

**CHECKLIST FOR AGREEMENT NEGOTIATION
FOR CLAUSES INVOLVING INTELLECTUAL PROPERTY**

Principal Investigator's Name: _____ Date: _____

UPN # or Agency/Protocol #: _____ Funding Agency: _____

In order to successfully negotiate the research contract and protect Intellectual Property (IP) rights, please complete the following checklist and provide a description of the work to be performed. Any "Yes" answer should be detailed in the comments/remarks section on page 2 and an attachment to this sheet as necessary.

I. Background IP:

- A. Are other sponsors supporting this same activity? If yes, please provide below the sponsor's name, the project account number and other relevant information. • Yes • No
- B. Is a biological substance, material or other background intellectual property acquired from the sponsor or another third party being used? (e.g. self-reproducing, enzyme, vector, etc.) If yes, please provide below the property and owner. • Yes • No
1. Is the material or substance the subject of a Materials Transfer Agreement? • Yes • No
- C. Will a copyrighted material be used (e.g. software which has "use" restrictions)? If yes, please provide below the name, owner and any use restrictions. • Yes • No
- D. Is patentable subject matter being used? If yes, please provide below any relevant information. • Yes • No
1. Is it a University of Florida patent application or patent? If yes, please provide below the disclosure or application number. • Yes • No
2. Is it the subject of another party's patent or patent application? If yes, please provide below the other party and a point of contact. • Yes • No
3. Is or will the research be associated with any federal grant or contract? If yes, please provide below the federal grant or contract number. • Yes • No

II. Foreground IP:

- A. Is any intellectual property likely to result from this research that may need protection (e.g. patents, copyrights) • Yes • No
1. If you answer "Yes", please describe below what it may be.

Description of Likely Intellectual Property:

2. The University of Florida normally claims ownership of any IP developed by its personnel under a sponsored project and then grants an option to the sponsor to take a license to the foreground IP that may result from the project. UF shares any income from licensing with the UF inventor(s) and retains a right to use the IP in future sponsored projects. When the prospective sponsor requests greater rights than this UF standard, it may diminish the possible personal income to the inventor(s) or the ability to do research for future sponsors. In such case, DSR will consider granting greater rights to the sponsor, but only with the agreement of the researcher(s).

Please indicate by checking the box below if you are willing or not willing to agree with UF accepting lesser rights than in our standard.

I am **willing** to accept lesser rights to get the project funded.

I am **not willing** to accept lesser rights and wish DSR to strive for terms close to the UF standard.

- B. Are you performing data analyses or testing a third party's materials, drugs or other items proprietary in nature to the sponsor? If yes, please provide below a description of the work you will be performing.

• Yes • No

- C. Has or will consulting be done for the sponsor by the principal investigator or other UF employees who will be working on this project? If yes, please provide below an explanation.

• Yes • No

Description of Work:

Comments/Remarks:

Principal Investigator's Signature

Date