Deans, Directors, Department Chairs and Administrative Officers

RE: Responsibility for Executing Research and Research-Related Documents

Responsibility for handling different types of agreements for research or research-related activities is distributed across several UCLA administrative offices. This reflects the fact that support for research comes from a wide variety of organizations and is provided through a range of mechanisms. Organizations supporting research include governmental agencies, non-profit and for-profit entities. The mechanisms through which research support is provided include monetary and in-kind support, equipment loans, provision of scarce materials, and unfunded collaboration agreements. As requests for research support take on new forms, it is often difficult for faculty and administrative staff to determine both how best to proceed and where to find assistance.

A matrix on “Responsibility for Agreements” was created to provide general guidance for evaluating an agreement and determining which administrative office(s) has responsibility for executing the agreement on behalf of The Regents. It is important to note that submission of formal applications on behalf of The Regents, and/or acceptance of the resulting agreements should only be done by campus officials who are authorized to do so under specific delegations of authority from the Chancellor. Faculty and administrators who do not have a delegation of authority should resist the temptation to execute agreements themselves as doing so may create personal liability for the individual and problems for the campus.

Below are examples of areas that are of particular concern:

- **Agreeing to accept Export Controlled information**: Under Federal Export Control regulations licenses may be required before certain technical information can be shared with foreign persons whether abroad or in the US. These regulations can prevent a UCLA faculty member from working with and/or sharing information with colleagues and students who are not US citizens unless work is done within the “Fundamental Research Exclusion.” Maintenance of this safe harbor requires an open research environment where the right to freely publish and disseminate results is protected. Acceptance of publication restrictions, agreeing to accept export controlled information and/or allowing the sponsor to approve specific project staff may jeopardize this safe harbor.

- **Accepting research agreements with publication restrictions**: On occasion, agreements with some companies, government agencies or even
non-profit organizations may include publication restrictions. Accepting such agreements violates the University’s principle of academic freedom. Because of this, the University does not accept agreements to conduct research in which sponsors must give prior approval or can censor or block publications.

- **Material Transfer Agreement (MTA):** Accepting an MTA containing inappropriate intellectual property language may result in loss of University-owned intellectual property rights that could ultimately restrict an individual's ability or the ability of others to continue conducting research in some areas.

- **Classified Research:** The University of California and UCLA do not have security clearances that permit the conduct of classified research on the UCLA campus. (Faculty who have personal security clearances may be able to conduct classified research at one of the UC-managed National Labs or at other specialized off-campus facilities).

- **Third Party Responsibility:** Promising that UCLA will take on responsibility for the actions of third parties is prohibited under UC policy.

- **Clinical Trials:** Acceptance of a clinical trial agreement by anyone other than an authorized representative of the University may mean that the University’s medical malpractice insurance will not cover the clinicians involved in the clinical trial activity.

Please note that it is appropriate for faculty to enter into personal agreements when they are acting solely on their own behalf. Faculty may, and should, sign personal consulting agreements, copyright forms for scholarly publications not associated with outside funding to the University, and confidentiality agreements that pertain only to themselves. If you are signing personal documents such as these, we urge you to ask your personal attorney to review the document first. For more information on consulting agreements, please see the Interim Guide on Faculty Consulting at: [http://www.ucla.edu/evc/policies/0606-faculty-consulting.pdf](http://www.ucla.edu/evc/policies/0606-faculty-consulting.pdf).

We also encourage you to review the “Responsibility for Agreements” matrix online at: [http://rpc.research.ucla.edu/RPC/Documents/responsibility_matrix.doc](http://rpc.research.ucla.edu/RPC/Documents/responsibility_matrix.doc). If you contemplate the submission of a proposal on behalf of The Regents, or if you have any questions about how to proceed with potential sponsors or collaborators, please feel free to contact representatives of any of the many administrative offices listed on the matrix.

Questions about the matrix itself can be addressed to either of us, or to Ann Pollack, Assistant Vice Chancellor – Research at x 40387 or [apollack@resadmin.ucla.edu](mailto:apollack@resadmin.ucla.edu).
Sincerely,

Roberto Peccei  
Vice Chancellor for Research  

Kathryn A. Atchison  
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