

**What You Should Know About
Intellectual Property,
Research Collaborations,
Materials Transfers,
Consulting, and
Confidential Disclosure Agreements**

**A Guide for
Howard Hughes Medical Institute Investigators**

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Introduction

The charter of the Howard Hughes Medical Institute states that its purpose is to promote "human knowledge within the field of the basic sciences (principally the field of medical research and medical education) and the effective application thereof for the benefit of mankind." The Institute's fundamental goals are the pursuit of excellence in science, independence and unconflicted scientific judgment in research activities, and respect for the traditions of academic medical research.

The Institute's policies, as described in this guide, are intended to achieve the proper balance between academic openness and the need to commercialize scientific advances. The Institute recognizes the importance of transferring research results in the public interest through effective commercial channels, and expects that many of its investigators will join with academic and industrial colleagues in exchanging biological materials, discussing ongoing research, and consulting. The core principle, though, is that science comes first.

This guide was created to help answer questions you, as an Institute investigator, may have about [intellectual property](#), [research collaborations](#), [material transfers](#), [consulting](#), [confidential disclosure agreements](#), [gifts](#), [outside funding](#), and [serving on panels for or providing similar services to government agencies or other non-profit institutions](#). It explains the Institute's policies on these matters and discusses how to deal with situations that typically raise concerns. The goal is to help you comply with institutional policies and prevent problems, keeping you free to focus on your research and other activities with minimal distraction. For further information regarding these and other matters, see also the current HHMI Administrative Handbook for Investigators and Research Administrative and Management Personnel.

The Policies

Intellectual Property

Assignment of Intellectual Property Rights to the Institute. Each new laboratory employee of HHMI, including new investigators, must sign the Institute's intellectual property statement of agreement (GC-700). By signing it, the employee agrees to assign to the Institute all rights to any invention, discovery, improvement, or other intellectual property resulting from research funded in whole or in part by HHMI. For further information regarding this statement and the Institute's intellectual property policy, please see the policy on intellectual property and the accompanying statement of procedure on ownership and assignment of intellectual property.

Intellectual property that arises from your HHMI research generally is assigned first by you to the Institute, then by the Institute to your host institution for commercial development (see the Institute's [intellectual property guide for host institutions](#)). Decisions about whether to seek a patent, how to identify potential licensees, which company is the most appropriate licensee, and how to allocate

royalties among inventors all are made by the host institution in accordance with its policies.

Sharing of Income and Expenses Associated with an Invention. The Institute and the host institution share both the costs of patenting an invention and the royalties that accrue after the inventors' shares are paid. Your royalty share is determined by the host institution's formula.

Commercialization of Institute Intellectual Property. Because the host institution takes the lead in commercializing intellectual property, you should notify your host institution's technology transfer or licensing office when you make a discovery with commercial potential. You should also notify the Institute's Communications Department when preparing public announcements about your work. The host institution will need to provide the Institute with copies of the disclosure forms you provide, and, later on, with any draft and final license agreements. The Institute reviews proposed license agreements to ensure that any access a licensee receives to future research from HHMI labs is limited only to that needed to commercialize the existing discovery. The agreement also must contain certain other provisions required by HHMI. See the Institute's [intellectual property guide for host institutions](#) for these required provisions.

The Institute's Policy on the Receipt of Royalties in the Form of Securities. Licenses of intellectual property developed in Institute laboratories may provide for royalties or other compensation payable in cash, securities, or both. The Institute strongly encourages the receipt only of cash consideration in licenses of intellectual property you have developed in recognition of the possible conflict of interest (actual or apparent) that may arise by holding stock in a licensee company. Nevertheless, the Institute acknowledges that in some situations it may be necessary for a host institution to accept securities as consideration for a license. The Institute's [policy on the receipt of royalties](#) in the form of securities sets forth the Institute's procedures for the handling of its portion of securities issued in connection with a license of such intellectual property.

