

# GENERAL RULES GOVERNING ACTIVITIES OF GENERATION, MANAGEMENT AND VALORIZATION OF INTELLECTUAL PROPERTY IN HUMANITAS UNIVERSITY (HUNIMED)

Board of Directors 24 May 2016

## SECTION I. GENERAL RULES

### 1. Value and purpose of the Rules.

- 1.1. These Rules govern the stages of generation, management and valorization of intellectual property generated within Humanitas University (hereinafter referred to as "Hunimed") by all the various types of collaborators, as defined below.
- 1.2. For employees, these Rules govern internal relationships between Hunimed and its inventors also pursuant to Article 64 CPI [Italian Industrial Property Code].
- 1.3. With a view also to encouraging collaboration with other national, European and international institutions and to ensure management of intellectual property in compliance with industry best practices, these Rules represent the fundamental regulatory platform on which Hunimed creates its research and technological transfer ecosystem, sharing objectives, instruments and procedures also with third parties

## SECTION II. DEFINITIONS

### 2. Definitions.

- 2.1. Pursuant to these Rules, the following terms have the meanings indicated for each of these, regardless whether used in the singular or plural and also where used in previous parts of these Rules:
  - (a) Independent collaborators: persons assigned *pro tem* to perform research activities and who are not employees of Hunimed, such as, for example but not limited to, contractors of any kind and personnel associated to Hunimed duly authorized by the institution to which they belong.
  - (b) Employee collaborators: employees, whether on permanent or fixed-term contracts, of any position and level; these include full and associate professors, researchers, technologists, executive technicians and administrative employees.
  - (c) CPI: Italian Industrial Property Code approved with Legislative Decree No. 30 of 10 February 2005, as amended.
  - (d) Intellectual property rights: rights over inventions, utility models, designs and models, topographies of semiconductor products, new plant varieties, data bases and computer programs.
  - (e) Inventor: any Hunimed collaborator, whether employee or independent worker, as well as any other individual hosted by Hunimed who, on the basis of current law, is to be considered inventor or creator of intellectual property.

- (f) Non-collaborator inventors: graduate students, temporary research associates, recipients of scholarships, internists and undergraduates insofar as engaged on research activities from which research results are obtained.
- (g) Know-how: combination of knowledge, whether codified or non-codified, property of the Institution to which the inventor belongs, deriving from the research performed and which is not subject of specific intellectual property rights. For the purposes of these Rules also non-patented inventions described in the research reports fall within the definition of know-how, as well as any other material such as but not limited to reagents, antibodies and other biologically active proteins.
- (h) Knowledge Transfer Facility: the department responsible for conducting the activities provided in these Rules.
- (i) Inventor Portal: Internet portal used by the inventors to transmit invention reports and for tracking activities covered by these Rules for the purposes of protection, management and valorization of the research results.
- (j) Invention report: form prepared by the Knowledge Transfer Facility by which inventors communicate research results suitable for protection by intellectual property rights.
- (k) Institutional research: research, performed by personnel or permanent contracts and those on fixed-term contracts, financed by Hunimed's own resources or by external funding other than resources for commissioned research and includes research financed by the European Union Framework Programme.
- (l) Commissioned research: research whose funding derives wholly from a public or private party who has an interest in a particular objective or resolution of a problem and has an interest in the research results, otherwise known as "contracting of research".
- (m) Research results: inventions, utility models, designs and models, topographies of semiconductor products, new plant varieties, databases, computer programs and know-how which derive from institutional or commissioned research and which can be subject of intellectual property rights or protection as confidential information pursuant to Article 98 CPI.
- (n) Spin-off: a capital company whose exclusive mission is the industrial exploitation of research results, incorporated on the initiative of Hunimed's personnel on permanent or fixed-term contracts.

### **SECTION III. GENERAL PRINCIPLES**

#### **3. Guiding principles.**

- 3.1. Within Hunimed, the activities aimed at generation, management and valorization of intellectual property rights over research results subject of these Rules are based on the principles expressed herein which provide guidelines and assistance in interpretation of said Rules.

