

PRINCETON UNIVERSITY
PRINCIPLES FOR CONTRACTING

Princeton University is a nonprofit, tax-exempt institution of higher education in the State of New Jersey, U.S.A., dedicated to the discovery and transmission of knowledge. Conducting cutting-edge research and maintaining an unparalleled commitment to teaching are central to the University's mission. Princeton engages in mutually beneficial sponsored research agreements with public and private sponsors domestically and worldwide.

Below is a summary of research agreement terms in alignment with Princeton's mission and nonprofit/tax-exempt status.

1. **Publication** - Princeton must have the freedom to openly publish the results of research projects. Princeton cannot agree to sponsor approval of publications (including student theses), as such restrictions impinge on academic freedom and independence, and are contrary to the public benefit mission of the university. Additionally, freedom to publish is a requirement for protecting the University's fundamental research exclusion (FRE) under U.S. export control regulations. Princeton will offer sponsors a prepublication review period (not to exceed 90 days) to modify/remove sponsors' confidential information in the proposed publication as well as to protect the potential patentability of any invention disclosed therein.
2. **Research Results** – Research results are owned by Princeton, though access/use rights of varying types are frequently granted to sponsors. Research results must be distinguishable from confidential information. Princeton conducts research on a reasonable efforts basis and makes no warranties as to the results of research projects.
3. **Confidential Information/Information Security** - Due to the open and collaborative nature of the University, Princeton requires that all sponsor confidential information be marked as "confidential" or designated as such in writing within a reasonable time period if disclosed orally. Princeton is not in a position to accept indefinite nondisclosure periods for confidential information, or trade secrets. Additionally, the agreement must clearly state whether, when and how information with security requirements or export-controlled information is intended to be shared with the University.
4. **Intellectual Property (IP)** – Intellectual property created in the performance of research projects is owned by Princeton if solely created by Princeton researchers. Intellectual property created in the performance of research projects is owned by a sponsor if solely created by sponsor researchers. Intellectual property created in the performance of research projects is jointly owned by Princeton and sponsor if jointly created by researchers at both organizations. Sponsor may be granted a time-limited option to acquire exclusive royalty-bearing rights to Princeton solely owned intellectual property and Princeton's rights in jointly owned IP, subject to a reserved right for Princeton to use such intellectual property for continued research and educational purposes. No rights are granted to intellectual property created outside the scope of a research project. Princeton makes no warranties as to the condition of any intellectual property created or licensed under a project.

5. **Termination** – The University expects to be reimbursed for actual costs and non-cancelable obligations incurred prior to a termination date. Princeton must be able to terminate the agreement for convenience, should unforeseen circumstances arise (e.g., transfer of principal investigator to another institution).
6. **Indemnification/Liability** – Research at Princeton is academic in nature, with results provided to sponsor on an “as is” basis. If a sponsor chooses to use a research project or results in connection with its business, the sponsor is expected to take responsibility for any liability that may result. The University will not indemnify a sponsor against claims related to a research collaboration, including claims that the research results may infringe another entity’s IP. Collaborations with sponsors are driven by the interests of individual faculty members, not directed by the University. The University is not in a position to conduct IP/patent clearance searches for its faculty’s academic research projects.
7. **Budgeting/Invoicing** – As a nonprofit, Princeton University proposes and bills expenses at cost. This includes direct costs (to support project personnel, supplies, equipment, travel, etc. and indirect costs (to support facility operation and maintenance costs, network costs, data transmission and storage, compliance costs, etc.) The preferred currency is U.S. Dollars. At present, the indirect cost rate that Princeton has negotiated with the U.S government for research projects is 62% (64% as of 7/1/24), which is also applied to non-federally funded research projects.
8. **Use of Princeton’s Name/Trademarks** – No company (including research sponsors) may state or imply that the University promotes or endorses the company or its products. Any use of Princeton’s name or trademarks must first be reviewed and approved by the University’s Office of Communications.

If you have any questions about the above or want more information about engaging with Princeton on research, please contact Anne Ochiai at anneochiai@princeton.edu or Liz Powell at liz.powell@princeton.edu.