



Senior Contracts Manager, Intellectual Property Job Description

JOB INFORMATION

<i>Job Code:</i>	123039
<i>Job Title:</i>	Senior Contracts Manager, Intellectual Property
<i>FLSA Status:</i>	Exempt
<i>Supervisory:</i>	May supervise staff, student, temporary or resource workers.
<i>Job Family:</i>	Patents/Licensing
<i>Job Family Group:</i>	Research and Grants Administration
<i>Management Level:</i>	7 Individual Contributor

JOB SUMMARY

Serves as a leading resource for reviewing intellectual property terms of all contractual relationships involving non-standard IP terms. Negotiates term revisions (e.g., royalties, patent expenses, option and license rights) and obtains any needed approvals. Assists with drafting and negotiating license agreements and research funding agreements. Reviews, negotiates, finalizes and signs material and data transfer/use agreements and confidential disclosure agreements. Performs all work under limited supervision.

JOB QUALIFICATIONS:

Education

<i>Req</i>	<i>Pref</i>	<i>Degree</i>	<i>Field of Study</i>
X		Bachelor's degree	
	X	Juris Doctor (JD)	

Additional Education

Check here if experience may substitute for some of the above education.

Combined experience/education as substitute for minimum education

Work Experience

<i>Req</i>	<i>Pref</i>	<i>Work Experience</i>	<i>Experience Level</i>
X		8 years	experience with IP licensing and compliance.
	X	2 years	experience in contract negotiation or business/corporate development.

Additional Work Experience

Check here if education may substitute for some of the above work experience.

Combined experience/education as substitute for minimum work experience

Knowledge, Skills and Abilities

<i>Req</i>	<i>Pref</i>	<i>Functional Skills</i>
X		Experience in and proven ability to effectively negotiate IP license and option terms.
X		Understanding of higher education IP policies.

Knowledge, Skills and Abilities

<i>Req</i>	<i>Pref</i>	<i>Functional Skills</i>
X		Working knowledge of applicable legal terms and conditions, and the ability to analyze business practices in light of contractual requirements.
X		Ability to interpret/apply applicable federal, state, and local laws (e.g., the Bayh-Dole Act), regulations, and policies.
X		Demonstrated analytical skills, with proven attention to detail for managing multiple projects simultaneously and consistently meeting deadlines.
X		Excellent oral and written communication skills, and an ability to teach or train others.
X		Demonstrated organizational and problem-solving skills.
X		Ability to work with leadership and internal/external stakeholders of varied seniority levels, but frequently at senior levels within their organizations.
X		Demonstrated interpersonal skills to help foster trust, collaboration, transparency, and accountability with individuals and groups from diverse backgrounds and potentially conflicting interests.
	X	Experience in university technology transfer environments.
	X	Proven ability to effectively negotiate IP license and option terms, and influence parties with competing interests.
	X	Substantial knowledge of and proven ability to interpret/apply applicable external regulations, laws, and university policies that apply to IP management and protection.
	X	Proven ability to analyze business risk in light of contractual requirements and make informed judgements based on specific circumstances.
	X	Ability to gather information in order to analyze complex issues and formulate logical and objective conclusions and alternative solutions.
	X	Working knowledge of structures at a major research university sufficient to understand stakeholder needs and organizational requirements in order to accurately present the same to third parties.
	X	Ability to supervise, teach and/or train others.

Certifications

<i>Req</i>	<i>Pref</i>	<i>Select Certifications</i>	<i>Enter Additional Certifications</i>
	X		Certified Licensing Professional (CLP) certification.

Other Job Factors

- May require travel and working evenings and/or weekends, based on business necessity.

