

TUBEROUS SCLEROSIS ALLIANCE INTELLECTUAL PROPERTY POLICY

Though the primary focus of the Tuberous Sclerosis Alliance (hereinafter designated TS Alliance) in funding scientifically meritorious research on tuberous sclerosis complex (TSC) is to advance its mission of finding a cure for TSC while improving the lives of those affected, the TS Alliance recognizes that potentially patentable inventions or other intellectual properties (hereinafter called the "Properties") having public health, scientific, business or commercial application or value may be made in the course of research supported by the TS Alliance. It is the desire of the TS Alliance that such Properties be administered in such a manner that they are brought into public use at the earliest possible time. The TS Alliance recognizes that this may be best accomplished by protecting and licensing proprietary rights in the Properties.

The TS Alliance is a not-for-profit organization supported by public contributions that has used these contributions to support scientific research on TSC since 1984. The TS Alliance believes that it has a responsibility to adopt policies that will insure that potentially beneficial discoveries and Properties resulting from scientific research funded in whole or in part by the TS Alliance are developed, are brought to practical application and are made available to the public.

1. This Intellectual Property Policy will be adhered to by, and is binding on, all Grantee Institutions and Awardees (hereinafter, collectively "Grantees" and individually "Grantee"). Acceptance of the grant award from the TS Alliance constitutes acceptance of the terms and conditions of this Policy.
2. The Grantee institution shall notify the TS Alliance at the earliest time possible, but not later than one week after filing a patent application or upon entering into negotiations with a potential licensee, whichever event occurs first, of all potentially patentable or other intellectual properties that result from support in whole or in part from grant awards from the TS Alliance. In addition, the Grantee shall at the same time notify the TS Alliance whether it intends to pursue a patent for the Properties. The Grantee shall notify the TS Alliance in writing after filing an application for a patent. The Grantee shall also notify the TS Alliance in writing after receipt of any patent.

The TS Alliance agrees to keep all information provided by the Grantee and/or Grantee institution confidential and not to release any information relating to such inventions, intellectual property or applications for protection to any third party, except as specifically set forth below. All patenting expenses or costs associated with the protection of other intellectual property shall be borne solely by the Grantee institution.

3. The TS Alliance will defer to the established written intellectual properties policy of the Grantee or any not-for-profit institution for which an individual awardee works provided that a copy of the established written policy has been provided to the TS Alliance, and that such policy is not inconsistent with the purposes, goals and mission of the TS Alliance. The patent or patent application shall not be abandoned without notifying TS Alliance in writing and permitting it to identify another institution or entity who will license the Property. With such notification of Grantee's intent to abandon, Grantee will also inform TS Alliance if it has a legal obligation to relinquish rights in the patent application to the government or to the inventor(s). If Grantee has an obligation to relinquish rights in the patent application to the government or to the inventor(s), Grantee will inform the TS Alliance in writing if neither the government nor inventor(s) elect to proceed. If the Grantee has no such obligation, the TS Alliance, at its sole discretion, may elect to proceed with prosecution of the patent application. Once the TS Alliance is informed in writing that there is no such obligation or such obligation has been refused by the government and/or inventor(s), the TS Alliance will inform Grantee within 20 business days of its intent to proceed with continued prosecution. The TS Alliance will pay all costs and fees related to the continued prosecution if the TS Alliance elects to proceed, and Grantee agrees to assign all patent rights to the TS Alliance or to provide to the TS Alliance a worldwide, exclusive, royalty-free license with an unlimited right to sublicense, at TS Alliance's sole discretion.