

## **PROTECTING MATERIALS**

It is important for scientists to protect the materials and information they share with other scientists. Non-published data, ideas, inventions and other confidential information can constitute valuable intellectual property and should also be protected prior to publication.

When distributing reagents or other biological materials for research purposes, scientists should ensure that the materials remain the provider's property and that all risk arising from use of the materials are passed onto the recipient.

CRUK can advise on and prepare Material Transfer Agreements, Confidentiality Disclosure Agreements, and Consultancy Agreements.

### **Material Transfer Agreement (MTA)**

A common route for commercialising inventions is by the grant of a license. In entering into a license it will often be expected that the owner of the IP (the licensor) will confirm that no third party has any commercial rights to the invention and that the licensor is the sole owner of the IP. However, a Material Transfer Agreement (MTA) can create rights in favour of third parties that conflict with such statements made by the licensor. For this reason, it is essential that their terms are carefully reviewed before they are signed or any materials transferred.

The types of materials that would require an MTA include reagents such as DNA, vectors, transgenic animal models, proteins and antibodies, which are generated within an institute and consequently owned by the institute. The key aspect of an MTA is to make it clear that the materials remain the provider's property and normally impose all risk arising from use of the materials on the recipient.

Requests by companies for materials should be dealt with on a case by case basis and may require a full commercial license (rather than an MTA). Wait until the agreement has been approved and signed before sending the materials or reagents.

### **Confidentiality Disclosure Agreement (CDA)**

Non-published data, ideas, inventions and other confidential information can constitute valuable IP. To ensure that confidential information does not enter the public domain a CDA should be signed by each of the parties who are exchanging information before any disclosure (written or oral) is made. For example, a CDA should be signed whenever scientists are invited to speak at companies that are interested in their research activities.

A CDA ensures the recipient keeps the information confidential and only uses it for the specified purposes. Without a CDA the recipient, and anyone else the recipient discloses the information to, may be completely free to disclose your information and use the information as they choose. This could also affect the patentability of the research and would deprive the information of its commercial value.

### **Consultancy Agreement**

Alternatively, a company may seek to obtain confidential information from a scientist by retaining them as a consultant. If approached by a company for consultancy work it is important that a consultancy agreement is in place before you provide any services or information.

A consultancy agreement will ensure that:

- there is no risk of inadvertent IP disclosure;
- obligations owed to the company are consistent with your obligations to your employing institute;
- and you are protected from other risks.

Scientists should contact CRUK, or their technology transfer office, to ensure appropriate intellectual property protection is put in place before sharing materials, or information, with other research groups.

For more information contact your Business Development Manager or email [commercial@cancer.org.uk](mailto:commercial@cancer.org.uk)