



UTSA Guide to Invention, Innovation, and Commercialization



Office of the Vice
President for Research
<http://vpr.utsa.edu>

The UTSA Guide to Invention, Innovation, and Commercialization outlines the essential elements of technology transfer at the University of Texas at San Antonio. This guide is organized to answer the most common questions from our research community and provides a broad overview of the technology transfer process and services available for researchers at UTSA. The main contacts you will need for navigating the invention, innovation, and commercialization process are listed below.

Important Contact Information

UTSA Office of Commercialization and Innovation (OCI): cory.hallam@utsa.edu or phone (210)-458-6985

- UTSA Commercialization and IP Policy and Procedures
- Start-up Companies
- Commercialization Alliances
- Business Incubation
- Copyright/Trademark of Research
- IP Training
- Technology Investments
- UT System Horizon Fund
- Invention Disclosures
- Patent Filing
- Licenses

Office of Sponsored Project Administration: <http://vpr.utsa.edu/contracts> or phone (210)-458-4340.

- Sponsored Research Agreements (SRA)
- Non-Disclosure Agreements (NDA)
- Material Transfer Agreements (MTA)
- Memorandum of Understanding (MOU)

Office of Research Integrity and Compliance: <http://vpr.utsa.edu/oric>

- Research compliance
- Conflict of Interest (COI)

Note: This booklet is based on the University of Michigan's "Inventor's Guide to Technology Transfer" with adaptations for UTSA. We appreciate the generous support and permission received from the University of Michigan to use its copyright in creating the *UTSA Guide to Invention, Innovation, and Commercialization*.

OVERVIEW

What is intellectual property?

Intellectual Property covers four main areas of interest to the university, namely Patents, Copyright, Trademarks, and Trade Secrets. The University of Texas System Regents Rules Series 90000 cover the general policies for the university system with respect to the creation, management, and ownership of intellectual property.

What is technology transfer?

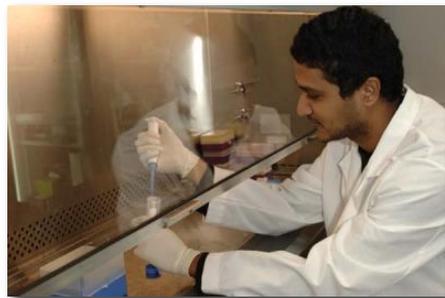
Technology transfer is the transfer of knowledge and discoveries to the public. It can occur through publications, educated students entering the workforce, exchanges at conferences, and relationships with industry. For the purposes of this guide, technology transfer refers to the formal process of licensing of UTSA discoveries and inventions to third parties. The reasons to participate in technology transfer are unique to each researcher and may include, making a positive impact on society, feeling a sense of personal fulfillment, achieving recognition and financial rewards, generating additional lab/departmental funding, meeting the obligations of a research contract, attracting research sponsors, creating educational opportunities for students and linking students to future job opportunities

How is technology transferred?

Technology is typically transferred through a license agreement in which the University grants its rights in the defined technology to a third party for a period of years, often limited to a particular field of use and/or region of the world. The licensee (the third party licensing the technology) may be an established company or a new business start-up. Licenses include terms that require the licensee to meet certain performance requirements and to make financial payments (called royalty payments) to the University in order to retain their license rights. These royalty payments are shared with the inventors and are also distributed to the schools/colleges, departments/units, and central administration to provide support for further research, education, and participation in the tech transfer process.

Who Owns Ideas?

Per the Regents Rules, Series 9000 Intellectual Property (<http://www.utsystem.edu/BOR/rules.htm>), and the university's employment contract, all inventions made by faculty, staff and students during their employment with UTSA belong to the university. The inventor(s') name(s) appear on the patents, but the patents are assigned to UTSA. Students are considered to own any of their own inventions created for class projects or assignments, but inventions resulting from work they do for funded research, such as a graduate research assistantship in the lab, remain the property of the university.



THE TECHNOLOGY TRANSFER PROCESS

The process of technology transfer is summarized in the following steps. These steps can vary in sequence and often overlap.

