

**Rush University Medical Center
INTELLECTUAL PROPERTY POLICY
FINAL September 14, 2018**

I. POLICY

A. Purpose

Rush University Medical Center (“RUMC”) has as a purpose to transform health care in part through innovation, research, and discovery. One way this is accomplished is by encouraging the production of, and also protecting the intellectual property in new technologies developed through the research and other efforts of RUMC’s faculty, staff, employees and students, so these technologies can be transferred to the private sector for further development, commercialization and distribution to the public.

RUMC has established a set of Intellectual Property Policies and Procedures to facilitate the discovery, development and application of new research, ideas, creative works, technology and other innovations which may benefit the public. RUMC seeks to encourage scholars, researchers, inventors, and authors through the allocation and distribution of incentives and rewards while protecting its own business interests and financial investment towards such innovations.

The objectives of the Intellectual Property Policies and Procedures are:

1. To maintain RUMC’s academic practice of promoting, preserving and encouraging scientific investigation, research and scholarship within RUMC.
2. To protect the rights of scholars in the work product resulting from their intellectual endeavors and to establish a system by which inventors and authors are able to share in the financial proceeds from their inventions and creations.
3. To assist RUMC in retaining, advancing, motivating and attracting scholars, researchers, inventors and authors.
4. To foster participation by RUMC in research, development and technology transfer to further enhance the reputation of RUMC as an academic research institution.
5. To bring the innovations developed at RUMC to practical application in order to benefit the public health.

B. Scope

This revised policy supersedes and all prior sets of policies governing intellectual property. These policies apply to all Intellectual Property covered by the parameters of this policy as of the date of but shall not apply retroactively to any existing or pending patents, licenses, trademarks, copyrights or inventions disclosed to the Intellectual Property Office prior to the date of adoption. The policies further apply to and take precedence over any employment contract or agreement, assignment of ownership rights or any other arrangement or understanding entered into by any Covered Individuals.

This policy also incorporates the Illinois Employee Patent Act. 765 ILCS 1060/1-3.

This Policy constitutes an understanding which is binding on RUMC and on its Covered Individuals upon whom it is effective as a condition for employment, engagement, placement, appointment to its faculty or staff, or involvement in any of the research or clinical activities of RUMC.

This Policy does not cover the protection, ownership, licensing or any other aspect of trademark rights.

C. **Definitions**

1. **Author**: Any person who, whether solely or jointly with others, produces a Copyrightable Work.
2. **Commissioned Works**: Intellectual Property which is the subject of a written agreement with RUMC, where (1) the Author/Inventor is a Non-Employee, or (2) the Author/Inventor is an Employee but the work to be performed falls outside the normal scope of the Author/Inventor's RUMC employment.
3. **Copyrightable Work**: An original work of authorship (including but not limited to scientific papers, software and literary, musical, artistic, photographic or film works) fixed in any tangible medium of expression.
4. **Covered Individuals**: All Employees and Non-Employees covered under this Policy.
5. **Invention**: A new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or any new variety of plant, or any transgenic animal, or any new, original and ornamental design for an article of manufacture, which is or may be patentable or copyrightable under the laws of the United States or a foreign jurisdiction.
6. **Employees**: Nurses, resident and certain other physicians, technicians, scientists, researchers, clinical fellows, administrators, faculty members and all other professional and non-professional staff governed by RUMC's human resource policies as employees.
7. **Inventor**: A person who, whether solely or jointly with others, creates an Invention.
8. **Intellectual Property**: Any Invention, discovery, Know-How, process, unique materials, Copyrightable Works, data (including patient data and data derived from health care operations), any creative works and other intellectual, intangible or tangible property, created or developed by Covered Individuals.
9. **Know-How**: Expert skill, information, or body of knowledge that

imparts an ability to cause a desired result, is not readily available, and is outside the public domain.

