



Cold Spring Harbor Laboratory

Commercial Relations Policy

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CHAPTER 1

Objectives of the Commercial Relations Policy and Role of the Commercial Relations Committee

The Trustees and Administration of Cold Spring Harbor Laboratory (CSHL) believe that carefully structured and constructive relationships between an institution engaged, as is ours, in basic scientific research and various organizations primarily engaged in commerce can result in numerous important benefits. When CSHL has intellectual property that can be put to commercial use for the public good, such a relationship can help assure CSHL a fair financial reward from the intellectual property created from its research programs and thus help pay for additional scientific exploration. A sound commercial relationship can also financially benefit the individual scientists at CSHL who have contributed to useful scientific discoveries. Consulting and sponsorship relationships can enhance resources for CSHL and its scientists as well. The exchange of information consequent to these commercial activities, and the search for practical uses of scientific advances, moreover, can provide an increment to scientific knowledge and benefits to society as a whole. At the same time, CSHL is aware that there can be significant dangers and potential conflicts of interest arising from improperly structured or conducted relationships between CSHL, its staff and outside parties. For these reasons, and others, the Trustees of CSHL have authorized the Commercial Relations Committee of the Trustees to establish policies governing its relationships with commercial organizations, including the management and transfer of intellectual property rights developed by CSHL scientists, and other financial relationships between CSHL, its staff and outside organizations. The Office of Technology Transfer of CSHL is the primary level administrator of these policies and works closely with the Commercial Relations Committee, which may provide guidance from time to time on matters of CSHL policy.

The Commercial Relations Committee's explicit goal in designing this policy is to encourage scientifically meritorious and productive interactions between CSHL, its staff and commercial organizations, while

protecting CSHL's intellectual property interests and its reputation, and avoiding undue restrictions upon intellectual freedom and upon the useful dissemination of CSHL's research in the public interest. To foster the best possible outcomes and, at the same time, protect CSHL's interests, the Committee has established policies which seek to:

1. disseminate the results of CSHL's research through the development of products and services for the public good;
2. assure that CSHL's interest, and its scientists' interests, in the intellectual property and tangible research property produced by CSHL staff will be protected through invention agreements and other appropriate means;
3. govern the external relationships of CSHL's staff including consulting activities, commercial research sponsorship, and business ownership or promotion to assure that all such interactions are productive to CSHL, its staff, and the society it serves; and
4. monitor, and seek to prevent potentially harmful conflicts of interest involving CSHL's scientific staff and arising from commercial interactions.

This policy represents the formal policy of the Board of Trustees and is legally binding on all of CSHL's officers and staff. All documents arising from this policy are to be interpreted consistently with the policy, and any conflict of meaning or ambiguity is to be resolved as to be consistent with the intent of this policy. In the event that there arises a dispute between staff members or between one or more staff members and CSHL involving any portion of this policy, or its application to any financial or property question within the purview of CSHL, the dispute shall be reported to the Vice President, Business Development and Technology Transfer, the CSHL Chief Operating Officer or the CSHL President.

These three officers of CSHL are the administrators of the Commercial Relations Policy, and are referred to as the CSHL Administration collectively throughout this document. If a dispute under this policy or relating to any of its purposes cannot be resolved by the CSHL Administration, it may be referred to the Chairman of the Commercial Relations Committee on behalf of the Board of Trustees. The Chairman of the Commercial Relations Committee will resolve the dispute by recruiting two volunteers from among the

membership of the Committee to hear the matter and decide upon a resolution of the conflict. In the event there is a split decision regarding the conflict between the Committee members hearing the matter, the Chairman of the Commercial Relations Committee shall serve to break the tie. A determination of the Commercial Relations Committee, made in this manner, shall be the final determination of the Trustees of Cold Spring Harbor Laboratory on any matter brought before it and shall be binding on all parties involved.

CHAPTER 2

Policy Regarding Technology & Inventions

2.1 General Description of Policy

Scientific research often produces what is generally called intellectual property, ideas that are subject to possible legal protection or control of distribution with respect to their commercial use. This policy refers to a broad range of intellectual property and also physical materials as “Technology.” The term “Technology,” as used here and made subject to this policy, means ideas, discoveries, inventions, information, improvements, tangible research property, compositions, reagents, works of authorship, software, databases, materials, methods, processes, and other technology, whether or not patented (or patentable) or copyrighted (or copyrightable). Of primary financial importance to CSHL, of course, are those Technologies that are patentable, copyrightable, or considered Tangible Research Property. Tangible Research Property may include biological materials (such as cell lines, clones, antibodies, tissues, reagents and plants), computer software, computer databases, engineering drawings, and prototype devices and equipment.

All CSHL employees (including faculty, visiting scientists, postdoctoral fellows, graduate students and technicians) and all others paid any form of

compensation by CSHL are bound by an Intellectual Property Agreement (the most current form of which is provided as Appendix B). As provided by that agreement, they must promptly disclose in writing all Technologies that are made, created, conceived, reduced to practice, or worked on by the individual, in whole or in part, during the term of employment or compensation. This is the case regardless of whether the Technology was solely the work of the individual or arose from the work of others as well. Such Technology disclosures, whether during or after the term of employment, should be made on the standard CSHL Technology Disclosure Form (the most current form of which is provided as Appendix C) and submitted to the Office of Technology Transfer, along with manuscripts and other supplemental information that may help document or describe the Technology.

CSHL will own all rights in any such Technology that meets one or more of the following three tests: (i) it was made with equipment, supplies, facilities, confidential information, funds or other resources of CSHL; or (ii) it resulted from work performed by the employee or others in pursuance of research

A Quick Look at Patentable Technologies

A U.S. patent is a grant of rights issued by the United States Patent and Trademark Office conferring the right to exclude all others from making, using, or selling the technology within the United States. Patent rights to technologies are available for four broad statutory categories of subject matter including: methods (for example, processes and methods of use), machines (for example, mechanical devices), manufacture (for example, manufactured items), and composition of matter (for example, chemical compounds such as drugs and biological compounds such as antibodies). The patent right usually ends on the date that is 20 years from the filing of the patent application.

A technology must be novel, non-obvious and useful and must be adequately described in the patent to receive United States or foreign patent protection as an invention. Generally, “novel” (or new) means that a patent application must be filed before a technology is publicly described in any written document or oral presentation, and before it is publicly used or put on sale. For practical purposes, there is no longer a “grace period” that allows one to file for patent protection after such public disclosure. Obviousness is a complex legal determination based on the expectation a hypothetical “person of ordinary skill” in the field would have had at the time the patent application is filed. Generally, obviousness requires that each and every element (part or step) of a technology can be found in published references or other publicly available information and that one of ordinary skill would have had a reason to combine those elements to produce the technology.

activities for or on behalf of CSHL or its sponsors; or (iii) it was specifically ordered from, or commissioned to, any person by CSHL. If requested by the CSHL Administration, CSHL personnel must execute any document that confirms the assignment of rights to CSHL in any such Technology.

