Oregon Health & Science University (OHSU) now offers upfront license terms for licensing intellectual property (IP) resulting from industry-sponsored non-clinical research projects under a new program called Improved Access to Technology (IMPACT). Under IMPACT, industry sponsors have the ability to choose from OHSU’s standard intellectual property and license terms or an upfront non-exclusive or exclusive license. Based on similar models, OHSU believes this will accelerate the process of establishing new industry-sponsored projects.

Why this approach? IP terms in industry-sponsored research agreements are often the most time-consuming negotiation terms. Sponsors often desire upfront rights to IP resulting from sponsored projects without the need for further license negotiations.

How IMPACT works

- Industry sponsors can select one of three license models
- OHSU’s office of Technology Transfer and Business Development (TTBD) will discuss with the study investigator the implications of moving forward with such model
- TTBD and the OHSU study investigator must both approve moving forward with the model
- All upfront license fees must be paid by sponsor at the time of execution of the research agreement
- All license fees are non-refundable and non-creditable
- Other standard license terms apply

Benefits of IMPACT

- Reduced negotiation time
- Known license fees
- More efficient execution of industry-sponsored research agreements
# OHSU IMPACT

## Industry Quick Guide

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<tr>
<th>Rights to Intellectual Property</th>
<th>Standard terms</th>
<th>IMPACT option 1</th>
<th>IMPACT option 2</th>
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<tr>
<td></td>
<td>Sponsor has first exclusive option to elect to negotiate a worldwide, sublicensable, royalty-bearing license to OHSU’s rights in IP</td>
<td>Non-exclusive, worldwide, sublicensable, royalty-bearing license to OHSU’s rights in IP</td>
<td>Exclusive, worldwide, sublicensable, commercial license to OHSU's rights in IP</td>
</tr>
<tr>
<td>Upfront option and license fees</td>
<td>No upfront option fees. License fees to be negotiated at the time sponsor exercises its exclusive option</td>
<td>7.5% of total sponsored research cost or $10,000, whichever is greater</td>
<td>15% of total sponsored research cost or $20,000, whichever is greater</td>
</tr>
<tr>
<td>Royalty</td>
<td>To be negotiated at the time sponsor exercises its exclusive option</td>
<td>No royalty</td>
<td>1.0% royalty on all sales of products and services after sales reach $20,000,000</td>
</tr>
<tr>
<td>Patent and other expenses to protect the Intellectual Property</td>
<td>Sponsor shall reimburse OHSU for all expenses incurred by OHSU on IP during any license negotiation period</td>
<td>OHSU has no obligation to pursue IP protection on any IP arising from the project unless sponsor pays all expenses to protect such IP</td>
<td>Sponsor pays all expenses to protect IP arising from the project</td>
</tr>
</tbody>
</table>

## Other Details of IMPACT

- IMPACT options 1 and 2 are available to most industry sponsors of non-clinical research
- IMPACT options 1 and 2 are not available for research awards or subawards from government, non-profit, or other types of non-commercial sponsors
- IMPACT option 2 may only be available for projects that can be conducted in OHSU facilities available for private business use
- Full project costs (direct + indirect) must be paid by the sponsor
- No pre-existing IP will be included in any grant of IP rights