

# Breakout Session

## Master Agreements



# Agenda

- Introductions
- Definition; types of master agreements
- When a master agreement is warranted
- Objectives in a master agreement
- Issues/Challenges
- Q&A

# Panelists

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# Definition – Master Agreements

- Overarching frameworks that establish the general terms & conditions for ongoing or multiple engagements between universities and industry
  - Individual projects added as exhibits
- Streamline the process of getting agreements in place and projects started
- Useful when company and university want to establish a long-term strategic relationship covering multiple projects and/or multiple units across the organizations



# Types of Master Agreements

- Master Research Agreements
- Master Material Transfer Agreements
- Master NDAs
- Master Licensing Agreements
- Master Services Agreements (laboratory services, testing)
- Master Facilities Use Agreements

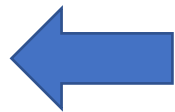


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# Typical U-I Agreements

- NDA (Non-disclosure 1-way or 2-way)
- MTA (Material Transfer Agreement)
  
- Research Agreement (Principal Investigators and/or Students)
- Services Agreement
- Consulting Agreement
- Gifts
  
- Master Research Agreement
- Master Services Agreement
- Master Alliance Agreement



Specialist vs Generalist

# Master Research Agreements between Academia and Industry

Panelists will discuss Master Research Agreements (MRAs) between Universities and Industry. You will get insights into the key question: *When should an “MRA” be considered?*

This session will explore how companies and academic institutions look at MRAs, what are the opportunities and challenges, when to execute them, and what constitutes a WIN/WIN proposition for both parties.



# Considerations for MRAs

- Confidentiality
- IP ownership (foreground and background), use, and licensing
- Publications
- Attachment(s): Project Specification that includes project description, funding, milestones, and any special considerations
- Term and Termination
- Execution: MRA vs Project Specification
- Optional: Funding commitments by the company; Steering committee

# Considerations for MRAs

- InfoSec (Information Security)
  - Exchange of information needs to satisfy all the security protocols
- PPI (personally identifiable information)
  - If PII is applicable, project is NOT allowed to start without having a separate PII agreement governing the ownership and obligations of the parties
- IP (Intellectual property)
  - Impact of AI

# Possible Models for MRAs

## **Two ends of the spectrum:**

- I. General boilerplate for ad hoc projects as they arise
  - Significant alignment with key individual or small group of faculty and industry counterpart
  - High probability of ongoing work over multiple years
  - Lead research champions on each side of relationship
  - Minimal governance structure
- II. Strategic initiative with annual funding commitment to institution
  - Institutional alignment between multiple PIs/departments with industry counterparts
  - RFP process to determine projects/funding distribution
  - Significant oversight/steering committee with pre-negotiated operating framework

# Operating Considerations – Model 1

- Is there a process for confirmation that master will govern selected project?
- Are IP terms (still) appropriate?
- Is the IDC basis or rate (still) applicable?
  
- ❖ *Industry turnover of key personnel is likely to occur at a higher rate than academic turnover*
- ❖ *Build in processes to designate new champions/management and approval processes*

# Operating Considerations – Model 2

## Key requirements:

- Well-defined RFP process (which faculty are eligible to apply?)
  - Rapid decision process for selecting projects
  - Steering committee members selection determined by organizational role
  - Transparent steering committee processes
  - Mechanisms for oversight of multiple projects/activities simultaneously
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- ❖ *Higher need for oversight, higher potential probability of conflicts*
  - ❖ *Build in mechanisms to avoid jump to litigation*

# Look Before You Leap!

Start with thoughtful consideration of whether a Master Agreement makes sense for both parties:

- *Is there a sufficient volume of current/projected projects?*
- *Can you accomplish the same organizational alignment via other mechanism(s)?*
- *Can a written operating structure enhance the long-term value of the relationship?*
- *Do you have the organizational bandwidth to effectively manage the relationship?*
- *Are your organizations undergoing rapid strategic changes that may reduce the need for, or value of, the current alignment?*