



# Cold Spring Harbor Laboratory

**To:** New Student, Employee, Volunteer, or Consultant  
**From:** Camille Cava, Senior Benefits Manager  
**Re:** Commercial Relations Policy

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Welcome to Cold Spring Harbor Laboratory!

The attached Cold Spring Harbor Laboratory (CSHL) Commercial Relations Policy contains important information that should be read carefully. If after reading this document you have any concerns or questions, please contact Andrew Whiteley, Vice President of Business Development and Technology Transfer, at [whiteley@csih.edu](mailto:whiteley@csih.edu), or 516-367-5267.

The Commercial Relations Policy contains the following documents:

Appendix A: Intellectual Property Agreement. The CSHL Commercial Relations Policy is designed to encourage scientifically meritorious and productive interactions at CSHL, while protecting intellectual property and other interests at the Laboratory. Please review, complete, sign, and submit via the online onboarding system, acknowledging your obligations and responsibilities outlined therein.

Appendix B: Technology Evaluation Form. It is your responsibility to notify CSHL of potential/existing technology or patents by reviewing, completing, signing, and returning this document to the CSHL Office of Technology Transfer. Only those to which this applies should complete this form.

Appendix C: Technology Disclosure Form. To be completed to assist in compiling information necessary for any patent filings and/or government or foundation reporting and disclosure obligations. Please review, complete, sign, and return this document to the CSHL Office of Technology Transfer. Only those to which this applies should complete this form.

You should retain a copy of these documents for your records along with the remainder of the policy.

All scientific staff are responsible for complying with the CSHL Investigator Conflict of Interest Policy and its mandatory requirements, including completing the Financial Conflict of Interest (FCOI) Training Tutorial, maintaining a current, accurate Annual Disclosure Form, and entering a Project Specific Certification Form prior to submitting any sponsored research application over \$5,000. To complete your FCOI requirements, use your network ID to log in to the online FCOI portal through the CSHL Intranet: Intranet > Research Compliance > Financial Conflict of Interest (FCOI)

If you have any questions, please contact me at 516-367-5033 or [ccava@csih.edu](mailto:ccava@csih.edu). Thank you for your cooperation!



Cold Spring Harbor Laboratory

# **Cold Spring Harbor Laboratory Commercial Relations Policy**

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Revised August 2014  
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**Definitions:**

**CSHL Administration** – CSHL's President, Chief Operating Officer and Vice President, Business Development and Technology Transfer.

**Intellectual Property** - any proprietary legal right that may be secured to protect Research Assets and Tangible Materials, such as a patent or copyright.

**Investigator** – a project director or principal investigator (PI) or any other person regardless of title or position who is responsible for the design, conduct or reporting of research at CSHL.

**Research Assets** – ideas, discoveries, inventions, know-how, information, improvements and any other knowledge or potential applications of knowledge arising out of research, including applications for computer software, databases and reagents.

**Spinout** – a private corporate entity that is created to commercialize CSHL-owned Technology, is driven largely by Technology licensed from CSHL or has issued founders' stock to CSHL and/or a CSHL Investigator.

**Tangible Materials** - biological materials (such as cell lines, organoids, clones, antibodies, tissues, reagents and plants), computer software, computer databases, engineering drawings, and prototype devices and equipment.

**Technology** – Intellectual Property, Research Assets and Tangible Materials.

## **Chapter 1: Commercial Relations Overview**

Carefully structured relationships between CSHL, as a basic and translational scientific research institute, and various organizations primarily engaged in commerce can help assure that CSHL and its scientists receive a fair financial reward from commercial use of Technology developed in connection with its research programs, which in turn helps to support additional scientific exploration. These concepts are enshrined in the Federal government's Bayh-Dole Act, which encourages commercialization of Technology by providing for non-profit institutional ownership of inventions made with federal funding.

### **1.1 Role of the Commercial Relations Committee**

The Trustees of CSHL have authorized the Commercial Relations Committee to establish policies governing CSHL's relationships with commercial organizations, including the management and transfer of Intellectual Property rights developed by CSHL scientists, and other financial relationships between CSHL, its employees and outside organizations.

The Commercial Relations Committee's explicit goal in designing this Commercial Relations Policy ("Policy") is to encourage scientifically meritorious and productive interactions between CSHL, its employees and commercial organizations, while protecting CSHL's Intellectual Property interests and reputation, and avoiding undue restrictions on intellectual freedom or the 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 that seeks to:

- i. disseminate the results of CSHL's research through the development of products and services for the public good;
- ii. assure that CSHL's and its scientist's interests in Technology will be protected through invention agreements and other appropriate means;
- iii. govern the external relationships of CSHL's employees, including consulting activities, commercial research sponsorship, and business ownership or promotion, in order to assure that all such interactions are productive to CSHL, its employees and the society it serves; and
- iv. monitor and seek to prevent potentially harmful conflicts of interest involving CSHL's scientific staff that arise from commercial interactions.

This Commercial Relations Policy is binding on all of CSHL's employees and students. All documents arising from this Policy are to be interpreted consistent with the Policy, and any conflicts of meaning or ambiguity are to be resolved consistent with the intent of this Policy.

