Gear Up for Grants: “Working with Industry”

April 16, 2014
Gear Up for Grants: Working with Industry

AGENDA

• Welcome & Introductions – Kay Sizer & Dennis Anderson
• How to Collaborate with Industry – Dennis Anderson
• Agreements with Industry - Joycelyn Lucke Love
• Technology Transfer and Industry - Dale Zetocha
• Research ND: Promoting Economic Development & Diversity through Industrial R&D Collaborations - Jolynne Tschetter
• Discussion and Questions – ALL
• Closing Remarks
Gear Up for Grants: Working with Industry

SPEAKERS

• Dennis Anderson, NDSU-RCA Associate Vice President - Business Development & Industrial Relations

• Joycelyn Lucke Love, NDSU-RCA Technology Transfer Specialist, NDSU Sponsored Programs Administration

• Dale Zetocha, Director of NDSU-RCA Technology Transfer & Exec. Director of NDSU Research Foundation

• Jolynne Tschetter, Commercialization Manager, N.D. Dept. of Commerce
Gear Up for Grants: *Working with Industry*

- RCA promotes and fosters research partnerships and collaborations with industry to further NDSU interests: student focused, land grant, and research

- RCA promotes economic development and diversity in North Dakota via interactions involving:
  - Federal agencies – e.g., DOD, DOE
  - State agencies – e.g., N.D. Dept of Commerce
    - N.D. Centers of Excellence & Research Excellence (COE, CORE)
    - Research ND
  - Private sector - e.g., *For-profit companies, etc.*
Gear Up for Grants: Working with Industry
How to Collaborate with Industry

• Find potential industrial partner(s)/collaborator(s)
  – Review literature -- ID companies plus author(s)/employees
  – Review patents and patent applications – ID companies plus inventor(s)/employee(s)
  – Search company websites – ID points of contacts
    • Exec. VPs or VPs of research or business development
    • Chief Technical Officers - CTOs
    • Laboratory chiefs
  – CIRCULATE: Talk to colleagues, meet at conferences, etc.

• Find individual(s) that can sign checks! ID senior technical and/or business administrators
Gear Up for Grants: Working with Industry

How to Collaborate with Industry

- Understand companies’ R&D directions and needs – how does it relate to your R&D interests:
  - Review literature – what R&D is company doing that is related to your field
    - What university/universities is the company working with and why?
  - Review patents and patent applications – what technologies is company patenting that is related to your field
  - Search company websites
- ID mutual research interest(s) – “map” or overlay the company’s R&D interests on your R&D program
- Determine what your lab can do for the company
Gear Up for Grants: *Working with Industry How to Collaborate with Industry*

- Arrange an introductory telecon or meeting with the point of contact (POC) you identified within the company:
  - Introduce your lab and capabilities
  - Discuss R&D topics of mutual interest
  - Propose an initial, “proof of concept” or “pilot” R&D project

- Create a potential R&D project of mutual interest:
  - Start with a modest “proof of concept” or “pilot” project
    - Modest scope, timeline, deliverables, and budget
  - Use project to discover/determine if you and company personnel can work collaboratively
Sample of Industrial R&D Partners

**N.D.-based operations:**
- American Crystal Sugar
- Appareo
- Bobcat/Doosan Infracore
- Caterpillar RDL
- Datacom International, Inc.
- Killdeer Mountain Mfg,
- Monsanto
- Pedigree Technologies, Inc.
- Phoenix International
- Space Age Synthetics, Inc.
- **Sanford Health**
- Technology Appl. Group
- **Triton Systems, Inc.**

**World-wide operations:**
- **3M**
- **Akzo Nobel**
- Arkema
- **Bayer**
- Cargill
- CertainTeed
- **Dow Chemicals**
- DuPont
- **Hercules/Ashland**
- Hempel
- Honeywell
- INVISTA
- **Nissan Chemical**
- Peregrine Semiconductor
- **Pfizer**
- Pioneer
- PPG Industries
- Sherwin Williams
- **Starkey Labs**
- Syngenta
- Symyx
- Tessera
- Textron Defense
- **and many more…..**

*Note: Companies involved in healthcare- or biomed related R&D, services*
For more information contact:

Dennis K. Anderson
NDSU-RCA
Business Development & Industry Relations

dennis.k.anderson@ndsu.edu
701-231-6660

April 16, 2014
Now that you have a partner, you’ll need....

Agreements with Industry

NDSU OFFICE OF RESEARCH AND CREATIVE ACTIVITY

North Dakota Department of Commerce

April 16, 2014
Gear Up for Grants: *Working with Industry*

- RCA-Economic Development collaborates with RCA units and affiliated foundations to advance NDSU R&D:
  - Office of Sponsored Programs Administration (SPA)
  - Technology Transfer Office (TTO)
  - NDSU Research Foundation (NDSU/RF)
  - NDSU Development Foundation
  - NDSU Research and Technology Park (RTP)

- RCA-Economic Development unit works with NDSU Research Foundation and other NDSU affiliates to:
  - *Promote private sector partnerships* to further develop NDSU technology and associated intellectual property (“IP”)
  - *Promote commercialization* of technologies and associated IP
NDSU-RCA Economic Development
Helping to Bridge the OTHER “Valley of Death” → Lab to Market

- Partner with private sector
  - Non-profits
  - For-profits
- Leverage federal & state funding for R&D
- Perform market-driven R&D
- Commercialize tech & IP
- License technologies & IP
- Generate startups and spinoffs
- Promote sustainability
Points of Contact for Industry & Private Sector include:

- Vice President of RCA
- RCA Business Development and Industrial Relations
- Office of Sponsored Programs Administration (SPA)
- Technology Transfer Office (TTO)
- NDSU Research Foundation (NDSU/RF)
So You Have Identified an Industry Partner

The Agreements, Processes and Procedures

Joycelyn R. Lucke Love

Gear Up for Grants

April 16, 2014
AGREEMENTS

- Common Agreements
  - Confidential Information Agreements
  - Material Transfer Agreements
  - Sponsored Research Agreements

- Other Contracts
  - Visiting Researcher Agreement
  - Facility Use Agreement
  - Liability Release Agreements
  - Data Use Agreement
  - Service-type activities agreement
  - Academic Research Projects (for undergrad, capstone projects)
  - Partnership Agreements (for Research ND proposals)
Non-Disclosure Agreement

Known by many names:
- Non-Disclosure Agreement
- NDA
- Confidential Disclosure Agreement
- CDA
- Confidentiality Agreement
- Proprietary Information Agreement
- PIA

But these agreements all serve the same purpose:

To protect both Confidential and Proprietary Information from publication and dissemination
Confidential vs. Proprietary

- "Confidential" means something that is "secret". So "Confidential Information" is used to describe information that shouldn’t be shared with others. Exception: working with US Government which has classifications of information; and “confidential” is merely one classification.

- "Proprietary" is a term used to describe something that is privately owned or controlled. So “Proprietary Information” is information that is owned or exclusively controlled.

However,

These terms are generally used interchangeably.
Trade Secret

“Trade Secret” is a completely different type of information.

- Trade Secret information is a piece of information that a company secrets as their own, that is highly confidential and likely is valuable to its commercial operations.

- Trade Secret information is defined and protected by State Law and Federal regulations. Trade Secret information can be protected indefinitely!

