

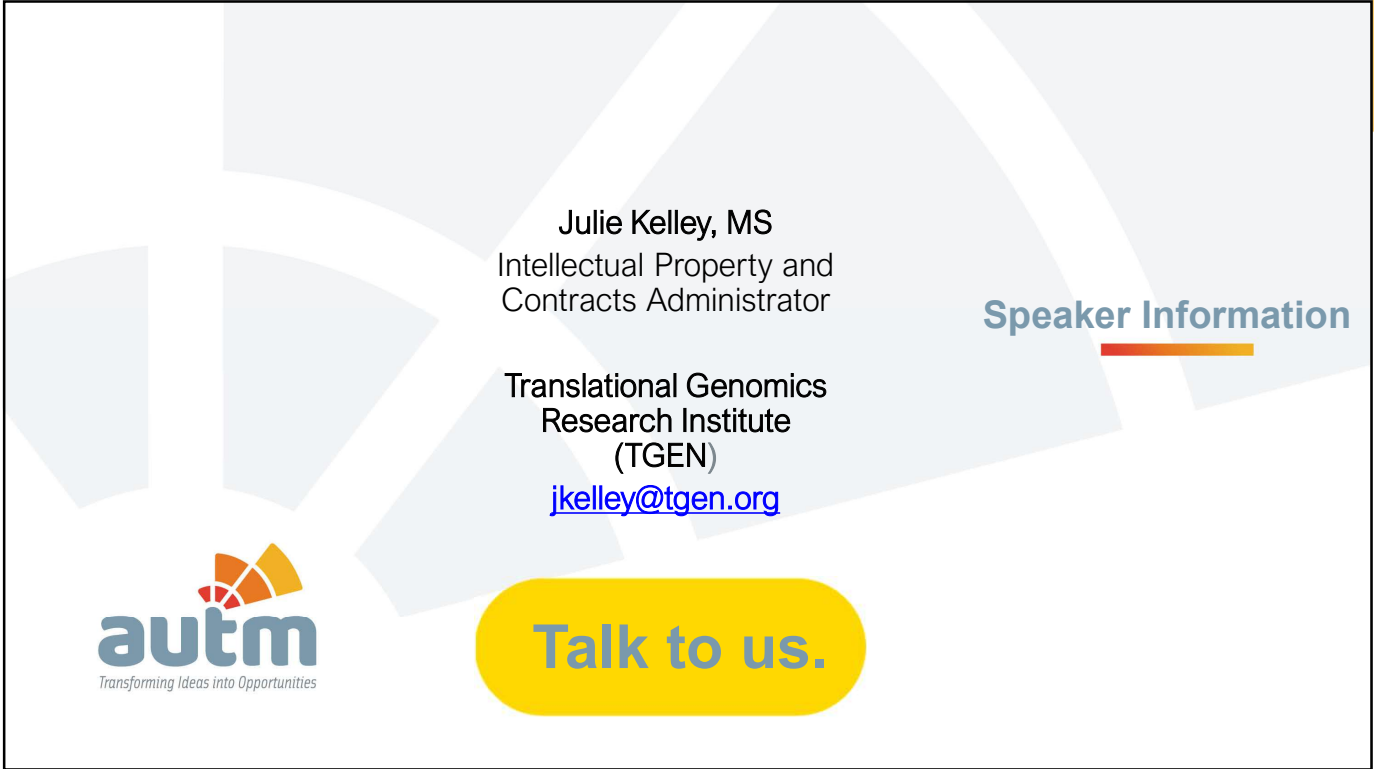


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Confidential Disclosures, February 2022



