

LICENSEE INTAKE FORM

The information provided herein will not be shared with any third parties other than UK affiliates having a need to know for the purpose of negotiating and entering into a license agreement and will be considered "Confidential Information" under the NDA entered into between UKRF and _____ dated _____.

The attached Licensee Intake Form is to be completed by each company interested in licensing UKRF technologies. An appendix regarding UKRF licensing practices is included in the final page of this document.

Request for information regarding business entity and commercialization plan

The University of Kentucky Research Foundation, Inc. (UKRF) requires that potential licensees provide the information requested in the attached form prior to entering into license negotiations concerning UKRF-owned technologies. This information assists UK's Office of Technology Commercialization (OTC) in reviewing your company's capabilities and resources to commercialize the technology. Any additional information you can provide, such as business plans, annual reports and product literature, will also be helpful and appreciated. The OTC will review the information provided to determine your company's ability to commercialize the technology.

To Begin Licensing Discussions

To begin licensing discussions with the OTC, please complete the attached form and return it along with any additional company literature via email to Eric Castlen (eric.castlen@uky.edu).

LICENSEE INTAKE FORM
PRIVILEGED AND CONFIDENTIAL

OTC Office Use Only
 UKRF REF. _____
 Date rec'd: _____
 CM: _____

SECTION I: REQUIRED INFORMATION

A. General	
Name of Company	
Contact information for the individual who will negotiate license terms on behalf of the company	
Name	
Title	
Phone	
Email	
Which UKRF patents, patent applications, copyrights or other intellectual property are you interested in licensing? If available, please provide patent or application numbers, UKRF reference numbers, or other descriptive information.	
Patents	
Patent Applications	
Copyrights	
Other	
	N/A Don't Know
What type of license are you requesting (e.g., non-exclusive, exclusive in all fields of use, exclusive in specific field(s) of use, etc.)? Please enter "x" in the appropriate box.	
Non-exclusive	
Exclusive in all fields of use	
Exclusive in specific field(s) of use (please list which field(s))	
to be determined	

B. Company Information		
Legal name, if different from above		
Business address (street, city, state, zip, country)		
Business phone		
Business website		
Registered to do business in Kentucky? (Y/N)	Yes	No
Entity form: Corporation, partnership, sole proprietorship, etc.?		
State and year of organization		
Number of employees		
Company capitalization: \$0-100K, \$100K-1M, \$1M-100M, \$100M+		
Estimated gross annual sales		
Non-proprietary business description		
Description of the company's management and product development teams		
Is the company any of the following? (Y/N)		
U.S. Government contractor	Yes	No
Non-U.S.-headquartered business	Yes	No
Non-profit entity	Yes	No
UKRF-affiliated startup company	Yes	No
Has the company been involved in a sponsored research (or other) agreement with UK or UKRF? If so, please provide details.	Yes	No
Is any principal of the company a current UK employee? If yes, please explain.	Yes	No
If the company is a subsidiary, please provide the name, entity type, and business headquarters location for the parent company.		
If the company is a joint venture, please provide the legal name, legal form, and business headquarters location of each joint venture participant.		
Experience and technical expertise		
Please summarize your company's prior experience in commercializing or attempting to commercialize an early-stage technology.		

How does this experience apply to this proposal to commercialize UKRF technology?	
Does your company have specific in-house technical expertise to commercially develop the UKRF technology? Please provide details.	

SECTION II: CRITICAL INFORMATION

A. Licensed Products and/or Services	
Briefly describe each type of product or service the company is considering developing using the UKRF technology.	
Related products/services presently sold by the company	
How will the new product/service fit into existing product/service lines? (Y/N)	
Replace an existing product/service	Yes No
Complement or enhance an existing product/service	Yes No
Produce an entirely new product/service	Yes No
Become part of a larger system or end-product	Yes No
Provide a brief description of steps/milestones (including cost and time estimations for completion) believed to be necessary for commercial development of envisioned licensed products and/or licensed services (e.g., clinical testing, manufacturing, any necessary regulatory approval(s), etc.).	

B. Benefit to the U.S. Economy	
Will testing, design and/or development of licensed products be performed in the U.S.? If so, at what location(s)?	Yes No
Will licensed products and embodying parts, including components, be substantially manufactured in the U.S.? If so, at what location(s)?	Yes No

C. Market Analysis

To the extent known or reasonably available, please provide the following information for each type of prospective product or service.

Type of product or service	Target market for the product or service	Current market size (\$)	Estimated market size in 1 year (\$)	Estimated market size in 5 years (\$)

To the extent known or reasonably available, please provide a brief summary of any known competitors' products, services, technical achievements or developments that differentiate from or compare to the prospective products to be commercialized.

