

1. **Intellectual Property (IP).**

1.1 **Pre-existing Ownership.** Except as expressly provided in this Agreement, no express or implied licenses or other rights are provided by one Party to the other under any patents, patent applications, trade secrets or other proprietary rights. A Party's "Background Intellectual Property" shall mean patents, patent applications, materials, data analysis methods or other similar intellectual property existing as of the date of this Agreement.

1.2 **BC IP Policy.** The provisions of this Section are subject to applicable rights and responsibilities of BC under P.L. 96-517 and P.L. 98-620, BC's obligations to preceding or current project Collaborators, and its Intellectual Property Policy. BC states that to its knowledge it has no obligations nor has it granted any rights under the foregoing that would prevent BC from performing its obligations under this Agreement.

1.3 **Personnel.** Each Party shall obtain, or shall have obtained, from each of its personnel involved in the Project an agreement by which each of them assigns to such Party all of his or her right, title and interest in and to any invention or discovery conceived or reduced to practice in the performance of the Project.

1.4 **Inventions.** "Subject Inventions" shall mean patentable inventions or discoveries conceived and reduced to practice in the course of the Project by one or more employees of BC, or by one or more employees of Collaborator, or jointly by one or more employees of BC and one or more employees of Collaborator.

1.5 **Results.** All reports, findings, data and supporting documentation, in whatever form (e.g., laboratory notebooks, original data slides or computer records), that are prepared or generated solely by BC pursuant to this Agreement and that do not constitute Subject Inventions (collectively, the "Results") shall be the sole property of BC, provided that Collaborator may (i) use the Results for any purpose after BC has published the Results and (ii) disclose the Results to its then current and prospective investors, collaboration partners, consultants and advisors subject to appropriate obligations of confidentiality. Neither Party shall have the right to use unpublished Results for Commercial Purposes or to improve methods of analysis or performance of products or protocols beyond the Term of this Agreement in the absence of a license granting such rights. The foregoing notwithstanding, BC shall have the right to use the Results for research, teaching and educational purposes.

1.6 **Subject Invention Reporting and Ownership.** Each Party shall promptly report to the other Party any Subject Invention, which report shall be accompanied by an invention disclosure that describes in reasonable detail the substance of the discovery or invention (a "Disclosure Report"). In the case of BC, such Disclosure Report will be sent by the Office of Technology Transfer and Licensing within ten days of its receipt. Each Disclosure Report shall be treated as the Confidential Information of the other Party. Inventorship of Subject Inventions will be determined in accordance with United States Patent Law. All rights to Subject Inventions conceived solely by employees or agents of BC will belong solely to BC (a "BC Invention"). Should Collaborator desire to have a patent application filed and prosecuted on any BC Invention, Collaborator shall request in writing that BC prepare and submit the patent application with patent counsel of BC's choice and shall reimburse BC for all costs and expenses associated with the submission and prosecution of the patent application within thirty (30) days

of Collaborator's receipt of an invoice for these costs and expenses. All rights to Subject Inventions conceived solely by employees or agents of Collaborator without substantial use of BC resources will belong solely to Collaborator. All rights to Subject Inventions conceived jointly by employees or agents of BC and employees or agents of Collaborator, will belong jointly to BC and Collaborator (a "Joint Invention"). BC shall have the first right to file a patent application on a Joint Invention in the names of both Parties, unless otherwise agreed. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared except that, if one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of both Parties.

1.7 License Option. Collaborator shall have an exclusive option for a period of ninety (90) days after its receipt of a disclosure of any BC or Joint Invention to provide BC with written notice that it wishes to negotiate a license to that invention. The Parties agree to negotiate license terms in good faith and in a manner consistent with Section 1.8. The terms of any license shall be on the same terms as BC would negotiate with any non-Collaborating party and the price to be paid for use of the BC Invention shall be determined at the time the license is available. If (i) Collaborator fails to notify BC that it wishes to have a patent application filed and prosecuted or that it wishes to obtain a license to any BC Invention within such 90-day period as provided above, or (ii) BC and Collaborator fail despite their good faith efforts to enter into a license agreement during a subsequent 120-day period, then in each such case BC shall have the right to submit and prosecute patent applications at its own expense (save for amounts previously incurred by BC and billable to Collaborator as provided above) disclosing and covering the applicable invention, and shall have the right to license such patent applications and patents issuing thereon to any other party on an arm's length basis without any liability or other obligation of any type to Collaborator.

1.8 Patent License Terms. Any license granted pursuant to Section 1.7 shall be subject to the BC IP Policy and BC's existing agreements with other Sponsors or Collaborators and shall provide for the Collaborator (and its sublicensees, if any are permitted by BC): (i) to exert its best efforts to introduce products utilizing licensed technology into public use as rapidly as practicable; (ii) to provide royalties and other compensation that is usual and customary in the trade; (iii) to be subject to license termination in the event Collaborator has not introduced licensed products into public use, or is not actively seeking to do so, within a period of time acceptable to BC, or in the event that Collaborator is not in compliance with its other obligations, as set forth in the license; (iv) to provide for indemnity and insurance terms acceptable to BC; (v) to allow BC to retain a non-exclusive license, with the right to grant sublicenses, for research purposes; and (vi) to acknowledge that the rights of the United States of America as set forth under Public Laws 96-517 and 98-620 are specifically reserved.

1.9 Copyright. Subject to the conditions set forth below in this Section 1.9, Collaborator is entitled to elect (i) a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute, and perform all copyrightable materials included in the Results and delivered to Collaborator pursuant to the Statement of Work *other than* computer software and its documentation and/or informational databases; and (ii) a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform computer software and its documentation, and/or databases specified to be developed and delivered under the Statement of

Work for Collaborator's internal research use, within ninety (90) days of its receipt of such intellectual property. Collaborator is entitled to elect to negotiate a non-exclusive, royalty-bearing license to use, reproduce, display, distribute, and perform all copyrightable materials included in the Results and delivered to Collaborator pursuant to the Statement of Work, including computer software and its documentation and/or informational databases for commercial purposes, at BC's discretion. Computer software for which a patent application is filed shall be subject to the above provisions of Sections 1.7 and 1.8, above.

1.10 Tangible Research Property. In the event that either Party develops any tangible research property in the course of the Project, the Parties will determine the disposition of rights in this property by separate agreement. Any agreement will, at a minimum, reserve BC's right to use and distribute the property for non-commercial research purposes.

1.11 No Implied Licenses. BC reserves all rights not explicitly granted, and no license or other right is or shall be created or granted by implication, estoppel or otherwise. All such licenses and rights are or shall be granted only as expressly provided in this Agreement or in another written agreement between the parties.

2. Collaboration. Principal Investigator(s) shall be free to discuss the Project with other investigators and to collaborate with them. BC and the individuals participating in the Project for BC shall all be free to engage in similar research and inquiries made independently under other grants, contracts or agreements with or involving parties other than those to this Agreement.