

<h1>CHLA</h1>	<h2>HOSPITAL POLICY AND PROCEDURE MANUAL</h2>			
	SUBJECT: Intellectual Property Policy			
	ORIGINAL DATE: 10/19/2007	EFFECTIVE DATE: 12/02//2020	PREVIOUS NAME/NUMBER: LDR – 24.0	PAGE NUMBER: Page 1 of 19
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1. Definitions.

“Affiliate” means any corporation, limited liability company, or other legal entity that directly or indirectly controls, is controlled by, or is under common control with CHLA. For the purpose of this definition, **“control”** (including all variations thereof) will mean the direct or indirect ownership of greater than fifty percent (>50%) of the outstanding shares on a fully diluted basis or other voting rights of the subject entity to elect directors, or if not meeting the preceding, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists. In addition, a party’s status as an Affiliate will terminate if and when such control ceases to exist.

“Author(s)” means a Member or Visitor who individually or jointly with others creates a work of authorship qualifying under U.S. copyright laws and regulations.

“CHLA” means Children’s Hospital Los Angeles, The Saban Research Institute, satellite office locations, and Affiliates.

“Conflict of Commitment” means a conflict between outside activities and a full-time employee’s responsibility to devote his or her professional loyalty, time, and energy to his or her teaching, research, service, administrative, and clinical duties, as applicable.

“Conflict of Interest” means a situation in which financial, non-financial, or other personal considerations may compromise, or have the appearance of compromising, an individual’s professional judgment in proposing, conducting, supervising or reporting research.

“Copyright” means original works of authorship fixed in any tangible medium of expression, whether registered or unregistered, arising under any applicable law of any jurisdiction throughout the world or any treaty or other international convention, where the owner has the exclusive rights for any of the following: (a) reproduce the work; (b) prepare derivative works; (c) distribute copies of the work; (d) perform the work publicly; and (e) display the work publicly. Examples of copyrightable works include films, songs, artwork, software, computer programs, mobile apps, source codes, and web pages. Examples that do not qualify as copyrightable works include ideas or concepts, mere facts, materials created by employees of the federal government, or materials in the public domain.

“Digital Educational Works” means digital educational works which include, but are not limited to, course syllabi and curricula, lectures, pedagogical materials of any nature or kind (including computer software and its documentation), video and audio materials used in instruction and the like, in any format and which are developed or converted for the purpose of teaching on or off-campus by means of digital format.

“Equity” means shares, including common shares, preferred shares, or any other shares or equity securities, and any convertible securities, including evidences of indebtedness, options, warrants, promissory notes, restricted stock, shares of capital stock or other securities that are convertible into or exchangeable for, with or without payment of additional shares, the company’s shares.

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“Intellectual Property” means numerous forms of intangible personal property including Copyrights and copyrightable works, Patents, Inventions, Trademarks, and trade secrets.

“Invention” means any idea, discovery, or know-how and any associated or supporting technology that is required for development or application of such idea, discovery, or know-how. The associated or supporting technology are considered part of the invention, including tangible research property and materials, notebooks, data, methods, databases, datasets, photographs, drawings and diagrams, computer software and algorithms, and materials such as specific chemicals, molecules, compounds, proteins, genes, gene products, DNA probes, cells, cell lines, and transgenic animals.

“Inventor(s)” means a Member or Visitor who individually or jointly with others conceives, reduces to practice, or both, an Invention that meets the criteria for inventorship under U.S. patent laws and regulations or otherwise makes or creates an Invention.

“Liquidation Event” means either: a change of control of a company where (a) a party becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities of a company having the right to vote for the election of members of a company’s board of directions; (b) a reorganization, merger, or consolidation of the company occurs; or (c) a sale, lease, or other disposition of all or substantially all of the assets of the company; or an initial public offering where the closing of the company’s initial public offering pursuant to a registration statement filed with Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“Member(s)” means all person(s) who (a) are employed by or similarly are under some degree of control by CHLA, or for which CHLA may exercise some degree of control over, and (b) paid wages or salary, or otherwise compensated by CHLA, including faculty and staff, students, graduate students, postdoctoral researchers, and employees.

“Net Income” means gross income, of any form, less all expenses, except CHLA salaries, incurred by CHLA attributable to publishing, patenting (including patent searches, filing, prosecution, and maintenance), litigation, licensing, auditing, marketing, and any other CHLA financial obligations associated with Intellectual Property (including, but not limited to, royalty sharing clauses with third parties included in grants, contracts, and license agreements).