- (a) Hunimed's strategic objectives include activities aimed at generation, management and valorization of research results and consequent Intellectual property rights and also use of said results in market applications.
- (b) Hunimed considers that all research results are worthy of protection and valorization regardless of the forms of protection in theory available to each of these.
- (c) Hunimed recognizes the fundamental role of employee collaborators, independent collaborators and non-collaborator inventors throughout all stages of generation, management and valorization of the research results and encourages their participation by regulating apportionment of the revenues referred to in these Rules.
- (d) For the purposes of the activities set forth in these Rules, Hunimed acknowledges that research results can be obtained by employee collaborators, independent collaborators and non-collaborator inventors, regardless of role, position, level, salary category or duties by the sole reason of their involvement in institutional research and commissioned research activities which may involve a non-incidental use of Hunimed's resources.

Hunimed's activities are in compliance with best practices for technology transfer as expressed *inter alia* in the Commission Recommendation of 10 April 2008 on the management of intellectual property in knowledge transfer activities and Code of Practice for universities and other public research organisations [notified under document number C(2008) 1329] and the principles of the European Charter for Researchers.

#### **SECTION IV. RULES ON OWNERSHIP AND ACTIVITIES**

##### **4. Relevant types of research for purposes of application of these Rules.**

- 4.1. These Rules apply to research results and related intellectual property rights arising out of institutional research and commissioned research as defined above, in which employee collaborators, independent collaborators and non-collaborator inventors take part.
- 4.2. The foregoing is without prejudice to specific agreements which derogate from the provisions of these Rules insofar as permitted hereby, limited to cases of commissioned research and relating to aspects of ownership of the results.

##### **5. Moral rights over research results of the Hunimed inventors.**

- 5.1. The moral rights over research results of the Hunimed inventors are always vested in the inventors regardless of ownership of the consequent intellectual property rights, as governed by Clauses 6 and 7 hereof.
- 5.2. The moral rights and copyright on works of scientific discovery of which Hunimed inventors are authors are vested in any event in said parties, without prejudice to any different agreement with the parties who funded the research or with publishers
- 5.3. The inventor bears the obligation to indicate his or her affiliation to Hunimed in all scientific publications of which they are author and in papers presented at scientific conferences; affiliation means the specific indication of belonging to Hunimed in compliance with internal policy

**6. Ownership of research results and intellectual property rights.**

- 6.1. Hunimed owns the intellectual property rights over research results insofar as deriving from institutional research or commissioned research. In respect of occasional inventions of employee collaborators, independent collaborators or non-collaborator inventors Clause 7 hereof shall apply.
- 6.2. In order to govern situations of joint ownership of research results between one or more Inventors including parties external to Hunimed, the Hunimed inventors, with the support of the KTF, shall conclude inter-institutional agreements to regulate the joint ownership, ensuring for Hunimed the necessary powers of management in all cases in which Hunimed has shares of joint ownership greater than those of the other owners. The foregoing is without prejudice to any different systems which may be negotiated in research contracts or consortia provided by European law in the Framework Research Programme.
- 6.3. In order to determine ownership of research results and consequent Intellectual property rights in cases in which research is performed by personnel of more than one institution, each institution's share is given, in percentage terms, by the sum total of the individual contributions of the employee collaborators, independent collaborators or non-collaborator inventors referable to each institutional involved in the research. In the calculation of the individual contributions, the percentages of participation declared by the Inventors in the invention report shall be considered the official figures.
- 6.4. The share of ownership, established on the basis of the foregoing paragraph, determines both the amount of contribution by the relative institution to the costs for attainment and maintenance of the intellectual property rights and the amount of participation in any revenues deriving from valorization activities of the research results.

**7. Occasional inventions by collaborators.**

- 7.1. Research results which do not fall within the definitions provided in Clauses 6 and 9 hereof, insofar as neither Institutional nor commissioned research, but coming within one of the fields of Hunimed's activities, are subject to the provisions of Article 64(3) CPI. Said provision is deemed also to extend to Hunimed's independent collaborators and non-collaborator inventors and that shall not involve in any way the recognition of a different relationship from that existing between said inventors and Hunimed.
- 7.2. For the purposes of exercise of the option right, as for any other relevant aspect, the inventor is required to apply to KTF, reporting the attainment of the research results according to the procedures set forth in Clause 13 hereof.

**8. Protection of confidentiality over the information.**

- 8.1. Employee collaborators, independent collaborators and non-collaborator inventors are obliged to take the utmost care in the communication of research results represented by know-how or contained in Invention Reports or patent applications filed and not yet published and, more generally, in the management of information

of a confidential nature deriving from Hunimed's institutional or commissioned research.

