

INTELLECTUAL PROPERTY POLICY

All research grants, fellowships and other awards made by the Damon Runyon Cancer Research Foundation (“DRCRF”) are subject to this policy. By accepting an award from DRCRF for a research project, the grantee and the institution(s) agree to be bound by the terms and conditions of this policy.

An essential part of DRCRF’s mission is to accelerate the translation of scientific breakthroughs into new diagnostic tools and treatments for cancer, and DRCRF recognizes that discoveries having commercial application or value may arise out of research supported by DRCRF. It is DRCRF’s intent that these discoveries are widely disseminated and become available for the public benefit at the earliest possible time. This policy sets forth DRCRF’s rights with respect to discoveries funded, in whole or in part, by DRCRF that have commercial application or value.

For purposes of this policy, “Intellectual Property” is defined as any invention, data, material, method, product, process, program, discovery, improvement, copyrightable work (excluding scientific publications) or other work product resulting from the performance of any research funded, in whole or in part, by DRCRF.

1. Unless otherwise agreed, title to Intellectual Property will reside with the grantee institution pursuant to the grantee institution’s intellectual property policies.
2. The grantee institution will, at its own expense, use diligent efforts to obtain patent and/or copyright protection, as applicable, for the Intellectual Property and to grant licensees under such Intellectual Property to third parties to commercialize the discoveries disclosed or claimed in the Intellectual Property in a thorough and diligent manner.
3. The grantee institution will inform DRCRF in writing promptly upon the filing of any patent application constituting Intellectual Property and the execution of any license agreement under which rights to practice such Intellectual Property commercially are granted to a third party. In addition, the grantee institution will provide DRCRF, on an annual basis, a written report describing the status of all patent rights constituting Intellectual Property, information regarding any licenses to commercialize the discoveries disclosed or claimed in the Intellectual Property, including consideration received under such licenses, and status of efforts by any licensees to commercialize the discoveries.
4. DRCRF will be entitled to receive a portion of all consideration, in any form, received by the grantee institution that arise out of the licensing or other exploitation of Intellectual Property, after amounts are distributed to individual inventors (but not distributions to institutional departments or laboratories) in accordance with the grantee institution’s written policies. The portion of such consideration to which DRCRF will be entitled will be equal to the quotient obtained by dividing (a) the amount of the award made by DRCRF for the research that resulted in the Intellectual Property by (b) all direct costs provided by funding sources, including DRCRF, for the research that resulted in the Intellectual Property, but in no event will Damon Runyon’s portion exceed 50%. For clarity, costs associated with the recruiting of scientific staff, laboratory start-up costs and other infrastructure costs may not be included in the foregoing calculation.
5. The grantee institution will be entitled to credit the following against any amounts due to DRCRF under this policy:
 - (a) an amount equal to the product obtained by multiplying (a) the amount of the award made by DRCRF for the research that resulted in the Intellectual Property and (b) the grantee institution’s approved NIH indirect cost rate at the time the award was made; and

(b) the reasonable, out-of-pocket costs incurred by the grantee institution for the preparation, filing and prosecution of patent rights included in the Intellectual Property that have not been reimbursed by a third party.

6. DRCRF and the grantee institution will negotiate in good faith and execute a royalty-sharing agreement consistent with the terms of this policy promptly following the filing of any patent application constituting Intellectual Property, and before any rights are granted to a third party to commercialize the discoveries disclosed or claimed in the Intellectual Property.

7. All information of a confidential nature disclosed to DRCRF pursuant to this policy will be maintained in confidence by DRCRF and will not be disclosed to any third party without the prior written consent of the grantee institution.

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