1 Research: Observations and experiments in UTSA laboratories or other research facilities often lead to discoveries and inventions. An invention is any useful process, machine, composition of matter, or any new or useful improvement of the same. Often, multiple researchers may have contributed to the invention.

2 Pre-Disclosure: Any early contact with our tech transfer personnel to discuss your invention and to provide guidance with respect to the disclosure, evaluation, and protection processes described below.

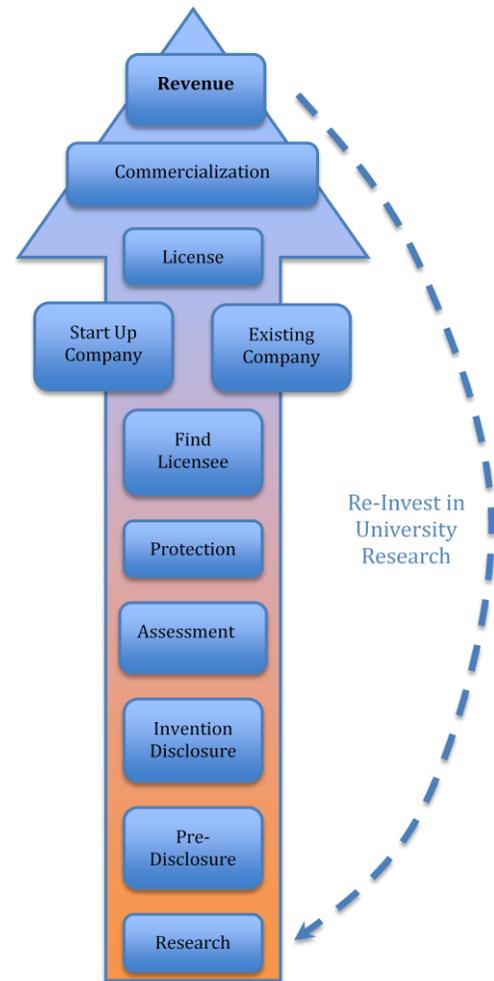
3 Invention Disclosure: The written notice of invention or discoveries that begins the formal technology transfer process. An invention disclosure remains a confidential document and should fully document your invention so that the options for commercialization can be evaluated and pursued. The disclosure helps establish the timing of your invention or discovery and assists the licensing specialist with evaluating the commercial potential of the technology. While the university owns the invention or discovery, if a patent is pursued it is the inventor(s) name(s) that will appear on the patent.

4 Assessment: The period in which you and your licensing specialist review the invention disclosure, conduct patent searches (if applicable), and analyze the market and competitive technologies to determine the invention's commercialization potential.

This evaluation process, which may lead to a broadening or refinement of the invention, will guide the licensing strategy. The four key points for assessment include technology readiness, patentability, commercial potential, and licensing potential.

5 Protection: The process in which protection for an invention is pursued. Patent protection, a common legal protection method, begins with the filing of a patent application with the U.S. Patent Office and, when appropriate, foreign patent offices. Once a patent application has been filed, it typically will require several years and tens of thousands of dollars to obtain issued U.S. and foreign patents. Other protection methods include copyright, trademark, trade secrets, and contractual use restrictions (e.g., for databases and materials).

6 Find Licensee: Commercialization staff will identify candidate companies that have the expertise, resources, and business networks to bring the technology to market. Your active involvement can dramatically shorten this process, as two thirds of all licenses are derived from inventor contacts.



7a *Start-up Company*: If creation of a new business start-up is being pursued, the UTSA Chief Commercialization Officer (210-458-6985) will work to license to the start-up. In the event of faculty/staff involvement in the company, the appropriate Conflict of Interest forms (COI) will need to be submitted and a conflict management plan will be created. The procedure is fully defined with the forms at <http://vpr.utsa.edu/oric/coi/procedures.php>.

7b *Existing Business*: If an existing company is the licensee, OCI will develop the license agreement. In the event of ongoing industry partnerships, the UTSA Chief Commercialization Officer will be involved to ensure the long-term growth and success of these relationships. In the event that faculty/staff have roles or financial interest in the company involved in the license, then COI forms will also need to be filed.