- 8.2. On all occasions of contact with parties external to Hunimed which require communication of know-how, any other Hunimed knowledge of a confidential nature or material of which Hunimed is owner, all employee collaborators, independent collaborators and non-collaborator inventors bear the obligation to use non-disclosure agreements prepared by KTF for transfer of materials, available on the Inventor Portal.

**9. Special rules on commissioned research.**

- 9.1. Results of commissioned research are property of Hunimed where obtained by employee collaborators, independent collaborators or non-collaborator inventors. Where the results are obtained using contributions by the customer's personnel or third parties or researchers not connected by any employment relationship with other institutions the rules on joint ownership apply.
- 9.2. The research results deriving from commissioned research can be acquired by the customer using one of the following methods, to be selected in the contract by which the order is awarded:
- 9.2.1. by transfer of the results and relative intellectual property rights for valuable consideration, starting from the first day following publication of the patent application or administrative formalities which publicly demonstrate Hunimed's ownership.
- 9.2.2. by exclusive licence per specific field of use in favour of the customer, with powers to sub-licence.
- 9.3. In the case set forth in Clause 9.2.1 hereof, the transfer shall take effect from the date on which the customer shall pay the price agreed with Hunimed in the contract by which the order was awarded and, where covered by Hunimed, of all the costs incurred for attainment of the intellectual property rights until the date of transfer. All administrative costs connected with the transfer shall be borne by the customer.
- 9.4. In the scenario described in Clause 9.2 hereof, in the event of exclusive licence the entire costs connected with the formalities for protection of the research results by obtaining Intellectual property rights shall be borne by the customer from the date of commencement of the licence. In the event that the licence is not exclusive, Hunimed shall be entitled to a contribution to cover the costs connected with maintenance of the intellectual property rights.

**SECTION V. PARTIES SUBJECT TO THESE RULES**

**10. Parties.**

- 10.1. The parties involved in Hunimed technological transfer procedures governed by these Rules are (i) inventors, (ii) the Knowledge Transfer Facility, (iii) the intellectual property committee.

- 10.2. employee collaborators, independent collaborators and non-collaborator inventors, and inventors of parties external to Hunimed who make non-incidental use of the resources Hunimed are subject to these Rules.
- 10.3. It is presumed that the research personnel of parties other than Hunimed make non-incidental use of Hunimed's resources during periods of sojourn with Hunimed for more than three consecutive calendar months.
- 10.4. Unless otherwise agreed with the institution to which they belong, research or clinical personnel, howsoever named, who do not belong to Hunimed and who do not fall within the categories of employee collaborators, independent collaborators or non-collaborator inventors, are deemed to be subject to these Rules in the event that:
  - 10.4.1. the institution to which they belong does not have internal regulations which provide rules on generation, management and valorization of research results obtained care of third parties, or
  - 10.4.2. any rules relating to mobility of collaborators external to Hunimed do not provide solutions in respect to the generation, management and valorization of the Research result obtained care of third parties, or
  - 10.4.3. the rules of the institution to which they belong regarding generation, management and valorization of research results obtained care of third parties permit derogation in favour of the application of these Rules for those cases in which external research personnel make non-incidental use of Hunimed resources.
- 10.5. In all cases which do not fall within the scenarios outlined in the preceding paragraph the relationship with the institution to which the researcher belongs shall be regulated by inter-institutional agreements which must be agreed with the KTF prior to commencement of the researcher's sojourn with Hunimed.

**11. Rules pertaining to the Knowledge Transfer Facility.**

- 11.1. In support of the activities of generation, management and valorization of the research results a Knowledge Transfer Facility is provided, coordinated by the Chief Innovation Officer. The KTF has responsibility for the activities described in these Rules and operates independently. In the event that a KTF is not formally instituted within Hunimed, the relative functions covered by these Rules may be entrusted to an external party by agreement approved by Hunimed's Board of Directors on proposal by the managing director. The agreement governs the forms, timescales and methods for entrusting the service and any conditions for performance of external activities.
- 11.2. In addition to specific activities provided in these Rules on each occasion, the following fall under the responsibility of KTF:
  - 11.2.1. preparation of a three-year plan of activities, with forecast of costs necessary for performance of the activities provided in these Rules ;
  - 11.2.2. coordination with Hunimed's administrative, finance and control functions for the correct management of the necessary costs for activities of generation, management and valorization of internal research results;

