

## REVENUE ALLOCATION AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and among the University of Akron, a university organized under the laws of the State of Ohio, having an address at 170 University Circle, Akron Ohio 44325-4717 ("University"), the University of Akron Research Foundation, a not-for-profit corporation under Ohio law, having an address at 170 University Circle, Akron Ohio 44325-2103 ("Research Foundation"), and \_\_\_\_\_ an individual residing in the State of Ohio ("Inventor"). The purpose of this Agreement is to define a basis for cooperation between the parties in the development, protection, and commercial exploitation of a certain invention made by Inventor.

### INTRODUCTION

1. Inventor is employed by, or is a student or volunteer of, University and has made a certain invention described hereinafter.
2. Inventor, University, and Research Foundation desire to cooperate in the development, protection, and commercial exploitation of the said invention.

NOW THEREFORE, in consideration of the above premises and the mutual covenants and conditions contained herein, Inventor, University, and Research Foundation agree as follows:

#### 1. **Definitions.**

1.1 **Subject Invention(s).** The term "Subject Invention(s)" as used in this Agreement means any discovery, invention or other protectable intellectual property that is conceived or authored by Inventor and is more particularly described in Inventor's Disclosure of Invention entitled \_\_\_\_\_ dated \_\_\_\_\_, UA Reference No. \_\_\_\_\_.

1.2 **Patent Rights.** The term "Patent Rights" as used in this Agreement means:

- (a) Any U.S. patent application hereafter filed covering any Subject Invention(s), any division, continuation, and continuation-in-part of any such application, and any patent which shall be issued based on such application, division, continuation, and continuation-in-part; and
- (b) Any patent which is a reissue or an extension of, or a patent of addition to, any patent defined in (a) above; and
- (c) Any patent application or patent corresponding to any patent application or patent identified in (a) or (b) above which is hereafter filed or issued in any country other than the United States.

(d) Any other right(s) existing under Federal or State statutes or common law to exploit, exclusively and nonexclusively, any Subject Invention(s), including but not limited to the rights to all associated trade secrets and know-how, and to copyrights.

1.3 **Inventor.** The term “Inventor” as used in Section 2 of this Agreement is the person, or all persons in the circumstance of a joint invention, who made or created the Subject Invention while employed by University.

2. **Commercialization of Patent Rights.**

2.1 Inventor agrees to and does hereby assign to University, and University agrees to exclusively license to Research Foundation their entire right, title, and interest in and to the Subject Invention(s), and the Patent Rights pertaining thereto for the purpose of commercial exploitation thereof for the benefit of Inventor and University in accordance with the terms of this Agreement and other applicable agreements, policies, and laws.

2.2 University, Research Foundation, and Inventor shall cooperate as follows in the filing, prosecution, assignment, and maintenance of the Patent Rights, and in the commercial exploitation of the Patent Rights:

(a) The filing, prosecution, assignment, and maintenance of the Patent Rights shall be carried out by University. Inventor shall cooperate with Patent Counsel designated and engaged by University. All decisions regarding the scope of patent coverage, claim language, and other matters bearing on the substantive content of patents included in the Patent Rights, and the filing of foreign patent applications, shall be made by University in consultation with Patent Counsel and Inventor. Research Foundation may agree that a sublicensee will, at its own expense, carry out the filing, prosecution, assignment, and maintenance of the Patent Rights.

(b) University shall be responsible for the payment of all costs, expenses, taxes, and attorney's fees relating to the filing, prosecution, assignment, and maintenance of patent applications and patents included in the Patent Rights; provided that Research Foundation may require licensees to pay or reimburse Research Foundation and/or University for such costs, expenses, taxes, and fees.

(c) Research Foundation agrees to use its best reasonable efforts to commercialize the Patent Rights by licensing or selling the Patent Rights to third parties. It will be the responsibility of Research Foundation to screen and select qualified potential licensees and purchasers, and to prepare and negotiate the terms of any sublicense or purchase agreement (hereinafter License Agreements), provided that University and Inventor

shall confer with Research Foundation regarding such licensees, License Agreements and the specific aims of such negotiations. Such License Agreements shall provide that all amounts payable as license fees, royalties, or like proceeds shall be paid to Research Foundation, and Research Foundation shall, in turn, pay to Inventor a share of such amounts it receives (“revenue”) in accordance with Section 2.2(d) of this Agreement. Research Foundation agrees to provide to Inventor and University a copy of any fully executed License Agreement (and any amendments or waivers thereto) at their request, and to provide Inventor notice within thirty (30) days of the receipt of all such revenues.