- Due to the nature of a University setting which practices the dissemination of information, NDSU prefers that it NEVER be exposed to any Company Trade Secret information.
Confidentiality Agreements are reviewed, approved and signed by Sponsored Programs Administration Office

- PIs DO NOT have authority to sign a CDA on behalf of NDSU

- Receive an agreement from Company
  - Forward electronic version to Research@NDSU.edu or Joycelyn.Lucke@NDSU.edu

- OR Request an agreement be prepared by SPA
  - NDSU prefers to utilize its own agreements
Information needed for CDA

1. Complete Company Contact Information
   - Company name and address
   - Your contact’s name, phone number and email address
   - Contact information of person responsible for contracts at Company (if known)

2. Type of CDA
   - One-Way – only one party to the agreement will be providing confidential information (CI) to the other
   - Mutual – likely that both parties will be providing confidential information to the other – most common
Information needed for CDA (cont.)

3. Type of information that will be exchanged
   - Best Practice: provide a defined area of expertise/research that will encompass the CI you believe is necessary to provide to Company
   - This information may include current research or even a technology that has already been developed at NDSU
   - Error on the side of full disclosure to SPA, we can restrict or refine as necessary

4. Purpose for exchange of CI
   - What is the goal of these discussions? Discussing research opportunities, proposal preparation, consulting, characterization or evaluation, commercial interest in a technology
   - IMPORTANT – this needs to be accurate, as you will likely limited to utilize the Company’s CI only for the “Purpose”
Important information YOU need to know:

Marking NDSU Information

- All written or tangible information that NDSU provides to a Company MUST BE marked as “Confidential” or “Proprietary” prior to disclosing the information.

- If you orally disclose information, or if a company representative views something in your lab, you need to reduce the general nature of that information to writing, mark the writing as “Confidential” and provide that writing to the company within a reasonable period of time as set by the agreement, usually 10-30 days.

Safekeeping of Company CI

- You will need to advise those individuals that will have access to the information of the obligations to protect such information.

- Ensure that you have a place to store and protect confidential information that you may receive from a company (locked file cabinet, data management plans, etc.)

- Neither SPA/VPRCA nor General Counsel’s office will be responsible for safekeeping.
Important information YOU need (cont.)

Term of Exchange vs. Term of Protection

“The Parties agree that they may exchange information pursuant to this Agreement for twelve months from the effective date of the Agreement. The obligations of this Agreement shall last for three years following the expiration or any early termination of this Agreement.”

- **Term of Exchange** – the period of time in which you can disclose or receive information with Company that can be protected by the agreement – in this example one year from the effective/start date

- **Term of Protection** – the period of time in which any exchanged information must be protected – in this example three years from the END of the agreement. NOTE: Some agreements state this period from the effective/start date of the agreement or even from the date of exchange.
Material Transfer Agreement

Known by many names:
- Material Transfer Agreement
- MTA
- Evaluation Agreement
- Trial Agreement
- Similar to a Data Use Agreement

The purpose of these agreements is:

To transfer proprietary, tangible materials to another entity while restricting the receiving party’s use of the materials.

These agreements contain many terms that are similar to confidentiality agreements.
Material Transfer Agreements are reviewed, approved and signed by Sponsored Programs Administration Office

- PIs DO NOT have authority to sign an MTA on behalf of NDSU

- **INCOMING:** You will usually receive an agreement from a Company before it will send its materials
  
  - Forward electronic version of MTA to Research@NDSU.edu or Joycelyn.Lucke@NDSU.edu

- **OUTGOING:** Request an agreement be prepared by SPA if you are sending NDSU materials to a company or other third-party
Information needed for MTA

1. Complete Company Contact Information
   - Company name and address
   - Your contact’s name, phone number and email address
   - Contact information of person responsible for contracts at Company (if known)

2. Description of Materials
   - Best practice: provide a narrow definition of the materials that will be provided
   - If the materials do not have any IP protection you could label materials as “Sample #1” etc. and provide a generic description of the materials

3. Purpose
   - Why? What is the reason we are sending/receiving materials?
   - What? What specifically are the permitted uses and restrictions for the materials?
Special Considerations for incoming Materials

Are there any third-party obligations to the anticipated research utilizing the materials?