- 11.2.3. identification of the key performance indicators (KPI) for the activities provided in these Rules and relative measurement;
- 11.2.4. prior review of contracts for awarding the commissioned research to Hunimed, for the part relating to research results and management of intellectual property rights;
- 11.2.5. prior review of contracts for the management of confidentiality and transfer of materials belonging to Hunimed;
- 11.2.6. consultancy in favour of employee collaborators, independent collaborators and non-employee inventors regarding the research results, ownership of results, participation in institutional research and commissioned research activities, where appropriate in concert with the grant office.

## **12. Rules regarding the intellectual property committee.**

- 12.1. In support of technological transfer activities an intellectual property committee has been set up. The committee consists of (i) Hunimed's managing director or his or her delegate; ii) a member of Humanitas Mirasole S.p.A., (iii) a member of Humanitas Research Foundation; (iv) Managing director of the Humanitas Group or his or her delegate; (v) Chief Innovation Officer of Humanitas Mirasole S.p.a. with responsibilities of coordinator; (vi) an external party appointed in concert between the other members and chosen from among professional persons of proven experience in the intellectual property and technological transfer sector. The committee members are not entitled to a salary. Where the intellectual property committee is not formally instituted within Hunimed, the relative functions described in these Rules may be awarded to an external party by agreement approved by the Hunimed Board of Directors on proposal by the managing director. The agreement governs the forms, timescales and methods of awarding the service, as well as any conditions for performance of external activities.
- 12.2. The committee is convened at least twice a year on the initiative of the KTF and may performed by Internet. It performs a consultative and strategic function by the issue of non-binding opinions. The KTF is responsible for drafting brief minutes of the committee meetings and relative opinions.
- 12.3. In addition to the cases specifically provided in these Rules, the committee is also competent for opinions relative to decisions which relate to filing, extension and abandonment of intellectual property rights, periodic review of the portfolio, issues relative to litigation as claimant or defendant on matters of intellectual property rights and on all matters in respect of which an opinion is requested by the KTF.

## **SECTION VI. PROCEDURES**

### **13. Rules pertaining to generation of intellectual property rights**

#### **13.1. Communication of the invention.**

- 13.1.1. Employee collaborators, independent collaborators and non-collaborator inventors who consider that they have obtained, within their clinical and/or experimental and/or research activities, research results suitable for protection by Intellectual property rights or which can constitute know-how pursuant to these Rules are

required to inform the KTF without delay using the Invention Report form available on the Inventor Portal.

13.1.2. Employee collaborators, independent collaborators and non-collaborator inventors are required to give timely and complete information of all the circumstances relative to the results achieved and to do all that is necessary to preserve the confidentiality of the information for the time required for completion of evaluation and protection formalities.

13.1.3. Where the inventor has sent or intends to send scientific articles regarding knowledge which forms subject of an Invention Report to editorial or organizational committees he or she is bound to specify same expressly in said report, specifying also the maximum amount of time which the review procedures should reasonably take.

### 13.2. **Obligations of Hunimed.**

13.2.1. On receipt by the KTF of the Invention Report compiled by the inventors, the KTF shall commence evaluation activities aimed at verifying whether protection is appropriate and whether the requisites exist for obtaining intellectual property rights.

13.2.2. Until the final decision, the evaluation procedure must be concluded within forty-five business days of receipt by the KTF of the Invention Report compiled by the employee collaborators, independent collaborators or non-employee inventors, provided that the report is complete in all parts. In the event that the Invention Report is incomplete, the time limit shall run from the date on which the additional information was provided. The final decision will be communicated to the Inventor in writing, and may also be made by email.

13.2.3. In the event that once the evaluation procedure is complete Hunimed decides not to go ahead with protection for the research results, the relative right shall be vested exclusively in the inventors, who shall undertake all financial and administrative burdens connected with the procedure. The foregoing is without prejudice in any event to the rights of the customer in cases of commissioned research and the rights of Hunimed to use the relative knowledge for purposes of further research, teaching and scientific disclosure.

### 13.3. **Obligations of the Inventor.**

13.3.1. For the purposes of the evaluation procedure and protection of the research results, Hunimed inventors are required to provide without delay all the information useful for reaching the decision.

