

**DHR HEALTH INSTITUTE FOR RESEARCH & DEVELOPMENT
POLICY AND PROCEDURE**

SUBJECT: Intellectual Property Policy	Policy #: CRP-1010
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DEPARTMENT: DHR Health Institute for Research & Development	EFFECTIVE: 02/19
	REVIEWED/REVISED: 02/19, 02/20, 11/20, 01/21, 04/21, 05/21, 03/22
APPROVED BY: Sohail Rao, MD, D.PHIL, President & Chief Executive Officer (Institutional Official, OHRP, DHHS)	

Purpose:

The purpose of this policy is to promote the mission of DHR Health Institute for Research & Development (“**INSTITUTE**”) to innovate by making inventions, copyrightable works and other intellectual property which may be created by any Clinical Research Scientist (“**SCIENTIST**”) in the **INSTITUTE**’s Research Academy or affiliates available for the benefit of the public while also providing for a fair allocation of the financial costs and rewards associated with them.

Applies To:

This policy applies to the following potential research investigator; Physician staff employed by RMF and its affiliates; staff employed by DHR Health and its affiliates; faculty, fellows, residents, students of academic institutions with a current affiliation agreement with DHR Health Institute for Research & Development; staff and physicians of non-academic institutions with a current affiliation agreement with DHR Health Institute for Research & Development; Physicians with privileges to practice medicine in DHR Health, Physicians and staff employed by Starr County Memorial Hospital and its affiliates; faculty, fellows, residents, students of academic institutions with a current affiliation agreement with Starr County Memorial Hospital and its affiliates; staff and physicians of non-academic institutions with a current affiliation agreement with Starr County Memorial Hospital and its affiliates; Physicians with privileges to practice medicine in Starr County Memorial Hospital and its affiliates.

Scope:

- A. This policy applies to all **INSTITUTE** Intellectual Property created by any **SCIENTIST** in the Research Academy of the **INSTITUTE** and others who affiliate, partner and/or collaborate with the **INSTITUTE** to be bound by this policy and created while using **INSTITUTE** and/or its affiliate’s resources and during normal working hours.
- B. This policy does not apply to any Intellectual Property developed by the **SCIENTIST** in the Research Academy of the **INSTITUTE** or its affiliates outside of normal working hours and not using **INSTITUTE** Resources.

Definitions:

This list is not intended to be exhaustive.

- A. “Intellectual Property” means intangible rights that are developed or chiefly guided by the intellect of their creators or users. It includes, but is not limited to, any inventions (whether patentable or not), designs, programs, formulas, mixtures, drugs, compounds, know-how, procedures of any type, discoveries, Patents, Trade Secrets, Copyrights, mask work rights, trademarks, service marks, trade names or other identifiers relating to **INSTITUTE**, its activities and its products, whether registered or unregistered.

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- B. “**INSTITUTE Intellectual Property**” means any Intellectual Property conceived or otherwise created by or for **INSTITUTE’s SCIENTISTS** in the course and scope of his or engagement in the Research Academy of the **INSTITUTE** and **INSTITUTE’s** and/or its affiliates Resources, and any Intellectual Property conceived or otherwise created by any person or entity pursuant to an agreement with the **INSTITUTE** which is made subject to this policy.
- C. “**SCIENTIST**” means any investigator, resident or fellow of DHR Health, Renaissance Medical Foundation and/or its partners acting within the course and scope of engagement with the **INSTITUTE**. The **INSTITUTE** may, from time to time, require others under contract to **INSTITUTE** or participating in **INSTITUTE** activities or functions to be subject to this policy as if they are **INSTITUTE’s** Personnel.
- D. **INSTITUTE** affiliates means DHR Health, Renaissance Medical Foundation and partners with whom the **INSTITUTE** has a management agreement and/or professional services agreement.
- E. “**INSTITUTE Resources**” means any facility including funding, data, equipment, and material, or any other **INSTITUTE** or its affiliate’s asset available to a person as a result of that person’s affiliation with the **INSTITUTE**, which would not be available to a person unaffiliated with **INSTITUTE** on the same basis.

