CARNEGIE INSTITUTION OF WASHINGTON

H. RESEARCH AND RELATED POLICIES

I. Policy on Consulting and Other Outside Professional Activity……… 2

II. Policy on Industrially-Sponsored Research and Collaborative
    Research With Industry……………………………………………… 6

III. Policy on Conflict of Interest……………………………………… 11

IV. Policy on the Conduct of Research……………………………… 17

V. Policy on Maintenance and Accessibility of Research Data……….. 26

VI. Policy on Inventions and Patents…………………………………… 28

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I. POLICY ON CONSULTING AND OTHER OUTSIDE PROFESSIONAL ACTIVITY

This policy covers the following areas of outside professional activity by staff members of Carnegie Institution of Washington:

- Consulting
- Use of Institutional facilities and services for non-Institution matters

This Policy applies to the scientific staff (including scientific support), and other non-scientific senior staff with expertise in specific areas. For purposes of this policy, the term “staff member” is used to describe all persons to whom this Policy applies.

1. A staff member of the Institution is usually considered to have made a commitment to full-time service with the Institution. However, a reasonable amount of time in outside consulting work may advance the interests of the individual as well as that of the Institution. On the other hand, if overdone, it can divert the staff member from his or her primary responsibilities to the Institution.

2. Consulting is defined as activity related to the staff member’s field of expertise usually in a fee-for-service or equivalent relationship with a party other than the Institution. A consultant is a person who agrees to provide his or her professional capabilities and experience to further the agenda of a third party in return for personal financial gain. The typical case is consultation on a part-time basis as an independent contractor with an industrial organization. Consulting may also include (infrequently) the case when a staff member accepts status as a part-time employee of a third party. Besides providing advice and recommendations, consulting may also include service as a director of, or as a member of an advisory committee to, or as a partner in, an enterprise engaged in business related to the staff member’s field.

3. Time spent in the following activities is usually not considered consulting:

- Publication of scholarly books and articles;
- Service on national commissions, government advisory groups, peer-group review boards, visiting committees, and advisory groups to other educational and non-profit research institutions;
- Service in the capacity of board member or trustee to other educational and non-profit institutions;
- Review and editing articles submitted to professional journals; and
- Participation in professional seminars and similar meetings.

The common denominator of the foregoing activities is that, even though some emolument may be involved, they are not generally undertaken for material financial gain.

4. Consulting also does not usually include endeavors for financial gain that are not related to the staff member’s professional or occupational field and do not impinge on the Institution’s interests. Such activity may be pursued without Institution regulation so long as the full-time
commitment to the Institution is maintained, there is no conflict of interest, and the Institution’s property and personnel are not being exploited.

5. The amount of time spent consulting is subject to reasonable limits and may generally not exceed more than one day per week. The quality of consulting must not have an adverse impact on the prestige of the Institution or the reputation of the staff member. Consideration must also be given to possible conflicts of interest and adverse conditions that may affect the Institution’s sources of support. Also, the amount of learning to be gained by the staff member and its contribution to the department and the Institution should be a consideration. How these general principles are applied will depend on the facts of particular cases, the circumstances of the particular department, and the interests of the Institution as a whole at the particular time of the consideration.

6. A staff member must submit a full written description of the consulting activity and have the Director’s approval before making a consulting commitment (the president’s approval in the case of a Department Director). The approval of the President must be obtained if the commitment is to an organization, or affiliate or an individual associated with an organization, that is an industrial sponsor or collaborator in the staff member’s research. (See the Institution’s Statement of Policy on Industrially-Sponsored Research and Collaborative Research with Industry.) Any substantial change in a previously approved consulting arrangement is to be resubmitted to the Director for approval.

7. The amount of time spent on consulting activity must not be applied as effort to any grant associated with the Institution.

8. Each staff member will file an annual report with the Director disclosing consulting activity engaged in during the preceding twelve months and activity expected to be engaged in during the succeeding twelve months. The report should include the nature of the activity, the organization served, the staff member’s relationship with the outside parties, the substance of any patent and publication agreement, and the time devoted (or to be devoted) to the activity. A summary report of all the reports of the Department, with any comments of the Director, is forwarded to the President at the end of June in each year.

9. Post- and pre-doctoral fellows and associates are not to engage or assist in consulting activities.

10. Consulting activity or other outside work for personal remuneration may not be carried out in the Institution’s facilities, except in cases of infrequent conversation among staff members and those to whom they consult, may not use equipment or other property of the Institution or the services of its support staff. In no case will a consulting arrangement include gifts of Institution property.
11. A staff member who undertakes to engage in consulting activity will make sure that his or her commitment is not in conflict with the Institution’s Statement of Policy on Inventions and Patents, the provisions of any U.S. Government grant to or with the Institution, or the staff member’s Invention Disclosure Agreement with the Institution. As a general rule, it is advisable that the consulting arrangement be embodied in a written agreement. Although there is no requirement that any such agreement be reviewed by the Institution or that any specific language be included, the attached Invention Clause has been developed for inclusion in such agreements.

In most cases, the Clause will be adequate to put the other party (or parties) on notice as to the Institution’s rights and the fact that the consultant’s obligations to the Institution (and indirectly to the Government) remain unaffected by the terms of the consulting arrangement. If the consulting arrangement is not in a written form suitable for inclusion of the Invention Clause, the staff member should deliver the Clause with the request that the other party signify in writing, separately or by endorsement, an acknowledgement of its receipt and agreement to its provisions.
INVENTION CLAUSE

1. Consultant assures Corporation X that he or she is not a party to any existing contract that would prevent his or her entering into this Consulting Agreement or would be breached by his or her performance of this Agreement.

2. Consultant assures and Corporation X acknowledges that—
   (a) as a staff member of Carnegie Institution of Washington (the Institution), Consultant is subject to the Institution’s Inventions and Patents Policy, which reserves to the Institution certain rights with respect to inventions conceived or put to practice in the performance of work at and for the Institution;
   (b) Consultant has also signed an Invention Disclosure Agreement with the Institution to assure compliance with the Inventions and Patents Policy as well as with the Patent Rights Clause that is normally included in grants awarded to, and contracts entered into with, the Institution by agencies of the United States Government; and
   (c) In the Invention Disclosure Agreement, Consultant is obligated not only to disclose inventions to the Institution but also to execute papers necessary for the filing of patent applications and for the establishment of the rights of the Institution and the United States Government in inventions and patent applications.

3. If, during the term of this Consulting Agreement, Consultant individually or jointly with any other person, conceives or puts to practice an invention that relates both to Consultant’s work under this Consulting Agreement and to Consultant’s work governed by his or her Invention Disclosure Agreement with the Institution, Consultant will disclose the invention simultaneously to the Institution and to Corporation X. Consultant and Corporation X will exercise their best efforts, in cooperation with the Institution, to investigate, evaluate, and determine, to the mutual satisfaction of the three parties—
   (a) the disposition of the rights of the invention, including whether, by whom, at whose expense, and in what countries patent applications are to be filed;
   (b) the disposition of rights required to be granted to the United States Government under any applicable grant or contract;
   (c) whether and by whom a request for waiver is to be submitted to the United States Government in situations where title or any other right is required to be granted to the Government; and
   (d) what, if any, delay of publication of the invention is appropriate to protect possible patent rights.