The Commercial Relations Committee, acting on behalf of the Board of Trustees, may, at its discretion, waive some or all of CSHL's rights to a Technology if it determines, upon advice of the CSHL Administration, that CSHL is unable or unwilling to commercially exploit the Technology. Such a waiver would, of course, be subject to any rights properly retained by the U.S. Government or another grantee institution. In a case where a Technology consists solely of Tangible Research Property not eligible for patent or copyright, or solely of copyrightable material not eligible for patent, CSHL's rights may be waived in accordance with a policy established by, or an individual waiver granted by, the CSHL President without action by the Commercial Relations Committee. Similarly, a waiver may be granted in the same manner if it is determined that the Technology, while in a field of work conducted at CSHL, was made without the material use of CSHL's equipment, supplies, facilities, confidential information, funds or other resources.

Many members of the staff are the authors of materials subject to copyright laws. CSHL's policy is that all rights to copyrightable materials are covered by the same Intellectual Property Agreement as it applies to Technologies and subject to this policy. The CSHL Administration will grant a waiver of these rights upon request of the author in cases where the relevant materials are scholarly writings such as journal articles, books, texts, or laboratory manuals, unless such a grant would be specifically inconsistent with other sections of this policy.

2.2 Management of Technologies & Inventions

CSHL, through the Office of Technology Transfer, assumes the responsibility for managing CSHL owned Technologies. This includes evaluating their scientific and commercial potential, filing and prosecuting patents or other proprietary protections, assisting in the distribution of technology for research purposes, and assisting in the commercial development of selected technology by identifying potential markets and negotiating licenses, options and other agreements with outside organizations. The management of patents, Tangible Research Property and copyrights is ordinarily handled by the staff of the Office of Technology Transfer, but, in some circumstances, CSHL also may arrange for such management by other institutions or organizations.

A Quick Look at Copyrights

Copyright owners have the exclusive right to reproduce their work, distribute copies by sale or otherwise, and display or perform the work publicly, subject to various exceptions and limitations provided for in copyright law. Copyright law protects original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, whether directly or with the aid of a machine or device (e.g., a book, a journal article, a computer program). Novelty is not required, as is the case with patents. Copyright protects the form of expression, but not its subject matter. For example, a description of a machine could be copyrighted, but this would only prevent others from copying that description; it would not prevent others from writing their own description or from making or using the machine.

The following types of materials may be subject to copyright: Any written works, including books, journal articles, text, glossaries, bibliographies, study guides, laboratory manuals, syllabuses, tests, and proposals; lectures and unpublished scripts; films, filmstrips, charts, transparencies, and other visual aids; video and audiotapes and cassettes; live video or audio broadcasts; programmed instruction materials; computer programs, defined as "a set of statements or instructions to be used directly or indirectly in a computer to bring about a certain result"; certain databases; pictorial, graphic, and sculptural works including computer animations; sound recordings and internet web pages.

Copyrights exist from creation and have a duration of life of the author plus 70 years. In the case of works made for hire, the term is 95 years from the year of the first publication, or 120 years from creation, whichever is shorter.

Many Technologies are created as a result of research funded in whole or in part by the U.S. Government. The terms of the applicable Government grants or contracts govern rights to those potentially patentable Technologies. As a general matter, CSHL is obligated to report to the appropriate Government agency information regarding technologies or discoveries that may be subject to U.S. Government rights, and, unless otherwise specified in a grant or contract, CSHL must provide an irrevocable non-exclusive royalty-free license to the U.S. Government to use patents arising from Government supported research.

Other Technologies arise as a result of sponsored or collaborative research agreements with other organizations. The Vice President, Business Development and Technology Transfer is authorized to negotiate and execute suitable contracts which may include specific provisions for managing Technologies.

2.3 The Patent Process

Once a Technology is disclosed, CSHL may file and prosecute patent applications covering those Technologies with commercial potential. Initial costs are normally borne by CSHL, subject to later reimbursement as described in this policy, and there is no expense at this stage to the contributors to the Technology Disclosure (inventors). The inventor(s)' full cooperation with CSHL and outside patent counsel is essential in the preparation of any patent application and throughout the application process. The inventor(s), for example, will be asked to review drafts, provide details about how the Technology was developed, and also provide information that the inventor(s) may have about related technology and potential commercial applications and uses for the Technology, which might assist CSHL in managing the patenting process and achieve later commercial success. It is essential that all persons named as inventors on a patent application review the entire patent application before it is filed and discuss any questions they have with the Office of Technology Transfer and CSHL patent counsel.

CSHL reserves sole discretion over all decision-making with respect to the filing, prosecution, abandonment, enforcement, and other disposition or correction of all patent rights, including rights of

appeal and maintenance of issued patents. CSHL may, in the exercise of this discretion, decide at any time not to file a patent application; to cease prosecution of an application; or to cease maintaining an issued patent. If CSHL decides, at its discretion, not to pursue a patent and not to retain rights to an employee's Technology, CSHL will so notify the inventor(s) on a timely basis and the inventor(s) may request reassignment of the rights to himself or herself by petitioning the Commercial Relations Committee, which, upon consideration of the recommendation of the CSHL Administration in the matter, may approve a reassignment of right subject to the rights of the U.S. Government or other funder. Similarly, an inventor may petition for reassignment of an existing patent in the same manner. In the case of a Technology made with U.S. Government funding, any reassignment of rights must be done in accordance with applicable law and regulations. Any reassignment may be subject to conditions, including that a portion of future revenues attributable to the Technology will be paid to CSHL or that CSHL will retain a license for its own purposes. Once the rights to a Technology or a patent have been reassigned, no further costs in connection with patent protection will ordinarily be borne by CSHL.

Although this policy is not intended to limit an inventor's rights to publish, or otherwise make public, scientific disclosures through abstracts, text, or scientific presentations, CSHL may require that an inventor delay publication or presentation of information disclosing a Technology until after a patent application has been filed. In no event will the delay be for more than 90 days or otherwise unreasonably restrictive. Staff members should be aware that any public disclosure before filing a patent may forfeit any patent rights. To protect CSHL's rights, CSHL's standard Confidentiality Agreement must be signed by the Office of Technology Transfer or CSHL General Counsel before disclosures of unpublished Technologies are made to third parties.

What you need to do when you believe you have a patentable Technology:

- Disclose the Technology to the Office of Technology Transfer before you publicly talk about or present your Technology in a seminar, abstract, poster, meeting, journal or other public forum.
- Discuss the Technology with the Office of Technology Transfer to help it determine if a patent should be filed.
- As part of that discussion, consider the commercial potential of the Technology, the state and direction of your research, other developments in the field, and whether obtaining a patent is important to develop and put the Technology into public use.
- Discuss potential commercial interest in your Technology with the Office of Technology Transfer to develop a licensing and/or partnering plan.
- As a part of that plan (and after entering into appropriate confidentiality arrangements with the help of the Office of Technology Transfer), engage in discussions with potential licensees or industry collaborators, to assist them in evaluating and understanding technical aspects of your Technology.
- Engage the Office of Technology Transfer about these discussions or other developments — your input and continued involvement throughout the patenting and commercialization process is an important factor in achieving patent protection and commercial success.
- If the Office of Technology Transfer decides to file a patent application, be prepared to discuss the Technology and patent filing with CSHL's patent attorney and commit the necessary time to complete this process. The attorney will remain in touch periodically to exchange updates and to make certain all necessary paperwork is completed.
- Be sure to fill out a CSHL Technology Disclosure Form.

2.4 Commercialization of Technology & Inventions

CSHL, will from time to time determine that commercial development of certain Technology may yield benefits to society or advance CSHL's research mission. In such cases, CSHL may, at its discretion, seek to license or otherwise transfer the Technology to an existing company or to a startup company in order to access the financial resources and expertise needed to realize the technology's full potential. As part of this process, CSHL will often seek to research the market for the Technology; identify, contact and provide information to potential third party licensees and commercial collaborators; and pursue promising approaches for developing and disseminating the Technology. CSHL encourages inventors to discuss potential commercial interest in their Technologies with the Office of Technology Transfer.

When evaluating the commercial potential of CSHL owned Technologies, prospective licensees often seek disclosure of confidential information concerning the

Technology or work at CSHL. To protect CSHL's rights, disclosure of unpublished work or other pertinent information to third parties should be made only after consultation with the Office of Technology Transfer and execution of CSHL's standard Confidentiality Agreement by the third party.

Both before and after CSHL proceeds to seek commercial distribution of a Technology, whether through an existing company or a start-up company, use of CSHL's name in connection with the commercialization of a Technology or discovery is permitted only with the advance written approval of the CSHL Administration.

If CSHL determines that the most effective way to bring the Technology to the public is to license it to an existing company, the Office of Technology Transfer may negotiate an appropriate license agreement with the company, and provide for the sharing of any income received under such agreement in accordance with this policy.

Some Technologies may be best developed through a start-up company. This is particularly likely to be the case if: (i) there is no identifiable potential partner; (ii) a start-up company appears able to provide the necessary development investment on attractive terms; or (iii) a greater commercial value is likely to be achieved in this manner. Relationships involving Technologies licensed to start-up companies in which a CSHL inventor will have an ownership interest, or with which the inventor will have some other financial or management relationship, are subject to all relevant provisions of this policy. This includes the Income Sharing and Conflict of Interests provisions.

Regarding a Start-up, Consider:

- What is the business plan for the start-up?
- Who (other than the founding scientist) will be the CEO?
- Sources of funding and the investment case (how will investors receive a return and when).
- Risks in achieving the investment case and how those risks will be mitigated.
- Conflicts of interest and commitment and how they will be managed.
- Whether a start-up company is the best way to bring the technology to the public.
- What your role will be in the start-up and how that may impact your obligations to CSHL and others.

If CSHL determines in accordance with this policy that the most effective way to bring the Technology to the public is to license it to a start-up company, there are certain actions that an inventor should expect CSHL to take or not to take. For example, CSHL will not generally invest its own funds in its start-ups. CSHL may, however, facilitate introductions and other contacts between company founders, potential investors and venture capitalists. Although CSHL will not write the business plan for a start-up company, it may review a business plan, and offer comments before investors are solicited. CSHL must, of course, understand the business plan and the financial arrangements with investors before CSHL can grant a license to CSHL Technology to the start-up company. CSHL will generally not negotiate the license with the founding scientist(s). If requested

by the start-up company, CSHL may help to recruit a management team or review a proposed management team. Space for start-up companies will not generally be provided on CSHL's campus. CSHL may, however, assist in finding space outside of CSHL's campus.

2.5 Income Sharing From Technology & Inventions

Except as otherwise provided, CSHL will share income received from the licensing of Technologies with inventors, authors or other contributors on the Technology Disclosure Form as described in this section. The Commercial Relations Committee establishes, and may prospectively alter as it judges useful, the rules and formulas under which such income is shared. Under the policy in effect commencing September 30, 2006, the inventor's share of income that CSHL receives under a license agreement is as follows:

- (i) 50% of the first \$100,000 of Net Income received under the license; and
- (ii) 33% of the Net Income above \$100,000.

Net Income equals gross income actually received less the sum of directly related costs and an administrative charge equal to 15% of gross income to support the continuing expenses of technology transfer and commercial relations activities of CSHL. Directly related costs will, when applicable, include all costs of taxes and required reimbursements to others, and the cost of patent generation, prosecution, maintenance, licensing, enforcement and defense, including reasonable reserves for anticipated costs of future patent defense or the initiation of related patent infringement actions or related litigation. The balance of the Net Income, after provision for the inventor share and the applicable costs and charges (keeping in mind the accumulated and projected costs of intellectual property protection), will be utilized for the support of the research programs of CSHL through the CSHL Science Fund. With permission of the Commercial Relations Committee, the CSHL Administration may agree to allocate up to 20% of the CSHL Science Fund share of the Net Income to a particular division or other subpart of CSHL in advance of the

receipt of that income, but it is not expected that such advance allocations will normally be applied. If this Income Sharing formula is changed by the Commercial Relations Committee, the modified policy will apply only prospectively. In this situation, 'Prospectively' means that it will apply only to income received from the licensing of Technologies for which Technology disclosures are received after the date the modification is adopted.

The numerical Income Sharing formula above presupposes that the inventor has no financial interest in the Technology other than the right to receive cash payments as provided by the formula. In the event that compensation for a Technology is, in whole or in part, in the form of equity, the Income Sharing formula will operate in as substantively similar a manner as possible to how it would operate in the case of cash royalties or payments. The CSHL Administration, with notice to the Commercial Relations Committee, may reasonably adjust the inventor's share of cash Net Income if the inventor has an equity interest in, or other compensation from, a licensee of or holder of other rights to the Technology so that the total effect of the interest sharing properly reflects the goals of this section and approximates the result that would have occurred if the sharing had been entirely in the form of cash payments. Any such adjustment will reflect, among other considerations, any equity or equity equivalent interest related to the Technology held by CSHL.

