ATRIP Mid-Year Webinar
Global Developments in Technology Transfer

Academic Technology Transfer: Origins and Trajectory in the U.S. and Beyond

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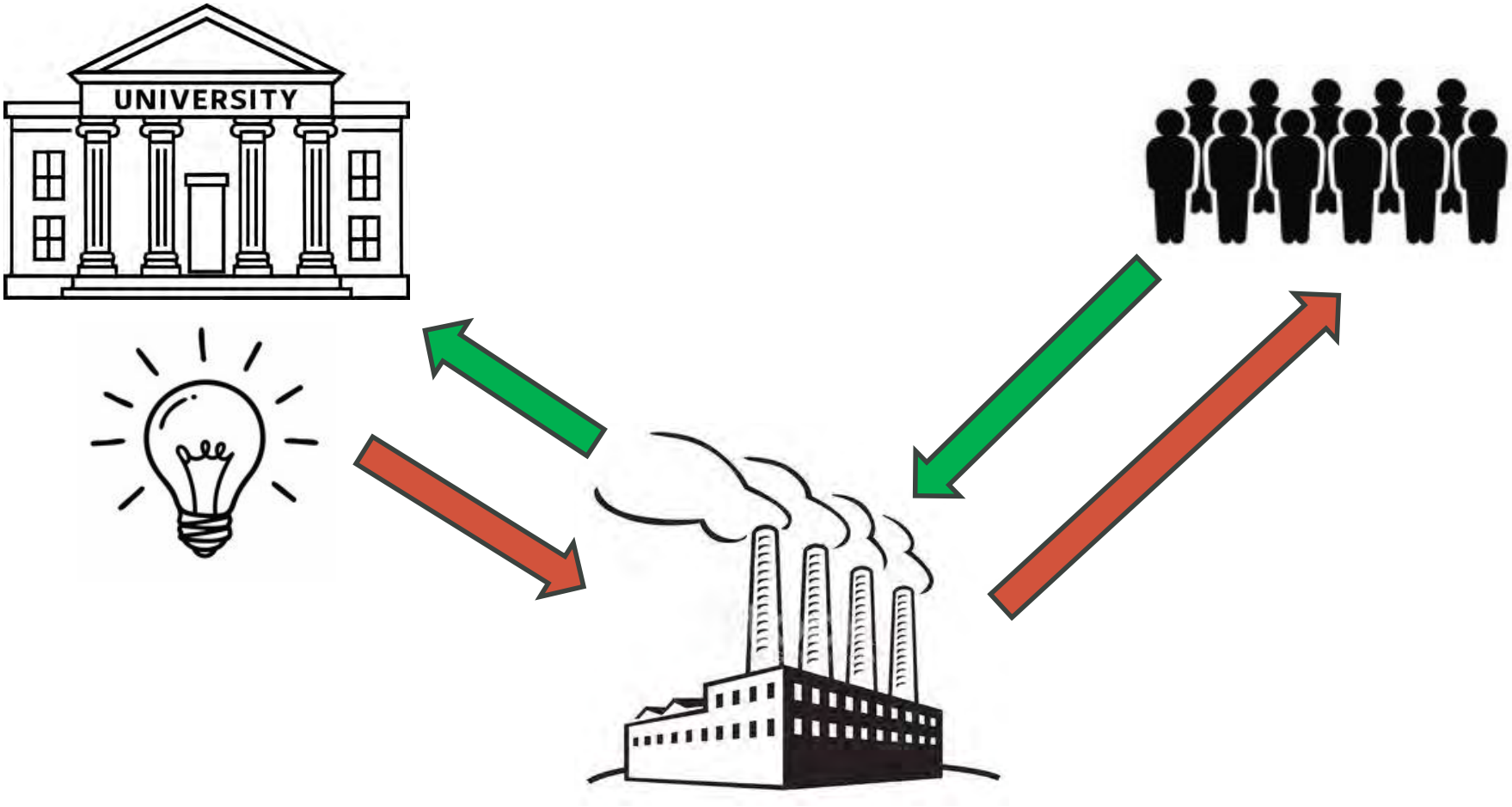
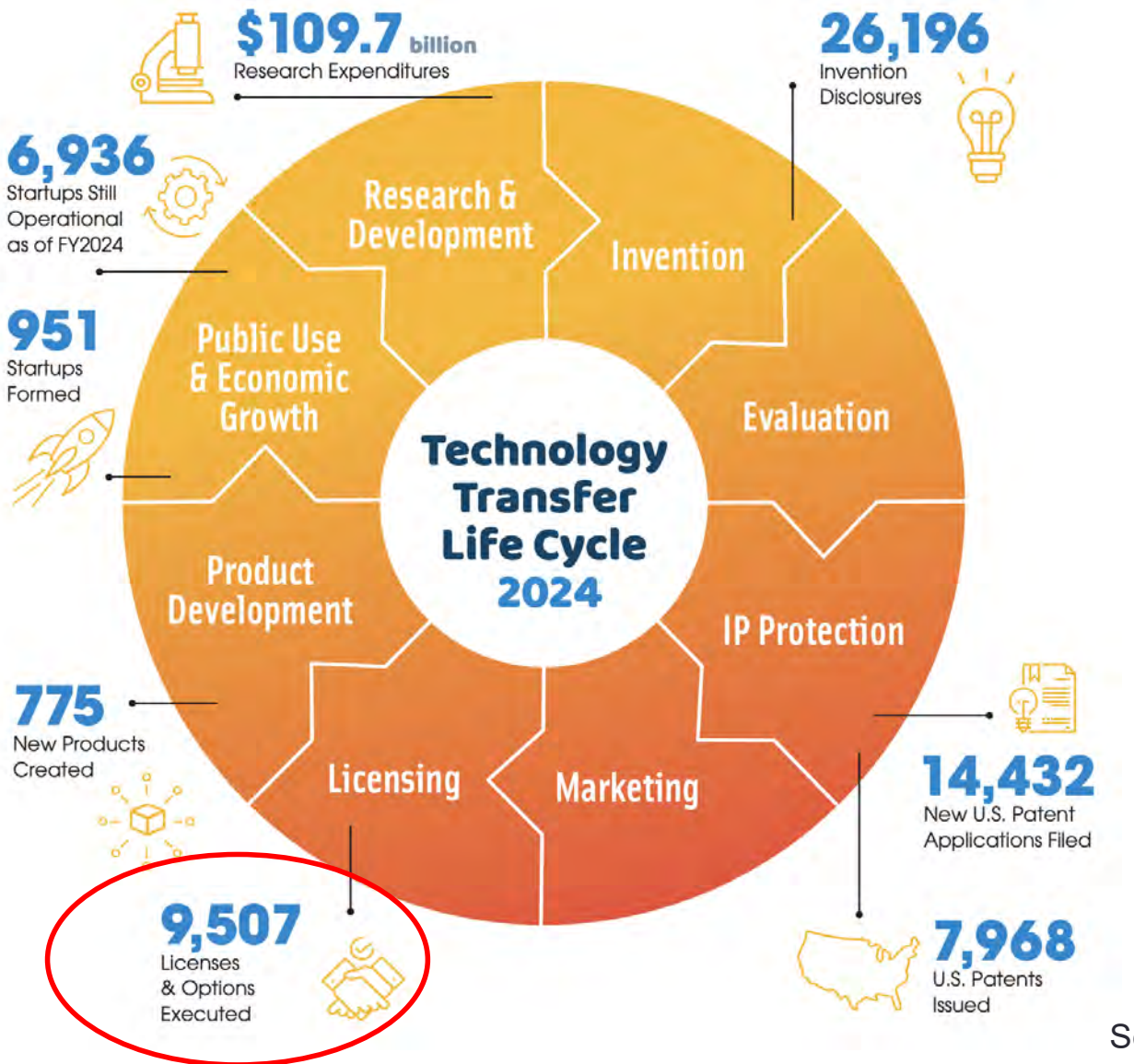
Academic Technology Transfer



