

INTELLECTUAL PROPERTY POLICIES AND PROCESSES

The Mount Sinai Health System (“MSHS”) is comprised of various New York not-for-profit organizations dedicated to utilizing their resources to serve the public interest. MSHS engages in the business of basic, applied, and translational research, development, and other activities for the purpose of advancing healthcare and wellbeing, to further understanding of the mechanisms of disease, and to improve the diagnosis, prevention, prognosis, treatment of disease, and to educate healthcare providers and others. Such research, development, and other activities may result in the conception of Intellectual Property.

MSHS encourages members of its community to publish, disclose, and discuss research findings to serve the public interest and advance knowledge in their respective fields. Prompt and open dissemination of research findings is essential to the fulfillment of MSHS's commitment to excellence in education, research, and patient care.

MSHS owns the entire right, title, and interest in and to Intellectual Property conceived, authored, or created by MSHS Members in the course or scope of their duties for MSHS or with more than Incidental Use of MSHS resources, facilities, or funds. MSHS Members are obligated to maintain the proprietary and/or confidential nature of Intellectual Property owned by MSHS.

MSHS will endeavor to secure protection for its Intellectual Property when it determines that securing such protection is appropriate to promote further development and commercialization of such Intellectual Property.

All members of the MSHS community are required to disclose all Intellectual Property they generate to MSHS in accordance with this Policy, and to abide by all related processes.

Moreover, MSHS receives funding in the form of grants and contracts from government, non-profit and for-profit entities to support research and other activities and is subject to the legal and contractual obligations associated with such funding, including prompt and complete reporting of Inventions.

The Intellectual Property policies and processes described herein serve to ensure that MSHS's mission is advanced and its legal and contractual obligations are fulfilled. All policies, rules, guidelines, processes, and other practices of MSHS regarding Intellectual Property are subject to and limited by applicable federal, state, and municipal laws, rules and regulations including, without limitation Title 35 of the United States Code, and the rules and regulations of the National Institutes of Health and other Federal sponsors for research. To the extent that inconsistencies develop between MSHS policies and applicable laws and regulations, the latter shall prevail.

Failure to abide by the Intellectual Property policies and processes described herein constitutes grounds for disciplinary action by MSHS.

Questions about Intellectual Property should be directed to Mount Sinai Innovation Partners.

1. Definitions

“Commercial Work” has the meaning set forth in Section 3A (i-iv) and 3B.

“Copyright” means the economic, legal, and moral rights that an owner has in a Work, including rights under Federal and state copyright laws.

“Equity” means any direct or indirect ownership interest in a third-party entity including, without limitation, any interest in stock (common, preferred, or other), units, warrants, options, convertible stock, membership interest, or other similar instruments.

“Incidental Use” of MSHS resources and/or facilities means the INFREQUENT AND *DE MINIMIS* (a) assistance from any MSHS employee or any individual who is participating in research projects through MSHS, and (b) use of MSHS know-how, office supplies, library resources, standard commercially available software (e.g., Microsoft Office) on desktop or laptop computers, or other resources on MSHS campuses which are commonly available in non-MSHS locations. It is the sole right of MSHS to determine whether more than Incidental Use of resources and/or facilities has occurred.

“Individual Work” has the meaning set forth in Section 3B.

“Institutional Asset” means Intellectual Property the creation of which cannot be attributed to any specific MSHS Member. Institutional Assets include, for example, patient health or medical records in any form, databases that aggregate electronic health or medical records, specimen or tissue repositories, the Mount Sinai BioMe® Biobank, and the Mount Sinai Data Warehouse.

“Intellectual Property” means any product of the human intellect in the industrial, scientific, literary, or artistic fields. Intellectual Property includes: literary, artistic, and scientific works; performances of performing artists, phonograms, and broadcasts; inventions in all fields of human endeavor; scientific discoveries and know-how; industrial designs; trademarks, service marks, and commercial names and designations; protection against unfair competition.

“Invention” means a process, machine, manufacture, or composition of matter including any related know-how.

“Inventor Share” means the portion of consideration received by MSHS for an IP Agreement that will be distributed to applicable MSHS Members.

“Inventors Sharing Agreement” has the meaning set forth in Section 6K.

“IP Agreement” means an agreement that includes Intellectual Property owned or controlled by MSHS regardless of the parties to such agreement. IP Agreements will be negotiated and approved by MSIP.

“ISMMS” means Icahn School of Medicine at Mount Sinai.