13.3.2. In the event of a decision to go ahead with protection of the research results, the Inventors shall cooperate fully, also with any external professional persons appointed, to perform the required activities at all stages of the administrative procedures.

13.3.3. For the purposes of a correct and efficient valorization of the research results inventors are obliged to collaborate with the KTF and with any third parties appointed to perform valorization activities.

**13.4. Preliminary examination and first filing.**

13.4.1. The KTF, where appropriate resorting to external consultants, shall evaluate the research results communicated by the inventors and shall prepare a brief report with proposals for whether or not to go ahead with protection.

13.4.2. Where on the outcome of the internal evaluation it is ascertained *prima facie* that (i) the research results are actually suitable for protection by way of intellectual property rights in respect of which the relative requisites exist (ii) there are no particular restrictions or barriers to valorization (iii) there are reasonable prospects for the commencement of valorization activities, Hunimed shall take the decision to proceed to protection and inform the Inventor in writing, which can also be performed by email.

13.4.3. The KTF shall have the option as its own discretion to liaise with the Committee, also over the Internet, for a preliminary consultative opinion. The Committee shall be provided with all the necessary information for the purposes of evaluation and formulation of the opinion.

13.4.4. Unless particular reasons exist regarding prospects of commercialization of the research results, Hunimed shall attend to the initial protection of said results by resort to national procedures.

**13.5. Costs.**

13.5.1. The costs for protection of the research results are incurred *pro rata* by the institution which, on the basis of Clause 6.3 hereof, is owner of the research results, except in cases in which agreement otherwise has been reached with the customer in commissioned research.

**13.6. Special rules for commissioned research.**

13.6.1. In the event of results deriving from commissioned research, the decision to proceed to protection referred to in Clause 13.2.2 hereof is taken by Hunimed, having heard the opinion of the customer. To that end, the KTF shall inform the customer promptly of the research reports received and any other relevant factor for the purposes of the decision.

13.6.2. In the event in which the contract awarding the order from which the research results derive originally provides for the undertaking of all the costs of protection by the customer, the decision on selection of consultants appointed to prepare the protection application and relative procedures shall rest with said customer.

13.6.3. It is expressly prohibited for inventors to communicate Invention Reports or the existence of research results directly to the customer or personnel or consultants of same, without having made the prior communication pursuant to Clause 13.1.1.

**14. Rules pertaining to management of intellectual property rights.**

**14.1. Decision to extend.**

14.1.1. The decision of whether to extend intellectual property rights overseas is taken on the basis of information provided by the inventors, also on the basis of the prospects for valorization which have emerged up to the time of decision on extension, having

heard the opinion the representatives of the institutions, also in relation to cost forecasts connected with the relative procedures.

14.1.2. In relation to a decision not to proceed with extension to one or more other countries Clause 13.2.3 of these Rules shall apply with respect to the inventor taking over title to the application for extension.

**14.2. Periodical review of the portfolio.**

14.2.1. Every eighteen months, starting from entry into force of these Rules, also in order to contain costs for maintenance of intellectual property rights, the KTF, where appropriate also with the assistance of external consultants, shall provide a complete review of the portfolio of Hunimed's intellectual property rights and shall prepare a report to the Boards of Directors of the institutions. The KTF is required to acquire the opinion of the Committee on that report and may do so over the Internet.

14.2.2. The report referred to in the preceding paragraph shall identify specifically the number of active intellectual property rights in the portfolio, including applications filed and still covered by confidentiality, the number of the rights which already form subject of valorization agreements as well as rights in respect of which activities are underway for valorization.

14.2.3. In said report, the KTF shall also compile a list of rights in respect of which, due to obsolescence of the technology, problems with protection, foreseeable costs or commercial prospects, or any other problem identified in the report, divestment procedures can be started and to formulate proposals for the decisions to be taken. Said decisions rest with the Board of Directors of the institution which is owner or the managing director in the event of delegated powers.

14.2.4. In the event of joint ownership, where one of the institutions does not intend to maintain in force an intellectual property right of which it is joint owner, the other Institutions shall have the right to take over title to the ownership of the portion, undertaking only the future costs connected with ownership. The Institution which does not intend to maintain the right in force shall participate in the completion of all formalities necessary for the other party to take over.