Goals of Academic Tech Transfer

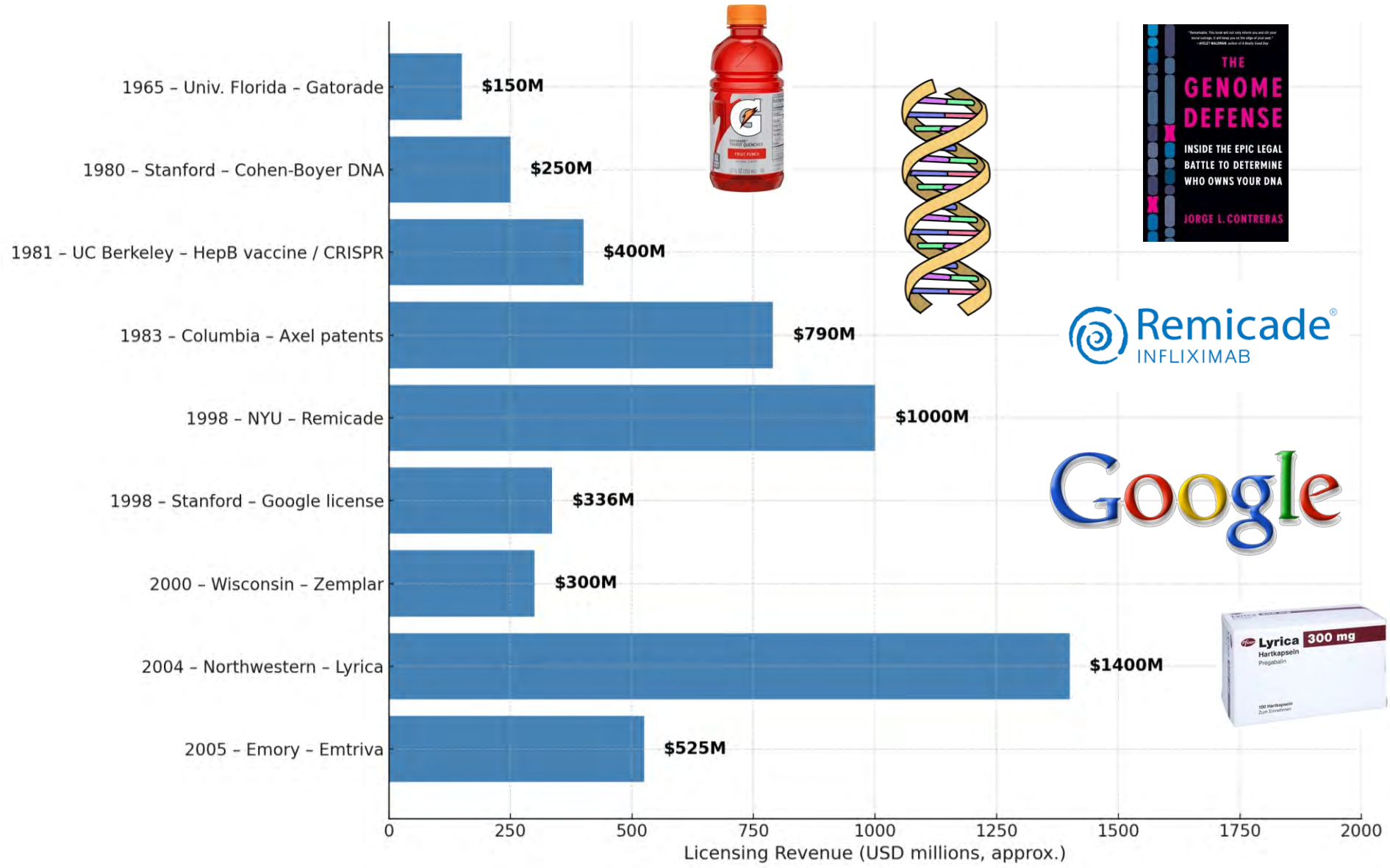
1. Sharing knowledge among scientific community
2. Disseminating fruits of scientific research to the public
3. Growing the economy
4. Creating local business opportunities
5. Financially supporting institution
6. Incentivizing and rewarding researchers

U.S. Tech Transfer Statistics (2024)



Source: AUTM (2025)

U.S. University Licensing “Greatest Hits”



Origins of U.S. Academic Tech Transfer

- WWII "big science" projects with university researchers
  - Manhattan Project, Radar, Napalm
- Post-war: Federal government increasingly funds academic research w/ civilian aims
  - Space program, GPS
- Little commercial crossover

IP and Academic Tech Transfer: Pre-1980

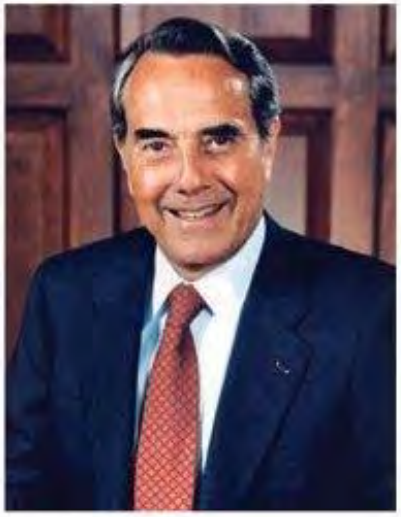
- Each agency (18+) develops an IPR policy (DOE, DOD, NASA, NIH, DOA)
- Inconsistent ownership, low utilization, little commercial licensing
- By 1980
  - Universities held 850 patents
  - U.S. Government held 28,000 patents
  - Only 5% of patents licensed to industry

