



Zurich University  
of Applied Sciences  
Knowledge and  
Technology Transfer

An overview for  
private and public-sector  
organisations working  
with the ZHAW on R&D  
projects

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# Knowledge and technology transfer between university, business and society at large

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In the fields of research and development (R&D) and knowledge and technology transfer, the Zurich University of Applied Sciences (ZHAW) works closely with both private-sector companies and state institutions. This not only enables these partners to benefit from the ZHAW's expertise in a broad range of disciplines but also gives them access to excellent research infrastructure. For its part, the ZHAW benefits from application- and market-oriented mandates, which it reflects in its teaching, thus providing its students with practicably applicable learning opportunities. This two-way exchange is an increasingly important factor in driving innovation. Over the long term, this collaborative partnership between the university and the business world generates value both for the economy and for society as a whole.

Collaboration with the ZHAW can take many different forms. Companies and organisations can work with the ZHAW to develop joint solutions to a particular challenge or problem. They can also mandate the ZHAW to carry out certain research and development tasks for them or to provide specific services. These assignments can range from small-scale analysis mandates to major development projects or studies.

Whatever the nature of a collaboration project, legal certainty is an important prerequisite for all parties involved. For that reason, the ZHAW generally concludes contracts with its partners which clearly stipulate the tasks that need to be carried out and how and by whom the results can be used. These contracts govern the commercial utilisation of the results, their use in ZHAW teaching and research and their publication. Questions relating to liability also need to be resolved before a project commences. When both parties have a clear idea of what to expect from the start, this helps to avoid subsequent misunderstandings.

This step-by-step guide provides our partners with an overview of how they can work with us. It also sets out the principles to which the ZHAW adheres in order to ensure that research results can be made available both to the market and to wider society as quickly as possible.

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## Possible forms of collaboration

Private-sector companies and public organisations can draw on the specialised knowledge of the ZHAW in a number of different ways. How scientific results can be used will depend on the initial parameters of each project and on how it is financed. There are four fundamental collaboration models:

Collaboration model	Examples	Key principles
R&D cooperation	Joint projects with external partners, often supported by public funding (e.g. from the CTI, EU or SNSF)	<ul style="list-style-type: none"><li>• Projects jointly carried out by partners and ZHAW</li><li>• Projects jointly financed by partners and ZHAW, often with publicly funded support</li><li>• Rights shared between R&amp;D partners and the ZHAW</li></ul>
Externally mandated R&D projects	Companies or public institutions mandate the ZHAW to carry out a research and/or development project	<ul style="list-style-type: none"><li>• ZHAW carries out the project</li><li>• Client pays full costs, without publicly funded support</li><li>• Rights generally assigned to client</li></ul>
Services	Company or public institution mandates the ZHAW to carry out evaluations, measurements or analyses	<ul style="list-style-type: none"><li>• No R&amp;D work, ZHAW is mandated to apply well-known methods and tools</li><li>• Client pays market price for work carried out</li><li>• Rights to results remain with client, rights to methods etc. remain with the ZHAW. Mandate generally creates no new intellectual property</li></ul>
Sponsorships and grants	Sponsorships, grants, foundations and scholarships	<ul style="list-style-type: none"><li>• ZHAW receives funding from donor</li><li>• Donor is recognised by name, progress of project may be reported to donor</li><li>• Donor makes no use of project results</li></ul>

In practice, individual collaboration agreements often comprise elements of several of the models set out below and apply the principles of each model as appropriate.

## **R&D cooperation**

R&D cooperations involve the ZHAW and its external partner working together on a defined question or topic. These cooperations are jointly financed by both parties and both have rights to the results produced.