The Institute's Research Tools Policy. The Institute has developed a [policy on research tools](#) that is consistent with the NIH guidelines on obtaining and disseminating research resources (see NIH guidelines at http://ott.od.nih.gov/NewPages/RTguide_final.html). HHMI expects its host institutions to ensure that unique research resources arising in HHMI laboratories are made available to the scientific research community on reasonable terms and in a manner that enhances their widespread availability. Research tools developed in HHMI laboratories should be made available to scientists at non-profit organizations either for free or at a low cost, and to scientists at for-profit companies for use in internal research either for free or at a reasonable cost. Consequently, when a host institution proposes to license an HHMI research tool on an exclusive basis, the Institute generally will require a licensing plan showing how the research tool will be made available to the scientific research community on terms that are consistent with HHMI policy. The Institute presumes that most software developed in its

laboratories will be useful as a research tool, and strongly encourages its host institutions and investigators to provide such software to non-profit laboratories for free (preferably by making the source code available in a manner that permits the recipient to modify it for non-commercial purposes). Questions about the Institute's policy on research tools, including software, should be directed to the [Institute attorney responsible for your site](#).

The Institute's Policy on Sharing Publication-Related Materials, Data and Software. Under the Institute's [Policy on Sharing Publication-Related Materials, Data and Software](#), Institute investigators are expected to make materials, data and databases, and software integral to their publication freely available for research use by other scientists and to handle requests expeditiously. Please review the policy for more specific expectations related to the sharing of materials.

Atomic Coordinates. The Institute also expects investigators to comply with the NIH policy relating to the deposition of atomic coordinates into structural databases (see NIH policy at <http://grants.nih.gov/grants/guide/notice-files/not99-010.html>). Under that policy, coordinates must be deposited into a structural database for immediate release at the time of publication.

Research Collaborations

Collaborations with For-Profit Companies. Collaborations between HHMI investigators and for-profit companies can be very productive, yielding scientific advances that neither party could achieve alone. The Institute welcomes these collaborations so long as they are driven by scientific considerations. The Institute does not consider an offer of funding to be a research collaboration; as you know, the Institute does not permit commercially sponsored research in its laboratories. Rather, the company must make a direct and substantial scientific contribution of its own, such as a process, a compound, or a laboratory technique.

Companies that enter into scientific collaboration agreements with HHMI reasonably expect some commercial benefit in return. In most cases, the company may be granted an option to license the fruits of the collaboration. The company also may receive a limited right of pre-publication review to protect its intellectual property. Under appropriate circumstances, the company's scientists may also be allowed to work in an Institute laboratory while supported by company funds. The company's rights to the research results must be commensurate with its scientific contribution to the collaboration.

All research collaborations with industry colleagues must be documented in a written agreement approved in advance by the Institute and the host institution and must conform to the policies of both the host and the Institute. This applies also to extensions or modifications of existing arrangements. If you wish to collaborate with a company, you should contact the [Institute attorney responsible for your site](#). You should also fill out and send a copy of the Institute's [research collaboration questionnaire \(GC-310\)](#) to that attorney. The Institute's [model research collaboration agreement \(GC-300\)](#) may be used as a starting point for discussions with a company. The Institute has negotiated a joint model research

collaboration agreement with a few host institutions; please check with your Institute attorney to determine whether your institution has such a joint agreement.

Please note that you may not collaborate with a company for which you consult. You also may not collaborate with a company in which you have an equity interest, if the collaborative work involves human subjects (see [Collaboration and Consulting Policy for Human Subject Research](#)). If you propose a collaboration with a company in which you have an equity interest, and the collaborative work does not involve human subjects, HHMI will consider whether it is appropriate for you to continue to hold the equity interest while engaged in the collaboration. Factors that will be taken into account include, among others, the nature of the collaborative work, the significance of the collaboration to the company and to the laboratory, the amount of the equity interest, how large the company is and whether it is publicly held, and how you obtained the equity.