4. Any disposition of rights pursuant to Paragraph 3(a) or (b) will not preclude Corporation X and the Institution from subsequently granting to a third party such additional rights to the invention as may be required upon a proper showing that the third party is entitled thereto.
II. POLICY ON INDUSTRIALLY-SPONSORED RESEARCH AND COLLABORATIVE RESEARCH WITH INDUSTRY

The Institution allows, under appropriate circumstances, industrial support in order to strengthen ongoing programs and to start new lines of research. Financial support and scientific collaboration with industry can foster creative partnerships that promote more rapid scientific progress and stimulate effective use of new knowledge.

This Policy Statement is concerned both with the financial sponsorship of research at the Institution by a business corporation or other for-profit organization and with research collaboration between members of the Institution and members of such organizations. An arrangement between the Institution and an organization may include features of both kinds of relationship. Each such arrangement between the Institution and an organization must be set forth in a written Agreement, consistent with this Policy Statement and approved by the Department Director and the President.

1. Basic Principles:
   The Institution’s primary dedication is to the discovery of knowledge by fundamental scientific investigations and to the training of young scientists for careers in science fields. Any industrial sponsor of or industrial collaborator in research at the Institution must recognize the Institution’s basic mission and be sympathetic to traditions related to it.

   Joint projects must represent areas in which the objectives of the sponsor or collaborator are the same as the Institution’s independent priorities and the voluntary interests of its scientists.

   Responsibility and authority for directing the sponsored or collaborative research must reside with the Institution’s Staff Member. The Institution will not accept research that is subject to the technical direction of the sponsor or collaborator.

   In keeping with the Institution’s traditions of freedom of inquiry and independence for its postdoctoral fellows and associates and predoctoral students, industrial support for these investigators may only be accepted by the Institution as unrestricted support. (See Section #6)

   No fee shall be paid to a Staff Member or colleague associated with the research project as an integral part of the funding arrangement. An Institution Staff Member may, however, accept a separate contract with a sponsor or collaborator for consulting services to be rendered apart from the research and on premises other than the Institution’s. (See Section #14.)

2. Objectives of Research:
   The Agreement with the sponsor or collaborator should state clearly the scope of the Institution’s intended investigation. The Agreement should also identify both the objectives of the sponsor or collaborator and its scope and scale of participation in the intended investigation.

   Throughout the investigation, the Institution’s Staff Member(s) will have broad flexibility
in the direction of the work. If the sponsored or collaborative research should identify new areas of research, the Institution’s Staff Member(s) will have first priority to pursue research activities in these fields, rather than the sponsor or collaborator.

To a Sponsor:

Financial accountability to a sponsor by the Institution will be discharged by annual financial reports, in line with usual Institution practice.

Program accountability to the sponsor will be met by timely reports, reviews, and/or site-visits as specified in the Agreement. Additionally, brief annual written reports of scientific progress, with reprints of publications and copies of data, may be furnished to the sponsor. No dissemination or use of information furnished to the sponsor by means of site-visits, publications, or written reports will be made without the written permission of the Staff Member(s).

To a Collaborator:

A brief but comprehensive review of a collaborative investigation, covering the progress of the research as well as the effectiveness of the administrative and financial procedures, will be carried out by a Review Committee whenever either party to the Agreement requests it, but no more frequently than annually.

The Review Committee should aim to ensure mutual understanding and, if necessary, to improve the terms of the Agreement. The Review Committee should include two or more of the Institution’s Staff Members, the collaborator’s scientific representatives, and additional outside scientists, as specified in the Agreement. The outside scientists should be distinguished scientists of mutual acceptability and have no substantial current relationships with the collaborator or the Institution. The Review Committee may elect to use its outside scientist members as a site-visit team.

Brief annual written reports of scientific progress, with reprints of publications and copies of data and appropriate laboratory notebook pages, will be exchanged between the Institution and the collaborator annually. No dissemination or use of any data and records will be made without the written permission of the authoring scientist.

4. Terms of Sponsored Support:

A. The usual duration of sponsored support should be three to five years for a major project (unless specific advances are expected to be achieved earlier). Because of the nature of fundamental research, the Agreement should provide for the possibility of an extension, following a satisfactory review of the project. The Agreement should also provide for sufficient notice in case of termination by the sponsor or the Institution, subject to honoring any phase-out costs and any existing commitments to Institution personnel.

B. The Agreement with a sponsor must include or refer to a project budget. The budget
will include all direct operating costs plus the Institution’s full indirect costs at not less than the prevailing federally approved rate. Direct costs include appropriate support for special demands on facilities beyond usual indirect costs, e.g., analytic and growth facilities, computation facilities, and shops. Generally, for major projects, the budget may also include reasonable related capital expenses for such items as laboratory renovation and scientific equipment and instrumentation, to be purchased and owned by the Institution. Payments to the Institution must be made in advance.

Subject to the consent of the Staff Member(s), the Institution may include a clause in the Agreement permitting the sponsor first option to fund additional related projects at the Institution. Subject to such an option, the Institution retains the right to obtain complementary support from government and private sources, including another for-profit entity.

6. **Unrestricted Support:**

In recognition of the importance of the Institution’s role as an educational institution of the highest learning, the sponsor or collaborator is requested to contribute general support funds for predoctoral students, postdoctoral fellows and associates, and visiting scientists. This funding may be accomplished through a separate gift or grant to the Institution, or as part of the Agreement to sponsor or collaborate in specific research. Brief annual reports will be furnished by the Institution on uses made of this unrestricted support.

7. **Staff:**

Institution staff (scientists and support staff) participating in sponsored or collaborative research will receive compensation and other benefits consistent with the Institution’s prevailing standards, without regard to any level of outside funding.

8. **Visitors:**

From time to time the sponsor or collaborator may wish to send representatives to the Institution to discuss research-in-progress or to learn details of investigative techniques. Such visits are subject to the approval of the Director.

Arrangements for such visits by a **sponsor** can be developed whenever mutual interests are identified. The nature of such visits may require supplementary funding and/or separate agreements, relating, for example, to proprietary information or inventions.

Arrangements for such visits by a **collaborator** must be specified in the Agreement.

9. **Facilities:**

The Institution provides its own basic laboratory facilities and retains full control and authority over them.

In a case where joint use of the Institution’s and/or the sponsor’s or collaborator’s
facilities are envisioned, such arrangements must be spelled out in the Agreement and must be consistent with the Institution’s Statement of Policy on Inventions and Patents. (See Section #10.)

In some cases the Institution may be willing to provide certain items, e.g., plasmids, alignments of crystals, etc. to a sponsor or collaborator for a fee to the Institution. Terms for such sales and services must be negotiated as part of the Agreement in the first instance. In no case will consulting arrangements of individual Institution scientists include gifts of such items.

10. **Inventions, Patents, and Royalty Revenues:**

The Agreement’s provisions must be consistent with the Institution’s Statement of Policy on Inventions and Patents. The brief comments which follow do not replace or substitute for the more detailed and specific statements of that document.

The Institution will hold title to all inventions resulting from sponsored research work at the Institution, subject to applicable federal laws and regulations. Where appropriate and permissible in the judgment of the Institution, the Agreement may give the sponsor the right of first refusal on an exclusive license for a certain period of time.

