



Working with industry

Engagement with industry, community or government is a valuable pathway for delivering impact from your research and the intellectual property you generate. Here are some tips to help you build a strong, mutually beneficial partnership and to avoid some common pitfalls.

Develop a non-confidential summary of your intellectual property

To help avoid inadvertently disclosing, or giving away intellectual property (IP) underlying your discovery or invention before it is safeguarded or patented, we recommend preparing a non-confidential summary of the intellectual property. This summary will allow you to present your ideas confidently to potential partners and collaborators while still retaining control over the intellectual property. Limiting your conversations to the outcomes and impact of your research rather than the specific details of how the outcome is achieved is the best approach to safeguard your discovery or invention.

Listen for their unsolved problems

During initial discussions it is important to ask questions and to listen more than you speak. This is so that you develop an understanding of the significant problems or gaps encountered by your potential industry partner. It will be more beneficial and persuasive if you can describe the benefits of your intellectual property as a solution to their problems.

DETAILED DISCUSSIONS

Use a standard UoM Confidentiality Agreement

If sharing of more detailed information is required, a [Confidential Disclosure Agreement \(CDA\)](#) allows for open exchange without compromising unprotected IP. So that discussions are not delayed, the University has a standard form [CDA](#) that does not require legal approval. Although students and staff are not permitted signatories, your Head of Department is authorised to sign this document.

Use a standard UoM Material Transfer Agreement

As part of collaborative work to develop your intellectual property, you may wish to provide or receive research materials. Remember to use a [Material Transfer Agreement \(MTA\)](#) to avoid potential future disputes over usage rights and associated IP ownership.

Avoid making commitments or promises

Be careful not to make commercial commitments or promises. You are not authorised to act (or sign) on behalf of the University. Depending on other contractual arrangements, you may not have the freedom to sign in a private capacity. Seek advice before signing any agreement related to your research.

In particular, negotiations relating to IP ownership, pricing and agreement terms are best left to the University's commercial team who are available to support you.

NEXT STEPS

Involve your faculty's Business Development Manager

When initial discussions suggest an industry or government partnership might be mutually beneficial, your next call should be to your Faculty's [Business Developer](#). The BD can advise on next steps and any formal agreements which might be required.

Case Study

Aishah is a University researcher in the School of Biomedical Sciences who is keen to explore the commercial potential of her novel solution for prolonging the shelf life of food products. She approaches Hiroto, the General Manager at HiroFoods, a small dairy products manufacturer.

Hiroto is impressed by her invention and Aishah soon finds herself agreeing with Hiroto to a collaboration in which HiroFoods would work with her to refine her invention in return for the commitment of a licence for its use at a low royalty rate.

Seeking to formalise the agreement, Aishah meets with Fatima, her Faculty's Business Developer. Fatima reminds Aishah that since she is a staff researcher, the University owns the IP associated with her invention and she is not authorised to act on its behalf regarding commercial arrangements.

The University wishes to maximise the commercial return on Aishah's invention and finds that the agreed royalty rate is well below fair value.

Fatima explains to Hiroto that it will be to the long term benefit of HiroFoods to have a mutually beneficial relationship with the University on a sound commercial footing. A commercialisation agreement is negotiated that provides HiroFoods access to the invention and increased sales. Substantial royalties are generated for the University.