- The R&D project is partly financed by the ZHAW's R&D partner and partly by the ZHAW. In some cases, the ZHAW may obtain additional third-party financing from a state funding organisation. In such cases, the R&D partner typically pays the costs it incurs, the ZHAW pays the infrastructure costs and the salary costs are partly subsidised by CTI Federal funding and partly borne by the ZHAW. Examples of R&D cooperations at the ZHAW include CTI and EU projects whose rights and liabilities are governed by consortium agreements or additional contracts.
- In R&D cooperations, the results produced by the employees of the R&D partner generally belong to the R&D partner, while those produced by members of the ZHAW belong to the ZHAW. As a rule, the ZHAW transfers its rights to project results to its R&D partners so that they can put them to commercial use in their specific field of business and register patents where necessary. The ZHAW reserves the right to receive an appropriate share of the revenues the R&D partners generate from the results.
- The ZHAW reserves the right to make its own use of the project results in areas outside the R&D partner's specific field

of business, so as to ensure that the widest possible use is made of the results produced by the project.

- Should the R&D partner be unable or unwilling to make use of the project results, the rights to these then revert to the ZHAW. The rationale for this policy is that in cases where a small company is unable to put the results to use itself, the ZHAW then has the option of working with a larger company to put the results to use in developing innovations.
- The ZHAW reserves the right to use results from R&D cooperations for its own research, teaching and publications. Such activities on the ZHAW's part will always adhere to any confidentiality agreements it has entered into with its R&D cooperation partners.
- The ZHAW generally assumes no liability for the results produced by such projects.

## **Mandated R&D projects**

An R&D partner can mandate the ZHAW to carry out research on a specific topic – through a so-called mandated research agreement (to develop a prototype, for example). Projects of this type are fully funded by the R&D partner, to whom all rights to the results produced then generally belong.

- The R&D project carried out at the ZHAW is fully financed by the R&D partner (to whom the ZHAW charges the full costs it incurs).
- The project is clearly defined and clearly distinguishable from other projects.
- The ZHAW usually cedes all rights to the project's results to the R&D partner. The R&D partner is usually entitled to apply for patent registration, in its own name and at its own expense, of any inventions resulting from the project. The ZHAW members who

participated in these inventions must be named in the patent filings, as failure to cite them by name can result in patents being contested.

- The ZHAW reserves the right to use results from R&D cooperations for its own research, teaching and publications. Such activities on the ZHAW's part will always adhere to any confidentiality agreements it has entered into with its R&D partners.
- The ZHAW generally assumes no liability for the results produced by such projects.

### **Services**

In addition to working on R&D projects, the ZHAW also provides services to external clients. These include evaluations, measurements and analyses. Here, too, the full costs are borne by the external partner. As these commissions apply well-known methods and tools, they do not generally give rise to new intellectual property rights. While the results and metrics generated from such work are the property of the client, any newly developed methods or other intellectual-property rights remain with the ZHAW.

- Services provided by the ZHAW are charged to clients at market prices.
- Because the services provided rely on existing methods and knowledge, these mandates do not generally create new intellectual property. Projects which are expected to create new intellectual property are classified as mandated research (see above).
- All results, metrics and reports are the property of the client. All rights to methods, programmes and tools remain the property of the ZHAW.

### **Sponsorships and grants**

Benefactors wishing to support the ZHAW's work can use sponsorships to provide partial or complete funding for an R&D project. Sponsors are kept informed of the progress of the project but do not, as a rule, have any rights to the project results.

Benefactors can also support the ZHAW's work through donations, grants and foundations. They can also fund scholarships. While the benefactors in all such cases are recognised by name, they do not enjoy any other entitlements.

All sponsorships and grants are based on the principles of autonomy of research and autonomy of teaching. This enables the ZHAW to avoid conflicts of interest and to maintain its independence.

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## Contractual principles governing R&D projects and services

All forms of the cooperation with the ZHAW (see overview on page 4) are governed by the following principles:

### **Contractual partnerships with the ZHAW**

The sole counterparty for all contracts is the ZHAW, not one of its Schools or Institutes. As a Canton of Zurich public-law institution, it is the only ZHAW body with its own legal personality able to enter into legally binding agreements.

### **Limited liability**

As a matter of principle, the ZHAW assumes no liability for the results of research and development projects. The ZHAW is responsible for ensuring that the work it carries out is executed with the requisite degree of scientific rigour and care. While the ZHAW warrants that the results generated by its projects will be evaluated according to proper discipline-specific standards, it does not generally provide any other substantive or legal guarantees.

