



Introduction. PKD Foundation provides research grants and fellowships (each a “Grant”) to institutions and investigators (each a “Grantee”). This policy governs the rights and obligations of PKD Foundation and Grantee for inventions and intellectual property rights arising from research conducted by Grantee pursuant to a Grant (“Grant IP”). By accepting a Grant, Grantee agrees to comply with this policy.

Goals. This policy seeks to advance the following goals:

- Funding scientifically meritorious research for treatments and cures for polycystic kidney disease.
- Advancing research discoveries having public health, scientific, therapeutic or commercial value. These discoveries should be widely disseminated at the earliest possible time and remain available for public use, regardless of commercial profitability.
- Flexibility to Grantee for the patenting, development and commercialization of discoveries.

Process. Grantee must execute an Intellectual Property Agreement as a condition to receiving a Grant.

Policy. The following provisions apply to each Grant awarded by PKD Foundation after September 30, 2018. These provisions shall also be included in each Intellectual Property Agreement.

1. *General.* This policy applies to all Grant IP.
2. *Notice.* Grantee shall provide PKD Foundation with written notice (within 180 days) of Grant IP.
3. *Ownership and Patents.* Subject to Sections 4 and 5 below, Grantee shall own all Grant IP. Grantee shall have no obligation to assign Grant IP to PKD Foundation. Grantee in its discretion and at its cost may, but shall not be required to, obtain and maintain patents covering Grant IP. Copies of patent applications and patents for Grant IP shall be provided (within 180 days) to PKD Foundation.
4. *Research License.* Grantee grants to PKDF a non-exclusive, worldwide, perpetual and royalty-free license (with the right to sublicense) to use Grant IP and related background technology for research purposes. If Grantee and its licensee abandons any Grant IP (by not researching, developing or commercializing at least one product or service covered by Grant IP for 36 months), this license shall also include development and commercialization rights.
5. *Revenue Sharing.* If Grant IP is licensed or commercialized, PKD Foundation shall receive 10% of one-time payments received by Grantee and 1% of net sales (as defined in the relevant license or similar agreement) of products or services covered by Grant IP. Such payments shall be made by Grantee or its licensee.

(End of Intellectual Property Policy)