set out each party’s expectations in the performance of the research.
- NDSU’s contracting guidelines and restrictions originate from several sources:
  
  NDSU Policy  
  NDUS Policies and Procedures  
  ND Office of the Attorney General (AG)  
  ND Office of Management and Budget (OMB)  
  North Dakota Century Code  
  Federal Laws, including export control laws and IRS regulations
- **Publication of Research Results**

- NDSU Policy 343 provides for the “free dissemination of data from knowledge creations efforts while maintaining confidential information and preserving intellectual property rights”.

- The right to publish shall, at all times, be vested in the institution, faculty, staff and its students.

- Company can request a right to review all publications and submit comments. Company can also request a publication delay to permit the filing of intellectual property protection. However NDSU will not agree to provide Company with approval rights.
Ownership of Intellectual Property

- NDSU Policy 190 parallels NDUS Policy 611.2 and provides that NDSU will have and hold title to all IP that is the result of any work, research or investigations conducted by its employees in course and scope of their employment.
- Applies generally to patentable inventions, PVP and other plant variety protection, and trademarks.
- NDSU cannot assign ownership of IP to Company.
- This ownership approach is consistent with Federal policy and prevailing higher education institutional practices.

Exception: Copyrighted materials are to be owned and controlled by the author(s) of the publications.
Licensing of Intellectual Property

- Company will be granted the right to potentially license any IP that is developed in the performance of the research it sponsors.
- The actual licensing of any IP is managed by the NDSU Research Foundation for the University.

http://ndsuresearchfoundation.org/
Ownership of Research Data

- NDSU has consistently maintained the ownership of data from its research in conformance with Policy 190 -- Intellectual Property.
- This practice is necessary to preserve publication rights.
- NDSU will provide a sponsor with a copy of all data/research results and will permit Company to utilize data that is created by NDSU in the performance of the research.
Research Agreement Terms (cont.)

What information can be Confidential?

- NDSU can agree to maintain Company information and/or materials that are utilized in NDSU research as confidential.

- NDSU cannot agree that the results of the research (data) can be confidential. NDSU must at a minimum be entitled to publish either the data or an aggregated summary of the data.

- NDSU will agree to maintain certain research results in confidence for a period of time in order to preserve and protect intellectual property rights in any inventions created in the performance of the research.
ND Open Records Laws

Pursuant to state law and NDSU policy 718, NDSU is subject to the state’s open records laws making potentially all information which the University has in its possession subject to disclosure.

All state contracts are open records.

However, NDCC § 44-04-18.4 does set forth exceptions of specific “trade secret, proprietary, commercial and financial information” that is not subject to disclosure. This provision allows NDSU to protect sponsor information.
Other Agreements

- **Visiting Researcher Agreement**
  - The Visiting Researcher Agreement may be used in an industry collaboration if a researcher from a company will be participating in research at NDSU.
  - Forms and other resources are located on NDSU website

  http://www.ndsu.edu/provost/forms_and_resources/
Other Agreements (cont.)

- **Sponsored Academic Research Projects**
  - An industry partner may desire to engage undergrad students in senior design/capstone projects.
  - NDSU has set procedures and non-negotiable, template contracts for these projects which are available on the NDSU Business Development website.
  - Projects and contracts are managed at the Department/College level (as determined by your College)
Other Agreements (cont.)

- **Testing Services Agreement**
  - For use with Company provided protocol and materials or involve the use of established, pre-existing methods of a primarily technical nature which do not require original, creative thought.
  - The deliverables provided to Company under a Testing Services Agreement may only include data, results, reports or prototypes built to Company specifications.
  - The TSA will protect the resulting data as confidential information of the Company and states that NDSU will not publish such.
  - Forms and other resources are located on NDSU Business Development website
Questions?