



# Metrics & Surveys

*Measure Your Impact*

## AUTM FY25 Licensing Survey – Case Studies

Some survey questions can be complex and may apply differently depending on your institution’s practices. To support consistent reporting across respondents, each case study below follows a common structure:

- **Definition** – What the term means in general
- **For This Survey** – How AUTM intends the term to be counted
- **Case Study** – A practical example of how to report

### Amendments

#### Question

**(Q5.17)** How many **PATENT LICENSE AMENDMENTS** did your institution execute in FY2025?

Of those **PATENT LICENSE AMENDMENTS** how many amended:

- Added **NEW TECHNOLOGY?**
- Added or revised **other terms** besides (e.g., financial terms, deliverables, milestones or other legal terms) without adding new technology?

#### Definition

A license amendment is a written change to an existing license agreement. It modifies previously agreed terms—such as duration, royalties, deliverables, milestones, or the addition of newly licensed intellectual property—but does not constitute a new license agreement.

#### For This Survey

Count each executed amendment to an existing patent license in FY2025. Amendments may include adding new technology or revising other deal terms. Do not count amendments as new licenses.

### Case Study

A patent license executed in FY2022 is amended in FY2025 to include one new patent and revise milestone payments. Count this as **one amendment** in Q5.17. Even though new technology is added, do **not** count this as a new patent license in Q5.2.

## Full-Time Equivalents (FTEs)

### Question

**(Q2.1)** How many **LICENSING FTEs** were employed in your technology transfer office in 2025?

**(Q2.2)** How many **OTHER FTEs** were employed in your technology transfer office in 2025?

### Definition

A full-time equivalent (FTE) represents staffing resources allocated to technology transfer activities, whether full-time or fractional.

### For This Survey

Licensing FTEs include staff whose duties directly support licensing and patenting activities, such as negotiation, marketing, valuation, and startup support. Other FTEs include administrative, marketing, economic development, or related roles. Report fractional appointments rounded to the nearest half (.5).

### Case Study

A staff member works full time as a licensing manager in the tech transfer office (TTO), but their salary is paid 50% by the TTO and 50% by an external funding source (such as an economic development office or a grant). Count this individual as 1.0 FTE based on their role and time spent on licensing activities with the TTO, regardless of funding source.

## Inter-Institutional Agreements (IIA)

### Question

**(Q6.8)** In FY2025 how many **INTER-INSTITUTIONAL AGREEMENTS** did your institution execute?

### Definition

An inter-institutional agreement is a written contract between two or more institutions to jointly manage, market, or license inventions, including the sharing of responsibilities, costs, and resulting revenue.

## For This Survey

Count each inter-institutional agreement executed in FY2025. Do not recount later amendments to the same agreement.

## Case Study

Your institution and a collaborating university jointly developed a technology and execute an inter-institutional agreement (IIA) in FY2025 assigning your institution as the licensing lead. Count this as **one IIA** in Q6.8. Any later amendments to this IIA should not be counted again.

## Licenses

### Question

**(Q5.1)** How many **TOTAL LICENSES** did your institution execute in 2025?

### Definition

A license is an agreement granting rights to use, develop, or commercialize intellectual property owned or controlled by your institution.

The survey includes additional questions that capture more detail about certain types of licenses, including:

- **Patent licenses (Q5.2)** – Agreements granting rights to make, use, or sell inventions protected by issued patents or patent applications.
- **Copyright licenses (Q5.6)** – Agreements granting rights to use or distribute copyrighted works such as software, databases, or educational content, excluding open source releases.
- **Plant / seed licenses (Q5.9a)** – Agreements granting rights to reproduce, cultivate, or commercialize plant varieties, seeds, or germplasm.
- **Research materials or biological materials licenses (Q5.9a)** – Agreements granting rights to use, distribute, or commercialize tangible research materials such as cell lines, plasmids, vectors, or biological samples.
- **Open source licenses (Q5.12)** – Non-exclusive licenses that authorize public use, modification, and distribution of software under recognized open source terms; these do not generate licensing revenue.

## For This Survey

Question (Q5) asks for total numbers of patent licenses, copyright licenses, open source licenses and options, separated for additional clarity. Count licenses executed by your institution in FY2025, including patent, copyright, and other non–open source licenses.

Do not include amendments to existing licenses. If your institution was not the lead party to negotiate and execute the license, report it under the applicable inter-institutional or third-party category.

### **Case Study**

Your institution grants a non-exclusive license to a company for patent rights covering a biomedical invention in FY2025. Count this as one license in Q5.1 and one patent license in Q5.2. Do not count later amendments to this agreement as new licenses.

## **Open Source Licenses (OSL)**

### **Question**

**(Q5.12)** How many software titles did you make available for distribution as **OPEN SOURCE LICENSES** in 2025?

***NOTE:** Only include **OPEN SOURCE LICENSES** for software that had a new version released in 2025.*

### **Definition**

An open source license is a non-exclusive software license that permits users to access, use, modify, and redistribute source code under standardized terms. These licenses are intended to support broad public use and collaboration rather than commercial exclusivity.

### **For This Survey**

Count software released under recognized open source licenses (such as MIT, Apache, GPL, or similar) where your institution authorized public distribution of the source code. Open source licenses are not negotiated on a deal-by-deal basis and do not involve royalties or other direct licensing revenue. Do not include commercial software licenses or amendments to existing licenses.

### **Case Study**

In FY2025, your institution releases a new version of a research software tool under the MIT License and makes the source code publicly available on GitHub. Count this as **one open source license** in Q5.12. If a company later negotiates a separate commercial license for the same software, count that agreement as a commercial license—not an open source license.

## **Startups**

### **Question**

**(Q8.1)** In FY2025, how many **STARTUP COMPANIES** were formed that were dependent upon the licensing of your institution's technology for their initiation?

***NOTE:** Include only **STARTUPS** for which a license/option with your institution is foundational.*

**Definition**

A startup company is a newly created entity formed specifically to license and develop technology originating from your institution.

**For This Survey**

Count only startups for which a license or option with your institution is foundational to the company's formation. Do not include existing companies that license a technology for a new line of business.

**Case Study**

A company is legally formed in 2024 to commercialize a medical device from your institution and executes a license in FY2025. Count this company in Q8.1, even though the legal entity existed prior to FY2025. If an existing startup licenses a new technology this year, count that agreement as a small company license in Q5.14—not as a startup.