

## ATP-Bio Intellectual Property Policy

### Intellectual Property Policy

1. Nothing in this policy shall be deemed to supersede the intellectual property and/or technology transfer policies of any Academic Member. In the event of a conflict between this policy and such policies, Academic Member policy shall control.
2. Definitions.
  - 2.1. “**Core Research**” means research and research-related activities that are: (a) conducted by an Academic Member and (b) funded by the Center.
  - 2.2. “**Sponsored Research**” means research and research-related activities that are: (a) not Core Research, (b) conducted by an Academic Member, and (c) financially supported solely by funds provided by one or more ATP-BioPartners (excluding Membership Fees) and initiated via a separate sponsored research agreement.
  - 2.3. “**Center Intellectual Property**” (Center IP) means intellectual property, including inventions, discoveries, software, that is conceived, created, discovered, developed, or otherwise generated in the performance of Core Research.
    - 2.3.1. Academic and/or scholarly works products such as publications and presentations are excluded from Center IP.
  - 2.4. “**Sponsored Research Intellectual Property**” means intellectual property, including inventions, discoveries, and software, that is conceived, created, discovered, developed, or otherwise generated in the performance of Sponsored Research.
3. Right, title, and interest in and to Sponsored Research Intellectual Property will be governed by the terms of the separate sponsored research agreement and are not governed by this Agreement.
4. Right, title, and interest in and to Center IP shall be determined in accordance with appropriate US law and pursuant to appropriate ATP-Bio Academic Member(s) intellectual property policy and/or employee agreements.
5. Center IP created, discovered, developed, or otherwise generated by two or more Academic Members shall be jointly owned by such Members, and such joint ownership shall be determined in accordance with U.S. law. The joint owners shall create an inter-institutional agreement to determine the control of the preparation, filing, prosecution of patent applications, and licensing concerning such jointly owned intellectual property. The Academic Member that employs the lead academic inventor shall normally be the lead institution in the inter-institutional agreement.
6. Academic Members shall solicit disclosure of new Center IP through their existing technology transfer or other administrative departments (“TTO”) via existing invention disclosure processes. Within four months of Member’s TTO accepting a complete disclosure of new Center IP, that Member (“**Disclosing Member**”) shall notify the Center Strategic Partner and Innovation (SPI) Director (“**Disclosure**”) of such Center IP (“**Disclosed IP**”). The Center shall treat the Disclosure as Center-related confidential information.
7. Disclosing Members agree not to grant any commercial rights to the Disclosed IP for a period of six months (6) months from Disclosure (“**Reservation Period**”).
  - 7.1. During the Reservation Period, any ATP-BioPartner may inform the Center of their interest (“**Reservation**”) in either (i) a royalty-bearing exclusive or non-exclusive license to the Disclosed IP (“**Commercial License**”), or (ii) a non-exclusive, royalty-free license to the Disclosed IP for non-commercial, internal research use only, for the term of said ATP-BioPartner’s membership, and upon other terms to be negotiated (“**Internal Use License**”), provided that for both (i) and (ii) above, such Disclosed IP was conceived, created, discovered, developed, or otherwise generated during the ATP-BioPartner’s membership in the Center. Faculty-initiated start-up companies may join the Center and make a Reservation during the Reservation Period. Reservations must be made in writing to the SPI. Upon termination of the Reservation Period, the Center will notify the Disclosing Member of all ATP-BioPartners who made a Reservation as well as the Center’s licensing recommendation for the Disclosed IP. If there are no Reservations, then the Disclosing

Member is free to seek commercial license opportunities with any Member or any third-party entity as provided below.

- 7.2. Sustaining ATP-BioPartners who made a Reservation and who have paid their annual membership fees (“**Primary Optionees**”) will be given the first opportunity to negotiate a license to the Disclosed IP. If there are no Primary Optionees, Full ATP-BioPartners who made a Reservation and who have paid their annual membership fees (“**Secondary Optionees**”) will be given the next opportunity to negotiate a license to the Disclosed IP. If there are no Primary or Secondary Optionees, Associate ATP-BioPartners who made a Reservation and who have paid their annual membership fees (“**Tertiary Optionees**”) will be given the next opportunity to negotiate a license. All aforementioned Optionees will work directly with the Disclosing Member to negotiate a license or licenses to the Disclosed IP. Optionees shall bear the cost of any patent prosecution on the Disclosed IP. Disclosing Member may conclude license(s) with any number of Optionees, including none at all, based on the Center’s licensing recommendation and the Disclosing Member’s discretion.
- 7.3. In the event that there is more than one Optionee from the same level of ATP-BioPartner membership, the lead Academic Member for the said IP will negotiate in good faith with the Optionees to determine license(s) and licensing terms such as “the field of use”. If the IP is jointly owned, the lead Academic Member of the said IP will negotiate with the Optionees as described and inform the other Academic Member(s) about the decision before licensing the IP.
8. All policies in this Article that apply to the filing, prosecution, maintenance, and licensing of patents in the U.S. also apply to filing, prosecution, maintenance and licensing of patents in any other country or region (i.e. EU) on a country-by-country (or region-by-region) basis.
9. All Center Sustaining, Full, and Associate ATP-BioPartners acknowledge and agree that their respective rights under this Article shall be subject to the Center’s and Core Academic Members’ obligations to and the rights of the United States Government, if any, as subject to the provisions of 35 U.S.C. 200, et seq., 37 C.F.R. Part 401, and including but not limited to NSF award guidelines and other applicable laws and regulations.
10. Academic Members shall handle distribution of licensing revenue from Center IP to their inventors, academic groups, supporting centers, and main institution per their respective existing policies and procedures regarding distribution of revenue from the commercialization of intellectual property. Within such internal guidelines, Academic Members are encouraged to include the Center as a supporting entity when determining distribution of such revenue in order to support continued Center activity.