U.S. DEPARTMENT OF VETERANS AFFAIRS AND UNIVERSITY INVENTION MANAGEMENT AGREEMENT

This Invention Management Agreement (this "IMA") is made by and between the United States Department of Veterans Affairs ("VA"), as represented by the Technology Transfer Program ("TTP"), Office of Research and Development, having an address at 810 Vermont Avenue NW, Washington, D.C. 20420, and the following member institutions of The University of Texas System, each being a public institution of higher education and Texas state agency (each referred to as "University") (individually, "Party" and collectively "Parties"):

The University of Texas Health Science Center at San Antonio
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at Tyler
The University of Texas Medical Branch at Galveston
The University of Texas Southwestern Medical Center
The University of Texas at Austin
The University of Texas Rio Grande Valley

This IMA supersedes the CTAA (defined below) and applies to all inventions managed under the CTAA. This IMA is effective July 1, 2018 (the "Effective Date").

RECITALS

A. VA, in accordance with Executive Order 10096, 37 C.F.R. §§ 501-501.11, 38 C.F.R. §§ 1.650-1.663, and 15 U.S.C. § 3710a et seq., and University, through its policies and contractual employment relationship with certain faculty and staff, have an interest in inventions made by their employees.

B. VA and University previously entered into that certain Cooperative Technology Administration Agreement (the "CTAA") made effective February 14, 2002, as twice amended.

C. The Parties desire that the Parties' interests in Subject Inventions, as defined below, be administered under this IMA, and in a manner to facilitate rapid commercialization of the Subject Inventions, making the benefits widely available to the public.

D. This IMA is not intended to control or affect distribution of inventors' royalties and each Party will distribute inventor's royalties according to its own policy.

E. VA may assert rights to its employees' inventions meeting the criteria set forth in 37 C.F.R. §§ 501-501.11 via a determination of rights ("Determination of Rights") process.

F. University may assert rights to its employees' inventions in accordance with the

University IP Policy, as defined below and as attached as Appendix C.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 **"Administrative Fee"** means the fee retained by Lead Party for administration of a Subject Invention in the amount of 15% of an amount equal to Gross Revenues less Expenses and amounts due and paid to non-party co-owners of the Subject Invention.

1.2 **"CRADA"** is a Cooperative Research and Development Agreement made under 15 U.S.C. Section 3710a.

1.3 **"Expenses"** mean reasonable, documented, out-of-pocket payments by Lead Party to third parties for the prosecution of patent applications and licensing of intellectual property related to a Subject Invention. Expenses may include, without limitation, foreign and domestic attorney fees incurred for patent preparation and prosecution, patent office application filing and prosecution fees, patent and patent application maintenance fees and third-party fees for marketing and market analysis. Expenses **do not** include salaries of a Party's employees or general operating expenses; payments by Lead Party for patenting and licensing activities reimbursed or to be reimbursed by a licensee or other third party; or attorney fees for litigation and any other fees or charges incurred in validity, infringement or other legal actions.

1.4 **"Government"** means the federal government of the United States of America.

1.5 **"Gross Revenues"** means all consideration received by Lead Party from the licensing of a Subject Invention, including, but not limited to, license issue and maintenance fees, minimum royalties, earned royalties, milestone payments and any other payments arising from the licensing of a Subject Invention. Consideration in a form other than cash, e.g., equity or other property, will be considered part of Gross Revenues upon sale or other disposition and receipt of cash therefrom by Lead Party. Gross Revenues excludes any reimbursements received from third parties to cover Lead Party Expenses and any reasonable documented amounts returned to a laboratory budget as compensation for costs for providing a tangible Subject Invention.

1.6 **"Invention Disclosure Report"** means a written report submitted from one Party to another Party in accordance with Article 3.

1.7 **"Lead Party"** means the Party that, by mutual agreement of the Parties, will manage and administer a particular Subject Invention, including patenting and licensing, under this IMA.

1.8 **"License Agreement"** means any fully executed agreement that grants the right to, or provides an exercisable option to negotiate the right to, make, use, sell, offer for sale, or import products or services claimed or disclosed in a patent application or issued patent covering a Subject Invention. The term License Agreement excludes collaborative research agreements including but not limited to sponsored research agreements and CRADAs as defined at 15 U.S.C. § 3710(a).

1.9 **"Net Revenues"** means, for each Subject Invention, Gross Revenues, less Expenses, the Administrative Fee retained by Lead Party, and any amounts due and paid to non-party co-owners of the Subject Invention.

1.10 **"Non-Lead Party"** means the Party who is not the Lead Party.

1.11 **"Patent Rights"** means any domestic, foreign, or international patent application (including U. S. provisional patent applications and Patent Cooperation Treaty applications) any continuations, divisions, continuations-in-part, to the extent they are entitled to the priority date of the original or parent patent application, and any patents which issue on said application including patents of addition, reissue, or re-examination, as well as any foreign counterparts and any patents which issue thereon in each case that claims or discloses a Subject Invention.

1.12 **"Subject Invention"** means any invention, whether or not covered by a patent or patent application, or discovery that is or may be patentable or otherwise protectable under Title 35 of the United States Code, the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.) or foreign patent law in which both Parties have a legal right to assert an ownership interest.

1.13 **"Term"** means the period of time this IMA is in effect, starting on the Effective Date and continuing until this IMA is terminated by operation of law or by the Parties in accordance with the terms of this IMA.

1.14 **"University 'IP' Policy"** means University's policy relating to University's rights in employee inventions set forth in Appendix C.

1.15 **"Vendorization"** means the process to officially make University a vendor to allow transfer of VA funds to University.

2. VA AND UNIVERSITY OWNERSHIP INTERESTS IN A SUBJECT INVENTION

2.1 University Ownership. University represents that the University IP Policy complies with applicable Federal, State and local laws. University will promptly notify the TTP of any changes to the University IP Policy. University will act in accordance with its stated policies and applicable Federal, State and local law

with respect to ownership of employee inventions.

2.2 VA Ownership.

(a) VA ownership rights in any Subject Invention will be determined based on Federal law and regulation. VA will evaluate Government ownership of a Subject Invention based on the provisions of 37 C.F.R. § 501.6, as the regulation may from time to time be amended, and other applicable Federal Statutes and Regulations.

(b) Administration of VA intellectual property is governed by VA in accordance with VA policy (at URL: https://www.research.va.gov/programs/tech_transfer/policies.cfm). Specifically, VA asserts rights to employee inventions meeting the criteria set forth in 37 C.F.R. §§ 501-501.11 via a Determination of Rights process. When VA asserts an ownership interest in an employee invention, the employee assigns to VA his/her rights in the employee invention.

2.3 Evaluation of Ownership Interests. The Parties will use reasonable efforts to evaluate Subject Invention ownership and chain of title and will promptly correct recorded ownership interests or chain of title should inaccuracies be discovered, for example, where applicant information is incorrectly filed with a patent office or recorded patent application assignments do not list all owners. Notwithstanding the terms of University IP Policy set forth in Appendix C, University shall have no interest in any Subject Invention where VA has asserted an ownership interest and with no contribution of University facilities, equipment, materials, funds or information to the Subject Invention.

2.4 Assignments. Each Party acknowledges the any assignment it obtains from a person employed or having an appointment with both VA and University may be subject to the other Party's ownership rights in the Subject Invention.

