INTELLECTUAL PROPERTY OPTION TO CRADA COLLABORATORS (referenced as "Company(ies) " in this Section)

A. The IP Option described in this Section A would apply to inventions that would be described in patent disclosures that claim the use and/or the composition of the agent(s) and that are conceived or first actually reduced to practice pursuant to clinical or non-clinical studies utilizing the NINDS CRADA-provided agent(s) ("Section A Invention(s)"):

Awardee agrees to grant to Company(ies): (i) a royalty-free, worldwide, non-exclusive license for commercial purposes with the right to sublicense to affiliates or companies working on behalf of Company for Company's development purposes; and (ii) a time limited first option to negotiate an exclusive, or co-exclusive, if applicable, world-wide, royalty bearing license for commercial purposes, including the right to grant sublicenses, subject to any rights of the Government of the United States of America, on terms to be negotiated in good faith by the Company (ies) and Awardee. If Company accepts the non-exclusive commercial license, the Company agrees to pay all out-of-pocket patent prosecution and maintenance costs which will be pro-rated and divided equally among all licensees. If Company obtains an exclusive commercial license, in addition to any other agreed upon licensing arrangements such as royalties and due diligence requirements, the Company agrees to pay all out-of-pocket patent prosecution and maintenance costs. Company (ies) will notify Awardee, in writing, if it is interested in obtaining a commercial license to any Section A Invention within three (3) months of Company's receipt of a patent application or six (6) months of receipt of an invention report notification of such a Section A Invention. In the event that Company fails to so notify Awardee, or elects not to obtain an exclusive license, then Company's option expires with respect to that Section A Invention, and Awardee will be free to dispose of its interests in accordance with its policies. If Awardee and Company fail to reach agreement within ninety (90) days (or such additional period as Company and Awardee may agree) on the terms for an exclusive license for a particular Section A Invention, then for a period of three (3) months thereafter Awardee agrees not to offer to license the Section A Invention to any third party on materially better terms than those last offered to Company without first offering such terms to Company , in which case Company will have a period of thirty (30) days in which to accept or reject the offer. If Company elects to negotiate an exclusive commercial license to a Section A Invention, then Awardee agrees to file and prosecute patent application(s) diligently and in a timely manner and to give Company an opportunity to comment on the preparation and filing of any such patent application(s). Notwithstanding the above, Awardee is under no obligation to file or maintain patent prosecution for any Section A Invention.

For all Section A Inventions, regardless of Company's decision to seek a commercial license, Awardee agrees to grant Company a paid-up, nonexclusive, royalty-free, worldwide license for research purposes only. Awardee retains the right to make and use any Section A Invention for all non-profit research, including for educational purposes and to permit other educational and non-profit institutions to do so.

B. The IP Option described in this Section B would apply to inventions not covered by Section A, but are nevertheless conceived or first actually reduced to practice pursuant to clinical or non-clinical studies utilizing the NINDS CRADA-provided agent(s). It also applies to inventions that are conceived or first actually reduced to practice pursuant to NINDS-approved studies that use non-publicly available clinical data or specimens from patients treated with the NINDS CRADA-provided agent (including specimens obtained from NINDS-funded tissue banks) ("Section B Inventions"):

Awardee agrees to grant to Company(ies) : (i) a paid-up nonexclusive, nontransferable, royalty-free, world-wide license to all Section B Inventions for research purposes only; and (ii) a nonexclusive, royalty-free, world-wide license to (a.) disclose Section B Inventions to a regulatory authority when seeking marketing authorization of the agent, and (b.) disclose Section B Inventions on a product insert or other promotional material regarding the agent after having obtained marketing authorization from a regulatory authority. Notwithstanding the above, Institution is under no obligation to file or maintain patent prosecution for any Section B Invention.

C. The IP Option described in this Section C would apply to inventions made by Awardee's investigator(s) or any other employees or agents of Awardee, which are or may be patentable or otherwise protectable, as a result of research utilizing the NINDS CRADA-provided agent(s), unreleased or non-publicly available clinical data or agent treated specimens outside the scope of approval granted by the NINDS ("Unauthorized Inventions"):

Awardee agrees, at Company's request and expense, to grant to Company a royalty-free exclusive or co-exclusive license to Unauthorized Inventions. Awardee will retain a non-exclusive, non-sub-licensable royalty free license to practice the Unauthorized Invention for research use purposes.

D. Awardee Notification to NINDS of IP

Awardee agrees to promptly and confidentially notify the NeuroNEXT Administrative Program Director and Company(ies) in writing of any Section A Inventions, Section B Inventions, and Unauthorized Inventions upon the earlier of:

(i) any submission of any invention disclosure to Awardee of a Section A, Section B, or Unauthorized Inventions, or

(ii) the filing of any patent applications of a Section A, Section B, or Unauthorized Invention. Awardee agrees to provide a copy of either the invention disclosure or the patent application to the Company and to NeuroNEXT Administrative Program Director, who will treat it in accordance with 37 C.F.R. Part 401.

These requirements **do not** replace any applicable reporting requirements under the Bayh-Dole Act, 35 U.S.C. 200-212, and implementing regulations at 37 C.F.R. Part 401.