

IP Sample Plan #3

Sample Research Resources and Intellectual Property Plan for use by an Institution and its Collaborators for intellectual property protection strategies covering pre-existing intellectual property, agreements with commercial sources, privacy, and licensing.

Research Resources and Intellectual Property Plan

The _____ ("INSTITUTION") and its collaborators (See Appendix A, referred to herein after as "Collaborators") recognize and agree with [*insert name of NCI program*]'s core mission. Inventions developed under this funding, will be reported to INSTITUTION and/or its Collaborators, as appropriate, for evaluation and pursuit of intellectual property protection strategies. Inventions, whether or not patentable, that are conceived and reduced to practice under this funding solely by one institution will be owned by that institution. INSTITUTION and its Collaborators will evaluate inventions developed under this funding to decide and implement the most appropriate intellectual property protection strategy for achieving the goals of this project. In cases where the INSTITUTION and/or its Collaborators determine that patent protection is the best strategy for introducing and distributing such inventions to the developing world it will pursue such strategies. Inventions, whether or not patentable, conceived and reduced to practice under this funding jointly by two or more institutions will be jointly owned by those institutions. In the case of jointly owned inventions, the joint owners will negotiate in good faith suitable management agreements to permit the evaluation, protection and commercialization of the invention taking into account the goals of this project.

With respect to pre-existing intellectual property, such pre-existing intellectual property will remain the property of the party that created and/or controls it.

The INSTITUTION and its Collaborators will not engage in agreements with commercial sources that would hamper access by the academic research community to unique research resources developed under this funding. As stipulated by the RFA and in accordance with NIH policy, INSTITUTION and its Collaborators agree to adhere to the principles and guidelines set forth by the National Institutes of Health with respect to making such unique research resources available to the qualified individuals within the scientific community.

In the event that collections of human tissues are transferred or data transferred or released, INSTITUTION and its Collaborators agree that, where appropriate and in accordance with relevant informed consent and privacy authorizations and any

Institutional Review Board documentation, such transfers or releases will be made in accordance with applicable law, regulation, and policy, including the Health Insurance Portability and Accountability Act of 1996 and any other applicable privacy law.

INSTITUTION and its Collaborators have used a variety of licensing strategies to transfer technologies into the commercial sector for development and marketing, including the use of exclusive licenses, field-specific licenses, co-exclusive licenses and non-exclusive licenses. INSTITUTION and its Collaborators agree to cooperate in implementing license strategies that permit the transfer of technologies to industry in a manner that is consistent with the [*insert name of NCI program*] mission.

The appropriate representative from each Collaborator has read and concurred with the terms of _____ INSTITUTION's intellectual property management strategy.

Appendix A

Collaborators under NCI Grant _____

Updated

Monday, December 18, 2017

Source

URL:<https://techtransfer.cancer.gov/intellectualproperty/ip-information-grantees-contractors/ip-sample-plan3>