2.5 Rights Determinations. VA agrees to provide University with a copy of its Determination of Rights letter to University and all inventors regarding any potential Subject Invention within 5 business days after the VA issues, in writing, a Determination of Rights letter.

2.6 Disclosure Obligations. The disclosure obligations set out in this IMA apply to all Subject Inventions.

2.7 Applicability. This IMA applies to a Subject Invention when at least one of the named inventors is employed by or has a position appointment with both VA and University. For sake of clarity, this IMA does not apply to a Subject Invention made under a research agreement between VA and a third party, including but not limited to a CRADA, **or to any invention to which VA does not assert ownership rights.**

3. DISCLOSURE, LEAD PARTY and NET REVENUE SHARES

3.1 Subject Invention Disclosure. Each Party will notify the other Party's technology transfer/commercialization office in writing of each Subject Invention via sending a complete Invention Disclosure Report within sixty (60) days after the employee disclosed his/her invention to his/her employer. For this IMA, the word "complete" means sufficient information is included in the Invention Disclosure Report for the Government to determine its ownership rights in employee inventions as required by 37 C.F.R.§501.6. The Invention Disclosure Report will include (1) a detailed description of the Subject Invention, (2) a listing of all possible inventors and their affiliations with corresponding contact information, (3) information concerning the use of third party materials in the making of the Subject Invention or in the Subject Invention itself, (4) any supporting documents and manuscripts provided by the inventors and (5) a statement of whether any Government funds, facilities, materials, equipment, information or the time or services of other VA employees on official duties contributed to this Subject Invention. An Invention Disclosure Report will also indicate whether the Subject Invention was made under a sponsored research agreement containing terms that grant rights in, or grant options to exercise rights in, intellectual property to a third party. Information disclosed under this Section 3.1 is subject to the confidentiality terms of Article 7 Use of Name and Confidentiality.

3.2 Lead Party Designation. The Parties will designate, using the addendum form in Appendix A, Lead Party for each Subject Invention, within sixty (60) days after the VA issues a Determination of Rights letter. University will be Lead Party in instances where University has entered into a sponsored research agreement (SRA) with a third party that involves use of a Subject Invention and the SRA contains a grant of rights or an option to exercise rights in intellectual property arising under the SRA.

3.3 Lead Party Obligations. Lead Party will manage and administer the patent prosecution and licensing activities for the Subject Invention on behalf of both Parties, as set forth in Articles 4 and 5.

3.4 Net Revenue Shares. Following designation of Lead Party, the Parties will mutually agree and specify, using the addendum form in Appendix B, VA's and University's share of Net Revenue. In general, these shares will reflect the contributions made by the inventors (VA and University) and their relative contributions to the Subject Invention.

3.5 Administrative Fee. Lead Party is entitled to retain the Administrative Fee.

4 PATENT PROSECUTION

4.1 Patent Application Preparation. For each Subject Invention, Lead Party will have the exclusive right and obligation to direct the domestic and foreign patenting strategy, including the preparation of patent applications. Non-Lead Party agrees to and hereby grants Lead Party, or Lead Party's legal representative, power of attorney to file and prosecute U.S. and foreign patent applications disclosing or claiming the Subject Inventions on behalf of Non-Lead Party. The Parties will reasonably cooperate with the other with respect to the prosecution of patent applications, including providing access to inventors and documentation, executing documents and taking all other actions necessary to advance prosecution. Lead Party will be responsible for paying all Expenses.

4.2 Patent Application Report. Within thirty (30) days after filing a patent application on a Subject Invention, Lead Party will provide Non-Lead Party the application serial number, filing date and a complete copy of the patent application. The patent application reporting obligation under this Section 4.2 applies to any and all domestic, foreign national, foreign regional and international patent applications claiming or disclosing a Subject Invention. Upon written request, Lead Party will promptly provide copies of all office actions, responses, and all other communications to and from the United States Patent and Trademark Office or its international and foreign equivalents regarding any Subject Invention. Non-Lead Party reserves the right to comment on Subject Invention patent prosecution matters, and Lead Party will reasonably consider (and incorporate when appropriate) Non-Lead Party's comments into its patent prosecution strategy.

4.3 Patent Application Summary for Public Release. Within thirty (30) days after receipt of a written request, Lead Party will provide Non-Lead Party a brief non-confidential summary suitable for public release of any filed patent application related to a Subject Invention. The non-confidential summary will include the title, patent application number, filing date, the title of the research, and a non-confidential abstract of the research.

4.4 Notice of Patent Issuance. Lead Party will notify Non-Lead Party, in writing, of the issuance of any patent claiming or disclosing a Subject Invention as soon as reasonably practicable after receipt of the issue notice. Such notification will include, minimally, VA and University invention identifying numbers, the patent number and the earliest claimed priority date. Each Party may post and freely disseminate information concerning the granting of a patent related to a Subject Invention.

4.5 Assignments. If and when a utility patent application is filed with the United States Patent and Trademark Office, Lead Party will obtain an assignment of rights to the Subject Invention from each inventor and their respective employer. Lead Party will promptly record the assignment in each country in which a

patent application involving the Subject Invention is filed. Lead Party will provide Non-Lead Party a copy of each recorded assignment within ninety (90) days after recordation. VA's interest as an assignee will read "The United States Government as represented by the Department of Veterans Affairs (Washington, D.C.)." University's interest as an assignee will read "The Board of Regents of The University of Texas System for the benefit of The University of Texas".

4.6 Disclaimed Subject Invention. Lead Party may, by notice to Non-Lead Party, disclaim the right and obligation to file patent application on any Subject Invention (a "Disclaimed Subject Invention"). Notice of intent to disclaim a Subject Invention must be provided to the Non-Lead Party at least ninety (90) days prior to any event which could prejudice the ability to obtain patent rights in the United States or abroad. Non-Lead Party may decide at its sole expense and discretion to file a patent application on the Disclaimed Subject Invention. Non-Lead Party will have no obligation to account to the Lead Party for Gross Revenues or any other third-party consideration arising from the Disclaimed Subject Invention. Lead Party will reasonably cooperate with Non-Lead Party with respect to the filing of a patent application and the prosecution of any Disclaimed Subject Invention, including providing access to inventors and documentation, executing documents and taking all other actions necessary to advance prosecution and commercialization.

4.7 Disclaimed Patent Right.

(a) Lead Party will notify Non-Lead Party of its intent to abandon prosecution of any patent application or maintenance of any issued patent covering Patent Rights (or of its decision not to file for foreign patent protection on a Subject Invention (each a "Disclaimed Patent Right"), in each case, at least ninety (90) days before any legal deadline for action required to avoid a loss of rights).

(b) Upon receiving notice of a Disclaimed Patent Right, Non-Lead Party may, at its sole discretion and expense, take over the filing, prosecution or maintenance of the Disclaimed Patent Right. Non-Lead Party taking over prosecution of a Disclaimed Patent Right will consider Lead Party's costs associated with the Disclaimed Patent Right incurred before the date of the notice as an Expense and will have no further obligation to account to Lead Party for Gross Revenues or any other third-party consideration arising from the Disclaimed Patent Right.

(c) Lead Party will reasonably cooperate with Non-Lead Party with respect to the prosecution of any Disclaimed Patent Right, including providing access to inventors and documentation, executing documents and taking all other actions necessary to advance prosecution.

4.8 For any Disclaimed Patent Right or Disclaimed Subject Invention, Lead Party will, within thirty (30) days, effect an assignment transferring its ownership interest in the Disclaimed Patent Right or Disclaimed Subject Invention to Non-Lead Party.

5 LICENSING

5.1 Exclusive Right to Negotiate, Execute and Administer Licenses. Subject to requirements of Sections 5.2 and 5.3, Lead Party has the exclusive right to negotiate, execute and administer License Agreements. Non-Lead Party authorizes Lead Party to grant exclusive, non-exclusive or partially exclusive License Agreements in and to Non-Lead Party's Patent Rights. Lead Party will use reasonable efforts to evaluate the financial and technical capability of potential licensees and grant licenses only to third parties with the capability to bring the Subject Invention to the point of practical application, as that term is defined in 37 C.F.R. § 404.3(d). Non-Lead Party will forward any licensing inquiries it receives to Lead Party within thirty (30) days after receipt thereof.

5.2 License Terms.

(a) Lead Party will ensure that any License Agreement is expressly subject to the provisions of 37 C.F.R. § 401 and to the rights retained by the Government under this IMA, including, inter alia, the requirement for substantial manufacture in the United States.

(b) Any License Agreement entered into will be subject to the following rights of the Government and will include the following obligatory statement:

"The U.S. Government shall have the irrevocable, royalty-free, paid-up right to practice and have practiced the Patent Rights throughout the world by or on behalf of the U.S. Government and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement to which the Government is a signatory."

5.3 License Negotiation. Lead Party will consult with Non-Lead Party in the negotiation of all License Agreements. Lead Party will provide to Non-Lead Party a final draft of each proposed License Agreement (or sublicense allowed under this IMA) and use reasonable efforts to provide Non-Lead Party an opportunity to provide comments and consider accommodating reasonable written requested modifications to the draft License Agreement. Information included with the draft License Agreement must include information indicating in what state or country the proposed licensee is primarily registered and whether the business is veteran, woman or minority-owned or a small business as defined by the Government. Final draft and execution copies of the License Agreement must include a reference to both VA and University invention disclosure or matter numbers identifying the Subject Invention(s) covered by the License Agreement.

6 REVENUES

6.1 Gross Revenue Receipt and Allocation. Lead Party will collect Gross Revenues paid or transferred pursuant to the License Agreement. If other invention(s) that are not Subject Inventions are licensed together with Subject Invention(s) under a single License Agreement, Lead Party will allocate Gross Revenues according to a plan negotiated in good faith between Lead Party and Non-Lead Party at the time of licensing such other invention(s) and the Subject Invention(s).

6.2 Net Revenue Payments.

(a) Lead Party will pay Non-Lead Party its share of Net Revenues, as shown in the completed Addendum for Revenue Sharing for Specific Subject Invention (see Appendix B), within ninety (90) days of receipt of Gross Revenues by Lead Party. Payments will be made in U.S. Dollars, by check, bank draft, or ACH drawn on a United States bank (see Section 11 Notices). University consents to the Vendorization process to receive University's share of Net Revenues.

(b) Net Revenue payments will be accompanied by an itemized accounting of the calculation of Non-Lead Party's share of Net Revenues for each individual Subject Invention, and will include VA identification number, Gross Revenues, and itemized Expenses. If no payment is due, Lead Party will submit an itemized accounting to Non-Lead Party no less frequently than annually.

(c) Payments to VA, including all VA inventor's royalties, will be made payable to the "Department of Veterans Affairs (royalty),"and sent to the address shown in Section 11 Notices.

(d) Payments to University, including University inventor's royalties, will be made payable to payee at the address shown in Section 11 Notices.

7 USE OF NAME, CONFIDENTIALITY and PUBLICATION

7.1 Use of Name. Neither Party may use or allow its licensees to use the name, logos or trademarks of the other Party in any way for any purpose without the express written consent of the other Party. The name of the other Party may be used, however, to provide correct and accurate information about ownership of the Subject Invention, in connection with negotiating a License Agreement or sublicense agreement and where required by law.

7.2 Confidentiality. The Party receiving information from the other Party pursuant to this IMA, whether information is disclosed in writing, orally, or in any other manner and which is identified or labeled as "confidential" at the time of disclosure or confirmed in writing to be confidential will (1) treat the disclosed information as confidential, (2) use the information only for the purposes of this IMA, and (3) will not disclose the information, and will

assure that its directors, officers, agents or employees will not disclose, the information without the prior written consent of the other Party except to the extent that the receiving Party can establish that such information:

7.2.1 Was in the public domain at the time of disclosure;

7.2.2 Later became part of the public domain without breach of this IMA by the receiving Party, its employees, agents, successors or assigns;

7.2.3 Was lawfully disclosed to the receiving Party by a third party without obligations of confidentiality;

7.2.4 Was already known by the receiving Party at the time of disclosure;

7.2.5 Was independently developed by the receiving Party;

7.2.6 Was required by law, court order or regulation to be disclosed. To the extent reasonably possible, the disclosing Party will provide the other Party prior written notice of the disclosure as far in advance as reasonably possible; or

7.2.7 Was required to be disclosed by receiving Party to a regulatory authority in connection with regulatory filings related to a Subject Invention.

7.3 Degree of Care. Each Party's obligation of confidentiality hereunder will be fulfilled by using at least the same degree of care with the other Party's confidential information as it uses to protect its own confidential information. This obligation exists for a period of three (3) years after the related Invention Disclosure Report was submitted to the other Party.

7.4 Publication. Nothing herein will restrict the publication rights of University.

8 RECORDS AND REPORTS

8.1 Records. Lead Party will keep complete, true, and accurate accounts of all Expenses, third party reimbursements, and of all Gross Revenues received by it under each License Agreement and permit Non-Lead Party or Non-Lead Party's designated agent, not more than once per year and at Non-Lead Party's sole expense, to audit Lead Party's books and records to verify compliance with this IMA.

8.2 Reporting. Lead Party will provide a written report to Non-Lead Party, at least once a year on or before November 1 of each year, and a final report within sixty (60) days after termination of this IMA, covering the period since the last report, setting forth the status of filed patent applications, commercial development, royalty income, and licensing activity concerning Subject Invention(s), and upon

written request of the Non-Lead Party, copies of patents issued and License Agreements executed during that period. A sample Annual Report Format is attached hereto as Appendix E.

9 PATENT INFRINGEMENT

9.1 Notice. In the event Non-Lead Party or Lead Party, including its licensees, learn of the infringement of any patent subject to this IMA, the Party that learns of the infringement will promptly notify the other Party in writing and provide the other Party with copies of all available evidence of the infringement. Lead Party and its licensees, in cooperation with Non-Lead Party, will use reasonable efforts to eliminate the infringement without litigation. If the efforts of the Parties are not successful in eliminating the infringement within ninety (90) days after the infringer has been formally notified of the infringement by Lead Party, Lead Party may, after consulting with Non-Lead Party, commence suit on its own account. Non-Lead Party may join Lead Party's suit or commence its own suit; however, with respect to VA, any such action is subject to approval by the U.S. Department of Justice (DOJ).