“Laboratory Share” means the portion of consideration received by MSHS for an IP Agreement that will be distributed to applicable laboratories.

“Mount Sinai Health System” or “MSHS” means, individually or collectively, Icahn School of Medicine at Mount Sinai, The Mount Sinai Hospital, Mount Sinai Hospital Groups, Inc., Mount Sinai Beth Israel, Mount Sinai Brooklyn, Mount Sinai Queens, Mount Sinai Morningside, Mount Sinai West, The New York Eye and Ear Infirmary of Mount Sinai, or the then-current name of each of the foregoing, and/or any future member/entity controlled directly or indirectly by the Mount Sinai Health System.

“MSHS Member” means, individually and collectively, all present and former employees (full time or part time), including faculty, medical staff, residents, post-doctoral fellows, and trainees of any entity in MSHS. MSHS Member also includes any individuals who participated or are participating in research projects through MSHS (including, for example, visiting faculty, industry personnel, consultants, volunteers, visitors, students, and other persons).

“MSHS Member Inventor” means an MSHS Member who conceives an Invention, authors a Work, or produces Tangible Property or Trademark.

“MSIP” means Mount Sinai Innovation Partners.

“Patent” means the exclusive right granted for an Invention. A patent provides the patent owner with the right to decide how, when, and where an Invention can be used by others.

“Public Disclosure” means a verbal or written description of an Invention provided without a written confidentiality agreement to any person who is not a current MSHS employee. A Public Disclosure may be, for example, a manuscript submission, a manuscript pre-print or pre-publication (online or otherwise), a presentation made at an MSHS facility, an open lecture, a thesis defense, an informal discussion at a symposium, a poster for a conference, a telephone call, a question-and-answer session, or any online or social media posting.

“Scholarly Work” has the meaning set forth in Section 3B.

“Tangible Property” means tangible (corporeal) items produced by or on behalf of an MSHS Member in accordance with Section 4A. Tangible Property includes, for example, biological materials, chemicals, engineering drawings, data, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams,

and/or equipment, in each instance if any of the foregoing are not protectable by patents, copyrights, or trademarks.

“Trademark” means a sign, symbol, word, phrase, slogan, design, or expression capable of distinguishing the goods or services of one enterprise from those of other enterprises.

“Work” means an original expression that is fixed in a material form. Works range from books, music, paintings, sculpture, and films to computer programs, databases, advertisements, maps, and technical drawings.

2. Inventions and Patents

This Section 2 addresses the disclosure and assignment of ownership of Inventions whether patentable or not.

- A. MSHS owns all Inventions conceived or reduced to practice, or otherwise made by an MSHS Member:
 - i. that (a) are related to or made as a consequence of the duties for MSHS of the MSHS Member or (b) are conceived in whole or in part through know-how, knowledge, and/or skills originated, developed, or expanded in the course or scope of duties for MSHS of the MSHS Member;
 - ii. with more than Incidental Use of MSHS resources, equipment, supplies, or facilities;
 - iii. using funds administered by MSHS; or
 - iv. under a consulting agreement that does not conform to MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.

- B. This Policy applies to all MSHS Members.
 - i. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. Regardless, by virtue of their relationship with MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
 - a. shall cooperate fully with MSHS regarding all aspects of Intellectual Property protection, development, and licensing; and
 - b. do hereby irrevocably assign to MSHS all right, title, and interest in Inventions and related Intellectual Property falling within the scope of Section 2A. This assignment is effective as of the first date of an MSHS Member’s employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.
 - ii. The Policy does not apply to Inventions generated in the delivery of clinical care by voluntary, non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if such Invention is either (1) generated outside of the delivery of clinical care by such

voluntary, non-salaried clinicians utilizing any funds administered by MSHS or (2) with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 2B(ii) shall not apply to such Inventions.

- C. Pursuant to Section 6, MSHS will share the financial consideration it receives from transactions related to Inventions falling under Section 2A.
- D. In the event that an MSHS Member hires and/or engages non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to develop Inventions, a written agreement must be in place requiring any non-MSHS Member to agree that such Inventions are solely owned and assigned to MSHS. This paragraph does not apply to non-employee collaborators.

3. Copyrights

This Section 3 addresses the disclosure and assignment of ownership of Works.

