

American University

GUIDE FOR SPONSORS: General Principles

Introduction

American University (“AU”) is a private non-profit institution of higher education that has a mission of providing education, research and public service. In furtherance of this mission, AU partners with government, industry, private foundations and other universities (“sponsors/collaborators”) to conduct research, training and programmatic activities. A number of sponsors/collaborators are in the business of applying knowledge to develop and disseminate products, processes, and services to the public via commercial and non-commercial means. AU recognizes that the success of a sponsored and/or collaborative project often requires a balance of similar and sometimes competing interests. This guide summarizes AU’s positions on common matters for potential sponsors/collaborators when contemplating sponsored/collaborative work with AU.

Institutional Review, Approval and Authority to Contract

AU encourages communication between sponsors/collaborators with its faculty and staff to discuss potential sponsor and collaborative projects. However, proposals (including a budget) in support of sponsored and/or collaborative projects are required to be submitted through the AU’s Office of Sponsored Programs (“OSP”) to initiate institutional review and approval before a sponsored/collaborative project commences.

AU accepts sponsored/collaborative project awards (grants and contracts) on behalf of its colleges, schools, departments, and research centers. Thus, all sponsored awards should reference “American University” as the sponsored award recipient. The Office of Sponsored Programs (“OSP”) and the Vice Provost for Research and Dean of Graduate Studies have authority to negotiate and execute sponsored awards on behalf of AU. AU does not honor agreements or other sponsor-related contractual commitments made on its behalf by unauthorized individuals.

Costs

As a non-profit institution, AU does not seek to gain a financial profit from sponsored/collaborative projects, but will require reimbursement for costs that it incurred and/or its resources used to perform sponsored/collaborative work. Such costs will be identified in the proposal. AU’s proposed costs will include both direct and indirect costs (including applicable fringe benefits) as defined by our federally-negotiated rate agreement. AU’s current indirect cost and fringe benefit rates are available on the OSP website (<http://www.american.edu/provost/osp/News-and-Updates.cfm#fanda>). AU will honor a sponsor’s written policy that restricts or limits indirect costs.

Publication

Consistent with its mission, AU's primary interest in engaging in sponsored/collaborative projects is to disseminate knowledge. AU disseminates knowledge by educating students and bringing faculty, staff and student research and program capabilities to sponsors/collaborators as well as a wide range of other audiences. Thus, as a standard practice, AU will ensure terms and conditions that govern sponsored/collaborative projects do not restrict its ability to utilize and publish data developed during the performance of a sponsored/collaborative project. AU recognizes that some sponsors/collaborators may need to disclose proprietary and confidential information to AU for the purpose of performing sponsored/collaborative activities. Where AU has agreed not to disclose proprietary or confidential information, AU will honor that agreement, and at the reasonable request of a sponsor/collaborator, provide a copy of proposed publications for the sponsor's/collaborator's review to ensure proprietary and/or confidential information is not disclosed.

Confidentiality

AU understands that sponsors/collaborators may wish to keep confidential, information which is provided to AU in connection with the performance of a sponsored/collaborative project. When appropriate, a non-disclosure agreement (NDA) will be executed between AU and the sponsor/collaborator to protect confidential information that is disclosed prior to or during the course of the performance of a sponsored/collaborative project. AU will require confidential information to be identified and/or marked as confidential, and will generally require oral disclosures of confidential information to be reduced to writing within a reasonable time period after disclosure.

Intellectual Property

When AU faculty, staff and students create original works, AU encourages the continued use and dissemination of such works for educational and public benefit purposes. Thus, as a general practice, AU will retain ownership of inventions and work products created by AU faculty, staff and students in the course of performing sponsored/collaborative projects, and will generally grant a non-exclusive license to sponsors/collaborators to utilize AU-owned inventions and work products. Where AU does not retain ownership of an invention or work product, AU will generally require the sponsor/collaborator to grant AU a non-exclusive license to use the invention or work product for non-commercial and educational purposes.

AU recognizes the unique circumstances of a sponsored/collaborative project may support a different type of intellectual property ownership and usage arrangement. Under such circumstances, AU will work with sponsors/collaborators to negotiate a mutually acceptable alternative arrangement. Likewise, where AU and sponsors/collaborators jointly develop intellectual property, AU will negotiate an agreement regarding each party's interest in the resulting intellectual property.

Conflicting Interests or Obligations

AU recognizes that personnel's involvement in sponsored/collaborative projects may give rise to a conflicting interest that can impact the design, conduct or reporting of the project. Thus, AU's Conflict of Interest Policy requires all University personnel responsible for the design, conduct, or reporting of a sponsored/collaborative project to disclose significant financial interests (SFIs) that can reasonably affect the outcome of a sponsored/collaborative project. AU has a process for mitigating the impact of significant conflicting interests on sponsored/collaborative projects. AU will honor a sponsor/collaborator's desire to be informed of conflicting interests once AU is aware of their existence.

Absent an agreement with a sponsor/collaborator, AU generally will not agree to an obligation that will restrict or prohibit its faculty, staff and students from performing similar activities for other sponsors/collaborators.

Reasonable Efforts, Indemnification, Risk and Liability

Due to the prevalence of unexpected outcomes in sponsored/collaborative projects, AU cannot guarantee a particular outcome or research result but will agree to use reasonable efforts in its performance and conduct of sponsored/collaborative projects.

Furthermore, AU recognizes that there is some risk associated with the performance of sponsored/collaborative projects; in particular sponsored/collaborative research projects. Thus, AU will work with sponsors/collaborators to assess the risks involved in performing certain projects, and when appropriate, agree to mutual indemnification where both the sponsor and AU hold each other harmless from liability resulting from a party's conduct during the performance of a sponsored/collaborative project.

Record Retention

AU understands sponsors/collaborators may need to conduct an audit of project activity and/or acquire information that pertains to a sponsored/collaborative project after it has been completed. Thus, AU will agree to retain financial and non-financial records that pertain to a sponsored/collaborative project. AU will generally honor the record retention period required by a sponsor/collaborator but considers a three to five year period after the completion of the project a reasonable standard period. AU may request reimbursement of costs that it incurs to retain and store records for a period that is greater than the reasonable standard period or for a period greater than what is required by law or application statute or jurisdiction.