



## DIRECT LICENSING AND SPIN-OFF TERM SHEET PHARMACEUTICAL INDUSTRY

Exhibit Code:

### Background of the Technology:

Title of Technology: \_\_\_\_\_

Cost of Technology : \_\_\_\_\_

*Note: Not exceeding P5 Million*

Basis of Valuation: ☐ R&D Cost ☐ IP Value ☐ Fair Market Value (FMV)

*Note: Valuation of the technology shall be based on the comparable market approach or income approach valuation*

### Nature of Technology:

☐ **Pharmaceutical and Medical Device**

- ☐ With a prototype
- ☐ With clinical trials
- ☐ FDA-tested
- ☐ With market share

☐ **Health Supplement and Herbal Medicine**

**Biotech**

- ☐ Research reagents
- ☐ Diagnostics products
- ☐ Therapeutic products
- ☐ Vaccines
- ☐ Animal health products
- ☐ Plant/Agriculture products

Types of IP: ☐ Patent ☐ Utility Model ☐ Industrial Design ☐ Trade Secrets  
☐ Know Hows ☐ None

### Background of the Licensee:

Licensee is a:

☐ **Sole Proprietor:**

- ☐ With DTI Registration?
- ☐ Filipino citizen?
- ☐ With Audited FS?

**Yes** **No**

☐ **Partnership:**

- ☐ With SEC Registration?
- ☐ Filipino citizens?
- ☐ With Audited FS?

**Yes** **No**

☐ **Corporation:**

- ☐ With SEC Registration?
- ☐ Domestic corporation?
- ☐ With Audited FS?

**Yes** **No**

☐ **Cooperative:**

- ☐ With CDA Registration?
- ☐ Domestic corporation?
- ☐ With Audited FS?

**Yes** **No**

With existing facilities? ☐ Yes ☐ No

Years of Existence: ☐ Exclusive; at least three (3) years  
☐ Non-exclusive; at least one (1) year

Remarks: \_\_\_\_\_

**Equity:** (at least equivalent to the cost of the technology but not below P1.25 Million)

☐ Yes ☐ No

**Capitalization:** (twice the cost of the technology but not below P5 Million)

☐ Yes ☐ No

**For spin-off:**

- ☐ Researcher or any member of the research team
- ☐ Employee/still in the service
- ☐ With government support? (not more than 50% of capitalization for one (1) year)

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

### Financial Terms:

	Yes	No	Remarks
(1) <b>Licensing fee</b> (One-time upfront; at least 0.5% of the cost of the technology)	<input type="checkbox"/>	<input type="checkbox"/>	_____
(2) <b>Royalty</b> (based on gross sales)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Pharmaceuticals</b>			
<input type="checkbox"/> raw idea (no royalty)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> patent pending (1%)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> issued patent (2%)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> patent with a prototype (2%-3%)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> pharmaceutical with clinical trials (3%-4%)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> proven drug with FDA approval (5%-7%)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Health supplements and herbal medicines (3%-5%)	<input type="checkbox"/>	<input type="checkbox"/>	_____

Biotech

■ Research reagents (1%-5%)

■ Diagnostic products (1%-5%)

■ Therapeutic products (5%-10%)

■ Vaccines (5%-10%)

■ Animal health products (3%-6%)

■ Plant/Agriculture products (3%-5%)

(5) Exclusivity:

Licensing:

Yes

No

Field of Use:

Yes

No

Geographical:

Yes

No

Remarks:

(6) Sub-Licensing:

Yes

No

Remarks:

(7) Effectivity/Term of Licensing; Number of Years:

(8) Other agreed terms:

Both Parties hereby understand, undertake and ensure that:

1. The Licensee shall share to the Licensor, if discovered or developed during the effectivity of the patent or utility model subject matter of the licensing agreement, all IP rights developed or discovered by it working the licensed patent or utility model;

2. Exclusive Licensee shall post bond equivalent to 25% of valuation of the royalty fees for one (1) year; and

3. The Licensee shall make reasonable efforts to assist Licensor in litigations relating to IP/licensed technology as appropriate;

4. The Licensing Agreement to be made between Licensor and the Licensee shall contain all the mandatory clauses and exclude all the prohibited clauses under Articles 88 and 87 of the IP Code; and

5. The parties have made available to the other party and to TAPI all documents (technical, financial, IP, etc.) relevant to the subject technology prior to signing of license agreement.

We, as representatives of the Parties to this proposed transaction,do hereby certify that we are authorized to enter into a Technology Transfer Agreement. We further certify that the contents of this Term Sheet are True and Correct to the best of our knowledge. By agreeing on the contents of this Term Sheet, we shall pursue a formal Licensing Agreement and hereby request a Fast-Tracked Fairness Opinion Report subject to submission of required documents in accordance with Republic Act No. 10055, its IRR, and policies, and shall make ourselves available when our participation or presence is requested in any meeting at the DOST.

LICENSOR

LICENSEE

Signature:

Name:

Position:

Institution/Company:

Contact No.:

Email:

ID No.:

Issued On/At:

Assisted by:

Date:

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