1. What is the source of funding for the research project?

2. Have you agreed to share the results of the research with any party?
REMEMBER:

Confidentiality and materials agreements and other agreements relating to your research, whether or not there is funding attached to the agreement, must be approved and signed by SPA.

Most Important:
Ensure that you READ the agreement before and after it is signed and UNDERSTAND your obligations to protect the proprietary information and materials used in your research.
Sponsored Research Agreement

Known by many other names:
- Testing Agreement
- Trial Agreement
- Service Agreement

These agreements permit an NDSU PI to undertake a pre-defined course of research for an outside entity (sponsor), who agrees to provide funding for the costs of the research.
Acquire internal approval for your proposed research with Company

1. Draft a Scope of Work (SOW) for the project.

2. Prepare a budget which will accurately reflect the cost of completing the research, including the applicable overhead rates (F&A rate). Budget templates are located on NDSU SPA Forms web pages.

3. Assess any compliance issues that must be addressed and managed in order to carry out research. (Use of animals or human subjects in research, biosafety concerns, Conflict of Interest/Commitment, Export Control)
Acquire internal approval for your proposed research with Company

4. Complete a Proposal Transmittal Form (PTF). This will allow your Department Chair and College Dean a chance to review your SOW and budget as proposed and approve the submission of the proposal to company for consideration of funding.

5. Submit the PTF to SPA with your SOW and budget. A project number will be assigned to your proposal and the budget will be reviewed to ensure it meets minimum institutional requirements.
Project is Approved and Funded:

- **Company agreement**
  - Forward electronic version of research agreement, making note of your assigned project number, to Research@NDSU.edu or Joycelyn.Lucke@NDSU.edu

- **NDSU agreement**
  - Due to some of the contracting restrictions of NDSU, as a state entity, it is generally easier to utilize the NDSU developed contract for research.
Research Agreement Terms

- Contracts are negotiated with Sponsors to set out each party’s expectations in the performance of the research.
- NDSU’s contracting parameters and restrictions originate from several sources:
  
  NDSU Policy
  NDUS Policies and Procedures
  NDSU General Counsel
  ND Office of the Attorney General
  ND Office of Management and Budget
  ND Century Code
  Federal Laws, including export control laws and IRS regulations
Research Agreement Terms (cont.)

- **Publication of Research Results**
  
  - NDSU Policy 343 provides for the “free dissemination of data from knowledge creations efforts while maintaining confidential information and preserving intellectual property rights resulting from such programs”.
  
  - The right to publish shall, at all times, be vested in the institution, faculty, staff and its students.
  
  - Sponsor can request a right to review all publications and submit comments. Sponsor can also request a publication delay to permit the filing of intellectual property protection.
Ownership of Intellectual Property

- NDSU Policy 190 parallels NDUS Policy 611.2 and provides that NDSU will have the first right of refusal to ownership of all intellectual property created by its employees in the performance of its research efforts.
- Applies generally to patentable inventions, PVP and other plant variety protection, and trademarks.
- NDSU cannot assign ownership of any intellectual property developed in its research efforts to the sponsor of the research.
- This ownership approach is consistent with Federal policy and prevailing higher education institutional practices.
- NDSU IP Exception: Copyrighted materials are generally owned and controlled by the author(s) of the publications.
Licensing of Intellectual Property

- Since NDSU will maintain ownership of all IP it creates, Sponsors will want to have the rights to potentially license any IP that is developed in the performance of the research it sponsors.
- There are several factors that play into the terms that NDSU can offer to sponsor for licensing.
- The actual licensing of any IP is managed by the NDSU Research Foundation for the University.
Ownership of Research Data

- NDSU has consistently maintained the ownership of data from its research in conformance with Policy 190 -- Intellectual Property.
- This practice is necessary to preserve publication rights.
- NDSU will provide a sponsor with a copy of all data/research results and will permit the sponsor to utilize data that is created by NDSU in the performance of the research.
- Data rights is a hot topic right now.
What information can be Confidential?