8 *Licensing*: A license agreement is a contract between the University and a third party in which the University's rights to a technology are licensed, without relinquishing ownership, for financial and other benefits. An option agreement is sometimes used to enable a third party to evaluate the technology for a limited time prior to making a decision about licensing.

9 *Commercialization*: The licensee continues the advancement of the technology and makes other business investments to develop the product or service. This step may entail further development, regulatory approvals, sales and marketing support, training, and other activities, eventually resulting in sales of a product or service. The commercialization process can include product sales, service delivery, sublicensing of the technology or sale of the company.

10 *Revenue*: Royalties and/or license fees are paid to the University by the Company that obtains a license to market or commercialize the invention or discovery. To encourage further participation in the technology transfer process, 50% of the royalty revenues received by the University, after patents expenses are reimbursed, are distributed to inventors. The university must recover all patent costs before royalty distributions are made to the inventors.

If I have an invention or discovery what do I do?

- Call the Office of Commercialization and Innovation when you believe you have created or discovered something unique with potential commercial or research value. (210) 458-4458.
- Complete the Disclosure Form (see <http://research.utsa.edu/commercialization/>) before publicly disclosing your technology or submitting a manuscript for review and publication. Include companies and contacts you believe might be interested in your invention or who may have already contacted you about your invention. Call (210) 458-4458 or send an e-mail to neal.guentzel2@utsa.edu when your disclosure is complete and someone will pick it up in person.
- To avoid risking your patent rights and possibly hindering the opportunity to market your invention, contact the Office of Sponsored Project Administration (<http://vpr.utsa.edu/contracts/>) before holding any discussions with external people and ensure you are protected. Having a standard non-disclosure agreement with other parties you are discussing your invention with will help you retain your invention rights. Any public disclosure of the invention prior to patenting may preclude securing international patent protection.
- While some aspects of the patent and licensing process may require significant participation on your part, licensing staff will strive to make efficient use of your valuable time. You will be required to participate with the lawyers and licensing staff in drafting the patent material and responding to information requests as part of the patenting and licensing process.

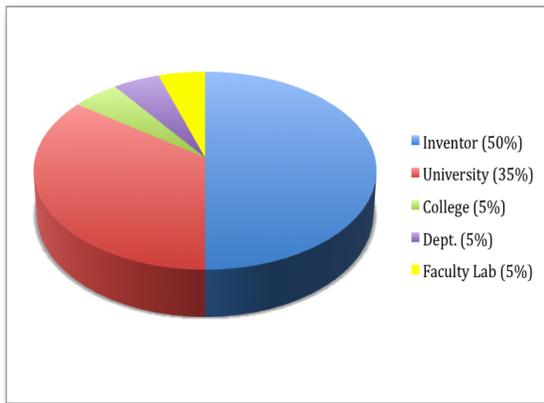
- Keep licensing staff informed of upcoming publications or interactions with companies related to your intellectual property.

How long does the tech transfer process take?

From disclosure to having a patent filing decision should take 1 month. Once the patent has been filed, the patent process however, might take years, as the United States Patent and Trademark Office (PTO) currently has a 3-5 year backlog of patents to review. The commercialization process may take months to years depending on the level of development of the invention and the approval timeline for the invention. For example, new drugs take years to develop and achieve FDA approval before sale, compared to software that may be developed and sold in a matter of months with no regulatory approval.

REVENUE DISTRIBUTIONS

How are license revenues distributed?



Per the UTSA invention policy, revenues from license fees and royalties, minus any unreimbursed patenting and filing expenses, are shared with inventors 50/50. The inventor(s) revenue is distributed as income above and beyond normal salary. Additionally, a percentage of the university portion is allocated to the VP for Research, the college, the department, and the inventor’s lab. This revenue is to be used as discretionary funds for reinvesting in the growth of research in the university (i.e. research, staff, students, conferences, equipment, etc.).

How are inventor revenues distributed if there are multiple inventors and/or multiple inventions in a license?