### **1.2 Role of Technology Transfer Office**

CSHL's Office of Technology Transfer is charged with providing dedicated support for the protection and exploitation of CSHL-owned Technology for the mutual benefit of individual Investigators and CSHL. This

includes evaluating Technology for its 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 and managing licenses, options and other agreements with outside organizations. The Office of Technology Transfer is the primary level administrator of this Commercial Relations Policy and works closely with the Commercial Relations Committee, which may provide guidance from time to time on matters of CSHL policy.

### **1.3 Policy Interpretation**

In the event a disagreement arises between CSHL employees, or between one or more CSHL employees 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 disagreement under or relating to 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 disagreement by recruiting two Trustees 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: Technology Commercialization**

Research at CSHL often produces Technology with potential applications that could provide wide public benefit as well as financial return. Commercialization may involve multiple approaches, including partnering, licensing and securing Intellectual Property protection for such Technology.

While Technology in the form of Intellectual Property is often financially most valuable, Research Assets, such as know-how, and Tangible Research Property can also represent significant commercial value as components of commercial deals, and can often open opportunities for commercial partnerships.

### **2.1 Ownership of Technology; Intellectual Property Agreement**

All CSHL scientific, professional and administrative employees, including faculty, postdoctoral fellows, research associates and technicians, graduate students, visiting scientists, and scientific or professional consultants retained by CSHL must execute and be bound by CSHL’s **Intellectual Property Agreement**, the current form of which is provided as **Appendix A**.

CSHL will own all rights in any 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 in pursuance of research 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 documents that confirm the assignment of rights in any such Technology to CSHL.

The Commercial Relations Committee, acting on behalf of the Board of Trustees, may on rare occasions 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 that Technology. Any such waiver will be subject to any rights properly retained by the U.S. Government or other funder. In a case where a Technology consists solely of copyrightable material or is not otherwise protectable as Intellectual Property, CSHL's rights to such Technology may be waived by the CSHL President without action by the Commercial Relations Committee. Similarly, a waiver may be granted by the CSHL President if it is determined that the Technology, while in a field of work conducted at CSHL, was made without material use of CSHL's equipment, supplies, facilities, confidential information, funds or other resources.

Many members of CSHL staff are the authors of materials subject to copyright laws. All rights to such copyrightable materials are covered by the same Intellectual Property Agreement as applies to Technologies and are subject to this Policy. Nonetheless, the CSHL Administration will routinely 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 waiver would be specifically inconsistent with other sections of this Policy.

## **2.2 Technology Evaluation and Disclosure within CSHL**

Most inventions emerge from discovering a potential practical application for Technology developed at CSHL. Commercially useful inventions may benefit from legal protection, such as through patenting. But the value of any patent depends on the ability of the patent to describe and cover commercially useful applications. Most often, some practical validation and proof of concept will be necessary before a patent application based on a Research Asset can realistically be filed with sufficient legal support.

The first step in pursuing potential commercialization of a Technology generated at CSHL is for the Investigator to complete a **Technology Evaluation Form (Appendix B)** for early review of the Technology with the Office of Technology Transfer. If a commercial application is identified, a **Technology Disclosure Form (Appendix C)** will be completed to assist in compiling information necessary for any patent filings and/or government or foundation reporting and disclosure obligations.

The Office of Technology Transfer always oversees and, in most cases, directly manages patents, copyrights and Tangible Materials. However, in some circumstances, CSHL may arrange for such management by other institutions or organizations.

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 must report to the appropriate Government agency information regarding Technologies that are subject to U.S. Government rights. Unless otherwise specified in a grant or contract, CSHL must provide an irrevocable non-exclusive royalty-free license to the U.S. Government under 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 that may include specific provisions for managing Technologies.

### **2.3 Public Disclosure of Technology**

Effective exploitation of Technology is an increasingly competitive undertaking. Any public disclosure of confidential scientific information, including in a poster, talk, publication, conversation, or presentation, will likely prevent patenting and other means of protecting that information. Patent law places a fairly low threshold on what is considered a public disclosure. In general, disclosure of confidential scientific information to any non-CSHL employee will require a written confidentiality or collaboration agreement in order to avoid public disclosure and preserve legal rights. However, presenting unpublished work in a talk or poster at CSHL during an in-house meeting or in-house symposium will not be deemed to constitute public disclosure.

Confidential Disclosure Agreements (CDAs) [sometimes referred to as Non-Disclosure Agreements or NDAs] are entered into to protect the confidentiality of CSHL Technology before it is shared with anyone outside of CSHL, including during evaluation of the Technology by potential licensees and in connection with research collaborators. CDAs are also used to protect third party proprietary information that CSHL Investigators need in order to conduct research or evaluate research opportunities.

To protect CSHL's rights, disclosure of unpublished Technology or other pertinent information to third parties should be made only after consultation with the Office of Technology Transfer and execution of a written CDA with such third party.

