




Hebrew  
SeniorLife

Care • Community • Innovation

1200 Centre Street, Boston, MA 02131

## Administrative Policies and Procedures

<b>Policy Title:</b>	Identifying and Protecting Intellectual Property
<b>Responsible Department:</b>	Legal & Compliance
<b>Effective Date:</b>	November 5, 2018
<b>Revised Date:</b>	N/A
<b>Supersedes:</b>	N/A
<b>Approved By:</b>	 Rachel Lerner, Esq. General Counsel & Chief Compliance Officer

### I. PURPOSE:

This Hebrew SeniorLife, Inc. Identifying and Protecting Intellectual Property Policy (this “**Policy**”) governs the ownership and disposition of intellectual property arising from or relating to, without limitation, research, publications, administrative or clinical programs, processes or products developed by or performed at Hebrew SeniorLife, Inc., or any of its affiliated entities, including the Hinda and Arthur Marcus Institute for Aging Research (collectively, “**HSL**”).

It is the intent of this Policy to enable research results, discoveries, innovative best practices and inventions to benefit the health of society through commercialization or widespread dissemination. Where financial or other resources such as facilities, equipment, data or staff for research and/or for development of Intellectual Property (defined below) have been provided or administered through HSL, HSL may have contractual commitments with external third parties that affect how the Intellectual Property is managed and commercialized.

### II. SCOPE:

This Policy is applicable to: (1) all Hinda and Arthur Marcus Institute for Aging Research (“Marcus Institute”) employees, faculty, students, fellows, visiting faculty, adjunct faculty, consultants, collaborators, and any other person, regardless of any obligations of such individuals to other entities, who uses Marcus Institute funds, facilities or other resources, or performs research administered by HSL’s administrative resources; and (2) all members of HSL Senior Staff. For purposes of this Policy, these individuals will be referred to individually as a “**Covered Person**” and collectively as “**Covered Persons.**”

### III. DEFINITIONS:

**Author.** Any Covered Person that has written, created, performed a “work of authorship” qualifying for Copyright protection under the U.S. Copyright Act (17 USC 101 et seq.).

**Computer Software.** Any computer program (including, without limitation, microcode, subroutines, and operating systems), regardless of form of expression or object in which it is embodied, together with any users’ manuals and other accompanying explanatory materials and any computer database.

**Copyright.** The federally granted right under the U.S. Copyright Act (17 USC 101 et seq.), and related international laws and treaties, to prevent others from copying, modifying, distributing, performing or publicly displaying an original “work of authorship” (as defined in the U.S. Copyright Act) without the owner’s permission.

**Covered IP.** Any Intellectual Property Created by a Covered Person (whether alone or together with others) if Created in whole or in part:

1. Under or subject to an agreement between HSL and a third party; or
2. With use of direct or indirect financial support from HSL, including support or funding from any outside source awarded to or administered by any HSL department, institute, center or resource; or
3. With use of space, facilities, materials or other resources provided by or through HSL.

Covered IP may be subject to the terms and conditions of grants, sponsored awards, contracts and other agreements entered into by HSL and third parties, such as the United States government and/or other research sponsors. These agreements may include sponsored research, material transfer agreements, license agreements, federal grants and contracts, data use agreements, etc.

Examples of Covered IP include:

- Research Data created by a Covered Person
- Computer Software created by a Covered Person
- Tangible Materials created by a Covered Person
- Work Made for Hire created by a Covered Person

Note: Scholarly Work is not considered Covered IP for purposes of this Policy.

**Covered Person(s).** As defined in the Scope section, a Covered Person is: (1) any Marcus Institute employees, faculty, students, fellows, visiting faculty, adjunct faculty, consultants, collaborators, and any other person, regardless of any obligations of such individuals to other entities, who uses Marcus Institute funds, facilities or other resources, or performs research administered by HSL’s administrative resources; and (2) all members of HSL Senior Staff. The rights of Covered Persons under this Policy shall be subject to any applicable conditions and any rights granted to third parties by HSL. HSL will retain the right to perform its obligations with respect to Intellectual Property under all such arrangements.

