Faculty Guidance for Research Agreements

Research and research-related agreements protect the faculty member, researcher, the research team, Purdue, collaborators, sponsors, and research participants. This guidance explains the information Purdue needs to evaluate a proposed agreement, the features that generally support approval, the concerns that may require revision, and practical ways to restructure an agreement so it can proceed.

The guidance applies whether an activity is funded or unfunded and whether the proposed collaborator is a university, company, nonprofit organization, government entity, laboratory, hospital, data provider, or individual. It is written as stand-alone guidance.

Core Principles

1. Research agreements with entities in sanctioned countries (Cuba, Iran, and North Korea) or with restricted parties may be outright prohibited by sanctions regulations or university policy and could jeopardize existing and future federal funding.
2. State of Indiana law (HEA 1179) and University Intellectual Property policy (I.A.1) prohibits the transfer of Statutorily Restricted Research Results[1] created or developed using Purdue resources to a Foreign Adversary Entity[2]. This includes U.S. subsidiaries of organizations in a Foreign Adversary Nation.
    a. This prohibition is separate from any federal requirements and applies to all research agreements, regardless of the funding source.
3. Because Purdue must disclose all foreign gifts and contracts with Foreign Adversary Entities to the State of Indiana, all research agreements with Foreign Adversary Entities also need Chief Financial Officer (CFO) approval to be processed.
4. Be sure to route your research proposals and agreements through Sponsored Programs Services (SPS) to ensure the appropriate checks are completed in the process. SPS will involve Intellectual Property Officers to ensure that Statutorily Restricted Research Results are not being shared with a Foreign Adversary Entity. SPS will involve RSEC for a sanctions, export controls, and/or research security review. Finally, SPS will facilitate getting CFO approval if all other checks are cleared.

[1] Statutorily Restricted Research Results are defined as original data, findings, research results, technical information and other products of the mind that fall within the definition of "intellectual property" within the meaning of IC 21-36-1-1.5 (or any successor provision).
[2] Purdue Foreign Adversary Nations (III.B.7) Policy: https://www.purdue.edu/vpec/policies/ethics/iiib7/

Primary Questions Faculty Should Consider

1. Is any person, collaborator, institution, sponsor, funder, or subrecipient connected to a Foreign Adversary Nation or Entity?
2. If the research activity is with U.S. company, has the corporate hierarchy been reviewed to determine if it is a subsidiary of a Foreign Adversary Nation?
3. Will the research activity result in sharing of any original data, findings, research results, technical information and other products of the mind?
4. Is Purdue the recipient only of any research data, samples, materials, etc., without an obligation to share research results?

Activities That Are Generally Not Permitted

The following activities should be treated as prohibited unless the appropriate compliance professionals (i.e., SPS and RSEC) have specifically assessed otherwise under an applicable rule, regulation, policy, or exception process and it has been approved by Purdue's CFO:

1. Any type of agreement with an entity in a comprehensively sanctioned country
2. Sponsored Research Agreements with Foreign Adversary Entities
3. Sponsored Testing Agreements with Foreign Adversary Entities
4. Material Transfer Agreements with Foreign Adversary Entities when Purdue is the provider of the material or when Purdue is required to share research results
5. Data Transfer Agreements with Foreign Adversary Entities when Purdue is the provider of the data or Purdue is required to share research results
6. Non-Disclosure Agreements with Foreign Adversary Entities when Purdue is providing proprietary/confidential[3] information
7. Consortium Membership Agreements with Foreign Adversary Entities
8. Licensing Agreements with Foreign Adversary Entities
9. Master Research Agreements with Foreign Adversary Entities

Note: the activity covered by the agreement, not the title or label of the agreement, is the primary factor to be considered.

Activities That Require Case-by-Case Review

Many activities are not automatically prohibited but require review before the faculty member commits to participate.

[3] Confidential, as used throughout this document, is defined as information that is not intended for public release from Purdue University.

1. Material Transfer Agreements with Foreign Adversary Entities when Purdue is the recipient of the material
2. Non-Disclosure Agreements with Foreign Adversary Entities when Purdue is receiving proprietary/confidential information
3. Human Subjects related agreements for data collection involving a Foreign Adversary Entity

Ways to Structure an Activity for Approval

If an activity raises concerns, faculty should consider whether it can be modified before requesting approval. The following changes may reduce risk and make an activity more likely to proceed through ordinary University channels:

- Limit the transfer, license or sublicense of intellectual property.
- Limit the activity to publicly available information, published research, open educational content, or general scholarly exchange.
- Avoid sharing unpublished data, confidential information, proprietary information, export-controlled information, sponsor-restricted information, or statutorily restricted research results.

Reporting Considerations

If a research agreement is executed with a Foreign Adversary Entity, it will be evaluated by multiple offices to ensure it is scoped appropriately from a compliance perspective and ultimately may trigger reporting and disclosure obligations to the State of Indiana or Federal Government under various Foreign Gift and Contract Reporting Requirements. This information will be publicly available and may be used by external parties to assess Purdue's overall research security posture.