“Net Revenue” means gross revenues received by CHLA under a license or other commercialization agreement, or the sale of Equity through a Liquidation Event or other sale under a license or other commercialization agreement under which an Invention or Intellectual Property are transferred, after deduction of any direct expenses not reimbursed by licensees, such as Intellectual Property expenses and fees for searching, filing, prosecution, enforcement, maintenance or annuities, registration, marketing, external consulting, licensing, and auditing, and deduction of the Commercialization Incentive Fund Fee. If CHLA is obligated to share royalty income with another

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party, such as a co-owner, research sponsor, or other party, net income does not include the portion of the gross revenues allowed to such party. CHLA may deduct a reserve from gross revenue when CHLA determines that further expenses may be incurred that may not be covered by future royalty revenue. Research support received from licensees, optionees, or CHLA divisions or departments, including funds for postdoctoral positions, are excluded from gross revenue in determining royalty income.

“**OTC**” means the Office of Technology Commercialization (formerly the Office of Technology Transfer or Center for Innovation) or functional equivalent.

“**Patent**” means United States patents and patent applications, corresponding foreign patents and patent applications, and any reissues, extension, substitutions, continuations, divisional, continuation-in-part applications, and other similar patents and patent applications, of an exclusive, time-limited right to a process, machine, article of manufacture, or composition of matter, or improvement thereof, to any new, useful, and non-obvious patentable subject matter.

“**Policy**” means the Intellectual Property Policy of CHLA.

“**Program Share**” means a CHLA institute (distinct from The Saban Research Institute), research center, or research program that participates or financially invests in the support of research or educational activities, such as novel research, technical advancements, and graduate fellowships, that leads to the creation, conception, or reduction to practice of Inventions and Intellectual Property.

“**Separately Compensated**” means compensation received by a Member, outside of their salary or compensation for their standard job responsibilities, for Intellectual Property that is Specifically Commissioned by CHLA.

“**Specifically Commissioned**” means Intellectual Property which is commissioned by CHLA outside of a Member’s standard job responsibilities at CHLA.

“**Trademark**” means trademark, service mark, trade name, corporate name, logo, trade dress, domain name, or any other indicator of source or origin.

“**Visitor(s)**” means all person(s) who are not Members that use CHLA funds, facilities, or other resources, or either participate in, or intend to participate in CHLA-administered research, including faculty and staff, students, graduate students, postdoctoral researchers, third-party employees and personnel, volunteers, interns, consultants, and independent contractors.

2. Policy Objectives.

2.1. CHLA Mission.

As a leading academic children’s hospital, CHLA fulfills its mission by: caring for children, adolescents, young

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adults, families, and each other; advancing knowledge; preparing future generations; and building our financial strength. CHLA recognizes the public benefits from new products and processes resulting from discoveries and inventions made by Members and Visitors of CHLA in the course of their CHLA activities. CHLA maintains that scholarly work should be conducted in a free and open environment where Members and Visitors are not restricted from publishing research results or data.

CHLA recognizes that Intellectual Property and Inventions may arise in the course of research conducted by Members and Visitors. The purpose of this Policy is to educate Members and Visitors of CHLA about their rights and responsibilities regarding Intellectual Property and Inventions. This Policy also describes the ways in which Members and Visitors can protect Intellectual Property and Inventions for the public benefit as well as preserve the interests of CHLA. This Policy obviously cannot address every situation that may arise in the development, enforcement, and management of intellectual property rights. In such circumstances, it is advised to contact OTC for further guidance.

Both California and federal law provide that CHLA owns all Intellectual Property and Inventions created; or conceived, reduced to practice, or both, by a Member or Visitor through the course of their responsibilities to CHLA, including works for hire, through sponsored research or similar agreements, or through the use of CHLA facilities, funds, resources, or supplies. In seeking an appropriate balance, it may be in the best interests of CHLA to enter into agreements with third parties where there are exceptions to this Policy and the persons covered by this Policy.

The Policy may also be supplemented with statements of policy or practice focused on particular types of Intellectual Property or Inventions, or those arising out of new or evolving media or technology, and such supplemental statements of policy or practice will be incorporated into the conditions of employment or visitation for Members or Visitors. Additionally, the Policy may be amended from time to time to effect changes that are in the best interests of CHLA.

2.2. Effective Date of Policy.

This Policy, approved on December 2, 2020 ("**Effective Date**"), supersedes the CHLA Intellectual Property Policy approved on October 26, 2006, and amended on October 19, 2007 and will control all Intellectual Property and Inventions after the Effective Date. In particular, Net Income distributions for Intellectual Property and Inventions disclosed prior to the Effective Date of this Policy will be distributed in accordance with Section 5.3 and Net Revenue distributions for Intellectual Property and Inventions disclosed after the Effective Date of this Policy will be distributed in accordance with Section 5.4.

2.3. University of Southern California Intellectual Property Policy.

The University of Southern California has a separate and distinct intellectual property policy and this Policy will be controlling for any Members or Visitors who sign both intellectual property policies for any Intellectual Property or Inventions created; or conceived, reduced to practice, or both, under Section 3.1.

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3. General Policy.