### **Scientific publications and patents are not mutually exclusive**

Since the ZHAW is a publicly funded university, its research results should, as a matter of principle, be published in an appropriate manner. R&D partners wishing to make commercial use of such results should thus ensure their right to do this – by, for example, filing for patent protection. To avoid jeopardising a patent filing, the ZHAW can agree to publish its results after the filing has been submitted, provided that no unnecessary delay occurs in its submission.

### **Intellectual-property rights**

The ZHAW reserves the right to use project results – whether from R&D cooperations, research mandates or service commissions – for its own teaching and research. The use of such results will of course always be in accordance with any applicable confidentiality agreements and will be agreed with the external partner concerned.

The rights to results generated by an R&D partner generally remain with that partner. The use of results generated at the ZHAW can be governed by various forms of contractual arrangement. The table on pages 8 and 9 provides an overview of the most commonly used arrangements.

### **Contractual penalties**

As a matter of principle, contractual penalties do not form part of ZHAW project agreements.

### **Contract duration**

Each contract must have a clearly defined beginning and end. Contracts with no stipulated end date must include clear termination provisions. Contracts should be negotiated and agreed prior to the commencement of a project.

### **Applicable law and place of jurisdiction**

ZHAW contracts are executed under Swiss law. The place of jurisdiction is either Winterthur or Zurich.

## The most frequently used provisions governing the use of results generated at the ZHAW

Type of contract or project	Use of results by R&D partner
R&D cooperations (Projects jointly carried out by the ZHAW and external partners, often with state funding, e.g. from the CTI or the EU)	Unlimited
	Results can be used only in R&D partner's specific field of business
	Unlimited
Mandated research (ZHAW is mandated to carry out research and/or development work by client at client's expense)	Unlimited
Services (Analyses, evaluations etc.)	--



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## Use of results by the ZHAW

Unlimited

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Results can be used only outside R&D partner's specific field of business

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Results can be used only outside R&D partner's specific field of business

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Results can be used in teaching and (internal) research, any other use must be agreed with the client

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## Provisions required in contract

Reciprocal non-exclusive licence for any protected rights  
→ each partner can make full use of results, generally without reporting such use to the other partner or paying for such use

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ZHAW cedes rights to R&D partner, ZHAW is granted exclusive licence to use results outside R&D partner's specific field of business  
→ Parties can agree to report their use of results to each other and to pay each other for such use  
→ ZHAW generally retains the right to publish results and to use them in research and teaching

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ZHAW cedes rights to R&D partner, ZHAW is granted non-exclusive licence to use results outside R&D partner's specific field of business  
→ Parties can agree to report their use of results to each other and to pay each other for such use  
→ ZHAW generally retains the right to publish results and to use them in research and teaching

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ZHAW cedes rights to client, no financial emoluments are payable other than those due to the ZHAW for the costs it incurs in carrying out work for client

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Work of this kind does not generally create new intellectual property. If such new intellectual property is anticipated, contractual provisions must be made.

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## Deriving economic benefit from research results

### **How can external companies or state organisations make commercial use of ZHAW research results?**

Most of the research results generated by the ZHAW originate from cooperations with external partners or from work commissioned by such partners. The use of the results thus produced is usually governed by contractual provisions.

However, some results are generated either by the ZHAW in its own internal work or in joint projects where the original external partner is unable or unwilling to put them to commercial use. The ZHAW itself generally does not develop such results into marketable products

The ZHAW usually entrusts the implementation of research results in practical, marketable applications to an R&D partner or other interested party (such as a spin-off company or SME). This transfer of ownership usually takes the form of an option, licence or sale covering all or some of the implementation rights to the results concerned. These

agreements always stipulate that these rights revert to the ZHAW if the other party is subsequently unable or unwilling to put these rights to use. The objective here is to prevent the use of research results from being blocked.

Generally speaking, option, licence or sale agreements are drawn up only for protected intellectual property, i.e. patents, designs and work eligible for copyright.

The ZHAW always reserves the right to make use of the research results from its projects in the following ways:

- Using the research results in its own teaching, continuing-education courses and ongoing research
- Using the research results to provide specific services not offered by the private sector.

**For further information on the transfer  
of ZHAW knowledge and technology,  
please contact**

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