In collaborations, title to inventions shall be shared between the Institution and the collaborator (provided the collaborator contributed to the invention), subject to applicable federal laws and regulations. The Agreement must include a formula for revenue sharing applicable to any invention resulting from the project.

To make decisions whether to file patent applications, discussions will be held on a case-by-case basis between the Staff Member(s) (together with the Institution’s officers) and representatives of the sponsor or collaborator. Typically, the outside organization is expected to bear the costs of patenting.

11. **Scientific Publications and Meetings:**

The Institution’s Staff Member(s) and their Institution colleagues retain full freedom to publish and present promptly all results of their research, without a sponsor’s or collaborator’s prior approval. Only minimal delays (typically 30-90 days) will be accommodated to allow for consideration of filing patent applications.

12. **Publicity:**

Neither party to a sponsored or collaborative research arrangement will promote public discussion of, or issue announcements about, the arrangement without the prior written approval of the other. The general purpose, level of effort, and duration of the research may be announced publicly shortly after the Agreement is signed. Subsequently, public announcements on the status and progress of the work must be drafted jointly and released at mutually agreeable times. (The normal research presentations and writings of scientists to fellow members of the scientific community generally are not intended to be constrained by this section, subject to reasonable
delay for possible patent filing requirements.)

13. **Confidentiality:**

   In order to maintain the vigorous and open pattern of creative interactions of Institution laboratories amongst themselves and with the scientific community generally, the sponsor or collaborator must cooperate diligently with the Institution throughout the conduct of the research to minimize stringently the amount and degree of proprietary or confidential information associated with the work. Proprietary and confidentiality areas must be specified in the Agreement.

14. **Consulting:**

   A Staff Member (or other Institution members, as appropriate) may serve as consultant to the sponsor or collaborator under a separate contract consistent with Institution policies on consulting. Contracts must be submitted in advance through the appropriate procedures for review and approval before the research Agreement is signed. (See the Institution’s Statement of Policy On Consulting and Other Outside Professional Activity.)
III. POLICY ON CONFLICT OF INTEREST

BACKGROUND

The transfer of knowledge and information from academia to industry gives rise to a range of activities and relationships that can be extremely beneficial to the public. Employee involvement in private industry and national laboratories can be a powerful mechanism.

Some degree of conflict of interest may be inevitable as academic research or educational activity addresses problems in the real world. It is important that such conflicts be managed so that the purpose and mission of the activity are not compromised, the investment of the public is protected, and the integrity of scholarly activities is maintained. A coherent conflict of interest policy can help not only to guide relationships between academia and industry, and between academia and government, but also to ensure the protection of the mission of an academic institution such as the Carnegie Institution of Washington (the Institution).

This policy statement is concerned with the protection of the Institution’s mission and its public and private sponsors through the proper management of conflicts. In addition, it is designed to comply with requirements for grant proposals and awards established by the National Science Foundation (NSF).

DEFINITIONS

Employee. The definition of an Employee for the purpose of this policy is any individual who is currently (or intending to be) responsible for the design, conduct, or reporting of the Institution’s administrative, financial, research, or educational policies or activities funded or proposed for funding by NSF, any other federal agency, or any other outside organization or individual. A Fellow or Associate who is a Principal or Co-Principal investigator on a proposal would also be included in the definition of Employee for the purpose of this policy.

Conflict of Interest. A Conflict of Interest may take various forms, but arises when an Employee is (or may be) in a position to influence the Institution’s business, research, educational activities, or other decisions in ways that could lead to any form of personal gain for the Employee or the Employee’s family, bias the Employee’s research, or give improper advantage to others to the detriment of the Institution or the interest of the public. For example, a Conflict of Interest could exist when an Employee has a Significant Financial Interest that would reasonably appear to be directly and significantly affected by the research or educational activities funded or proposed to be funded by the Institution or an outside sponsor. A Conflict of Interest does not exist if the spouse of an employee is employed by a Federal agency if the Federal agency prevents its employees from being directly involved in an award to a spouse or immediate family member. Further, ownership of shares in a mutual fund, or in TIAA CREF funds, does not create a potential conflict.

Significant Financial Interest. A Significant Financial Interest includes anything of monetary value, including payment for services (salary, retainer, consultant fee, honorarium), stock, stock...
options, partnership interest, intellectual property rights (i.e. patents), and payment for and royalties from such rights. A Significant Financial Interest does NOT include (1) salary, royalties or other remuneration from an applicant under the Small Business Innovation Research Program (SBIRP) or Small Business Technology Transfer Program (SBTTP) or any ownership interests in such an applicant; (2) income from seminars, lectures, or teaching engagements sponsored by a public or nonprofit entity; (3) income from service on an advisory committee or review panel for a public or nonprofit entity; or (4) a financial interest in a business enterprise or entity if the value of such an interest does not exceed $5,000 or represent more than a five percent ownership in the enterprise or entity.

The following examples can be used as guidance in determining whether a Significant Financial Interest exists. An investment valued currently at $4,000 in stock of an entity would not be considered a Significant Financial Interest because it is a financial interest that is less than $5,000. However, an investment valued currently at $5,500 would be considered a Significant Financial Interest because it does exceed $5,000. At the same time, a salary from the same entity (assuming the entity does not come under (1) through (3) above) would be considered a Significant Financial Interest, regardless of the amount because the salary is of some monetary value and is a payment for services. Finally, if the entity is under SBIRP or SBTTP, no amount of an investment in or salary from them would be considered a Significant Financial Interest.

**PROCEDURES**

Responsibilities for Implementation

1. Overall responsibility for the Institutional implementation of this policy shall be that of the President. This responsibility may be delegated to the Departmental Directors and will be monitored by the Director of Administration and Finance.

2. The Institution shall certify its compliance with this policy in its grant proposals as required by awarding agencies. Such certification shall include statements that all required financial disclosures were made (see discussion of the Employee Disclosure Form below) and that either no Conflicts of Interest exists or, if any Conflicts exist, the Institution shall certify that it has been adequately managed so as to not preclude the Institution from receiving funding (see Institutional Review of the Form below).

The Employee Disclosure Form

3. On an annual basis, each Employee shall receive and be required to complete a form that will disclose circumstances that, by definition, could cause a Conflict of Interest. On the Form, each Employee shall disclose all Significant Financial Interests. If no such interests exist, this shall be positively stated on the form. The Employee will be responsible for updating the form if he/she acquired new reportable Significant Financial Interests.

4. The Forms shall be maintained in the Employee’s personnel file for at least three years after the termination or completion of the activity or the funding award to which they relate or the resolution of any government action involving the records.
Institutional Review of the Form

5. The Employee Disclosure Form shall be submitted to the Department Director. At the Department level, the form will be reviewed for accuracy using any reasonable method. The review shall include: (a) a determination as to whether an actual or potential Conflict of Interest exists by reason of a Significant Financial Interest that could affect the design, conduct, or reporting of administrative, financial, research, or educational activities funded or proposed for funding by a federal agency and (b) what conditions or restrictions, if any, should be imposed by the Institution to manage, reduce, or eliminate the Conflict.