3.1. CHLA Ownership of Intellectual Property and Inventions.

CHLA owns all Intellectual Property and Inventions by Members and Visitors that were created; or conceived, reduced to practice, or both:

- 3.1.1. during the course of an individual’s responsibilities to CHLA, including works for hire;
- 3.1.2. pursuant to a sponsored agreement or pursuant to a written agreement to transfer ownership to CHLA; or
- 3.1.3. with use of CHLA facilities, funds, resources, or supplies.

3.2. Member’s and Visitor’s Ownership of Intellectual Property and Inventions.

Members and Visitors own all Intellectual Property and Inventions that were created; or conceived, reduced to practice, or both:

- 3.2.1. on a Member’s personal, unpaid time or a Visitor’s personal time or in connection with an outside consulting agreement with Member’s compliance to CHLA policies; and
- 3.2.2. in the absence of any sponsored agreement or other agreement giving rights to CHLA.

3.3. Subject Matter Exception to CHLA Ownership.

CHLA does not claim ownership in the following subject matter that Members create and is excluded from Section 3.1 (CHLA Ownership of Intellectual Property and Inventions), excluding the following subject matter where the Member was Specifically Commissioned by CHLA:

- 3.3.1. faculty-authored textbooks, dissertations, papers, or articles;
- 3.3.2. art works;
- 3.3.3. musical compositions;
- 3.3.4. literary works; or
- 3.3.5. Digital Educational Works.

3.4. Educational Exception to CHLA Ownership.

- 3.4.1. CHLA does not claim ownership in dissertations, papers, articles, and Digital Educational Material that that Members and Visitors create in the course of their education unless such dissertations, papers, articles, and Digital Educational Material were created as a result of Section 3.1.
- 3.4.2. Members and Visitors will hereby grant a non-exclusive, royalty-free license to any dissertations, papers, articles, and Digital Educational Material that CHLA does not claim ownership to, to use for educational and clinical purposes, and reproduce and publicly distribute such dissertations, papers, articles, and Digital Educational Material.

3.5. Member’s and Visitor’s Responsibilities.

Members and Visitors agree to cooperate with CHLA regarding any Intellectual Property or Inventions by:

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- 3.5.1. disclosing promptly and completely the creation of new Intellectual Property or Inventions to OTC, even if CHLA does not necessarily have rights to such Intellectual Property or Inventions under the provisions of this Policy;
- 3.5.2. maintaining laboratory notebooks and similar written and digital recording concerning research activities, consistent with applicable laws, regulations, and industry customs;
- 3.5.3. executing in a timely fashion all appropriate documents upon CHLA’s request, such as an assignment of Intellectual Property and Inventions rights;
- 3.5.4. adhering to restrictions on the assignment, sale, licensing, commercialization, distribution or transfer of Intellectual Property and Inventions to CHLA;
- 3.5.5. refraining from any action that is inconsistent with CHLA’s exclusive ownership of its Intellectual Property or Inventions;
- 3.5.6. cooperating with OTC and its tech transfer and commercialization activities in a manner consistent with CHLA policy and procedure, including those governing Conflicts of Commitment and Conflicts of Interest; and
- 3.5.7. cooperating with CHLA in legal actions relating to Intellectual Property and Inventions, including patent prosecution, patent infringement procedures, and litigation.

3.6. Sponsored Agreements.

- 3.6.1. Federal and State Sponsors. CHLA will comply with the laws and regulations of the federal or state government and accompanying agencies of any contracts or grants sponsored by the federal or state government, and elect or retain title to any Intellectual Property or Inventions created; or conceived, reduced to practice, or both, in the performance of such contracts or grants, subject to a royalty-free, non-exclusive license granted back to the federal government and state government, if applicable.
- 3.6.2. Non-Government Sponsors. CHLA will retain ownership of Intellectual Property or Inventions created; or conceived, reduced to practice, or both, while performing the contract, grant, or other agreement of a non-government sponsor, but CHLA will not accept or renew such contract, grant, or other agreement that restricts the right of faculty to free and open inquiry or to freely disseminate scholarly results within a reasonable time. CHLA may permit a non-government sponsor to review and delay the disclosure of Intellectual Property or Inventions that may be patentable, or if a project involves use of proprietary data from the non-government sponsor, but such review and delay will not deny the publication of results. CHLA may negotiate and grant to the non-government sponsor certain rights to portions or all of Intellectual Property, Inventions, or both that result from performing the contract, grant, or other agreement with a non-government sponsor.

3.7. Confidentiality.

- 3.7.1. CHLA Confidential and Proprietary Information. Intellectual Property, Inventions, or both may contain confidential or proprietary information, including trade secrets, and CHLA may require a third party to execute a non-disclosure agreement before any such confidential or proprietary information is released to such third party. A non-disclosure agreement will include certain standard terms that a third

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party maintains the confidence of any confidential or proprietary information and to prevent inadvertent disclosure. Failure to execute a non-disclosure agreement prior to the release of confidential or proprietary information may jeopardize the intellectual property rights and commercial value of the attached Intellectual Property, Inventions, or both.

