



Policy: *Intellectual Property*

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Policy Statement

ADMINISTRATION OF POLICY

The Office of Innovation and Industry Alliances (Innovation Office) administers this policy. The Innovation Office is responsible for identifying, protecting, and licensing Intellectual Property generated by the Center. Examples of Intellectual Property include inventions, copyrightable materials, Research Tools, and trademarks.

OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership

The Center owns and shall own all rights, title and interest in Intellectual Property and Patent Rights. Without limiting the foregoing, as between the Center and the Workforce member, the Center owns all rights, title, and interest in Intellectual Property and Patent Rights arising from a research project funded through corporate, federal, or other external sponsors administered by the Center.

If a Workforce member claims an ownership interest in Intellectual Property or has a question about whether an assignment must be made to the Center, the property should be disclosed to the Innovation Office and the claim or question clearly stated. The Center will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to Center CEO or designee for a final decision.

Copyrightable Material

Books, articles, and other scholarly publications or novels, poems, musical compositions or other works of artistic creation created by an individual's personal effort without the significant use of Center funded or administered resources, shall be owned by the individual and will not be the property of the Center. Examples of non-significant use of the Center funded or administered resources include minimal use of computers, libraries, office space, telephones, and routine secretarial services at minimal levels. The determination of whether a use of Center funded or administered resources is significant or not rests with the Innovation Office. For clarity, textbooks will be owned by the Center if (1) created from a gift, grant, or contract research or any other funds received or administered by the Center or (2) created using significant use of the Center funded or administered resources.

Patent and Copyright Agreement

Each Workforce member must sign a Patent and Copyright Agreement within three (3) months following the date of hire. By signing the Patent and Copyright Agreement, the Workforce member assigns his/her rights, title, and interest in Intellectual Property and Patent Rights to the Center. Human Resources will provide the Patent and Copyright Agreement to all Workforce members for signature. In addition to the Patent and Copyright Agreement, the Workforce member will timely and fully cooperate with the Center in establishing Center's ownership interest in Intellectual Property and will sign assignments, acknowledgements, and other documents establishing or confirming the Center's ownership in the Intellectual Property and Patent Rights. Workforce member will also timely and fully cooperate in performing all rightful acts and executing all papers necessary, expedient, and permissible in connection with any administrative proceeding or legal action concerning Intellectual Property.

Materials Made Available to the Center

Materials made available for use by the Center include any invention, creation, innovation, discovery, or improvement produced by a creator and enjoying intellectual property protection, which the inventor voluntarily makes available for



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the Center's use without expectation of further compensation. In such a case, the Center either owns the material or retains a non-exclusive, royalty-free license to use such material.

Departing Workforce Member

All inventions that are created within one year following termination of employment with the Center shall be disclosed to the Innovation Office if one of the following occurs: (1) the invention is connected to employment with the Center or (2) the invention relates to scientific information generated while employed with the Center. The Innovation Office will determine the ownership of such inventions.

INTELLECTUAL PROPERTY PROTECTION

Responsibility to Disclose

Any invention or copyrightable material created by a Workforce member in the course of Center responsibilities, or with use of Center resources, must be reported to the Innovation Office. An invention disclosure form may be completed for inventions (including software), and a works disclosure form may be completed for copyrightable materials. Alternatively, the Workforce member may provide written description of invention or copyrightable materials in lieu of completing a form. Such reporting to the Innovation Office will occur within three (3) months of creation and prior to any public disclosure (e.g., journal publications, internet postings of publications, poster presentations, and verbal presentations to individuals outside of the Center).

The Innovation Office has the authority to delay public disclosure of any Intellectual Property for a reasonable period of time for the purpose of protecting the Intellectual Property. In such circumstances, the Innovation Office will make efforts to expedite the patent application filing with the United States Patent and Trademark Office.

The invention disclosure form, the works disclosure form or the written description will be accompanied by supporting documentation (e.g. abstracts, scientific manuscripts, drawings, experimental data and results, computer code (i.e. source code and/or object code), etc.) to assist the Innovation Office in Intellectual Property protection assessment and commercial potential evaluation. This documentation is helpful in determining which individuals are proper inventors under United States patent law. Any lab book in electronic or physical form prepared by a Workforce member is the property of the Center.

Patents

A patent is a grant issued by the United States Patent and Trademark Office giving the owner of the patent the right to exclude all others from making, using, selling, offering for sale, or importing the invention within the United States for a limited period of time. The Innovation Office will decide whether to protect an invention, and if so, when and in which countries to file the patent applications. The Innovation Office normally seeks patent protection on inventions in order to pursue commercial licensing and to comply with the terms of sponsored research agreements. The Innovation Office may elect not to pursue patent protection or to abandon a pending patent application or an issued patent.

The inventors will be expected to cooperate fully with the Innovation Office in preparing and filing patent applications, as well as during prosecution, which is the interaction with the United States Patent and Trademark Office to obtain allowance and grant of the patent. The inventors on a patent application will be determined according to United States patent law, as naming the wrong inventors can jeopardize the validity of a patent. Each inventor shall be able to articulate the intellectual contribution he/she made to at least one claim in a patent application.

The Center is required under federal law to report government funded inventions to the federal agency that made the award. The Innovation Office will be responsible for collecting the necessary data and reporting the required information to the federal government via the I-Edison reporting system or a comparable reporting system. The U.S. government will have certain rights to federally funded inventions. The Center may need to disclose inventions generated under sponsored research agreement and clinical trial agreements to the sponsor. The sponsor may have certain rights to inventions made under such agreements.

Copyrights

Copyright is the exclusive legal right to reproduce, publish, sell, or distribute literary, musical, artistic and other creative works. Copyright protection exists the moment a work is created and fixed in a tangible form that is perceptible, either



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directly or with the aid of a machine or a device. The Innovation Office will decide when it is appropriate to register a copyright with the United States Copyright Office.

The following notice is to be used in connection with copyrightable materials owned by the Center.

“Copyright © [Year] H. LEE MOFFITT CANCER CENTER AND RESEARCH INSTITUTE, INC.”

The date in the notice should be the year in which the work is first published.

Trademarks

A trademark is a word, name, symbol or device (or any combination) adopted by a person or organization to identify its goods or services and distinguish them from the goods and services of others. The Innovation Office is responsible for performing availability searches for trademarks and has the discretion to determine which terms and symbols to protect through state, federal, and international trademark protection. The Innovation Office is responsible for seeking trademark registration on behalf of the Center. Proper use of trademarks is important to avoid inadvertent abandonment of a trademark. The Innovation Office should be contacted for guidance on proper trademark use.

Release of Intellectual Property Rights to the Inventor

Except where prohibited by law or contractual obligations or requirements, the Innovation Office may elect to assign or license an invention to an inventor. Such an assignment or license may include provisions for the recovery of patent and licensing expenses, if any, as well as the retention of income rights, and may include certain limitations or obligations. License revenue sharing will be determined by the Innovation Office. Such assignment or license shall allow the Center to retain a license for its own purposes and is only valid and binding if it is in writing from the Innovation Office.

Legal Support

The Center may provide legal support as it deems necessary and desirable to defend and protect the interests of the Center and creators of Intellectual Property against third party claims or unauthorized use.

MARKETING AND LICENSING

Marketing and Licensing Activities

The Innovation Office has the sole authority and responsibility to market and promote Intellectual Property to third parties. The Innovation Office will develop marketing materials describing the available Intellectual Property for licensing and then implement targeted marketing campaigns. Once a prospective partner expresses an interest in Intellectual Property, the Innovation Office will determine if a confidentiality agreement should be entered into. The Innovation Office may, in its discretion, provide scientific information, data, and results to potential licensing partners.

The Innovation Office has the authority to assign, license, option, or otherwise transfer the Intellectual Property to others for commercialization, for public use and benefit, and for any other purpose in furtherance of Moffitt’s mission. The Innovation Office will take the lead on behalf of the Center in negotiating these Intellectual Property agreements and will determine the appropriate financial and non-financial terms.

