

**MPN RESEARCH FOUNDATION**  
**AND**  
**THE LEUKEMIA AND LYMPHOMA SOCIETY**  
**INTELLECTUAL PROPERTY AGREEMENT**

The Foundation's primary mission is to raise public awareness of myeloproliferative neoplasms and to stimulate original research in pursuit of new treatments and eventually a cure for myeloproliferative neoplasms, in part by funding research projects and encouraging collaboration among researchers whose projects are funded by the Foundation. LLS's primary purpose in funding scientifically meritorious research is to advance its mission to cure leukemia, lymphoma, Hodgkin's disease and myeloma, and to improve the quality of life of patients and their families. In this regard, the Granting Organizations recognize that certain Inventions (defined below), potentially having public health, scientific, business, or commercial application or value, may be discovered or made in the course of research or development supported with funds furnished by the Granting Organizations. The Granting Organizations desire that such Inventions be effectuated and brought into public use at the earliest possible time, and it recognizes that often this may be best accomplished through patenting and/or licensing of such Inventions.

Each Institution and Lead Researcher (collectively, the "Grantee") receiving research funds from the Granting Organizations agrees to the following provisions regarding patent and intellectual property rights and licenses resulting or stemming from research conducted by the Grantee and funded in whole or in part by the Granting Organizations.

This Intellectual Property Agreement (the "IP Agreement") forms part of the accompanying Agreement between the Granting Organizations and the Institution, executed concurrently herewith and effective on the Effective Date. Although intended to be consistent with the Agreement, the terms of this Exhibit C shall supersede any conflicting terms of the Agreement, to the extent any conflicting terms exist.

1. Capitalized terms used in this IP Agreement but not defined below shall have the same meanings as set forth in the Agreement. The following terms have the meanings set forth below:

- a. **"Invention"** shall mean any discovery, idea, formula, material, composition, machine, product, apparatus, program, software, work of authorship, use, method, process, or improvement thereof, which is potentially protectable by intellectual property rights, and all intellectual property covering and/or embodied therein including but not limited to associated patents, copyrights, trade secrets, and know-how.
- b. **"Funded Invention"** shall mean any Invention conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or stemming from, research or development funded in whole or in part by the Granting Organizations' award that may result in a patent or patent application or patent rights.

- c. **“Gross Revenue”** shall mean any and all revenues and consideration resulting from but not limited to the licensing, assignment, or optioning of rights to a Funded Invention, less fifteen percent (15%) of such revenues for administrative overhead the (“Administrative Fee”). After the aforementioned Administrative Fee reaches fifteen thousand dollars (\$15,000), then the Administrative Fee shall no longer be deducted from Gross Revenue.

2. Title to, and responsibilities for, any Funded Invention shall reside in the Institution. All patent and other expenses for obtaining and maintaining rights to intellectual property covering and/or embodied in any Funded Invention shall be borne by Institution. Should Institution not pursue intellectual property protection for an Invention, it must promptly notify the Granting Organizations and provide the Granting Organizations with the opportunity to pursue intellectual property protection on such Invention, at least ninety (90) days before the deadline for filing for such protection. Within ten (10) days of the Effective Date of this IP Agreement, the Institution must provide the Foundation with its intellectual property policy. It is a condition of any funding by the Granting Organizations to the Institution and Lead Researcher that the Institution, prior to the Effective Date, represents and warrants herein that the Institution will obtain and will retain all rights in any Funded Inventions created or developed by Lead Researcher through agreement or enforceable policy. The Granting Organizations reserve the right to review such agreement or policy at any time, whether before or after the Effective Date.

3. Institution agrees to notify the Granting Organizations in writing of the filing of all patent applications and all issuances to it of any and all patent(s) directed to a Funded Invention within thirty (30) days following such filing(s). This obligation shall continue throughout the term of, and after termination of, this IP Agreement. Institution also agrees to notify the Granting Organizations in writing thirty (30) days prior to the granting of any license, lease, sale, or assignment of a Funded Invention, and to provide the Granting Organizations with the name of any licensee or assignee, the subject matter of the license or assignment, the term of the license, and whether such license is exclusive or non-exclusive. Institution agrees that unless a Funded Invention is exclusively licensed, such Funded Invention shall be made available to other researchers and the Granting Organizations for research purposes on a non-exclusive, royalty-free basis.

4. No pending patent application, issued patent, or other intellectual property covering and/or embodied in the Funded Invention shall be abandoned without first notifying the Granting Organizations at least sixty (60) days in advance of such decision. At such time, Institution shall provide the Granting Organization with the reasonable opportunity to pursue intellectual property protection. This opportunity shall be subject to the Institution’s obligations to all other sponsors of research, including the Federal Government.

5. Institution agrees to share with and pay the Granting Organizations, collectively, ten percent (10%) of the Gross Income derived from Institution’s commercialization of any Funded Invention. The Granting Organizations shall have the right to have a third party audit the books and records of the Institution, no more than once per year during the term of this IP Agreement, in order to verify the Gross Income derived annually from the Funded Invention. Institution

shall make the books and records available within thirty (30) days of such request from the Granting Organizations.

6. Institution agrees to exert its best efforts to commercialize or license or cause to be commercialized the Funded Invention(s), consistent with sound and reasonable business practices and judgment.

7. In the event the Institution licenses, leases, sells, or assigns the Funded Invention to a third party for commercialization, Institution shall include provisions in the license obligating the licensee to commercialize the technology in a diligent manner and include appropriate diligence requirements and milestones. The agreement shall also provide that in the event that the licensee has failed to commercialize the technology in accordance with such diligence provisions, the Institution shall have the right to (a) require assignment back (if previously assigned) of any Funded Invention to the Institution, (b) terminate any outstanding licenses, (c) convert an exclusive license to a non-exclusive license so that the Institution may seek other licensees, (d) grant non-exclusive licenses on terms that are reasonable under the circumstances, or (e) make other reasonable disposition of rights.

8. Institution agrees to complete all required disclosure and progress forms supplied by the Granting Organizations as set forth in the underlying Agreement.

9. If the parties are unable to agree on the amount of Gross Income payable to the Granting Organizations pursuant to paragraph 5 above, the dispute shall be resolved as follows:

- a. One of the parties shall request (the "Resolution Request") that each of the parties appoint a designated executive management representative to meet for the purpose of attempting to resolve such dispute. The parties' designated executive management representatives shall meet and negotiate in good faith in an effort to resolve the dispute.
- b. If the parties' designated executive management representatives are unable to resolve the dispute within thirty (30) days after the Resolution Request is made, the parties shall mediate with a mutually acceptable mediator.
- c. If the mediation does not resolve the dispute within sixty (60) days (unless this time is extended by written agreement of the parties) after the Resolution Request is made, either the Institution or the Granting Organizations shall have the right to bring an action exclusively in the state or federal courts in Chicago, Illinois. The parties agree that this IP Agreement shall be governed by and interpreted by the laws of the State of Illinois, without regard to its conflict of laws principles.

10. The term of this IP Agreement shall begin as of the Effective Date and continue until the last of the patents directed to a Funded Invention expires, or for so long as the Institution receives revenues stemming from the licensing, lease, sale or assignment of any Funded Invention, whichever is later.