For Multiple inventors and/or patents in a license, a UTSA Revenue Distribution Formula Agreement (RDFA) will be signed by the inventors clearly defining the terms of royalty distributions. The initial RDFA includes a draft formula based on the contributions listed in the Invention Disclosure(s) relating to the license. All inventors must sign the RDFA, signifying their approval. The RDFA also outlines how revenue will be distributed in the event that new inventors and/or patents are added to the license agreement, as can arise with a sponsored research agreement.



MAINTAINING LABORATORY BOOKS

Laboratory notebooks are valuable to provide a record of the creation of inventions. They can also provide support for the university's compliance with federal regulations. With this in mind, below are some suggestions to follow when developing your laboratory notebook:



1. Use bound notebooks with the numbered pages
2. Make sure all entries are printed legibly with a ballpoint pen and initialed or signed by the person writing in the entry. No pencil or water-soluble ink should be used.
3. Each experiment should be described in detail and should include a discussion of its purpose, along with the outcomes and conclusions of the experiment in a clear and detailed way.
4. Each project should have its own notebook or set of notebooks. For multiple notebooks, each one should be numbered individually to help organize your records.
5. Be sure to record reagent lot numbers as well as invoice numbers for any special order supplies or services (such as peptides or DNA sequencing). A copy of the dated invoice is also recommended.
6. Have a witness who understands the research or technology (but would not be named as a co-inventor on any subsequent patent filing for the technology) sign and date important entries in the notebook.
7. Be sure to date all machine-generated, non-handwritten laboratory data and securely attach them to the laboratory notebook. If possible, a description should be written on the material provided including the significance of the result.
8. All hand-written data transcribed from a computer or data generating machine should include a copy of the raw data.
9. Information recorded on "thermal" paper should be copied to regular paper, since "thermal" paper fades over time.



RESEARCH CONSIDERATIONS

Will I be able to publish the results of my research and still protect the commercial value of my intellectual property?

Yes, however patent rights are affected by these activities, it is best to submit an Invention Disclosure well before communicating or disclosing your invention to the public. There are significant differences between the U.S. and other countries as to how early publication affects a potential patent. Once publicly disclosed (published or presented in some form), an invention may have restricted or minimal potential for patent protection outside of the United States. Be sure to inform the licensing associate assigned to you of any imminent or prior presentation, lecture, poster, abstract, website description, research proposal submission, dissertation/masters thesis, publication, or other public presentation including the invention.

May I use material or intellectual property from others in my research?

Yes, but it is important to document carefully the date and conditions of use so that we can determine if this use may influence the ownership and license rights of your subsequent research results. If you wish to obtain materials from outside collaborators, an incoming Material Transfer Agreement (MTA) should be completed. Contact the Office of Sponsored Project Administration

for more information on incoming MTAs. For details, visit <http://vpr.utsa.edu/contracts> or phone (210) 458-4340.

Will I be able to share materials, research tools or intellectual property with others to further their research?

Yes. However it is important to document items that are to be shared with others and the conditions of use. If you wish to send materials to an outside collaborator, an outgoing Material Transfer Agreement (MTA) should be completed for this purpose. It also may be necessary to have a Confidentiality Agreement completed to protect your research results or intellectual property. Contact your sponsored project representative in the Office of Sponsored Project Administration for more information on outgoing MTAs. For details, visit <http://vpr.utsa.edu/contracts> or phone (210) 458-4340.



What rights does a research sponsor have to any discoveries associated with my research?

The Sponsored Research Agreement (SRA) should specify the intellectual property (IP) rights of the sponsor. UTSA generally retains ownership of the patent rights and other intellectual property resulting from sponsored research. However, the sponsor may have rights to obtain a license to the defined and expected outcomes of the research. Often, sponsored research contracts allow the sponsor a limited time to negotiate a license for any patent or intellectual property rights developed as the result of the

research. Even so, the sponsor generally will not have contractual rights to discoveries that are clearly outside of the scope of the research. Therefore, it is important to define the scope of work within a research agreement. Sponsored Research Agreements (SRA) for contracts, subcontracts and industrial agreements are negotiated and signed by the Office of Sponsored Project Administration. For details, visit <http://vpr.utsa.edu/contracts> or phone (210) 458-4340.

What About Consulting?

