



**FY03 INTELLECTUAL PROPERTY AGREEMENT
BETWEEN
the COLLABORATING COMPANY
and the
COLORADO ADVANCED SOFTWARE INSTITUTE**

The Operating Board of the Colorado Advanced Software Institute, hereinafter called CASI , an unincorporated partnership, whose mailing address is the Computer Science Department, Colorado State University, Fort Collins, CO 80523-1873, and

Collaborating Company Name

Collaborating Company Address

hereinafter called the Collaborating Company, with respect to the following CASI grant:

Grant Title

Grant Period of Performance

hereby enter into the following agreement:

WHEREAS, "intellectual property" is defined as any invention (whether or not patentable), copyright, or trade secret to the extent it is created in the course of performance of work within the scope and time period including any time extensions of a CASI grant, and

WHEREAS, any discrepancies between this agreement as executed, individual licenses, letters of agent, grants and agreements and the terms of CASI 's Charter shall be resolved in favor of the Charter, and

WHEREAS, this agreement shall be interpreted so as to be in compliance with the laws of the state of Colorado, and

WHEREAS, CASI has agreed to apply its best efforts to obtain assurances from Collaborating Company that intellectual property established by performance of participants under this grant is original and unencumbered but otherwise disclaims any warranty of any kind to any party with respect to the intellectual property, and

WHEREAS, Collaborating Company shall expend financial resources (exclusive of in-kind contributions) in the amount of

WHEREAS, Collaborating Company shall expend other resources as detailed in the grant proposal,

THEREFORE, be it resolved that:

1 OWNERSHIP

- 1(a) Ownership in all intellectual property, including copyrightable property, developed through CASI Technology Transfer Grants shall be vested in the university to which the grant is awarded.
- 1(b) Not included as intellectual property associated with this grant are those rights to previously developed intellectual property involved in the project as specified by prior disclosure in the grant's proposal.

1(c) Regardless of any license rights granted, the university shall retain the right to use and develop the intellectual property developed in conjunction with its research.

2 RIGHTS OF COLLABORATING COMPANY

- 2(a) The University hereby grants the Collaborating Company an irrevocable, royalty-free, nonexclusive, nonassignable license for use of the intellectual property developed for its internal and external products.
- 2(b) The Collaborating Company, for a period of six months from the date of publication by CASI of the grant's final technical report, shall have a first right of refusal to an exclusive, assignable license (by mutual consent), with a right to grant sublicenses, to the intellectual property developed in exchange for a license fee and annual royalty payment to be negotiated between the university and the Collaborating Company as part of the terms of the license agreement. License shall be subject to performance incentives (i.e., minimum royalty payments or minimum development cost investment in a specified period) as are reasonable under the circumstances.
- 2(c) The license fee for nonmembers shall be twice the current membership year Level 5 membership dues. One-half the license fee (for the first license granted only) may be credited toward the current and forthcoming membership year dues in addition to any payments negotiated pursuant to Section 2(b) above.
- 2(d) The license fee for business members shall be for the amount of the forthcoming membership year Level 5 membership dues. The license fee is in addition to, and not in lieu of, membership dues as well as any payments negotiated pursuant to Section 2(b) above.
- 2(e) The Collaborating Company may request information be maintained in confidence for a 90-day period, and for a longer period, as described in CASI's Reporting Safeguards Policy.
- 2(f) The agent to perfect the intellectual property developed may be designated by the Collaborating Company.

3 DUTIES OF COLLABORATING COMPANY

3(a) Collaborating Company will obtain assurances from participants performing work under this grant that intellectual property they establish is original and unencumbered.

TESTAMENTS

We as authorized representatives of Collaborating Company and CASI do hereby acknowledge and enter into this agreement.

Collaborating Company Representative's Typed Name

Collaborating Company Representative's Signature

Date

Anneliese A. Andrews

CASI Representative's Typed Name

CASI Representative's Signature

Date