

# Collaborating with Harvard:

## Guidance for Industry-Sponsored Research

Harvard welcomes companies to collaborate and engage with our leading faculty and multidisciplinary research teams, access specialized capabilities and technology platforms, and build on discoveries developed through years of support from Harvard, government agencies, foundations, donors, and other research collaborators. Industry-sponsored research brings that foundation together with a sponsor's scientific priorities, market perspective, product-development expertise, and resources to address important challenges and create opportunities for positive real-world impact.

The Harvard Office of Technology Development works with companies and Harvard research teams to define a project that is scientifically rigorous, appropriately resourced, and aligned with both the sponsor's and research team's objectives. Depending on the project, this may include defining research milestones and decision points, identifying relevant background intellectual property, establishing a pathway to potential commercial rights, and coordinating the responsible use and communication of research results.

Key principles are summarized below to provide upfront clarity about recurring elements of Harvard's industry-sponsored research agreements. They are intended to make the contracting process more predictable and help both parties move efficiently toward the research. Some requirements reflect applicable law, Harvard policy, government funding obligations, and the University's academic mission. Within those parameters, Harvard is committed to working with industry to explore flexibility wherever possible in order to develop project-specific terms that support a successful relationship and address the needs of both the sponsor and the research team.

**The goal is productive research collaboration: clear expectations, well-supported work, an understood pathway to use results and license intellectual property, and practical terms that allow both parties to plan with confidence.**

### 1. Publication and Academic Freedom

**The publication process can protect commercial opportunities as well as academic integrity. Advance review gives the sponsor time to identify its confidential information and alert Harvard to potentially patentable inventions before findings become public, while defined timelines allow the research team to meet academic and external funding obligations.**

- **Sponsor review of proposed publications:** Sponsors are given an opportunity to review manuscripts and other proposed public disclosures arising from the sponsored project within the set review period. The purpose of the review is to identify confidential information and potentially patentable inventions — not to edit or control the scientific content or conclusions.
- **Limited delay to protect both parties:** Harvard policy generally provides a 30-day sponsor review period. If the review identifies a patentable invention for which protection should be pursued, publication may be delayed for up to an additional 30 days to allow a patent application to be filed.

- **Why the timelines matter:** These limits preserve Harvard researchers' right to disseminate their work, maintain the University's ability to conduct research under the Fundamental Research Exclusion from federal export-control laws, and comply with Harvard's prohibition against secret or classified research. They also reflect obligations that may arise from government and other external support of the underlying research.
- **Coordinated planning:** Within these boundaries, Harvard will work collaboratively with the sponsor to plan publications and public communications in a way that considers both parties' legitimate interests.

## 2. Use and Confidentiality of Research Results

**Sponsors need timely access to research findings and reasonable protection for proprietary interests. Harvard agreements are designed to give the sponsor meaningful access to project results while preserving the rights needed to protect inventions, meet academic and funding obligations, and publish the research responsibly.**

- **Sponsor's use of results:** Sponsors will generally have the right to use Harvard's research results, other than patented inventions, for their internal research purposes once those results are available and subject to any other agreed terms. Use of patented inventions requires an appropriate license.
- **Confidentiality until publication:** Until Harvard researchers publish the results, the sponsor must treat those results as Harvard confidential information. This period gives the sponsor an opportunity to review emerging findings and prepare for public disclosure, while preserving Harvard's ability to protect patentable inventions and the researchers' ability to publish.

## 3. Funding Structure for Industry-Sponsored Research

**A well-structured budget gives the sponsor confidence that the research team can begin promptly, maintain continuity, and devote the people, materials, facilities, and faculty oversight needed to carry out the agreed research plan. Harvard works with the sponsor to define an appropriate scope, budget, research aims, and anticipated timeline to ensure progress.**

- **Fixed payments on a fixed timeline:** Projects are generally supported through fixed-fee payments, typically made in installments aligned with the anticipated research period, such as quarterly or annually. This gives both parties a predictable financial framework.
- **Payments made in advance of work:** Payments are generally due before the period of work they support. Advance funding allows the laboratory to hire and retain personnel, purchase materials, reserve specialized resources, and commit time to the project without delay or financial uncertainty.
- **Payments are not contingent on research outcomes or specific scientific milestones:** Research is inherently uncertain. Sponsors fund a rigorous, good-faith investigation and the performance of the agreed research plan, rather than guaranteed scientific, technical, or commercial results.
- **Higher-risk payment arrangements:** When prior experience, jurisdictional considerations, or other circumstances indicate a heightened risk of payment difficulty, Harvard may require the full project amount to be paid in advance.