(d) Research Foundation agrees that any revenue received by Research Foundation as license fees, royalties or like proceeds under any License Agreement respecting the Patent Rights shall be held and administered in accordance with the terms of this Agreement and other applicable agreements, policies, and laws. In accordance with the University's pertinent Rules, Policies and Procedures regarding Inventions and Works, Research Foundation shall allocate and pay the following shares of net revenues:

- (1) Inventor’s Share: Inventor shall receive Forty percent (40%) of net revenue. If Inventor comprises multiple inventors, then each shall receive an equal share of the Inventor’s Share unless the inventors advise the Research Foundation of a different pro rata sharing to which the inventors have mutually agreed.
- (2) Research Support Share: Research Foundation shall deposit Ten percent (10%) of net revenue into an account to be used exclusively for the purpose of supporting University research and educational activities as determined by the accountable officer(s), subject to University and Research Foundation policies and approval. The accountable officer(s) for this account shall be the University faculty Inventor during the period of his employment by the University. Upon Inventor's termination or retirement from University employment, the Research Support Share for which he has been the accountable officer shall thereafter be distributed equally among the Inventors, or pro rata as directed by the Inventors pursuant to Section 2.2(d)(1) above.
- (3) Research Foundation shall deposit five percent (5%) of net revenue into an account to be used exclusively for the purpose of supporting research and educational activities as determined by the accountable officer, subject to University and Research Foundation policies and approval. The accountable officer for this account shall be the Dean of the College in which the Inventor has primary appointment.

- (4) Research Foundation shall deposit five percent (5%) of net revenue into an account to be used exclusively for the purpose of supporting research and educational activities as determined by the accountable officer, subject to University and Research Foundation policies and approval. The accountable officer for this account shall be the Chair of the Department in which the Inventor has primary appointment.
- (5) As used herein, the term "net revenue" means gross revenue received by Research Foundation from commercial application of the Patent Rights, including amounts received by Research Foundation as license fees, royalties, or like proceeds under any License Agreement respecting the Patent Rights, minus University's and Research Foundation's direct, out-of-pocket costs incurred as of the date of receipt of the gross revenue in protecting, maintaining, licensing and preserving the Patent Rights. Examples of such costs include legal fees and costs paid in connection with filing and issuance of patent applications, patent annuities and maintenance fees paid to governments, fees paid to attorneys and marketing agents for preparing, negotiating and auditing the License Agreement and un-reimbursed costs of litigation to enforce and maintain the Patent Rights. Gross revenue does not include support for research sponsored by any party including a licensee of the Patent Rights.
- (e) Research Foundation agrees to permit Inventor to inspect, copy, and audit Research Foundation's records pertaining to Research Foundation's revenue under the License Agreement(s) and Research Foundation's payments to Inventor pursuant to Section 2.2 (d) above.
- (f) Research Foundation may at any time elect to withdraw from this Agreement and, at Inventor's request, University may assign to Inventor the entire right, title, and interest in the Patent Rights, or any of them, including any corresponding interest in revenue from the commercial exploitation of the Patent Rights, or any of them. In this event, neither University nor Research Foundation shall have further obligation to pursue protection and commercial exploitation of the Patent Rights or to pay any further costs and expenses which may be incurred in connection therewith, except that University shall be responsible for the payment of any costs, expenses, and liabilities incurred by University through the date of such withdrawal. Upon such withdrawal and assignment to Inventor, neither Research Foundation nor University shall thereafter have any rights regarding or exercise any control over negotiations regarding commercial utilization and exploitation or other management and administration of the Patent Rights; provided, that Research Foundation



change or addition to this Agreement shall be in writing and executed by the duly authorized representatives of the parties.

3.4 **Liability Protection.** It is understood and acknowledged that Inventor's activities pursuant to the research and development program described in Section 2 above are within the scope of Inventor's employment by University, and Inventor is therefore protected against personal liability arising therefrom in accordance with Ohio law.

3.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same Agreement, which shall be sufficiently evidenced for all purposes by any one executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly authorized representatives.

**“University”**

THE UNIVERSITY OF AKRON

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
TITLE:

**“Research Foundation”**

UNIVERSITY OF AKRON RESEARCH  
FOUNDATION

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
TITLE:

**“Inventor”**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_