



IP POLICY

The primary focus of the Children's Tumor Foundation (hereinafter designated CTF) in funding scientifically meritorious research is to advance its mission of improving the quality of life for individuals with NF. CTF recognizes that intellectual property having public health, scientific, business or commercial application or value may be developed in the course of research supported by CTF. It is the desire of CTF that such intellectual property be administered in such a manner that they are brought into public use at the earliest possible time. CTF recognizes that this may be best accomplished through patenting, copyrighting, and/or licensing.

“Intellectual Property” is any discovery, material, method, process, product, program, software or use whether or not patented or patentable or copyrighted or copyrightable, that

i) has an application of value such that its use, licensing, lease or sale can generate revenue; and

ii) has been conceived and/or reduced to practice from scientific research funded in whole or part by the CTF.

Whereas, the CTF is a not-for-profit organization supported by public contributions;

Whereas, CTF, since 1978, has used these public contributions to fund scientific research on the cause of NF and the attempts to improve the quality of life for individuals with NF; and

Whereas, CTF believes that it has a responsibility to adopt policies that will insure that any potentially beneficial Intellectual Property is developed and made available to the public without regard to commercial profitability;

Therefore, CTF hereby adopts the following IP policy with the intent that any such Intellectual Property is brought to practical application.

1. This IP Policy will be adhered to by, and is binding on, all Grantee Institutions and Awardees (hereinafter, collectively “Grantees” and individually “Grantee”). Acceptance of the award constitutes acceptance of the terms and conditions of this IP Policy.

2. Grantee shall make reasonable endeavours to make any such Intellectual Property available for public benefit.

3. In the event that the Grantee decides to pursue patent or copyright protection for any Intellectual Property,

i) it shall notify CTF in writing within fifteen (15) days from having taken such decision, it shall provide CTF with a copy of the application for patent or copyright rights within fifteen (15) days from having filed such application, and CTF shall maintain such information in a confidential manner; and

ii) it shall notify CTF in writing within sixty (60) days from receipt of any patent or copyright in any country.

4. In case of paragraph 3, and in the event that any third party, other than Grantee, CTF or the US government, owns rights to any such patent or copyright or application therefore, Grantee shall

i) so notify CTF at the same time it notifies CTF under Paragraph 3 i) ;

ii) request any such third party to manage any such patent or copyright or application therefore in a way that does not conflict with the present IP Policy; and

iii) if this request is refused, confer in good faith with CTF and any such third party to arrive at a mutually acceptable resolution in conformity with CTF's policy of bringing appropriate inventions to practical application as expeditiously as possible;

5. In the case of paragraph 3

a) in the event that Grantee decides to sell or assign any patent or copyright, or application therefore, it shall notify CTF within fifteen (15) days after such sale or assignment.

b) in the event that Grantee decides to grant a license under any such patent or copyright, or application therefore, it shall notify within fifteen (15) days after such license is granted

e) in the case of paragraphs 5(a) or 5(b), such notice shall

i) identify the transferee or licensee;

ii) include the exclusivity terms of any such license; and

iii) to the extent permitted by such transfer or license agreement, include all other terms of such transfer or license.

and CTF is to maintain this information in a confidential manner.

f) in the case of paragraphs 5(a) and 5(b), such transferee or licensee shall hold the patent or copyright subject to the provisions of this IP Policy

6. a) In case of paragraphs 3 or 5, and subject to Grantee's, transferee's or licensee's obligations to the US Government and its agencies under the Bayh-Dole Act,

i) the patent or copyright or application therefore shall not be abandoned without notifying CTF in writing and permitting it to take title and pursue the patent or copyright at its own expenses; and

ii) if, after a reasonable period of time, not to exceed three (3) years from the award of a patent or copyright, the Grantee, its transferee or licensee, has not caused the patented or copyrighted Intellectual Property to be licensed or optioned, or otherwise made available for public benefit, CTF shall have the right: (i) to require justification for such failure, and (ii) to require the grant of a non-exclusive license to a responsible applicant, upon reasonable terms, and if such a request is refused, CTF shall be authorized to grant such a license itself on such terms as it determines are reasonable.

7. Upon written request, Grantee shall provide CTF with a summary report of any Intellectual Property commercialization efforts.

8. CTF reserves the right to participate in financial remuneration on a mutually agreed level should Grantee or any other organization, institution or individual elect to retain financial remuneration from any Intellectual Property. There shall therefore be a distribution to CTF of income derived any Intellectual Property, including any equity disposition, and such distribution shall reasonably be related to CTF's proportion of funding to the creation of any such Intellectual Property.

9. CTF reserves the right to publicize CTF support for any patent or copyright issued from any Intellectual Property in accordance with its confidentiality obligations under this IP policy and requests that the Grantee and their institution acknowledge such CTF support. CTF shall provide the Grantee with prior written notice and the opportunity to comment on any such publicity. Similarly, Grantee shall provide CTF with prior written notice and the opportunity to comment on any such publicity that is done by Grantee.

I have received the attached IP Policy and in consideration of receipt of funds from CTF agree to abide by the terms contained herein.

Officer / Authorized Agent of Grantee-Recipient Signature:

Date:

Applicant Signature:

Date:

Acknowledged – Children's Tumor Foundation Signature:

Date: