

Consortium Agreement

Appendix D: Intellectual Property Policy of XDP Center

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1. Definitions

1.1. For the purposes of this Appendix D:

- 1.1.1. **“Intellectual Property”** shall mean any of the following (i) patents, patent applications, utility models, design registrations and certificates of invention and other governmental grants for the protection of inventions or industrial designs (including all related continuations, continuations-in-part, divisionals, reissues and reexaminations); (ii) copyrights, designs, data and database rights and registrations and applications for registration thereof; (iii) rights in know-how and unpatented materials (including but not limited to biological materials); and (iv) inventions, invention disclosures and, statutory invention registrations, whether patentable or nonpatentable, whether copyrightable or noncopyrightable
- 1.1.2. **“Results”** shall mean technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results and data of experiments, tests and trials, techniques and specifications, analyses) that is not in the public domain and made in the performance of the Collaborative Center for X-linked Dystonia Parkinsonism
- 1.1.3. **“Hospital”** is The General Hospital Corporation d/b/a Massachusetts General Hospital
- 1.1.4. The **“Recipient Institution”** is _____
- 1.1.5. The **“Center”** is The Collaborative Center for X-linked Dystonia Parkinsonism of Hospital
- 1.1.6. **“XDP”** is X-linked Dystonia Parkinsonism
- 1.1.7. The **“Researcher”** is the Recipient Investigator, or any staff members of Recipient Investigator’s lab as applicable, of Recipient Institution
- 1.1.8. The **“XDP Center Consortium”** The Researcher and the Recipient Institution hereby acknowledge and agree that they are participating in a community of investigators and organizations funded by the Center and its affiliates whose objective is to find diagnoses, treatments, cures and preventions of XDP.

2. Intellectual Property

- 2.1. For the purpose of clarity, the provisions of this article 2 shall apply only to Intellectual Property created or invented after the Effective Date using the funds detailed in Appendix B.
- 2.2. Ownership of any Intellectual Property shall follow inventorship, which follows US patent law. The place of invention shall not, in itself, create any ownership or other rights in any Intellectual Property.

- 2.3. Subject to the rights of any third parties, Intellectual Property independently invented or created by employees of Hospital shall be owned by Hospital. Hospital shall, at its own expense, Control the management of the Intellectual Property. "Control" shall mean the control and management of the preparation, filing, prosecution, maintenance and enforcement of patent and other rights for the Intellectual Property and the control and management of the licensing of, or other grants of rights in or to, the Intellectual Property.
- 2.4. Subject to the rights of any third parties, Intellectual Property independently invented or created by employees of Recipient Institution shall be owned by Recipient Institution ("Recipient IP"). Recipient Institution shall notify Hospital in confidence promptly of any Recipient IP. Recipient Institution shall make best efforts to protect Recipient IP in order to best protect the public interest in such Recipient IP by securing commercialization rights. In cases where the Recipient Institution does not have an intellectual property policy and/or capability to effectively commercialize Recipient IP, Recipient Institution shall assign all rights and interest in its Recipient IP to Hospital.
- 2.5. Where any Intellectual Property is created or generated jointly by Hospital and Recipient Institution the Intellectual Property will be jointly owned by the Parties. For such jointly-owned Intellectual Property, Hospital shall Control the Intellectual Property management, unless due to special circumstances the co-owners mutually agree for a co-owner other than Hospital to be in Control. The joint owners shall contribute equally to the payment of reasonable expenses related to the filing, prosecution and maintenance of the joint Intellectual Property. Recipient Institution may forgo paying a share of patent expenses for jointly owned Intellectual Property, but if it does it shall provide a perpetual, fully paid up, royalty free, exclusive worldwide, sublicensable, license to the same for all purposes to Hospital.
- 2.6. Where any third party such as a student or contractor is involved in the Project, the party engaging such third party will ensure that such third party assigns any and all Intellectual Property to the party.
- 2.7. Within thirty (30) days following the filing of a patent application (including provisional patent applications and each patent application filed corresponding to a previously filed provisional patent application) claiming any Recipient IP, the Recipient Institution shall give notice (a "Patent Notice") to the Center setting forth the date of filing of such patent application and shall include with such notice a complete and accurate copy of the patent application filed.
- 2.8. With respect to each patent (including any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent) claiming Intellectual Property relating only to XDP, the Recipient Institution shall, upon the written request of the Center and to the extent not prohibited by applicable law, grant to the Center a non-exclusive, paid-up, perpetual license throughout the world. The foregoing license (1) shall be for XDP research and development only, (2) shall not include any right to manufacture for sale or sell, (3) shall not be subject to royalties or other fees, and (4) shall include the right to grant sublicenses within the XDP Center Consortium on the same terms; provided, that, such sublicense (a) is granted without payment of royalties, other fees or profit, and (b) prohibits the sublicensee from granting sublicenses.
- 2.9. Notwithstanding article 2.4, or unless mutually decided otherwise, the Home Institution shall Control the commercialization and the management of the Intellectual Property at the Home Institution's expense.

Home Institution shall diligently pursue commercialization of Intellectual Property rights. As used herein, "Home Institution" shall be the institution where an inventor is an employee.

- 2.10. Any licensing income after deduction of out-of-pocket patent and licensing expenses made from the commercialization of Intellectual Property rights ("Net Income") shall be distributed according to the Home Institution's Intellectual Property Policy. However, Recipient Institution shall distribute four percent (4%) of its Net Income to the Center, one percent (1%) as an administrative fee to Hospital and the remaining ninety-five percent (95) percent shall be distributed in accordance with the Recipient Institution's intellectual property policies. All licensing income distributed to the Center shall be used to fund future research benefitting treatments for XDP with investigators of the XDP Center Consortium.

Notwithstanding anything to the contrary in this Agreement, the parties agree and acknowledge that faculty, staff members, or other employees of Center or Recipient Institution will publish or disseminate scholarly articles, books and other publications from time to time and that, subject to the policies of their Home Institution, the authors of all such publications may own the copyrights therein. Nothing in this Article 2 shall be deemed to limit the effect of this Article 2.11. The Researcher shall use reasonable efforts to publish, cause to be published or otherwise publicly disseminate Results as soon as reasonably possible. In addition, the publishing Researcher shall provide copies of published scientific articles describing Results to the Center within sixty (60) days after its publication. The publishing Researcher shall have (a) the sole and exclusive right to publish Results and (b) the sole and final authority over any and all decisions related to publication of Results. The Researcher hereby agrees to provide appropriate acknowledgement of the Center's support of, and contribution to, the Project in any publication and shall provide the Center promptly with the reference of any publication of Results. Researcher agrees to make reagents and research tools developed in the performance of the Study available to the XDP Center Consortium not later than 1 year after initial submission for publication or 6 months after termination or expiration of the Agreement, whichever is earlier.

- 2.11. Researcher agrees to make reagents described in manuscript available to the XDP Center Consortium no more than 1 year after initial submission for publication.
- 2.12. Researcher and/or the Recipient Institution shall inform the Center of all Results within a reasonable period of time following the production or discovery of each such Result.
- 2.13. The Center may disclose Results to any member of the XDP Center Consortium, who has agreed to each of the covenants set forth in this Section 2.13 with respect to any Results disclosed to such member:
- 2.13.1. to hold all third party results within the XDP Center Consortium in confidence until such third party results are published or otherwise made publicly available so that the disclosure of the third party results among members of the XDP Center Consortium does not constitute a public disclosure; and
- 2.13.2. to acknowledge other researchers appropriately if the third party results have contributed to a publication or presentation of Results.

2.14. One (1) year after the conclusion of the Project or termination or expiration of the Project, the Center shall have the right to disclose without restrictions all Results to any researcher with the XDP Center Consortium.

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Name:

Title:

Name:

Title:

Date

Date