**Create (Created, Creates).** The creation, conception, reduction to practice, development, authoring, invention or discovery of any Intellectual Property, including without limitation the acts undertaken to become an Inventor or an Author.

**Designated HSL SLT Members (DHSM).** For each review of Covered IP, the DHSM shall be comprised of three people: (1) the President & CEO; (2) the DPA (as defined below); and (3) the member of SLT (also known

as the Senior Leadership Team) who reports to the CEO and oversees the functional area that discloses the Covered IP.

**Designated Policy Administrator (DPA).** The person(s) designated by the HSL President & CEO to manage the day-to-day procedures of this Policy. HSL's General Counsel & Chief Compliance Officer is the current designated DPA.

**Intellectual Property.** Any and all intellectual property rights arising at law or in equity, including trademarks and service marks, or other forms of company, program or product identification, including all of the following: (i) Inventions and all classes or types of patents (including, without limitation, originals, divisions, continuations, continuations-in-part, extensions or reissues), and applications for these classes or types of patent rights in all countries of the world on a world-wide basis; (ii) works of authorship, Copyrights and other rights in works of authorship; (iii) protocols, tools and guidelines; (iv) Computer Software; (v) Research Data; (vi) Tangible Materials; (vii) domain names and other web based and/or electronic media identifiers; and (viii) know-how, show-how and trade secrets.

Note: Intellectual Property may or may not arise from research activities.

**Inventor.** A Covered Person who individually or jointly with others makes, conceives, reduces to practice or generates an Invention and who meets the criteria for inventorship under United States patent laws and regulations and/or under the patent laws and regulations of other jurisdictions in which protection for the Invention is pursued. With respect to an Invention that is not patentable, an Inventor shall be the individual(s) who makes, conceives or reduces to practice the Invention.

**Invention.** Any patentable invention as defined by the patent laws of any relevant jurisdiction, and any potentially patentable or non-patentable useful idea, creation, innovation, enhancement, improvement, algorithm, alteration, discovery, formula, new approach, or new process, and shall include any and all associated or supporting technology that is required for development or application of any of the foregoing.

**Net Royalties.** Gross receipts actually received by HSL in consideration for a license, transfer or other disposition of any nature of Covered IP or any right therein, less: (i) amounts that are or may become due and payable to a third party (as determined in the discretion of HSL) pursuant to a contractual or legal obligation, (ii) HSL's out-of-pocket costs and fees, including without limitation attorneys' fees, incurred with respect to pursuing, securing, maintaining and enforcing intellectual property protection such as patenting and litigation expenses, (iii) out-of-pocket costs and fees, including without limitation attorneys' fees, incurred by HSL in the licensing, transferring or disposition of the Covered IP, and (iv) any out-of-pocket costs and fees, including without limitation attorneys' fees, incurred in making, shipping or otherwise distributing Tangible Materials (as defined below). Net Royalties will include non-cash consideration, such as securities or other equity shares in an enterprise, but only if and when HSL liquidates such non-cash consideration. HSL will not distribute any non-cash consideration to any Creator and has no obligation or fiduciary duty, and will not have any obligation or fiduciary duty, to any Creator with respect to managing, investing, monitoring or liquidating any such non-cash consideration. Net Royalties do not include, under any circumstance, research funding, gifts or any other financial contribution to HSL.

**Research Data.** Data, results and databases utilized in HSL research, including without limitation laboratory notebooks (whether or not in digital format) and Covered Person(s)'s analyses of third party data for research purposes.

**Scholarly Work.** The Scholarly Work concept is intended to recognize and facilitate the traditional academic freedoms of faculty who have academic appointments and of fellows and students to publish and disseminate

their scholarly work. HSL shall have the authority to clarify and modify the definition of Scholarly Work and develop guidelines for its interpretation from time to time. New developments in publishing, among other factors, can be taken into account through this process. For purposes of this Policy, a Scholarly Work is a work of authorship of an academic or scholarly nature authored by a Covered Person in the course of research or educational activities, such as a traditional textbook, a public presentation at an educational conference, a scholarly article published in a scientific or trade journal, an editorial, or an editor contribution that:

1. is prepared at the Covered Person's own initiative and not at the request or under the auspices of or for purposes of HSL, or any federal agency or funding institution;
2. is not a Work Made for Hire (as defined herein);
3. does not make use of any federal agency or funding institution's resources;
4. neither embodies nor discloses (without prior written approval) Covered IP (such as an HSL-specific clinical protocol, assessment tool, quality improvement study, etc.);
5. is not owned by or obligated to a third party through any HSL agreement; and
6. is not Computer Software.

As noted above, a Scholarly Work is *not* considered Covered IP for purposes of this Policy. Also, as noted in the Procedure section, HSL will have no Copyright ownership rights in any Scholarly Work.

**Tangible Materials.** Any physical item of any nature, including without limitation, biological materials (such as, but not limited to, cell lines, antibodies, tissue samples, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals and other materials useful for research or for commercial purposes.), chemicals, catalysts, images, and scans, in each instance whether in hard copy or digital or other format or media, now known or hereafter developed.

**Trademark or Service Mark.** An adjective describing the source of certain items or services provided to third parties. Trademarks or Service Marks might be applicable to the types of research programs or protocols, clinical care, or senior living activities undertaken at HSL.

**Work Made for Hire.** A copyrightable work that is created within the scope of HSL employment of Covered Persons. Any such copyrightable works will be a "work made for hire" under the U.S. Copyright Act of 1976 (17 USC §101 et seq.). HSL may also commission copyrightable works from Covered Persons who are not employees of HSL. A commissioned work falling within the "work made for hire" definition of the U.S. Copyright Act (17 USC 101 et seq.) shall also constitute a Work Made for Hire. For clarity, patient care or senior housing protocols and procedures created or designed in the course of employment at HSL are Work Made for Hire.

#### **IV. PROCEDURES:**

##### **A. Participation Agreements**

Covered Persons likely to Create Covered IP or otherwise engage in research are required to execute a Participation Agreement at the time of employment, research appointment, or prior to commencement of work involving HSL resources or performance of research administered by HSL. HSL may require that a Covered Person sign the Participation Agreement as a condition to (i) receiving the benefits afforded by the Policy, (ii) receiving financial support from specific funding sources or from HSL, and/or (iii) participating in designated projects. Notwithstanding the foregoing, failure to execute a Participation Agreement does not exempt a Covered Person from the requirements and limitations set forth in this Policy, which is made available to Covered Persons on HSL's HUB (for employees) and the HSL IRB website (for non-employees). Copies of executed Participation Agreements shall be maintained in the Covered Person's personnel file (for HSL employees) and/or together with the consulting agreement or other document connecting the Covered Person to HSL (for non-employees).

## B. Identification and Disclosure

1. When there is a desire to distribute Covered IP outside HSL (via presentation, publication, or provision of items or materials to a third party, regardless whether for a fee or free of charge), Covered Persons are required to promptly disclose to the DPA such Covered IP through use of the Intellectual Property Disclosure Form (“**Disclosure Form**”) available on the HSL HUB or upon request to the DPA. Any individuals unsure about whether they are considered Covered Person(s) and/or whether something they have created necessitates completion of a Disclosure Form should contact the DPA for guidance.

3. The requirement to complete a Disclosure Form does not apply to Scholarly Works, given that Scholarly Works are not considered Covered IP. No Author is *required* to disclose any Scholarly Work but may disclose such work for assessment or confirmation as to its status as a Scholarly Work.

## C. Determination of Ownership

1. *Ownership of Covered IP.* HSL will own all Covered IP and each Creator hereby assigns and agrees to assign to HSL all of his/her right, title and interest in Covered IP. Each Covered Person shall, at HSL’s request, execute appropriate documentation confirming such assignment. Creators of specific Intellectual Property may request a determination from the DHSM that such Intellectual Property is not Covered IP and therefore not owned by HSL. If the DHSM determine that the Intellectual Property is not Covered IP, ownership of such Intellectual Property will remain with its Creator(s), subject to the rights and obligations that may be required by the DHSM or this Policy.

2. For clarity, HSL shall not own the following:

- (a) Intellectual Property that the DHSM determines is not Covered IP;
- (b) Scholarly Work (see below for detail).

3. *Scholarly Works.* HSL will have no Copyright ownership rights in any Scholarly Work and each Author is entitled to own the copyright in his/her Scholarly Work and retain any revenue derived therefrom. In recognition of the contribution the HSL community as a whole makes in support of innovation at HSL, Author agrees to grant, and hereby does grant, to HSL an irrevocable, perpetual, non-exclusive, royalty free, world-wide right to use, practice, make, reproduce, modify, perform and display Scholarly Works for HSL’s non-profit educational, health care, housing and research activities. It is expected that when entering into agreements for the publication and distribution of Scholarly Works, Authors will make arrangements that best serve the public interest and will ensure that HSL is granted a royalty-free, unrestricted license to copy, create derivative works, distribute, perform and display the Scholarly Works for HSL purposes, and to sublicense to third parties the foregoing rights. The DPA and/or the DHSM may request to review an Author’s arrangements for publication and distribution of a Scholarly Work to verify compliance with these requirements.

4. *Research Data.* While all Research Data is owned by HSL, nothing in this Policy is intended to prevent any Covered Person from using, publishing or referencing Research Data for the purposes of authoring a Scholarly Work, provided that any publication of Research Data is compliant with all applicable legal restrictions on disclosure and with all applicable HSL confidentiality obligations.

5. *Tangible Materials.* HSL owns all rights in Tangible Materials and may make appropriate distribution in the public interest, including licensing or transferring Tangible Materials for research and commercial purposes. Use, copying, distribution and commercialization of Tangible Materials is controlled by contract where HSL as the owner of the Tangible Material defines the scope of permissions granted.

6. *Computer Software.* The DHSM shall determine (i) who are the deemed Authors for purposes of receiving a distribution of Net Royalties under this Policy with respect to the Computer Software, or (ii) if appropriate, that no Authors shall receive any distribution of Net Royalties under this Policy with respect to the Computer Software. Any Creators of an Invention embodied in the Computer Software shall be treated the same as Creators of any other Invention that is Covered IP under this Policy.

#### **D. Control and Commercialization**

1. *Filing of Applications and Other Protections for Covered IP; Format and Attribution.* The DHSM shall be responsible for determining whether a patent, copyright or trademark application will be filed on any Covered IP or whether any other action should be taken to protect the Covered IP. Filing and other protective determinations may be made on the basis of commercial potential, obligations to and rights of third parties, or for other reasons which the DHSM, in its discretion, deems appropriate. While HSL will lead any application processes or other protective measures and cover all expenses, it is the obligation of the Creator of Covered IP to cooperate in the patenting, copyrighting, trademarking and/or protection process in all ways required by HSL, its agent or designee. The DHSM shall also determine, in collaboration with the Creator, proper formatting and attribution for HSL for the Covered IP.

2. *Waiver or Assignment of Covered IP.* If the DHSM determines that it will not file a patent, copyright or trademark application on or otherwise protect the disclosed Covered IP, or if the DHSM desires to abandon such an application, issued patent, or other protections for the disclosed Covered IP, the Creator(s) may request that HSL waive or assign to the Creator(s) its ownership rights in the Covered IP. Upon determining that the waiver or assignment will not violate the terms of any external funding agreement or any applicable laws or regulations, and that it is in the best interests of HSL and the public, the DHSM may agree to a waiver or assignment. In such case, HSL will execute the necessary documents to waive or assign all of its ownership interest in the Covered IP to all Creator(s) in such a manner as the Creators have agreed. The written agreement must be signed by all of the Creators, and a copy provided to the DHSM. Waiver or assignment of Covered IP may be conditioned upon, among other things, agreement by the Creator(s) to the following:

- a. To reimburse or pay HSL for all out-of-pocket legal and consulting expenses and fees incurred by HSL.
- b. To share with HSL a percentage, to be no less than 20%, of the net income (income remaining from gross income after repayment of HSL expenses above and the Creator(s)' legal and licensing expenses) received by the Creators from the Covered IP. Income subject to this revenue sharing provision includes equity received by Creators as consideration for any rights in or to the Covered IP but does not include financing received for purposes of research and development.
- c. Upon request, report to the DHSM regarding efforts to develop the Covered IP for public use and to reassign to HSL any Covered IP which the Creator(s), their agents or designees are not developing for the benefit of the public.
- d. To fulfill any obligations that may exist to sponsors of any research that led to the Covered IP.

e. To grant back to HSL an irrevocable, perpetual, royalty-free, nonexclusive, worldwide right and license to use the Covered IP for its research, education, senior living and clinical care purposes and a right to grant the same rights to other non-profit institutions.

f. To agree to such limitations on HSL's liability and indemnity provisions as HSL may request.

3. *Commercialization.* Except in cases of waiver or assignment as described above, the DHSM will have sole discretion with respect to the commercialization of Covered IP, and shall take into account the public interest. Where Covered IP is subject to an agreement with a third party (for example, the federal government or other funding sponsor), the DHSM will make decisions consistent with that agreement and all applicable laws and regulations. The DHSM will make decisions concerning commercialization as it deems appropriate in consultation with the relevant operational and lay leadership and will make reasonable efforts to keep Creator(s) involved and informed of its commercialization efforts.

4. *Royalty Sharing.* Where royalties are generated by HSL as a consequence of commercializing disclosed Covered IP, royalties will be shared with the Creator(s) as described in Section IV(E) Royalty Sharing of this Policy.

## **E. Royalty Sharing**

1. *Distributable Royalties.* In those situations where HSL commercializes disclosed Covered IP, HSL will share Net Royalties, if any, with the Creators of the disclosed Covered IP, and the applicable department, Center or Institute, in accordance with this Section. A Creator will be eligible to receive a share of Net Royalties only if the Creator has assigned all of his or her right, title and interest in the Covered IP to HSL and has executed the Participation Agreement (attached to this Policy). Net Royalties received by HSL will be distributed timely.

2. *Standard Distribution Method.* The following formula will apply to the distribution of Net Royalties based on amounts actually received by HSL:

For all Net Royalties received by HSL with respect to the applicable Covered IP:

Administrative Fee	15%
Of the remainder:	
Creator(s) Personal Share	35% shared evenly among all Creators unless they produce a written agreement signed by all Creators agreeing to a different allocation
Creator's Research Center Share	15%
Creator's Department/Institute	35%
Hebrew SeniorLife, Inc. share	15%

Net Royalties will be shared with the Department or Institute that pays the salary or other compensation of the Creator at HSL. If a Creator's salary is paid by more than one Department or Institute at HSL, the Department/Institute share will be allocated among them in the same proportion as the responsibility for payment of the applicable Creator's salary or other compensation.

Unless all Creators have entered into a written agreement with respect to how each Creator(s)' share will be allocated among themselves, HSL will allocate the distribution equally among all Creators of the applicable Covered IP.

If the Creation has no Creator(s) as determined by the DHSM, the Net Royalties will be distributed equally among the Department/Center/Institute from which the Creation originated, if any, and HSL.

3. *Charitable Mission and the Bayh-Dole Act.* HSL and any Department, Center, or Institute that receives a share of Net Royalties, will apply such amounts to perform HSL's charitable mission, including the furtherance of research, senior living, teaching, and health care improvement primarily for the elderly. In particular, with respect to any share of Net Royalties resulting from an invention funded by the Federal government, HSL and each Department, Center, and Institute will use such amount for the support of scientific research or education, consistent with the requirements of the Bayh Dole Act, 35 U.S.C. §§ 200-212, which governs treatment of patentable inventions resulting from federally funded research.

4. *Portability of Royalty Shares.* Personal royalty shares will be payable to Creator regardless of employment status at HSL. If HSL is unable to locate a Creator to distribute his/her Net Royalty share, HSL will comply with all applicable laws governing lost property.

**Attachments:** Appendix A-Participation Agreement  
Appendix B-Intellectual Property Disclosure Form



## Appendix A

### Participation Agreement

#### Introduction

This Participation Agreement implements Hebrew SeniorLife's policies related to sponsored research and Intellectual Property (whether or not resulting from sponsored research), including but not limited to the *Policy on Identifying and Protecting Intellectual Property*. Any capitalized terms used in this Agreement are defined in that Policy (if not otherwise defined herein).

As a condition of my employment with Hebrew SeniorLife (HSL), or my opportunity to engage with HSL in research or otherwise in a manner that might result in the creation of Intellectual Property, I hereby agree to:

1. Comply with all Hinda and Arthur Marcus Institute for Aging Research (Marcus Institute) and HSL research-related policies (e.g. data security, institutional review board, data use agreements, HIPAA, sponsored awards, etc.) (as applicable). I understand that these policies are posted on the internal HSL HUB and/or external Marcus Institute website, and that any revision to a policy or creation of a new policy will be publicized in the HSL and/or Marcus Institute community (including the website).
2. Submit disclosure forms for Intellectual Property, including protectable and/or commercializable Intellectual Property, in accordance with the terms of the *Policy on Identifying and Protecting Intellectual Property*. I understand that certain rights can be lost if Intellectual Property is disclosed publicly prior to filing for protection. Additionally, I understand that HSL and/or Marcus Institute may have certain obligations under law or contract with respect to disclosure and/or commercialization of Inventions or other Intellectual Property resulting from its sponsored research activities.
3. Submit disclosure forms for conflicts of interests in accordance with the terms of the HSL conflict of interest policies that apply to my work and my relationship with HSL and/or Marcus Institute. I understand that I may also have obligations under federal policy, as well as under the Harvard Medical School Conflicts of Interest and Commitments Policy, depending on my role and my affiliations.
4. Submit to the HSL Vice President of Research Administration a complete and true copy of every sponsored research-related agreement and contract on which I am a listed party, and in which I have agreed to provide consulting services, within 30 days of signing this Participation Agreement. I understand that unless I am an HSL employee with certain authority, I may not sign any agreements or contracts on behalf of HSL.

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

Print Name: \_\_\_\_\_

Email Address (if non-HSL employee): \_\_\_\_\_

Telephone Number (if non-HSL employee): \_\_\_\_\_

HSL Department/Service/Unit (if applicable): \_\_\_\_\_

Supervisor/Department Head Name (if applicable): \_\_\_\_\_

Harvard University ID # (if applicable): \_\_\_\_\_

Institution of Primary Employment: \_\_\_\_\_

## Appendix B

### Intellectual Property Disclosure Form

#### Purpose of Form:

This Intellectual Property (IP) Disclosure Form is submitted subject to and in compliance with Hebrew SeniorLife's ("HSL") Policy on Identifying and Protecting Intellectual Property. **Capitalized terms that are not defined in this form are defined in the Policy and/or the Participation Agreement.** This IP Disclosure Form is to be used to disclose any Intellectual Property that might qualify as Covered IP, **Note: Scholarly Works are never considered Covered IP and do not require disclosure.**

#### A Special Note about Disclosing Computer Software:

Computer Software code should be disclosed using this IP Disclosure Form. "Computer Software" means any computer program (including, without limitation, microcode, subroutines, and operating systems, in source or object code form), regardless of form of expression or object in which it is embodied, together with any users' manuals and other accompanying explanatory materials. Computer Software includes courseware or any aggregation of data or database.

