



SPEAKERS

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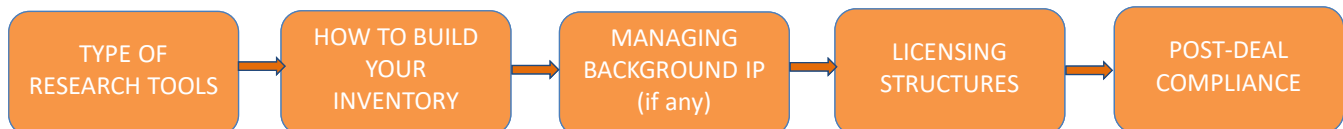
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AGENDA



RESEARCH TOOL LICENSING BENEFITS

UNIVERSITY

- Facilitates the Research & Development
- Reduce the burden of dissemination- Lab and MTAs
- No Patent Expenses/ Cost
- Generate Revenue
- Simple Agreements- Multiple licenses per tool
- Scientific Citations/ Investigator's Pride

COMPANY

- Validated Reagents
- Save Time & Money
- Selection of Best In Class Reagents
- Add Diversity in Catalog
- Publications adds value



TYPES OF RESEARCH TOOLS

- Antibodies
- Mouse lines
- Cell lines
- Plasmids
- Recombinant proteins



BUILDING INVENTORY

- Literature Sourcing
- Novel Target
- Thought Leaders
- Conferences
- Market Size:
 - Requests
 - Competition
 - Literature reference
- Publications
- Depositories
- Applications



MARKETING

UNIVERSITY

- Passive Marketing- Newsletter, Website, Flyers
- Active Marketing- Reaching out to direct contacts at companies, Wish-lists from companies

COMPANY

- Publications—most important
- Conferences
- Google Search Optimization
- Newsletters
- Email blasts
- Landing pages



BACKGROUND IP

- Label Licenses- background mice, expression cell lines, etc
- MTAs
- Sponsored Research Agreements
- Freedom to operate restrictions



LICENSING TERMS

- GRANT
 - Non-exclusive, co-exclusive and very rarely exclusive
- FIELD of USE
 - Internal research use, Clinical use, Research & Development, Research Use Only (RUO), Diagnostic Use, Manufacturing Use
- DURATION/TERM
 - 1-10 years



LANGUAGE SAMPLE- Research Use License

GRANT:

Licensor grants to Licensee for the term of this Agreement a non-exclusive license to make, have made and use Materials for ***internal research purposes solely*** at its facility. No other rights or licenses are granted. ***For avoidance of doubt, Licensee may not manufacture or sell a commercial product utilizing the Materials or its derivatives.***



LANGUAGE SAMPLE- Commercial License

GRANT:

Licensor grants to Licensee for the term of this Agreement a non-exclusive, world-wide right and license to make, have made, use, and sell Product in the Field of Use, ***without the right to sublicense or the right to sell to a non-end user for subsequent resale.*** No other rights or licenses are granted hereunder.



FINANCIAL TERMS

- Upfront
- Annual
- Royalty
 - Distributors
 - OEM
 - KIT Provision/ Multiplex Array
 - Stacking
- Milestone Payment
- *Credits*



LANGUAGE SAMPLE

OEM Sample Language:

If the Product is sold by Licensee to a third party, who is not the ultimate end-user, at **a discount of X% or higher for subsequent resale** (OEM transaction), then LICENSEE will pay to Licensor a **royalty of Y% on the Net Sales** of Products made, made for, used or sold by Licensee.



LANGUAGE SAMPLE

STACKING SAMPLE LANGUAGE:

If Licensee becomes ***obligated to pay royalties to third parties*** for technology necessary to develop or manufacture a Product and the aggregate royalty rate owed by Licensee to all parties (including Licensor) to manufacture and sell a Product ***exceeds X%***, then the royalty rate payable to Licensor for such Product will be reduced pro rata, along with all third party royalty rates, so as to ***reduce the maximum aggregate royalty rate to Y%***. A reduction of the royalty rate *original royalty section* for one Product will not affect the royalty rate for another Product. Furthermore, no royalty reduction for a Product will apply unless all third party licensors for the Product agree to their respective pro rata royalty reductions. In no event will the royalty rate payable to Licensor for any Product be reduced to less than ***A% of Net Sales***.



LANGUAGE SAMPLE

COMBINATION PRODUCT SAMPLE LANGUAGE:

If a Product is sold in combination with other services or products (“Combination Product”), Net Sales are determined on a country-by-country basis by ***multiplying the Net Sales by the fraction A / (A + B)*** wherein “A” is the value of the Net Sales of the Product in a given country and “B” is the net sales of the other service(s) or product(s) of the Combination Product when sold separately during the same calendar quarter in the same country. In no event will the royalty rate payable to Licensor for any Product be ***reduced to less than X% of Net Sales***.



LANGUAGE SAMPLE

COMBINATION PRODUCT SAMPLE LANGUAGE contd.

Active Components means components such as antibodies, antigens, fluorescent dyes, fluorescent proteins, beads and/or magnetic particles, and shall specifically exclude components such as buffers, packaging and media.

In the event that Licensed Product is sold in the form of combination products or kits containing one or more other Active Components other than the Licensed Product, Net Sales for such combination products or kits will be calculated by ***multiplying the actual Net Sales of such combination products or kits by the fraction A/B***, where A is the total number of Licensed Products in the combination product or kit and B is the total number of Active Components including the Licensed Product in the combination product or kit. In no event will the royalty rate payable to Licensor for any Licensed Product be reduced to less than X% of Net Sales.



ADDITIONAL TERMS (vary by the agreements)

- Indemnification
- Insurance
- Change of Control
- Choice of Law



PREFERNCES

- Master Agreements tailored for company' s (the customer's) needs
- Access to the Investigators
- Validation Clauses
- Hybridomas preferred but not required
- Polyclonal Antibody/Volumes
- No Patent



CONCERNS FROM COMMERCIAL PARTNERS

- Deal strategies
 - Exclusive vs non-exclusive
- Asset ownerships
 - Multiple contributors, labs involved in generation of tools
- Storage of Materials
 - Depositories, PI labs, centralized facilities



QUESTIONS?



Thank you!

For any additional questions, please feel free to email us:

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