9.2 Licensees. Lead Party may permit its licensees to have first right to bring suit on their own account. Non-Lead Party agrees, to the extent it is able to get approval, in the case of the VA from the DOJ, in the case of the University from the appropriate officer pursuant to University policy and rules, to join or be joined in such suit if legally necessary.

9.3 Legal Expenses. Legal action or suits to eliminate infringement or recover damages pursuant to this Article 9 will be at the expense of the Party by whom suit is brought and each Party or its licensee will pay its own legal fees and other litigation expenses, unless otherwise mutually agreed in writing. All monies awarded in litigation, subject to the terms of any relevant License Agreement, will first be used to reimburse the Party by whom suit was brought for its expenses relating to the legal action, then the legal expenses of the other Party, and the remainder of the damages will be considered Net Revenues.

9.4 Cooperation. Each Party agrees to cooperate with the other in litigation proceedings and may be represented, at its expense, by counsel of its choice in any suit.

9.5 Texas Attorney General. This Article 9 is subject to the statutory duties of the Texas Attorney General.

10 TERM, TERMINATION, ASSIGNMENT and SURVIVING TERMS AND CONDITIONS

10.1 Expiration. This IMA expires July 1, 2043. The Parties may elect to extend the term at any time by mutual consent in writing.

10.2 Termination by Mutual Consent. The Parties may elect to terminate or modify this IMA at any time by mutual consent in writing.

10.3 Unilateral Termination. Either Party may terminate this IMA unilaterally at any time by giving the other Party written notice not less than six (6) months prior to the termination date. If this IMA is terminated by either Party, each Party will continue to abide by its previous commitments as to this IMA as well as any other agreements made between the Parties with respect to each of its respective intellectual property portfolios.

10.4 Termination for Default. In the event a Party is in default in the performance of any material obligations under this IMA, and the default has not been remedied within thirty (30) days after the date of written notice of the default, the other Party may terminate this IMA at any time by written notice.

10.5 Effect of Termination. Notwithstanding termination or expiration of this IMA:

10.5.1 Fully executed License Agreements will survive termination of this IMA. Modifications or amendments to a License Agreement post-termination of this IMA may be made only where all Parties to the License Agreement agree in writing on the amendment or modification.

10.5.2 Lead Party will continue to administer Gross Revenues and the distribution of Net Revenues to Non-Lead Party during the term of any such surviving License Agreement and any subsequent amendments.

10.5.3 The following Articles of this IMA will survive its expiration or earlier termination: Article 4 Patent Prosecution, Article 5 Licensing, Article 6 Revenues, Article 7 Use of Name, Confidentiality and Publication, Article 8 Records and Reports and Article 9 Patent Infringement.

10.5.4 Before termination of this IMA, the Parties will assess the impact of termination on other intellectual property agreements between the Parties and amend any other intellectual property agreements to ensure consistency with the termination of this IMA.

10.6 No Waiver. It is agreed that no waiver by either Party hereto of any breach or default of any of the terms of this IMA will constitute a waiver as to any subsequent and/or similar breach or default.

10.7 Assignment. This IMA is binding upon and will inure to the benefit of the Parties, and their successors or assigns, but this IMA may not be assigned by either Party without the prior written consent of the other Party.

11 NOTICES

Any notice or any other written information required or permitted by this IMA to be given to a Party will be deemed to have been properly given if (1) the notice contains invention identification numbers for both Parties, and (2) the notice is properly addressed to the other Party and delivered in writing; in person or mailed by prepaid, first class, registered or certified mail; or by an express/overnight delivery service provided by a commercial carrier. Notice may also be given via electronic mail and will be deemed received by a Party when that Party acknowledges receipt via return email or acknowledges receipt by any other means specified in this Article 11.

Written notices or any other written information required or permitted by this IMA will be sent to the mailing address below, or alternative address(es) for individual Subject Invention(s) as identified in writing by the VA Director, Technology Transfer Program or by University.

To VA:

Director (10P9TT) Technology Transfer Program
Office of Research and Development
U.S. Department of Veterans Affairs
810 Vermont Avenue N.W.
Washington, D.C. 20420
Phone: (202) 632-7271
E-mail: vattid@va.gov

To University: See Appendix D

12 DISPUTES, GOVERNING LAWS, MODIFICATION, ENTIRE AGREEMENT

12.1 Disputes: The Parties will use reasonable efforts to amicably resolve any dispute arising under this IMA. Any dispute that cannot be reasonably resolved will be referred to officials of the Parties with authority to settle the relevant dispute, or will otherwise follow processes for resolution as may be required by law.

12.2 Governing Laws. This IMA will be construed in accordance with U.S. Federal law and the law of the State of Texas when not in conflict with U.S. Federal law. U.S. Federal law and regulations preempt any conflicting or inconsistent provisions in this IMA. University and its Board of Regents will have all defenses available to it under Texas law.

12.3 Modifications. Any modification or amendment to this IMA must be in writing, agreed to and executed by both Parties.

12.4 Entire Agreement. This IMA constitutes the entire understanding between the Parties concerning the subject matter herein. This IMA further supersedes and replaces any existing agreement or understanding between the Parties regarding

management of any intellectual property including any inventions including but not limited to that certain master U. S. Department of Veterans Affairs and Board of Regents, The University of Texas System Cooperative Technology Administration Agreement as amended having an effective date of February 14, 2002. On and after the Effective Date, all inventions, past and future subject to joint management of intellectual property between the Parties will be governed by this IMA as it is the intent of the Parties that the terms and conditions of any and all prior agreements relating to the subject matter herein are superseded by the terms of this IMA.

Appendices Attached:

Appendix A: Addendum for Designating Lead Party for a Subject Invention
Appendix B: Addendum for Revenue Sharing for Specific Subject Invention
Appendix C: University IP Policy
Appendix D: Administrative Contact Person and Address for each University
Appendix E: Annual Report Format

IN WITNESS WHEREOF, the Parties have acknowledged their consent and agreement to this IMA as of July 1, 2018, the Effective Date, by executing below.

AGREED AND ACCEPTED:
U.S. Department of Veterans Affairs

By: _____
Name: John S. Kaplan
Title: Director, Technology Transfer Program
(Date) 3 July 2018

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at San Antonio

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:

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Name: John J. Kaplan
Title: Director, Technology Transfer Program
(Date) 3 July 2018

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at San Antonio

By: _____
Name: Chris G. Green, CPA
Title: Sr. Director, Office of Sponsored Programs
(Date) 7-10-18

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:

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By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Health Science Center at San Antonio

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Medical Branch at Galveston

By: _____
Name: Carolee A. King
Title: Sr. VP and General Counsel
(Date) 1/27/18

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

The University of Texas Health Science Center at Houston

By: _____
Name: T. Kevin Dillon
Title: Senior EVP, COO & CFO
(Date) 8/14/2018

The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

Approved as to Content for The University of Texas Health Science Center at Houston

By: _____
Bruce D. Butler, Ph.D.
Vice President for Research and Technology

Date: 8-14-18

The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Tyler

By: _____
Name: David Anderson
Title: Director, Sponsored Programs
(Date) 2/10/18