- NDSU can agree to maintain Company information and/or materials that are utilized in NDSU research as confidential.

- NDSU cannot agree that the results of the research (data) can be confidential. NDSU must at a minimum be entitled to publish either the data or an aggregated summary of the data.

- NDSU will agree to maintain certain research results in confidence for a period of time in order to preserve and protect intellectual property rights in any inventions created in the performance of the research.
Research Agreement Terms (cont.)

- Liability & Indemnification

- As a state entity, NDSU’s liability is determined in accordance with state law and set forth in NDSU Policy 159 and NDCC 32-12.2.

- Usually NDSU will utilize or suggest language indicating that each party will be responsible for its own actions and/or negligence.
Jurisdiction & Disputes

**Choice of Law.** This clause relates to which state’s law would govern a contract in the event of a dispute between the parties. NDSU will not agree to the application of any other US state law or law of any foreign country. In the event the sponsor cannot agree to utilize ND law, it is best to just leave this provision out of our contracts.

**Venue.** This clause relates to which court the parties would be required to submit any disputes. As a state entity, the Federal Courts do not have jurisdiction over NDSU.

**Alternative Dispute.** NDSU has been reluctant to agree to use alternative dispute methods, especially any that are binding.
ND Open Records Laws

Pursuant to state law and NDSU policy 718, NDSU is subject to the state’s open records laws making potentially all information which the University has in its possession subject to disclosure.

However, NDCC § 44-04-18.4 does set forth exceptions of specific “trade secret, proprietary, commercial and financial information” that is not subject to disclosure. This provision allows NDSU to protect sponsor information.
Sponsored Research Agreements are reviewed, approved and signed by Sponsored Programs Administration Office

- PIs DO NOT have authority to sign on behalf of NDSU

- However, a PI may be required to sign a Sponsored Research Agreement (or any other research agreement) indicating that they have read the agreement and understand their obligations under the terms of the agreement.

- The PIs signature is not the signature that binds the University to the contract/project it is to ensure that PI is aware of the conditions under which the project must be completed.
Other Agreements

- Visiting Researcher Agreement
  
  The Visiting Researcher Agreement may be used in an industry collaboration if a researcher from a company will be completing a portion of the proposed research at NDSU.

  Forms and other resources are located on NDSU website

  http://www.ndsu.edu/provost/forms_and_resources/
Other Agreements (cont.)

- **Academic Research Projects**
  - An industry partner may desire to engage undergrad students in capstone-type projects.
  - VPRCA is in the process of reviewing these procedures which should be finalized for Fall 2014 projects.
Other Agreements (cont.)

- **Partnership Agreement**
  - For Research ND proposals
  - This agreement is negotiated with your industry partner PRIOR TO the submission of the Research ND proposal.
  - The agreement establishes the terms which will control the ownership of any intellectual property that is ultimately developed by the parties should NDSU be awarded a grant under this program.
Questions?
Working With Industry

Research Results-What’s Next?

Gear Up For Grants

April, 2014

Dale Zetocha, RTTP
Director, NDSU Technology Transfer Office
Executive Director, NDSU Research Foundation
NDSU Intellectual Property (IP)

- Policies and Regulations:
  - IP Policy-190—consistent with NDUS Policy 611.2
  - US Patent Law
  - Inventorship = IP Ownership
  - Bayh-Dole Act
  - IRS Rev. Proc. 2007-47
Bayh-Dole Act Provisions

- All Federal Awards
- Government retains a non-exclusive license to practice and retains march-in-rights.
- Requires inventions to be reported.
- Universities may elect title to IP.
- Universities must file patents on inventions they elect to own.
- Encourages collaboration with industry to promote utilization of inventions.
- Portion of the net revenue to be shared with the inventor(s) and to support future research.
IRS Rev. Proc. 2007-47
Bond Financed Facilities