Collaboration and Consulting Policy for Human Subject Research. As mentioned above, the Institute's policies preclude an investigator from simultaneously consulting for and collaborating with the same for-profit company. Consulting for a company ordinarily encompasses an exchange of ideas only while collaboration includes the conduct of research. However, in the context of human subject research, a collaboration may include activities which in other circumstances would be considered to be an exchange of ideas rather than the conduct of research. Specifically, an investigator who consults for a company will be considered to be collaborating with the company if he or she makes decisions or engages in activities related to enrollment or clinical care of specific participants, or collects, reviews, analyzes or reports research results, data or adverse events with respect to a clinical protocol or trial involving a pharmaceutical product or medical device in which that company has an interest.

An investigator who consults for a company will *not* be considered to be collaborating with the company if he or she (i) consults on the design of a research proposal or protocol prior to the commencement of the protocol or trial or (ii) is engaged in any aspects of patient care that arise solely from the performance of an investigator's routine duties as attending physician on a clinical service.

The Institute's policies prohibit an investigator or any member of his or her immediate family from owning shares in or receiving any remuneration from a commercial enterprise with which he or she is collaborating. This same prohibition applies to all individuals under the investigator's supervision who are involved in the human subject research. However, sharing in cash royalties paid by the collaborating company with respect to licensed technology is permitted provided that the collaborative work is unrelated to the licensed technology.

Collaborations with Non-Profit Institutions. The Institute, of course, also recognizes the importance of scientific collaborations among academic scientists, and strongly encourages such collaborations as an essential part of academic research. Collaborations with not-for-profit institutions also must conform to the policies and procedures of the Institute and your host institution but do not require documentation or the Institute's prior review and approval, unless the collaboration

will involve use of a research tool that the Institute has licensed from a company that requires collaborations to be documented and approved (e.g., Celera). With the increased prevalence of corporate funding of academic research, however, the restrictions that generally accompany such funding raise concerns that a collaboration with an academic colleague who receives corporate funding may have unexpected consequences. For example, the restrictions imposed by a funding company on an academic colleague with whom you collaborate may include delays in the publication of the results of the collaborative research and limitations on the ability to make the results of such research available to other colleagues. In addition, rights in collaborative research, including your own results, may have been committed in advance to the commercial sponsor.

For these reasons, if you and an academic colleague are contemplating a significant scientific collaboration (that is, something more substantial and formal than a sharing or exchange of ideas or material), you should inquire as to whether the research that is the subject of the collaboration is commercially sponsored research. If it is, you should contact the [Institute attorney responsible for your site](#) to discuss ways in which your participation in the collaboration might be facilitated. Regardless of whether a collaborator is receiving commercial support, if you are asked to sign an agreement covering the collaboration, please forward the agreement to the responsible Institute attorney for review.

The Institute's policy against both consulting for and collaborating with a company may also be implicated if you collaborate with an academic colleague who in turn collaborates on the same scientific project with a company for which you consult. If you and company scientists are both authors on the publication of the collaborative results, there will be at least an appearance of a violation of Institute policy. If you believe that such a situation may occur, you should notify the [Institute attorney responsible for your site](#) as far in advance as possible.

Materials Transfers

The research community considers the sharing of biological materials among laboratories to be an essential aspect of scientific citizenship. Under the Institute's [Policy on Sharing Publication-Related Materials, Data and Software](#), Institute investigators are expected to make materials, data and databases, and software integral to their publication freely available for research use by other scientists and to handle requests expeditiously. The Institute has implemented a system to minimize the accompanying paperwork. Please remember that you must comply with both the Institute and your host institution's policies relating to the transfers of materials both to and from your laboratory.

Transfers from Your Laboratory to a Non-Profit Institution. When you transfer materials **from** your laboratory to other academic or nonprofit laboratories, in many instances all you must do is fill out the Institute's ["short form" materials transfer agreement \(GC-100\)](#). The manager of administrative services at your site has a supply of the forms and can help you process them.

You should also be aware, however, that at some sites, the Institute short form MTA is not used because the Institute has negotiated a different, joint form with the host institution. At some other sites, both the Institute short form and the host institution form are used. If you have questions about what form(s) you should use to send materials to academic or non-profit laboratories, please contact the [Institute attorney responsible for your site](#). Also, any changes made to the Institute's short form MTA or other form MTAs must be discussed with the responsible Institute attorney.

Transfers from Your Laboratory to a For-Profit Company. The situation is somewhat more complicated when you transfer materials to a for-profit company. Materials should not be sent to a company until you have confirmed that the necessary material transfer agreement or license has been completed. Your host institution may treat all transfers of materials to companies as licenses, for which the company must pay. Alternatively, your host institution may be willing to use a material transfer agreement to send materials to companies without charge. HHMI has negotiated joint "long form" agreements with some host institutions to cover transfers of materials to companies. At some other sites, both the Institute's [model "long form" agreement \(GC-200\)](#) and the host institution form are used. If a company requests materials from your lab, please contact the [Institute attorney responsible for your site](#) to determine how the request should be processed. Please also do not use the Institute's model long form agreement without first checking with your Institute attorney.

Transfers from Your Laboratory with Special Requirements. In addition, special requirements may apply in certain circumstances, such as when you transfer infectious or hazardous agents, when you transfer materials that will be used by the requesting scientist in tests or studies involving human subjects, or if technology relating to the materials has been or may be licensed exclusively to a company. In these cases, you should contact the [Institute attorney responsible for your site](#) to discuss how to proceed.

Transfers from Your Laboratory – Compensated MTAs. If a host institution would like to charge a fee for materials that is designed to cover more than the cost of producing and shipping the materials (generally, a fee exceeding \$500), HHMI prefers to assign the materials to the host institution and let the host institution enter into either a license agreement or compensated MTA (without HHMI as a party) with the third party requesting the materials. See the Institute's [policy on compensated material transfers](#). Please ask your host institution to contact the [Institute attorney responsible for your site](#) if it proposes to charge a fee exceeding \$500 for the transfer of your materials.

A license often will provide for the transfer of a small quantity of materials to the licensee; these materials may be transferred to the licensee without a separate materials transfer agreement.

Transfers to Your Laboratory from Institutions or Companies. When a non-profit institution or for-profit company has agreed to send materials you have requested to your laboratory, you will probably receive the institution's or company's materials transfer agreement form. This needs to be reviewed and approved by HHMI. Ordinarily, your host institution will also need to review and approve the agreement. A main concern of both the Institute and your host institution in these cases is to ensure that the provider of the materials does not obtain inappropriate access to your research in return for the materials and cannot unduly delay the publication of your research results. Any materials transfer agreement you receive, whether from a non-profit institution or from a company and whether received in paper form, electronically, or via the Internet (click-on agreements), should be sent in to the [Institute attorney responsible for your site](#). The attorney, or other staff members, will coordinate HHMI's review with that of your host institution and will negotiate any changes as quickly and reasonably as possible.

Transfers to Your Laboratory from Specific Companies. The Institute has negotiated special arrangements with the following companies: Affymetrix, Celera, DuPont (Bristol-Myers Squibb), and Lexicon for the transfer of certain of their materials or data to your laboratory; however, there may be restrictions on the further transfer of materials or data from these companies. You should check with the [Institute attorney responsible for your site](#) if you have any questions regarding these transfers.

Consulting

General Considerations. As an HHMI investigator, you are required to spend at least 75 percent of your time on research. The remainder of your time may be devoted to academic and other host institution duties and, if time remains after these duties are met, to consulting. In reviewing a consulting request, the Institute will assume that you will spend at least as much time in host institution activities as you do on consulting. The total consulting activities of any investigator must be limited to no more than 36 days per year.

Consulting is limited to the exchange of ideas; you may not conduct research for a company or direct others in doing so. Similarly, because of the need to keep HHMI research separate from consulting activities, an investigator may not engage in a research collaboration with a company for which he or she consults. You should also be careful to avoid other scientific interactions with a company for which you consult, if those interactions may constitute or become a research collaboration. For example, a collaboration with an academic colleague who in turn collaborates with a company on the same project may constitute a collaboration involving both you and the company. A material transfer agreement with a company may, depending on the circumstances, also constitute a collaboration with the company.

The Institute considers consulting activity to include nearly any service on behalf of a company, including service as a founder, as a member of a board of directors, or as an expert witness. You may not serve as an officer of a company under any circumstances. You also may not serve as a member of the board of directors (as opposed to the scientific advisory board) of a start-up company with which you are involved. Otherwise, a proposal to serve as a member of any other company's board of directors will be carefully scrutinized but may be approved depending on the circumstances. Factors that will be taken into account include whether the company is a new or recent start-up; the relationship of the company's work to the investigator's ongoing HHMI research; whether technology developed by the investigator is or will be licensed to the company; the investigator's other scientific contacts with the company; and the investigator's equity position in the company. [Expert witness service](#) is not encouraged (except in cases of public interest) but will generally be permitted provided that the service is covered by a written agreement approved in advance by HHMI and compensation does not exceed \$1,500 per day.

When you seek to enter into a consulting relationship with a company, or to modify or extend an existing arrangement, you must obtain the Institute's approval in advance. Contact the [Institute attorney responsible for your site](#) as soon as you are thinking of entering into an agreement. Doing so may help to facilitate the process. HHMI generally considers the review of proposed consultancies as a lower priority than matters relating directly to your Institute research, but its legal staff tries to respond quickly to your inquiries about possible consulting relationships. To initiate the review process, you should forward a completed [consulting questionnaire \(GC-440\)](#) to your Institute attorney. The provisions set forth in bold in the Institute's [model consulting agreement \(GC-400\)](#) must be included in any proposed consulting agreement. The Institute also has a [consulting "staple-on" agreement \(GC-420\)](#) that that may be attached to the company's agreement.

The Institute will not allow you to consult for a company in which you hold a significant equity interest. Generally, this means any interest that exceeds 5 percent of the company's equity (with a limited exception applicable only to start-up companies, discussed below), but a smaller interest also may be considered significant, depending on the circumstances. You need to check in advance. In reviewing equity interests, the Institute will consider all equity an investigator receives or is entitled to receive as a founder or other investor, a consultant, or an

inventor, as well as the amount of equity held or proposed to be held by immediate family members of an investigator and by other HHMI investigators.

Compensation for consulting may include fixed amounts of cash and equity but may not include incentive or contingent features, such as bonuses based on performance. The Institute scrutinizes proposed consulting agreements to ensure that payment is made only for the exchange of ideas and not to gain inappropriate access to HHMI research. It also ensures that consulting agreements do not give a company preference over its competitors in access to the results of Institute research.

One- or Two-Day Talks or Seminars at Companies. Some companies request that investigators sign a confidentiality or similar agreement before giving a short talk or seminar at the company. Because these agreements impose legal obligations on investigators, the Institute encourages investigators to ask the company well in advance whether it will be necessary to sign an agreement, and if so, to consider asking the company to waive the requirement. If the company does not require that an agreement be signed, the investigator is free to go give the talk without obtaining further approval from HHMI, and the commitment is not counted against the 36-day annual limit on consulting.

If the company insists that an agreement be signed, the Institute must review and approve the agreement. Investigators should provide such agreements [to the Institute attorney responsible for their site](#) at least 30 days in advance to permit reasonable time for legal review and processing. HHMI has developed two agreements that may be useful in reaching agreement expeditiously for talks and seminars: a [model agreement for a conference, seminar, symposium, or talk \(GC-410\)](#) that may be used instead of the company's agreement and a ["staple-on" agreement for a conference, seminar, symposium, or talk \(GC-430\)](#) that may be attached to the company's agreement.

In general, an investigator's commitment to give a single talk in a given year at a company that requires a confidentiality or similar agreement will not count against the 36-day annual limit on consulting. The Institute will not count up to five such commitments per calendar year against the 36-day consulting limit as long as they are to five different companies. An investigator's commitment to give more than one talk or seminar requiring an agreement for a single company within a calendar year will normally be treated as a standard consulting relationship. In this event, all days will be counted against the 36-day limit and HHMI must formally approve the agreement for the second talk before it is signed.

Any questions about HHMI's policy or specific arrangements should be directed to the [Institute attorney responsible for your site](#). For general information on one-day talks, see the confidentiality agreements memorandum.

Start-Up Companies. The Institute allows its investigators to participate in founding and acting as consultants to start-up companies. The Institute has developed a [start-up company consulting questionnaire \(GC-450\)](#) for use in obtaining information on the proposed kinds and levels of commitment that an investigator expects to make to the new company. Investigators who propose

entering into a relationship – typically a consulting arrangement – with a start-up company must complete and forward this questionnaire and copies of all related documents to the [Institute attorney responsible for your site](#). General information regarding your involvement in start-up companies is available in the Institute's [start-up handbook](#).

If you expect to be involved in founding or consulting for a company in which you will initially hold more than 5% of the equity, you will need to review HHMI's [policy on ownership of equity in start-up companies](#); [instructions for calculating equity ownership in companies](#) are also available. Under the policy on equity ownership, for a period of not longer than one year from the date you first acquire ownership of any securities of the start-up company, you may own up to 20% of any class of the company's equity securities; however, in no event may HHMI investigators as a group own more than 40% of a start-up company's equity. By the end of the one-year period, your ownership must be reduced to not more than 5% of any class of equity securities of the start-up company. If there is a "significant event" before the end of the one-year period, for example, an initial public offering of the company's stock or an acquisition or merger of the company, your ownership must be reduced to not more than 5% before the occurrence of that event.

In sum, the policy on ownership of equity helps to moderate the impact of the Institute's 5% limit on equity ownership when you consult for a start-up company. Please note that this is only a summary of the policy. If you are contemplating involvement with a start-up company, you will need to review carefully the policy and accompanying instructions for calculating equity ownership. Please direct any questions about the policy and instructions to the [Institute attorney responsible for your site](#).

Consulting for Non-Profit Entities. If you are asked to sign a consulting agreement from a nonprofit entity and the agreement contains references to intellectual property, confidential information, or scientific publications, or if you are otherwise uncertain whether the terms of the agreement are consistent with Institute policy, please send it to the [Institute attorney responsible for your site](#) so that he or she can review it and advise you whether you should sign it. Further information on this topic may be found in the Institute's Administrative Handbook.

Purpose of the Institute's Review. Please note that the Institute's review of a proposed consulting agreement is solely to consider whether the consulting arrangement conforms to Institute policies. Investigators are encouraged to seek their own legal counsel to advise them of their rights and obligations under a proposed consulting agreement and as they may relate to other consulting arrangements already in existence. Investigators are also responsible for complying with any host institution policies or procedures relating to consulting activities.

Consulting by Other Laboratory Personnel. Associates are not permitted to consult for companies. Other laboratory personnel may consult for companies if the Institute approves the arrangement in advance. HHMI will ordinarily approve such

consulting if the investigator approves and the Institute has been provided with the following assurances in writing: the employee will not allow the consulting work to interfere with his or her work for HHMI; the employee will not use HHMI resources to perform the consulting work; and the employee will not disclose to the companies for which he or she consults any confidential information that results from HHMI-funded research (i.e., the employee will not be selling access to the laboratory's research). It must also be clear that the employee is engaging in the consulting activities in his or her individual capacity and not as an employee or agent of HHMI and that HHMI will not have any responsibility or liability in connection with the consulting activities.