Though it is not possible to license every invention, the Innovation Office realizes that many unlicensed inventions may possess commercial value. If the Innovation Office is unable to find a licensing partner for an invention or if an invention is not ripe for licensing, the Innovation Office may seek development funds to enhance the Intellectual Property to improve the likelihood of licensing.

License Agreements

The legal and financial structure of option and license agreements is determined by the Innovation Office in its discretion. The Innovation Office is authorized to approve license/option terms and to accept equity on behalf of the Center. All equity will be issued in the Center’s name or the name of one of the Center’s subsidiaries. The Innovation Office may choose to include a variety of equity rights in any licensing transaction including pre-emptive rights (rights to purchase future equity), piggyback rights (rights associated with an initial public offering), and redemption rights (rights to force company to buy back equity).



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Trademarks

The Innovation Office is responsible for granting trademark licenses. Workforce members who suggest terms and symbols for Center trademarks are not eligible for revenue distributions under this policy and do not acquire rights to such trademarks.

Role of Inventor in Licensing Efforts

Inventors shall, at the request of the Innovation Office, provide timely and reasonable assistance in the commercialization of their Intellectual Property. Such assistance includes providing input on marketing material for an invention, explaining the science of an invention to potential licensing partners, and rendering support to licensing partners in the further development and commercialization of an invention. Inventors should inform the Innovation Office of the names of specific individuals at pharmaceutical and biotech companies who might wish to obtain a license to their inventions. Moreover, inventors should communicate to the Innovation Office all the possible applications for their inventions, which may influence the marketing and licensing strategy, as well as the best mode for implementing the invention.

Individual-Owned Intellectual Property

When an individual desires assistance from the Innovation Office in commercializing independently owned property rights, the individual will license or assign its property rights to the Center under an agreement that outlines the responsibilities of the Innovation Office and a mechanism for sharing the commercial proceeds with such individual. The Innovation Office is under no obligation to negotiate for, or obtain intellectual property rights in, individual-owned intellectual property.

REVENUE AND EQUITY DISTRIBUTIONS

License Revenue Distribution

When Intellectual Property is licensed by the Center, the Gross Revenue earned from licensing is utilized to reimburse the Center for patent costs and other out-of-pocket costs. The portion of the Gross Revenue subject to distribution under this policy is referred to as "Net Revenue." Inventors shall sign a Revenue Allocation Agreement to memorialize the appropriate revenue split. No Net Revenue will be distributed until the Innovation Office receives a fully executed Revenue Allocation Agreement. If a Revenue Allocation Agreement is not fully signed by all of the inventors, the Innovation Office may proceed with distributions to the inventors who have fully executed the Revenue Allocation Agreement.

The revenue distribution formula in Table 1 applies to Intellectual Property reported to the Innovation Office on or after July 1, 2022. Cumulative Net Revenue in Table 1 includes all amounts received for Intellectual Property, including the total of all amounts received through multiple licenses. The Center CEO or designee has the authority to depart from the revenue distribution formula in Table 1.

Table 1: Revenue Distribution Formula

	First \$10,000 of Cumulative Net Revenue	Cumulative Net Revenue from \$10,000 to \$1,000,000	Cumulative Net Revenue from \$1,000,000 to \$250,000,000	Cumulative Net Revenue over \$250,000,000
Inventor(s)	100%	35%	20%	10%
Inventor (s) Support Account	0%	10%	0%	0%
Center	0%	55%	80%	90%



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Example: A license agreement is entered into with a company and two payments (\$500,000 and \$1,000,000) are received by the Center, one year apart, and both payments are deemed Net Revenue. *For the first distribution, net revenue of \$500,000 is available to distribute. Inventors will receive a total of \$181,500 to split among the inventors, which is calculated as \$10,000 plus \$171,500 (\$490,000 x 35%). In the second distribution, Net Revenue of \$1,000,000 is available to distribute. Inventors will receive a total of \$275,000 to split among the inventors, which is calculated as \$175,000 (\$500,000 x 35%) plus \$100,000 (\$500,000 x 20%).*

Inventor Support Account

The inventor support account share is the amount distributed to the Center account designated for that specific inventor to use subject to the Center's policies. These funds are generally to be used for the support of educational and research activities of that inventor. Only inventors who are Center faculty members are entitled to receive Net Revenue in his/her support account.

