

ATTACHMENT C

From: "Bell, Michael S. (MAP)" <Michael.Bell@pfizer.com>
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Cc: "samuela.evans@ucop.edu" <samuela.evans@ucop.edu>,
"Mischka, Kevin"
<Kevin.Mischka@pfizer.com>,
"info@psymark.com" <info@psymark.com>
Subject: RE: Proposed Revisions to IP language for Pfizer Fellows/Scholars
Awards
Date: Thu, 12 Jun 2003 17:07:33 -0400
X-Mailer: Internet Mail Service (5.5.2654.89)

Jeremy -

Thank you, again, for your help in identifying language that works for both of us. I also want to thank Samuela for being pro-active, diligent, and patient in facilitating this solution.

I've been advised that Pfizer will accept with the language below (representing the second of your two suggestions).

Although the "inventions made in the performance of" language will not be included in our 2004 printed materials, I will be agreeable to amending our letters of agreement with U.C. award recipients in this regard on a case-by-base basis to meet your needs moving forward. I am not able to keep a letter on file here somewhere that will grant this exception automatically to all future U.C. award recipients.

I.e., Each time a U.C. recipient seeks to invoke this language, the recipient will need to attach this requested language to the acceptance form that they submit to us. E.g., I believe we have such a request right now from David Pendergast in the UCSF Office of Sponsored Research on behalf of Joshua Niclas, MD, PhD who is a recipient of a 2003 Pfizer Postdoctoral Fellowship in Biological Psychiatry.

I've copied Kevin Mischka and Psymark Communications on this email to keep them informed of our decisions. Kevin and Psymark staff manage the operations of our programs on a daily basis and will be dealing most directly with correspondence with grant recipients, acceptance forms, etc.

Thank you, again, for your investment in achieving a win-win. We look forward to continued goodwill in our relationship with the University of California system as we advance the careers and research of "promising minds" in health care.

--michael

CONDITIONS/STIPULATIONS...

Intellectual Property: Before publication or other disclosure, the awardee, sponsor/mentor, and institution hosting the awardee shall inform Pfizer in writing of any inventions made in the performance of work directly related to an awardee's Research Proposal and conducted at the awardee's hosting institution under the support of this Pfizer grant (Invention). Any disclosure of an Invention to Pfizer shall be under an appropriate written Confidentiality/Non-Disclosure Agreement and subject to the intellectual property policies and practices of each awardee's hosting institution. It is expected that an awardee's hosting institution will apply for a patent(s) on behalf of an awardee-inventor pursuant to its own policy and practices governing the protection of intellectual property. Upon receipt of written notice of any such Invention and subject to any prior obligations (which shall have been previously disclosed in writing to Pfizer by the awardee and/or its hosting institution, as the case may be) to any third party sponsor, the awardee and/or its hosting institution (whomever is deemed to be the owner of any such Invention) shall grant Pfizer an exclusive right to fifteen (15) business days to negotiate in good faith with the awardee and/or its hosting institution a written agreement regarding the acquisition of rights to any such Inventions, whether patented or not, and under any patent applications or patents covering any Invention developed under the support of this Pfizer grant and filed in the United States and foreign countries. The exclusive right to negotiate may be extended only upon the written consent of the awardee and/or hosting institution and shall not be unreasonably withheld.

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Original Message-----

From: M. Jeremy Trybulski [mailto:jeremy.trybulski@ucop.edu]
Sent: Friday, May 23, 2003 4:13 PM
To: michael.bell@pfizer.com
Cc: samuela.evans@ucop.edu
Subject: Proposed Revisions to Pfizer Fellowship Awards

Mr. Bell:

Thanks to you and Mr. Davis for taking the time to discuss the University's concerns regarding the intellectual property section governing Pfizer Fellowship awards. Unfortunately the University is unable to agree to exceptional language for the University, Systemwide, which would establish standard language inconsistent with University Policy. Therefore, I would like to discuss potential alternate language that may be mutually acceptable to both parties while remaining within University Policy.

Based on our conversation this week it appears the sticking point in this regard is the phrase "conceived and reduced to practice..." I would propose that Pfizer consider replacing such phrase with either "inventions invented in the performance of..." or "inventions made in the performance of..." Perhaps the use of one of these phrases would keep us moving in a positive direction. I look forward to hearing from you soon.

Sincerely,

Jeremy

M. Jeremy Trybulski
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