- A. MSHS owns all Works, and the Copyrights thereto, authored by an MSHS Member:
 - i. that (a) are related to or made as a consequence of the duties for MSHS of the MSHS Member or (b) are authored in whole or in part through know-how, knowledge, and/or skills originated, developed, or expanded in the course or scope of the duties for MSHS of the MSHS Member;
 - ii. with more than Incidental Use of MSHS resources, equipment, supplies, or facilities;
 - iii. using any MSHS brand (see the Mount Sinai Health System Brand and Identity Legal Guidelines)
 - iv. using funds administered by MSHS; or
 - v. under a consulting agreement that does not conform to MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.
- B. Works fulfilling any criteria of Section 3A (i–v) are Commercial Works. Commercial Works specifically exclude Works that are authored outside of the course or scope of the duties for MSHS of an MSHS Member, and with no more than Incidental Use of MSHS resources or facilities, and not using any MSHS brand, and with no use of funds administered by MSHS (“Individual Works”). Commercial Works further exclude the actual publication of any Work that is authored by any MSHS Member and published by a scholarly publication, such as a journal article, poster presentation, or a textbook (“Scholarly Works”).
- C. This Policy applies to all MSHS Members.
 - i. All Commercial Works and the Copyrights thereto are owned by MSHS. All rights in Individual Works and Scholarly Works shall remain with the author. MSHS retains the final right to determine if a Work is a Commercial Work, an Individual Work, or a Scholarly Work.

- ii. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. Regardless, by virtue of their relationship with MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
 - a. will cooperate fully with MSHS regarding all aspects of Intellectual Property protection, development, and licensing; and
 - b. do hereby irrevocably assign to MSHS all right, title, and interest in works and related Intellectual Property falling within the scope of Section 3A. This assignment is effective as of the first date of an MSHS Member's employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.
 - iii. This Policy does not apply to Works generated in the delivery of clinical care by voluntary, non- salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if such Works are generated outside of the delivery of clinical care by such voluntary, non-salaried clinicians utilizing any funds administered by MSHS or with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 3C(iii) shall not apply to such Works.
- D. Pursuant to Section 6, MSHS will share the financial consideration it receives from transactions related to Commercial Works.
- E. Where applicable, Commercial Works are works for hire under Federal copyright law. Examples of Commercial Works include, for example, websites, software, source code and documentation, courseware, and databases.
- F. In the event that an MSHS Member hires and/or engages non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to generate or prepare , such as reports, computer software, architectural or engineering drawings, illustrations, designs, or artistic works, a written agreement must be in place with such non-MSHS Member acknowledging that such works are works-for-hire under the Copyright Act and solely owned and assigned to the MSHS and, to the extent they are not works-for-hire under the United States Copyright Act of 1976, such works are nonetheless assigned to and solely owned by the MSHS.
- G. Original course materials developed by the MSHS Members for teaching and educational purposes at the MSHS belong to the MSHS Member authoring such work. Notwithstanding the foregoing, if more than Incidental Use of MSHS resources are utilized in the creation of such course materials or if course materials are created for any use beyond teaching and education purposes at the MSHS, the MSHS reserves the right to own such original course materials, and if the MSHS asserts ownership, the MSHS Member hereby assigns to the MSHS, any such materials and/or the form of media conveying the content of such

materials (e.g. video or sound recordings of a class or a lecture). With respect to videotaping or otherwise recording course content, every practical effort must be made to obtain written consent from anyone who will appear in the final program; consent to proceed with the videotaping must be obtained from the Dean of the Graduate School, the Dean for Medical Education and/or the Dean of ISMMS; and all regulatory requirements must be satisfied. Furthermore, prior to distribution outside of the MSHS, permission must be obtained from the Dean of the Graduate School and of ISMMS. If the MSHS collaborates with a third party to provide online course content for distance learning or other purposes, the MSHS Members are expected to cooperate with the third party's requirements to enable such activities. For clarity, software developed by an MSHS Member for use in the presentation of educational content is owned by the MSHS under this Section 1.3.

4. Tangible Research Property

This Section 1.4 addresses the disclosure and assignment of ownership and distribution of Tangible Research Property.

- A. MSHS owns all Tangible Research Property if created by an MSHS Member:
 - i. that (a) are related to or made as a consequence of the duties for MSHS of the MSHS Member or (b) are conceived in whole or in part through know-how, knowledge, and/or skills originated, developed, or expanded in the course or scope of the duties for MSHS of the MSHS Member;
 - ii. with more than Incidental Use of MSHS resources, equipment, supplies, or facilities;
 - iii. using funds administered by MSHS; or
 - iv. under a consulting agreement that does not conform to MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.

