



CANCER PREVENTION & RESEARCH
INSTITUTE OF TEXAS

§ 703.17 Revenue Sharing Standards.

(a) The Institute shall share in the financial benefit received by the Grant Recipient resulting from the patents, royalties, assignments, sales, conveyances, licenses and/or other benefits associated with the Project Results, including interest or proceeds resulting from securities and equity ownership. Such payment may include royalties, income, milestone payments, or other financial interest in an existing company or other entity.

(b) The Institute's election as to form of payment and the calculation of such payment shall be specified in the Grant Contract.

(c) Unless otherwise provided by the Grant Contract between the Institute and the Grant Recipient, payments to the Institute required by this section shall be made no less than annually pursuant to a schedule set forth in the Grant Contract and shall be accompanied by an appropriate financial statement supporting the calculation of the payment.

(d) Nothing herein shall affect or otherwise impair the application of federal laws for projects receiving some portion of funding from the U.S. Government.

(e) Unless the Grant Contract specifically states otherwise, the obligation to share revenues with the Institute is continuous so long as the product resulting from the Institute supported project enjoys government exclusivity.

(f) If the Institute elects to take equity ownership in a Grant Recipient, the Grant Contract shall specify:

(1) Any additional requirements associated with the equity ownership, including a specified schedule for the Grant Recipient to certify and verify the Grant Recipient's Matching Funds obligation.

(2) The Grant Contract shall also specify the Institute's recourse in the event that the Grant Recipient fails to fulfill reporting requirement deadlines.