**Confidential
Disclosure
Agreements**



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Intellectual Property and
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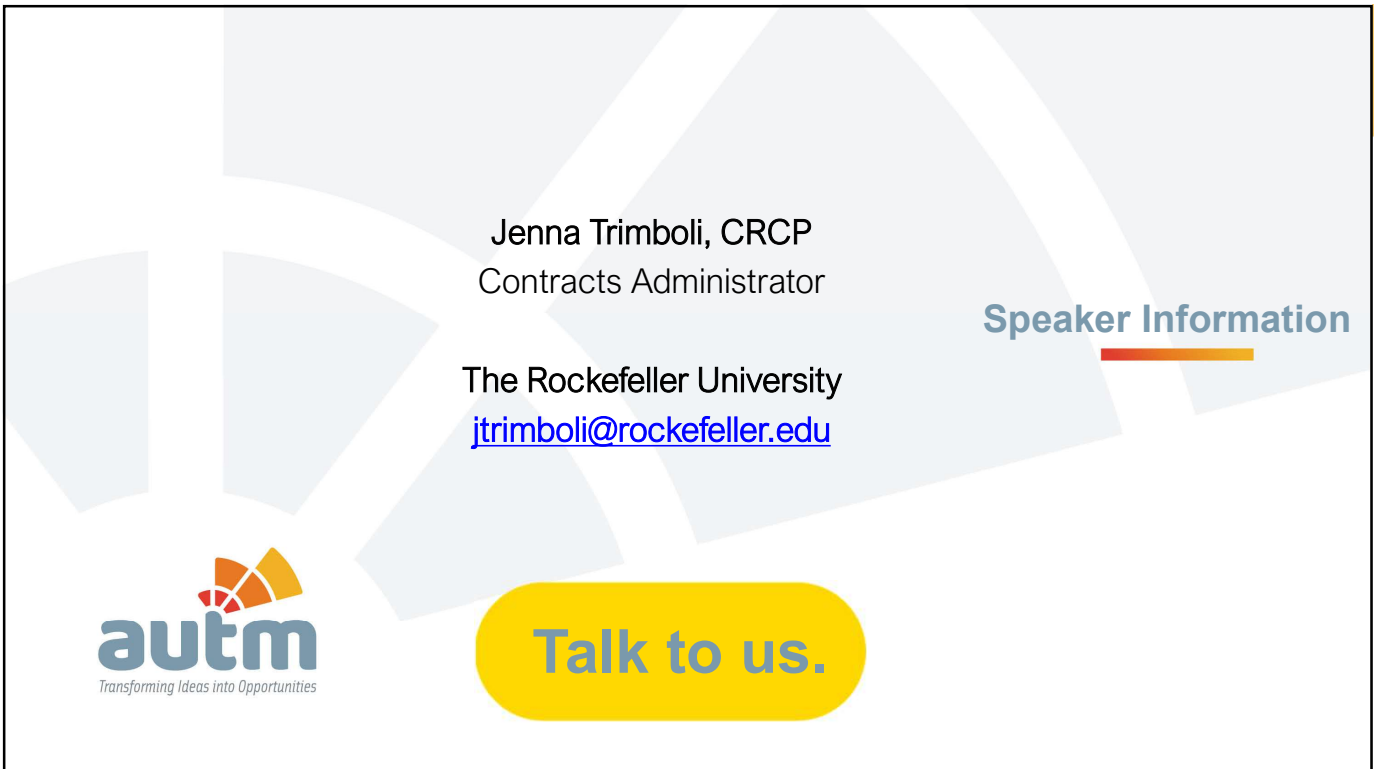
Speaker Information

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Talk to us.



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Speaker Information

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Overview



What is a Confidential Disclosure Agreement?

A Confidential Disclosure Agreement is executed to protect the use and further disclosure of nonpublic, confidential, proprietary information such as inventions, discoveries, research projects and results by a recipient party.



Many names but all the same:

- Confidential Disclosure Agreement (CDA)
- Confidentiality Agreement (CA or CDA)
- Non-Disclosure Agreement (NDA)



When are CDAs necessary?

Prior to disclosures of confidential, proprietary information not yet published or otherwise publicly available, including discussions with industry and academic partners to:

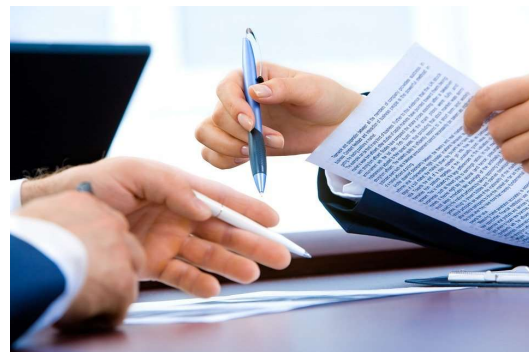
- Evaluate collaborative research projects, investigator-initiated studies, etc.
- Evaluate licensing opportunities
- Evaluate participation in industry-sponsored clinical trials



Agreements related to Confidential Disclosures

Other agreements that may contain language protecting disclosure of confidential information:

- Material Transfer Agreements
- Data Use and Transfer Agreements
- Collaborative Research Agreements
- Sponsored Research Agreements
- License Agreements
- Many others



Basic Information to include in CDAs

- Name/address of other party
- Name of your researcher/employee involved in discussion
- Description of information protected by the agreement
- If applicable, the reference # of your technology/patent
- Purpose of discussion



General Terms to include in CDAs

- Clear definition of what does/does not constitute confidential information
- Permitted uses of confidential information (including to whom the information can be shared)
- Time period for disclosing information under the agreement
- Time limit on a recipient's obligations
- Process for return, destruction, and/or continued use of confidential information
- Governing law and venue
- Retention of title and no license
- If and to whom the agreement can be assigned
- Language regarding the relationship of the parties
- How the agreement can be executed





Benefits to Institution

- Protection of intellectual property
- Tracking of institutional obligations
- Documentation:
 - Third parties receiving your confidential information
 - Third party obligations to your information
 - Which of your employees received third party information
 - Acknowledgement of employee's agreement to abide by terms



Benefits to Researchers



- TTO can help ensure compliance with institutional policies and state/federal regulations
- Protection of research in progress or ideas being considered
- Protection of results and data that haven't yet been published



Best practices for executing CDAs



Things to consider

Does your institution:

1. Have a website that clearly states when a CDA is required, who is permitted to sign on behalf of the institution, and the process for requesting/submitted for execution?
2. Utilize an intake form to obtain necessary information to draft/review agreements?
3. Allow employees to sign CDAs on their own behalf?
4. Require employees to sign CDAs in acknowledgement of terms?
5. Utilize an annual acknowledgement to remind employees of obligations related to receipt of third-party information?
6. Have an outreach program to provide agreement-related education to employees?



