

Patent, Intellectual Property & Technology Licensing Policy

Though the primary purpose of the Foundation for Food & Agriculture Research (FFAR) in funding scientifically meritorious research is to advance its mission, FFAR recognizes that inventions having public health, scientific, business or commercial application or value may be made through research supported by FFAR.

It is the desire of FFAR that such inventions be administered in a manner that they are brought into public use at the earliest possible time. FFAR recognizes that this may be best accomplished through patenting, copyrighting and/or licensing such inventions.

Definitions

For the purposes of this Policy, these definitions are provided:

"Award" is the FFAR funding mechanism and accompanying financial support given to a specific Grantee to support the work and/or training of a specific Principal Investigator and any Co- Investigators.

"Collaborating Investigator" is an individual who contributes in a substantive way to the scientific development or execution of the research supported by a FFAR Award.

"Grantee" is the entity (university, medical center, hospital, research institute or any other organization) in which the work and/or training supported by FFAR funding will be conducted.

"Invention" is any discovery, composition of matter, method, process, product, program, software or know-how, whether or not patented or patentable or copyrighted or copyrightable, that is conceived or reduced to practice in the performance of a FFAR award and has an application of value such that its use, licensing, lease or sale can generate revenue.

"Inventor(s)" is the Principal Investigator, Co-Investigator(s) and/or Collaborating Investigator(s) (if applicable) who made an Invention.

"Net Income" shall mean gross income received by Grantee in respect of an Invention less distributions in accordance with Grantee's policy, including payments to Inventor(s) of the Invention, and unreimbursed directly assignable out-of-pocket expenses resulting from patenting and licensing for the Invention.

"Principal Investigator" (and "Co-Investigator(s)" if applicable) is the individual(s) receiving the award and responsible for the conduct of the research supported by a FFAR Award. Inventions are subject to FFAR's Patent, Intellectual Property and Technology Licensing Policy as set forth below.

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1. All Inventions shall be reported in writing to FFAR within 60 days of the date when the invention is disclosed to the Grantee where the work was done, and prior to any public disclosure. The report to FFAR should include a copy of the Grantee's invention disclosure form on which the Invention was reported, together with any subsequent versions that have substantive changes or additional information.
2. If the Grantee has an established and applicable patent, intellectual property or technology transfer policy and procedure for administering inventions, FFAR will defer to that policy with the following exceptions and requirements which shall control in the event of a conflict:
 - a. Title to any invention shall reside in the Grantee. To the extent that the Grantee's own policies permit individual Investigators to own any right, title or interest in any Inventions or the research results, the Grantee shall ensure that each Investigator complies with the provisions of this Policy with respect to such research results and Inventions.
 - b. Grantee and Inventor(s), if appropriate, shall promptly determine whether they desire to seek patent or other statutory protection for an Invention and shall notify FFAR in writing within 60 days of the decision to seek (or not seek) such

- protection. Grantee also must notify FFAR in writing within 60 days of a patent application being filed on any Invention, and any patent subsequently being issued, and/or of a license, lease, sale or revenue generating agreement concerning the Invention after their execution. No patent or patent application covering an Invention shall be abandoned by the Grantee without prior notification by the Grantee to FFAR and offering to assign to FFAR all right, title and interest to the Invention to the extent permitted by law.
- c. Notwithstanding any other provision of this policy and in consideration of the Award to the Grantee, FFAR may participate in the Net Income derived from any Invention in accordance with this IP Policy, and as permitted by law. FFAR's participation shall be determined, within one year after reporting of the Invention to FFAR, by mutual agreement between the Grantee or other titleholder and FFAR, with FFAR's rights hereunder not being affected if such determination is not made within said time period. The amount of FFAR's participation shall be guided by the principle that FFAR's sharing of income shall be in proportion to FFAR's portion of support, **with no less than a 3x but not higher than 6x return** on the Award that supported the work or research giving rise to the invention. FFAR waives receipt of income until the cumulative Net Income from an Invention reaches \$750,000.
 - d. The Grantee or other titleholder, when it exclusively licenses an Invention to another party for commercialization, shall include provisions in the license obligating the licensee to commercialize the Invention in a diligent manner and meet appropriate diligence requirements and concrete development milestones to avoid the license terminating, and the Grantee or other titleholder shall monitor performance of the licensee relative to these requirements and milestones. The Grantee or other titleholder, or its designee or licensee shall take commercially reasonable steps to bring the invention to practical or commercial application in a reasonable timeframe (based on type of invention) after issuance of a patent or other clear determination of commercial value.
3. If the Grantee has no established and applicable patent, intellectual property or technology transfer policy or procedure for administering inventions, title to any invention shall reside in the Grantee or Inventor(s) as agreed by them and the Grantee and Inventor(s) shall comply with all requirements in Sections 2b and 2d and FFAR shall have all rights set out in Sections 2c and 2d.

4. Situations with multiple funders in addition to FFAR. The right of FFAR to participate in revenue derived from an invention pursuant to section 2c is not waived in these situations.
 - a. Multiple funders. If any Invention results from funding by another funding organization, other than an agency or department of the United States Government, the Inventors and the Grantee will work with FFAR to negotiate with the other organization in good faith for a mutually satisfactory determination of rights to administer the Invention and determination of the fair share of the royalty or other income to be paid to the Grantee, Inventor(s), FFAR and other independent funding organization.
 - b. Federal funders. Notwithstanding any other provisions of this policy, if an Invention results from funding by an agency or department of the United States Government. Grantee agrees that for any such Invention, Grantee will elect to maintain title in such Invention, unless FFAR agrees in writing. Grantee and Inventors shall comply with all applicable laws and regulations of the United States Government covering the Invention.
5. FFAR recognizes there may be circumstances where limited or delayed dissemination of Inventions, including, without limitation, limited or delayed access to data generated under an Award, may be appropriate to protect legitimate interests of the Grantee, the Inventors, other funders, or participants in research studies. Such circumstances will be evaluated by FFAR and Grantee on a case-by-case basis.