



**COLORADO ADVANCED SOFTWARE INSTITUTE
FY02 TECHNOLOGY TRANSFER GRANT
UTT TERMS AND CONDITIONS**

(Dates)

GENERAL

The objectives, approach, and budget as described in the original proposal to CASI and approved by its Operating Board shall be followed. Any deviations to that described in the proposal need to be presented to the CASI Director in writing for approval.

A vitae for the graduate student(s) employed by the project and a copy of this agreement must be signed by the graduate student(s) and supplied to CASI prior to project initiation.

KICK-OFF MEETING

A kick-off meeting shall be held *prior to project initiation*. The kick-off meeting is defined as one of the initial meetings occurring early in the course of the project. The purpose of this meeting is for problem solving and networking and shall include the representative of the Collaborating Company. The kick-off meeting between the CASI director, principal investigator and the collaborating company representative will be scheduled by the CASI coordinator.

REPORTING PROCESS

NOTE: *In order to ensure CASI's accountability to both its State funding agency and its business members, payment of the final ten (10) percent of the grant award amount will be withheld until all reports, both formal and informal, are received and accepted.*

Reporting Requirements. All funded projects shall provide: a report at the end of the each funding year in accordance with CASI's Final Report guidelines. Report(s) shall be provided to CASI by *(dates)*.

An Intellectual Property Disclosure form supplied by CASI must be completed and appended to the Final Report. If there is intellectual property to disclose, a copy of the letter from the principal investigator so informing the appropriate campus technology transfer officer must also be appended.

Informal Reports to CASI

The responsibilities of the principal investigator include the submission of an in-kind contribution report to CASI in June on forms provided by CASI. At the conclusion of the project, CASI will request of the principal investigator a letter summarizing the effect of the project from his or her personal point of view. Other informal reports may be requested as necessary. Once a year for the three years following the period of funding, when requested, the principal investigator agrees to provide information on follow-on funding and publications generated in part or in whole as a consequence of this award.

PUBLICATION OF RESULTS

Acknowledgment. Publications of CASI-sponsored research shall contain the following credit line: *"CASI is sponsored in part by the Colorado Advanced Technology Institute (CATI), an agency of the State of Colorado. CATI promotes advanced technology education and research at universities in Colorado for the purpose of economic development."*

Reporting Safeguards. In the absence of prior disclosure in the proposal, it is assumed that no confidential or proprietary information exists for that proposal that requires protection from publication. Regarding data and information that originated with a particular business participant that has been so identified in the proposal, such business participant will have the right to veto the release of any such information in CASI publications.

All written reports and presentations of any kind must be submitted to the project's collaborating business or industry, who shall have 30 days from the receipt of the report to identify to CASI any data and information inadvertently included in the manuscript that are of a confidential nature and whose publication or dissemination ought to be delayed until confidential information is removed.

A delay in publication of up to 90 days to take appropriate legal action to protect intellectual property may be requested. This delay period affects release to the public and not distribution to the Operating Board. The university agrees to maintain this information in confidence for the duration of the delay period. Such information shall be clearly labeled: "Confidential Information. Not for Public Release. For CASI Use Only."

The university shall otherwise place no limits on the free dissemination of information regarding the conduct or results of the sponsored project other than the safeguards outlined above.

RESEARCH SYMPOSIUM

The principals of a CASI-funded projects shall make a formal presentation of the results of their project to date at CASI's annual Research Symposium to be held in October 2001.

RIGHTS TO INTELLECTUAL PROPERTY

Patents and copyrights generated in the course of CASI-sponsored projects shall belong to the university to which the CASI-sponsored project is awarded, subject to the following: The university shall grant to the Collaborating Company an irrevocable, royalty-free, nonexclusive, nonassignable license for use of the intellectual property developed for its internal and external products. For a period of six months from the date of publication by CASI of the grant's final technical report, the university shall offer a first right-of-refusal of 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. Such 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, including company size. The license fee for CASI business members shall be for the amount of the forthcoming membership year Level 5 membership dues in addition to any royalty payments negotiated. Such license fee is in addition to, and not in lieu of, membership dues. The Collaborating Company may designate what agent will perfect the property developed. If the Collaborating Company does not exercise its first right-of-refusal within six months, the university shall offer all CASI member companies (who were members of CASI for the membership year in which this grant was awarded), including the Collaborating Company, a first right-of-refusal to a royalty-bearing exclusive or nonexclusive license. The exclusive license that shall be offered to CASI member companies shall be exclusive save for the original nonexclusive license previously granted the Collaborating Company, as stated above. Any discrepancies between individual licenses granted by the universities and the terms of CASI's Intellectual Property policy shall be resolved in conformance with CASI's policy. 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.

The university shall remand to CASI as long as CASI continues to operate 25 percent of net royalty income over \$100,000 until it equals the amount of the underlying grant and 5 percent of net royalty income thereafter. The university may deduct its expenses for intellectual property negotiations from license fee and royalty payments before the division of fees and royalties.

Principal Investigator

Graduate Research Assistant(s)

Date

E-mail Address

Date

Principal Investigator

Graduate Research Assistant(s)

Date

E-mail Address

Date