**14.3. Decisions of abandonment, non-renewal or non extension.**

14.3.1. Where the Institution which is owner, at the suggestion of the KTF, has taken a decision not to extend intellectual property rights, or not to renew or to abandon same, and there are no other institutions in joint ownership who are interested in taking over the rights, the inventors are given the right to take over title to the right which is destined for non-extension, non-renewal or abandonment. To that end, the KTF shall inform the Inventors in writing in good time to allow them to exercise their right to take over the title.

14.3.2. With the decision referred to in the preceding paragraph, the inventor who takes over the title the ownership to the institution shall undertake the future costs for maintenance of the intellectual property protection. The Inventor is also liable for the administrative costs connected with the transfer of ownership.

**14.4. Decisions regarding litigation.**

14.4.1. All decisions regarding litigation whether as claimant or defendant, including opposing third party rights, regarding intellectual property rights owned by one of the institutions shall be taken by mutual agreement between the KTF and the Board of Directors of the institution (or, in cases of delegated powers, the managing director) having heard the Committee.

**14.5. Special rules for commissioned research.**

14.5.1. In the event of results deriving from commissioned research, any decision relative to extension, maintenance or abandonment of intellectual property rights of which Hunimed is still owner shall be taken by Hunimed, having heard the customer.

14.5.2. Under no circumstances can the abandonment of abandon Intellectual property rights be resolved where the customer licensee has properly fulfilled their payment obligations of the maintenance costs, unless the customer declares that it is willing to take over ownership of the intellectual property rights, relieving Hunimed from all further costs, including those for transfer of the rights.

**15. Rules pertaining to valorization.**

**15.1. Obligations of valorization and forms.**

15.1.1. Through the KTF, or using the services of external professionals or companies, Hunimed shall take steps to maximize the financial value of the research results, ensuring that such valorization activities do not contrast with the objectives and interests of Hunimed.

15.1.2. The valorization activities may take place, for example, by participation in development projects, contributions of capital, transfers, licences both in favour of existing companies and newly created companies or spin offs.

15.1.3. In valorization activities the determination of the recompense for exploitation of the intellectual property rights shall take account of the content of European Commission Communication of 2006 on the subject of state aid for research, development and innovation (2006/C 323/01). In any event, considerations for exploitation of research results shall be determined according to market criteria.

15.1.4. In agreements regarding valorization, the KTF shall ensure that the licensee who holds the intellectual property rights shall bear, in whole or in part, the costs for maintenance of said rights, effective from conclusion of the agreement for valorization.

**15.2. Non-availability of Hunimed know-how.**

15.2.1. Under no circumstances can valorization activities of Hunimed research results definitively compromise the Institution's know-how.

15.2.2. Knowledge pre-existing the research projects from which the intellectual property rights owned by Hunimed derive can be subject only to non-exclusive licence, limited to the extent necessary for said rights to be legitimately used within the aforementioned projects.

**15.3. Licences and fields of use.**

15.3.1. Within the limits permitted by the technology subject of the Intellectual property rights, in its valorization activities Hunimed shall favour the granting of licences per

field of use, reserving the right to separate exploitation of the other fields of use, also in cases of intellectual property rights deriving from commissioned research.

15.3.2. In the event of exclusive licencing, valorization agreements shall contain all expedients necessary to ensure effective and suitable exploitation of Intellectual property rights by the licensee.

**15.4. Transfers.**

15.4.1. In the event that during the valorization stage the transfer of Hunimed's Intellectual property rights to third parties is requested, the consideration in return for the transfer shall be determined according to market price, as provided in Clause 3 of the Commission Communication of 2006 on state aid for research, development and innovation (2006/C 323/01).

15.4.2. The preceding paragraph does not apply to transfers of results of commissioned research mentioned in Clause 9.3 of these Rules, unless criteria for determination of the transfer consideration have been provided in the contract awarding the research.

**15.5. Valorization by way of Spin-off.**

15.5.1. Valorization of research results by creation of a Spin-off can be proposed by employee collaborators and/or independent collaborators and/or non-employee inventors, together with a detailed business plan which identifies clearly the Spin-off's objects and methods for industrial exploitation of the research results, where appropriate following completion of the development stages.