Transfer of Research Tools

For the license and/or sale of Research Tools to third parties, the following allocation formula applies to Research Tools reported to the Innovation Office on or after July 1, 2022: Net Revenue earned for the license and/or sale of Research Tools shall be distributed as 20% to the inventors, and 80% to the Center. If the Research Tools were covered by a patent/patent application, then the inventors named on the patent/patent application are eligible for distribution of Net Revenue. If the Research Tools were not covered by a patent/patent application, then the Innovation Office will determine who will be considered "inventors" for distribution purposes based upon intellectual contributions towards the Research Tools.

Departing Inventor

Once an inventor's employment/association with the Center is terminated, the inventor will continue to receive the inventor portion of the Net Revenue, and the Center will receive the inventor's support account portion of the Net Revenue. In the event of an inventor's death, the inventor's portion of the Net Revenue distribution will be paid to the Inventor's estate and the Center will receive the Inventor's support account portion of the Net Revenue. If, after diligent efforts, the Center has been unable to deliver to an inventor his or her portion of Net Revenue for three consecutive years, such Net Revenue will henceforth become the property of Center and will be allocated to the Center.

Multiple Inventors

In the event that two or more inventors are entitled to share Net Revenue, including the inventor's support account portion of the Net Revenue, such inventors will determine an appropriate revenue split to be memorialized in a signed Revenue Allocation Agreement. If such inventors cannot agree on an appropriate sharing arrangement, that portion of the Net Revenue to which the inventors are entitled under this policy will be distributed to such inventors and the inventor support accounts as the Innovation Office deems appropriate, which may be an equal split to all inventors. The decision made by the Innovation Office shall be binding on the inventors.

Bundled Items of Intellectual Property

On occasion two or more distinct items of Intellectual Property (e.g., patents, copyrightable materials, and Research Tools) with different creators are bundled together into one license agreement. The Innovation Office will engage the creators and the licensing partner to determine the relative proportion of each creator's value in the license agreement. After the Innovation Office considers input from the creator and licensing partner, the Innovation Office will decide the appropriate value in each of the bundled items of Intellectual Property and determine the appropriate revenue split. During the term of the license agreement and at each revenue distribution to the Center and inventors, the Innovation Office has the responsibility and the authority to adjust the weights of each of the bundled items of Intellectual Property in the license agreement.

Inventor's Decision to Redirect Inventor's Portion of Net Revenue

The Center has the authority to grant a request from an inventor who chooses to forgo some, or all, of the inventor's portion of Net Revenue and redirect the funds to the Center.



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Impractical or Inappropriate Distributions

In some cases, distribution of Net Revenue to individuals will be impractical or inappropriate; for example, where the material was developed as a Center project or where the individuals are not easily identifiable. The Innovation Office will review relevant facts and circumstances and determine if any individuals will receive a portion of the revenue.

Distribution of Revenue for Copyrightable Materials

This paragraph applies to all copyrightable materials except Computer Software. The Innovation Office will determine if a Net Revenue distribution should be made from licensing copyrightable materials. If so, the Innovation Office will decide which creators will receive Net Revenue based upon their intellectual contributions towards the copyrightable material. The copyrightable materials eligible for revenue distributions are governed by the Licensing and Distributions sections of this policy. In particular, the Net Revenue earned from licensing the copyrightable material will be subject to the revenue distribution formula in Table 1 only when the Innovation Office determines distributions are appropriate.