10. Non-Employees: Third party contractors, students and all others who are not governed by RUMC's human resource policies as Employees but who provide services to, at or for RUMC or with RUMC support. The activities of medical staff members, visiting or collaborating researchers and students may, or may not, be covered under this Policy, depending upon RUMC support and a Substantial Use of Resources determination. Non-Employees whose Intellectual Property arises as a result of (a) RUMC funding, whether cash or in-kind, or (b) by virtue of being associated with or related to RUMC and using substantial RUMC resources, are covered under this Policy as Covered Individuals.
11. RUMC: Includes Rush University Medical Center, Rush Oak Park Hospital and any other entity or site that either Rush University Medical Center or Rush Oak Park Hospital has any ownership interest in.
12. RUMC Intellectual Property: Any Intellectual Property which is created by a Covered Individual:
 - (a) that relates to the business of RUMC or the actual or anticipated research or development of RUMC;
 - (b) using RUMC assets, Employees, or by a Substantial Use of Resources; or
 - (c) within the normal field of his or her employment responsibility and activity with RUMC, without regard to location or salary source; or
 - (d) is a Commissioned Work.
13. Net Income: Gross royalties and fees received from the commercialization of Intellectual Property, by sale, assignment or license, less all costs expended towards such Intellectual Property including, but not limited to, the costs of obtaining and maintaining protection of the Intellectual Property and the costs associated with licensing and enforcing the Intellectual Property. Net Income also includes any fees received from option agreements.
14. Patent: An exclusive right granted for an invention.
15. Scholarly Works: Written, visual and/or auditory material developed for textbooks, monographs or treatises and for which the primary or intended use is academic or scholarly.
16. Substantial Use of Resources: The use of RUMC's facilities, personnel or resources to create and develop Intellectual Property in more than an incidental or nominal manner constitutes a Substantial Use of Resources. Use of RUMC library resources only does not rise to the level of Substantial Use of Resources.

D. Disclosure and Ownership of Rush Intellectual Property

Disclosure of intellectual property development is necessary so that RUMC can work with Covered Individuals to determine ownership of Intellectual Property. Covered Individuals must promptly disclose Intellectual Property creations or developments to the Innovation and Technology Transfer Division. Forms for Invention Disclosure, Copyrightable Work Product Disclosure, and New Idea Disclosure are available to download on the Research at RUMC web site or by e-mail or telephone request to the Innovation and Technology Transfer Division. If Intellectual Property has been developed using federal funds, there are additional, specific reporting requirements and additional information that may be requested by the Innovation and Technology Transfer Division.

If a Covered Individual has made Substantial Use of Resources in the creation or development of Intellectual Property, then the Intellectual Property shall be Rush Intellectual Property. Covered Individuals will be required to assign his or her interest in Rush Intellectual Property to RUMC. In return, Covered Individuals will be compensated in accordance with the terms of this policy and the policy will apply in all respects to such assigned Intellectual Property.

If, a Covered Individual believes that Intellectual Property has been created without making Substantial use of Resources, then the Covered Individual only has an obligation to disclose that Intellectual Property to RUMC. This disclosure will enable RUMC to make a determination as to whether Substantial Use of Resources has been made. If it has been determined that no Substantial use of Resources has been made, then the Covered Individual has no obligation to assign his or her interest in the Intellectual Property to RUMC. The failure to meet this responsibility of disclosure will be considered to be a violation of RUMC's policies and may be subject to discipline. If, after sufficient disclosure to allow for evaluation, RUMC determines that the Intellectual Property made by the Covered Individual does not qualify as Rush Intellectual Property, then that Intellectual Property shall belong to the Covered Individual.

If RUMC has contributed to the creation and development of Intellectual Property, then RUMC, as a tax-exempt entity may not release its ownership right to such Intellectual Property without receiving appropriate compensation for its interest.