Competitor	Products, services, technical achievements or developments	How it differentiates from or compares to the prospective products to be commercialized

D. Commercialization Projection

Please provide the following information for each type of product or service:

Product or service	Estimated date of first sale; specifying month/year or time to market after license execution (if applicable, break out estimated dates for different fields of use)	Projected development costs and commercialization costs (include financial projections of the amount of cash needed by the company and how it will be used to reach specific development milestones)	Anticipated source(s) of funding for further development and commercialization

E. Sales Estimates for Licensed Products/Services

Product/Service Description:	Year 1	Year 2	Year 3	Year 4	Year 5
Expected Market Penetration					
Expected sales:					
# Units					
Gross Sales (\$K)					
Cost Per Unit:					
Direct costs					
Indirect Costs					



Office of Technology
Commercialization

I represent that the information provided in this document may be relied upon for purposes of negotiating and entering into a license agreement.

Name: _____

Signature: _____

Title: _____ Date: _____

APPENDIX
Information Regarding UKRF Licensing Practices

Licensing Authority: UKRF was established by UK to enter into and administer research agreements with external funding sources and to own, control, and license intellectual property on behalf of UK.

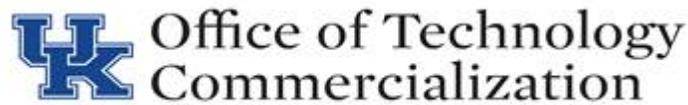
Grant of Rights: UKRF technologies may be licensed on an exclusive or non-exclusive basis. Unless otherwise negotiated and agreed upon in writing, UKRF license agreements do not include technical assistance or any obligation to furnish to licensee any know-how or rights with respect to improvements of licensed technology.

- UKRF's typical non-exclusive license requires an up-front non-refundable issue fee, commercially reasonable royalty payments based on sales of licensed products/services, minimum annual royalties, and due diligence performance milestones.
- UKRF's typical exclusive license requires an up-front non-refundable issue fee and/or equity stake, commercially reasonable royalty payments based on sales of licensed products/services, minimum annual royalties, a percentage of any non-royalty income the licensee may receive in connection with any sublicensees granted under the license, and due diligence performance milestones. Often, the grant is limited to one or more specified fields-of-use. Exclusive licensing is preferred when a technology is in an early stage of development and will require considerable investment and further development efforts before commercialization is possible. Exclusive licensees typically reimburse UKRF for all costs incurred in connection with the preparation, filing, prosecution and maintenance of licensed patents.
- Fees and commercially reasonable royalties are based on a fair-market-value of envisioned licensed products/services, and will vary depending on a number of factors including, but not limited to, the number of licensed patents and/or pending patent applications, demand for the technology, and the stage of development of the licensed technology.

Regulatory Approvals: In all UKRF licenses, the licensee takes sole responsibility for obtaining any regulatory approvals that may be needed to practice the technology. The OTC cannot advise or assist any company in obtaining such approvals.

Technical Assistance: In all UKRF licenses, the licensee takes sole responsibility for the commercialization of licensed technology. The OTC may provide assistance, research or support as requested, but without obligation to do so. However, UKRF or UK may agree to provide limited technical assistance to a licensee on a full cost recovery basis (pre-paid).

Insurance: In all UKRF licenses, the licensee insures its activities relating to the license agreement at its own cost with an insurance company acceptable to UKRF. Licensees always provide UKRF with proof of coverage to show compliance with this requirement.



All UKRF License agreements contain, but are not limited to, the following non-negotiable terms and conditions:

U.S. Government Reserved License: For intellectual property developed with federal funds, the U.S. Government retains a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the U.S. Government, inventions covered by UKRF's patent rights, and has certain other rights under 35 U.S.C. §§ 200-212 and applicable regulations.

UKRF's and UK's Reserved Rights: UKRF and UK reserve the right to use licensed technology for any non-commercial purpose.

No Warranties: Licenses and any associated licensed products/services are without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. UKRF makes no representation or warranty that licensed products/services will not infringe any third-party patent or other proprietary right. In no event will UKRF be liable for any incidental, special or consequential damages resulting from exercise of the license or the use of any intellectual property.

Indemnification: Licensee agrees to indemnify and hold harmless UKRF, its officers, employees, and agents; any sponsors of research that led to the licensed intellectual property; the inventors of the licensed patents; and their employers against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of the exercise of the license. Licensee pays any and all costs incurred by UKRF in enforcing this indemnification, including reasonable attorney fees.

Preference for U.S. Manufacture: Licensee agrees that products produced through the use of licensed technology and sold in the U.S. will be manufactured in the U.S.

Export Control Requirement: Licensee observes all applicable U.S. and foreign laws with respect to the export of products and related technical data and the provision of services to foreign countries, including, without limitation, the Export Administration Regulations.