3.7.2. **Third-Party Confidential Information.** If Members and Visitors receive confidential or proprietary information from a third party under a non-disclosure agreement, they have a duty to abide by the terms of the non-disclosure agreement, including to maintain the confidence of such confidential or proprietary information and to prevent inadvertent disclosure. Additionally, Members and Visitors may be precluded from using third-party confidential or proprietary information in their dissertations, papers, articles, and Digital Educational Material, and should exercise caution before basing their research on such third-party confidential or proprietary information.

3.8. **Material Transfer Agreements.**

Members and Visitors who wish to transfer Inventions to another party, institution, company, or other entity outside of CHLA must execute a material transfer agreement prior to any such transfer.

3.9. **Consulting Agreements and Sabbaticals.**

Consulting agreements and sabbaticals involving Members do not automatically abrogate CHLA’s rights to Intellectual Property and Inventions created; or conceived, reduced to practice, or both, in the course of such consulting agreements and sabbaticals, and Members are required to still comply with this Policy and its duties to promptly report and fully disclose Intellectual Property and Inventions. Members are responsible to ensure that their consulting agreements and sabbaticals do not conflict with their obligations to CHLA and this Policy or CHLA’s Gifts and Interactions with Industry policy (Policy Number: ADM 122.0) and should timely report any conflicts to OTC and the Office of Faculty Affairs.

3.10. **Intellectual Property Acknowledgment.**

All Members and Visitors are required to sign an intellectual property acknowledgment, attached as **Exhibit A** which may be updated from time to time, with CHLA acknowledging their requirements to hereby assign all Intellectual Property and Inventions to CHLA and promptly report and fully disclose all Intellectual Property and Inventions to CHLA. Failure to sign the intellectual property acknowledgment by any Member or Visitor may jeopardize intellectual property rights of CHLA and further risk consequences with a Member’s employment with CHLA or a Visitor’s right to visit CHLA.

3.11. **Application of Policy.**

All Members and Visitors who sign the intellectual property acknowledgment are subject to this Policy regardless of their obligations to other companies or institutions.

4. Administration of the Policy.

4.1. **Authority and Enforcement of Policy.**

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CHLA determines ownership of Intellectual Property and Inventions, and facilitates the licensing, commercialization, or other transfer or monetization of such Intellectual Property and Inventions. The Vice President, Research Operations in consultation with OTC and the Office of General Counsel work collaboratively to ensure this Policy is effectively and efficiently enforced to maximize the benefit for CHLA, its Members and Visitors, and the public.

4.2. Disclosure of Intellectual Property and Inventions.

- 4.2.1. Reporting. If a Member or Visitor creates; or conceives, reduces to practice, or both, Intellectual Property, Inventions, or both that grants CHLA ownership in such Intellectual Property, Inventions, or both under this Policy, they should promptly report and fully disclose to OTC and provide all necessary documents and forms to OTC for their evaluation of such Intellectual Property, Inventions, or both.
- 4.2.2. Invention Disclosure. If a Member or Visitor conceives, reduces to practice, or both, an Invention, they should provide a record of invention to OTC that contains information regarding the Inventors, a full description of the Invention, any potential public disclosures, manuscripts and drawings, third-party materials, funding sponsors, and any other relevant information or answers to questions as requested by OTC.
- 4.2.3. Copyright Disclosure. If a Member or Visitor creates a Copyright, they should provide a record of copyright to OTC that contains information regarding Author(s), distribution of work, a full description of the Copyright, manuscript and drawings, third-party materials, funding sponsors, and any other relevant information or answers to questions as requested by OTC.
- 4.2.4. Cooperation. All Members and Visitors should fully complete and answer all questions in the record of invention or the record of copyright and timely provide such record of invention or record of copyright to OTC. Additionally, all Members and Visitors should fully cooperate with OTC on prosecution and registration of intellectual property rights and commercialization, including the signing of contracts, assignments, or other legal documents. Lastly, all Members and Visitors should fully cooperate with OTC on the timing of publication or any other public disclosure (abstracts, posters, presentations, etc.) of Inventions. (See Section 4.3.3). The lack of cooperation could jeopardize intellectual property rights or risk unnecessary delays in the licensing and commercialization of any Intellectual Property, Inventions, or both.

4.3. Patent Protection.

- 4.3.1. Purpose. A Patent provides a patent term of twenty (20) years for an Invention and grants the right to exclude other parties from making, using, offering to sell, or selling the Invention or potentially importing the Invention into the country where the Patent was filed. A Patent can be filed on a country-by-country basis. The prosecution of a Patent to final disposition typically can take several years and be very costly. A Patent is the legal mechanism for commercialization of an Invention, by claiming ownership in an Invention, providing legal protection from other parties from using and profiting from the Invention, and encouraging investment in the Invention to create commercial products for the public benefit.

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4.3.2. Evaluation.

OTC evaluates Inventions as to whether to seek patent protection or not and uses the following factors as general guidelines (although other factors not listed may be considered):

- 4.3.2.1. potential commercial market or value of the Invention;
- 4.3.2.2. whether and to what extent CHLA has ownership;
- 4.3.2.3. whether Inventors have made a full and complete disclosure of the Invention in the record of invention;
- 4.3.2.4. whether there are Conflicts of Commitment or Conflicts of Interest, and if so, whether they have been managed or resolved;
- 4.3.2.5. whether ongoing research is continuing at CHLA in the same or related areas of the Invention;
- 4.3.2.6. whether CHLA is permitted to do so under sponsored agreements;
- 4.3.2.7. legal and patent costs to be borne by CHLA, OTC, or both; and
- 4.3.2.8. prior art or information that could preclude the issuance of a patent.

4.3.3. Publication.

Any publication that describes or makes public information about the Invention, or any public use of such Invention, prior to the filing of a Patent will preclude patenting in most foreign jurisdictions. Any publication that describes or makes public information about the Invention, or any public use of such Invention, prior to the filing of a Patent may preclude protection in the United States, unless a Patent is filed within one (1) year from the publication or the public use. If any third-party outside of the Inventors publishes any subject matter that describes, or makes public, information about the Invention, or if there is any third-party public use of such Invention, prior to the filing of the Inventors' Patent, the Invention will not be patent eligible in the United States (unless the Inventors can prove the third-party derived their published subject matter about the Invention or public use of the Invention from the Inventors).

4.4. Copyright Protection.

4.4.1. Purpose. A Copyright provides protection for works created by Authors such as books, articles, computer software and source codes, websites, musical compositions, artwork, films, photographs, videos and other works. Copyrights created by Authors are considered "works for hire" for CHLA and have a copyright term of ninety-five (95) years from first publication or one hundred and twenty (120) years from creation, whichever expires first.

4.4.2. Registration. Federal copyright law automatically grants federal copyright protection to works that are created in a fixed, tangible medium of expression and does not require OTC to register a Copyright with the United States Copyright Office for legal protection. In limited cases, OTC may elect to register certain works when appropriate to avail itself of certain additional legal benefits and protections under federal copyright laws.

4.4.3. Software. If software is developed or source code is written, the Authors should disclose such software or source code to OTC with a record of copyright.

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4.4.4. Evaluation. OTC evaluates Copyrights as to whether to pursue commercialization and uses the following factors as general guidelines (although other factors not listed may be considered):

- 4.4.4.1. potential commercial market or value of the Copyright;
- 4.4.4.2. whether and to what extent CHLA has ownership, including the use of open source code;
- 4.4.4.3. whether the Authors have made a full and complete disclosure of the Copyright in the record of copyright;
- 4.4.4.4. whether there are Conflicts of Commitment or Conflicts of Interest, and if so, whether they have been managed or resolved;
- 4.4.4.5. whether ongoing development is required, or additional source code needs to be written;
- 4.4.4.6. whether there are continuing obligations to oversee and maintain the work or code;
- 4.4.4.7. whether CHLA is permitted to do so under sponsored agreements; and
- 4.4.4.8. legal costs to be borne by CHLA, OTC, or both.

4.5. Trademark Protection.

4.5.1. Purpose. A Trademark is a word, phrase, symbol, or logo used to identify a brand’s products or services. The strength of a Trademark depends on how distinct the nature of the word, phrase, symbol, or logo. A more generic trademark (e.g. burger barn, books.com) will have less value, while a more arbitrary trademark (e.g. Google, Adidas) will have greater value. Unlike Patents and Copyrights, a Trademark can exist for an indefinite amount of time. A Trademark should be thoroughly searched and vetted prior to selection to avoid conflicts or any likelihood of confusion with other Trademarks.

4.5.2. Registration. A Trademark does not have to be registered with the United States Patent and Trademark Office as some legal protections are granted upon use of the Trademark. However, additional legal benefits and protections are granted upon state and federal registration. In limited cases, OTC may elect to register a Trademark, when appropriate, depending on the commercial value of the Trademark and other business factors.

4.5.3. CHLA Trademarks and Logos. This Policy does not provide guidance on the use of CHLA trademarks and logos, including “CHLA”, the “butterfly” logo, or “Children’s Hospital Los Angeles”, and Members and Visitors should contact the Marketing Communications Department with any questions on the use or licensing of CHLA trademarks and logos.

4.6. Inventions.

In some circumstances, Inventions are created, discovered, or developed in the course of research that may not be patentable or copyrightable but still have commercial value, such as data and biological materials. Members and Visitors should fill out a record of invention and contact OTC to provide assistance with the licensing and commercializing such Inventions.

5. Commercialization.

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5.1. Purpose.

Commercialization is one of CHLA’s priorities in creating and developing Intellectual Property and Inventions. Commercialization facilitates the transfer of CHLA’s Intellectual Property and Inventions for society’s use and benefit while generating unrestricted income to support research and education at CHLA. Success in commercializing Intellectual Property and Inventions is largely dependent on multiple stakeholders collaboratively and respectfully working together to achieve the best outcome. CHLA affirmatively supports the Association of University Technology Manager’s “In the Public Interest: Nine Points to Consider in Licensing University Technology” in its licensing practices and integrates socially responsible licensing in its core values.

5.2. Licensing.

OTC is given the authority to spearhead the commercialization efforts of CHLA of its Intellectual Property and Inventions. OTC takes into consideration the interests of all stakeholders, and ultimately OTC makes decisions on behalf of CHLA, with the goal to effectively manage the assets of CHLA and efficiently transfer technologies to market. While CHLA retains ownership of its Intellectual Property and Inventions, it utilizes license agreements and other means for third parties to use and profit from such Intellectual Property and Inventions under specific terms and conditions that provides CHLA with financial compensation for such use and profit. OTC, or its delegate, has the responsibility to negotiate commercialization agreements, including licenses, monitor the progress of commercialization efforts, and distribute royalties in accordance with this Policy. OTC utilizes many factors when seeking commercialization agreements with third parties that serve the best interests of CHLA without compromising its research or educational mission.

5.3. Intellectual Property and Inventions Prior to the Policy Effective Date.

5.3.1. Net Income Tiered Distribution. Net Income for Intellectual Property and Inventions disclosed to OTC prior to the Effective Date of this Policy is determined as follows below:

Table 1. Distribution of Net Income

Aggregate Net Income	Inventor/Author Share	Program Share	CHLA Share	IP R&D Fund Share
Up to \$100,000.00	55%	10%	15%	20%
Between \$100,000.01 and \$500,000.00	45%	10%	15%	30%
\$500,000.01 and above	35%	10%	15%	40%

5.3.2. Inventor/Author Share. The Inventor/Author share will be paid regardless of employment status at CHLA and inure to the heirs or beneficiaries of the estate of the Inventor or Author. The percentage distribution of each co-Inventor or co-Author will be equal unless each co-Inventor or co-Author agrees in writing to an alternate distribution percentage. CHLA will distribute Inventor/Author share to Inventors or Authors based on the following tier system:

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5.3.2.1. fifty-five percent (55%) of aggregate Net Income up to one hundred thousand U.S. dollars (\$100,000);

5.3.2.2. forty-five percent (45%) of aggregate Net Income between one hundred thousand U.S. dollars and one cent (\$100,000.01) and five hundred thousand U.S. dollars (\$500,000.00); and

5.3.2.3. thirty-five percent (35%) of aggregate Net Income above five hundred thousand U.S. dollars and one cent (\$500,000.01).

5.3.3. Program Share.

CHLA will distribute to Inventors or Authors of Intellectual Property and Inventions, to be used at their designation as unrestricted funds in the form of Program Share. In the absence of any designation, CHLA, at its sole discretion, will designate Program Share to the affiliated CHLA institute (distinct from The Saban Research Institute), research center, or research program of the Inventors or the Authors. Program Share may not be used to pay the salary or stipend of Inventors or Authors and OTC may disclose the disposition of Program Share to appropriate division or department head. CHLA will distribute Program Share to Inventors or Authors of ten percent (10%) of Net Income, regardless of aggregate Net Income, and according to the percentage distribution determined by the Inventor/Author share.

5.3.4. CHLA Share.

CHLA will distribute CHLA share to the Chief Executive Officer of CHLA to support research or educational activities of CHLA. In the event CHLA share is distributed to The Saban Research Institute, such CHLA share will be managed by Vice President, Research Operations, Director of The Saban Research Institute, or both. CHLA will distribute CHLA share of fifteen percent (15%) of Net Income regardless of aggregate Net Income.

5.3.5. IP R&D Fund Share.

The IP R&D Fund Share will be used for the research, development, and commercialization of Intellectual Property and Inventions at CHLA and the Vice President, Research Operations will manage such fund with consultation of the Director of OTC. The CHLA will distribute IP R&D Fund Share based on the following tier system:

5.3.5.1. twenty percent (20%) of aggregate Net Income up to one hundred thousand U.S. dollars (\$100,000);

5.3.5.2. thirty percent (30%) of aggregate Net Income between one hundred thousand U.S. dollars and one cent (\$100,000.01) and five hundred thousand U.S. dollars (\$500,000); and

5.3.5.3. forty percent (40%) of aggregate Net Income above five hundred thousand U.S. dollars and one cent (\$500,000.01).

5.4. Intellectual Property and Inventions after the Policy Effective Date.

5.4.1. Commercialization Incentive Fund Fee. A “**Commercialization Incentive Fund Fee**” of fifteen percent (15%) will be deducted from gross revenues, excluding funds received specifically for the purpose of paying or repaying CHLA for Intellectual Property expenses and fees for searching, filing, prosecution, enforcement, maintenance, annuities, or any combination of the foregoing, prior to distribution under Section 5.4.2. The Commercialization Incentive Fund Fee will be awarded annually to

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Inventors or Authors to enhance development and commercialization of Intellectual Property and Inventions. The Vice President, Research Operations in consultation with the Director of OTC will establish a Commercialization Incentive Fund Fee committee that will review written proposals from Inventors and Authors and make funding and award recommendations. Awards may vary in size and may include funding for prototype or models, feasibility studies, proof of concept, scalability, and other commercialization opportunities or research.

5.4.2. Net Revenue Distribution. Net Revenue for Intellectual Property and Inventions disclosed to OTC after the Effective Date of this Policy is determined as follows below:

Table 2. Distribution of Net Revenue

Inventor/Author Share	CHLA Share	The Saban Research Institute Share	Program Share	Department Share
33⅓%	16⅔%	16⅔%	16⅔%	16⅔%

5.4.3. Inventor/Author Share. The Inventor/Author share will inure to the heirs or beneficiaries of the estate of the Inventor or the Author. The percentage distribution of each co-Inventor or co-Author will be equal unless each co-Inventor or co-Author agrees in writing to an alternate distribution percentage. CHLA will distribute Inventor/Author share to Inventors or Authors of thirty-three and one-third percent (33⅓%) of Net Revenue.

5.4.4. CHLA Share. CHLA will distribute CHLA share to the Chief Executive Officer of CHLA to support the research and educational activities of CHLA. CHLA will distribute CHLA share of sixteen and two-thirds percent (16⅔%) of Net Revenue.

5.4.5. The Saban Research Institute Share. CHLA will distribute to The Saban Research Institute share to the Chief Scientific Officer and Director of The Saban Research Institute to support the research or educational activities of CHLA. CHLA will distribute Saban Research Institute Share of sixteen and two-thirds percent (16⅔%) of Net Revenue.

5.4.6. Program Share. CHLA will distribute to Inventors or Authors of Intellectual Property and Inventions, to be used at their designation as unrestricted funds in the form of Program Share. In the absence of any designation, CHLA, at its sole discretion, will designate Program Share to the affiliated CHLA institute (distinct from The Saban Research Institute), research center, or research program of the Inventor or the Author. Program Share may not be used to pay the salary or stipend of Inventors or Authors and OTC may disclose the disposition of Program Share to appropriate division or department head. CHLA will distribute Program Share to Inventors or Authors of sixteen and two-thirds percent (16⅔%) of Net Revenue, and according to the percentage distribution determined by the Inventor/Author share.

5.4.7. Department Share. CHLA will distribute to the department head of the Inventor or the Author to support the research or educational activities of CHLA. CHLA will distribute department share of sixteen and two-thirds percent (16⅔%) of Net Revenue.

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5.4.8. Intellectual Property Specifically Commissioned. CHLA will not distribute Net Revenue under Section 5.4 for Intellectual Property that is Specifically Commissioned by CHLA.

5.5. Third-Party Licensees.

CHLA, at its sole discretion, may license Intellectual Property and Inventions to a third-party licensee, including Inventors and Authors associated with third-party licensee, subject to the following:

- 5.5.1.1. the license is in the best interest of CHLA and commercialization of Intellectual Property and Inventions;
- 5.5.1.2. the licensee meets CHLA’s standard conditions, including commitments and capabilities to maintain insurance and indemnify CHLA from legal claims;
- 5.5.1.3. the license is consistent with CHLA policies and doesn’t interfere with CHLA’s obligations to other third-party licensees;
- 5.5.1.4. the third-party licensee, including Inventors and Authors associated with third-party licensee, are in compliance with Conflict of Commitment and Conflict of Interest policies; and
- 5.5.1.5. the license terms and conditions are reasonable and represent fair market value.
- 5.5.1.6.

5.6. Equity Interest.

5.6.1. Purpose. In some circumstances, CHLA may take Equity in a third-party licensee in exchange for a partial or full reduction in cash payments owed to CHLA from a license or otherwise. OTC will determine the appropriate amount of Equity, valued at fair market value, to be accepted by CHLA, and the Chief Financial Officer will hold the Equity on behalf of CHLA. The decision to accept Equity is made at the sole discretion of CHLA and CHLA will exclusively decide whether and when to exercise or sell such Equity. Before any Equity is accepted by CHLA, the third-party licensee, including Inventors and Authors associated with third-party licensee, must be in compliance with CHLA Conflict of Commitment and Conflict of Interest policies. The negotiation and acceptance of Equity on behalf of CHLA is independent of any outside Equity received by Inventors and Authors and such outside Equity will not be used as leverage between CHLA and a third-party licensee or other third party in any license or otherwise.

5.6.2. Distribution. Upon a Liquidation Event or other sale of Equity, or the distribution of dividends, the proceeds received will be considered either Net Income or Net Revenue depending on timing of the disclosure of the Invention or Intellectual Property to OTC and distributed in accordance to either Section 5.3 or 5.4, respectively. Distributions will be made in accordance with all federal, state, and other applicable securities laws, including rules and regulations of the Securities and Exchange Commission, and any share purchase agreements or similar agreements with the third-party licensees.

5.7. Conflict of Commitment and Interest

5.7.1. Inventor and Author Responsibilities. It is the responsibility of Inventors and Authors to review the Conflict of Interest in Research: Policy & Procedure (Policy Number: [ADM 157.0](#)) and Institutional Conflict of Interest in Research (Policy Number: [ADM 158.0](#)) to ensure their compliance. Additionally, it is the responsibility of Inventors and Authors to disclose actual or potential conflicts of commitment or

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conflicts of interest to OTC and to the Conflict of Interest in Research Committee, or its equivalent, in a timely manner. Equity, wages, salaries, in-kind benefits, or similar compensation or benefits received by Inventors and Authors from a third-party licensee or other third party must be in compliance with the Conflict of Commitment and Conflict of Interest policies. CHLA may require Inventors and Authors to certify in writing that they do not have a Conflict of Commitment or a Conflict of Interest or, if so, how such Conflict of Commitment or Conflict of Interest will be managed, before granting a license or otherwise to a third-party licensee. The Vice President, Research Operations, in consultation with the Office of General Counsel, the Conflict of Interest in Research Committee, and OTC, will determine if the conflict can be managed and options for resolution.

6. Approval and Execution of Documents

- 6.1. CHLA Representative. OTC, or its delegate, has the sole right to negotiate and enter into commercial agreements, including licensing agreements or other similar agreements, on behalf of CHLA, regarding the use, commercial development, distribution, publication, transfer, and other exploitation of Intellectual Property or Inventions.
- 6.2. Signature Authority. Commercial agreements must be executed in accordance with CHLA’s Signature Authority Policy/Hierarchy Approval Matrix (Policy Number: [ADM – 201.0](#)).
- 6.3. No Agency or Authority. Members and Visitors may not act as agents of CHLA and they do not have the authority to sign any commercial agreements, including licensing agreements, sponsored research agreements, collaboration agreements, non-disclosure agreements, material transfer agreements, or other similar agreements that involve Intellectual Property or Inventions on behalf of CHLA, except those which are expressly authorized under the CHLA’s Signature Authority Policy/Hierarchy Approval Matrix (Policy Number: [ADM – 201.0](#)).

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EXHIBIT A

INTELLECTUAL PROPERTY ACKNOWLEDGMENT

This acknowledgment is made by me to Children’s Hospital Los Angeles (“**CHLA**”), in partial consideration for, as applicable, an offer of at-will employment or as a condition precedent to continue at-will employment with CHLA; as a condition of entering into the business relationship and/or not terminating the business relationship pursuant to the terms of any other agreements between the me and CHLA; for wages, salary, or both to be paid to me by CHLA during any period of my at-will employment or compensation payable as a result of my business relationship with CHLA; for my utilization of CHLA research facilities; for my receipt of gift, grant, or contract research funds through CHLA; or any combination thereof.

I acknowledge that I have received, read, and agree to abide by CHLA’s Intellectual Property Policy (“**Policy**”) and that CHLA has the right to amend the Policy from time to time.

I acknowledge my obligation to assign, and do hereby assign and agree to assign in the future (when any such Intellectual Property [as defined in the Policy] are first reduced to practice or first fixed in a tangible medium, as applicable), my entire right, title and interest in and to, any Inventions and Patents (as defined in the Policy) that I conceive, reduce to practice, or both, and any Intellectual Property that I create or make (“**CHLA Intellectual Property**”) to CHLA: (a) during the course of my individual responsibilities to CHLA, including works for hire; (b) pursuant to a sponsored agreement or pursuant to a written agreement to transfer ownership to CHLA; or (c) with use of CHLA facilities, funds, resources, or supplies.

I acknowledge my obligation to promptly report and fully disclose all CHLA Intellectual Property to the CHLA Office of Technology Commercialization (“**OTC**”) and such CHLA Intellectual Property shall be examined by OTC to determine the rights and equities in accordance with the Policy. I acknowledge my obligation to provide CHLA with complete information regarding all disclosed CHLA Intellectual Property to OTC.

I acknowledge that I am bound to do all things necessary to enable CHLA to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by CHLA.

I will assist CHLA in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property rights relating to CHLA Intellectual Property in any and all countries. To that end I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as CHLA may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such rights to CHLA or its designee.

In the event CHLA is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint CHLA and

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its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to CHLA any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any CHLA Intellectual Property assigned hereunder to CHLA.

Print Name: _____

Signature: _____

Title: _____

Date: _____

IMPORTANT NOTICE: This acknowledgment does not apply to an invention which qualifies under the provision of California Labor Code Sec. 2870 & 2872 which provides that (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those invention that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against public policy of this state and is unenforceable. In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.
