

**5th Annual Meeting of the Technology Managers for Global Health
Agenda at AUTM 2008 / About 42 attendees**



www.cartha.org

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Thursday, February 28, 2008, 3:30 pm to 5:30 pm

Venue: Carlsbad Rm, South Tower, 3rd level, San Diego Marriott & Marina Hotel

- 3:35 pm Brief comments by **John Fraser**, Florida State University
- 3:40 pm Opening Remarks
Usha R. Balakrishnan, CARTHA, Iowa City (Chair)
Allyson Best, University of Mississippi (Session Recorder)
Sandy Shotwell, Alta Biomedical Group, Portland (Co-Chair)
- 3:50 pm Global Social Responsibility Objectives
Todd Keiller, University of Vermont (*see attachment on next page)
Ashley Stevens, Boston University
- 4:10 pm Women in Academic Licensing & Global Health
Sadhana Chitale, New York University
- 4:15 pm Start-up formation & new structures to advance global health
Han Chiu, CMX Capital & Vavici, San Diego
- 4:30 pm Perspectives from projects in/from South Africa
Mohamed Jeenah, Nelson Mandela Metr. Univ, Port Elizabeth
Stephen Sencer, Emory University, Atlanta
Anu Idicula, Innovation Fund, South Africa Natl. Res. Fndn, Pretoria
- 4:40 pm Capacity-building program initiation
Karen Hersey, Franklin Pierce Law Ctr, Concord (New Hampshire)
- 4:45 pm One-Minute Round-Robin Session: All Attendees, Networking

Technology Managers for Global Health (www.tmgh.org) was formed in 2003 as a Special Interest Group (SIG) of the Association of University Technology Managers.

Prior TMGH annual meetings held in conjunction with AUTM annual conference

- 1st annual meeting: 2004 in San Antonio, Texas
2nd annual meeting: 2005 in Phoenix, Arizona
3rd annual meeting: 2006 in Orlando, Florida
4th annual meeting: 2007 in San Francisco, California

To provide continued support to TMGH, its founder Usha Balakrishnan adopted TMGH as an ongoing program of CARTHA, a 501c3 nonprofit organization she founded in 2006.

To support our efforts or to provide feedback:

Please call Usha at 319.248.9625 or write to cartha.global@gmail.com

DRAFT provided by Todd Keiller to accompany his remarks
UVM Policies and Provisions for Global Social Responsibility Licensing

1. Evaluate Intellectual Property to be Licensed. At the outset, prior to making available for licensing any intellectual property disclosed to the OTT, the OTT will consider whether the IP is of a nature such that Global Social Responsibility considerations should apply. This process will necessarily evolve over time, since it is difficult to predict the nature of IP that will emerge from the University, but initially the following principles will be followed:
 - (a) Subject to Global Social Responsibility Provisions:
 - Therapeutics, especially for Neglected Diseases
 - Diagnostics, especially for Neglected Diseases
 - Nutritional products
 - Agricultural innovations, especially those providing resistance to diseases prevalent in Developing Countries or which enhance efficiency of production or preservation of crops, especially crops commonly grown in Developing Countries
 - Other innovations with applicability to Developing Countries (e.g. inexpensive computers, cell phone networks, solar power devices, irrigation technology, etc.)
 - (b) Not subject to Global Social Responsibility Provisions:
 - Cosmetics with no therapeutic benefit
 - Most non-essential consumer products and services (e.g. music, video and other entertainment products)
 - Research tools for use in sophisticated laboratories
 - IT innovations for sophisticated business use
 - (c) Other IP must be evaluated on a case-by-case basis to determine if Global Social Responsibility licensing principles should be applied. Based on experience over time, new categories of IP will be added to (a) or (b) above.
2. Adoption of Global Social Responsibility Concerns as a Core Licensing Principle. UVM will include in all licenses that are subject to Global Social Responsibility provisions a preamble clause along the following lines, but subject to adjustment depending on the nature of the IP involved:

WHEREAS, It is the policy of the University that its activities in licensing University intellectual property take into consideration Global Social Responsibility to fulfill unmet needs in Developing Countries, [such as those of neglected patient populations or

geographic areas], and Licensee acknowledges and agrees to carry out its activities under this Agreement in a manner designed to fulfill such needs, as set forth below;

3. Definitions.

- a. Global Social Responsibility means making available Licensed Products in Developing Countries under circumstances, and at costs, that will ensure their widespread availability in such countries.
- b. Developing Countries means:
 - i. those countries listed on the United Nations Conference on Trade and Development list of “Least Developed Countries,” as such list may change from time to time or any subsequent list that may be agreed to by the University and Licensee. [or]
 - ii. those countries listed by the World Bank as Low-Income and Lower-Middle-Income Countries, as such list may change from time to time.
- c. Neglected Disease means any disease, condition or affliction that affects such a limited population, or a population primarily in Developing Countries, such that there is no reasonable expectation that a commercial entity would develop a treatment, prophylaxis or device for such disease, condition or affliction. [Note: this definition may not be used in the license itself, but it will affect the categories of IP subject to Global Social Responsibility treatment]

4. Grant. [to be added, with appropriate adjustments, to the normal grant provisions]

- a. Reserved Rights for Global Social Responsibility. If Licensee elects not to develop and commercialize the proposed Licensed Products for Global Social Responsibility [within __ years after First Commercial Sale], University may seek (a) one or more third parties to develop and commercialize the proposed Licensed Products for Global Social Responsibility. If University identifies any such third party, it shall refer such third party to Licensee. If the third party requests a sublicense from the Licensee for the purpose of fulfilling Global Social Responsibility in one or more Developing Countries, then the Licensee shall report the request to University within thirty (30) days from the date of such written request. If the request results in a sublicense, then Licensee shall report it to University (this language if this paragraph is used in an option agreement: pursuant to the appropriate paragraph in the License Agreement).

If, within sixty (60) days of any such request the Licensee declines to grant a sublicense to the third party, then within thirty (30) days after such refusal the Licensee shall submit to University a report specifying the license terms proposed by the third party and a written justification for the Licensee's refusal to grant the proposed sublicense. If University, at its sole discretion, determines that the terms of the sublicense proposed by the third party are reasonable under the totality of the circumstances, taking into account Licensee's Licensed Products in development and Licensee's intentions, if any, to fulfill Global Social Responsibility in such Developing Country or Countries in another manner, then University shall have the right, upon thirty (30) days' notice to Licensee, to grant to the third party a license to make, have made, use, sell, offer for sale and import Licensed Products in such Developing Country or Countries on substantially the same terms last proposed to Licensee by the third party.