Confidential Disclosure Agreements

A confidential disclosure agreement (“CDA”) is an agreement in which one or both parties agree to maintain certain information in confidence and use it only for specified purposes. CDAs may also be called non-disclosure agreements, secrecy agreements, or confidentiality agreements.

A CDA can arise in a number of contexts. It is not uncommon, for example, for a company to require an investigator to execute a CDA before it will engage in initial discussions with the investigator about a possible consulting relationship, research collaboration, license, or transfer of materials. As mentioned in the [consulting](#) section in this guide, some companies request that investigators sign a confidentiality or similar agreement before giving a short talk or seminar at the company. See the confidentiality agreements memorandum for more information regarding CDAs covering one-day talks at companies.

Generally, the Institute reviews but does not sign CDAs as a party. If you receive a CDA, please send it to the [Institute attorney responsible for your site](#) for review. HHMI has a [model CDA \(GC-500\)](#) that may be used as a starting point for an acceptable agreement.

A Few Other Points

Gifts. Although the Institute does not permit funding by a commercial enterprise for support of any activities of an HHMI laboratory, it may be permissible for a for-profit company to provide an unrestricted gift that may be used for such support (including, for example, the stipend of a graduate student or support of the work of postdoctoral or technical personnel in an HHMI laboratory), so long as the donor makes no claims on any intellectual property arising in the laboratory. If a for-profit company offers a gift to support research in your laboratory, you should notify the [Institute attorney responsible for your site](#). All gifts must be approved in advance by the Institute before they are accepted. In determining whether to approve a gift, the Institute evaluates all relevant facts and circumstances, such as the size of the gift, whether the gift was awarded as part of an established gift-giving program, whether any technology developed by the proposed recipient is licensed to the donor, and whether the proposed recipient consults for the donor company. The Institute will approve only gifts that provide for unrestricted support

of the recipient's laboratory, and do not actually make, or have the appearance of making, a commitment to the donor company in return.

Gifts made in connection with a proposed research collaboration with, or a license of intellectual property to, the company making the gift generally will not be approved. This is because typically, under either a license or a research collaboration agreement, the company will be granted certain intellectual property rights in inventions coming out of the investigator's work, and it is difficult to conclude that the amount called a gift under those circumstances is not instead a payment in connection with the company's interest in future inventions.

Gifts must be preceded or accompanied by documentation in a form acceptable to the Institute (see the [form gift letter for use where the donor is not a licensee](#), [form gift letter for use where the donor is a licensee](#), and the corporate gift acknowledgement by investigator). A gift that has been approved by HHMI is made to your host institution, which may then direct it to your laboratory for its research. Remember that your salary cannot be supplemented from any source, including gifts. Your host institution is responsible for determining that the terms of funding from other non-profit sources do not conflict with HHMI's intellectual and other policies.

Outside funding. Except for unrestricted gifts in appropriate circumstances, as noted above, company funding is not permitted in Institute laboratories. In particular, commercially sponsored research, that is, any industry funding provided under terms that would give the funder rights in intellectual property developed in an Institute laboratory, is prohibited. The Institute does, however, encourage you to apply for funding from governmental or nonprofit philanthropic organizations through your host institution. See the current HHMI Administrative Handbook for Investigators and Research Administrative and Management Personnel, section on research grant applications. If a non-profit entity's funding agreement contains references to intellectual property, confidential information, or scientific publications, or if you are otherwise uncertain whether the terms of the agreement are consistent with Institute policy, please send it to the [Institute attorney responsible for your site](#) so that he or she can review it and advise you whether you should sign it. Further information on this topic may be found in the Institute's Administrative Handbook.

Serving on panels and similar activities for government agencies or other non-profits. You may serve on peer-review panels and study sections of governmental or non-profit philanthropic organizations without prior review and approval by the Institute. See the current HHMI Administrative Handbook for HHMI's policy regarding salary supplementation.