JOB ACCOUNTABILITIES

	<i>% Time</i>	<i>Essential</i>	<i>Marginal</i>	<i>N/A</i>
Leads negotiation of IP terms in agreements as required. Designs and implements procedures and services for the university community to streamline negotiation and processing of material transfer agreements, data transfer agreements, and confidential disclosure agreements. Collaborates with relevant offices and stakeholders (e.g., Department of Grants and Contracts, Office of General Counsel, Advancement) regarding IP terms in the contracts/agreements for which they are primarily responsible.				
Works with and advises faculty/staff, senior leaders, industry sponsors, and grantee organizations to facilitate negotiations, resolve IP issues and finalize agreements. Leads negotiations with third-party sponsors to negotiate and resolve complex issues involving the grant of IP rights in a variety of contracts. Drafts acceptable contract language.				
Drafts complex clauses, agreements, and other documents, and provides guidance and assistance to other contract administrators. Prepares summaries of exceptional IP and other agreement terms for escalation and approval by senior management, as required. Prepares written acknowledgment of approved exceptional terms for signature by principal investigators and internal research participants, as required.				
Interprets complex terms and conditions. Identifies and synthesizes key risks and conflicts of interest associated with contract-related activities being negotiated, and provides guidance in disclosing and seeking administrative approvals.				

JOB ACCOUNTABILITIES

	<i>% Time</i>	<i>Essential</i>	<i>Marginal</i>	<i>N/A</i>
Educates and advises faculty, staff and students about IP as it relates to university policies and IP ownership. Makes presentations and participates in seminars.				
Maintains working knowledge of university-based technology transfer (e.g., IP law and legal issues affecting protection, use, licensing and exploitation of patentable inventions). Maintains in-depth understanding of policies governing and effecting ownership of university IP. Establishes and maintains professional currency through participation and leadership in relevant internal/external associations and committees.				
Provides leadership and guidance to assigned administrators and conducts training as required to ensure professional currency. Represents the university to the general public. Promotes an environment that fosters inclusive relationships and creates unbiased opportunities for contributions through ideas, words, and actions that uphold principles of the USC Code of Ethics.				

Other Requirements

<i>Essential:</i>	<i>Emergency Response/Recovery</i>	<i>Essential:</i>	<i>Mandated Reporter</i>
Yes	In the event of an emergency, the employee holding this position is required to “report to duty” in accordance with the university’s Emergency Operations Plan and/or the employee’s department’s emergency response and/or recovery plans. Familiarity with those plans and regular training to implement those plans is required. During or immediately following an emergency, the employee will be notified to assist in the emergency response efforts, and mobilize other staff members if needed.		A mandated reporter who in his or her professional capacity has knowledge of, or reasonably suspects a person who is under the age of 18 years, elderly, or a dependent adult has been the victim of abuse or neglect must report the suspected incident. The reporter must contact a designated agency immediately or as soon as practically possible by telephone or in writing within 36 hours. By virtue of the associated job duties, this position qualifies as a mandated reporter as required by state law and USC’s policy at: https://policy.usc.edu/mandated-reporters/
<i>Campus Security Authority (CSA)</i>			<i>Essential:</i>
By virtue of the associated job duties, this position qualifies as a Campus Security Authority as required by law and USC’s policy at: https://dps.usc.edu/alerts/clery/			No

ACKNOWLEDGMENTS

The above statements reflect the essential and non-essential functions as necessary to describe the principle contents of the job. They are not intended to be a complete statement of all work requirements or duties that may be required of the position. I understand that I may be asked to perform other duties as assigned. USC reserves the right to add or change duties at any time.

The University of Southern California is an Equal Opportunity Employer. USC prohibits discrimination on any basis protected under federal, state, or local law, regulation, or ordinance or university policies. All employment decisions are based on individual qualifications and business need.

I acknowledge receipt of this job description and its associated physical requirements. I have read and understand the job description and job requirements and agree to abide by their contents. I realize that duties may be requested of me that are not specifically stated herein. I understand that I will be expected to adjust to potential fluctuations in work volume. I understand that, if I have any questions about the essential functions or expectations of my position, my supervisor and/or HR partner are available to discuss them with me.

Print Employee Name

Signature

Date

Print Manager Name

Signature

Date

This job description describes the general nature and level of work required by the position. It is not intended to be an all-inclusive list of qualifications, skills, duties, responsibilities or working conditions of the job. The job description is subject to change with or without notice, and Management reserves the right to add, modify or remove any qualification or duty. Nothing in this job description changes the

existing at-will employment relationship between the university and the employee occupying the position.