15.5.2. All resolutions regarding Spin-offs are taken by Hunimed's Board of Directors of the institution to which the research results in question refer and to which employee collaborators, independent collaborators or non-employee inventors proposing the creation of the Spin-off belong.

15.5.3. The authorization resolution by the Hunimed Board of Directors on proposal of the KTF having heard the Committee shall also regulate:

- (a) the commitment required of the employee collaborators and/or independent collaborators and/or non-employee inventors in the Spin-off company;
- (b) any shareholding for Hunimed in the Spin-off's share capital within the limits of the amount which may be made available by the proposers;
- (c) the most appropriate measures for management of any instances of conflict of interests for the proposers;
- (d) any agreements between the Spin-off and Hunimed regarding scientific collaboration and access to Hunimed's research and development infrastructure;
- (e) methods of access by the Spin-off to the research results and Intellectual property rights and related revenues;
- (f) any other aspect deemed appropriate by the KTF regarding relationships between the Spin-off and Hunimed.

**15.6. Apportionment of revenues and incentives.**

15.6.1. In the event that Hunimed receives financial income from valorization activities for any reason whatsoever (periodical fees, advances, guaranteed minimums and other

forms of payment for valorization activities) said income shall be apportioned according to the following formulae:

**15.6.2. In the event of research results covered by intellectual property rights:**

- (a) The costs incurred by Hunimed for obtaining and maintaining the intellectual property rights shall be deducted at source from the gross consideration obtained.
- (b) An amount equal to 10% to cover general costs shall be deducted from the sum obtained on the basis of subparagraph (a) hereof.
- (c) 40% of the sum obtained pursuant to subparagraph (b) hereof shall be paid to the inventor (or to the inventors *pro rata* in the event of more than one Inventor) and 60% to Hunimed (or to the Institutions *pro rata* In the event of one or more inventors from different institutions).
- (d) Within the scope of the share due to Hunimed, the institution itself – on the basis of internal procedures for financing and coordination of research – shall resolve on the attribution of a portion of the income to the group to which the Inventor belongs or, *pro rata* to the inventors, In the event in which they belong to different groups.
- (e) The attribution and payment of the portion set forth in the preceding paragraph are dependent on the continuity of a collaboration relationship between the inventor and Hunimed.

**15.6.3. In cases of research results represented exclusively by know-how:**

- (f) Only the costs incurred by Hunimed for production and marketing of the materials shall be deducted in advance from the gross consideration received.
- (g) 50% of the sum obtained pursuant to subparagraph (f) shall be paid to the inventor (or to the inventors *pro rata* in the event of more than one inventor) and 50% to Hunimed (or to the institutions *pro rata* In the event of one or more inventor coming from different institutions).
- (h) The sums due to the Inventor pursuant to the preceding paragraph shall be paid for the Inventor's entire life regardless of continuity of any collaboration relationship with Hunimed.

## **SECTION VII. TRANSITORY AND FINAL RULES**

### **16. Use of the name.**

- 16.1. The granting of use of Hunimed names and logos is regulated by contract between the third parties and Hunimed. The resolution referred to in Clause 15.5.3 hereof shall regulate the licence in favour of the Spin-off.
- 16.2. The use of Hunimed names and logos for initiatives of a scientific or teaching nature is permitted provided that the Institution's decorum is guaranteed and that there is no association with initiatives contrary to Hunimed's values, to mandatory laws or good custom and practice.
- 16.3. The use of Hunimed names and logos for initiatives of a commercial nature must be authorized in advance by Hunimed at the request of the interested parties, to whom the consideration and methods of use shall be communicated.

### **17. Rules on effectiveness of the general rules and their updating.**

- 17.1. These Rules shall enter into force on their approval by the Hunimed Board of Directors and are subject to revision during the twelve months following their entry into force.
- 17.2. For purposes of revision of the Rules, the KTF shall identify and record any problems and propose such amendments as are deemed appropriate and necessary.
- 17.3. The full version of these Rules shall be sent to employee collaborators, independent collaborators and non-employee inventors and published on the institutions' websites. These Rules are deemed binding and applicable in all parts subject to their entry into force

**18. Miscellaneous provisions.**

- 18.1. These Rules cancel and supersede any and all previous internal rules of Hunimed on the same subject. They introduce improved conditions in favour of employee collaborators, independent collaborators and non-employee inventors with respect to current policy, which is deemed to be replaced by these Rules.