Distribution of Revenue for Computer Software

Computer Software is an example of Intellectual Property, and for purposes of this policy, Computer Software is defined as anything executable by a computer, including but not limited to computer programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

Computer Software developed using Center funded or administered resources are not eligible for distribution under this policy. There are two exceptions which are as follows:

- i) Computer Software generated through a Center sponsored request for proposals (e.g. Innovation Challenge) whereby Center includes in the request for proposal announcement that any selected Computer Software project may be eligible for Net Revenue distribution under this policy
- ii) Computer Software generated by federal grants (e.g. National Institute of Health grant) will be eligible for Net Revenue distribution under this policy.

Computer Software developed by Enhancer Workforce Members are deemed as Center resources, therefore, generation of Computer Software by these specific Workforce members would be considered Center assets, and not eligible for distribution under this policy.

Licensing of Data

There may also be certain situations where data derived from human sources may add licensable value to transactions with commercial and non-commercial partners and generate revenue for the Center. The Innovation Office shall seek input from the CEO or designee(s) in considering whether entering into a data licensing transaction is in the best interests for the Center if the transaction involves data that could:

- i) Be opposed to the fundamental values of the Center,
- ii) Involve a particularly large data set that may implicate privacy and/or unusually important ethical considerations
- iii) Stigmatize discrete and insular protected class groups or populations.

In any case where data are out-licensed and generate revenue, those data are deemed Center assets and not subject to revenue distribution among generators or enhancers of such commercially valuable data; this will apply regardless if there are individuals that contributed individually identifiable creativity, ingenuity and intellectual effort to the data collection or curation that gave the data their licensable value (e.g., annotation).

Revenue Not Subject to Distribution

Any revenue earned from agreements other than Intellectual Property license or assignment agreements shall not be subject to this policy, such as revenue earned under sponsored research and clinical trial agreements. If a licensing partner and Moffitt agree to set aside a portion of the license revenue to fund research studies, such funding shall not be deemed Gross Revenue nor subject to distribution under this policy.



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Distribution of Proceeds from Equity

Equity received as consideration for licensing of Intellectual Property will be subject to this policy. The equity will be held in the Center's name and distributions to inventors may occur once the equity becomes liquid. The decision to cash-in and timing of cashing-in the equity on behalf of the Center and the inventor rests solely with the Center CEO or designee. The proceeds from the sale of equity are included in the definition of Gross Revenue and will be distributed as outlined in Table 1.

Any equity obtained from a transaction not directly related to the licensing of Intellectual Property is outside the scope of this policy and not subject to distribution formula set forth in Table 1. For example, equity obtained by the Center from exercising its pre-emptive rights is not subject to this policy.

Other Distribution Formulas

Table 1 in this policy provides the revenue and equity distribution formulas for new inventions and copyrightable material reported to Innovation Office on or after July 1, 2022. This policy will not affect proceeds from licenses for inventions and copyrightable material reported prior to July 1, 2022. Revenue from licenses for inventions and copyrightable material reported prior to July 1, 2022 will be distributed according to the policy in effect at the time the invention was reported.

STARTUP COMPANIES

The Center has an obligation to ensure that the results of its research are developed for the public good. The Innovation Office may, at its discretion, decide to license an invention to a Startup Company in order to develop the invention into marketable products in a timely manner. Possible reasons for establishing a Startup Company include (1) allowing passionate inventors to have a substantial role in the company developing their inventions into marketable products, (2) supporting regional economic development, and (3) accessing new sources of capital for further product development (e.g., small business grants and equity/debt financing). The inventor who wishes to form a Startup Company is encouraged to share with the Innovation Office information on management, recruitment and funding plan. The Innovation Office may recommend that an option agreement be entered into prior to a license agreement if a certain funding threshold has not been reached.

When licensing Intellectual Property to established companies, the Innovation Office generally requires an upfront licensing payment along with other payment terms. A Startup Company's efforts to successfully develop a product may be hindered if the company must make an upfront licensing fee to the Center prior to the initiation of the product development process. The Center, under the Innovation Office's direction, may consider equity an acceptable consideration in lieu of some, or all, of the typical upfront licensing fees. The license agreement will include appropriate due diligence terms to ensure the invention is diligently developed and commercialized. The business relationship between the Startup Company and the Center should be in compliance with the Center's conflict of interest and commitment policies.