## 4. Commitment to a Project

**A sponsor benefits when the research team can plan with confidence, dedicate qualified personnel, and sustain momentum throughout the project. Harvard laboratories commit significant resources, decline other opportunities, and often hire postdoctoral researchers or other staff specifically to perform sponsored research.**

- **Commitment to the research plan:** Harvard commits to performing the agreed scope of work in good faith, appropriately resourcing the project, and working toward the research aims described in the research plan. Anticipated research aims help the parties assess progress and guide decisions, while recognizing that scientific outcomes cannot be guaranteed.
- **No unilateral “at-will” termination by the sponsor:** Because the laboratory makes significant commitments based on the agreement, sponsors generally may not terminate a research agreement without cause. The agreement can address appropriate remedies if either party does not meet its obligations.
- **Project length and decision points:** An initial one-year funding commitment is typical. A two-year commitment may be appropriate for longer research programs or when staffing commitments require greater certainty. For multi-year projects, annual renewals or defined go/no-go decision points may be developed with faculty approval. These mechanisms allow the sponsor to manage its R&D investment while giving the research team the stability needed to execute the work effectively.

## 5. Intellectual Property Ownership & Licensing

Sponsored research can create a direct pathway from academic discovery to commercial opportunity. When a project generates an invention of interest, the sponsor may receive an agreed-upon opportunity to negotiate for commercial rights, providing an early and clearly defined route to evaluate and potentially develop the technology.

- **IP ownership is based on inventorship:** Ownership of inventions is determined by the contributions of the inventors, applicable law, and Harvard policy. Harvard cannot assign ownership of inventions created by Harvard researchers to a for-profit sponsor. Sponsored research agreements are intended to support academic research and cannot function as fee-for-service contracts.
- **Option to negotiate licenses:** Although inventions made by Harvard researchers remain owned by Harvard, the sponsored research agreement can provide the sponsor with a clear and fair first opportunity to negotiate a license when the research produces intellectual property of commercial interest. The applicable option terms and negotiation process are established in the initial agreement.

## 6. Background IP Licensing

A sponsored research project may allow Harvard to build on research and technologies developed at Harvard over many years through internal investment at Harvard and through funding from government agencies, foundations, donors, and other partners. New sponsored research can advance existing inventions and technology.

- **Identifying relevant background intellectual property:** Harvard and the sponsor may be able to identify existing Harvard patents that may be important to the proposed research or the potential commercialization of intellectual property generated in such sponsored research.
- **Licensing pathways:** When the sponsor has identified existing Harvard patents, to the extent that such patents are available, Harvard may grant an immediate license or an option to negotiate a license to those patents, in addition to option rights to license new inventions arising from the sponsored research. Any such rights remain subject to existing obligations and the specific terms negotiated by the parties.

## 7. Indemnification by Sponsor

The agreement allocates responsibility according to which party controls the relevant activity. Harvard is responsible for conducting the academic research described in the project plan; the sponsor is responsible for how it uses such results in its commercial activities outside the academic setting.

- **Indemnity for third-party claims related to the sponsor's use:** Harvard requires the sponsor to defend and indemnify the University against third-party claims arising from the sponsor's use of the research results. This includes, for example, third-party claims involving a product, process, or service developed and commercialized by the sponsor using Harvard results, or claims that the sponsor's use of those results infringes a third party's intellectual property. These are risks associated with activities and decisions outside of Harvard's control.

## 8. Use of the Harvard Name

**A Harvard research relationship can be meaningful to the sponsor and the University, and both parties benefit when the collaboration is described accurately and credibly. Coordinated review helps the sponsor communicate the relationship while protecting against statements that could imply an endorsement of the sponsor or sponsor's products by Harvard, or mischaracterize the scope of the work.**

- **Prior approval for public use:** Sponsors must obtain prior written approval from the Harvard Trademark Program before any public use of the Harvard name or trademarks, or that of any other affiliated funding or collaborating institution or organization, including in press releases, marketing materials, websites, social media, or other public communications.
- **Accurate representation of the relationship:** Harvard works with sponsors to review proposed references to the collaboration. Careful use of all parties' names protects Harvard's institutional reputation and charitable status, and helps ensure that public statements are accurate and appropriate to the nature of the relationship, while enhancing the credibility and visibility of the sponsored research.

### Building the Agreement Around the Project

Every research program is different. The principles described here provide a transparent starting point, but each sponsored research agreement is tailored to the scientific plan, the relevant intellectual property, the needs of all parties involved, and any applicable legal, policy, or funding obligations.

The most effective agreements are built through early, practical discussion: Harvard's faculty, research teams, and the Office of Technology Development want to understand the sponsor's objectives, identify areas of flexibility, and develop project-specific terms that serve both organizations in the best achievable way. The shared goal is to move promising research forward responsibly and create a foundation for discoveries to generate meaningful societal and commercial impact.

We welcome the opportunity to begin this conversation. Please reach out to the Harvard Office of Technology Development at [OTD@Harvard.edu](mailto:OTD@Harvard.edu) to get started.