



*A Reason for Hope*

**The Amyotrophic  
Lateral Sclerosis  
Association**

*National Office*

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The ALS Association is the only  
national not-for-profit voluntary  
health organization whose sole  
mission is to find a cure for amyotrophic lateral sclerosis (Lou Gehrig's disease) and improve living with ALS

*Member National Health Council*

M. Jeremy Trybulski  
Campus/Sponsor Liaison Analyst  
Office of Technology Transfer  
1111 Franklin Street, 5<sup>th</sup> Floor  
Oakland, CA 94607-5200

Dear Mr. Trybulski,

Thank you for your letter of October 26<sup>th</sup>, as well as for the hard work that went into the Intellectual Property Policy amendments requested by the University of California.

As per your request, I'm returning a signed copy of your letter reflecting The Association's willingness to accept the amendments as agreed upon by yourself and Gary Connell.

Best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Havlicek'.

Michael W. Havlicek  
President

cc: Steve Ross w/attachment  
Gary Connell w/attachment

MWH:lrn



# UNIVERSITY OF CALIFORNIA

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October 26, 1998

Mr. Michael Havlicek  
President  
Amyotrophic Lateral Sclerosis Society of America  
21021 Ventura Blvd., Ste. 321  
Woodland Hills, CA 91364

RE: Amyotrophic Lateral Sclerosis Society of America (ALSA) - Intellectual Property Policy  
ALSA File Number 10585.000 7.1 (c) (4)

Dear Mr. Havlicek:

I am with the University of California (University) Office of Technology Transfer. Recently, I worked with Gary J. Connell of Sheridan Ross to reach a final understanding regarding revisions to the Amyotrophic Lateral Sclerosis Society of America (ALSA) Intellectual Property Policy (4/12/94) (Policy) as a standing exception for the University. At the direction of Mr. Connell, I have outlined below the understanding between Mr. Connell and myself and am submitting it to you for final signature acceptance.

**Paragraph 3.1** of Policy will be revised as follows:

"3.1 University will prepare and provide an annual report, no later than February 1 of each year, regarding Research Rights to ALSA."

**Paragraph 3.1.2** of Policy will be revised as follows:

"3.1.2 A notification of whether University intends to file or have filed a patent application on all potentially patentable inventions developed by University during the preceding year under ALSA funding and if University does not intend to file, an offer to assign all rights in any such invention to ALSA, subject to overriding obligations to the Federal Government and/or other sponsors of research. University will not knowingly put ALSA in a less favorable position regarding ownership of rights in an invention than other non-governmental sponsors of research. If there are no overriding obligations to Federal Government Sponsors and if a conflict in

ownership rights occurs, University will confer with all non-governmental sponsors in an effort to come to a resolution of the conflict."

**Paragraph 4. of Policy will be revised as follows:**

"4. License to ALSA ALSA is hereby granted a non-exclusive, royalty-free, worldwide license to practice all Research Rights including access to and the right to use biological materials, solely for non-commercial research and development purposes. If ALSA becomes aware of any party wishing to negotiate a license to the technology for non-commercial research and development purposes, ALSA will notify University. Upon request of ALSA, University will grant such party a license for non-commercial research and development purposes, upon reasonable terms and conditions mutually acceptable to University and such party."

**Paragraph 5. of Policy will be revised as follows:**

"5. Royalty Any net income derived from licensing, sale, transfer or direct utilization of any inventions covered by Research Rights shall be distributed in accordance with this paragraph. Such net income shall be distributed to ALSA in proportion to its contributions to the direct activity leading to the development of the Research Rights. If, however, the parties disagree as to this allocation, University and ALSA will confer to arrive at a mutually acceptable disposition of this issue. Net Income is defined as gross income less expenses and administrative costs, and less mandatory distributions to the State and inventors."

**Paragraph 7. of Policy will be revised as follows:**

"7., Indemnity University agrees to indemnify and hold harmless ALSA, its partners, employees, or agents from and against all complaints, causes of actions, claims, losses, costs, damages, liabilities, or expenses by reason of any liability sought to be imposed upon ALSA resulting from injuries to persons or damages to property, provided such injuries to persons or damages to property are due or claimed to be due as a result of acts or omission of acts of University, its employees, or agents."

**Paragraph 8. of Policy will be revised as follows:**

"8. Diligence University agrees that when it licenses any invention or intellectual property to a third party for commercialization that it will include provisions in the license to obligate the licensee to commercialize the technology in a diligent manner, and to include specific diligence requirements and milestones. University will be responsible for monitoring such diligence provisions, and in the event that the licensee has failed to commercialize the technology in accordance with such diligence provisions, University shall either re-negotiate revised diligence

provisions with the licensee, as appropriate; terminate the license and seek other licensees; or convert the exclusive license to a non-exclusive license and seek other licensees. In the event University terminates a license or converts the exclusive license in accordance with this provision and does not seek another licensee within a reasonable period of time upon termination or conversion, University will assign its right in the technology to ALSA, to the extent it is legally able to do so. University retains the right to use such technology for educational and research purposes under such circumstances."

The University appreciates the ALSA's research support and shares its commitment to promptly make the results of that research available for the public benefit. If ALSA agrees with the proposed revisions to ALSA Policy, please sign below and return one copy to my attention at the address above. These revisions to ALSA Policy will apply to all existing and future ALSA awards incorporating Policy made to University.

If you would like to discuss this further, please call me at (510) 587-6061. I look forward to your reply.

Sincerely,

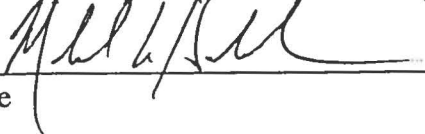


M. Jeremy Trybulski  
Campus/Sponsor Liaison Analyst

Enclosure

Approved:

Amyotrophic Lateral Sclerosis Society of America

  
\_\_\_\_\_  
Name

\_\_\_\_\_  
President and CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
November 2, 1998

\_\_\_\_\_  
Date

cc: Associate Director Acanfora  
G. J. Connell, Sheridan Ross