Things to keep in mind

- Pro/Con of writing CDA topic and/or purpose broadly (Consider Master CDA)
- Do the people negotiating CDAs know/work with the people negotiating license agreements, sponsored research agreements?
- Don't assume that your university colleagues understand all university policies or terms in agreements.
- Securities law (insider trading)



Best Practices



Best Practices

- Pre-approved templates
- Master CDAs with Notice of Transfer
- DocuSign/electronic signatures
- Recap terms of executed CDA for investigator
- Follow-up with investigator prior to expiration regarding extension



Best Practices

Automate!! Let your database work for you!



Tracking-related suggestions

You never know what you might be asked to report on down the road, and tracking down the necessary information will be much more difficult and time consuming later. If feasible, enter all available information in your database record while negotiating each agreement. This can enable you to:

- Easily provide monthly reports
- Provide reports on a variety of specific fields such as agreements for a specific researcher or department, average turnaround time, average # of touches, etc.
- Provide in depth reports to support requests for additional staffing



Reporting example:

Agreements executed in June 2021										
45 Agreements Average # days to OIC sign - 9 Average # days to fully executed (FE) - 16 49% FE within 7 days										
Agreement ID	AU PI	AU obligation type	Parties	Agmt to OIC	Signed by OIC	# Days to OIC sign	Signed by PI	Agmt FE	# Days to FE	
1	CDA-21-234	Recipient		04/21/2021	05/13/2021	17	05/13/2021	06/22/2021	45	
2	CDA-21-250	Bilateral		05/18/2021	06/03/2021	13	06/03/2021	06/08/2021	16	
3	CDA-21-254	Recipient		05/20/2021	06/14/2021	18	06/14/2021	06/14/2021	18	
4	CDA-21-255	Bilateral		05/21/2021	06/09/2021	14	06/09/2021	06/09/2021	14	
5	CDA-21-257	Bilateral		05/25/2021	06/04/2021	9	06/04/2021	06/07/2021	10	
6	CDA-21-259	Recipient		05/27/2021	06/18/2021	17	06/18/2021	06/18/2021	17	
7	CDA-21-260	Recipient		05/28/2021	06/17/2021	15	06/17/2021	06/17/2021	15	
8	CDA-21-263	Bilateral		06/04/2021	06/28/2021	17	06/28/2021	06/29/2021	18	
9	CDA-21-264	Recipient		06/07/2021	06/18/2021	10	06/18/2021	06/21/2021	11	
10	CDA-21-267	Bilateral		06/17/2021	06/21/2021	3	06/21/2021	06/21/2021	3	
11	CDA-21-269	Bilateral		06/10/2021	06/23/2021	10	06/23/2021	06/24/2021	11	
12	CDA-21-271	Recipient		06/11/2021	06/18/2021	6	06/18/2021	06/24/2021	10	
13	CDA-21-275	Recipient		06/15/2021	06/18/2021	4	06/18/2021	06/24/2021	8	
14	CDA-21-279	Recipient		06/21/2021	06/24/2021	4	06/24/2021	06/28/2021	6	
15	CDA-21-280	Recipient		06/21/2021	06/23/2021	3	06/23/2021	06/29/2021	7	
16	CDA-21-285	Recipient		06/25/2021	06/30/2021	4	06/30/2021	06/30/2021	4	
17	CDA-Master-07	Unilateral MCDA for		05/20/2021	06/14/2021	18		06/15/2021	19	
18	CDA-Master-47	Unilateral MCDA re CT Evals		05/11/2021	06/21/2021	30		06/22/2021	31	
19	CDA-Master-50	Unilateral Master CDA for CT Evals		06/09/2021	06/23/2021	11		06/23/2021	11	
20	CDA-Master-52	Mutual MCDA for CT Eval		06/16/2021	06/28/2021	9		06/29/2021	10	
21	DJA-2020-052	Recipient		06/04/2021	06/22/2021	13		06/24/2021	15	
22	MTA-21-057	Recipient		09/01/2020	09/03/2020	3	09/03/2020	06/01/2021	196	
23	MTA-21-242	Provider		02/10/2021	06/02/2021	81	06/02/2021	06/02/2021	81	



Day 3: Startups