- B. This Policy applies to all MSHS Members.
 - i. All Tangible Property that is the subject of this Policy is owned by MSHS.
 - ii. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. Regardless, by virtue of their relationship with MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
 - a. shall cooperate fully with MSHS regarding all aspects of Intellectual Property protection, development, and licensing; and
 - b. do hereby irrevocably assign to MSHS all right, title, and interest in Tangible Property and related Intellectual Property falling within the scope of Section 4A. This assignment is effective as of the first date of an MSHS Member's employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.

- iii. This Policy does not apply to Tangible Property generated in the delivery of clinical care by voluntary, non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if Tangible Property is generated (1) in the performance of research by such voluntary, non-salaried clinicians utilizing any funds administered by MSHS or (2) with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 4B(iii) shall not apply to such Tangible Property.
- C. Tangible Property is separate and distinct from intangible (or intellectual) property such as Patents, Copyright and Trademarks, although MSIP may determine that individual items of Tangible Property maybe associated with one or more intangible properties such as a patent, copyright, or trademark.
- D. MSHS Members may hire and/or engage non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to develop Tangible Property only under a written agreement requiring such non-MSHS Member to agree that such Tangible Property is solely owned and assigned to MSHS. This paragraph does not apply to non-employee collaborators.
- E. Pursuant to Section 6, MSHS will share the financial consideration it receives from transactions related to Tangible Property falling under Section 4A.
- F. It is MSHS's policy to promote the prompt and open exchange of Tangible Property with academic/scientific colleagues outside of the immediate laboratory under a material transfer agreement and/or data transfer agreement negotiated and approved by MSIP, and other department(s) and committee(s) designated by MSHS, such as the Data Use Committee. Any proposed transfer of Tangible Property to industry or other commercial entity must occur under an IP Agreement, and such agreement may include payments to MSHS by the party to receive such Tangible Property, which will be treated as consideration received under Section 6.

5. Trademarks

This Section 5 addresses the disclosure and assignment of ownership and distribution of Trademarks.

- A. MSHS owns all Trademarks created by an MSHS Member:
 - i. that (a) are related to or made as a consequence of the duties for MSHS of the MSHS Member or (b) are generated in whole or in part through know-how, knowledge, and/or skills originated, developed, or expanded in the course or scope of the duties for MSHS of the MSHS Member;
 - ii. with more than Incidental Use of MSHS resources, equipment, supplies, or facilities;
 - iii. using funds administered by MSHS; or

- iv. under a consulting agreement that does not conform to MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.
- B. This Policy applies to all MSHS Members.
- i. All Trademarks that are the subject of this Policy are owned by MSHS.
 - ii. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. Regardless, by virtue of their relationship with MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
 - a. shall cooperate fully with MSHS regarding all aspects of Intellectual Property protection, development, and licensing; and
 - b. do hereby irrevocably assign to MSHS all right, title, and interest in Trademarks and related Intellectual Property falling within the scope of Section 5A. This assignment is effective as of the first date of an MSHS Member's employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.
 - iii. This Policy does not apply to Trademarks generated in the delivery of clinical care by voluntary non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if Trademarks are generated in the performance of research by such clinicians utilizing any funds administered by MSHS or with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 5B(iii) shall not apply to such Trademarks.
- C. MSHS Members may hire and/or engage non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to develop Trademarks only under a written agreement requiring such non-MSHS Member to agree that such Trademarks are solely owned and assigned to MSHS. This paragraph does not apply to non-employee collaborators.
- D. Pursuant to Section 6, MSHS will share financial consideration it receives from transactions related to Trademarks falling under Section 5A.

6. Equity, Investment, and Distribution

This Section 6 addresses consideration received with respect to Intellectual Property.