When U.S. Government or other external funds have contributed to the Technology, income sharing may be subject to the terms of any applicable grant, award or third party funding agreement and will be considered a cost for the purposes of this Income Sharing formula.

CSHL Administration will make every reasonable attempt to calculate and pay an individual inventor's share of Net Income, to the extent practical, within six months of the receipt of the relevant funds by CSHL.

Special complications may arise in the application of the Income Sharing formula in situations where a license depends on more than one Technology. In these cases, the Office of Technology Transfer will assign proportional value for each patent application,

patent, or technology under that license. Any Net Income received under such a license will be allocated among the Technologies under the license in accordance with the proportional values assigned.

Complications also arise when there is more than one contributor to or inventor of a Technology. The Net Income allocated to an individual Technology will be divided among the inventors or contributors in that Technology at the time the Technology is licensed in accordance with the following procedure:

- The principal investigator or investigators will write a brief summary describing the science completed to date, the individuals who contributed to it and what each involved individual contributed. The principal investigator or investigators will also provide the Office of Technology Transfer with a recommendation as to the percentage of the inventors' share of Net Income that each inventor should receive based on the relative contribution of each inventor. Similarly, when an existing license is amended or supplemented with additional Technology, the principal investigator or investigators will provide a summary of the advancement and of the role of the inventors and/or contributors in that additional technology as well as a recommendation for sharing of Net Income.
- The Office of Technology Transfer will in each such situation send a copy of the submitted summary to each individual identified as contributing and allow these individuals to submit their own written comments on the summary. The CSHL Administration will consider the percentage recommendation together with the written summary and comments submitted and other relevant factors and shall then approve or modify the distribution percentages before making a final distribution to the inventors and/or contributors.

After a license has been completed and the participants in Income Sharing for the license have been determined, developments in the licensed technology or the status of patent rights may cause the initial allocations to become inequitable or obsolete. The CSHL Administration reserves the

right, but is not obligated, to make adjustments to prospective license income distributions in light of such changes. Income or other compensation distributed to any inventors and/or contributors prior to such adjustments will remain the recipient's property. It is also possible that a patent may be revoked, denied or invalidated after a stream of income has begun to be received. In such cases, the CSHL Administration may, on a case-by-case basis, determine whether to continue the sharing of royalties, but CSHL will not be obligated to pay inventors and/or contributors for a share of Net Income received after the date of denial or revocation.

Distributions of license income will be made only to the named inventors in a license for an issued patent or a pending patent application, or to such contributors as have been identified by the CSHL Administration in advance of the receipt of the income through the process described above. Any individual inventor may choose to reduce his or her own share of income to provide for payments to any contributor not identified in this manner by submitting a written statement requesting a reduction. The election of such a reduction, however, will have no effect on the income received by inventors and/or contributors other than the requesting inventor.

The income sharing provided by this section applies to compensation received from the licensing of Technologies for commercial application by third parties. Other income received related to technology transfer, such as payments to support collaborative work, research support, or income from clinical trial agreements, is considered institutional revenue and will belong wholly to CSHL. Income Sharing under this section is also subject, of course, to conformity with federal and state law and regulations. Under no circumstances may any royalty or other form of compensation be paid or owed in amounts not permitted under applicable laws and regulations, including those of Section 501(c)(3) of the Internal Revenue Code.

2.6 Procedures for Protection of Tangible Research Property

CSHL wishes to facilitate the traditional open distribution and exchange of Tangible Research Property for research purposes and encourage the further development of Tangible Research Property for public use. At the same time, it seeks to preserve the potential commercial value of its Tangible Research Property and protect CSHL and its employees from liability claims arising from the use of its Tangible Research Property by others. To maintain reasonable control over the identification and distribution of Tangible Research Property, the Office of Technology Transfer will maintain a central file of all contractual agreements with both non-profit institutions and for-profit organizations involving Tangible Research Property. Each item of Tangible Research Property should have an unambiguous identification code and name sufficient to distinguish it from other similar items developed at CSHL or elsewhere.

With respect to non-commercial scientific research, CSHL's general policy is to promote the prompt and open exchange of Tangible Research Property with scientific colleagues outside the investigator's immediate laboratory. Any distribution of Tangible Research Property to for-profit organizations must be accompanied by a Material Transfer Agreement, which can be obtained from the Office of Technology Transfer. Before an employee sends any Tangible Research Property to, or receives any Tangible Research Property from, a commercial institution or organization, the Office of Technology Transfer must review and approve the transfer terms and the form of the Material Transfer Agreement. CSHL will review the potential risks and benefits of sending or accepting the materials and ensure compliance with funding or other agreements. The Material Transfer Agreement should provide for countersignature by an authorized representative of the recipient institution and unambiguously identify the Tangible Research Property. Requests involving transfers to non-profit institutions for research purposes are generally permissible, but it is required that such transfers be made in accordance with a communication identifying the Tangible Research Property being transferred and clearly stating that it is to be used

only for non-clinical research by the recipient's research laboratory, is not to be distributed to any other person or laboratory, and is provided "as is" without any warranties or guarantees. It is advised that such transfers to non-profit institutions for research purposes be accompanied by a Material Transfer Agreement. A Material Transfer Agreement provides clear expectations regarding how the material will be handled and how any related research results may be shared.

2.7 Copyright Protection

If a work is eligible for copyright, copyright protection attaches upon the work's creation. There are no formalities that must be followed for a work to receive protection. Still, there are several things that can, or should, be done to help inform others of a work's status as a copyrighted work and to enforce the copyright in the work. This includes using proper copyright notices and possibly registering a copyright with the Copyright Office. Registration of a United States copyright is a prerequisite for enforcing the copyright in federal courts, and the Office of

Technology Transfer can assist in determining whether a copyright in a particular work should be registered and how to do it.

It is CSHL policy that a proper copyright notice must be placed on CSHL works that may be published, distributed or used by third parties. This does not apply to ordinary business communications. The following guidelines are to be followed in placing copyright notices on works:

- A proper copyright notice includes (i) the symbol ©, or the word "Copyright," or the abbreviation "Copr."; (ii) the year of first publication of the work; and (iii) the name of the owner of the copyright. For example: "© 2014 Cold Spring Harbor Laboratory" would be a proper notice for a work published in 2014.