### **2.4 The Patent Process**

Once a Technology with commercial potential is disclosed to CSHL's Office of Technology Transfer, CSHL may file and prosecute patent applications covering that Technology. Initial costs are normally borne by CSHL, subject to later reimbursement as described in this Policy. It is essential that the inventor(s) fully cooperate with CSHL and outside patent counsel in the preparation of any patent application and throughout the application process. The inventor(s) will be asked to provide information they have about related technology and potential commercial applications and uses for the Technology in order to assist CSHL in managing the patenting process and achieving commercial success. In addition, the inventor(s) will be asked to provide details about how the Technology was developed and to review the patent application as it is drafted. All persons named as inventors on a patent application must read and review the entire patent application before it is filed and are encouraged to discuss any questions they have with the Office of Technology Transfer.

CSHL reserves sole discretion over all decision-making with respect to the filing, prosecution, abandonment, enforcement, and other disposition or correction of 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, in its discretion, not to pursue a patent and not to retain rights to an employee's Technology, CSHL will notify the inventor(s) on a timely basis. In that event, the inventor(s) may request reassignment of rights to such Technology by petitioning the CSHL Administration within 30 days of being notified of CSHL's decision not to pursue or retain such rights. The review of such a request by CSHL Administration must take into account the rights of the U.S. Government, other funders and other institutions in that Technology, and any relevant obligations or other agreements CSHL may have relating to such Technology. Taking these factors into account, and subject to the executed written consent of all inventors, CSHL may either approve reassigning ownership back to the inventors, or alternatively provide the inventors an option to license the Technology through an exclusive or non-exclusive license to an entity established by the inventors for such purpose. In the case of a Technology made with any U.S. Government funding, any reassignment of rights must be done in accordance with applicable law and regulations. In all cases, this requires advance review and approval by the agency funding that work and agreement in writing by the assignees to personally assume responsibility for all reporting and compliance obligations under the Bayh-Dole Act. Any reassignment or license may be subject to conditions, including that a portion of future revenues attributable to the Technology be paid to CSHL. In all cases, CSHL will retain a license for its own non-commercial purposes. Typically, once the rights to a Technology or a patent have been reassigned or exclusively licensed to its inventors, CSHL will bear no further costs in connection with its patent protection.

Although this Policy is not intended to limit an Investigator's right to publish or otherwise make public scientific disclosures through abstracts, text, pre-print servers (such as bioRxiv®) or scientific posters or presentations, CSHL may require that an Investigator 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. As noted in Section 2.3 - Public Disclosure of Technology above, any public disclosure of Technology before filing a patent application will likely forfeit the ability to obtain patent protection for such Technology.

## **2.5 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 in connection with use of its Tangible Research Property. 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.

### **2.5.1 Material Transfer Agreements (MTAs)**

**Academic:** It is CSHL's policy to facilitate open exchange of Tangible Research Property with scientific colleagues at other non-profit institutions for the purpose of academic research and collaboration. However, unless covered under a written agreement, such transfers may have unintended consequences, such as loss of ownership or control over the material, in particular for commercial purposes.

In many cases, a signed Material Transfer Agreement (MTA), which is coordinated and executed through the Office of Technology Transfer, is required. An executed MTA, along with approval by CSHL's Institutional Review Board (IRB), is required before transfer of any human subject material or sequence information derived from such material to anyone outside of CSHL. An MTA is also required before sharing any Tangible Research Property covered under a legal agreement that restricts its use or distribution. For all other Tangible Research Property, it is strongly advised that such transfers be accompanied by an MTA. CSHL uses widely accepted form MTAs for academic transfers that ordinarily are quickly processed with no or little negotiation. An MTA provides clear expectations as to ownership, use and how any related research results may be shared, and importantly is often essential to preserve CSHL's rights in Tangible Research Property that may be required for commercialization.

**Commercial:** A fully executed MTA, or similar agreement, signed by the Office of Technology Transfer is required before sending or receiving Tangible Research Property to/from a company or other for-profit entity, or in the event any material is transferred to a non-profit entity for commercial purposes. The Office of Technology Transfer will review the potential risks and benefits of sending or accepting the materials, ensure compliance with funding or other agreements and negotiate appropriate commercial terms. Any transfer of human subject material, or sequence information derived from such material must additionally receive IRB approval.

### **2.6 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, and 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.

A proper copyright notice should be placed on CSHL works that may be published, distributed or used by third parties, other than ordinary business communications. The following guidelines are to be followed in placing copyright notices on works:

- i. A proper copyright notice includes (1) the symbol ©, or the word "Copyright," or the abbreviation "Copr."; (2) the year of first publication of the work; and (3) the name of the owner

of the copyright. For example: “© 2020 Cold Spring Harbor Laboratory” would be a proper notice for a work published in 2020.

ii. For most publications, the notice should be placed in a manner and location that gives others reasonable notice of the copyright.

iii. For computer programs, all physical forms of the program such as the printout or any disc, tape or magnetic card should contain a copyright notice. It is sufficient to include the language: “© [2020] 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.

iv. 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, including computer programs. 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 transfer of copyright is required. 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.

## **2.7 Avenues for Commercializing CSHL Technology**

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 CSHL Spinout 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 Investigators 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 research 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 a Confidential Disclosure Agreement with such third party (See [Section 2.3 - Public Disclosure of Technology](#)).

