Publication Rights

As a state-related land grant institution of higher education, Penn State must retain the right to publish its research results to fulfill its primary obligation to advance knowledge for the benefit of society. The Sponsor will be given the opportunity to review and comment on all proposed publications or presentations prior to their release (with a limited review period) and to request the removal of any information that the Sponsor had provided as confidential or proprietary. Publications and presentations can be delayed for a limited period to provide the Sponsor an opportunity to review for its confidential information and/or to determine if patent protection should be pursued. Penn State only accepts publication restrictions on projects that are classified or subject to U.S. Government “controlled but unclassified” restrictions.

Intellectual Property

In the case of Federal flow-through funds, Penn State retains ownership of patent rights, as required by Federal law. In the case of direct Industry Sponsored research funds, Penn State will grant (in the research agreement) commercial rights to resultant intellectual property via one of our up-front commercial license options, as long as all project personnel agree. In those cases where project personnel do not agree to use of the up-front commercial license options, the Sponsor will be granted a nonexclusive license for internal research use, with an option to negotiate a commercial license in the future. Penn State is also willing to negotiate licenses to background intellectual property to the extent such rights are available.

Confidentiality

As an academic institution, Penn State employs a fluid workforce, consisting of thousands of postdoctoral scholars, other fixed-term researchers, and students. Accordingly, Penn State will accept a Sponsor’s confidential information, but not trade secrets or other perpetual confidentiality terms. Penn State requires confidential information to be marked “Confidential” or oral communications to be subsequently reduced to writing as confidential. The standard period of protection for confidential information is up to 5 years. On rare occasions Penn State may accept longer periods of protection, subject to additional justification and approval.

Warranty/Liability

Penn State does not provide any warranties for its research results. As a non-profit educational institution, Penn State is not able to accept liability for a Sponsor’s use of the research results and requires the Sponsor to indemnify Penn State for liability related to the Sponsor’s use, reliance on, and/or commercialization of any deliverables, including claims for infringement (excluding instances where Penn State knowingly infringes). Penn State does not conduct any freedom to operate analyses or determine if any of the research infringes third party rights; therefore, these responsibilities lie with the Sponsor.

**This document briefly describes fundamental principles related to conducting research with Penn State.**

**It is intended to serve as a brief overview, not a comprehensive guide.**