E. Ownership and Allocation of Income

1. Ownership of RUMC Intellectual Property

RUMC is the sole and exclusive owner of all RUMC Intellectual Property created, in whole or in part, by each Covered Individual, and has, in its sole discretion, the right to evaluate, protect, enforce, license and dispose of its rights in and to any such RUMC Intellectual Property as it sees fit in its sole discretion, subject to applicable laws. This Policy applies to Covered Individuals (including but not limited to research staff, employees, students,

residents, fellows, visiting scientists and volunteers) regardless of such person's obligations to other institutions, companies or other third parties. Without limiting the generality of the foregoing, RUMC retains the following rights with regard to RUMC Intellectual Property:

- (a) To undertake any action it deems necessary to perfect and protect its claim of ownership;
- (b) To negotiate and execute any and all agreements which in any way pertain to the RUMC Intellectual Property over which it asserts an ownership interest;
- (c) To share in any proceeds from the sale, assignment, license or other disposition of the RUMC Intellectual Property that may be due and owing to RUMC;
- (d) To serve as the repository of any and all royalty monies or other income received from the sale, assignment, license or other disposition of RUMC Intellectual Property;
- (e) To distribute and/or allocate the appropriate proportionate share (according to applicable RUMC policy, agreement and/or arrangement) of any and all income received by RUMC from the sale, assignment, license or other disposition of RUMC Intellectual Property;
- (f) To make determinations as to the sale, assignment, license, disposition and/or further use, modification or development of RUMC Intellectual Property;
- (g) To enforce the RUMC Intellectual Property against third parties; and
- (h) To take all such other action or inaction with regard to RUMC Intellectual Property which may be reasonably necessary under the circumstances, as it determines in its sole discretion.

The foregoing notwithstanding, consistent with academic tradition, RUMC does not claim an ownership interest in faculty-authored Scholarly Works, regardless of the medium of expression, unless the Scholarly Work is subject to contractual restrictions.

2. Allocation of Income for RUMC Intellectual Property

Subject to applicable restrictions arising from overriding obligations of RUMC pursuant to gifts, grants, or other agreements with outside organizations and applicable law, the Net Income from RUMC Intellectual Property received by RUMC shall be allocated as follows:

Net Income \leq \$5000

100% will be allocated to the Inventor(s) and/or Author(s) as personal

income.

Net Income > \$5000 but ≤ \$500,000

50% to the Inventor(s) and/or Author(s) that will be further allocated as:

- 40% to the Inventor(s) and/or Author(s) as personal income; and
- 10% to a RUMC fund designated by the Inventor(s) and/or Author(s) to cover ordinary, direct research expenses such as salary, supplies, equipment or travel*;

50% to RUMC that will be further allocated as:

- 5% to the department of the Inventor(s) and/or Author(s); and
- 45% to RUMC to be used at the discretion of the President in consultation with the Provost, Associate Provost for Research, the applicable College Dean and Chairpersons, and other members of senior management and the Board of Trustees as appropriate. If possible, the final 5% of this portion will be made available to the applicable Dean or split evenly among the applicable Deans.

Net Income > \$500,000

50% to the Inventor(s) and/or Author(s) that will be further allocated as:

- 30% to the Inventor(s) and/or Author(s) as personal income; and
- 20% to a RUMC fund designated by the Inventor(s) and/or Author(s) to cover ordinary, direct research expenses such as salary, supplies, equipment or travel*;

50% to RUMC that will be further allocated as:

- 5% to the department of the Inventor(s) and/or Author(s); and
- 45% to RUMC to be used at the discretion of the President in consultation with the Provost, Associate Provost for Research, the applicable College Dean and Chairpersons, and other members of senior management and the Board of Trustees as appropriate. If possible, the final 5% of this portion will be made available to the applicable Dean or split evenly among the applicable Deans.

* If an Inventor and/or Author leaves RUMC, the portion distributed to support the Inventor's or Author's research shall revert to the appropriate RUMC fund(s) used for Technology Transfer Office operating expenses, research, education or other appropriate purposes.

