

Parties to the Transaction

	Yes	No	Explain
Have you conducted due diligence on the licensee?			
If yes, please describe.			
Do you know of any other contracts between licensee and LSU?			
If so, is this contract currently without breach?			
Are multi-campus involved?			
If yes, have they been notified?			
Are there any disputes involving the parties or campus constituents?			
If yes, have all issues been addressed?			
Is a PM 67 or PM 11 required?			
If yes, have they been executed?			
Were sponsored research funds utilized?			
If yes, identify the sponsor and have obligations been met?			
Is the technology subject to any other pre-existing agreements (material transfer, confidentiality, etc)?			
If yes, please describe actions taken			

Negotiations

Was a term sheet used?			
Briefly summarize the negotiations as requested below:			
Scope of Rights			
Exclusive			
Non-exclusive			
Field of use			
Patent only			
Know how			
Other (Copyright, Software, etc)			
Is a LSU approved template utilized?			
If yes, were there significant variations in the provisions?			
If yes, please describe.			
Please describe how valuation was arrived at?			

Financial Terms	Yes	No	Explain
Fee Structure:			
Initiation fee			
Royalty			
Sublicensing Income			
Annual Minimum Royalties			
Diligence Payments			
Reimbursement of Patent Costs			
Equity:			
Attach corporate documents (By-laws, legal Share holders Agreement, Stock Transfer Agreement etc.)			
Have corporate documents been reviewed by legal counsel?			
If no, please explain			
Does the license include diligence provisions that are staged/timed?			
If not, please explain			
Is LSU's standard warranty and indemnification language included?			
If not, please explain			
Does the licensee have the right to sublicense?			
If yes, does LSU receive a copy of sublicense and any amendments thereto?			
Are there provisions for patent prosecution and patent enforcement?			
Please describe			
Has the status of the licensed patents been verified (active prosecution, maintenance fees paid, foreign annuities, etc.).			
If not, please explain			

Other terms	Yes	No	Explain
Specify required level of insurance.			
Is LSU named as a co-insured?			
If not, please explain			
Does the agreement provide for termination?			
If not, please explain			
Is there a restriction on the use of LSU's name?			
If not, please explain			
Reservation to use the technology for research/education?			
If not, please explain			
Is freedom to publish reserved?			
If not, please explain			
Are there reporting requirements to monitor the agreement?			
If not, please explain			

**** Please Provide an Executive Summary of the Transaction for consideration by the System executive Staff an/or the Board**