

Nonbinding Term Sheet for Research Collaboration, Option, and License Agreement

Objectives	A brief summary of the proposed partnership and reasons for the agreement.
License	A grant or an option to license a set of IP that is either preexisting or will be created during the collaboration.
Exclusivity	Licenses are either granted in an exclusive or non-exclusive manner. Even if exclusive, carve-outs can be made for specific fields of use or territories.
Field	Definition of the scope of license use rights, such as all uses, a specific therapeutic area or disease indication, or research use only.
Territory	Licensing rights can either be global or limited to specific countries or regions.
Intellectual Property	Who will own IP created during the collaboration?
Preclinical & clinical development	Who will be responsible for conducting and funding all stages of preclinical and clinical development activities? Will there be any co-development?
Regulatory	Who will lead and file regulatory submissions with health authorities in relevant territories?
Manufacturing	Who will manufacture and who will pay for it?
Commercialization	Who will lead and fund commercialization activities in relevant territories? Will there be any co-commercialization?
Governance	How will the collaboration progress be governed (who decides and who controls)?
Research term	Length of research collaboration timeline. May include an option to extend this term if both parties agree.
Payments	<p>Upfront payment: A single, nonrefundable payment from the licensee to the licensor, due upon execution of the agreement in recognition of IP, technology, and know-how built.</p> <p>Option exercise payment: A one-time payment in option agreements, paid to officially license the IP or asset.</p> <p>R&D funding: Will R&D costs and related FTEs be reimbursed throughout the partnership?</p> <p>Milestone payments: Payments made upon achievement of specific, predetermined milestones. These milestones can be pre-clinical (DC nomination), regulatory (IND), clinical (start of Phase 1), or commercial (First \$100M in sales).</p> <p>Royalties: Payments made upon commercial sale of products, with the exact amount dependent on the level of sales achieved.</p> <p>Profit sharing: Will the biotech partner be able to share in profits in return for sharing in development costs? If so, at what percentage?</p>