When there are two or more Inventors or Authors, each Inventor or Author shall share equally in the Inventor's or Author's share of the Net Income unless all Inventors or Authors previously have agreed in writing to a different distribution of the Inventor's or Author's share. Similarly, two or more departments shall share equally in the departments' share of the Net Income unless all Department heads/chairs have previously agreed in writing to a different distribution of the departments' share.

Each Inventor's or Author's share shall continue for so long as RUMC receives income from the commercialization of the specific Intellectual Property, and shall accrue to the estate of the Inventor or Author if the Inventor or Author is deceased. If an Inventor or Author is no longer affiliated with RUMC, the Inventor's or Author's share of Net Income will follow that Inventor or Author but the remaining portions shall remain with RUMC.

Net Income distributed to Inventors or Authors shall not be deemed salary or wages but, rather, shall be treated solely as royalty income. Tax consequences for all such additional income shall be the responsibility of the individual Inventor(s) or Author(s).

F. General Terms

1. Dispute Resolution

Questions regarding the applicability of RUMC ownership may be directed to the Innovation and Technology Transfer Division within the Office of Research Affairs.

In the event of a disagreement or misunderstanding among or between Authors or Inventors and RUMC as to the ownership rights or interests in RUMC Intellectual Property, the Core Innovation Work Group shall review the matter and provide a decision to those in disagreement as to the issue in dispute. If the Core Innovation Work Group decision does not resolve the disagreement or misunderstanding, then the matter will be relayed to the President of Rush University for final determination.

2. Amendment of Policies and Procedures

All Sections of the Intellectual Property Policies and Procedures, may be adopted, amended, modified, expanded or repealed by Core Innovation Work Group with the final approval of the President of Rush University. Section E. of the Intellectual Property Policy may be adopted, amended, modified, expanded or repealed with the approval of the Executive Committee of RUMC's Board of Trustees.

3. Waiver of Policy

Waivers of the provisions of this policy may be granted by the President of Rush University or his/her designee on a case-by-case basis, giving consideration among other things to RUMC's obligations to sponsors, the impact on technology transfer, whether the waiver would be in the best interest of RUMC and whether the waiver would result in a conflict of interest.

Rush University Medical Center
INTELLECTUAL PROPERTY PROCEDURE
FINAL September 14, 2018

I. DEFINITIONS

1. Author: Any person who, whether solely or jointly with others, produces a Copyrightable Work.
2. Commissioned Works: Intellectual Property which is the subject of a written agreement with RUMC, where (1) the Author/Inventor is a Non-Employee, or (2) the Author/Inventor is an Employee but the work to be performed falls outside the normal scope of the Author/Inventor's RUMC employment.
3. Copyrightable Work: An original work of authorship fixed in any tangible medium of expression. For the purposes of this policy, Copyrightable Work, includes but is not limited to software.
4. Covered Individuals: All Employees and Non-Employees covered under this Policy.
5. Invention: A new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or any new variety of plant, or any transgenic animal, or any new, original and ornamental design for an article of manufacture, which is or may be patentable or copyrightable under the laws of the United States or a foreign jurisdiction.
6. Employees: Nurses, resident and certain other physicians, technicians, scientists, researchers, clinical fellows, administrators, faculty members and all other professional and non-professional staff governed by RUMC's human resource policies as employees.
7. Inventor: A person who, whether solely or jointly with others, creates an Invention.
8. Intellectual Property: Any Invention, discovery, Know-How, process, unique materials, Copyrightable Works, data (including patient data and data derived from health care operations), any creative works and other intellectual, intangible or tangible property, created or developed by Covered Individuals.
9. Know-How: Expert skill, information, or body of knowledge that imparts

an ability to cause a desired result, is not readily available, and is outside the public domain.

