

Research and Sponsored Projects Manual (RSP)

RSP 405: Proprietary Research

Effective: 7/1/2017

Revised: 3/1/2026

Purpose

To outline the limited circumstances under which the university may agree to protect the confidentiality of proprietary information in sponsored research.

Sources

Arizona Revised Statutes § 39-101 to -161, Arizona Public Records Act

Arizona Revised Statutes § 15-1640, Public records exemptions; intellectual property; historical records; donor records Office of Research Integrity and Assurance (ORIA)

Knowledge Enterprise (KE) – Office of Research Compliance

Knowledge Enterprise Research Operations

University Senate Motion 75-0910, 2016-29, and 2017-40

Policy

General

Arizona State University (ASU) is committed to a research agenda that fully integrates research and teaching. This commitment requires that research results become public information. However, some sponsors restrict public disclosure of their [proprietary information](#) when negotiating the terms of sponsored research agreements. These restrictions may conflict with ASU's ability to integrate the resulting research outcomes with course content or other forms of public dissemination.

This policy governs research carried out on-campus or off-campus and information identified as proprietary prior to or following the initiation of a sponsored research project.

Principal Investigators (PIs) undertaking proprietary research outside of their normal university responsibilities are governed by university policies and procedures for consulting and leaves of absence. These policies do not, however, prohibit self-imposed restrictions based upon the professional ethics of a particular discipline.

Proprietary Research Policy

The university will not agree to protect the confidentiality of proprietary information received in conjunction with a sponsored research project unless:

1. the proprietary information is not necessary for the publication or verification of research results;
2. an acceptable [confidentiality](#) or [nondisclosure](#) clause is included in the governing agreement;
3. the PI(s) agree(s) to fulfill all responsibilities outlined below

4. the designated information qualifies as proprietary or confidential under Arizona law

Principal investigator responsibilities

The PI is responsible for ensuring all project personnel, including visiting scientists, post-doctoral researchers, trainees, graduate students, undergraduates, etc., adhere to all university policies and procedures relative to conducting the project and for the security of the data provided under the agreement.

The PI shall maintain a list of all personnel working on any proprietary project, whether paid or unpaid. The PI shall obtain from each individual their agreement to abide by the university's policies and procedures relative to managing the project. Should an individual not agree to abide by these terms they may not participate in the proprietary research project.

Prior to ASU's acceptance of the agreement, the PI shall confirm to the appropriate ORSPA GCO that the terms of the agreement will not have an adverse impact on their ability to publish, nor the ability of any ASU employee or student participating in this agreement to publish.

A statement should be included in an agreement stipulating that Arizona State University is a public institution, and as such is subject to the *Arizona Revised Statutes* §39–101 to –161, Arizona Public Records Act.

The university has the right to publish the results of its research and other sponsored activities, subject to sponsor review for any inadvertent inclusion of confidential or proprietary information.

Pursuant to *Arizona Revised Statutes* §15–1640, the university, under the jurisdiction of the Arizona Board of Regents (ABOR), has certain specific exemptions from disclosure requirements of Arizona's Public Records laws.

Students participating in these projects must be fully informed and provide consent to any potential restrictions on the disclosure of research results developed from work on these projects to not jeopardize fulfillment of student academic requirements because of any restrictions on the disclosure of research results. It is the university's position that investigators and students must have the right to disclose the results of their research and other sponsored activity, subject only to established safeguards for the protection of privacy and confidentiality of personal data.

Permissible delays

The university will enter into confidentiality or nondisclosure agreements to allow for the exchange of proprietary information between partnering institutions during proposal development and submission.

The university may agree to delay the submission of materials intended for publication for thirty days to provide time for a sponsor to review such materials for confidential proprietary information that is protected under a sponsored agreement. In addition, because public disclosure of a patentable invention prior to filing a patent application precludes the availability of patent protection in most countries, the university may agree to delay the submission of materials intended for publication for a maximum of ninety days, which includes the thirty-day review period stated above, in order to coordinate the invention disclosure process.

If an agreement proposes a restriction on publication, see [RSP 406](#), "Publication" for guidance.

Procedure(s)

If the research involves export control information, a Technology Control Plan (TCP) is required. A template TCP can be found [here](#). For information regarding export controls contact export.control@asu.edu.

Additional Information

For definitions of underlined terms, see the [Research Administration Acronyms and glossary](#) webpage.

Cross-References

- [RSP 101](#), “General Research Policy.”
- [RSP 406](#), “Publication.”
- [ACD 510-01](#): “Notification of Consulting or other Outside Business Activities or Arrangements for Faculty and Academic Professionals.”
- [SPP 701-01](#): “Health Leave Benefits.”