6. A Conflict of Interest can be managed, reduced, or eliminated by any means including: public disclosure of Significant Financial Interests; monitoring of the Employee’s activity by independent reviewers; modification of the research plan; divestiture; or severance of relationships. The Department Director shall consult, where appropriate, with the Director of Administration and Finance to determine a reasonable method to manage the conflict.

7. Where an employee has an unmanageable Conflict of Interest, the Institution shall inform the funding agency of the conflict.

8. All records of action taken to manage actual or potential conflicts of Interest, shall be maintained along with the Employee Disclosure Forms.
Carnegie Institution of Washington
Employee Disclosure Form

Name: _________________________________ Date __________________

Dept: _________________________________

A conflict of interest may take various forms but arises when an employee of the Institution is (or may be) in a position to influence the Institution’s administrative, financial, research and educational programs or decisions in ways that could lead to any form of personal gain for the employee or his/her family, or give improper advantage to others to the detriment of the Institution or the interests of the public. This form is to be completed by every employee who is or will be responsible for the design, conduct, or reporting of administrative, financial, research or educational activity within the scope of his/her employment that is funded (or proposed for funding) by a government agency or other outside organization. In addition, this form is to be completed by any employee who intends to propose for outside funding within the next fiscal year. Please refer to the Institution’s Policy on Conflict of Interest for further information.

The term Conflict Entity as used in this form is not only an individual but also a corporation, partnership, trust, or any other public or private enterprise or organization that is (or is expected to be) (a) a sponsor of your research or educational activity, (b) engaged in an area of business related to the area of that activity, or (c) doing any kind of business or collaboration with the Institution.
Part I. Conflict of Interest Screening Questions

1. Are you or is any immediate family member (your spouse or any dependent child) currently or prospectively a partner, director, trustee, officer, manager, or agent of a Conflict Entity? (Do not include Federal employment for spouse or dependent children.)

   _____ Yes   (Please explain below)   _____ No

2. Do you or does any immediate family member have or expect to have a consulting or other personal service relationship with a Conflict Entity? (Do not include Federal service for spouse or dependent children.)

   _____ Yes   (Please explain below)   _____ No

3. Do you or will you and/or other immediate family member(s) have an ownership or other financial interest (such as stock, partnership interest, option, below market interest rate loan, intellectual property right) in a Conflict Entity of more than five percent or more than $5,000 in value? (Do not include the ownership interests in entities that are applicants under the Small Business Innovation Research Program or Small Business Technology Transfer Program)

   _____ Yes   (Please explain below)   _____ No

4. Do or will you and/or any immediate family member(s) have the right to receive from any Conflict Entity anything of value including fees, salary, retainers, honoraria, or other payments for services)? (Do not include income from a seminar, lecture, or teaching engagement sponsored by a public or nonprofit entity or income from service on an advisory committee or review panel for such an entity or income from an applicant as described in 3. above)

   _____ Yes   (Please explain below)   _____ No

5. Do or will you or any immediate family member have any other relationship, commitment, activity, right, or asset that you think might present or appear to present a conflict of interest with your research or educational activity?

   _____ Yes   (Please explain below)   _____ No

Part II. Additional Information from Part I

Please identify each Conflict Entity and briefly describe the circumstances that
caused a “yes” response in Part I.

Part III. Affirmation

In submitting this Form, I affirm that the above information is true to the best of my knowledge, that I have read the Carnegie Institution of Washington’s Policy on Conflict of Interest, and that I will promptly report any circumstances that requires or may require a change in my responses.

Employee’s Signature ________________________ Date __________

Report of Review

Based on the activity reported, and to the best of my knowledge:

——— No conflict of interest exists.

——— A conflict of interest may exist, but does not appear to be significant. (If so, please attach an explanation and forward to Department Director.)

——— A conflict of interest may exist that warrants further review. (If so, please attach an explanation and forward to Department Director.)

Department Business Manager’s Signature ________________________

Date ________________________

Department Director’s Signature ________________________

Date ________________________

(if approval needed)
IV. POLICY ON THE CONDUCT OF RESEARCH

General Description of the Carnegie Institution

The purposes of the Carnegie Institution of Washington are stated in Section 2 the Articles of Incorporation, approved by the 58th Congress of the United States and the President of the United States in April, 1904:

“Sec. 2. That the objects of the corporation shall be to encourage, in the broadest and most liberal manner, investigation, research, and discovery, and the application of knowledge to the improvement of mankind; and in particular –

(a) To conduct, endow, and assist investigation in any department of science, literature, or art, and to this end to cooperate with government, universities, colleges, technical schools, learned societies, and individuals.

(b) To appoint committees of experts to direct special lines of research.

(c) To publish and distribute documents.

(d) To conduct lectures, hold meetings, and acquire and maintain a library.

(e) To purchase such property, real or personal, and construct such building or buildings as may be necessary to carry on the work of the corporation.

(f) In general, to do and perform all things necessary to promote the objects of the institution, with full power, however, to the trustees hereinafter appointed and their successors from time to time to modify the conditions and regulations under which the work shall be carried on, so as to secure the application of the funds in the manner best adapted to the conditions of the time, provided that the objects of the corporation shall at all times be among the foregoing or kindred thereto.”

Of major additional significance is the Institution’s educational program for pre-doctoral and post-doctoral students, recognizing the intimate association of research and training in science.

The work of the Carnegie Institution is currently carried out at six departments: The Department of Embryology (3520 San Martin Drive – Baltimore, Maryland – 21218), the Department of Terrestrial Magnetism (5241 Broad Branch Road, N.W. – Washington, D.C. – 20015-1305), the Geophysical Laboratory (5251 Broad Branch Road, N.W. – Washington, D.C. – 20015-1305),
The Observatories (813 Santa Barbara Street – Pasadena, CA – 91101-1292), including Las Campanas Observatory (Colina El Pino – Casilla 601 – La Serena – Chile), the Department of Plant Biology (260 Panama Street – Stanford, CA – 94305-4101), and the Department of Global Ecology (260 Panama Street – Stanford, CA – 94305-4101).

The scientific work of the Carnegie Institution is supported by its endowment, by private gifts, and by grants from private foundations, corporations, and the federal government. The institutional tradition is that all work is, when completed, published in scientific journals. The Institution does not enter into any relationships that restrict the freedom of its scientists to publish or communicate research results.

PURPOSE OF POLICY

This policy is established in response to government regulations, including: a) 42 CFR 50, Subpart A of the Public Health Service (PHS), Department of Health and Human Services (DHHS), entitled “Responsibilities for PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science;” and b) 45 CFR part 689 of the National Science Foundation (NSF) entitled “Research Misconduct.”

In addition, this policy includes guidelines to assist Carnegie scientists in questions concerning co-authorship of scientific papers. In addition, general expectations regarding the sharing of materials and data with other research scientists are given, as required by the National Science Foundation.

POLICY FOR DEALING WITH ALLEGATIONS OF SCIENTIFIC MISCONDUCT

1. Preamble.

“A code is a reduction of an ideal and will always fall short by virtue of the simple fact that language is not capable of incorporating reality, much less an ideal. A code no more describes or improves upon a consensus than a train schedule describes or improves upon a journey…Indeed, if consensus is taken in its root meaning as derived from Latin to connote a feeling with, or a mutuality of, shared sentiment, then the act of documentation may be the best way to note the demise of consensus.” (A.B. Giamatti, The University and the Public Interest, Atheneum, New York, 1981.)