The Innovation Office will not negotiate a license agreement with an inventor who is a Workforce member and also an owner/founder in the Startup Company. The Startup Company must provide an agent of the Startup Company to negotiate the terms of the license agreement and any other subsequent agreements between the Startup Company and the Center.

Any decision to exercise preemptive rights or make a direct investment in the company will be made by the Center CEO or designee.

If a Startup Company has an Intellectual Property license and receives Small Business Innovation Research (SBIR), Small Business Technology Transfer (STTR) funding, or other federal grants, then the Startup Company is required to provide a copy of the grant award to the Innovation Office.

After licensing Intellectual Property to a Startup Company, all additional data/results generated at the Center relating to the Intellectual Property belong to the Center and may not be disclosed to the Startup Company without a proper agreement (e.g. sponsored research agreement) between the Center and the Startup Company. It is strongly encouraged that a Startup Company find suitable research laboratory or office space external of the Center to perform its research and development activities.



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The Center's preference is that the Startup Company be formed as a corporation and not as a limited liability company.

CONFLICT OF INTEREST – INNOVATION OFFICE STAFF

An Innovation Office staff member shall disclose all of his/her significant financial interests in pharmaceutical and biotech companies to the Center. Conflict of interest disclosure certifications must be completed upon hire and on an annual basis thereafter. Throughout the year, Innovation Office staff members must update their COI disclosure certification within 30 days of discovering or acquiring a new significant financial interest in a pharmaceutical or biotech company. Moffitt's Corporate Compliance office will determine if a conflict of interest management plan is needed for any Innovation Office team member to manage any business conflict.

APPEAL PROCESS

Waivers of this policy may be granted by the Center CEO or designee on a case-by-case basis. Such decisions are final and non-appealable.

Purpose

The purpose of this policy is to provide an Intellectual Property policy that will encourage the development of inventions and other intellectual creations for the best interest of the public. The policy is further intended to protect the respective interests of all concerned by ensuring that the benefits of such property accrue to the public, to the inventor, to the Center and to the sponsors of specific research in varying degrees of protection, monetary return and recognition.

Scope

This policy applies to the Workforce including Center clinicians, translational researchers, basic scientists, and other faculty members and staff.

Stakeholders: Workforce Members, Office of General Counsel, Office of Innovation and Industry Alliances, Research Administration, Corporation Compliance and Finance.

Procedures

N/A

Forms

N/A

Related Information

N/A

Education

N/A

Definitions

Center - H. Lee Moffitt Cancer Center and Research Institute, Inc. and its non-profit subsidiaries.

Computer Software - An example of Intellectual Property, and for purposes of this policy, Computer Software is defined as anything executable by a computer, including but not limited to computer programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled.

Enhancer Workforce Member – A Workforce member whose role or job position at the Center specifically requires the application of ingenuity, creativity, or other like qualities for the creation or enhancement of Computer Software as part



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of the daily work of said Workforce member. Faculty would not be considered Enhancer Workforce Members under this policy.

Gross Revenue - Any and all income the Center actually receives from the licensing, commercialization or exploitation of Intellectual Property, including without limitation:

- (a) Proceeds from the sale, lease or assignment of Intellectual Property, royalties, revenue, or fees generated from licenses, sublicenses, or other conveyances of any rights in Intellectual Property existing under federal or state statutes or common law to make, have made, use, copy, license, sell, or otherwise exploit the Intellectual Property.
- (b) Payments to the Center in settlement of infringement of Intellectual Property and court awarded fees, costs, and damages.
- (c) Proceeds from the sale of stock or equity obtained from the sale, lease, or assignment of Intellectual Property.

I-Edison - (Interagency Edison) is a computer software tool that helps the United States Federal Government grantees and contractors comply with applicable federal law including the Bayh-Dole Act. Bayh-Dole regulations require that government-funded inventions be reported to the federal agency that made the award.