What you need to do before transferring or receiving Tangible Research Property:

- Before sending materials to, or receiving materials from, a business corporation or other for-profit organization, you must notify the Office of Technology Transfer so that an appropriate Material Transfer Agreement can be negotiated with the organization.
- The Office of Technology Transfer will consider whether the terms of any transfer or receipt are consistent with the terms of your research support, whether there are any property or commercial interests at risk, and whether the use of the materials will conflict with any other agreements involving your laboratory.
- Material Transfer Agreements may not be required for transfers to some non-profit institutions, such as universities, but transfers without this protection may result in a loss of commercial value and such materials might be passed on by the recipient to companies for their own material gain. It is strongly recommended that a Material Transfer Agreement or other written document be put in place which at the very least identifies the material, makes it clear that the material is not to be used for human research and is provided without warranties.
- The easiest way to secure transfers to a non-profit institution is to use a simplified Material Transfer Agreement which can be handled by the Office of Technology Transfer.
- If material is to be received from a non-profit research institution, please consult the Office of Technology Transfer as to whether an institutional signature is required and to review the terms under which the material is being transferred.

- For most publications, the notice should be placed in a manner and location that gives others reasonable notice of the copyright.
- For computer programs, all physical forms of the program such as the printout or any disc, tape or magnetic card should contain a notice. It is sufficient to include the language: “© 2014 Cold Spring Harbor Laboratory. All rights reserved. The computer program contained herein is the property of Cold Spring Harbor Laboratory and cannot be reproduced, copied or used without written consent of Cold Spring Harbor Laboratory.” The computer program itself should be set up to print out the above notice at the beginning of the program.
- If a computer program is contained in a chip, which becomes part of a solid-state device, the notice should appear on the device. The notice should also appear on any containers or packaging for the materials.

Authors are required to advise the Office of Technology Transfer before publishing, distributing or allowing any third party to use any work that may be copyrightable and has commercial value. The Office of Technology Transfer may then obtain registration of copyrightable material owned by CSHL. Decisions on whether to register, maintain or enforce a copyright will be at the discretion of the CSHL Administration.

CSHL is aware that authors, sponsors, and CSHL itself are often requested to relinquish rights to copyrighted articles when they are submitted to scholarly and professional journals. Except when publication is inconsistent with other sections of this policy, such as those relating to the protection of pending patents, CSHL policy encourages publication even when copyright is transferred. Advance arrangements should be made with the publisher of the journal if an author or the sponsor wishes to retain title or other rights to copyright of the material.

CHAPTER 3

Relationships With Outside Organizations

Relationships with outside organizations extend an employee's professional activities. Activities such as commercially sponsored research and consulting may promote useful collaborations and stimulate practical applications that will enhance the employee's contribution to CSHL & society. CSHL encourages a full range of professional activities, provided such activities do not create conflicts with the employee's primary professional obligations to CSHL. For the protection of both staff and CSHL, full disclosure of potential sponsorships and consulting relationships, and approval on the part of CSHL Administration, must precede the commencement of any activity along these lines.

3.1 Commercially Sponsored Research, Generally

CSHL staff scientists are welcome to explore commercial support in fields of mutual interest to CSHL and the sponsor. CSHL permission is required, however, before any such arrangement can be entered into. All proposals for commercially sponsored research must be submitted to the Office of Technology Transfer for approval. Prior to an authorization of commercial funding for work at CSHL, consideration will be given to the scientific merit of the project, intellectual freedom restrictions, publishing restrictions and the overall research interests of CSHL. Upon referral of a question by the Vice President, Business Development & Technology Transfer on any such matter, CSHL's President may consult with the Commercial Relations Committee, or with one or more of the members of the CSHL scientific staff, to provide advice regarding these issues. When special arrangements regarding Technologies are necessary under a sponsorship contract, the CSHL Administration is authorized to negotiate and execute special contracts on behalf of CSHL suitable to such circumstances.

3.2 Limitations Applying to Commercially Sponsored Research Arrangements

CSHL must retain responsibility for managing commercially sponsored research programs and maintaining flexibility within its research programs. Commercial sponsors may consult with CSHL staff on matters of scientific interest and may participate in advisory committees from time to time, but they cannot represent a majority on any CSHL committee and may not dictate the direction of the research.

Free exchange of information among researchers both within and outside CSHL staff is fundamental to the basic purpose of the institution. No sponsored research agreement that inhibits or prohibits such exchanges can be approved, without written approval by the CSHL President and notification by the CSHL President to the Commercial Relations Committee. Sponsored research agreements must permit publication of research results. Commercial sponsorship contracts, however, may permit a sponsor to delay pending publications for review for patentable material, up to a maximum of 90 days from submission. Any decision to further delay publication must have the written approval of the CSHL President.

While CSHL may commit to make reasonable efforts to conduct the research, in accordance with the research plan, the results of experiments and the direction of the sponsored research cannot be guaranteed. Therefore, any and all contracts with research sponsors must avoid such guarantees, and the contract should include language disclaiming any such guarantee, express or implied.

Certain types of restrictions on CSHL activities are never permissible under commercial sponsorship agreements. For example, CSHL's right to seek government funding or other non-related commercial funding can never be abridged. CSHL, however, may

grant research sponsors licenses or options to license intellectual property developed during the term of the sponsored research agreement. Beyond such explicitly contracted rights, however, the ownership of intellectual property by CSHL resulting from the sponsored research cannot be assigned to any other organization or waived without express approval of the CSHL President and notification to the Commercial Relations Committee. Unless otherwise specified under the terms of the sponsorship agreement and approved in writing by the CSHL President, all Technologies or discoveries resulting from such activities remain subject to CSHL's rights under this policy and the applicable Intellectual Property Agreement.

3.3 Student Participation in Commercially Sponsored Research

Special provision must be made in order to protect the educational interests of students and postdoctoral fellows working in laboratories in which the Principal Investigator of the laboratory receives research support from a company and owns stock in, or receives income from, that same sponsoring company. No student, including postdoctoral fellows, may work on such a project

until the CSHL President has appointed a separate "Mentor" to oversee the relationship between the student and sponsor. The appointed Mentor must be independent of the Principal Investigator and free from any potential conflict in the matter at hand or with the sponsoring company. The Mentor must be made fully aware of the Principal Investigator's arrangements with the sponsor, and will serve as an advocate to ensure that the student's educational and career interests are protected. The student's thesis committee must be made aware of such potential conflicts. The Mentor will seek to ensure that none of the student's publications are delayed more than 90 days from their submission for patent or other commercial purposes or at the request of a research sponsor.

