

7University of Colorado Health Sciences Center
Principal Investigator's
Request for Intellectual Property Variance

Background:

From time to time, the University of Colorado is asked to enter into research contracts or other agreements that contain concessions regarding patents, copyrights or other intellectual properties. Faculty inventors and authors have a financial interest in patents and some copyrights, as does the University itself, so the University is reluctant to accept such concessions. The financial stakeholders are those who share revenues from commercialization of intellectual property as follows:

- 25% to the inventors personally
25% to inventor's department or unit
25% to inventor's laboratory
25% to the University

To commercialize intellectual property, the University retains ownership of patents and copyrights arising from contracts, materials transfer agreements and other research agreements, and offers sponsors a non-exclusive license for internal uses or a first right to negotiate an exclusive license for commercial uses. The Executive Vice Chancellor has the authority to accept lesser rights for the University but, before considering that option, reviews input from other stakeholders such as the Principal Investigator, the Department Chair or Unit Head, and the Bio/Medical Technology Transfer Office.

Request for Variance:

Sponsor Name Agreement #
Principal Investigator:
OGC Proposal #:
Intellectual Property Rights Requested by Sponsor:

- 1. Does the scope of work for this project overlap with the scope of work of any of your other funded research such that there could be overlapping inventions? No Yes If yes, explain and identify source of funding:
2. Does the P.I. or others involved in the performance of the agreement have a financial interest in the sponsor company? No Yes If yes, explain:
3. Does the P.I. or others involved in the performance of the agreement receive payments, in addition to the grant award, from the sponsor company? No Yes If yes, explain:
4. Are there other conflicts of interest or commitment related to the agreement? No Yes If yes, explain:

Certification:

As Principal Investigator, I understand that the intellectual property rights specified in this agreement are less than those usually reserved for the University on my behalf and on behalf of my research group and primary unit. I also acknowledge that I assume full responsibility for informing all investigators involved or become involved with this project that the intellectual property rights have been waived. By my signature below, I request the University accept these concessions. I am making this request because I believe that (check all that apply):

- The probability of an invention arising under this contract is very low
Funding from this agreement is immediate and almost certain; funding is more important to me than future revenue from unforeseen inventions
Negotiating more favorable terms would jeopardize my relationship with the sponsor
Other (please specify):

Approval Signatures:

Principal Investigator Name
Signature Date
Department Chair/Unit Head Name
Signature Date
Technology Transfer: Date
David N. Allen, Ph.D., Assistant Vice President