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: Frank Grassler, J.D.
Title: Vice President for Technology Development
(Date) 7/23/18

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: Parwinder S. Grewal, Ph.D.
Title: Executive VP for Research, Grad
(Date) Studies & New Program Develop.
July 6, 2018

AGREED AND ACCEPTED:
The University of Texas at Austin

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Houston

By: _____
Name: _____
Title: _____
(Date)

The University of Texas Health Science Center at Tyler

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Southwestern Medical Center

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas Rio Grande Valley

By: _____
Name: _____
Title: _____
(Date)

AGREED AND ACCEPTED:
The University of Texas at Austin

By: Mark Featherston Digitally signed by Mark Featherston
Date: 2018.07.23 09:01:12 -05'00'
Name: Mark Featherston
Title: Assistant Director, Office of Sponsored Projects
(Date) 23 July 2018

Appendix A

Addendum for Designating Lead Party for a Subject Invention

Subject Invention Title: _____

University of Texas at _____

University Invention ID Number: _____

VA Invention ID Number: _____

Inventor(s) (each an "Inventor"): _____

_____

Lead Party: _____

Non-Lead Party: _____

In accordance with the terms and conditions of the Invention Management Agreement (the "IMA") entered into by and between the Department of Veterans Affairs ("VA") and certain member institutions of The University of Texas System including the University of Texas at _____ ("University") on July 1, 2018, VA and University (each a "Party") wish to designate Lead Party responsible for the management of the Subject Invention identified above. Terms not defined within this Amendment will have the meanings defined in the IMA.

Whereas, at least one of the Inventors of the Subject Invention is employed by, or has position appointment-related obligations to both VA and University;

Whereas, University has an ownership interest in the Subject Invention based the University IP Policy;

Whereas, VA has asserted an ownership right in the Subject Invention based on information provided by one or more of the Inventor's and the inquiry required at 37 C.F.R. § 501.6 ("Criteria for the Determination of Rights in and to inventions") for asserting rights in the intellectual property of Government employees; and

Whereas, **[ADDITIONAL INFORMATION RELAVANT TO THE SUBJECT INVENTION (e.g. PATENT APPLICATION NUMBERS), IF ANY]**;

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lead Party and Non-Lead Party are designated as shown above for the Subject Invention.

2. Non-Lead Party hereby authorizes Lead Party to act on its behalf, to the extent specifically set forth in the IMA, with respect to the Subject Invention.

3. Lead Party acknowledges its rights and obligations under the IMA as the designated Lead Party and agrees to act on Non-Lead Party's behalf, to the extent specifically set forth in the IMA, with respect to Subject Invention.

This Addendum is effective _____.

U.S. Department of Veterans Affairs

By: _____
NAME:
Director, Technology Transfer Program

Date: _____

The University of Texas _____

By: _____
NAME:
TITLE:

Date: _____

Appendix B

Addendum for Revenue Sharing for Specific Subject Invention

Subject Invention Title: _____

University of Texas at _____

University Invention ID Number: _____

VA Invention ID Number: _____

Inventor(s) (each an "Inventor"): _____
_____

Lead Party: _____

VA Share of Net Revenues: %_____

University Share of Net Revenues: _____ %____

In accordance with the terms and conditions of the Invention Management Agreement (the "IMA") entered into by and between the Department of Veterans Affairs ("VA") and certain member institutions of The University of Texas System including the University of Texas at _____ ("University") on July 1, 2018. The Parties wish to establish the share of Net Revenues for the Subject Invention due to each Party.

Terms not defined within this Amendment will have the meanings defined in the IMA.

(Template suggested language:)

Whereas, Lead Party has entered into a license agreement (the "License") involving the grant of rights to **[NAME OF LICENSEE]** (the "Licensee") in the Subject Invention entitled **"[TITLE OF INVENTION DISCLOSURE]"** having a University Identification Number **[UNIVERSITY ID NUMBER]** and VA identification number of **[VA ID NUMBER]**.

Whereas, The Parties have designated Lead Party, shown above.

Whereas, the Parties wish to provide for Lead Party and Non-Lead Party share of Net Revenues as contemplated by Section 3.4 of the IMA;

As of the Effective Date of this Addendum, the following patent applications have been filed based on the Subject Invention and are or will be the subject of a License(s):

[LIST OF PATENT APPLICATION(S) BY SERIAL NUMBER]

Lead Party will distribute Net Revenues from the Subject Invention to Lead Party and to Non-Lead Party in accordance with each Party's Share of Net Revenues shown above.

This Addendum for Revenue Sharing for Specific Subject Invention is effective _____.

U.S. Department of Veterans Affairs	**The University of Texas** _____
By: _____	By: _____
NAME:	NAME:
Director, Technology Transfer Program	TITLE:
Date: _____	Date: _____

Appendix C

University IP Policy

The University of Texas System
Intellectual Property Policy

https://cms.utsystem.edu/board-of-regents/rules/90101-intellectual-property

Sec. 1 Preamble.
This intellectual property Rule is intended to serve the public good, promote partnerships with the private sector, encourage innovation, promote the engagement of faculty, staff, and students in research, and foster economic development. The Board of Regents recognizes the high importance of discovery commercialization as a core mission. U. T. System recognizes that it will attract more collaborative research supported by industry if timely and efficient processes exist to manage intellectual property.

This Rule is intended to be adaptable to the highly varied circumstances that characterize the private sector and the portfolio of research at U. T. System institutions. In all cases, U. T. System institutions will strive to enable the ease of intellectual property creation, protection, management, and transfer to the private sector and society within an environment that promotes the highest quality and integrity of academic activity, teaching, and research.

U. T. System is guided by the following fundamental principles on intellectual property:

1.1 The successful deployment of intellectual property developed through teaching, research, discovery, creative activities, and application of knowledge, whether through sponsored research, licensing, or other types of transactions or arrangements, allows for knowledge and technology to be disseminated to benefit the broad public and comports with the mission of the U. T. System;

1.2 Sponsored research is very important to the vitality and competitiveness of U. T. System institutions, the State of Texas, and our nation. All U. T. System institutions shall (a) encourage and strengthen university-industry partnerships, (b) efficiently and expeditiously manage intellectual property created from these partnerships, and (c) remain understanding, flexible, and open to the varied circumstances and needs of potential industry sponsors;

1.3 U. T. System institutions should expect that when industry is underwriting sponsored research, industry commences negotiations with the expectation of speed in the execution of critical agreements, clear financial outcomes, and ownership rights in, or appropriate access to, intellectual property resulting from the work;

1.4 Sponsored research is frequently tightly integrated with the educational mission at many U. T. System institutions but must not abridge publication and research rights, impinge upon the dissemination of research results, including student theses and dissertations, nor diminish an environment of academic and research integrity;

1.5 The primary research-related duties of members of the faculty at U. T. System institutions are to teach, study, investigate, discover, create, disseminate, develop professionally, and infuse new knowledge into their classes and student interaction;

1.6 Commercialization of technology enhances the reputation of the U. T. System and enables transformation of knowledge into the marketplace; and

1.7 Compliance with all applicable federal laws and regulations, the Texas Constitution, and applicable laws of the State of Texas is essential for successful U. T. System technology commercialization.

Sec. 2 Ownership of Intellectual Property.

