NOTHING CONTAINED IN THIS POLICY OR IN ANY OTHER POLICY CREATES A CONTRACT RIGHT. CONSISTENT WITH SOUTH CAROLINA LAW, ALL EMPLOYEES ARE EMPLOYED "AT WILL," WHICH MEANS THAT THE EMPLOYEE HAS THE RIGHT TO TERMINATE HIS OR HER EMPLOYMENT AT ANY TIME, WITH OR WITHOUT NOTICE OR CAUSE, AND THAT PALMETTO HEALTH RETAINS THE SAME RIGHT. EXCEPTIONS TO THE POLICY THAT ALL EMPLOYEES ARE EMPLOYED "AT WILL" MAY BE MADE ONLY BY WRITTEN AGREEMENT SIGNED BY THE PRESIDENT AND CEO OF PALMETTO HEALTH.

Inventions and Intellectual Property Policy

Effective: 08/04/2015
Reviewed: Not Approved Yet

DEFINITIONS

1. “Creator(s)” shall refer to any individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any Work Product. Creator, as used herein, shall include the definition of an “inventor” under U.S. Patent Law and the definition of “author” under the U.S. Copyright Act.

2. “Palmetto Health’s Resources” refer to the following:
   2.1 Facilities;
   2.2 Personnel (employees and other persons covered by this Policy);
   2.3 Equipment;
   2.4 Information, information systems, and information services;
   2.5 Ancillary services;
   2.6 Resident, nurse, and physician training;
   2.7 Documentation of medical and other procedures;
   2.8 Supplies;
   2.9 Data or biological samples obtained from patients;
2.10 Brand name, trademark, logos, phrases, and reputation;
2.11 Funds from capital or operating accounts, grants, and/or other Palmetto Health sources; and
2.12 Any other tangible or intangible asset of Palmetto Health.

3. “Proceeds” shall include all sums payable as consideration for the transfer of a Work Product or any rights thereto, whether referred to as a royalty, license fee, milestone payment, or otherwise, as well as, upon realization of value, equity interests that may be issued or granted to Palmetto Health.

4. “Work for Hire” shall refer to a copyrightable work either prepared by an employee within the scope of his or her employment, or specifically ordered or commissioned if the parties expressly agree in a signed written agreement that the work shall be considered a work for hire. Scholarly and professional writings of faculty, physicians, attorneys, or other professionals engaged by Palmetto Health are generally not considered by this Policy to fall within the ambit of “Work for Hire.”

5. “Work Product(s)” shall include 1) inventions, discoveries, concepts, developments, original compilations of information, and other intellectual work products that are or may be the subject of a patent, copyright, or trademark or that may constitute a trade secret or other proprietary right, whether created or established by registration or by operation of law; 2) any associated technology (including hardware, software, services, websites, or other designs), methodology, and know-how which is or may be commercially exploitable; and 3) any ancillary product with a potential commercial value (including patient tissue, patient data, and content, such as film, printed material, or other aids derived from the treatment of patients or from the training of physicians). Work Product does not include scholarly writings, subject to review by Palmetto Health prior to publication, in accordance with this Policy.

POLICY SPECIFICATIONS

1. PERSONS COVERED BY THIS POLICY

1.1 Palmetto Health Employees: This Policy covers all persons who are employed by Palmetto Health, including, but not limited to, the following employee categories:
   1.1.1 Clinical staff, including physicians, residents, fellows, nurses, pharmacists, therapists, and other clinical care providers;
   1.1.2 Technical staff, including engineers, programmers, designers, technicians, equipment operators, and other technical staff;
   1.1.3 Administrative staff, including directors, managers, and coordinators; administrative staff in the finance, legal, and quality assurance areas; and other administrative personnel; and
   1.1.4 Research staff, including scientists, research nurses, assistants, and other research personnel.

1.2 Other Persons: This Policy also covers persons who are not employees of Palmetto Health but who are associated with Palmetto Health by contractual arrangement, including, but not limited to, the following:
   1.2.1 Agents;
1.2.2 Physicians who are members of the Medical Staff at any Palmetto Health facility;
1.2.3 Contractors;
1.2.4 Consultants;
1.2.5 Temporary staff; and
1.2.6 Others that agree to be bound by this Policy.

1.3 Conflicts of Interest: It is recognized that the persons covered by this Policy engage in a wide variety of activities with Palmetto Health and other organizations, with or without financial compensation. Accordingly, all individuals covered by this Policy shall fully and promptly disclose to Palmetto Health any potential conflicts of interest which may affect the individual’s duties to Palmetto Health under this Policy or Palmetto Health’s rights under this Policy.