Excellence in research, the essential goal of the Carnegie Institution rests, as it always has, on the highest ethical standards of the scientific community. Traditionally, these standards are taught, fostered, and maintained by the staff, according to a well-understood, if rarely expressed consensus. The standards themselves grow out of the scientific enterprise which, in its search for increasingly realistic understanding of nature, requires scrupulous honesty, critical judgment, and prompt communication of research results by publication and presentation at scientific meetings.
2.0 APPLICABILITY

2.1 This policy is applicable to all scientists and students working at the Departments of the Carnegie Institution of Washington. Although it is expressed in terms of a single person charged with misconduct, a single person making a charge, and a single allegation, it is equally applicable to allegation by or against more than one person.

3.0 MISCONDUCT IN RESEARCH

3.1 Misconduct in research means serious deviation from practices commonly accepted within the scientific community for proposing, conducting, or reporting research. Examples of serious misconduct include fabrication or falsification of data, theft of ideas or direct plagiarism, and deliberate interference with the integrity of the work of others. Whatever the form, misconduct in research may lead to disciplinary action and serious misconduct in research may result in dismissal of an employee or fellow. Misconduct does not include honest error or honest differences in interpretations or judgments of data.

4.0 ALLEGATIONS OF MISCONDUCT IN RESEARCH

4.1 Anyone having a good and substantial reason for thinking that misconduct in research has taken place at a Carnegie Department should in most circumstances present his or her concerns to the person suspected of misconduct. Allegations of misconduct, even if made informally, should only be made when clear indications of misconduct are available. A perception of misconduct may be conveyed from incomplete information or misunderstanding, when in fact no misconduct has occurred. Such misapprehensions can often be resolved through direct communication with the person in question. However, if such direct communication seems inappropriate, or if it fails to resolve the concern, the allegation of misconduct shall be brought to the attention of the Director of the Department.

4.2 Allegations of misconduct in research may lead to informal inquiry and more formal investigations. These inquiries or investigations can raise difficult and sensitive issues for those making the allegation, for those suspected of the misconduct, and for those responsible for investigation. An inquiry or investigation should be conducted with care and sensitivity. When misconduct in research occurs, the Institution expects that those aware of or witnessing it should be able to report it in a responsible manner without fear of unjust retribution. The privacy of those who in good faith report apparent misconduct will be protected to the maximum extent possible. A person alleged to have engaged in misconduct will be afforded confidential treatment to the maximum extent possible, a prompt, thorough, competent, and fair investigation, and an opportunity to comment on allegations and/or findings of the inquiry and investigation. In those cases where, despite efforts to maintain confidentiality, an allegation has become public, diligent efforts will be undertaken, as appropriate, to restore the reputations of the person charged when the allegation is not confirmed.
4.3 In response to an allegation of misconduct in research, the Director should determine, after discussion with the person bringing the allegation, whether the allegation has the semblance of merit. If the Director determines that the allegation does or that other evidence of possible misconduct exists, he or she will immediately appoint a Committee of Inquiry and name the Committee’s Chairman, and so inform the person alleged to have engaged in the misconduct and the President of the Institution. The President will provide, from the Administration budget, any funds required to ensure a proper inquiry and, if necessary, investigation.

4.4 Allegations or other evidence of possible misconduct in research by Department Directors shall be brought to the attention of the President, who will proceed in a manner analogous to that described below.

5.0 INQUIRY

5.1 The membership of the Committee of Inquiry shall include persons with necessary and appropriate expertise to carry out a thorough and authoritative evaluation of the relevant evidence. In making appointments to the Committee, the Director shall take precautions against real or apparent conflicts of interest on the part of those involved in the inquiry. Scientists working at the Department or other Departments of the Carnegie Institution may be appointed to the Committee.

5.2 In the absence of special conditions (see Section 5.6 below), the existence of a Committee of Inquiry and of its mission must be kept confidential, as public awareness of the inquiry may unfairly and irreversibly stigmatize involved persons, including those who may eventually be exonerated of any guilt or blame and those who brought the allegation of misconduct in good faith. Moreover, the Committee must undertake wherever possible to conduct its inquiry in a discreet and confidential manner.

5.3 The Committee of Inquiry shall immediately explore the allegation or any other evidence of possible misconduct in accordance with the principles stated in Section 4.2 above to determine whether an allegation or apparent instance of misconduct warrants an investigation. The Chairman of the Committee shall inform the subject of the inquiry of the nature of the allegation and solicit a response. The Committee’s method of inquiry may vary in response to the particular circumstances of each case, but should, wherever possible, rest on a review of objective data without the disclosure of the inquiry to persons other than those directly affected.

5.4 The Committee should pursue its inquiry in an expeditious manner, respecting both the need for thoroughness and the right of the subject of the inquiry to a speedy and fair resolution of the allegation. The Committee is expected to complete its report within 60 calendar days of its initiation unless circumstances clearly warrant a longer period. If the inquiry is to be extended beyond 60 days, the Chairman shall so inform the Director, and the record of the inquiry shall include documentation of the reason for exceeding the 60-day period. Only extenuating circumstances will justify such an extension.
5.5 The Committee shall maintain a sufficiently detailed documentation of its inquiry. Such documentation may be required to permit a later assessment of the reasons for determining that an investigation was not warranted. Alternatively, such documentation may be required as a basis for further investigation should the Committee deem such further investigation necessary.

5.6 In the course of the inquiry, the Committee may determine that interim administrative actions should be taken to protect the Institutional and public interests. If so, the Chairman shall report immediately to the Director. Situations which, among others, call for such a report include:

* An immediate health hazard.
* An immediate need to protect funds or equipment.
* An immediate need to protect the interests of the person(s) making the allegation or of the Person(s) who is subject to the allegation as well as his/her co-investigators and associates, if any.
* A probability that the alleged incident is going to be reported publicly.
* The Committee believes a possible criminal violation has occurred.

5.7 If the Committee concludes that no reasonable basis exists for a belief that an act of misconduct has occurred and that further investigation is unlikely to produce any significant evidence thereof, the Chairman shall so advise the person who brought the allegation. That person, if not satisfied, may ask to meet with the Committee before it makes its report to the Director. If the final decision of the Committee remains that there is no reasonable basis upon which to believe misconduct occurred, it shall so report in writing to the Director and to the subject of the inquiry. The Committee may, upon request of the subject of the inquiry, also make its findings available to other persons who have been involved directly in its inquiry.

5.8 If the Committee concludes there is some evidence, whether or not definitive, of misconduct, the Chairman shall issue a written request for a meeting and discuss the allegation and evidence with the subject of the inquiry, who shall have every reasonable opportunity to respond to the allegations and present such information as he or she wishes. The subject of the inquiry shall be informed of this opportunity as part of the written request for a meeting sent to him/her by the Chairman.

5.9 If the Committee, after considering all information and evidence, including that offered by the subject of the inquiry, still concludes there is some evidence, whether or not definitive, of misconduct, the Chairman shall so report in writing to the Director. The written report shall state what evidence was reviewed, summarize relevant interviews, and include the conclusions of the inquiry. The subject of the inquiry shall be given a copy of the report and an opportunity to make comments. His/her comments shall be made part of the record and provided to the Director. Copies of the report and comments shall be sent to the President of the Institution.