- Can’t pre-establish license terms in a research agreement.
  - Private Business Use – limited to 10% over life of bond.
  - Government research permitted consistent with Bayh-Dole.
- Same license terms as a non-sponsor.
- Royalty rate and license terms at time of license.
- Non-exclusive royalty free to sponsor to use similar to Federal Government – does not grant commercial license (Source: Adapted from UNC).
Net Licensing Revenue Distribution Procedure

- After recovery of patenting and licensing expenses:
  - 30% to the inventors/breeders
  - 40%* to the Depts/Units
  - 30%* Retained by NDSU/RF**

*Varies some in Ag
**30% of NDSU/RF share in Endowment
NDSU/RF and NDSU TTO Contact Information:

Dale Zetocha  
Executive Director, NDSURF  
dzetocha@ndsurf.org  
www.ndsuresearchfoundation.com  
701-231-8931

Dale Zetocha  
Director, NDSU TTO  
dale.zetocha@ndsu.edu  
www.ndsu/research/technology_transfer_office  
701-231-8931
ND Venture Grant Program
NDSU Perspective

- One proposal funded, 4 under review, 3-5 more being contemplated.

- Developed at NDSU—needs to be more than an idea—invention disclosed to NDSU TTO is a plus.

- NDSU TTO and NDSURF been providing some guidance.
NDSU retains ownership of IP and provides industry sponsors with an option to license.

Ex. “MIT cannot transfer ownership of its IP to others. Policy, tax regulations, pervasiveness of government funding in our labs, export control laws, and the resultant regulations that affect the majority of our patents prevent the institute from doing so.”
“Working with Industry”
Wednesday, April 16, 2014
Research ND

- Intended to stimulate partnerships between business and ND research universities.
  - Commercialization of new technologies
  - Help with research and development of new products
  - Improve existing products or processes
- Requires a minimum of $1 match from private sector for every state $1
- Projects must demonstrate a high probability of advancing to a commercially viable stage supported by a road map to commercialization.
<table>
<thead>
<tr>
<th>Research ND</th>
<th>Research ND BIO</th>
</tr>
</thead>
<tbody>
<tr>
<td>♦ Project focused</td>
<td>♦ Defined time-frame</td>
</tr>
<tr>
<td>♦ Defined benefit to private sector partner</td>
<td>♦ Clear goals and milestones</td>
</tr>
<tr>
<td>• Open to all industries</td>
<td>• ...to conduct research on and develop and commercialize vaccines and antibodies for the prevention of, treatment of, or cure for cancer; virally infectious disease; or other pathogens, including bacteria, mycobacteria, fungi and parasites” (Section 30 of Chapter 49 of the 2013 Session Laws)</td>
</tr>
</tbody>
</table>
Matching Funds

- A grant may not exceed 50% of the total project cost
- For Research ND, Research ND BIO awards matching funds may include the following:
  - Cash given to the university for use on the approved project;
  - Cash reserved by the private sector to be spent on expenses directly related to the approved project (salaries, benefits, travel, direct expenses); or
  - A combination of the above to meet the match requirements in statute.
Award Amounts

- **Research ND**: The maximum award amount is $300,000.
  - COE Commission may approve projects up to $500,000 with sufficient justification.
- **Research ND BIO**: The maximum award amount is $1,000,000.
Application

- Joint application between Research University and Private Sector Partner
- Present a cohesive picture of the work to be done
- Clearly define impact to private sector
- Scope of work outlining what is to be done by both the Research University and the Private Sector Partner
- Submitted through the normal grant submission processes at the Research University
14. Technologic and Economic Impacts

- What is the impact of this work to the private sector partner?
  - Is it development of new product line?
  - Help with an existing product?
  - What benefit do they derive for the resources they are putting toward the project?
- What is the potential impact to North Dakota?
  - Increased revenues?
  - Company expansion?
Review Process