Intellectual Property - Means and collectively includes all Property Rights conceived, invented, reduced to practice, made, or created by a Workforce member, whether alone or in combination with a third party, during employment by or association with the Center:

- (a) With the use of equipment, supplies, facilities, or trade secret information of the Center, or with the use of the hours for which the Workforce member is to be or was compensated by the Center, or
- (b) That relate to the business and research activities of the Center or to its actual or demonstrably anticipated business and research activities, or
- (c) That result in whole or in part, from work performed by the Workforce member for the Center or within the scope of employment or affiliation with the Center, or
- (d) That are specifically ordered or commissioned by the Center from the Workforce member, or
- (e) In connection with the use of gift, grant, or contract research or any other funds received through or administered by the Center, or
- (f) (With respect to copyrightable materials and copyrights) that result from work made for hire funded by the Center or a work involving significant use of the Center funded or administered resources.

Net Revenue - Means the amount remaining after the following deductions have been made from Gross Revenue derived from each individual item of Intellectual Property:

- (a) Expenses paid or to be paid by the Center related to the protection, maintenance, license, development, enhancement of the marketability, commercialization, and production of that item of Intellectual Property and its improvements, including without limitation, the following:
 - (i) Patent preparation fees, filing fees, maintenance fees, prosecution expenses and expenses associated with establishing, preserving, and protecting the Intellectual Property and its' improvements;
 - (ii) Finder's fees, commissions, and marketing and consulting expenses;
 - (iii) Legal and dispute resolution expenses, including but not limited to transactional and litigation costs, moneys paid or due to third parties as a result of settlement or judgment in a dispute, and other costs, including attorneys' fees;
 - (iv) Costs and expenses associated with the exploitation and commercialization of the Intellectual Property and its improvements;



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(v) Moneys due to third parties under agreements between the Center and those third parties (including, but not limited to, inter-institutional agreements, agreements for proof-of-concept experiments, and vendor agreements);

(vi) Production, storage, and shipping of Research Tools.

(b) In circumstances where the Innovation Office anticipates that future expenses may exceed future income derived from that Intellectual Property, the Innovation Office may deduct from Gross Revenue a reserve amount. This reserve amount of at least three years of anticipated expenses will be escrowed by the Innovation Office for any future expenses associated with that item of Intellectual Property.

After all expenses for the Intellectual Property have been satisfied, any excess reserve amount will be distributed in accordance with this policy.

Patent Rights - Means and collectively includes all U.S. and foreign patent applications of any Intellectual Property; and continuations, continuations-in-part, divisionals, and renewals thereof; all U.S. and foreign patents which may be granted thereon; and all reissues and extensions of any of the foregoing patents.

Property Rights - Means and collectively includes ideas, inventions, discoveries, designs, drawings, schematics, raw data, formulae, processes, techniques, Computer Software, experimental and clinical tests or procedures, experimental results and data, trade secrets, know-how, trademarks, service marks, copyrightable materials (including software and computer code) and copyrights thereon, Research Tools, and improvements.

Research Tools - Research results which are in a tangible form as distinct from intangible form. Examples of Research Tools include chemical materials, computer readable media or documents containing Computer Software, computer databases, circuit diagrams, or engineering drawings; integrated circuit chips; prototype devices, cell lines, vectors, antibodies, transgenic mice, knockout mice; or other property which can be physically distributed. Research Tools excludes biological materials such as tissue, blood, plasma, fluid, and subcellular components.

Startup Company - An independently owned and operated company with a limited operating history which obtained rights in Intellectual Property from the Center.

Workforce - Employees, faculty, volunteers, trainees, and other persons whose conduct, in the performance of work, is under the direct control of the H. Lee Moffitt Cancer Center and Research Institute and its subsidiaries, whether or not they are paid by the H. Lee Moffitt Cancer Center and Research Institute or one of its subsidiaries.

References

N/A

Appendices

N/A

Revision History

12/2005, 12/2011, 12/2015, 05/2022