Policy Statements:

- A. All **INSTITUTE Intellectual Property** that is created by **INSTITUTE’s SCIENTISTS** is the sole property of the **INSTITUTE**.
- B. Every creator of **INSTITUTE Intellectual Property** shall, promptly disclose in writing such **INSTITUTE Intellectual Property** to the President/Chief Executive Officer of the **INSTITUTE** or his/her designee.
- C. The **INSTITUTE** may require **INSTITUTE’s SCIENTIST** to disclose in writing to the **INSTITUTE** the existence of all Intellectual Property created by such **SCIENTIST** prior to employment by **INSTITUTE’s** affiliates, as well as any actual or potential claims of rights by third parties that might in any manner be adverse to the **INSTITUTE**.
- D. **INSTITUTE’s** Intellectual Property is presumed to be confidential information and a trade secret of the **INSTITUTE**.
- E. Creators of **INSTITUTE’s** Intellectual Property shall be compensated for their work in line with the terms outlined below in Section V.

Procedures/Standards and Roles & Responsibilities:

- A. **INSTITUTE** holds all right, title, and interest to any and all **INSTITUTE’s** Intellectual Property throughout the world. **INSTITUTE**, in its sole discretion, is the only party that may assign, license, or otherwise enter into transactions relating in any manner to **INSTITUTE’s** Intellectual Property.
- B. Should the **INSTITUTE** decline to assign, license, or otherwise enter into transactions relating in any matter to **INSTITUTE’s** Intellectual Property, the **INSTITUTE’s** Intellectual Property will become the sole property of the creator. Any decision by the **INSTITUTE** to decline to assign, license, or otherwise

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- C.** enter into transactions relating in any matter to **INSTITUTE’s** Intellectual Property must be in writing and signed by the President & CEO of the **INSTITUTE**.
- D.** If the **INSTITUTE** decides to assign, license, or otherwise enter into transactions relating in any matter to **INSTITUTE’s** Intellectual Property, the **INSTITUTE** will fund the investigations, filings, and litigation attendant upon acquiring and maintaining the patent, trademark, and/or copyright for such inventions after appropriate legal counsel is sought.
- E.** Should the **INSTITUTE** assign, license, or otherwise enter into transactions relating in any matter to **INSTITUTE’s** Intellectual Property, the **INSTITUTE** shall split any resulting profits after the subtraction of expenses incurred by the **INSTITUTE**, in the following manner:
- a. 40% (forty percent) of the profits to the **INSTITUTE** shall be paid to the inventor(s) and the remainder shall be deposited in the **INSTITUTE** Excellence Fund.
- F.** Every creator of **INSTITUTE’s** Intellectual Property shall, promptly disclose in writing such **INSTITUTE’s** Intellectual Property to the President/CEO of the **INSTITUTE** or his/her designee. The disclosure of **INSTITUTE’s** Intellectual Property to the President/CEO of the **INSTITUTE** or his/her designee shall include such details required by the **INSTITUTE**, in its sole discretion, in order to evaluate, protect and/or commercialize such **INSTITUTE’s** Intellectual Property.
- G.** **INSTITUTE’s** personnel and **SCIENTIST** and those subject to this policy shall cooperate and provide assistance with the development and commercialization of **INSTITUTE’s** Intellectual Property, as required by the **INSTITUTE**.
- H.** All **INSTITUTE’s** Intellectual Property is presumed to be confidential information and a trade secret of the **INSTITUTE**. The President/CEO of the **INSTITUTE** or his/her designee prior to any disclosure must approve all disclosures, including but not limited to publications, speeches, presentations, or articles, of the **INSTITUTE’s** Intellectual Property to third parties, in writing.
- I.** Trademarks, service marks, trade names or other identifiers relating to the **INSTITUTE**, its activities and its products and services, and whether registered or unregistered, are the exclusive property of **INSTITUTE**. No steps may be taken to transfer, license or otherwise grant permission to use any of them to any other person or entity without the prior written approval of President/CEO of the **INSTITUTE**.
- J.** A purported assignment, transfer, license, assertion of ownership, or other disposition of **INSTITUTE’s** Intellectual Property by the creator without the proper written approval of the President/CEO of the **INSTITUTE** or his/her designee is void and will not be recognized by the **INSTITUTE** – including by way of example and not limitation, any such purported assignment or other disposition in a consulting agreement, research agreement, material transfer agreement or confidentiality agreement.

References:

- Research Conflict of Interest Policy
- Patient Act 35 U.S.C. §101 et seq.
- Copyright Act 17 U.S.C. §101 et seq.
- Trademark law (Lanham Act) U.S.C. §1051 et seq.