H. RESEARCH AND RELATED POLICIES
5.10 Upon receipt from the Chairman of a report that some evidence of misconduct exists, or a report that an emergency condition exists, the Director shall immediately appoint a Committee of Investigation and so inform the subject of the inquiry and the President of the Institution.

5.11 The Director shall also determine whether the circumstances warrant informing research collaborators and institutions where the subject of the inquiry may have performed research associated with the allegation of misconduct.

6.0 INVESTIGATION

6.1 The membership of the Committee of Investigation shall normally include persons from outside the Carnegie community to ensure objectivity and to provide necessary expertise to enable the Committee to carry out a thorough and authoritative evaluation of the relevant evidence. In making appointments to the Committee, the Director shall take precautions against real or apparent conflicts of interest on the part of those involved in the investigation.

6.2 The investigation shall be initiated as soon as reasonably possible, but no later than 30 days from the date of the Committee of Inquiry’s report to the Director. The investigation should ordinarily be completed within 120 days of its initiation. This includes conducting the investigation, preparing the report of findings, obtaining the comments from the subject of the investigation, and submitting the final report to the Director. If the Committee determines that it will not be able to complete the investigation in 120 days, it must so inform the Director who must inform the President of the Institution, who will then submit to the federal sponsoring agency, if any, a request for an extension, including an interim report on the progress to date and an estimate of the date of completion of the report and any other necessary steps. Any request for extension must balance the need for a thorough and rigorous examination of the facts and the rights of the subject of the investigation and the interests of the federal agency in a timely resolution of the matter. If no federal agency is involved, the President will act on the request for extension.

6.3 The Committee of Investigation shall not be bound by any conclusion reached by the Committee of Inquiry. The Committee is to investigate the allegation or other evidence of misconduct in research in accordance with the principles stated in Section 4.2 above. The Committee is empowered, and is expected where appropriate, to review all primary evidence associated with the alleged misconduct including, but not limited to, primary research data. The Committee would normally also examine proposals, publications, correspondence, and memoranda of telephone calls. Whenever possible, interviews should be conducted of all persons involved either in making the allegation or against whom the allegation is made, as well as other persons who might have information regarding key aspects of the allegations. Summaries of these interviews should be prepared, provided, where appropriate, to the interviewed person for comment or revision, and included as part of the record.

6.4 The Committee shall prepare the documentation to substantiate the
investigation’s findings. This documentation is to be made available to the agency, if any, sponsoring the research in cases where the agency has determined that it will either proceed with its own investigation or will act on the Committee’s findings.

6.5 If, in the course of the investigation, the Committee determines that interim administrative actions should be taken to insure that the purposes of the research support are carried out, or that facts have been disclosed that may affect current or potential funding for the subject of the investigation or that the agency sponsoring the research needs to know to ensure appropriate use of funds and otherwise protect the public interest, the Chairman shall so report immediately to the Director who will report to the President. Other situations that require immediate notification to the Director (and President) include those listed in Section 5.6.

6.6 The Committee shall prepare a confidential draft report of its findings and conclusions and forward it to both the subject of the investigation and the person making the allegation, with a written request to both to meet separately with the Committee to discuss the draft report. In the meetings, the parties will have every reasonable opportunity to respond to the findings and present such information as they wish. Each party should be informed of this opportunity as part of the written request for a meeting sent to him/her by the Chairman.

6.7 The Committee shall then prepare a final report of findings including conclusions leading to exoneration of the subject of the investigation or conclusions and recommendations leading to disciplinary action, public correction of the research record, or withdrawal of manuscripts pending publication, if appropriate, and submit that final report to the Director who shall submit it to the President. The report shall describe the procedures under which the investigation was conducted, how and from whom information was obtained relevant to the investigation, the findings, and the basis for the findings, and include the actual text or an accurate summary of the views of any person found to have engaged in misconduct.

7.0 ACTION BY THE DEPARTMENT DIRECTOR AND PRESIDENT

7.1 The Director, after consultation with the President, shall immediately in writing inform the director of any agency that sponsored the research that an investigation of misconduct is to be initiated on or before the date the investigation begins, regulation [Sections 50.103(d) (4), (5), (12), and (15) and 50.14(b)] and by Section 689.3(b) of the NSF. Preliminary inquiries (Section 5) do not normally require such notification.

7.2 The Director, after consultation with the President, shall determine whether the circumstances of an inquiry or investigation warrant informing research collaborators and institutions with whom or where the subject of the inquiry or investigation may have performed research associated with the alleged misconduct.

7.3 If the research affected by alleged misconduct has been or is being funded or otherwise sponsored by a federal agency, the Director, in consultation with the President,
shall be responsible for taking action to protect federal funds and insure that the purposes of federal financial assistance are being carried out, and keeping the agency apprised of any developments during the course of an investigation that may affect the agency’s current or potential funding for the person under investigation or that the agency needs to know to ensure appropriate use of federal funds and otherwise protect the public interest.

7.4 Where appropriate, the Director, after consultation with the President, shall immediately in writing inform any agency that sponsored the research when an emergency condition exists (see Sections 5.6 and 6.5).

7.5 If the conclusion of the report of the Committee of Investigation is that misconduct occurred, the Director, after consultation with the President, shall decide whether to take disciplinary action and the nature of such action, what restitution to a sponsoring agency is appropriate, what public corrections of the research record and what withdrawal of manuscripts are appropriate. Disciplinary action could take the form of a reprimand, termination of employment, termination of fellowship, or other alteration of status of the person who engaged in the misconduct.

7.6 If the conclusion of the report is that misconduct did not occur, the Director shall decide, in consultation with the subject of the investigation, what efforts can and should be undertaken to restore any damage to his/her reputation. This shall include informing all those who were involved in the investigation of the outcome of the investigation.

7.7 Where appropriate, the Director, after consultation with the President, shall immediately in writing inform any agency that sponsored the research of the results of the investigation disciplinary action taken.

7.8 The Director and the President shall undertake diligent efforts, as appropriate, to protect the position and reputation of any person who, in good faith, has made allegations of misconduct, should the identity of his/her become public knowledge. Conversely, the Director may, after consultation with the President, take appropriate action against anyone found to have acted maliciously by bringing intentionally dishonest charges.

7.9 If the Director receives a report (see Section 5.6 or 6.5) that a possible criminal violation has occurred, he or she shall, after consultation with the President, so inform the Office of Scientific Integrity of the National Institutes of Health within 24 hours if an HHS agency funded the research in questions.

7.10 Those found guilty of misconduct by the Committee of Investigation and subjected to disciplinary action of the Director may in addition be liable to further investigation and action undertaken by parties and agencies outside of the Institution, including sponsoring agencies and academic institutions. Conversely, in the event that the Committee of Investigation exonerates the accused of any wrongdoing, the Director and President shall undertake to defend and protect the exonerated person from further accusation and investigation through use of available evidence including the port of the

H. RESEARCH AND RELATED POLICIES
Page 24 of 34
Committee of Investigation.

7.11 The Director shall keep the President informed of all significant activity once a decision is made to proceed with an investigation and at any other time, as appropriate.

