**OCE VIP – Schedule D – Intellectual Property**

1. **PROJECT DATA AND REPORTS.**
   1. ***Research Data*.** “**Research Data”** means recorded information, regardless of form or the media in which it may be recorded, which constitute the original observations and methods of the Project and the analyses of these original data that are necessary for reconstruction and evaluation of the report(s) of the Project made by the Research Partner. All rights, title and interest toResearch Data shall be owned in accordance with Research Partner policies and collective agreements.
   2. ***Research Reports*. “Research Reports”** means the reports on the progress and findings of the Research project, which the Research Partner’s principal investigator provides to Client in accordance with this Agreement. All rights, title and interest to Research Reports shall be owned in accordance with Research partner’s policies and collective agreements. Research Partner and Principal Investigator hereby grant to Client a royalty-free, non-transferable, non-exclusive license to copy, reproduce and distribute any research reports furnished to the Client under this Agreement. Client may not charge any fees for said research reports, use said research reports for publicity, advertising or promotional activities, or alter or modify said research reports without the prior written permission of the Research Partner.
2. **INTELLECTUAL PROPERTY.**
   1. ***Definitions.***

“**Intellectual Property**” means any new and useful art, invention, discovery, innovation, concept, methodology, model, procedure, manufacturing process, technique and specification, product, formulae, software, manufacture or composition of matter, and any industrial and/or intellectual property rights and all other such rights whether or not statutorily protected or capable of being protected under statute. Intellectual Property does not include Research Data or Research Report as defined herein or the intellectual property rights therein.

“**Background Intellectual Property**” means individually and collectively, all Intellectual Property developed, produced or obtained by a Party prior to the Effective Date or outside the scope of the Project.

“**Arising Intellectual Property**” means, individually and collectively, all Intellectual Property made, conceived, or developed during the Term and directly resulting from the Project carried out under this Agreement.

(b) ***Rights.***

**Background Intellectual Property.**  During the Term of this Agreement, a Party may use Background Intellectual Property developed, produced or obtained by the other Party, and which is disclosed as part of the Project, solely for the purposes of the Project.  Except as explicitly provided in this Agreement, neither Party receives any right to Background Intellectual Property developed, produced, provided or obtained by the other Party.All rights, title and interest in and to Background Intellectual Property developed, produced, provided or obtained by either Party shall remain with that Party.

**Arising Intellectual Property.** All rights, title and interest to any Arising Intellectual Property created solely by Client employees shall be owned by Client according to its policies and employment agreements. All rights, title and interest to any Arising Intellectual Property created solely by Research Partner employees and/or students shall be owned solely by Research Partner according to its policies and employment agreements. All rights, title and interest to any Arising Intellectual Property created jointly by Client employees and Research Partner employees and/or students shall be jointly owned by Client and Research Partner or Research Partner employees/or students according to Research Partner's policies and employment agreements.

**Option to License.**  Subject to full and complete payment by Client of the amounts due under this Agreement, Client is granted an opportunity to exercise a first right to negotiate a license regarding the relevant Arising Research Partner Intellectual Property owned solely or jointly by Research Partner or Research Partner employees and/or students.  Terms of such option to be negotiated upon disclosure of Arising Intellectual Property.

**Teaching and Research.** For greater certainty and without derogating from any other provision in this Agreement, Research Partner may utilize all Arising Intellectual Property for academic purposes or non-commercial research purposes, or both, without any further obligation to the Client.

**3. PUBLICATION.** Notwithstanding Article 9 of Schedule B, the Parties agree that as an institution of higher learning it is part of the Research Partner’s function and policies to disseminate information and to make it available for the purpose of scholarship. The Parties further recognize that the publication of certain technical information may compromise the commercial value of Arising Intellectual Property. Research Partner shall not be restricted from making any publications, including without limitation, presenting at conferences, symposia or professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, the methods and the results of the Project, subject to the following:

At least fifteen (15) days in advance of a proposed presentation at a conference, symposia or professional meeting or thirty (30) days in advance of a proposed publication in an abstract, journal, thesis or dissertation, Client shall be furnished for its review, an outline and associated abstract of any research results which it intends to present or publish. Client shall complete its review within fifteen (15) days from its receipt of the proposed presentation or publication. If Client does not object in writing to such presentation or publication within the review period, it shall be deemed to have agreed to the disclosure and Research Partner shall be free to present the proposed presentation or publish the proposed publication. During the review period, Client may object to such proposed publication or presentation because:

1. there would be an inadvertent disclosure of Client’s Confidential Information;
2. the proposed publication or presentation contains information enabling Arising Intellectual Property which requires legal protection before any public disclosure occurs; or,
3. there would be a violation of privacy rights of individuals.

If Client objects because there would be an inadvertent disclosure of Client’s Confidential Information, at Client’s written request such Confidential Information shall be deleted from the proposed presentation or publication. If Client objects because the proposed presentation or publication contains information enabling Arising Intellectual Property, Research Partner agrees to delay presentation or publication for up to a maximum of ninety (90) days for the purposes of obtaining patent or other intellectual property protection. If a graduate student’s thesis contains subject matter that requires protection, Research Partner retains the right to have graduate student theses reviewed and defended for the sole purpose of academic evaluation in accordance with the Research Partner’s established policies and procedures. If Client objects because there would be a violation of privacy rights of individuals, Research Partner agrees to make appropriate modifications to ensure the privacy rights of individuals are adequately protected.

**4. INSURANCE.** Client and Research Partner shall obtain and maintain comprehensive general liability insurance of not lessthan Five Million Dollars ($5,000,000.00) and any other insurance as the circumstances warrant that a prudent person would deem necessary to cover any liabilities that may arise under this Agreement. Each such insurance policy or policies shall be written by responsible and recognized insurers qualified to do business in the jurisdiction or jurisdictions in which the Party is located and shall name the other Party as an additional insured. A Party shall provide a certificate of insurance as evidence of such coverage if requested by the other Party.