10. Non-Employees: Third party contractors, students and all others who are not governed by RUMC's human resource policies as Employees but who provide services to, at or for RUMC or with RUMC support. The activities of medical staff members, visiting or collaborating researchers and students may, or may not, be covered under this Policy, depending upon RUMC support and a Substantial Use of Resources determination. Non-Employees whose Intellectual Property arises as a result of (a) RUMC funding, whether cash or in-kind, or (b) by virtue of being associated with or related to RUMC and using substantial RUMC resources, are covered under this Policy as Covered Individuals.
11. RUMC: Includes Rush University Medical Center, Rush Oak Park Hospital and any other entity or site that either Rush University Medical Center or Rush Oak Park Hospital has any ownership interest in.
12. RUMC Intellectual Property: Any Intellectual Property which is created by a Covered Individual:
 - (a) that relates to the business of RUMC or the actual or anticipated research or development of RUMC;
 - (b) using RUMC assets, Employees, or by a Substantial Use of Resources;
 - (c) within the normal field of his or her employment responsibility and activity with RUMC, without regard to location or salary source;
or
 - (d) is a Commissioned Work .
13. Net Income: Gross royalties and fees received from the commercialization of Intellectual Property, by sale, assignment or license, less all costs expended towards such Intellectual Property including, but not limited to, the costs of obtaining and maintaining protection of the Intellectual Property and the costs associated with licensing and enforcing the Intellectual Property. Net Income also includes any fees received from option agreements.
14. Patent: An exclusive right granted for an invention.
15. Scholarly Works: Written, visual and/or auditory material developed for textbooks, monographs or treatises and for which the primary or intended use is academic or scholarly.
16. Substantial Use of Resources: The use of RUMC's facilities, personnel or resources to create and develop Intellectual Property in more than an

incidental or nominal manner constitutes a Substantial Use of Resources. Use of RUMC library resources only does not rise to the level of Substantial Use of Resources.

II. PROCEDURE

A. Innovation and Technology Transfer Division

Rush University Medical Center, including any and all parent, subsidiary, and affiliated entities, (hereinafter referred to as “RUMC”) is responsible for the formulation and implementation of procedures necessary to protect, market and license RUMC Intellectual Property. The administrative and day-to-day business aspects of managing Rush Intellectual Property are the responsibility of the Office of Research Affairs’ Innovation and Technology Transfer Division in conjunction with the Office of Legal Affairs.

A Core Innovation Work Group (“CIWG”) exists to provide support to the Innovation and Technology Transfer Division. Participants within the CIWG shall include at least one representative from the Innovation and Technology Division within the Office of Research Affairs, at least one representative from the Office of Legal Affairs, and other interested representatives invited by the CIWG to participate. This CIWG supports the Innovation and Technology Transfer Division in making determinations as to whether or not RUMC should decide to support or release Intellectual Property, providing guidance on commercialization paths for Intellectual Property, guiding dispute resolution, and other matters relating to the Rush Intellectual Property portfolio.

B. Disclosure and Ownership of Rush Intellectual Property

Rush Intellectual Property shall be promptly disclosed by Covered Individuals in writing to the Innovation and Technology Transfer Division. The responsibility to disclose arises when a Covered Individual has reason to believe an Invention or Copyrightable Work has patient care, scientific, commercial or educational value. The failure to meet this responsibility will be considered to be a violation of RUMC’s employment policies and may be subject to discipline. Forms for Invention Disclosure, Copyrightable Work Product Disclosure, and New Idea Disclosure are available to download on the Research at the RUMC web site or by e-mail or telephone request to the Innovation and Technology Transfer Division. If Intellectual Property has been developed using federal funds, there are additional, specific reporting requirements and additional information may be requested by the Innovation and Technology Transfer Division. If, after sufficient disclosure to allow for evaluation, the CWIG , in concurrence with the Covered Individual’s department chairperson or officer, determines that the Intellectual Property made by the Covered Individual does not qualify as Rush Intellectual Property, then that Intellectual Property shall belong to the Covered Individual.