When researchers enter into consulting agreements, they are deemed to be acting outside of the scope of their employment. Therefore consulting arrangements are not negotiated by the University. Researchers who enter into consulting agreements should familiarize themselves with the UTSA policies of their school or college relevant to consulting activities. The researcher is expected to ensure that the terms of the consulting arrangement are consistent with University policies, including those related to IP ownership, their employment responsibilities, the use of Intellectual Property, and conflicts of interest.

What is the Bayh-Dole Act?

The U.S. Bayh-Dole Act of 1980 allows universities and other non-profit institutions to have ownership rights to discoveries resulting from federally funded research, provided certain obligations are met. These obligations include making efforts to protect (when appropriate) and commercialize the discoveries, submitting progress reports to the funding agency, giving preference to small businesses that demonstrate sufficient capability, and sharing any resulting revenues with the inventors. The Bayh-Dole Act is credited with stimulating interest in tech transfer activities and generating increased research, commercialization, educational opportunities, and economic development in the United States.

PATENTS AND OTHER LEGAL PROTECTION



What is a patent?

In the U.S., a patent gives the holder the right to exclude others from making, using, selling, offering to sell, and importing the patented invention. A patent does not necessarily provide the holder any affirmative right to practice a technology since it may fall under a broader patent owned by others. Instead, it provides the right to exclude others from practicing the invention. Patent claims are the legal definition of an inventor's protectable invention.

What type of subject matter can be patented?

Patentable subject matter includes processes, machines, compositions of matter, articles, some computer programs, and methods (including methods of making compositions, methods of making articles, and even methods of performing business).

Can someone patent a naturally occurring substance?

Generally, no. A natural substance that has never before been isolated or known may be patentable in some instances, but only in its isolated form (since the isolated form had never been known before). A variation of a naturally occurring substance may be patentable if an inventor is able to demonstrate substantial non-obvious modifications that offer advantages of using the variant.

What is the United States Patent and Trademark Office (PTO)?

The PTO is the federal agency, organized under the Department of Commerce that administers patents on behalf of the government. The PTO employs patent examiners skilled in all technical fields in order to appraise patent applications. The PTO also issues federal trademark registrations.

What is the definition of an inventor on a patent and who determines this?

Under U.S. law, an inventor is a person who takes part in the conception of the ideas in the patent claims of a patent application. Thus, inventorship on a patent application may change as the patent claims are changed during prosecution of the application. An employer or person who only furnishes money to build or practice an invention is not an inventor. Inventorship is a legal issue and may require an intricate legal determination by the patent attorney prosecuting the application.

Who is responsible for patenting?

UTSA contracts with outside patent counsel for intellectual property protection, thus assuring access to patent specialists in diverse technology areas. Inventors work with the patent counsel in drafting the patent applications and responses to patent offices.

What is the patenting process?

Patent applications are generally drafted by a patent attorney or a patent agent (a non-attorney with a science education licensed to practice by the PTO). The patent attorney generally will ask you to review an application before it is filed and will also ask you questions about inventorship of the application claims. At the time a patent application is filed, the patent attorney will ask the inventor(s) to sign an Inventor's Declaration and an Assignment, which evidences the inventor's

duty to assign the patent to the University. Under UT System Regents Rules assignment of a patent to the University is a condition of employment.

In about one year or longer, depending on the technology, the patent attorney will receive written notice from the PTO as to whether the application and its claims have been accepted in the form as filed. More often than not, the PTO rejects the application because either certain formalities need to be cleared up, or the claims are not patentable over the “prior art” (anything that workers in the field have made or publicly disclosed in the past). The letter sent by the PTO is referred to as an Office Action or Official Action.

If the application is rejected, the patent attorney must file a written response, usually within three to six months. Generally the attorney may amend the claims and/or point out why the PTO’s position is incorrect. This procedure is referred to as patent prosecution. Often it will take two PTO Official Actions and two responses by the patent attorney—and sometimes more—before the application is resolved. The resolution can take the form of a PTO notice that the application is allowable; in other words, the PTO agrees to issue a patent. During this process, input from the inventor(s) is often needed to confirm the patent attorney’s understanding of the technical aspects of the invention and/or the prior art cited against the application. The PTO holds patent applications confidential until published by the PTO, 18 months after initial filing.

