



# Research and Development Agreements

A Checklist

## About the authors



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## Dear Reader

We are pleased that you are interested in our white paper. In the following, you will receive valuable tips for drafting research and agreements. These are intended to support you in your job. You can deepen your knowledge of the topic with the training courses we offer on intellectual property.

Best regards,

A handwritten signature in black ink that reads "Alexandre Ho". The signature is written in a cursive, slightly stylized font.

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Research and development is essential for generating inventions which might lead to know-how and patents. Research and development is often not done in the respective entities own R&D department. Companies can conclude contracts between themselves or there are research and development cooperations between the academic sector and the industry. One can distinguish essentially two different kinds of R&D contracts.

In agreements on contract research the field of research and development is a technical field in which the sponsor or principal is active and the contractor is often a university or a research facility. The general rule is that the right to use the results lies with the sponsor or principal.

In agreements on research cooperation the field of research and development is determined by both parties. The general rule is that all parties benefit from the results.

When it comes to drafting research and development agreements, there are clauses in each agreement which should be included. The following checklist should assist you in drafting research and development agreements:

- **Type of contract**
  - Contract research vs. R&D cooperation
- **Preamble**
- **Definition of terms**
  - IP, know-how, results, old rights, new rights, subject matter, contract territory
- **Contracting parties**
- **Field of cooperation**
- **Scope / Aim**
- **Details of cooperation**
- **Costs**
- **Old rights**
  - ownership/right to use of existing patent/know-how
- **NDA**
- **New rights**
  - Protecting results of R&D; patent application, maintenance and defence
- **Ownership and right to use results**
- **Representation and warranties (if any)**
- **Limitation of liability**
- **Term**
- **Termination of contract and continuance of certain rights and duties**

- **Inventor remuneration**
- **Enticement of employees**
- **Written form**
- **Severability clause**
- **Choice of law**
- **Jurisdiction or arbitration clause**

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