

UNM Contract Positions on Sponsored Research Agreements

The following information sets forth UNM's limitations pertaining to certain provisions commonly found in industry contracts. UNM's position on these provisions are non-negotiable.

Intellectual Property

UNM's policy is to grant a sponsoring agency a non-exclusive, royalty-free (NERF) license for a sponsor's internal, non-commercial use and an option to negotiate an exclusive license. In no event will UNM grant an exclusive or commercial use license in a research agreement. Such commercial use license may be negotiated directly with UNM's Technology Transfer office, STC.UNM.

Publication

In accordance with UNM's mission to disseminate knowledge, there should be no restriction on publication of research, methods, data, information or findings generated at the University. However, UNM acknowledges the need for a sponsor to preserve intellectual property rights and protect its proprietary information – UNM will provide a period for review (usually 60 days) to allow for the protection of sponsor's proprietary, confidential, or patentable information.

Tort Liability

UNM's tort liability is subject in all cases to the New Mexico Tort Claims Act. The following language will be added to all contracts: *"In no event shall UNM be liable for indirect, special, incidental or consequential damages of any kind, including lost profits, arising out of or in connection with this Agreement, even if advised of the possibility thereof. In any event, the liability of UNM hereunder shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended."*

Indemnification

In no event will UNM agree to indemnification provisions. Per NM State law, UNM is prohibited from indemnifying, defending, or holding harmless other parties. UNM will provide a memo outlining these restrictions at the sponsor's request.

Warranty

While UNM undertakes research on a best-effort basis, UNM will not guarantee any successful outcome or specific results. UNM will reject any contractual provisions that implement penalties for failure to complete the statement of work within an estimated cost, or allow for withholding of payment if the Sponsor is not satisfied with the results.

Governing Law/Jurisdiction

As a New Mexico governmental entity, UNM may not affirmatively consent to the laws or jurisdiction of another state. UNM's will either 1) agree to governing law within the State of New Mexico or 2) remain silent on governing law provisions.

Insurance

UNM maintains professional and general liability coverage as provided by the New Mexico Risk Management Division in accordance with the New Mexico Tort Claims Act. UNM will not agree to specific monetary limitations. UNM will not add a sponsoring agency as a certificate holder. A copy of UNM's current Certificate of Liability Insurance is available upon request.