- A. This distribution policy is applicable to all IP Agreements with an effective date on or after June 1, 2024 and is not retroactive to IP Agreements executed prior to such date regardless of the disclosure date of the Intellectual Property to MSIP.
- B. Consideration received from Intellectual Property will be allocated in the following manner:

- i. Deductions from gross consideration include, in the following order:
 - a. Fifteen percent (15%) deducted for institutional overhead;
 - b. previously unrecovered out-of-pocket expenses related to the protection, defense, commercialization, or licensing of Intellectual Property, including reserves held for identified and anticipated near or long-term expenses;
 - c. previously unrecovered investment made in Intellectual Property;
 - d. payments due to any third party, although certain contractual obligations to a third party may supersede the order of deductions taken above.
- ii. After deductions as outlined in Section 6B(i) are taken, the remaining consideration will be distributed pursuant to this Section 6B(ii) on a lifetime, cumulative, per license basis for each license that includes Intellectual Property (i.e. consideration will be distributed on a license-by-license basis):
 - a. For the first \$1,000,000 of remaining consideration received from a license:
 - 50% to the MSHS Member Inventor(s) or distributed in accordance with the Inventors Sharing Agreement
 - 45% to MSHS
 - 5% to the laboratory of the MSHS Member in which such Intellectual Property was generated, if such MSHS Member is employed at MSHS at the time of distribution.
 - b. For any remaining consideration in excess of \$1,000,000 received from a license:
 - 33.3% to the MSHS Member Inventor(s) or distributed in accordance with the Inventors Sharing Agreement
 - 61.7% to MSHS
 - 5% to the laboratory of the MSHS Member in which such Intellectual Property was generated, if such MSHS Member is employed at MSHS at the time of distribution.

MSHS may choose, in its sole discretion, to distribute consideration pursuant to 6B(ii) on the basis of an Intellectual Property asset rather than on a per license basis, for example, if the same Intellectual Property asset is included in numerous licenses simultaneously.

- C. If MSHS decides to make an investment specifically for the advancement, development or creation of Intellectual Property, such investment may (at the sole discretion of MSHS) be governed by a written agreement between MSIP and the MSHS Member whose research and/or Intellectual Property is the subject of such investment.
- D. Any financial consideration that is received by MSHS in exchange for rights to either an Institutional Asset or Intellectual Property that is disclosed to MSHS in an untimely manner will not be distributed by MSHS pursuant to Section 6B of this Policy.

- E. Any financial consideration that is received by MSHS under any service, research, or other agreement that grants an outside entity access to, or rights in, any MSHS Intellectual Property, which financial consideration is expressly for funding the direct or indirect cost of educational, laboratory, patient care, research, or scientific activities or purchasing of equipment or supplies, will not be distributed by MSHS pursuant to Section 6B of this Policy.
- F. When MSHS accepts Equity in a company, MSHS will make all decisions regarding disposition of such Equity; the concerned MSHS Members' sole right being the receipt of their allocated share of the cash or cash equivalent of such Equity at such time and in such form as MSHS shall deem appropriate. Distribution of the cash or cash equivalent of Equity will take into account any legal or relevant restrictions and be subject to the allocations described in Section 6B. MSHS shall distribute cash or cash equivalents pursuant to this Policy, upon conversion of Equity to cash, in accordance with (i) the appropriate allocated share of such Equity provided for pursuant to Section 6G, and (ii) schedules established in this Policy, or other relevant policies.
- G. When MSHS enters into an IP Agreement with a company in which one or more MSHS Members individually or collectively (i) have, prior to such transaction, but after becoming MSHS Members, or (ii) obtain as a result of such transaction, or (iii) obtain reasonably near the time of such transaction Equity in such company ("Member Equity"), the following provisions shall apply:
 - i. Such IP Agreements are subject to applicable laws, regulations, and institutional policies INCLUDING THOSE RELATED TO obligations to disclose outside financial interests of faculty members and their related parties, addressing conflicts of interest and the management thereof. All such IP Agreements will be reviewed by the Mount Sinai Office of Industry Engagement and Conflicts of Interest and applicable MSHS leadership to document and manage related MSHS Member conflicts of interest. Conflict of interest management plans that safeguard MSHS research, education, and clinical care and govern the related activities of MSHS Members will be issued to applicable MSHS members
 - ii. The MSHS Members must disclose all Member Equity or other compensation to MSHS before MSHS enters into such transaction.
 - iii. If the amount of Member Equity is less than or equal to the amount of Equity received by MSHS in such company as a result of the IP Agreement, the Inventor Share associated with such IP Agreement will be reduced by MSHS in an amount equal to the cash equivalent of the Member Equity at the time that MSHS liquidates its Equity, such amount being retained fully by MSHS
 - iv. If the amount of Member Equity is greater than the amount of Equity received by MSHS in such company as a result of the IP Agreement, such IP Agreement will be referred to MSHS leadership for further review. The Inventor Share associated with such IP Agreement may be reduced or