7.12 Records and reports of the Committees of Inquiry and Investigation shall be maintained by the Office of the President in a secure manner for a period of at least three years from the completion of the inquiry or investigation.

GUIDELINES FOR MULTIPLE-AUTHOR PAPERS

1. Senior authors have special responsibility to assure the overall cohesiveness and validity of the publications on which they appear as co-authors.

2. All authors in a group effort have a shared responsibility for the published result, and should have the opportunity to review all data and all data acquisition or sample preparation procedures.

3. Each author in a group effort should have access to the manuscript prior to its being submitted for publication and should agree to his or her inclusion as a coauthor. All the participants in the program should know that the paper is being prepared for publication.
V. POLICY ON MAINTENANCE AND ACCESSIBILITY OF RESEARCH DATA

The Institution has an obvious interest in the records that document the research carried out in its laboratories. Moreover, Federal regulations require that such records, when they derive from research sponsored by federal grants and contracts, be available in response to requests from the scientific community, federal agency review groups, or appropriately established committees investigating allegations of scientific misconduct. Therefore, the Institution will assure the accessibility of any such records that are kept by any such records that are left in the custody of the Department for a period of five years from the time the data were generated, with the following exceptions designed to accommodate contractual and patent requirements:

-- in the case of Federal contracts, the data shall be kept and maintained for a period of six years after the final report has been submitted or any litigation is concluded, whichever is later, and

-- in the case of patents, the data will be maintained for a period of 22 years from the issuance of the patent.

Records shall be maintained at the Departments to comply with these requirements. Scientists who wish to retain possession of such records when they leave a Carnegie Department must sign the attached form to ensure compliance with these requirements and access to these data.
Carnegie Institution of Washington

**Statement of Accessibility of Data**

All records of data and analysis obtained from research carried out during my residence in the Carnegie Institution’s Department of ___________________________, including the items checked below, will be located at the following address except for those left at the Department.

___________________________________________
___________________________________________
___________________________________________
___________________________________________

I will inform the Department Director of any change in address in a timely way. I agree to provide any or all of the materials related to my work at Carnegie to the Department Director, upon request, for the period of time stated in the Institution’s Policy on Maintenance and Accessibility of Research Data.

CHECKLIST:  
- Laboratory Notebooks
- Computer Files
- Photographs and autoradiograms
- Correspondence about the research
- Other (specify):

   ____________________________________________
   ____________________________________________
   ____________________________________________

Signed:   ___________________________________________________
Dated:    ________________________________________________
VI. POLICY ON INVENTIONS AND PATENTS

This Policy Statement relates to inventions and patenting of inventions conceived of or reduced to practice in the course of research by staff members, associates, fellows, and students (collectively called “researchers”) of Carnegie Institution of Washington. It covers research conducted:

- without any outside support, sponsorship, or collaboration (“independent research”); or
- under an Institution contract with or grant from an agency of the United States Government (“government research”); or
- with financial sponsorship by an outside for-profit organization (“industrially-sponsored research”); or,
- in collaboration with a member or members of a for-profit organization (“collaborative research”).

Its principles also apply, with appropriate adjustments, to other research relationships such as those with a foreign or non-profit organization, which is a grantor, sponsor, or collaborator.

1. Basic Principles:

As an institution of advanced study incorporated by Act of Congress, Carnegie Institution of Washington is organized and operated for post-graduate education and fundamental research, now principally in the natural sciences. The Institution remains loyal to the mandate of its founder “to encourage, in the broadest and most liberal manner, investigation, research, and discovery, and the application of knowledge to the improvement of mankind.” For the fulfillment of these goals, the Institution places the highest priority on publication of the results of its work and prompt sharing of information with the public.

In the course of their educational and research activities with the Institution, researchers from time to time achieve inventions, some of which may have commercial potential and may be worth attempting to patent or otherwise protect. The disposition of such inventions arising from U.S. Government-funded research is subject to the provisions of the associated research contract or grant document (“government research agreement”) and to the Researcher Agreement of the Institution with employees. Otherwise, the Institution reserves rights to own and control the disposition of inventions arising from activities of its researchers in the course of their studies in the Institution’s facilities using its equipment and materials.

In the case of an invention made by a researcher on his/her own time, within his/her own facilities, and on a subject remote from the Institution’s program and projects, the Institution has neither

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The term “invention” as used here means a discovery or innovation that is or may be patentable or otherwise protectable. It includes an asexually reproduced plant protectable by a patent issued by the Patent and Trademark Office and a sexually reproduced plant protectable by a Plant Variety Protection Certificate issued by the Department of Agriculture as well as, for example, computer software programs and algorithms, and copyrightable matters. References to “patents” or “patenting” herein are intended to include other modes of protection, e.g. copyright, as may be appropriate for the subject matter.
equity nor obligation. The patenting or other disposition of such an invention is the personal affair of the inventor, subject to the Institution’s interest in its not becoming a preoccupation inconsistent with his/her responsibilities to the Institution.

In any evaluation of an invention and its potential patenting, and in the negotiation of invention and patent clauses in research agreements, every attempt should be made to occasion a minimum of interference with the Institution’s educational and research programs and with prompt publication of research results.

2. **Inventions from Independent Research**

A researcher who believes that he/she may have made an invention to which the Institution has any right, should bring it to the attention of the Director of the Department, who will inform the President. In many cases, the President will decide that the Institution sees no need to investigate patentability, and the inventor may conclude, after consultation with the Director, that it would not unduly interfere with his/her studies to pursue the matter on his/her own. The President would then decide whether the Institution should waive all interest in the matter in favor of the inventor or make some other agreement with him/her as to patenting, the expenses thereof, and the income therefrom.

When the decision is that the matter warrants patent activity on the part of the Institution, the inventor shall, at the request of the President or the Director, execute an assignment to the Institution and such other papers as are required for such patent applications, domestic or foreign, as the Institution determines to make. The Institution may retain patent counsel to make a search and to file appropriate papers or it may submit the matter to an organization qualified to evaluate and possibly license inventions. Either initially or after the evaluation, the Institution may enter into an agreement with such an organization for further handling of all matters including licensing. If the Institution decides to terminate this activity, it will so notify the inventor and, if requested and subject to any agreement with an outside organization, allow him/her to assume all responsibility and reacquire all rights, subject in appropriate cases to an agreement with respect to expenses and income.

In any case where the Institution directly or through an outside organization grants any license or other rights to the invention or any patent on the invention, any resulting income, after deduction of the Institution’s expenses, will be used to support further educational and research activities, as directed by the Board of Trustees. Current policy is that income resulting from the sale or licensing of Institution-owned intellectual property shall be distributed according to the following formula after deduction of any out-of-pocket expenses (legal fees, filing fees, etc.) and administrative overhead of 5% of gross income:

- 1/3 to the inventor(s),
- 1/3 to the Department, and
- 1/3 to the President’s Contingency Fund.²

² License agreements entered before November 1, 2005, shall be governed by the previous allocation formula: 35% to the inventor, 50% to the Department, and 15% to the President’s contingency fund. Negotiation of any royalty provisions after November 1, 2005 shall be distributed on the basis of the new formula.
3. **Inventions from Government Research**
The Institution’s U.S. Government research agreements normally include a patent rights clause that:
requires that a written agreement be obtained from each researcher to disclose to the Institution any
invention conceived or first reduced to practice in the performance of work under the agreement and
to execute any necessary patent papers; requires that the Institution disclose each such invention to
the government agency within two months; permits the Institution to elect to retain title and file for
patent, subject to the Government’s non-exclusive, non-transferable, irrevocable, royalty-free,
worldwide license to practice or have practiced the invention; and, in the exceptional case when the
Government elects to take title, allows the Institution to retain a non-exclusive, royalty-free,
worldwide license unless the Institution failed to comply with its disclosure obligations. The form
of Researcher Agreement that Institution researchers are required to sign is attached to this Policy
Statement.