Except as set forth in Section 5, the Board of Regents automatically owns the intellectual property created by individuals subject to this Rule, yet recognizes the importance of discovery commercialization. In appropriate circumstances concerning intellectual property resulting from research supported by (a) an entirely private, nongovernmental grant or contract with a nonprofit or for-profit entity, or (b) an entirely private gift or grant to the U. T. System or any U. T. System institution, as set forth in Section 12.1, the U. T. System or a U. T. System institution may enter into an agreement to transfer or grant appropriate access to the Board of Regents' rights in intellectual property to third parties. For purposes of this Rule, intellectual property includes, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, work of authorship and software, regardless of whether subject to protection under patent, trademark, copyright, or other laws.

Sec. 3 Individuals Subject to this Rule.

While students are governed by Section 6, this Rule applies to all persons employed by the U. T. System or any U. T. System institution, as well as to anyone using the facilities or resources of the U. T. System or any U. T. System institution. All individuals subject to this Rule must assign, and do hereby assign, their rights in such intellectual property to the Board of Regents, and such individuals shall promptly execute and deliver all documents and other instruments as are reasonably necessary to reflect the Board of Regents' ownership of such intellectual property. A creator of intellectual property owned by the Board of Regents has no independent right or authority to convey, assign, encumber, or license such intellectual property other than to the Board of Regents. U. T. System institutions may promulgate institutional rules, regulations, or policies defining the course and scope of employment for persons or classes of persons and specifying that authorized outside employment is or is not within an employee's course and scope of employment.

Sec. 4 Intellectual Property Subject to this Rule.

Intellectual property (a) developed within the course and scope of employment of the individual, (b) resulting from activities performed on U. T. System time or with support of state

funds, or (c) resulting from using facilities or resources owned by the U. T. System or any U. T. System institution (other than incidental use) is owned by the Board of Regents.

Sec. 5 Intellectual Property Not Subject to this Rule.
Intellectual property developed or created by a U. T. System employee outside the course and scope of employment of the individual that is developed or created on his/her own time and without the support of the U. T. System or any U. T. System institution or use of U. T. System facilities or resources, is the exclusive property of the creator.

Sec. 6 Students and Intellectual Property.
A student enrolled at a U. T. System institution, such as in an undergraduate or graduate degree program or certificate program, including a postdoctoral and predoctoral fellow, owns the intellectual property he or she creates (a) in courses, (b) during extracurricular activities, and (c) while using the resources and facilities of U. T. System institutions commonly provided for a student's use and for which a student has paid tuition and fees, unless:

6.1 The student is also an employee of the U. T. System or any U. T. System institution and the intellectual property is developed within the course and scope of his or her employment, in which case the provisions of this Rule relating to employees shall apply;

6.2 The student works on a work-for-hire or institutional project as described by Section 8, in which case Section 8 governs that work;

6.3 The student participates in a research project where any intellectual property created under that project has already been committed to, or encumbered by an agreement with, a governmental, philanthropic, corporate or other sponsor, including a sponsor as described in Section 12.1; or

6.4 The student jointly creates the intellectual property with a non-student, in which case this Rule (other than Section 6) and applicable law dictate ownership of the intellectual property as if the student was a non-student described in Section 3.

Sec. 7 Interest in Certain Copyrights.
Notwithstanding Section 2 but subject to Section 12, the Board of Regents will not assert an ownership interest in the copyright of scholarly or educational materials, artworks, musical compositions, and literary works related to the author's academic or professional field, regardless of the medium of expression. Such creators are encouraged to manage their copyrights in accordance with the guidelines concerning management and marketing of copyrighted works consistent with applicable institutional policies.

As the Board of Regents has done historically, as reasonably required for the limited purpose of continuing an institution's scheduled course offerings, the Board of Regents retains for one year following the loss of a course instructor's services a fully paid-up, royalty-free, nonexclusive worldwide license to use, copy, distribute, display, perform, and create derivative works of materials prepared by the instructor (including lectures, lecture notes, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, examinations, web-ready content, and educational software) for use in teaching a course.

Sec. 8 Works for Hire and Institutional Projects.

Notwithstanding any provisions of Sections 6 or 7 to the contrary, the Board of Regents shall have sole ownership of all intellectual property created by (a) an employee, student, or other individual or entity commissioned, required, authorized, or hired specifically to produce such intellectual property by the U. T. System or any U. T. System institution, and (b) an employee, student, or other individual as part of an institutional project. The provisions of Section 11.5 shall not apply to intellectual property governed by this Section unless approved by the institution or U. T. System Administration in a written agreement.

Sec. 9 Use of Research Data.

Research data or results created by an employee are owned by the Board of Regents and except to the extent that rights to such research data are contractually assigned or licensed to another by the Board of Regents, the creator shall have a nonexclusive license to use such data for patient care, teaching, scholarly, and other academically related purposes and nonprofit research, provided such activities are within the scope of the employee's employment.

Sec. 10 Use of Facilities and Resources.

Other than in connection with student-owned intellectual property governed by Section 6, U. T. System and U. T. System institution facilities and resources may not be used (a) to create, develop, or commercialize intellectual property outside the course and scope of employment of an individual, or (b) to further develop or commercialize intellectual properties that have been released to an inventor by the Board of Regents under Section 11.2, except as the institution's president may approve in writing where the U. T. System retains an interest under the terms of the release.

Sec. 11 Invention Disclosure and Commercialization.

11.1 Determination of the Board of Regents' Interest.

Before intellectual property owned by the Board of Regents is disclosed to any party outside the U. T. System, to the public generally, or for commercial purposes, and before publishing same, the creator shall submit a reasonably complete and detailed invention disclosure of such intellectual property to the president (or designee) of his or her institution for determination of the Board of Regents' interest. The institution will regularly and promptly communicate with the creator during this decision-making process and commercialization shall not proceed until that decision is made.

11.2 Election Not to Assert Ownership Interest.

If the institution's president elects not to assert the Board of Regents' ownership interest, the institution's president shall notify the U. T. System Office of General Counsel and the primary creator in writing within 20 business days after the decision is made that the institution will release the intellectual property to the creator, except where prohibited by law or contractual obligations or requirements. Thereafter, the creator will be free to obtain and exploit a patent or other intellectual property protection in his or her own right and the U. T. System and U. T. System institutions shall not have any further rights, obligations, or duties with respect thereto except that, in appropriate circumstances, the institution's president may elect to (a) retain income rights, and (b) impose certain limitations or obligations, including, but not limited to, a nonexclusive license for the creator, U. T. System, and any U. T. System institution to use the released invention for patient care, teaching, scholarly, and other academically related purposes, nonprofit

research, and to comply with United States government reporting and license requirements.

11.3 Later Release of Invention.

Except where prohibited by law or contractual obligations or requirements, the institution's president may elect to release an invention to its creator at any time after asserting the Board of Regents' ownership interest, with notice to the U. T. System Office of General Counsel; however, such release must include provisions for the recovery by U. T. System of any patent and licensing expenses as well as the retention of income rights by U. T. System, and may include certain limitations or obligations, including those set forth in Section 11.2.