- eliminated, such amount reduced or eliminated from the Inventor Share being retained fully by MSHS.
- v. Subject to full disclosure of all applicable information by the MSHS Members, any reduction of the Inventor Share will be documented by written agreement at the time of the transaction or within a reasonable time thereafter.
- H. MSHS reserves the right to reevaluate, modify, or require return of the portion of Inventor Share to which an MSHS Member may be otherwise entitled based on the MSHS Member's conduct, including, for example, violation or breach by the MSHS Member of this Policy, the MSHS oath of allegiance, MSHS business and financial conflict of interest policies, and/or any other applicable institutional policy (*e.g.*, Faculty Handbook and the Postdoc Handbook).
- I. MSHS will retain:
- i. the Inventor Share of an MSHS Member who waives participation in all or part of their Inventor Share,
 - ii. the Laboratory Share when there is no laboratory associated with the MSHS Member Inventors; or
 - iii. the Laboratory Share when no MSHS Member Inventor is employed by MSHS at the time of distribution.
- J. MSIP's goal is to complete distributions within sixty (60) days of MSIP receiving any payment from a third party. However, when annual aggregate gross revenue relating to such Intellectual Property is less than \$10,000, MSIP's goal is to complete distributions once per year at 60 days from the beginning of the following calendar year.
- K. In cases where a piece of Intellectual Property is generated by multiple MSHS Member Inventors or an IP Agreement includes two or more pieces of Intellectual Property generated by MSHS Member Inventors, the MSHS Member Inventors will reach agreement on the fair and equitable distribution of the Inventor Share proportionate to their relative contributions to the piece(s) of Intellectual Property. The MSHS Member Inventors may agree to distribute a portion of the Inventor Share to anyone who made a personal and identifiable intellectual contribution to the Intellectual Property ("Contributors"). The agreement ("Inventors Sharing Agreement") will be in a written form provided by MSIP and signed by all such MSHS Member Inventors. If the MSHS Member Inventors cannot establish an objectively fair and equitable Inventors Sharing Agreement, an MSHS Member Inventor can so notify MSIP, which will then request the Dean for ISMMS to form a committee to make an objective assessment of the relative contributions of the relevant MSHS Member Inventors and Contributors with input from MSIP and deliver an appropriate recommendation that, with the approval of the Dean of ISMMS, will be binding on the relevant MSHS Member Inventors and Contributors. If the Dean for ISMMS has an actual or potential interest in a disputed Inventors Sharing Agreement, responsibility for forming any committee and approving its recommendation will pass to the Chief

Executive Officer (CEO) of MSHS or the CEO's impartial designee. In the absence of an Inventors Sharing Agreement or committee recommendation, if necessary for the purposes of both fairness to the MSHS Member Inventors and good faith compliance with this IP Policy, MSIP reserves the option to either delay distribution of any portion of the Inventor Share or make a reasonable, partial distribution of the Inventor Share.

7. **Intellectual Property Management Processes**

- A. MSHS will manage Intellectual Property through MSIP, which is the department responsible for facilitating the development and licensing of MSHS Intellectual Property for public benefit while securing a fair and equitable financial return for MSHS in accordance with the following processes.
- B. Intellectual Property Disclosure:
- i. All Intellectual Property subject to the Policies described herein must be promptly disclosed to MSIP in a confidential document in a form provided by MSIP, prior to the earliest anticipated Public Disclosure or publication of such Intellectual Property. MSHS strongly encourages MSHS Members to disclose Intellectual Property to MSIP as soon as possible and no fewer than sixty (60) days prior to the earliest anticipated Public Disclosure or publication of such Intellectual Property.
 - ii. An Intellectual Property disclosure shall:
 - a. be sufficiently complete in technical detail to convey a clear understanding (to the extent known at the time of the disclosure) of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the Intellectual Property,
 - b. name any person believed to be an inventor or author to the best of the knowledge of the MSHS Member Inventors,
 - c. identify in detail any federal or non-MSHS funding source potentially relevant to the Intellectual Property,
 - d. whether any inventor holds a dual appointment with another institution, and
 - e. identify any public disclosure, public use, or sale of the Intellectual Property, whether a manuscript describing the Intellectual Property has been submitted for publication, and, if so, whether it has been accepted for publication at the time of disclosure.
 - iii. MSHS Member Inventors are required to timely update their disclosures in light of additional information or changed circumstances.
 - iv. Failure to fully describe the Intellectual Property and/or to provide MSIP with sufficient time to perform an evaluation and formulate a patent and/or commercialization strategy may be a breach of contract or violation of Federal law. Failure to make a full and timely disclosure may also jeopardize MSHS's ability to obtain meaningful Intellectual Property protection and commercially advance valuable assets.
- C. Commercial Development and Partnering:

- i. MSHS has the sole authority to make decisions regarding the Intellectual Property it owns and MSIP has been delegated to make and administer these decisions.
- ii. Should MSIP decline or abandon the pursuit of Intellectual Property protection or partnering for commercial development, MSIP will notify the applicable MSHS Members of its determination, and MSIP will consider in good faith a request for a commercially reasonable license to such MSHS Members. Any such license will be conditioned upon, at least, the following requirements:
 - a. MSHS shall establish, in its sole discretion, a royalty on consideration received by the MSHS Members;
 - b. Satisfaction of any obligations to any government and any sponsors of the underlying research;
 - c. Grant to MSHS of an irrevocable, perpetual, royalty-free, nonexclusive, sublicensable worldwide right and license to use the Intellectual Property for research, education and clinical care purposes;
 - d. Limitations on MSHS's liability and indemnity;
 - e. Warranty that the MSHS Members have disclosed to MSIP all facts and circumstances relevant to assessing the Intellectual Property to the best of their knowledge in accordance with 7B(i); and
 - f. Reporting obligations to provide to MSIP with a copy of any agreements containing milestone, royalty, Equity, or other remuneration in exchange for access to the Intellectual Property and the right of MSHS to perform audits in a manner customary with prevailing market practices.

8. Miscellaneous Provisions

- A. Services for Third Parties (Consulting):
 - i. All consulting agreements must comply with the MSHS Policy on Financial Relationships with Outside Entities and all associated Conflict of Interest Office ("COI") processes. Consulting agreements must be reviewed and approved in accordance with COI Office practices. Any consulting agreement that does not conform to the posted approval process (see Review and Approval of Arrangements with Outside Entities) is a violation of the employment agreement and may further be a violation of other MSHS policies.
 - ii. MSHS recognizes that MSHS Members may provide consulting services for third parties that might result in the generation of new Intellectual Property. MSIP must be informed of any Intellectual Property generated by an MSHS Member while consulting for a third party in the absence of a consulting agreement, or if, under a consulting agreement, such Intellectual Property meets the criteria of Section 2A, 3A, 4A or 5A, or if there was:
 - a. any use of MSHS confidential or proprietary information,
 - b. more than Incidental Use of MSHS resources or facilities, or

- c. any use of funds administered by MSHS.
- B. Conflict of Interest
- i. Any form of income received by an MSHS Member (or Related Person as defined by the Policy on Financial Conflicts of Interest in Research), resulting from an Intellectual Property related transaction, including Equity, is subject to the applicable MSHS, federal, state, and municipal laws, rules, and regulations and MSHS policies.
- C. Interpretation and Oversight:
- i. All policies, rules, guidelines, processes, and other practices of MSHS regarding Intellectual Property are subject to applicable federal, state, and municipal laws, rules and regulations including, without limitation Title 35 of the United States Code, and the rules and regulations of the National Institutes of Health and other Federal sponsors for research.
 - ii. To the extent that inconsistencies develop between MSHS policies and applicable laws and regulations, the latter shall prevail.
 - iii. Section references contained herein are to the sections within this Policy unless otherwise specified.
 - iv. All disputed issues that cannot be resolved with the assistance of MSIP will be referred by MSIP to the appropriate institutional official. For disputes related to the interpretation of Intellectual Property policies and processes described herein, the Dean of ISMMS shall have the final authority.
 - v. The chief executive of MSIP is the MSHS Officer with oversight of MSIP. The Innovation Sub-Committee of the Board of Trustees of MSHS will liaise with the chief executive of MSIP in oversight of MSIP.
 - vi. Unless the context of any section clearly requires otherwise, references to the plural include the singular, the singular the plural, and the part the whole.
 - vii. This policy is effective as of June 1, 2024 and may be modified or changed from time to time.
 - viii. Interpretation, modification, or waivers of any of the provisions of this Policy may be implemented by the Dean of ISMMS or the Dean's designee. If the matter is unrelated to ISMMS, the Chief Executive Officer (CEO) of MSHS or the CEO's designee will have the sole authority to grant the foregoing.