2. RIGHTS OF PALMETTO HEALTH IN THE WORK PRODUCT

2.1 Rights of Palmetto Health
2.1.1 Palmetto Health has a legitimate and sole ownership interest in Work Products, subject to the provisions of this Policy, that are:
2.1.1.1 The result of research or other activities that make use of Palmetto Health’s Resources; or
2.1.1.2 The result of research or other activities that fall within the Creator’s scope of employment or while the Creator is otherwise engaged in the service of Palmetto Health, regardless of whether or not Palmetto Health Resources are used; or
2.1.1.3 Otherwise related to any operations or activities of Palmetto Health, including any work supported by funds that are administered by Palmetto Health.

2.1.2 Additionally, Palmetto Health has sole ownership of any and all marks, including trademarks and service marks, relating to Palmetto Health and its affiliates.

2.2 Rights of the Creator(s)
2.2.1 Palmetto Health asserts no ownership interest in any Work Product(s) that are:
2.2.1.1 Developed without the use of Palmetto Health’s Resources; and
2.2.1.2 The result of research or other activities that fall outside of the Creator’s scope of employment and while the Creator was not otherwise engaged in the service of Palmetto Health; and
2.2.1.3 Otherwise unrelated to the operations or activities of Palmetto Health, unless supported by funds that are administered by Palmetto Health.

2.3 Rights of a Third Party: In the event that the Work Product is jointly created using Palmetto Health’s Resources and funding, facilities, or other resources provided by a third party or during a time when the Creator was accountable to a third party for his or her time, that third party may be entitled to an ownership interest in or to share in the proceeds of the Work Product. With respect to such Work Products, appropriate arrangements will be made by Palmetto Health with the third party to determine the ownership of and the sharing of any proceeds which may result from commercialization of such Work Product.
2.4 *Works for Hire:* Ownership of Work Product(s) created as a Work for Hire will be determined in accordance with any separate written agreement between Palmetto Health and the Creator(s) of the Work Product(s), or if there are none, then ownership of the Work Product(s) will vest in Palmetto Health.

3. **DISCLOSURE OF WORK PRODUCT(S)**

3.1 *Creator’s Responsibility to Disclose:* In order for Palmetto Health to identify, protect, and commercialize Work Products developed or otherwise created by its employees, contractors, and other covered individuals, it is the obligation of each person covered by this Policy to promptly and fully disclose to Palmetto Health any potential Work Product as soon as such person(s) become aware that a Work Product may result from their research or other activities.

3.2 *Disclosures Involving a Third Party(ies):* Whenever it appears that a Work Product may be created pursuant to an arrangement proposed to be entered between a person covered by this Policy and a third party(ies), such person shall be bound by the terms of this Policy. Such person shall promptly disclose his or her proposed arrangement to Palmetto Health in such detail as Palmetto Health may request. Further, Palmetto Health may participate in the negotiations with the third party(ies).

3.3 *Palmetto Health’s Responsibilities upon Disclosure*

3.3.1 When a disclosure as required by this Article IV has been made, Palmetto Health shall decide as soon as reasonably practicable whether or not it intends to:

3.3.1.1 Seek a patent, copyright, trademark, or other protection;
3.3.1.2 Undertake the commercial exploitation of the disclosed Work Product; and/or
3.3.1.3 Release all or part of the Work Product to the Creator(s).

3.3.2 In the event Palmetto Health decides to release a Work Product to the Creator(s), such release shall only be effective upon an express written release, signed by an authorized signatory on behalf of Palmetto Health. Any such release shall include and be subject to an irrevocable, non-exclusive, non-transferable, worldwide, fully paid-up license to Palmetto Health and its affiliates to make, use, execute, display, perform, distribute, sell, and copy such Work Product and any derivative works or improvements prepared or created by Palmetto Health based upon such Work Product in the course of its activities. Additionally, any such release shall also include and be subject to an irrevocable, non-exclusive, non-transferable, worldwide, fully paid-up license to Palmetto Health and its affiliates to have third parties make, use, execute, display, perform, distribute, sell, copy, and prepare such Work Product or any derivative works or improvements based upon such Work Product solely for Palmetto Health and its affiliates in the course of activities of Palmetto Health and its affiliates.