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. This applies regardless of whether commercialization is pursued through an existing company or a CSHL Spinout.

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 (See [Section 2.8 – Income Sharing](#)).

### **2.7.1 Spinout Companies**

Some Technologies may best be developed and commercialized through a CSHL Spinout company. This is particularly likely to be the case if: (i) there is no identifiable potential licensee; (ii) a Spinout 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 a Spinout company in which a CSHL Investigator will have an ownership interest, or with which the Investigator will have some other financial or management relationship, are subject to all relevant provisions of this Policy, including income sharing and conflicts of interest.

Spinout opportunities nearly always build on the expertise and work of CSHL Investigators and, as a result, CSHL anticipates having an equity participation right in Spinout companies. CSHL applies the following guidelines in establishing and supporting Spinouts that utilize CSHL Technology:

**Equity:** The award of founders' stock in any Spinout company to any CSHL Investigator must be approved by CSHL's President and disclosed by the Investigator through CSHL's Conflict of Interest procedures, as discussed in [Chapter 4 – Conflicts of Interest](#), below. If an Investigator receives founders' stock in a Spinout, CSHL must also receive equity as partial consideration for CSHL Technology licensed or otherwise made available to the company. CSHL will typically require an equity stake of between 5 and 20%, depending on the level of support provided by CSHL. Because the founders will be acquiring substantial stock positions in the Spinout, CSHL's stock position will not be subject to the income sharing provisions discussed in [Section 2.8 – Income Sharing](#).

If an Investigator asserts that CSHL should not be compensated, receive equity in or otherwise be involved with a start-up company that has or will award founders' stock to the Investigator on the basis that the start-up company does not rely on any CSHL Technology and is not in the direct field of the Investigator's research, the Investigator must submit a detailed business plan and rationale to justify this position to CSHL's Office of Technology Transfer. The Office of Technology Transfer will review the Investigator's position and provide a report of its conclusions to CSHL Administration. CSHL's President will make the final determination on behalf of CSHL. CSHL's conclusion regarding the start-up company in question will be communicated to the Investigator.

**Value of CSHL Technology:** Spinouts will be offered competitive licensing terms for Technology generated at CSHL. Licenses of CSHL Technology will be structured and negotiated on behalf of CSHL through its Office of Technology Transfer with assistance from the General Counsel's office. CSHL will generally not negotiate the license with the founding Investigators. If a Spinout company sponsors ongoing research at CSHL, the budget for that work must be set at fair market price and include full indirect costs.

**Management:** To support the incubation of a Spinout, Investigators may hold a joint position at CSHL and the Spinout for a transitional period of up to 12 months if permitted by the Investigator's grant funding sources and if CSHL Administration determines that such service is necessary for the Spinout to advance its research program, subject to an aggregate limit of 13 days per calendar quarter for all consulting and other services to outside organizations. A member of CSHL Administration or their designee may hold a seat on the Board of a Spinout company for a transition period (e.g., completion of Series A round of funding) but may not be compensated by the Spinout company for such role. CSHL's preferred practice is to hold a Board Observer (non-voting) position.

**CSHL Assistance:** CSHL will not generally invest its own funds in Spinouts. 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 Spinout, 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 of CSHL Technology to the Spinout company. If requested by the Spinout company, CSHL may help to recruit a management team or review a proposed management team. Space for Spinout companies will not generally be provided on CSHL's campus. CSHL may, however, assist in finding space outside of CSHL's campus.

## **2.8 Income Sharing**

Except as otherwise provided herein, CSHL will share a portion of income received from the licensing of CSHL Technology for commercial application with inventors, authors or other contributors (collectively, "**Contributors**") to such Technology.

### **2.8.1 Income Sharing Formula**

The Commercial Relations Committee has established, and may prospectively alter, the rules and formulas under which licensing income from Technology is shared. As of the date of this Policy, except as set forth in Section 2.8.2 – Effect of Foundation Grants, the Contributors' collective share of income that CSHL receives under a license of its Technology ("**Contributor Distributed Net Income**") will be calculated in accordance with the following formula:

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

**Net Income** equals gross income actually received by CSHL, 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** include (i) any amounts that CSHL must reimburse to or share with a foundation or other third party (including, for example, payments required pursuant to a third party funding agreement), (ii) taxes, and (iii) the cost of patent generation, prosecution, maintenance, licensing, monetization, enforcement and defense, including reasonable reserves for projected costs of future patent prosecution or defense or the initiation of related patent infringement actions or related litigation.

The balance of the Net Income, after provision for the Contributor Distributed Net Income, will be utilized for the support of the research programs of CSHL through the CSHL Science Fund. On rare occasions and with prior permission of the Commercial Relations Committee, CSHL Administration may allocate up to 20% of the CSHL Science Fund share of Net Income from a Technology to a particular division or other subpart of CSHL in advance of receipt.

In the event the above Income Sharing formula is modified by the Commercial Relations Committee, the new formula will apply prospectively (i.e., 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 a Contributor of Technology has no financial interest in the Technology other than the right to receive cash payments from CSHL pursuant to the Income Sharing formula. In the event that CSHL receives compensation, in whole or in part, for a Technology in the form of equity in the licensee and a Contributor does not personally hold equity in such licensee, 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. In the event a Contributor personally holds founders equity in a licensee of CSHL Technology (e.g., in the case of a Spinout company), proceeds from the sale of any equity held by CSHL in such licensee will not be subject to income sharing with such Contributor.

