

September 6, 1968

Professor William H. Young  
Assistant to President  
The University of Wisconsin  
210 North Hall  
Madison, Wisconsin 53706

Dear Bill:

Enclosed you will find two copies each of material responsive to items 4, 5 and 7 of the information for requesting the DHEW Institutional Patent Agreement.

The form of the agreement responsive to item 4 of the required information is a revision of the form used by the Business Office and it is my understanding that you will want to discuss this item with Reuben Lorenz. We are prepared to participate in such a discussion at your convenience.

I believe that the enclosed material is all that you need from us for preparing the supplement to the formal request which was sent to HEW by President Harrington on April 18, 1967.

Very truly yours,

Howard W. Bremer  
Patent Counsel

HWB:rw  
Enc.

Re: Request for DHEW Institutional  
Patent Agreement

7. A general description of the institution's past patent licensing activities, including the following:

a. Number of patents obtained during the past ten years -

1958 thru 1967 - 87 patents

b. Number of exclusive licenses issued - 13

1958 thru 1967 - license agreements - 10  
option agreements - 3

c. Number of nonexclusive licenses issued - 74

1958 thru 1967 - license agreements - 52  
option agreements - 10  
licenses to U.S.  
Government - 12

d. Estimated gross royalty income over past ten years -

- |    |   |                |
|----|---|----------------|
| 1. | Total royalty income for period<br>1958-1967 -  | \$6,439,936.11 |
| 2. | Income received during the period<br>1958-1967 from patents granted and<br>licenses issued prior to 1958 -      | \$5,543,632.81 |
| 3. | Income received during the period<br>1958-1967 from licenses granted<br>during the period -                     | \$ 896,303.30  |
| 4. | Income received on inventions which WARF<br>received under NIH determinations during<br>period 1958 thru 1967 - |                |

<u>No. Inventions</u>	<u>Total Royalty Income</u>	<u>Total Expenses Including Staff Time</u>
4	0	\$55,264.00

- e. A general description of royalties charged, including minimum and maximum royalty rates -

Royalties charged are reasonable and in line with standard practices in the art to which a particular invention pertains.

The rates reflect the type of license granted, i. e. exclusive or nonexclusive and range from 1% to 10% on a net selling price basis.

In some areas, where royalties are based on product weight or count, the royalties may amount to considerably less than 1% of the net selling price depending upon the value of a particular product in the market.

Royalty-free licenses have been granted in several instances to enable manufacturers and/or distributors of rare chemicals to make such chemical available in limited quantities for research purposes.

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## INVENTION RECORD AND REPORT

Compiler \_\_\_\_\_ Date \_\_\_\_\_

1. Brief descriptive title:
  
2. Full name of inventor(s), home address(es), and position(s):
  
3. Identity of Federal agency grant(s) or award(s) contributing to invention and amounts(s):
  
4. Recommendation of inventor(s) as to whether patent protection should be sought:
  
5. Object or results to be achieved by the practice of this invention:
  
6. Outline of means discovered for achieving above objects in terms of (a) the steps in a process, or (b) the components in a composition or groups in a chemical compound (include description of process of making) or (c) elements in a machine, article or device. Point out means which are essential, others which are important or useful and any critical limitations on any of these:

7. Chronology of principal events in conception and development:

- (a) Earliest conception date (reference to substantiating evidence desirable):
- (b) Date of disclosure (orally or in writing) to other persons and names of such persons:
- (c) First written record pertinent to invention:
- (d) Date and result of first test of the invention (if invention is (a) a process, its first test is the first successful trial; if (b) a composition of matter or a compound or (c) a machine, article or device, its first test is its first creation and evaluation with respect to new or improved properties or behavior):

8. Date and place (e. g. particular periodical) of publication of disclosure of invention (whether publication has been accomplished or is projected):

The following two items may be completed at the option of the compiler:

9. Background of published information and practice in the field of the invention (known practices, periodical citations, patents, etc.):

10. Features embodied in this invention which would not have been obvious to or readily foreseeable by the typical skilled worker in the field:

Signature of Compiler \_\_\_\_\_

Signature of Inventors

Date

Witness to Inventor's Signature

In consideration of my employment by The Regents of The University of Wisconsin in connection with work which has been conducted or may hereafter be conducted in the performance of grant made by the United States Department of Health, Education, and Welfare, Public Health Service, National Institutes of Health (hereinafter referred to as the Grantor), identified as Grant No. \_\_\_\_\_, and any continuation or supplement thereto, to The Regents of The University of Wisconsin (hereinafter referred to as the University), and in accordance with the terms of said grant I hereby agree to refer promptly to The University (Office of Vice President for Business <sup>and Finance</sup> ~~Affairs~~) any personally conceived discoveries or inventions arising out of the work aided by the above grant in order that the University may report the matter to the Grantor (Division of Research Grants, Public Health Service) for disposition in accordance with its established policies and procedures and I hereby agree to cooperate with the Grantor or its designee in the preparation and prosecution of any patent applications relating to such inventions and to execute all documents necessary or incidental to such applications and the vesting of all rights to such inventions in the Grantor or its designee.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

WITNESS:

Signed

\_\_\_\_\_  
\_\_\_\_\_  
Return to Gifts & Grants  
Administration Bldg., Room 455