4. **Inventions from Industrially-Sponsored Research**

Each agreement with an industrial sponsor of Institution research shall reserve for the Institution
title to any resulting invention and the right to decide whether and where to apply for patent
coverage. The sponsor normally will be entitled to a non-exclusive license, paying royalties to the
Institution on commercial uses. Where an exclusive license is determined to be the most effective
way to develop the invention in the public interest, it is preferable that one of limited term be
granted to the sponsor. The term and royalty rate of a license may be specified in the original
agreement or negotiated on a case-by-case basis.

When the Institution elects not to pursue a patent, or to pursue patents in a limited number of
countries, the sponsor may be given the right to apply. Provisions on invention disclosure to the
sponsor and patent-filing must not require or permit more than minimum delays (typically 30-90
days) in publication of research results. Where sponsored research overlaps with government
research, the invention provisions of the sponsored research agreement must be coordinated with
those of the government research agreement.

5. **Inventions from Collaborative Research**

A collaborative research agreement typically shall contain provisions on inventions, patents, and
licensing that give the Institution full title and maximum control. An agreement may, however,
provide for sharing of title, patent decision-making, and royalty income with the collaborating
organization. Or the agreement may establish a procedure for some or all of such matters to be
handled on a case-by-case basis as inventions evolve and are disclosed. As in sponsored research
agreements, a collaborative research agreement must not impose a delay of more than 30-90 days
on publication of the results of the research and, where government funding is also involved, must
be consistent with the obligations of the Institution and its staff members under the government
research agreement.

Attachment: Researcher Agreement
CARNEGIE INSTITUTION OF WASHINGTON

RESEARCHER AGREEMENT

Carnegie Institution of Washington
c/o _________________________
Department

____________________________
Address of Department

Attention: ___________________
Director of Department

As a Researcher, as defined below, at, or on behalf of, the above Department of the Carnegie Institution of Washington (hereinafter “Institution”), I recognize that as a part of my duties, I may receive from other Institution Researchers or develop, on my own or with others, information which may provide the basis for obtaining patent protection or other form of protection that could be useful to the Institution. I also understand that premature publication of such information before steps have been taken towards obtaining such protection or determining whether or not to seek such protection, could jeopardize such protection that might otherwise be available. I further recognize that such information is the property of the Institution with benefits from such property shared between myself and the Institution according to the formula given in the Carnegie Institution of Washington Policy on Inventions and Patents. I agree to take no action which will jeopardize patenting or otherwise protecting such information by Institution or the Institution’s ownership thereof.

I understand the foregoing references to “information” extend only to prospectively patentable or otherwise protectable products, compositions, processes, apparatus and things disclosed to me and/or developed by me, as a result of my work as a Researcher for the Institution provided, however, that this does not include information (a) that was in the public domain or publicly known prior to the date of disclosure to me; (b) made available to me from another source independent of the Institution prior to the Institution’s disclosure to me, or (c) becomes part of the public domain or becomes publicly known by other than my own unauthorized act.

I also recognize that, unless otherwise agreed to in writing, the entire right, title and interest in and to all such patentable inventions and/or other intellectual property resulting from my work as a Researcher for the Institution shall be owned by the Institution with sharing of benefits as specified in CIW policy. I agree to make full disclosure of any such inventions and intellectual property to the Institution and I further agree to cooperate in all respects with the Institution in the completion, filing and prosecution of any and all patent applications as deemed necessary by the Institution, to protect all patentable inventions and to vest full and complete title to same in the Institution.

As a Researcher at or for the Institution, I expect to be performing work under grants awarded to the Institution or contracts entered into with the Institution by agencies of the United States Government. I understand that such grants and contracts normally include the Patent Rights Clause
set forth in Attachment A to Circular No. A-124 of the Office of Management and Budget (47 Fed. Reg. 7556, 7564-66, February 19, 1982), and that Paragraph c.(1) of the Patent Rights Clause requires the Institution to disclose to the granting or contracting Government agency any invention conceived or first actually reduced to practice in the performance of work under the grant or contract.

In order to enable the Institution to comply with the disclosure requirement of the Patent Rights Clause, as well as to exercise its rights with respect to inventions conceived or first actually reduced to practice in the performance of my work at and/or for the Institution in accordance with the Institution’s Inventions and Patent Policy effective January 7, 1985, as amended May 4, 1995, I hereby agree that if I am the inventor or co-inventor of any such invention, I will promptly disclose the invention, in the attached format, to the Director of the Department, or to whomever the Director designates as the person responsible for patent matters at the Department. I also agree to execute all papers necessary for the filing of any patent application on any such invention and for the establishment of the rights, if any, of the United States Government as well as the rights of the Institution in the invention and any such patent application. I understand the importance of reporting any such invention in sufficient time to permit the filing of patent applications before they might be barred under U.S. or foreign patent statutes.

I accept the definition of inventions and patents as set out in the Carnegie Institution of Washington Policy on Inventions and Patents and I also acknowledge that, as said Policy on Inventions and Patents provides, the above-mentioned procedures are to be followed for any invention conceived or first reduced to practice in the performance of work under a non-federal public agency or any private organization.

I understand that the term “Researcher” as used above means any staff member, associate, fellow, visiting investigator, student or other person engaged in the educational and research work of the Institution in a capacity other than clerical and non-technical. The term also extends to independent contractors who may be asked to do research work by or for Carnegie.

Date: ___________________  _________________________________

Researcher
Name of Inventor: 

Co-Inventor (s) if any: 

Was the Invention made (that is, conceived or first actually reduced to practice) in the performance of work under a grant or contract? If so, please identify.

1. Earliest date of invention

2. Nature of proof of date of Invention (number and page of notebook, etc.)

3. Date of first written description and/or drawings.

4. Invention first disclosed to on

5. Construction, practice, and/or operation of Invention first witnessed by on

6. Nature of Invention (that is, composition or product to be manufactured, process or method to be practiced, machine or system to be operated):

7. Purpose of Invention

8. Operation of Invention
9. Physical, chemical, biological, or electrical characteristics of Invention.

10. Has the Invention been described in any publications? If so, please give name of publication and date.

11. Has a manuscript describing the Invention been submitted for publication?

   If so, to whom?

   Has it been accepted for publications?

   If so, what is the expected date of publication?

12. Has the Invention been described at any seminar or other meeting? If so, please identify and give date(s).

13. Has the Invention or a product thereof been on sale in any respect?

14. Has there been any public use of the Invention?

15. Identity of any parties with prospective commercial or licensing interests.