

Maintain control and prevent dependency (before, during, and after collaboration)

Commissioning parties and research funders

Commissioning parties and research funders are similar to research partners. In general, it does not matter what kind of funder it is – it could concern a gift from a donor, for example. It starts with such basic questions as where has the money the partner would like to invest come from, and what could the partner's motives be for funding the research? Does the funder have an economic or political interest in a particular outcome of the research? There are a number of other factors you should bear in mind:

Preliminary process

- There is little or no information about the commissioning party or the funder (no website, for example).
- The entity used is atypical for this type of research funding.
- The commissioning party or funder is making exceptionally large sums available or sets notably favourable conditions for the funding and is asking for very little in return.

During the collaboration and its evaluation

- The commissioning party or funder does not want the results to be published, sets particularly strict intellectual property requirements, or enforces secrecy with regard to end-users and specifications.

Bear in mind that, step-by-step, you could find yourself in a position of dependency, financial or otherwise. The projects and activities in themselves may be perfectly normal, but collectively they could put the funder in a position that enables him to control the collaboration and its substance. The funder could put your organisation and/or the individual researchers personally under pressure, either through positive incentives (raising the possibility of rewards) or negative ones (threats).

If you believe there are security risks attached to your intended collaborative partner, commissioning party, or funder, it is important that the *faculty's contact person for knowledge security* is contacted and involved. The contact details can be found on [Knowledge Security for VU employees](#) under 'faculty contact persons'.

Collaboration agreement

Matters you should be particularly alert to in a collaboration agreement:

Preliminary process

- Is there a clear description of who exactly the partners are? Are any entities involved with which you are unfamiliar or whose involvement is unclear?
- Are the fields to which the collaboration relates clearly demarcated? This could enable you to prevent the partner's focus shifting to a sensitive field during the course of the project.
- Who is paying which costs? Remember that if the foreign party is paying all the personnel and research facility costs, for example, they could be creating a level of dependency. You lose your right to have a say ('he who pays the piper calls the tune') and it becomes increasingly difficult to terminate the agreement because of the major implications this would have.
- Is the agreement based on reciprocity? Consider in particular access to and the use of research data. But think also of confidentiality and secrecy stipulations and those concerning dissemination and publication.
- Is the agreement subject to Dutch law? Remember that academic core values, such as academic freedom and institutional autonomy are guaranteed in the Netherlands, in the Higher Education and Research Act (WHW).
- Stipulate that the research is carried out in accordance with internationally accepted standards of academic practice, as laid down in national and international codes of conduct, such as the Netherlands Code of Conduct for Research Integrity.
- Does the agreement contain clearly formulated resolutive conditions? These conditions give you the right to terminate the agreement prematurely if circumstances arise that are unacceptable to you. A stipulation on the settlement of disputes is also to be preferred.
- Find out what level of access is desirable for the partner. To which buildings and to what information and internal networks will the partner be granted access? What will be shared with the partner? Will access be given to a complete product or to a 'light' version without sensitivities?
- Check whether the partnership relates to dual-use technology. If so, then an end-user statement (EUS) should be made. This is a document signed by the end-user in which he or she states that he or she will not use the goods other than for civilian purposes.

During the collaboration and its evaluation

Once the agreement has been concluded, then the arrangements in it should be the governing principles. This requires regular discussion with the collaborative partner, in which not only the substantive progress of the research is examined, but also the nature of the collaborative relationship itself. Any problem areas and incidents should be flagged up and addressed at an early stage. You are therefore advised to incorporate periodic evaluations during the partnership and to identify the topics to be evaluated beforehand.

If you are not satisfied with, or if you have doubts about, the replies you have received, please always contact the *faculty's contact person for knowledge security*. The contact details can be found on [Knowledge Security for VU employees](#) under 'faculty contact persons'.