Is there such a thing as a provisional patent?

No. However, there is a provisional patent application – a filing of the invention that acts as a placeholder with the PTO until it is converted to a full patent application. In certain circumstances, U.S. provisional patent applications can provide a tool for preserving patent rights while temporarily reducing costs. This occurs because the application is not examined during the year in which it is pending and claims are not required. A regular U.S. application and related foreign applications must be filed within one year of the provisional form in order to receive its early filing date. However, an applicant only receives the benefit of the earlier filing date for material that is adequately described and enabled in the provisional application. As a result, the patent attorney may need your assistance when an application is filed as a provisional.

What’s different about foreign patent protection?

Foreign patent protection is subject to the laws of each individual country, although in a general sense the process works much the same as it does in the United States. In foreign countries, however, an inventor will lose any patent rights if he or she publicly discloses the invention prior to filing the patent application. In contrast, the United States has a one-year grace period.

Is there such a thing as an international patent?

Although an international patent does not exist, an international agreement known as the Patent Cooperation Treaty (PCT) provides a streamlined filing procedure for most industrialized nations. For U.S. applicants, a PCT application is generally filed one year after the corresponding U.S. application (either provisional or regular) has been submitted. The PCT application must later be filed in the national patent office of any country in which the applicant wishes to seek patent protection, generally within 30 months of the earliest claimed filing date.

The PCT provides two advantages. First, it delays the need to file costly foreign applications until the 30-month date, often after an applicant has the opportunity to further develop, evaluate and/or market the invention for licensing. Second, the international preliminary examination often allows an applicant to simplify the patent prosecution process by having a single examiner speak to the patentability of the claims, which can save significant costs in prosecuting foreign patent applications. An important international treaty called the Paris Convention permits a patent application filed in a second country (or a PCT application) to claim the benefit of the filing date of an application filed in a first country. However, pursuant to this

treaty, these so-called “convention applications” must be filed in foreign countries (or as a PCT) within one year of the first filing date of the U.S. application.

What is the timeline of the patenting process and resulting protection?

Currently, the average U.S. utility patent application is pending for about two-three years, though inventors in the biotech and computer fields should plan on a longer waiting period. Once a patent is issued, it is enforceable for 20 years from the initial filing of the application that resulted in the patent, assuming that PTO-mandated maintenance fees are paid.

Who decides what gets protected?

UTSA licensing staff and the inventor(s) consider relevant factors in making recommendations about filing patent applications. Final decision for patents rests with the UTSA VPR’s Office.

What does it cost to file for and obtain a patent?

Filing a regular U.S. patent application may cost between \$10,000 and \$20,000. Filing and obtaining issued patents in other countries may cost \$20,000 or more per country. Also, once a patent is issued in the U.S or in foreign countries, certain maintenance fees are required to keep the patent alive.

What if I created the invention with someone from another institution or company?

If you created the invention under a sponsored research or consulting agreement with a company, the licensing specialist will need to review that contract to determine ownership and other rights associated with the contract and to determine the appropriate next steps. Should the technology be jointly owned with another academic institution, the licensing specialist will usually enter into an “inter-institutional” agreement that provides for one of the institutions to take the lead in protecting and licensing the invention, sharing of expenses associated with the patenting process and allocating any licensing revenues. If the technology is jointly owned with another company, the licensing specialist will work with the company to determine the appropriate patenting and licensing strategy.

Will the University initiate or continue patenting activity without an identified licensee?

Often the University accepts the risk of filing a patent application before a licensee has been identified. After University rights have been licensed to a licensee, the licensee generally pays the patenting expenses. At times the University must decline further patent prosecution after a reasonable period of attempting to identify a company to licensee (licensee), or if it is determined that UTSA cannot obtain reasonable claims from the PTO. In this event, the intellectual property may be released, by the University to the inventor. If the invention is released to the inventor, the inventor may pursue further patenting and licensing on their own.

What is a copyright and how is it useful?

