



FOUNDATION FIGHTING BLINDNESS, CANADA (FFB):
PATENT RIGHTS POLICY FOR FFB-FUNDED RESEARCH

- I. In this policy, "Invention" refers to any new and useful art, tools, technology, process, method, use, machine, manufacture or composition of matter or any improvements thereof created in performance of research funded in whole or in part by the Foundation Fighting Blindness - Canada ("FFB"), for example, diagnostic tools, proteins and genes, drugs, and methods of treatment. "Invention" also includes, without limitation, improvements on inventions that are covered by patents or patent applications that were filed on the basis of research not funded by FFB. "Inventor" means any individual, including the applicant for a FFB award ("Applicant"), Principal Investigator (if not the same as the Applicant) and members of the Applicant's research team, who develops or otherwise makes an inventive contribution to the creation of an Invention.
- II. The Institution and the Principal Investigator (as defined in the FFB Notice of Award) shall within 30 days provide FFB with a copy of any Invention disclosure statement or record of like effect prepared by one or both of them, and with a copy of all patent applications and patents pertaining to Inventions made by one or both of them. All information provided to FFB under this Section 8 shall be held in confidence by FFB.
- III. FFB does not claim ownership of any Inventions, and FFB's name will not appear on patent applications. Title to any Invention shall be determined by the Institution according to the Institution's established policies, procedures or other obligations, including agreements with third parties, existing at the date of grant. The Institution may transfer ownership of the intellectual property only to persons agreeing to be bound by the terms of these Guidelines. "Owner" means the entity and/or individual(s) that own title to an Invention.
- IV. The Institution and the Principal Investigator shall acknowledge the contributions of FFB, by name, to their research in all non-commercial publications and broadcasts respecting Inventions. None of the Institution, the Principal Investigator or the Owner shall use the name of FFB or any FFB logo or official mark in any communication in a manner which states or implies an endorsement by FFB of any business, commercial product or service.



- V. The Owner may seek patent protection for all commercially valuable Inventions, and agrees that FFB will participate in all proceeds to the Owner arising from the transfer, licensing or exploitation of the Inventions (the "Proceeds") while the patents remain pending or in force. "Proceeds" means any revenue received by the Owner from the licensing or commercialization of an Invention after reimbursement to the Owner of all direct costs incurred in connection with commercialization activities of the Invention. FFB will consider waiving all or part of its share of the Proceeds where appropriate to promote the treatment, cure and management of retinal degenerative diseases.
- VI. FFB's share of the Proceeds shall be determined by the mutual agreement of the Owner and FFB. If the parties are unable to agree, FFB's share of the Proceeds will correspond with the proportion of FFB's financial contribution to the overall costs of the research leading to and commercialization of the Invention, but in no event shall it be less than 2.5% of Proceeds. If FFB and the Owner are unable to reach an agreement as to the calculation of such proportion, the matter shall be referred for final resolution to arbitration, in accordance with the Arbitration Act, S.O. 1991, as amended.
- VII. FFB may suggest the Owner or any successor in title to the Invention, and patents pertaining to it, to grant licences to use the Invention on a non-exclusive, royalty-free basis for academic, non-commercial research which, in FFB's sole judgment, may lead to a treatment, cure or management tool for retinal degenerative diseases.
- VIII. The Owner shall require that any transfer or exclusive license of the Invention or patents pertaining thereto reserve the rights in paragraph "VII" above.
- IX. The Owner shall provide an accounting to FFB annually, on the anniversary date of the first patent application respecting an Invention, of all Proceeds received by the Owner respecting the Invention during the preceding twelve month period. At FFB's sole expense, FFB shall have the right to audit the Owner's books and records relating to the Proceeds.
- X. The Institution agrees to hold harmless and fully indemnify FFB, its officers, employees and agents from and against any and all claims, demands, or causes of action whatsoever, including without limitation those arising on account of intellectual property infringement, any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the Invention by the Institution and/or the Institution's assignees or licensees.