*Open Source Distribution.* Please disclose your Computer Software to HSL even if you desire to distribute the Computer Software via an open source or other free licensing model. In many instances there are restrictions on how Computer Software must be licensed and on who ultimately owns the software code. HSL needs to review the information regarding the Computer Software to properly comply with HSL's obligations to third parties, including the Federal government. When possible, HSL will try to accommodate authors' requests to use open source licenses.

#### Completion:

This IP Disclosure Form must be completed in its entirety and signed by all Creators. Creators who are affiliated with other entities, organizations or institutions should also sign the IP Disclosure Form but if their signature cannot be obtained prior to submission, they should be identified with all contact information provided. **If you are unsure of the answer to a particular question, please indicate "unknown" or "not sure" rather than leaving the question blank.**

Completed and signed forms should be submitted either electronically or in hard copy to:

Hebrew SeniorLife  
Attn: General Counsel & Chief Compliance Officer  
1200 Centre Street  
Boston, MA 02131 Email: [RachelLerner@hsl.harvard.edu](mailto:RachelLerner@hsl.harvard.edu)  
Fax: (617) 363-8819

**HEBREW SENIORLIFE  
INTELLECTUAL PROPERTY DISCLOSURE FORM**

---

**1. TITLE OF INTELLECTUAL PROPERTY:** (should be brief but descriptive enough to sufficiently aid in identifying the Intellectual Property)

**2. NATURE OF INTELLECTUAL PROPERTY:** (Examples: Content, courseware, software, data or database, training manuals, non-academic publication or presentation, or other tangible materials.)

**3. FUNDING SUPPORT:**

**a. Describe the source of funding that supported the work leading to this Intellectual Property.** Include HSL sources and all non-HSL sources of funding, which may include government agencies, company sponsors, private agencies, private donors, foundations and others. For "Principal Investigator/Recipient," if no individual was designated to receive the funding, please indicate the HSL campus, department or program that was designated to receive the funding (if known). If there is no known grant or contract number for the funding, indicate "N/A".

<u>Principal Investigator/Recipient</u>	<u>Funding Source Name</u>	<u>Grant/Contract No</u>
1.		
2.		
3.		

**b. If no funding was received, was there use of any HSL facilities or equipment (e.g., physical space, computers, office materials, etc)?**

YES       NO

**c. Was biological, chemical or physical material (e.g., specimens, forms or training materials or other published works, software code of any kind) OBTAINED FROM OTHERS to create this Intellectual Property? (As to software, this includes any freely available software downloaded from the Internet).**

YES       NO

**(i) If yes, did a Material Transfer Agreement, license agreement or other document between the parties accompany the transfer? (And if software, please provide the link to or name of the third party software).**

YES       NO

**(ii) Please name the institution/company, if any, involved in this transfer and describe the material transferred:**

**(iii) For software: Please list all third party code that is included and, if available, the link to the license agreement for such code. Please be specific as to version and/or date of release.**

**4. DESCRIPTION OF THE INTELLECTUAL PROPERTY:**

**a. Describe in detail the Intellectual Property.**

*[Continued on next page]*

**b. Describe the unique feature(s) believed to be new and/or surprising and unexpected.**

**c. Describe the product(s) that could be developed and disseminated from this Intellectual Property (whether provided to the general public or specific third parties, and whether provided free of charge or for a fee).**

**d. Describe the present stage of development of the Intellectual Property and any planned/desired next steps for further development.**

**e. Describe how the Intellectual Property improves the field in which it operates or is used.**

---

**5. PUBLIC DISCLOSURE / PUBLICATION PLANS:** A public disclosure includes oral or written disclosures, including without limitation abstracts, presentations at industry or academic meetings, public seminars, publications, or any other disclosure to others outside of HSL who have not signed a confidentiality agreement. Public disclosure may void certain legal rights in the Intellectual Property and/or adversely affect its commercial value.