International Economic Threats in the 1970s

Bayh-Dole Act of 1980 (35 U.S.C. §§ 200-212)

- allows research institutions (universities) to retain rights in federally-funded inventions
- if rights are retained, institution must file for a patent in US and other countries
- if patent rights not obtained/practiced, revert to govt.
- Institution cannot transfer patent without government permission

Birch Bayh



Bob Dole

Bayh-Dole: Income Sharing

Basic Royalty Split

- Admin (15%)
- Remainder (85%)
  - University (33%)
  - Department (33%)
  - Inventors (33%)

Bayh-Dole: Domestic Manufacturing

Bayh-Dole "March-In" Rights

35 USC §203(1) " With respect to any subject invention … the Federal agency … shall have the right…to require the contractor…to grant a…license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances … if the Federal agency determines that such…action is necessary **to alleviate health or safety needs** which are not reasonably satisfied by the contractor, assignee, or their licensees"

March-In Petitions

- **Supply**
  - Baxter/CellPro (1997)
  - Genzyme/Fabrazyme (2010)
- **Pricing**
  - Abbot/Norvir (2004, 2013)
  - Pfizer/Xalatan (2004)
  - Myriad/BRCAnalysis (2013)
  - Astellas/Xtandi (2016, 2021)
  - Gilead/Remdesivir (2020)

Recent March-In Developments

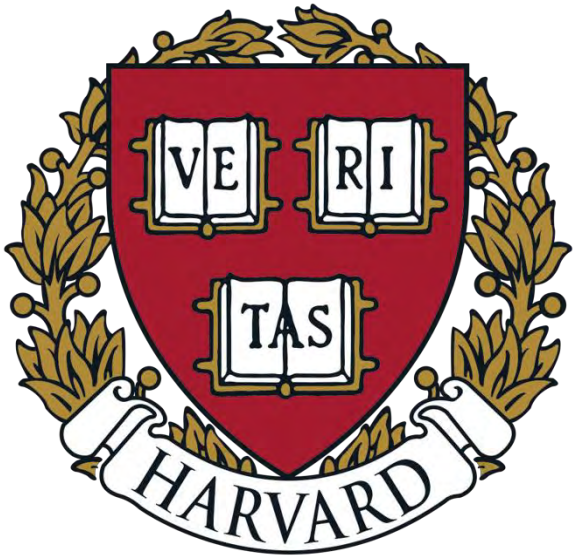
Consideration of Pricing in March-In Decisions

- NIST Dec. 2023 draft guidance to agencies
- Remains non-binding (GAO 2024)
- Agencies may consider price as part of "reasonable terms" under Bayh-Dole on a case-by-case basis

NIST
National Institute of Standards and Technology
U.S. Department of Commerce

Harvard March-In Threat

- Sept. 2025 - Dept. Commerce initiates review of Harvard's Bayh-Dole compliance
  - Suggests possibility of march-in



A Government Share?

Dept. Commerce statement (2025)

Federal government [should?] receive share (50%?) of university revenue from federally-funded research

"if we fund it and they invent a patent, the United States of America taxpayer should get half the benefit"

-- Howard Lutnick, Sec. Commerce, Sep. 10, 2025

- Theory
  - The public funds discoveries, but entire benefit inures to private parties
  - No control over prices charged by industry for govt-funded discoveries
- Counter-arguments
  - Increase licensing costs?
  - Universities are tax-exempt
  - Reduces public benefits at universities

Image: ChatGPT 5

Bayh-Dole Around the World

Country	Year of Adoption
Spain	1983
UK	1985
Denmark	1999
France	1999
Japan	1999
S. Korea	2000
Italy	2001
Austria	2002
Germany	2002
Indonesia	2002

Country	Year of Adoption
Mexico	2002
Norway	2003
Russia	2003
Brazil	2004
Finland	2007
S. Africa	2008
[India]	[2008-14]
Malaysia	2009
Philippines	2009
China	2015

Further Reading

- Anderson, Mark et al., *R2B Contracts: Complexities And Considerations When Contracting With Universities And Other Not-For-Profit Research Organisations*, 60(1) LES NOUVELLES 141-151 (2025)
- Association of University Technology Managers (AUTM), www.autm.net
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- Rooksby, Jacob, ed., *Research Handbook on Intellectual Property And Technology Transfer* (Edward Elgar: 2020)
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Thank you!

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