3.4 Consulting, Generally

Consulting arrangements are common for CSHL scientists. Consulting not only can provide the benefits of outside income but also may broaden the knowledge base of participating staff members. Consulting is defined as a professional fee-for-service relationship with a third party interested in a CSHL staff member's field of discipline. The third party in such an arrangement may be a for-profit

What you need to do to conduct a sponsored research program:

- Engage in discussions with potential commercial sponsors of your research (after entering into confidentiality agreements, if appropriate, with the assistance of the Office of Technology Transfer). At the same time, inform the CSHL Administration that you are engaged in such discussions.
- In developing a proposal, keep in mind CSHL policies on direction of research, free exchange of information, publication of results, avoidance of guarantees, intellectual property rights, rights to seek other funding and student participation.
- Submit the sponsored research proposal to the Office of Technology Transfer so it can consider whether the proposal is consistent with the terms of your other research support and CSHL research interests.
- Assist the Office of Technology Transfer as requested when it negotiates sponsorship terms consistent with CSHL policy.
- Discuss with the Office of Technology Transfer any provisions of the proposal that conflict with CSHL policy in order to assist the Office of Technology Transfer in determining whether the matter should be submitted to the CSHL President to consider for approval of an exception.
- Be mindful of any special provisions put in place to protect the educational interests of students and fellows.

company or not-for-profit entity. Because consulting agreements are personal contractual obligations between the employee and the third party, CSHL is not a contracting party and cannot be bound to any obligation whatsoever by any consulting agreement signed by an employee.

Just as important, no employee may enter into, or continue, any consulting service work that interferes with the employee's primary commitment to CSHL. To help ensure that no such commitment conflict arises, the maximum time any employee may provide consulting or other services to outside organizations in the aggregate is limited to 13 days per calendar quarter. Days not used in any one quarter may not be accumulated and transferred to subsequent quarters. Employees should maintain a log of time spent in each consulting activity, including the date and recipient of the consulting services, as well as the number of hours spent. In computing this total, CSHL and the employee should consider meetings or consulting intervals of two hours or less in duration as 1/4 of a day; meetings or consulting intervals between two hours and four hours in duration as 1/2 of a day; and meetings or consulting intervals of more than four hours in duration as a full day. The CSHL Administration and the Commercial Relations Committee may reasonably monitor the amount of compensation that an employee receives from business affiliations or consulting clients in order to minimize the likelihood that a conflict of commitment, attention or duty arises.

Proposed and ongoing consulting activities require written disclosure by the employee to the General Counsel's Office, including descriptions of the substantive nature of the work, the effort required, and detail of any proposed compensation arrangements regardless of the form of such compensation. Disclosure of consulting arrangements must be made prior to the inception of any consulting assignment, again upon any material change in a reported arrangement, and periodically as required by the provisions of this policy governing Conflicts of Interest. To assure that consulting agreements do not include provisions contrary to CSHL's policies or interests or which place CSHL at risk, proposed consulting agreements cannot be signed or take effect until prior approval has been obtained from

the CSHL Administration. An agreement submitted for review to the General Counsel's Office will be deemed to have been approved if that office has not responded to the employee in writing with an approval, a disapproval, or one or more questions or comments within thirty days of a proposed agreement's submission. Consulting Agreements involving Trustees or Officers of CSHL must also be referred to the Commercial Relations Committee for its additional approval.

A CSHL employee may not simultaneously hold any position as an employee of a commercial organization. Similarly, no CSHL employee may hold a title in a commercial organization which might imply employee status at that organization. This would include the titles of Chairman, President, Chief Executive Officer, Chief Operating Officer, and Chief Scientific Officer. Faculty, however, may apply for a sabbatical leave from CSHL to hold such a position in conformance with any then-applicable CSHL policy on sabbatical leave. At the conclusion of a sabbatical leave, the employee must resign any position or title held in a commercial organization during the sabbatical. A CSHL employee may hold the title of consultant to, or non-executive Director of, a commercial organization as long as the time committed and compensation received are otherwise in compliance with the appropriate limitations outlined in this policy.

3.5 Guidelines for Approval of Consulting Agreements

In considering proposed consulting arrangements, CSHL will take special care to be sure that certain reasonable guidelines are followed to protect CSHL's interests and those of its scientific community. Any exception to these guidelines would require advance approval in writing by the CSHL President, Chief Operating Officer or Vice President, Business Development & Technology Transfer. Employees should expect that consulting agreements will not be approved if they fail to preserve CSHL intellectual property; if excessive time or attention is likely to be expected on the part of the consultant; or if the agreement appears likely to interfere with the employee's primary commitment to CSHL. There should be no provision within a consulting agreement for use of CSHL trademarks or its name.

Use of CSHL resources requires advance approval. Graduate students and Postdoctoral fellows are generally prohibited from consulting for commercial organizations, and may not be assigned to work based on an employee's consultancy without a waiver.

No consulting agreement may require a staff member to market, or in any way assist a company in marketing, any products or services to the detriment of CSHL or CSHL's interests. All technical, scientific and other information concerning the business and research plans and activities of CSHL must be kept confidential and may not be disclosed to an outside organization. Tangible research property of CSHL may not be provided to an outside party under any consulting arrangement. All Technology resulting from consulting activities must remain subject to CSHL's rights under the CSHL Intellectual Property Agreement. No consulting agreement, moreover, may restrict or limit the consultant's right or ability to publish at CSHL or infringe on the consultant's obligations to CSHL with respect to publication and academic freedom.

3.6 Consulting for a Research Sponsor

A for-profit sponsor of CSHL's research may seek a separate consulting arrangement with an employee of CSHL, provided that the agreement has been reviewed and approved in advance by the CSHL Administration. Any such consulting agreements may not, however, be an integral part of a Sponsored Research relationship.

Employees with any ownership of, or equity interest in, a company that is proposing to provide research support to CSHL are required to call this to the attention of the CSHL Administration. Funding of this type of research at CSHL, while not necessarily prohibited by this policy, raises special concerns about potential conflicts of interest, and will be subject to case-by-case scrutiny on an ongoing basis by the CSHL Administration. CSHL Administration may prohibit such funding, or continuation of such funding, if a material (unmanageable) conflict

of interest or conflict of commitment is found to arise. To facilitate appropriate review, participating employees are required in such cases to submit to the General Counsel's Office an annual report of the research accomplished and a summary of all involvement by CSHL employees.

What you need to do before consulting:

- Disclose the consulting relationship to the General Counsel's Office and obtain approval in advance for the consulting agreement.
- Discuss with the General Counsel's Office whether and how your research at CSHL relates to the proposed consulting services so the General Counsel's Office can evaluate whether CSHL's interests are protected.
- Discuss with the General Counsel's Office any provisions of the proposal that conflict with CSHL policy.
- Do not agree to spend more than 13 days per quarter in all of your consulting activities, taken together.
- Complete a conflicts disclosure form at the inception and be prepared at least once per year to account for your time and compensation as well as any Technology related to the consulting that lists you as an inventor or author.
- Maintain a daily log of time spent and consulting services rendered.
- Be aware that your activity will not be covered by CSHL professional indemnity insurance.

