

University of Minnesota

NON-BINDING BUSINESS TERM SHEET
TRY AND BUY LICENSE
FOR DISCUSSION PURPOSES ONLY

Title: T&B for 20170418

Company:

Marketing Manager:

COMPANY INFORMATION			
	Name and Address	Attn: Entity Type: Registered In: Phone: Email:	
TECHNOLOGY			
Title:	20170418 - Real-time Base Editing Assay		
Patent Applications			
Application No.	Country	Filing Date	Title
62/532,064	United States	07/13/2017	REAL-TIME REPORTER SYSTEM FOR MONITORING BASE EDITING
TRY Terms			
1.	Effective Date		
2.	TRY Period	Up to 12 Months	
3.	TRY Fee	\$1,000/12 Months Paid at time of Effective Date of the TRY Period Fee waived if MN-based company or if sponsoring \$50,000+ research with the University	
4.	Equity	Start-up companies must work with the University on equity terms	
5.	Patent Related Expenses (During TRY Term)	US Patent Expenses: Company is not responsible for reimbursing the University for US Patent Related Expenses during the TRY Period. Foreign Patent Expenses: Company is responsible for reimbursing the University for Foreign Patent Related Expenses during the TRY Period.	
BUY Terms (if converted from TRY to BUY)			
A.	License Type	Exclusivity: Exclusive License Type: Try & Buy - Patent Distribution Type: Distribution	
B.	Field(s) of Use	All	
C.	Territory	All territories where the University has licensable IP.	
D.	Term	Life of the University's licensable IP (patents or copyrights).	
E.	Sublicense Rights	Yes	

F.	Federal Government Rights	Yes
G.	Milestones	- Other milestones TBD
H.	Commercialization Reports	Annually
I.	Payments	
	Conversion Payment	\$ 10,000, due at time of conversion from TRY to BUY license. Conversion request must be received by the University prior to the expiration of the TRY period.
	Annual Administration Fee	- \$5000 annual minimum credited against royalties thereafter.
	Running Royalty / Royalty Holiday / Minimums	- 3% of net sales of licensed products. This is reduced to 2% for a MN-based company. Paid Quarterly. No Running Royalty is due until \$1 million of Cumulative Net Commercial Sales of Licensed Product have been reached. - \$0 credited to annual royalties, until \$1,000,000 of Cumulative Net Commercial Sales of Licensed Products have been reached.
	Sublicense Fees	- Paid Quarterly. - 3% of all Sublicensee's net sales of licensed products. - 30% of all Sublicense Revenues.* *These are payments made by the Sublicensee(s) that are not royalties based on Net Sales. For example, Sublicense Revenues would include Upfront Fees paid by the Sublicensee.
	Equity	Start-up companies must work with the University on equity terms
	Change of Control / Assignment / Transfer	Greater of \$15000 or 0.5% of Gross Distributable Proceeds upon Qualified Sale.
	Interest Rate	12%
	Other	Annual Maintenance Fee - \$5,000 per year starting at fifth anniversary of Effective Date unless Earned Royalties to the University are in excess of \$10,000 per year
J.	Patent Related Expenses (During BUY Term)	US Patent Expenses: As of the Effective Date of the agreement, Licensee is responsible for paying all Patent Related Expenses once patent issues. Actual Patent Related Expenses incurred as of 07/06/2018 are as follows: U.S. \$ 4,382 Foreign \$ 0
Term Sheet Expiration	The terms set forth in this Term Sheet are valid for discussion purposes for 30 days from the initial contact with the University.	

READ CAREFULLY

This term sheet summarizes the principal terms with respect to a possible license of University technology to the entity listed in section 1 as Potential Licensee. This term sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation. No other legally binding obligations will be created, implied, or inferred until a license agreement (e.g. 'Exclusive Patent License Agreement', 'Non-Exclusive Patent License Agreement', 'Plant License Agreement', 'Software License Agreement', etc.) in final form is executed and delivered by all the parties. Without limiting the generality of the foregoing, it is the parties intent that, until that event, no agreement shall exist among them and there shall be no obligations whatsoever based on such things as parol evidence, extended negotiations, "handshakes," exchanges of emails, oral understandings, or courses of conduct (including reliance and changes of position), except as may be outlined in a non-disclosure agreement with respect to the confidentiality obligations of the parties regarding any exchange of confidential information. Nothing in this term sheet is to be construed to prevent the University from discussing similar terms with other potential licensees.