11.4 Protection and Commercialization of Intellectual Property.

With respect to intellectual property in which the Board of Regents asserts an interest, the institution's president, or his or her designee, shall decide how, when, and where the intellectual property is to be protected and commercialized. The institution may contract with outside counsel for legal services with the prior consent of the Vice Chancellor and General Counsel and, if required by law, the approval of the Attorney General.

11.5 Reimbursement of Licensing Costs and Allocation of Income.

In those instances where the U. T. System or any U. T. System institution licenses rights in intellectual property to third parties, the costs of licensing, including, but not limited to, the costs to operate and support a technology transfer office and the costs of obtaining a patent or other protection for the property on behalf of the Board of Regents must first be recaptured from any royalties or other license payments received by the U. T. System or any U. T. System institution. The remainder of any such income (including, but not limited to, license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, and sublicense payments) shall be divided as follows:

30-50% to creator(s), and
50-70% to U. T. System institutions.

The U. T. System or the U. T. System institution shall decide on a case-by-case basis the allocation of income within these ranges for all creators, with the remainder to be disbursed to and/or retained by the U. T. System or the applicable U. T. System institution. A creator may, however, disclaim his/her interest in such income, in which case the institution shall receive and/or retain the creator's share and shall decide, in its sole discretion, if, how and when to disburse such income. Income received and/or retained by the U. T. System or any U. T. System institution from any intellectual property shall be used by the U. T. System institution where the intellectual property originated.

Sec. 12 Sponsored Research.

12.1 Private Sources.

Intellectual property resulting from research supported by private sources is owned by the Board of Regents. However, with respect to intellectual property resulting from research entirely supported by (a) a private, nongovernmental grant or contract with a nonprofit or for-profit entity, or (b) a private gift or grant to the U. T. System or any U. T.

System institution, if otherwise permitted by this Rule, applicable law and Section 12.3, the U. T. System and U. T. System institutions are permitted and encouraged to negotiate an agreement acceptable to U. T. System Administration or applicable U. T. System institution to transfer or grant appropriate access to the Board of Regents' ownership rights or other rights in the intellectual property resulting from such arrangements to the sponsor or the sponsor's designee. Any such agreement shall be negotiated:

(a) In accordance with the needs and preferences of the parties, as best may be accomplished;

(b) With flexibility and adaptability in mind;

(c) In a timely, cooperative, and efficient manner; and

(d) In a manner which identifies the benefits that accrue to U. T. System institutions as set forth by Section 15.2.

12.2 Public Sources.

Intellectual property resulting from research supported by a grant or contract with the government (federal and/or state) or an agency thereof is owned by the Board of Regents.

12.3 Nonconformance with Intellectual Property Guidelines.

Approval by a U. T. System institution under Section 15.2 of grants and contracts containing ownership and other provisions inconsistent with this Rule and other policies and guidelines adopted by the Board of Regents, including, but not limited to, The University of Texas Systemwide Policy UTS125, *Guidance for Negotiating Research Agreements with Sponsors and Processing Research and Intellectual Property Agreements* is permissible, as it implies a decision that the benefit and value to the U. T. System or any U. T. System institution from receiving the grant or performing the contract outweighs the impact of any nonconforming provisions on the intellectual property policies and guidelines of the U. T. System or any U. T. System institution, such as The University of Texas Systemwide Policy UTS125, *Guidance for Negotiating Research Agreements with Sponsors and Processing Research and Intellectual Property Agreements*.

12.4 Conflicting Provisions.

Subject to approval as described in Section 12.3, the intellectual property policies and guidelines of the U. T. System or any U. T. System institution are subject to, and thus amended and superseded by, the specific terms pertaining to intellectual property rights included in state and/or federal grants and contracts, or grants and contracts with nonprofit and for-profit nongovernmental entities or private donors, to the extent of any such conflict.

12.5 Cooperation with Necessary Assignments.

Those persons subject to this Rule whose intellectual property creations result from (a) a grant or contract with the government (federal and/or state), or any agency thereof, (b) a grant or contract with a nonprofit or for-profit nongovernmental entity, or (c) private gift

to the U. T. System or any U. T. System institution, shall promptly execute and deliver such documents and other instruments as are reasonably necessary for the U. T. System or any U. T. System institution to discharge its obligations, expressed or implied, under the particular agreement.

12.6 Sharing of Royalty Income.

In the event that two or more persons who are entitled to share royalty income or equity cannot agree in writing on an appropriate sharing arrangement, the institution's president shall determine that portion of the royalty income (or equity) to which the creators are entitled under the circumstances and such amount will be distributed (or issued) to them accordingly. In the event that the creators are located at two or more U. T. System institutions and cannot agree, such royalty (or equity) distribution decision shall be made by the involved institutions' presidents (or their respective designees). In the further event that the involved presidents cannot agree, then the Chancellor shall decide and his/her decision shall be binding on the creators.

12.7 Geographical Scope of Protection.

A decision by the U. T. System or any U. T. System institution to seek patent or other available protection for intellectual property covered by Section 9 shall not obligate the U. T. System or any U. T. System institution to pursue such protection in all national jurisdictions. The U. T. System's decision relating to the geographical scope and duration of such protection shall be final.

Sec. 13 Equity Interests.

13.1 Agreements with Business Entities.

The U. T. System or any U. T. System institution may receive equity interests as partial or total compensation for the conveyance of intellectual property rights. The institution where the intellectual property was created may elect, at its sole option and discretion, to share an equity interest, dividend income, or a percentage of the proceeds of the sale of an equity interest with the creator(s). The U. T. System or any U. T. System institution may also receive equity interests in a business entity as consideration for the institution's role as a founder, or for other contributions made to the business entity other than as a licensor, and the institution shall not be obligated to share such equity interests with the creator(s). The U. T. System or any U. T. System institution may also, but shall not be obligated to, negotiate an equity interest on behalf of any employee who conceived, created, discovered, invented, or developed intellectual property owned by the Board of Regents that is the subject of an agreement between the U. T. System or any U. T. System institution and a business entity relating thereto.

13.2 Creator Holding Equity and Managing Conflict of Interest.

Employees of the U. T. System Administration or any U. T. System institution who conceive, create, discover, invent, or develop intellectual property may hold an equity interest in a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development, licensing, or exploitation of that intellectual property only so long as the institution where the intellectual property was developed is in full compliance with the requirement to have, implement, and enforce for that employee an effective conflict of interest management plan as set forth in the U. T. System Office of General Counsel's Procedure for Managing Conflicts of Interest. In any

case where an actual conflict of interest is found, the employee may be required to divest the equity interest or terminate affected research.

Sec. 14 Conflicts of Interest.

14.1 Approval to Serve as Officer or Director.

Any individual subject to Sections 2, 3, 4, or 8 who conceives, creates, discovers, invents, or develops intellectual property may serve, in his/her individual capacity, as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development, licensing, or exploitation of that intellectual property only so long as the institution where the intellectual property was developed is in full compliance with the requirement to have, implement, and enforce for that individual an effective conflict of interest management plan as set forth in the U. T. System Office of General Counsel's Procedure for Managing Conflicts of Interest. In any case where an actual conflict of interest is found, the individual may be required to terminate the business relationship or the relevant research.

14.2 Request for Employee to Serve as Officer or Director.

When requested by the Board of Regents, an employee may serve on behalf of the Board of Regents as a member of the board of directors or other governing board of a business entity that has an agreement with the U. T. System or any U. T. System institution relating to the research, development, licensing, or exploitation of intellectual property, but may not accept any consideration offered for service on such board.