• Third party technical review
• Review for ND priorities
  o Does Partner have substantial presence in ND?
  o Is the application in an area of Commerce’s targeted industries?
  o Does the level of match meet or exceed that required by Statute?
• Presentation to the COE Commission
Research ND Subprogram

FAST Track

- Open to all industries
- Project focused
- Intended to incentivize North Dakota companies to reach out to ND research universities when dealing with unforeseen circumstances
- Partner must have substantial presence in ND
- Short term projects (less than 1 year)
- Need to start immediately
- Requires a minimum of $1 match from private sector for every state $1
  - Match must be cash to the university
- Maximum award amount is $50,000
- Administrative approval/Commission ratification
- $500,000 available

Number of Grants

- Research ND
- Research ND BIO
- FAST Track

Number of Grants
Venture Grants

- Intent to provide grants to a research university for pursuing further commercialization of technology developed by the research university or developed jointly by the research university and a startup or spinoff business operating in North Dakota.
Venture Grants

Phase I

- Purpose of pursuing information related to the feasibility of building a business around a specific piece of technology.
- Acceptable uses of funds would include
  - activities related to an analysis of the potential market
  - assessment of the technologies readiness for market
  - further advancement of technology
  - IP costs
- Phase I maximum award amount $100,000
Venture Grants

Phase II

- Successfully met the milestones and goals of a Phase I application
- Identified private sector partner
- Acceptable uses of funds include moving technology forward to commercial use, business related needs, IP
- There is a 1:1 matching requirement for all Phase II awards under this program
- Maximum award of $150,000
- Requirements for successful completion of Phase II award are:
  - A registered startup or spinout registered in ND
  - A signed licensing agreement between the private sector and the university
Venture Grants
Phase I/II

- Hybrid program for projects in the works when the program began
- Only available until June 30, 2014
- Application divided in Phase I goals and Phase II goals
  - Maximum award for Phase I - $50,000
  - Maximum award for Phase II - $150,000
  - $1:$1 matching requirements for Phase II portion of award
Phase I Applications

- No private sector needed
- No matching funds required
- Clearly outline the technology and where it is in development
- Include information related to competing technologies either in development or on the market
- Include information on the market, if available, or include a market assessment as part of the goals.
- Remember the goal of a Phase I Application is to determine if it is feasible to start a business around the technology.
Phase II Applications

- A private sector partner needed
  - May be an individual or newly started company
- $1:$1 matching funds required
- Include information related to the viability of the product in the market place
  - Include information related to competing technologies either in development or on the market
  - Financial information
- Remember the goal of a Phase II Application is to have a new company registered in the state with a license for the technology
Review Process

- Reviewed by independent review committee which will nominally be made up by a representative from each of the Research Universities, the Program Manager, a representative from the North Dakota Development Fund and two (2) members of the private sector appointed by the Commerce Commissioner.

- Committee will assess the applications goals and objectives, the current development state of the technology and the feasibility of building a business around that described core technology.

- Committee will provide a synopsis of the project and funding recommendations to the Commission.
Review Process cont.

- Review by Commission
  - Application
  - Recommendations of Review Committee
  - Presentation by Applicant
Reporting Requirements

- Interim reports
  - Due every six months
  - Update on progress towards goals and milestones outlined in application

- Final report
  - Comprehensive report outlining what was accomplished
  - Full financial reporting

- Continuing reporting requirements
  - Economic impact data will be collected for no more than 5 years from the private sector for Research ND, Research ND BIO, FAST Track, and Venture Grant Phase I/II and II awards
Venture Grant Funding

Phase II

Phase I

$0
$200,000
$400,000
$600,000
$800,000
$1,000,000
$1,200,000
$1,400,000
$1,600,000
$1,800,000
$2,000,000
Forms and Resources

- All forms are available at www.ResearchND.com
- All programs use the same form
- Technical Review criteria will be available on the web later this week
- My contact information:
  - Jolynne Tschetter
  - 701-328-5322
  - jotschetter@nd.gov
Questions/Discussion