**a. Identify dates and circumstances of any such disclosures and submit an electronic copy of the disclosed material along with your Intellectual Property Disclosure Form.**

**b. Indicate desired/planned future disclosures or publications.**

---

**6. POTENTIAL LICENSEES:** Provide as much detail as possible.

**a. List any commercial or non-profit entities that may be interested in licensing this Intellectual Property.**

**b. List commercial entities, if any, that you specifically DO NOT want contacted regarding this Intellectual Property and please indicate why.**

*[Continued on next page]*

**6. IDENTIFICATION OF CREATORS AND ASSIGNMENT:**

I hereby declare that all statements in this Intellectual Property Disclosure Form made from my own knowledge are true and that all statements made on information and belief are believed to be true.

Unless my/our work is determined to be a Scholarly Work, which is automatically excluded from this assignment, I/we the undersigned hereby assign all right, title and interest in this disclosed Intellectual Property, including without limitation, any corresponding applications for registrations, all registrations issuing therefrom, patent applications that are filed related thereto, and all letters patent issuing from such applications, anywhere in the world to Hebrew SeniorLife, Inc. in accordance with the HSL Policy on Identifying and Protecting Intellectual Property, and agree to execute all documents and take such action as requested by HSL to effect such assignment and to cooperate with HSL in the protection and commercialization of the disclosed Intellectual Property.

**1. Primary Creator Contact Information:**

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Typed name (first, middle, last):  
Institution (if HSL, list site):  
Depart./Div.:  
Tel.:  
Email:  
Citizenship (required by patent office):  
Home Address (City, State required by patent office):

**Indicate Intellectual Contribution:**

Conception _____	Author _____
Coding _____	Experimental Design _____
Content Creation _____	Brainstorming _____

**2. Additional Creators' Contact Information and Contributions: PLEASE PROVIDE INFORMATION FOR ALL CREATORS. PLEASE PROVIDE ALL CONTACT INFORMATION FOR ALL CREATORS EVEN IF THEY DO NOT SIGN THIS DISCLOSURE FORM. ATTACH ADDITIONAL PAGES IF NECESSARY.**

*As to each Creator below:* I hereby declare that all statements in this Intellectual Property Disclosure Form made from my own knowledge are true and that all statements made on information and belief are believed to be true.

Unless my/our work is determined to be a Scholarly Work, which is automatically excluded from this assignment, I/we the undersigned hereby assign all right, title and interest in this disclosed Intellectual Property, including without limitation, any corresponding applications for registrations, all registrations issuing therefrom, patent applications that are filed related thereto, and all letters patent issuing from such applications, anywhere in the world to Hebrew SeniorLife, Inc. in accordance with the HSL Policy on Identifying and Protecting Intellectual Property, and agree to execute all documents and take such action as requested by HSL to effect such assignment and to cooperate with HSL in the protection and commercialization of the disclosed Intellectual Property.

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Typed name (first, middle, last):  
Institution (if HSL, list site):  
Depart./Div.:  
Tel.:  
Email:  
Citizenship (required by patent office):  
Home Address (City, State required by patent office):

**Indicate Intellectual Contribution:**

<b>Conception</b> _____	<b>Author</b> _____
<b>Coding</b> _____	<b>Experimental Design</b> _____
<b>Content Creation</b> _____	<b>Brainstorming</b> _____

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Typed name (first, middle, last):

Institution:

Depart./Div.:

Tel.:

Email:

Citizenship (required by patent office):

Home Address (City, State required by patent office):

**Indicate Intellectual Contribution:**

<b>Conception</b> _____	<b>Author</b> _____
<b>Coding</b> _____	<b>Experimental Design</b> _____
<b>Content Creation</b> _____	<b>Brainstorming</b> _____

Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Typed name (first, middle, last):

Institution:

Depart./Div.:

Tel.:

Email:

Citizenship (required by patent office):

Home Address (City, State required by patent office):

**Indicate Intellectual Contribution:**

<b>Conception</b> _____	<b>Author</b> _____
<b>Coding</b> _____	<b>Experimental Design</b> _____
<b>Content Creation</b> _____	<b>Brainstorming</b> _____

*Attach sheet as necessary to accommodate additional Creators.*