



CONTRACTING INFORMATION FOR THE COLLEGE OF WILLIAM & MARY

The College of William & Mary, a public institution of higher education, looks forward to working with your organization on a research or service project. As an instrumentality of the Commonwealth of Virginia, the College requires certain contractual provisions. We hope this information will be helpful as we negotiate an agreement that is acceptable to both parties.

CHOICE OF LAW - The College will not accept a contractual provision which calls for the contract to be governed under the laws of a state other than Virginia. However the contract may remain silent on this issue.

DISPUTES RESOLUTION - The College will not agree to binding arbitration.

INDEMNIFICATION - The College will not agree to a contractual provision which requires it to indemnify or hold harmless the sponsor. See *INSURANCE* below.

INSURANCE - The College is fully self-insured through the Commonwealth of Virginia, and is not allowed to list additional insureds, or accept terms that attempt to delineate types or amounts of insurance coverages. It does, however, issue a Certificate of Insurance to a contracting sponsor upon request.

INTELLECTUAL PROPERTY - Title and ownership of any intellectual property resulting from the performance of the project, whether or not patented or patentable, conceived or created solely by the College's researchers, will remain with the College.

Title and ownership of any intellectual property resulting from the performance of the project, whether or not patented or patentable, conceived or created solely by your organization's researchers, will remain with your organization.

Title and ownership of any intellectual property resulting from the performance of the project, whether or not patented or patentable, conceived or created jointly by the College's and your organization's researchers, will be owned jointly. You may be granted an option or first right of refusal to an exclusive license for the technology.

The College is willing to execute a confidentiality (or nondisclosure) agreement provided: the terms of the agreement are not too restrictive with respect to publication rights; and ownership of intellectual property created by employees of the College remains with the College.

OWNERSHIP AND PUBLICATION OF RESEARCH RESULTS - The College expects to own research results and to retain the right to publish and utilize the results of any research effort in furtherance of its research, education, and public service missions. A delay in publication to benefit a sponsor or to facilitate patent processing may be negotiated.

PAYMENT - It is standard procedure to require an initial advance payment upon initiation of any resultant award. Advances will be required to support major purchases (of equipment, for example) if they will occur immediately upon execution of the contract.