Copyright is a form of protection provided by the laws of the United States to the authors of “original works of authorship.” This includes literary, dramatic, musical, artistic, and certain other intellectual works as well as computer software. This protection is available to both published and unpublished works. The Copyright Act generally gives the owner of copyright the exclusive right to conduct and authorize various acts, including reproduction, public performance and making derivative works. Copyright protection is automatically secured when a work is fixed into a tangible medium such as a book, software code, video, etc.

What is a derivative work?

A “derivative work” is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship, is a “derivative work.” The owner of a copyright generally has the exclusive right to create derivative works.

How do I represent a proper copyright notice?

Although copyrightable works do not require a copyright notice, we recommend that you use one. For works you own, use the following template: Year of first publication © your name. (e.g., 2009 © Tina Smith).

How can I learn more about University copyright policies?

We recommend that you begin by reviewing material on UTSA’s commercialization website. <http://research.utsa.edu/commercialization/>

What is a trademark or service mark and how is it useful?

A trademark includes any word, name, symbol, device, or combination that is used in commerce to identify and distinguish the goods of one manufacturer or seller from those manufactured or sold by others, and also to indicate the source of the goods. In short, a trademark is a brand name. A service mark is any word, name, symbol, device, or combination that is used, or intended to be used, in commerce to identify and distinguish the services of one provider from those of others, and to indicate the source of the services.

What is trademark registration?

Trademark registration is a procedure in which the United States Patent and Trademark Office (PTO) provides a determination of rights based upon legitimate use of the mark. However, it is not necessary to register a trademark or service mark to prevent others from infringing upon the trademark. Trademarks generally become protected as soon as they are adopted by an organization and used in commerce, even before registration. With a federal trademark registration, the registrant is presumed to be entitled to use the trademark throughout the United States for the goods or services for which the trademark is registered.

LICENSES AND OTHER AGREEMENTS

What is a license?

A license is a contractual permission that the owner or controller of intellectual property grants to another party, usually under a license agreement, to use or sell intellectual property.

What is a license agreement?

License agreements describe the rights and responsibilities related to the use and commercial exploitation of intellectual property developed at the University. University license agreements usually stipulate that the licensee should diligently seek to bring the intellectual property into commercial use for the public good and provide a reasonable return in revenues to the University.

How is a company chosen to be a licensee?

A licensee is chosen based on its ability to commercialize the technology for the benefit of the general public. Sometimes an established company with experience in similar technologies and

markets is the best choice. In other cases, the focus and intensity of a start-up company is a better option. It is rare for the University to have multiple potential licensees bidding on an invention.

What can I expect to gain if my IP is licensed?

Per University policy, 50% any royalties from a license is provided to the inventor(s) after all patent expenses have been paid. Most inventors enjoy the satisfaction of knowing their inventions are being deployed for the benefit of the general public. New and enhanced relationships with businesses are another outcome that can augment one's teaching, research and consulting. In some cases, additional sponsored research may result from the licensee.

What is the relationship between an inventor and a licensee, and how much of my time will it require?

Many licensees require the active assistance of the inventor to facilitate their commercialization efforts, at least at the early stages of development. This can range from infrequent, informal contacts to a more formal consulting relationship. Working with a new business start-up can require substantially more time, depending on your role in or with the company and your continuing role within the University.

What other types of agreements and considerations apply to tech transfer?

- Non-Disclosure Agreements (NDAs) are often used to protect the confidentiality of an invention during evaluation by potential licensees. NDAs also protect proprietary information of third parties that University researchers need to review in order to conduct research or evaluate research opportunities. UTSA enters into NDAs for University proprietary information shared with someone outside of the University. For more information on NDAs visit <http://vpr.utsa.edu/contracts> or phone (210) 458-4340.
- Memorandums of Agreement or Memorandums of Understanding describe the terms under which two or more institutions (generally two universities) will collaborate to assess, protect, market, license, and share in the revenues received from licensing jointly owned intellectual property.
- Option Agreements or Option Clauses within research agreements, describe the conditions under which the University preserves the opportunity for a third party to negotiate a license for intellectual property. Option clauses are often provided in a Sponsored Research Agreement to corporate research sponsors or Option Agreements are entered into with third parties wishing to evaluate the technology prior to entering into a full license agreement.