

LICENSE INTAKE FORM

Part I – General Company Information

The University of Kentucky's Research Foundation* (UKRF*), the agent of the University of Kentucky (UK) for receiving grants and research agreements and which owns and controls intellectual property on behalf of UK., requires that potential licensees provide the information requested below prior to entering into substantive licensing negotiations. This information assists UK Innovate in the review of the potential licensee's capabilities and resources to commercialize the UKRF technology. UK Innovate will review each company's information (Parts I and II of this form) along with that of other potential licensees. This information will be used by UK Innovate to fulfill its fiduciary responsibility to assure that licensees are positioned to successfully commercialize the UK technology.

An appendix regarding UKRF licensing practices is included in the final page of this document.

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 and Patent Applications	
Copyrights	
Other	
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)	
Entity form: Corporation, partnership, sole proprietorship, etc.?	
State and year of organization	
Number of employees	
Is the company any of the following? (Y/N)	
Non-U.S.-headquartered business	
Non-profit entity	
UKRF-affiliated startup company	
Has the company been involved in a sponsored research (or other) agreement with UK or UKRF? If so, please provide details.	
Is any principal of the company a current UK employee? If yes, please explain.	

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: The University of Kentucky Research Foundation (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. UK Innovate 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. UK Innovate 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.

UK INNOVATE LICENSE INTAKE
FORM
Part II – Technology Development Plan

The University of Kentucky's Research Foundation* (UKRF*), the agent of the University of Kentucky (UK) for receiving grants and research agreements and which owns and controls intellectual property on behalf of UK., requires that potential licensees provide the information requested below prior to entering into substantive licensing negotiations. This information assists UK Innovate in the review of the potential licensee's capabilities and resources to commercialize the UKRF technology. UK Innovate will review each company's information (Parts I and II of this form) along with that of other potential licensees. This information will be used by UK Innovate to fulfill its fiduciary responsibility to assure that licensees are positioned to successfully commercialize the UK technology.

Please respond to the following with specific emphasis on the company's vision for commercialization of the UK technology.

Company Background

- i. Brief non-proprietary business description (2 sentences)
- ii. Briefly describe the company's history (if any) and mission.
- iii. Briefly describe the company's prior experience commercializing technologies in this field (if any).
- iv. Briefly describe the company's existing products and/or operations (if any), and alignment between those products and the UK technology to be licensed.
- v. Describe the company's leadership team and corporate governance?

Unmet Need/Problem & Solution

- i. What Problem(s) will the company solve using the UK technology?
- ii. Why is the company the right team to solve this problem?
- iii. What Solution does the company envision that leverages the UK technology? Briefly describe each type of product or service.
 - a. Identify Minimum Viable Product (MVP) stage solution
 - b. Identify envisioned solution at scale
- iv. Competitive Analysis
 - a. Please describe other solutions currently in the market.
 - b. To the extent known, please describe other solutions that are currently in development.
 - c. How will the proposed Solution based on licensed UK technology compare to competitors (both existing and those in development)?
 - d. What Unique Value Proposition will be offered by the proposed Solution based on licensed UK technology?
- v. Intellectual Property
 - a. To what extent is the UK IP critical to the success of the company?
 - b. What additional IP would the company need to acquire to complement or practice the UK IP?
 - c. What additional IP does the company envision developing?

Benefit to the US Economy

- i. Will testing, design and/or development of licensed products be performed in the US? If known, at what location(s)?
- ii. Will licensed products and embodying parts, including components, be substantially manufactured in the US? If known, at what location(s)?
- iii. If outside US, please provide justification.

Market Analysis

- i. Please provide a synopsis of the known market for the proposed product/solution.
- ii. If available, please provide breakdown – in units of US dollars – of the
 - a. Total Addressable Market (TAM),
 - b. Serviceable Addressable Market (SAM), and
 - c. Serviceable Obtainable Market (SOM)

Social Impact

- i. Please describe the added value to society that the UK technology provides.
- ii. How does the UK technology uplift or provide solutions to marginalized populations/sectors of the market?

Team

- i. Briefly describe the team that will be dedicated to the development of the licensed UK technology.
 - a. Describe the roles and responsibilities of each team member
 - b. Describe the qualifications and experience of each team member relative to their role in developing and commercializing the UK technology.
 - c. Describe the level of commitment of each team member to development of the UK technology
- ii. Please identify current gaps in the team (short term). What are the company's plan and timeline to fill current gaps?
- iii. Briefly describe the company's vision for the future (long term) team composition and timeline / milestones for team expansion.

Regulatory

- i. To what extent will development and commercialization of the proposed solution be impacted by regulatory / industry standards (e.g., FDA, EPA, ISO, OSHA)?
 - a. To the extent known, please describe the regulatory classification and any applicable standards.
- ii. What is the company's strategy to achieve required regulatory approvals?
- iii. Please describe the company's experience with related regulatory matters.
- iv. Please describe any consultants that the company will retain to meet regulatory obligations.

Technology Development & Commercialization Plan

- i. Strategic Vision
 - a. Briefly describe the company's long-term vision for development and commercialization of the UK technology (e.g., operating business vs. strategic acquisition).
- ii. Development Plan
 - a. Briefly describe the company's strategic plan to develop the UK technology
 - i. Provide a timeline
 - ii. Identify Key Technology Milestones (e.g., fundraising, prototyping, clinical testing, manufacturing, regulatory approvals, etc.)
 - b. Provide a risk assessment of this commercialization strategy
 - i. What are the most impactful de-risking milestones to be achieved?
 - ii. What is the company's strategy to quickly achieve de-risking
 - c. Key Partnerships
 - i. To the extent known, list business partnerships that will be critical to the development effort, including:
 1. Suppliers, manufacturers, subcontractors, other strategic partners.
 2. Strategy for how the partnership(s) will contribute to accomplishment of key activities

- iii. Go-to-Market Strategy
 - a. Does the company plan to exit prior to market launch? If so, at what development stage does the company anticipate that it will become a candidate for acquisition?
 - b. Please describe the initial go-to-market strategy with emphasis on beach-head market segments (i.e., early customers)

Financial Plan

- i. Describe the funding requirements for the initial 36-months of operations.
- ii. Briefly describe the funding requirements to develop the UK technology to the point of go-to-market and/or strategic exit.
- iii. Briefly describe the company's plans to secure/commit the following types of funding:
 - a. Company internal resources
 - b. Non-dilutive funding (e.g., SBIR/STTR, debt)
 - c. Dilutive funding (i.e., investment funding)
 - d. Other funding sources (e.g., strategic partner)
- iv. Identify critical value inflection milestones in the technology development process for the UK technology.

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: _____