4. **COMMERCIAL DEVELOPMENT OF THE WORK PRODUCT**

4.1 *Palmetto Health’s Option to Seek Protection and/or to Commercialize:* Once Palmetto Health has given notice of its intention to seek protection and/or to participate in the commercial exploitation of the Work Product disclosed to it in accordance with Article
Inventions and Intellectual Property Policy

IV of this Policy, it shall assume the responsibility for the same and shall provide, at its own expense, the necessary professional services required for the preparation, filing, prosecution, and maintenance of any application for domestic or foreign patent or for any copyright registration and/or for the negotiation and preparation of any license or other agreement for the protection and commercial exploitation of such Work Product.

4.2 Protection and/or Commercialization of Jointly-Created Work Product(s): Where a Work Product has been created jointly with a third party(ies), the protection, promotion, and commercial exploitation of such Work Product shall be undertaken jointly by Palmetto Health and the third party(ies). Further, the sharing of any proceeds that may be generated from the commercialization of such Work Product will be negotiated by way of a separate agreement between Palmetto Health and the third party(ies).

4.3 Creator’s Responsibilities in Pursuing Commercial Exploitation of the Work Product

4.3.1 Assignment of Work Product and Cooperation: Creators covered by this Policy shall execute the necessary documents, including an assignment of all rights, title, and interest in such Work Product to Palmetto Health, for the implementation of Articles V.A and V.B. Further, the Creator(s) shall cooperate with Palmetto Health and its counsel in the preparation and filing of an application(s) for patent and/or copyright registration, in negotiations with a third party(ies) to enter into a license or other agreement(s) to further the commercial exploitation of such Work Product, and in the identification and solicitation of appropriate third parties to enter into such agreements.

4.3.2 Protection of Trade Secrets

4.3.2.1 Palmetto Health shall have the right to prohibit oral or written publication of trade secrets contained in any Work Product that the Creator has an obligation to disclose to Palmetto Health under Article IV of this Policy. The Creator may be required to enter into a confidentiality agreement with Palmetto Health with respect to any such trade secrets that Palmetto Health decides to undertake commercial exploitation of and for which a decision has been made not to seek patent protection.

4.3.2.2 In the event that the Creator is requested or required by a third party to enter into a confidentiality or non-disclosure agreement, the Creator must submit such agreement to Palmetto Health for its review prior to execution by the Creator or Palmetto Health, as may be appropriate.

4.3.3 Publication Disclosure: In order to protect Work Products, including the preservation of patent rights and other intellectual property rights in certain foreign countries, which may be lost upon any public disclosure prior to the filing of a patent application in the United States, the Creator shall submit to Palmetto Health early drafts of all papers, articles, abstracts, oral disclosures, or Internet-based disclosures related to such Work Product that the Creator intends to publish or disclose orally or on the Internet at least sixty (60) days prior to the publication or disclosure thereof and agrees to be bound by the “Publications/Paid Promotions” policy and the Publication/Presentation of Research Results, regardless of Creator’s affiliation.
5. ALLOCATION OF THE PROCEEDS OF THE WORK PRODUCT

5.1 *Proceeds Received:* Any Proceeds received by Palmetto Health as a result of the commercialization of a Work Product shall be first applied to unreimbursed costs incurred by Palmetto Health directly associated with the commercialization, and protection of such Work Product. Commercialization costs may include the cost for preparing, negotiating, and executing a licensing agreement or other agreements with third parties. Protection costs may include the cost for preparation, filing, prosecution, maintenance, and protection of a patent, patent application, copyright registration, or copyright application.

5.2 *Co-Developed and/or Co-Owned Work Products:* In the event the Work Product was co-developed and/or is co-owned with a third party, the Proceeds may be shared with such third party in accordance with a separate joint-development or commercialization agreement.

5.3 *Net Proceeds:* Of the remaining amount (“Net Proceeds”), the initial $10,000 shall be distributed 100% to the Creator(s). Any Net Proceeds in excess of $10,000, in the aggregate, shall be distributed 40% to the Creator(s) and 60% to Palmetto Health. Any Proceeds that are distributed to Palmetto Health may be applied to its general purposes in its sole discretion.

6. POST-ASSOCIATION OBLIGATION

The ownership provisions of Article III of this Policy shall remain in effect for a time period of six (6) months following any termination of an individual’s relationship with Palmetto Health, if such individual was covered by this Policy prior to the termination of the individual’s relationship with Palmetto Health.

7. AMENDMENTS TO THIS POLICY

This Policy may be amended by Palmetto Health at any time. If any part of this Policy shall, for any reason, be declared invalid, the remaining portions of this Policy shall remain in full force and effect.

APPROVED: Raymond, James (Chief Med and Academic Officer)
DATE: 08/04/2015