### **2.8.2 Effect of Foundation Grants**

When U.S. Government or other external funds (e.g., private foundations) have contributed to a Technology, income sharing will be subject to the terms of any applicable grant, award or third party funding agreement. There are an increasing number of private foundations whose grant agreements require income sharing with the foundation in exchange for funding research. This sharing is subject to obligations dictated on a foundation by foundation basis, and typically include a cap on indirect costs.

Investigators will be informed of any income sharing obligations that are included in foundation grant agreements prior to applying. Foundation grant terms must be agreed by the Investigator and CSHL as part of the grant application, including foundation-required caps on indirect costs. Acceptance of foundation grants that do not pay full indirect costs requires the prior approval of CSHL's President so as to ensure that CSHL has unrestricted funds available to cover the cost difference.

To address the increasing burden on CSHL from foundation income sharing obligations where a foundation grant agreement requires CSHL to pay the foundation a fixed share or uncapped proportional share of CSHL's income from commercialization of a Technology, the Income Sharing formula used to calculate Contributor Distributed Net Income will be changed to 30% of the first \$100,000 of Net Income and 20% of Net Income above \$100,000.

Contributor Distributed Net Income from Technologies funded through CSHL's affiliation with Northwell Health will follow the unmodified Income Sharing formula (currently, 50% of the first \$100,000 of Net Income and 33% of Net Income above \$100,000) unless the licensed Technology was supported with funds received from another foundation, in which case the prior paragraph will apply.

### **2.8.3 Timing and Duration of Distribution**

CSHL Administration will make every reasonable attempt to calculate and pay an individual Contributor's share of Contributor Distributed Net Income within six months of the receipt of the relevant funds by CSHL. However, in order to minimize administrative burden, CSHL will not be obligated to distribute an individual Contributor's share of Contributor Distributed Net Income until the amount to be distributed to such Contributor reaches a minimum of \$500 per Technology per calendar year. The rights of a Contributor to receive Contributor Distributed Net Income will run for the life of the income-generating Technology or associated agreement, including following a Contributor's departure from CSHL and even if that means payments flow to a Contributor's court-approved heir, provided that CSHL is notified in writing of any change in address or circumstance relating to any such distribution.

### **2.8.4 Licensing of Multiple Technologies**

Complications may arise in applying the Income Sharing formula to 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 other distinguishable Technology included under that license. Any Net Income received under such a license will be allocated among the licensed Technologies in accordance with the proportional values assigned.

### **2.8.5 Licensing of Technology with Multiple Contributors**

If there are multiple Contributors for a Technology, any Contributor Distributed Net Income allocated to such Technology will be divided among the Contributors in accordance with the following procedure:

- 1) The Principal Investigator will prepare a brief written summary describing the science completed to date and the intellectual contribution of each Contributor. Promptly following the first filing of a patent application or execution of a license agreement, the Principal Investigator will also provide the Office of Technology Transfer with a completed Royalty Distribution Form that contains the PI's recommendation as to the appropriate sharing of Contributor Distributed Net Income. Similarly, when an existing license agreement is amended or supplemented with additional Technology, the Principal Investigator will provide a summary of the additional Technology and the role of each Contributor in connection therewith, as well as a recommendation for sharing of Contributor Distributed Net Income with respect to such additional Technology.



2) The Office of Technology Transfer will then send a copy of the submitted summary and Royalty Distribution Form to each Contributor identified and allow these individuals to submit their own written comments on the summary. The CSHL Administration will consider the Principal Investigator's sharing recommendation together with the written summary, any comments submitted from the other Contributors and other relevant factors and shall then approve or modify the Royalty Distribution Form before distributing the Contributor Distributed Net Income among the Contributors.

#### **2.8.6 Changes of Circumstance**

After a license has been completed and recipients of Contributor Distributed Net Income 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 the Royalty Distribution Form in light of such changes. Contributor Distributed Net Income that was distributed to any 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 Net Income, but CSHL will not be obligated to pay Contributors for a share of Net Income received after the date of denial, revocation or invalidation.

#### **2.8.7 Royalty Monetization**

Royalty monetization is a process by which CSHL sells its interest in a royalty stream associated with a Technology in exchange for an upfront payment of money from an investor. Monetization of significant assets has been shown to mitigate risks of earnings over the life of a patent. CSHL has the sole right to decide whether and how to monetize its royalty streams and Contributors are required to cooperate with CSHL in the monetization process. Although not required to monetize their personal share of a royalty revenue stream, if a Contributor desires to participate in the royalty monetization process for a licensed Technology, CSHL will permit them to do so under the same terms as apply to CSHL.

#### **2.8.8 Waiver of Personal Share**

Individual Contributors can choose to waive receipt of all or a portion of their personal share of Contributor Distributed Net Income. In such event, those funds will be allocated to the President's Fund and CSHL's President will have authority to designate them for use as appropriate, including as a supplemental budget for the Contributor's laboratory for items not covered by conventional grants, subject to a cap of \$5,000 per distribution, up to a maximum of \$5,000 per year.

#### **2.8.9 Compliance with Laws**

The income sharing provided by this [Section 2.8](#) applies to compensation received from the licensing of Technologies for commercial application by third parties. Other income received by CSHL that is 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 solely to CSHL. Income Sharing under this Commercial Relations Policy is also subject 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.

### **Chapter 3: Relationships with Outside Organizations**

Relationships with outside organizations can extend and enhance 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 and 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 CSHL and its employees, full disclosure of potential sponsorships and consulting relationships, and approval on the part of CSHL Administration, must precede the commencement of any such activity.

#### **3.1 Commercially Sponsored Research**

##### **3.1.1 Overview**

CSHL Investigators are welcome to explore commercial support in fields of mutual interest to CSHL and a research 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 and documentation. Prior to authorization of commercial funding for research conducted 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. The Vice President, Business Development & Technology Transfer may consult with CSHL's President, the Commercial Relations Committee, and/or one or more members of the CSHL scientific staff for insight and advice regarding approval of a particular sponsored research arrangement.

##### **3.1.2 Limitations**

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 is fundamental to the basic purpose of the institution. No sponsored research agreement that inhibits or prohibits such exchanges will be permitted 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 sponsored research agreements may, however, permit a sponsor to delay pending publications up to a maximum of 90 days from submission to the commercial

sponsor for review of patentable material. 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 research in accordance with a research plan agreed with a commercial sponsor, 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 may grant research sponsors licenses or options to license Technology developed during the term of the sponsored research agreement. Beyond such explicitly contracted rights, however, the ownership of Technology resulting from the sponsored research cannot be assigned by CSHL 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 Technology resulting from such activities remain subject to CSHL's rights under this Policy and the applicable Intellectual Property Agreement.

### **3.1.3 Restrictions on Relationships with Research Sponsors**

Employees with an 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, 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. No Investigator may receive sponsored research in their laboratory from a company in which they hold a 5% or greater ownership interest, or for which they consult, unless the Financial Conflict of Interest Committee first establishes a management plan that mitigates the risks arising from such sponsored research arrangement.

Investigators are not permitted to assume a fiduciary position with a company, such as being a member of its Board of Directors, if that company is funding work in their laboratory.

### **3.1.4 Student Participation**

Special attention must be paid to protect the educational interests of students and postdoctoral fellows working in laboratories in which the Principal Investigator 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 of interest 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 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 must 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.

## **3.2 Consulting**

### **3.2.1 Overview**

Consulting arrangements are common for CSHL faculty. Consulting not only provides the benefit of additional income but also may broaden the knowledge base of participating Investigators. For the purposes of this Policy, consulting is defined as the exchange of ideas and provision of expert advice to a third party interested in a CSHL employee's field of discipline. Consulting includes service as a member of a third party's Scientific Advisory Board but does not include directing or conducting research for or on behalf of a third party. The third party in such an arrangement may be a for-profit company or not-for-profit entity.

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 in any consulting agreement signed by an employee.

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 conflict of commitment arises, the maximum time a full-time CSHL employee may provide consulting or other services to outside organizations (including Spinout companies) is limited to an aggregate of 13 days per calendar quarter (approximately 1 day per week). Days not used in any one quarter may not be accumulated or transferred to subsequent quarters.

Employees must maintain a log of time spent in each consulting activity, including the date, the name of the recipient of the consulting services, the number of hours spent, and the compensation received. This log must be made available to CSHL Administration on request. In computing the amount of time spent on consulting, meetings or consulting intervals of two hours or less constitute 1/4 of a day, meetings or consulting intervals between two and four hours constitute 1/2 of a day, and meetings or consulting intervals of more than four hours constitute 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 activities in order to minimize the likelihood that a conflict of commitment, attention or duty will arise.

### **3.2.2 Guidelines for Approval of Consulting Agreements**

Proposed and ongoing consulting activities by CSHL employees require prior written disclosure by the employee to CSHL's General Counsel, 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. To assure that consulting agreements do not include provisions contrary to CSHL's policies

or interests or that place CSHL at risk, proposed consulting agreements cannot be signed or take effect until prior approval has been obtained from the General Counsel and CSHL Administration. An employee that serves as a Trustee or Officer of CSHL must also obtain approval from the Commercial Relations Committee or the Executive Committee of the Board before entering into a consulting agreement. Once approved, all consulting arrangements must be reported to the Financial Conflict of Interest Committee.

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 require advance written approval by the CSHL Administration. 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.

All Consulting Agreements are required to incorporate CSHL's Uniform Consulting Agreement Provisions, which closely track the provisions HHMI requires for its investigators. These provisions protect, among other things, CSHL rights to Technology generated by its employees and the employee's ability to publish their work. There should be no provision within a consulting agreement for use of CSHL trademarks or its name. Use of CSHL resources in performance of consulting activities requires specific advanced approval.

No consulting agreement may require a CSHL employee 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.

CSHL's Tangible Materials 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. Moreover, no consulting agreement 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.

### **3.2.3 Students and Postdocs**

Graduate students are prohibited from consulting for commercial organizations. Postdoctoral fellows are discouraged from consulting for commercial organizations and may not do so without the prior approval of their Principal Investigator and CSHL's President. Further, graduate students and postdoctoral fellows may not be assigned to conduct work related to another employee's consultancy without a waiver from CSHL Administration.

### **3.2.4 Consulting for a Research Sponsor**

A for-profit sponsor of CSHL's research may also seek to establish a separate consulting arrangement with an employee of CSHL. This may be permitted provided the consulting agreement is not an integral part of the sponsored research relationship. To ensure this is the case, the Consulting Agreement must be reviewed and approved in advance by the General Counsel and CSHL Administration, and the Financial

Conflict of Interest Committee must first establish a management plan that mitigates any risks arising from the sponsored research arrangement.

### **3.3 Outside Employment**

Investigators at or above the level of research associate that are full-time CSHL employees may not simultaneously hold a position as an employee of a commercial organization or hold a title in a commercial organization that would imply employee status in such organization (including, for example, Chairman, President, Chief Executive Officer, Chief Operating Officer, and Chief Scientific Officer), except in limited circumstances as permitted in accordance with Section 2.7.1- Spinout Companies. 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 faculty member must resign any position or title held in a commercial organization during the sabbatical. Investigators 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 approvals and limitations outlined in this Policy.

### **3.4 Investigators as Independent Contractors**

Although CSHL employees are generally prohibited from entering into consulting agreements that require the generation of work product for a third party or taking on responsibilities akin to an employee of such third party, Investigators have occasionally sought approval for this type of an arrangement for a limited period of time, including software development or configuration, management of scientific teams or fulfilling a management function at a company. CSHL recognizes that there are certain circumstances where permitting an Investigator to enter into this type of an arrangement with a third party can be valuable to CSHL. When the Investigator can clearly demonstrate the benefit to CSHL, such an arrangement may be permitted provided it is reported and approved in advance as per the procedures specified herein for all consulting agreements, and conditioned on the Investigator keeping a log of their time and compensation for such arrangement. In situations whereby an Investigator desires to enter into an agreement with a company that involves the generation of code or software configuration utilizing algorithms developed at CSHL but placed in the public domain, CSHL expects to share in the value of such work product, equivalent to earning a royalty on what amounts to a license of CSHL Research Assets.

## **Chapter 4: Conflicts of Interest**

### **4.1 Overview**

CSHL encourages involvement by its employees in outside public and private professional activities, provided that such activities do not interfere with the employee's commitment to CSHL. A CSHL employee is expected to accord his or her primary loyalty to CSHL and its mission of research. Protection of the good name and reputation of CSHL and its community depend 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.

Conflicts of interest involving employees include 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 direct or indirect financial gain for the employee, the employee's family or any organization in which the employee or their family members hold a significant financial interest. Conflicts of commitment are also considered conflicts of interest. A conflict of commitment refers to a situation in which an employee is dedicating time to outside activities and interests in excess of the time permitted under this Policy (13 days/quarter) or to outside activities and interests that may detract from the employee's primary responsibility to CSHL. The issue regarding conflicts of commitment is not necessarily financial or potential bias in judgement, but rather whether the employee's outside commitment of time and effort are inconsistent with their obligations and commitment to CSHL and its interests.

CSHL seeks the help of every employee in avoiding the embarrassment of conflict situations. Since no written policy can anticipate every possible conflict situation or provide guidance 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.

CSHL's 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 Commercial Relations Policy, are subject to appeal to the Commercial Relations Committee of the Board of Trustees.

#### **4.2 Board Service by CSHL Management and Faculty**

CSHL recognizes the prestige accrued to the organization and individual when its management or faculty are invited to serve on the Board of Directors of commercial entities. Recently however, there has been significant public concern raised about conflict of interests of academics and medical professionals, including their time commitment to and level of remuneration from companies in the biotechnology, pharmaceutical and healthcare industries.

CSHL Management (President, CEO, COO, CFO, GC, VPs, and Department Heads) and Key Faculty (Director of Research) are not permitted to serve on Boards of Directors of public companies in the biotech, pharmaceutical or healthcare industries. If CSHL Management or Key Faculty serve as a Director of such a company at the time the company transitions from private to public ownership, the CSHL Management or Key Faculty employee should seek an appropriate time to step down from that Board.

Except for companies sponsoring a clinical trial for a product that uses CSHL - licensed Technology or companies that are sponsoring research in a faculty member's laboratory (see [Section 3.1.3 – Restrictions on Relationships with Research Sponsor](#)), other (non-key) faculty and administrators are permitted to serve on public company Boards provided they keep a log of their time and compensation for such service, and disclose all such relationships to the Financial Conflict of Interest Committee. If those faculty or

administrators anticipate earning an annual amount in excess of one-third their current CSHL salary from all outside directorships, the Commercial Relations Committee and CSHL President must approve such arrangement in advance. Faculty that hold a joint appointment with another academic institution (e.g., Northwell Health) are expected to follow the guidelines regarding Board service and conflict of interest that are specified in their Joint Faculty Agreement or, if none are specified, will be bound by this Policy.

CSHL Management may hold Board seats in CSHL Spinouts for a transitional period (e.g., completion of Series A round of funding) but may not be compensated by the Spinout company for such role. Nonetheless, it is preferred that CSHL Management serve only as a non-voting Board observer in Spinout companies. CSHL Management should resign from any such Spinout Board seat in the event the company becomes publicly owned.

Except for companies sponsoring a clinical trial for a product that uses CSHL-licensed Technology or companies sponsoring research in a faculty member's laboratory, CSHL faculty may hold Board seats in CSHL Spinouts in their personal capacity (i.e., not representing CSHL's interest with the company) provided they keep a log of their time and compensation for such service and disclose all such relationships to the Financial Conflict of Interest Committee.

If a member of CSHL Management or faculty serves on the Board of a company as a representative of CSHL's interest, such CSHL Management or faculty may not receive personal compensation (including stock options) from the company. Any consideration for Board service in this capacity must be paid directly to CSHL or immediately transferred to CSHL.

The Financial Conflict of Interest Committee is tasked to review the time commitment and level of compensation received by CSHL Management and faculty from participation on corporate Boards and provide regular reports to the CSHL President on those appointments.

#### **4.3 Guidelines to Identify 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 or domestic partner, children and siblings.

Holding a significant financial interest in a commercial entity with interests in a field of CSHL's research is not necessarily a conflict of interest, but should always be reported for a determination of a possible conflict. A CSHL employee is considered to have a significant financial interest in a publicly traded entity when the employee and their family members receive compensation from the entity and/or hold an



equity interest in the entity that collectively exceeds \$5000 (other than income from investment vehicles where the CSHL employee and their family member do not directly control investment decisions made in these vehicles). A CSHL employee is considered to have a significant financial interest in a non-publicly traded entity when the employee and their family members receive compensation from the entity in excess of \$5000 or hold any equity interest in the entity. However, any financial relationship 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 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.

#### **4.4 Written Disclosure of Potential Conflicts**

CSHL Investigators must comply with the CSHL Investigator Conflict of Interest Policy (ICOI Policy) and complete the ICOI Annual Disclosure Form that will be provided to them.

Trustees, Officers and persons that have responsibilities, power or influence over CSHL similar to that of trustees and officers or manage a substantial portion of the activities, assets, income or expenses of CSHL (including Vice Presidents, General Counsel, Executive Directors, Directors and Deans) must comply with CSHL's Conflict of Interest Policy – Trustees, Officers and Key Persons and complete the annual Conflict of Interest Disclosure Form that will be provided to them.

All employees of CSHL are required to complete, and submit to the Vice President, Human Resources, a Conflict of Interest Disclosure at the time of employment. Employees with authority to approve purchases or expenditures by CSHL of \$5000 or more are required to complete a Conflict of Interest disclosure form annually.

\* \* \* \*

## **Appendix A**

### **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 "Technology Commercialization."
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

**Appendix B**

**Technology Evaluation Form**

***Confidential***

*Please complete and return this form to the Office of Technology Transfer (OTT). Upon receipt, one of our staff will be in touch to schedule time to discuss.*

1. TITLE OF TECHNOLOGY:
2. DESCRIPTION OF TECHNOLOGY/POTENTIAL COMMERCIAL APPLICATION: *Briefly describe what the technology is, what problems it solves, and any current and foreseeable use or commercial application of the technology, including research collaboration with industry. Please attach any additional documents, preferably a manuscript, or a detailed abstract with figures or diagrams.*
3. RELATED 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 in public, including any public seminar at Cold Spring Harbor Laboratory, please provide details of that submission or presentation, including dates, below.*

4. EVALUATION OUTCOME: *To be completed by OTT.*

Action:

Summary:

SIGNATURE OF CSHL SCIENTIST SUBMITTING THIS FORM:

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

Date

Contact info: email/phone

OTT Tracking #: _____	Date Received: _____	By: _____	(For OTT Use Only)
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**Appendix C**

**Technology Disclosure Form**

***Confidential***

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

OTT Tracking #: _____	Date Received: _____	By: _____	(For OTT Use Only)
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**1. TITLE OF TECHNOLOGY**

\_\_\_\_\_

**2. DESCRIPTION OF TECHNOLOGY:** Please briefly describe what the technology is, what problems it solves, and any current and foreseeable use or commercial application. Please attach any additional documents, preferably a manuscript, or a detailed abstract with figures or diagrams.

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

*Government Agency/Sponsors*

*Grant/Contract No.*

*Principal Investigator*

**4. SOURCES OF MATERIAL** (check all that apply):

*Academic:*

*Commercial:*

**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. PUBLICATION, PRESENTATIONS AND GRANT APPLICATION:** If you have submitted or plan to submit any manuscript for publication or grant application 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:

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

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

\*For each person identified, please complete a project description – refer to last page

SIGNATURES OF SCIENTISTS MAKING THIS TECHNOLOGY DISCLOSURE:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

DISCLOSED TO:

\_\_\_\_\_

OTT Signature

\_\_\_\_\_

Date