CHAPTER 4

Conflicts of Interest

4.1 Conflicts Policy, Generally

While CSHL encourages involvement in outside professional activities, public and private, provided that such activities do not interfere with the employee's commitment to CSHL, the good name and reputation of CSHL and its community depends on the avoidance of harmful conflicts of interest. Employees must arrange their outside obligations, financial interests, and activities to avoid both actual and perceived conflicts of interest. Conflicts of interest involving employees are situations in which an employee has, or appears to have, the opportunity to influence CSHL's decisions, or use the resources or proprietary information of CSHL, in ways that could lead to gain for the employee to the detriment of CSHL. For this purpose, gain to the employee should be considered to include direct and indirect gain to his or her family, or to any organization in which the employee or employee's family has a significant interest. A CSHL employee is expected to accord his or her primary loyalty to CSHL and its mission of research. CSHL seeks the help of every employee in avoiding the pain and embarrassment of conflict situations. Since no written policy can anticipate every possible conflict situation or provide a guide to the wisest course for navigating all potential conflicts, employees will be asked to consult with the CSHL Administration whenever a conflict question or a matter of potential concern arises. The CSHL President shall be entitled to instruct an employee to decline or cease a particular activity, cure an ownership situation, or otherwise change the circumstances of any situation in which the CSHL President feels there is a risk of harm to CSHL from an actual or perceived conflict of interest. Such determinations, like all determinations under this CSHL Commercial Relations Policy, are subject to appeal to the Commercial Relations Committee of the Board of Trustees in the manner provided by this policy.

4.2 Guidelines to Describe Conflict Situations

Because there are many line drawing problems involved in maintaining a fair and sensible conflicts of interest policy, determinations are often made on a case-by-case basis. These determinations will be made by the CSHL Administration with advice from the General Counsel's Office as matters are brought to their attention. Some generalizations, however, are useful to describe. While most properly documented and structured commercial relationships between staff and outside parties are welcomed by CSHL, conflicts can arise when an employee or employee's family accepts some remuneration or other gain from an organization seeking to do business with, influence, or learn from CSHL in a manner not in CSHL's interests. In examining such situations, an employee's "family" will generally be interpreted to include a person's parents, spouse and children in all cases and other family members only upon a request of such information from the CSHL Administration. Holding a significant financial interest in a commercial entity with interests in a field of CSHL research is not necessarily in itself a conflict of interest, but should always be reported for a determination of possible conflict. A significant financial interest in an entity generally means any combined holding of interests by the employee and members of his or her family with a market value in excess of fifty thousand dollars (\$50,000), constituting five percent (5%) or more of the outstanding interests in that entity, or representing more than 5% of the combined net assets, exclusive of residences and personal belongings, of an employee. Any financial relationship at all with an outside organization, however, including ownership of securities or options regardless of amount, or receipt of any payment for consulting or other work, may be deemed to be significant if the employee's work at CSHL is likely, or intended, to affect materially the commercial value of a product or service in which the outside organization has a financial interest. If an employee, or any member

of his or her family, has any financial relationship with an outside organization that proposes to sponsor research in the employee's laboratory, that proposed arrangement presents a potential conflict of interest that must be reported and evaluated by CSHL under this policy.

Conflicts of commitment are considered conflicts of interest. A conflict of commitment can occur when an employee's service to an outside organization exceeds the permissible number of days per quarter under this policy or otherwise interferes with the employee's ability or willingness to fully perform the employee's obligations and duties to CSHL.

4.3 Written Disclosure of Potential Conflicts

Employees of CSHL may be asked to complete, and submit to the General Counsel's Office, a Potential Conflicts of Interest Disclosure Form (the current form of which is provided as Appendix A) at the time of employment, annually by September 30 of each year, and promptly on a continuing basis whenever a material change occurs in the reported information.

Additionally, research investigators at CSHL must comply with the CSHL Investigator Conflict of Interest Policy (FCOI Policy) and complete a FCOI Annual Disclosure Form which is available through the Office of Sponsored Programs.

Procedure for Managing Conflicts of Interest

- Familiarize yourself with the CSHL conflict of interest policies.
- Arrange your outside obligations, financial interests and activities to avoid both actual and perceived conflicts of interest.
- Complete the CSHL Investigator Conflict of Interest Annual Disclosure form or the Potential Conflicts of Interest Disclosure Form as appropriate and submit updates as information changes or potential conflicts arise.
- Assist the CSHL Administration as needed in understanding, and evaluating and managing as needed any potential conflicts.
- Comply with the recommendations of the CSHL Administration to mitigate or manage any potential conflicts.

APPENDIX A

Potential Conflicts of Interest Disclosure Form

As an employee of Cold Spring Harbor Laboratory (“CSHL”), you are expected to accord your primary loyalty to CSHL and its mission of research. While CSHL encourages involvement in outside professional activities, employees must arrange their outside activities, obligations and financial interests to avoid both actual and perceived conflicts of interest.

CSHL seeks the help of each employee in avoiding conflict of interest situations. To this end, CSHL asks that you provide the information requested in this form so CSHL can evaluate whether there are any matters of potential concern that need to be addressed. In Section I below, you are asked to provide certain specific information about financial interests, outside positions and compensation from outside organizations. The Commercial Relations Policy generally prohibits employees from holding officer positions or titles implying employee status in commercial organizations. In Section II below, you are asked to provide information about any potential conflicts of interest of which you are aware. You will be asked to fill out a new form by September 30 each year, and you also should submit an update promptly whenever there is any new information or any material change in the information that you provided. If you need extra space to report any of the requested information, please attach an exhibit using the same format as the relevant chart below, and indicate in the chart that an exhibit is attached.

I. Disclosure of Specific Information

When filling out subsections I.A and I.B below, please provide information on financial interests and outside positions held by you and/or by any member of your family. For this purpose, family means your parents, spouse, siblings and children in all cases and other family members only upon a request of such information from the CSHL Administration. For each family member who holds an interest or outside position, please indicate that person’s relationship to you.

A. Significant Financial Interests

Please list below all organizations in which you and any member of your family, on a combined basis, holds interests with a market value in excess of fifty thousand dollars (\$50,000), constituting five percent (5%) or more of the outstanding interests in that organization, or representing more than 5% of your net assets, exclusive of residences and personal belongings.

Name of Organization	Description of Financial Interest	Owned By	Date Acquired

B. Positions in Outside Organizations

Please list below all positions of leadership or responsibility held by you or any member of your family in any outside organizations. Such positions include, but are not limited to, serving as a member of the board of directors or trustees, an officer, or a member of a committee or advisory board, whether or not compensated. In most cases employees are prohibited from holding officer positions in commercial organizations unless they conform to the Commercial Relations Policy.

