

## IP Sample Plan #2

*Sample agreement from a Medical School covering shared resources and datasets, and how any results will be disseminated.*

RE: [Insert NIH OER Notice Number]

As a member of the [insert name of NCI program], \_\_\_\_\_ Medical School [insert name of applicant institution] recognizes and supports the important contributions [NCI program] members can make in the pursuit of early cancer detection. The sharing of data and resources is essential in expediting the translation of research results into knowledge, products, and procedures to improve human health. The purpose of this letter is to describe how \_\_\_\_\_ Medical School; principal investigator, Dr. \_\_\_\_\_ [insert name of PI] and [his or her] team will share data and research resources and how \_\_\_\_\_ Medical School will manage the intellectual property produced by the research conducted under [NCI program]. Dr. \_\_\_\_\_'s team includes external co-investigators, collaborators, and consultants at [insert names of institutions].

With continued participation in [NCI program], \_\_\_\_\_ Medical School anticipates the sharing of new and existing datasets, which will be available through the already existing web-site developed for this purpose, and through the publishing of the data. All sharing of data will conform to currently established [NCI program] practices and will be in compliance with \_\_\_\_\_ Medical School Institutional Review Board and HIPAA Privacy Policies. All shared data will be stripped of individual identifiers.

The sharing of unique research resources, e.g., human biospecimens and novel cancer biomarkers, will continue in accordance with NIH guidelines regarding the sharing of unique research resources.

Intellectual Property Plan: \_\_\_\_\_ Medical School is committed to making the results and accomplishments of this research available to the research community and to the public at large, and to accomplish the transfer to industry for commercialization. Consistent with the intellectual property policy of \_\_\_\_\_ Medical School, participating staff will disclose and assign inventions to \_\_\_\_\_ Medical School. \_\_\_\_\_ Medical School will patent said inventions and expeditiously seek to license the invention to a commercial entity that can develop the invention into a product or service that benefits the public at large. If the invention results from collaboration of multiple non-profit and/or for-profit entities, joint inventorship and ownership will be recognized among those collaborators actually contributing to the invention. Inventorship will be determined by US patent law. Each collaborative partner (both inventors and non-inventors) will be granted a non-exclusive,

royalty-free, research license. If there is a single participating commercial partner, it will be granted an option for a commercial license. If there are multiple commercial collaborators, they will be granted an option for a non-exclusive commercial license. Licenses will reserve a royalty-free, non-exclusive US government license for use of the technology for government purposes. Also reserved in collaborators research licenses will be a sub-license right to other non-commercial enterprises, thus assuring distribution of research tools to the scientific community. For other non-[*NCI program*] research activities, \_\_\_\_\_ Medical School has negotiated Memoranda of Understanding with such terms as these for collaborations involving \_\_\_\_\_ Medical School with three commercial entities. \_\_\_\_\_ Medical School licensing activities will comply with the conditions of the NIH Grants Policy statement.

The appropriate representative from each institution of Dr. \_\_\_\_\_'s team has read and concurred with the terms of \_\_\_\_\_ Medical School's intellectual property management strategy.

Please feel free to contact me at (xxx) xxx-xxxx if I may provide further information on \_\_\_\_\_ Medical School plans for sharing data, research resources, and intellectual property for this important [*NCI program*] project.

### **Updated**

Monday, December 18, 2017

### **Source**

**URL:**<https://techtransfer.cancer.gov/intellectualproperty/ip-information-grantees-contractors/ip-sample-plan2>