“Industry and government collaboration with University of Oklahoma researchers achieves impressive discoveries and technological developments that lead to improvements in the quality of life in Oklahoma, the nation and around the world. OU research is an engine for economic growth in Oklahoma, creating higher-paying jobs and encouraging our young people to stay in the state.”

— University of Oklahoma President David L. Boren

Learn more about OU sponsored research services by contacting:
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Research Services Guide for Industry
Norman Campus

The University of Oklahoma is an equal opportunity institution. This publication was designed, produced and printed by University Printing Services and updated by the Office of the Vice President for Research at no cost to the taxpayers of Oklahoma.
The University of Oklahoma is a comprehensive research university known for its expertise, facilities and services—all valuable resources for industry sponsors seeking research assistance. OU offers a host of research and development options that give an industry sponsor a competitive edge when pursuing innovative research solutions.

This guide describes OU research services available to industry sponsors and how they relate to the university’s role and responsibilities as a public institution of the state of Oklahoma. Oklahoma long has recognized the mutual benefit of university/industry relationships, passing amendments to the Oklahoma Constitution in 1998 to encourage technology transfer from state universities.

A potential industry sponsor can enter discussions with OU in a number of ways—through a college, department, individual faculty member or administrative office. Whatever the method of initial contact, it is the OU Office of Research Services (ORS) that facilitates sponsored research agreements, the primary agreement by which an industry sponsor contracts for research to be completed by the university.

**Sponsored Research Agreements**

ORS is the clearinghouse for sponsored research agreements by bringing everything together in a central location. As research capabilities align with the needs of the industry sponsor, the principal investigator (generally the faculty member with responsibility for carrying out the research) notifies ORS of the proposed project. The PI develops a proposal and budget in concert with ORS, which then negotiates and executes a sponsored research agreement.

ORS has contract authority for sponsored research agreements, but secures required approvals from the Export Controls Office, the Office of Technology Development (OTD) and Legal Counsel. When the sponsor and the university agree on the terms and conditions, ORS executes the agreement. With a signed agreement in place, work can begin on the project.

As research proceeds, periodic reports are made to the industry sponsor; as a general rule a final report is submitted 90 days after the project ends. Additional special reporting requirements also may be negotiated, if desired.

**Indirect Costs**

OU is required by law to recover the full cost of performing sponsored research. A typical university research budget comprises direct and indirect costs, the latter representing the cost of facilities and administrative support needed for the research. This format differs from a typical industry budget that embeds indirect costs in a fully burdened labor rate. This difference in presentation is sometimes misinterpreted. Indirect costs do not represent profit for the university. To the contrary, OU’s indirect cost rate, which is set by the federal government, is calculated to only reimburse the university for its actual costs.

**Confidentiality**

In recognition of industry needs, OU can agree to keep proprietary information confidential. Confidential agreements and provisions are negotiated and administered by the OTD. Typically, negotiated confidentiality agreements require sensitive information be marked as proprietary and are effective for a limited duration of time.

**Intellectual Property**

In accordance with state and federal laws and university policy, OU must retain ownership of all intellectual property developed by OU employees in the course of research funded by a sponsor. Many research projects are unlikely to result in any legally protectable IP. In recognition of this reality, the OTD offers a streamlined contracting process for these situations.

If, on the other hand, protectable IP is anticipated to result from the research, ownership of developed IP is handled differently. If desired by the sponsor, the OTD can grant a royalty-free non-exclusive license for internal use of developed technology. The sponsor also may be granted the first option to negotiate a license for external or exclusive use. If helpful, mutually agreed-upon industry experts may be used in defining the appropriate royalty and other conditions associated with such licenses.

**Export Controls**

OU is committed to fully complying with all U.S. laws and regulations, including those known as export controls. OU is willing to accept sponsored research agreements involving export-controlled items, software or technology on the condition that the sponsor provides adequate notice and information to allow compliance with applicable export control regulations. Sponsors of research at the university are expected to acknowledge their compliance with applicable laws.

**Publication Rights**

OU’s mission supports the creation and dissemination of knowledge for the public good. For this reason, OU will not typically agree to publication restrictions, but may grant limited publication delays on a case-by-case basis to accommodate sponsor review.

**Legal Issues**

As a state entity, the university is subject to applicable laws, federal and state regulations not typically found in the private sector. Consequently, OU may not agree to arbitrate disputes, as doing so is a prohibited waiver of legal remedies. Similarly, the university may not agree to the availability of injunctive relief, indemnification obligations or warranties. Also, as a state entity, the university may not subject itself to the laws of another state.

**OTHER TYPES OF AGREEMENTS**

Certain types of research services requested by an industry sponsor may require an agreement other than a typical sponsored research agreement. ORS will work with the sponsor to determine the type of agreement on a case-by-case basis. Agreements other than the SRA include:

- **Teaming Agreement** — an agreement involving a specific external project and a particular faculty member to lead the collaborative efforts.
- **Master Agreement** — an umbrella agreement with generally applicable terms and conditions; specifics (scope of work, budget, etc.) are negotiated on a project-by-project basis.
- **Consortia Agreement** — an agreement with four or more companies who equally fund the same research and receive the same benefits.
- **Service Agreement** — a testing agreement that allows an industry sponsor to contract for specific services to be performed.

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1 12 O.S. §133
2 51 O.S. §24A.19
3 AG Opinions 78-256 and 01-2
4 Oklahoma Court of Appeals, 121 P.3d 775
5 12 O.S. §133

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