C. Management of Rush Intellectual Property

1. Protection. The Innovation and Technology Transfer Division, working in conjunction with the Office of Legal Affairs, shall determine whether and how protection shall be sought for each item of Intellectual Property disclosed to it by Covered Individuals, including whether a patent application shall be filed on each Invention and whether a copyright shall be registered on each Copyrightable Work. Such determinations may be made on the basis of commercial potential, obligations to and rights of third parties, or for other reasons which the Innovation and Technology Transfer Division, in its discretion, deems appropriate. Inventor(s) of an Invention for which patent applications are filed shall cooperate, without expense to the Inventor(s), in the patenting process in all ways required by the RUMC or its agent, designee or licensee. All Rush Intellectual Property must be assigned to RUMC and Inventor(s) will agree to take all reasonable steps requested by RUMC to perfect assignment of rights.

2. Commercialization. The Innovation and Technology Transfer Division may convey RUMC's rights to Rush Intellectual Property through agreements that grant entities the right to make, use, or sell products and services based on Inventions or to otherwise commercially exploit the Rush Intellectual Property. Any and all decisions regarding whether, when and how to develop, monetize or otherwise commercialize Rush Intellectual Property, including all decisions pertaining to the negotiation of agreements relating to the aforesaid activities, are in the discretion of the Innovation and Technology Transfer Division working in conjunction with the Office of Legal Affairs. The Innovation and Technology Transfer Division shall take into account public interest and any external agreements with a third party (for example, the federal government or other funding sponsor). The Innovation and Technology Transfer Division should comply with any existing agreements and make reasonable efforts to keep the Inventor(s) and/or Author(s) involved and informed of its commercialization efforts. Except as otherwise provided in this Policy, RUMC reserves the right to use all Rush Intellectual Property, at any time, without cost, for all purposes, including but not limited to internal research and clinical and educational purposes.

3. Release of Inventions. If RUMC, through the CIWG, determines that it will not file a patent application on an Invention, abandons a patent application prior to issuance of the patent, or abandons an issued patent, RUMC will make reasonable efforts to notify the Inventor(s) and the Inventor(s) may request a release of the Invention. After determining that release of the Invention to the Inventor(s) will not violate the terms of an external funding agreement and is in the best interests of RUMC and the public, RUMC may agree to release an Invention to the Inventor(s). In such cases, the RUMC will assign or release all interest which it holds or has the right to hold in the Invention to the Inventor(s) in equal shares, or such other shares as the Inventors may all agree. If an Invention is released to the Inventor(s), the Inventor(s) may not work on the Invention with the use of any RUMC facilities, equipment, data or other assets. In addition, release of Inventions may be conditioned upon, among other things, agreement by the Inventor(s) to the following:

- (a) federal terms and conditions that dictate the intellectual property rights of

federal sponsors;

(b) reimbursement of RUMC for all out-of-pocket expenses and fees incurred in the protection, maintenance, licensing and enforcement of the Invention;

(c) reporting to RUMC of efforts to develop the Invention for public use;

(d) fulfillment of any obligations that may exist to sponsors of the research that led to the Invention;

(e) the grant to RUMC of an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the Invention for its research, education, and clinical care purposes and a right to grant the same rights to other non-profit, academic and research institutions;

(f) such limitations on RUMC's liability and indemnity provisions as RUMC may request;

(g) revenue sharing with RUMC in the amount of five percent (5%) of future revenues generated after the release of the Invention; and

(g) such other terms and conditions as RUMC may reasonably require under the circumstances.

4. Software. With software programs, RUMC may choose to rely on unregistered copyright or trade secret protection. Computer programs, databases, and other data should not be distributed publicly without notice of copyright, even if unregistered.

D. Marketing the Technology

The Innovation and Technology Transfer Division will employ reasonable efforts to develop and implement a marketing strategy for Rush Intellectual Property, and will seek licensees (companies willing to support further development and commercialization) of Rush Intellectual Property. The Innovation and Technology Transfer Division will undertake reasonable efforts to keep the Inventor(s)/Author(s) informed of the marketing strategy.