Name of Organization	Position Held	Held By	Term		Compensation	
			To	From	Yes	No

C. Compensation by Outside Organizations For Services

Please list below all arrangements under which you are compensated by an outside organization for services, including without limitation all consulting arrangements.

Name of Organization:	
1) Hours spent (per year):	
2) Compensation received:	
3) Intellectual property arising from such services:	

II. Disclosure of Potential Conflicts of Interest

In addition to the information provided in Section I above, CSHL also asks that you provide information about any potential conflicts of interest of which you are aware. Conflicts of interest involving employees are situations in which an employee has, or appears to have, the opportunity to influence CSHL's decisions, or use the resources or proprietary information of CSHL, in ways that could lead to gain for the employee at the improper expense of CSHL. For this purpose, gain to the employee should be considered to include direct and indirect gain to his or her family, or to any organization in which the employee or employee's family has a significant financial interest, and an employee's "family" will be interpreted to include a person's parents, spouse and children in all cases and other family members only upon a request for such information from the CSHL Administration.

Please note that any financial relationship at all with an outside organization, including ownership of securities or options regardless of amount, or receipt of any payment for consulting or other work, may be deemed to be significant if your work at CSHL is likely, or intended, to affect materially the commercial value of a product or service in which the outside organization has a financial interest. If you, or any member of your family, has any financial relationship with an outside organization that proposes to sponsor research in your laboratory, that proposed arrangement presents a potential conflict of interest that must be disclosed.

If you are not aware of any such potential conflicts of interest, please so state:

I have read and agree to abide by the CSHL Commercial Relations Policy as it relates to Conflicts of Interest. The information provided above is accurate and complete to the best of my knowledge. I agree to update this form promptly to disclose any new information or other material changes to the information provided above.

Name: _____ Dept.: _____

Signature: _____ Title: _____

Date sent to the General Counsel's Office: _____

APPENDIX B

Intellectual Property Agreement

The Trustees of Cold Spring Harbor Laboratory (“CSHL”) have approved the CSHL Commercial Relations Policy, which is designed to encourage scientifically meritorious and productive interactions among CSHL, its scientific staff, consultants, students, interns, visiting scientists, and volunteers (collectively “Staff”) and commercial organizations, while protecting CSHL’s intellectual property and other interests. To enable CSHL to implement the Commercial Relations Policy, in consideration of my employment or engagement as Staff by CSHL and opportunities to perform research at CSHL and for other good, valuable and sufficient consideration that I acknowledge receiving, I agree as follows:

1. I have read, understand and agree to abide by the CSHL Commercial Relations Policy, including without limitation Chapter 2 of that policy entitled “Policy Regarding Technology & Inventions.”
2. In accordance with the CSHL Commercial Relations Policy, I hereby agree to disclose to CSHL all Technologies (defined below) that I make, create, conceive, reduce to practice or work on, in whole or part, while I am an employee or on the staff of CSHL. This applies whether the Technology was solely my work or arose from the work of or in collaboration with others.
3. I also agree to assign to CSHL, and hereby do assign to CSHL, all my right, title and interest in any Technology that (i) was made with equipment, supplies, facilities, confidential information, funds or other resources of CSHL; (ii) resulted from work performed by me or others in pursuance of research activities for or on behalf of CSHL or its sponsors; or (iii) was specifically ordered from, or commissioned to, any person by CSHL. I further agree to execute written assignments and all other documents requested by CSHL to effectuate or confirm the assignment of such Technologies, and to cooperate with CSHL and its Office of Technology Transfer in obtaining, protecting and enforcing all patent and other rights in any Technology.
4. “Technology” as used in this Agreement and the CSHL Commercial Relations Policy, means ideas, discoveries, inventions, information, improvements, tangible research property, compositions, reagents, works of authorship, software, databases, materials, methods, processes and other technology, whether or not patented (or patentable) or copyrighted (or copyrightable). Tangible research property may include biological materials (such as cell lines, clones, antibodies, tissues, reagents, and plants), computer software, computer databases, engineering drawings, and prototype devices and equipment.
5. I have attached a list of research projects in which I have been engaged during the last three years.
6. I am not under any obligation that conflicts with this Agreement.
7. I recognize that this Agreement is part of the terms and conditions of my employment or engagement by CSHL and will continue after the termination of my employment or engagement.

Signature of Employee

Typed Name

Date

Signature of Witness

Typed Name

Date

**Cold Spring Harbor Laboratory
Technology Disclosure Form**

Confidential

(Please Complete & Return to the CSHL Office of Technology Transfer)

Docket No: _____ **Date Received:** _____ (OTT Use Only)

1. PLEASE IDENTIFY ALL WHO CONTRIBUTED TO THE DISCOVERY AND DEVELOPMENT OF THIS TECHNOLOGY (specify his/her institution or company if not CSHL):

Name _____ CSHL _____ Name _____

Name _____ Name _____

Name _____ Name _____

Name _____ Name _____

For each person identified, please complete a project description. (Form attached)

2. DESCRIPTIVE TITLE OF THE TECHNOLOGY:

3. FUNDING SOURCES (including all outside agencies, foundations, organizations or companies):

Government Agency/Sponsors	Grant/Contract No.	Principal Investigator
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. DESCRIPTION OF THE TECHNOLOGY. Please briefly describe what this technology is, how you have used it or plan to use it and what problems it solves. Please attach any additional documents describing this technology, preferably a manuscript, or a detailed abstract with figures or diagrams.

5. COMMERCIAL APPLICATION. Please briefly describe any current or future foreseeable commercial use or commercial application of this technology, including research collaborations with companies:

6. PUBLICATIONS AND PRESENTATIONS. If you have submitted or plan to submit any manuscript for publication on any of this work or have presented or plan to present any of this work, including any public seminar at CSHL, please provide details of that submission or presentation, including dates:

SIGNATURES OF SCIENTISTS MAKING THIS TECHNOLOGY DISCLOSURE:

_____	Date _____

DISCLOSED TO:

Signature

Date

Title

Project Description for each Scientist Contributing to this Technology Disclosure

(Please complete one page for each contributor)

NAME OF INDIVIDUAL: _____

Affiliation: _____

Address: _____

Citizenship: _____

ROLE ON PROJECT. Please be specific about what they did and what role they had in developing or using the technology:

WHEN INVOLVED. Please indicate the period of time during which this individual worked on this project:

SUPPORT. Please indicate all funding sources (other than CSHL) that supported this individual's work on the project, including salary and fellowship support, including dates of the support:
