Preempting Discord: Prenuptial Agreements for Scientists

By Howard Gadlin, NIH Ombudsman, and Kevin Jessar, NIH Associate Ombudsman

…Most often, problems arise in scientific collaborations because the scientists failed to explicitly define their expectations of one another. We believe that framing a partnering agreement at the outset of the research project can help enormously in setting the collaboration on a solid footing. Ideally, the agreement spells out exactly what the roles and contributions of each scientist will be and provides a mechanism for decision making for major issues such as authorship, additional collaborations, and the sharing of biological materials.

Some people prefer written partnering agreements signed by the key collaborators. For others, a written agreement feels too legalistic, too much like a contract. Written agreements may offer the advantage of being less ambiguous than each party’s selective recall of what was agreed to, but we believe that it is most important that collaborators commence their project by anticipating, discussing, and resolving possible areas of disagreement. Moreover, the parties can jointly define a process for constructively handling disputes should they arise in the future.

Although each research project has unique features, certain core issues are common to most of them and can be addressed by collaborators posing the following questions:

- What are the scientific issues, goals, and anticipated outcomes or products of the collaboration?
- When is the project over?
- Are all members of the research team on the same wavelength regarding these issues?
- What are the expected contributions of each participant?
- Who will write any progress reports and final reports?
- How will you decide about redirecting the research agenda as discoveries are made?
- What will be your mechanism for routine communications among members of the research team (to ensure that all appropriate members of the team are kept fully informed of relevant issues)?
- How will you negotiate the development of new collaborations and spin-off projects, if any?
- How, and by whom, will personnel decisions be made? How and by whom will personnel be supervised?
- What will be the criteria and the process for assigning authorship and credit?
- How will credit be attributed to each collaborator’s institution for public presentations, abstracts, and written articles?
- How and by whom will public presentations be made?
- How and by whom will media inquiries be handled?
- When and how will you handle intellectual property and patent applications?
- How and by whom will data be managed? How will access to data be managed? How will you handle long-term storage and access to data after the project is complete?
- Should one of the principals of the research team move to another institution or leave the project, how will you handle, data, specimens, lab books, and authorship and credit? (Keep in mind that data, specimens, and lab books are the property of NIH.)

Last Updated on Wed, 2011-06-01 23:48. (adapted)

Source URL: http://ori.hhs.gov/preempting-discord-prenuptial-agreements-scientists