E. Agreements with Third Parties

All agreements related to Rush Intellectual Property should be evaluated by the Innovation and Technology Transfer Division and the Office of Legal Affairs. The Chief Research Administrator is the signatory for these agreements.

Agreements covering Commissioned Works shall specify that the Author/Inventor convey by assignment, if necessary, such rights as are required by RUMC.

All research, material transfer and other research agreements should be evaluated by the Office of Research Affairs and the Office of Legal Affairs.

The Innovation and Technology Transfer Division and the Office of Research Affairs, along with the Office of Legal Affairs, are responsible for evaluating agreements and proposals relating to Rush Intellectual Property that is subject to this Policy and will endeavor to protect the interests of both RUMC and the Inventor(s)/Author(s) thereof. RUMC is always the responsible signatory. For more information, see the Forms and Agreements section of the Research at RUMC website.

F. Conflicts of Commitment and Interest

Covered Individuals involved in licensing Rush Intellectual Property may encounter situations resulting in conflicts of interest and/or commitment. This is especially true when they become privately involved with the licensee in the further development of the Rush Intellectual Property—either as a stockholder, officer, employee, or contract consultant. In such instances, precautions must be taken either to avoid these conflicts or to manage them to protect RUMC and its Covered Individuals from the adverse consequences that result from a conflict of interest and/or commitment. The fact that a conflict exists or may arise at some future time does not necessarily preclude faculty involvement with the licensing of the technology or its development by a private entity. It does, however, require that an individual discloses such relationships where the Conflict of Individual Interest in Research (COIR) Committee reviews and initiates a plan to manage, reduce or eliminate the conflict. For these reasons, the review process for licensing technology must consider whether the arrangement presents an actual or apparent conflict. Covered Individuals involved in managing a conflict should keep detailed written records of their efforts on behalf of RUMC and the licensee, and should be familiar with RUMC's policies on disclosing conflicts and other applicable Medical Center rules and regulations. Examples of these policies include policies on conflicts of interest and policies on financial conflicts of interest in research and can be found in RUMC's Policies and Procedures web page.

G. Importance of Confidentiality

Inventors/Authors should be aware that Rush Intellectual Property must be kept strictly confidential until proper protection is in place. Prior to disclosing information regarding Rush Intellectual Property, a Confidential Disclosure Agreement should be executed between RUMC and the entity who will receive RUMC's confidential information. This document requires the company (potential licensee) to keep the disclosed information confidential. RUMC, the company receiving the confidential information and the Inventor/Author if requested, must sign the agreement. Contact the Innovation and Technology Transfer Division for more information.

Inventors should be aware that any public disclosure may adversely impact patent rights and Inventors should seek counsel from the Innovation and Technology Transfer Division or the Office of Legal Affairs before any public disclosure.

H. Dispute Resolution

Questions regarding the applicability of RUMC ownership may be directed to the

Innovation and Technology Transfer Division within the Office of Research Affairs.

In the event of a disagreement or misunderstanding among or between Authors or Inventors and RUMC as to the ownership rights or interests in Rush Intellectual Property, the Core Innovation Work Group shall review the matter and provide a decision to those in disagreement as to the issue in dispute. If the Core Innovation Work Group decision does not resolve the disagreement or misunderstanding, then the matter will be relayed to the President of Rush University for a final and binding determination.

I. Amendment of Policies and Procedures

This Procedure may be adopted, amended, modified, expanded or repealed by Core Innovation Work Group at any time.

J. Waiver of Policy

Waivers of the provisions of this policy may be granted by the President of Rush University College or his/her designee on a case-by-case basis, giving consideration among other things to RUMC's obligations to sponsors, the impact on technology transfer, whether the waiver would be in the best interest of RUMC and whether the waiver would result in a conflict of interest.