14.3 Report of Equity Interest and Service as Officer or Director.

Any individual subject to this Rule must report in writing to the president of the institution the name of any business entity in which the person has an interest or for which the person serves as a director, officer, or employee, and shall be responsible for submitting a revised written report upon any change in the interest or position held by such person in such business entity. The U. T. System institution or its office of technology commercialization will file a report by October 1 of each year with the Office of the Board of Regents for transmittal to the Comptroller of Public Accounts as required by Section 51.912 and Section 51.005, *Texas Education Code*.

Sec. 15 Execution of Documents Related to Intellectual Property.

15.1 Execution of Agreements.

Agreements that grant an interest in the Board of Regents' intellectual property, including, but not limited to, option and license agreements and contracts with corporate sponsors, may be executed and delivered in accordance with the provisions of Regents' Rule 10501, after any required review by the U. T. System Office of General Counsel.

15.2 Agreements That Do Not Conform to the Rules.

Any agreement that deviates substantially from this Rule or other policies and guidelines adopted by the Board of Regents, including, but not limited to, The University of Texas Systemwide Policy UTS125, ***Guidance for Negotiating Research Agreements with Sponsors and Processing Research and Intellectual Property Agreements*** may be executed and delivered as set forth above if, in the judgment of the institution's president and after any required review by the U. T. System Office of General Counsel, the benefits from the level

of funding for proposed research and/or other consideration from a sponsor, licensee, or other party outweigh any potential disadvantage that may result from the deviation.

15.3 Delegation of Authority.

The Chancellor, the Deputy Chancellor, the appropriate Executive Vice Chancellor, or the Vice Chancellor and General Counsel may execute, on behalf of the Board of Regents, legal documents relating to the Board of Regents' rights in intellectual property, including, but not limited to, assignments of ownership, applications, declarations, affidavits, powers of attorney, disclaimers, and other such documents relating to patents and copyrights; applications, declarations, affidavits, affidavits of use, powers of attorney, and other such documents relating to trademarks; and corporate documents related to the formation of new companies. In addition, the institution's president may execute, on behalf of the Board of Regents, (a) institutional applications for registration or recordation of transfers of ownership and other such documents relating to copyrights, and (b) corporate documents related to the formation of new companies (including, but not limited to, documents memorializing equity interests received under Section 13 and stockholder consents that may subsequently be sought in connection therewith), if first reviewed and approved by (i) the U. T. System Office of General Counsel, or (ii) the institution's outside counsel working under a U. T. System Office of General Counsel-approved outside counsel agreement.

Definitions

None

Amended Log

Editorial amendment to Sec. 12.3, Sec. 15.2, and Number 5 made March 27, 2018
Editorial amendment to Sec. 15.3 made May 8, 2017
November 10, 2016
August 20, 2015 (Rules 90101 - Rule 90106 combined into one new Rule 90101)

Appendix D
Administrative Contact Person and Address for Each University

The University of Texas at Austin Les Nichols Interim Director Office of Technology Commercialization 3925 W. Braker Lane, Suite 1.9A, Mail Code: R3500 Austin, Texas 78759 Phone: 512-475-9795 Fax: 512-475-6894 Email: lnichols@otc.utexas.edu Tax ID: 74-600023	**The University of Texas Southwestern Medical Center** Tracy Roberson Office for Technology Development Technology Commercialization 2330 Inwood Road, Suite EB1.300 Dallas, TX 75235 Phone: 214-648-1888 Fax: 214-951-0935 Email: TechnologyDevelopment@utsouthwestern.edu Tax ID: 75-6002868
The University of Texas Health Science Center at San Antonio John Gebhard Assistant Vice President Office of Technology Commercialization 7703 Floyd Curl Dr., 3rd Floor MSC 7746 San Antonio, TX 78229-3900 Phone: 210-562-4000 Fax: 210-562-4030 Email: OTCInfo@uthscsa.edu Tax ID: 74-1586031	**The University of Texas Health Science Center at Houston** Christine Flynn Associate Director Licensing and New Venture Development: OTD Director, Biotechnology Commercialization Center 7000 Fannin St., Suite 720 Houston, TX 77030 Phone: 713-500-3383 Fax: 713-500-0331 Email: Christine.Flynn@uth.tmc.edu Tax ID: 74-1761309
The University of Texas Health Science Center at Tyler David Anderson Director, Office of Sponsored Programs 11937 U.S. Hwy. 271 Tyler, TX 75708-3154 Phone: 903-877-7486 Fax: 903-877-7558 Email: david.anderson@uthct.edu Tax ID: 75-6001354	**The University of Texas Medical Branch at Galveston** Sundeep Mattamana Director, Office of Technology Transfer 1700, The Strand Building 301 University Blvd. Galveston, TX 77555-0926 Phone: 409-772-0374 Fax: None Email: sumattam@utmb.edu Tax ID: 74-6000949
The University of Texas Rio Grande Valley Glorimar Colón Research Liaison Officer Office of the Senior VP for Research, Innovation, and Economic Development 1201 West University Drive Edinburg, TX 78539 Phone: 965-665-3008 Fax: 956-665-2940 Email: glorimar.colon@utrgv.edu sponpro@utrgv.edu Tax ID: 46-5292740	**The University of Texas System** BethLynn Maxwell Chief Health Research Officer, Office of Health Affairs Associate General Counsel, Office of General Counsel 210 West 7th Street Austin, TX 78701 Phone: 512-499-4518 Fax: 512-499-453 Email: bmaxwell@utsystem.edu

Appendix E

Annual Report Format

Lead Party will provide an annual report covering the period since the last report in accordance with Section 8.2 containing the following information in an editable spreadsheet format (e.g. Microsoft Excel .xls file).

- Current University Technology Transfer Contact Information
- Current University Fiscal Contact
- University Reference Number
- Date Subject Invention was disclosed to the University
- VA ID Number (if known)
- Date Subject Invention was disclosed to VA
- VA Determination of Rights (DOR) results (if available)
- Title of Subject Invention
- Names of VA Inventors
- Names of Non-VA Inventors
- Non-election of Title to Subject Invention?
    - If yes, Determination Date
- Patent Type
    - e.g. Provisional, Utility, Design, Plant
- Patent Application Status
- Country of Patent Application
- Patent Application Number
- Patent Application Filing Date
- Patent Number (if available)
    - If issued, Issue Date
    - Patent Status
- Patent/Patent Application Title
- Is the invention actively licensed? If yes, please provide:
    - License Type (Exclusive or Non-Exclusive)
        - If Non-Exclusive, Number of Non-Exclusive Licenses
    - Name and Address of Licensee(s)
        - Please identify if a Licensee qualifies as a Small Business
    - Date of First Commercial Sale or Use
    - Gross Income
- Assignment of Invention Rights to the Inventor?
    - If yes, please provide the Date of Assignment
- Assignment to Third Party? If yes, please provide:
    - Assignee name
    - Date of Assignment

If there is no activity to report, Lead Party shall notify Non-Lead Party that there is no new activity and provide the following contact information.

- Current Technology Transfer Contact Information
- Current Fiscal Contact Information