

## INTELLECTUAL PROPERTY POLICIES AND PROCESSES

### **1.0 Preamble to the Intellectual Property Policies and Processes**

The Mount Sinai Health System (“MSHS”) engages in basic and applied research for the purpose of advancing healthcare and wellbeing, to further understanding of the mechanisms of disease, and to improve the diagnosis, prevention, prognosis, and treatment of disease.

MSHS encourages members of its community to publish, disclose, and discuss the results of such research to serve the public interest and advance knowledge in their respective fields. Prompt and open dissemination of research findings is essential to the fulfillment of the MSHS's commitment to excellence in education, research, and patient care.

MSHS encourages development of the results of its research for public benefit and will endeavor to secure intellectual property protection for such results when it determines that securing such protection is deemed to be appropriate to promote further development and commercialization of such results.

MSHS is an educational non-profit organization dedicated to utilizing its resources to serve the public interest. All members of the MSHS community share in this responsibility, and as such, have a duty to disclose and assign all intellectual property they generate to the MSHS in accordance with this Policy, and to abide by all related processes.

MSHS receives funding in the form of grants and contracts from government, non-profit and for-profit entities to support research and other activities, and is subject to the legal and contractual obligations associated with such funding.

The intellectual property policies and processes described herein serve to ensure that the MSHS’s mission is advanced and its legal and contractual obligations are fulfilled.

Questions about intellectual property should be directed to Mount Sinai Innovation Partners.

### **1.1 Definitions**

“Commercial Work” has the meaning set forth in Section 1.3A (i-iv) and 1.3B.

“Equity” means any direct or indirect ownership interest in a separate entity. This includes, without limitation, any such interest in common stock, preferred stock, warrants, options, convertible stock, or similar instruments. It further includes, without limitation, any membership interest in limited liability companies, limited partnerships, or similar entities.

“Incidental Use” of MSHS resources and/or facilities means the infrequent and de minimis use of MSHS office supplies, library resources, standard commercially-available software (e.g. Microsoft Office) on desktop or laptop computers, or other resources on the MSHS campuses which are commonly available in non-MSHS locations. It is the sole right of the MSHS to determine whether more than Incidental Use of resources and/or facilities has occurred.

“Individual Work” has the meaning set forth in Section 1.3B.

“Inventor Share” means the portion of consideration received by the MSHS for an intellectual property related contract that will be distributed to applicable inventors.

“Inventors Sharing Agreement” has the meaning set forth in Section 1.5J.

“Mount Sinai Health System” or “MSHS” means, individually or collectively, Icahn School of Medicine at Mount Sinai, The Mount Sinai Hospital, Mount Sinai Hospital Groups, Inc., Beth Israel Medical Center, The St. Luke’s-Roosevelt Hospital Center, The New York Eye and Ear Infirmary, or the then-current name of each of the foregoing, and/or any future member/entity controlled directly or indirectly by the Mount Sinai Health System.

“MSHS Member” means all faculty, employees, post-doctoral fellows, trainees, and student employees of any entity in the MSHS. MSHS Member also includes any individuals who are participating in, or engaged in research projects through the MSHS (including but not limited to, visiting faculty, industry personnel, volunteers, visitors, and other persons).

“MSIP” means Mount Sinai Innovation Partners.

“Scholarly Work” has the meaning set forth in Section 1.3B.

“Tangible Research Property” means tangible (corporeal) items produced by or on behalf of an MSHS Member in accordance with Section 1.4A. Tangible Research Property includes, but is not limited to, biological materials, chemicals, engineering drawings, data, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and/or equipment, in each instance if any of the foregoing are not protectable by patents, copyrights, or trademarks.

## **1.2 Inventions and Patents**

This Section 1.2 addresses the disclosure and assignment of ownership of potentially patentable intellectual property.

- A. MSHS owns all inventions conceived or reduced to practice, or otherwise made by an MSHS Member:
- i. in the course or scope of their MSHS employment;
  - ii. with more than Incidental Use of MSHS resources or facilities;
  - iii. using funds administered by the MSHS; or
  - iv. under a consulting agreement that does not conform to the MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.
- B. This Policy applies to all MSHS Members.
- i. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. By virtue of their relationship with the MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
    - a. shall cooperate fully with the MSHS regarding all aspects of intellectual property protection, development, and licensing; and
    - b. do hereby irrevocably assign to the MSHS all right, title, and interest in inventions and related intellectual property falling within the scope of Section 1.2A including, but not limited to, patents, copyrights, or trademarks. This assignment is effective as of the first date of an MSHS Member’s employment, matriculation, participation in research, or use of the MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.

- ii. The Policy does not apply to intellectual property generated in the delivery of clinical care by voluntary non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if such intellectual property is generated outside of the delivery of clinical care by such clinicians utilizing any funds administered by the MSHS or with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 1.2B(ii) shall not apply such intellectual property.
- C. Pursuant to Section 1.5, the MSHS will share financial consideration it receives from transactions related to intellectual property falling under Section 1.2A.
- D. In the event that the MSHS hires and/or engages non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to develop intellectual property, a written agreement must be in place requiring any non-MSHS Member to agree that such intellectual property is solely owned and assigned to MSHS.
- E. MSHS has the sole authority to make decisions regarding intellectual property it owns and MSIP has been delegated to make and administer these decisions. If MSIP decides not to pursue patenting, copyrighting, licensing, or otherwise commercialize the foregoing, or if the MSHS decides to discontinue such efforts, and the MSHS Member inventor desires to independently pursue commercial development of the intellectual property, such inventor may request to license the intellectual property and MSIP will reasonably consider such request.

### **1.3 Copyright**

This Section 1.3 addresses the disclosure and assignment of ownership of potentially copyrightable intellectual property.

- A. MSHS owns all works authored by an MSHS Member:
  - i. in the course or scope of their MSHS employment;
  - ii. with more than Incidental Use of MSHS resources or facilities;
  - iii. using funds administered by the MSHS; or
  - iv. under a consulting agreement that does not conform to the MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.
- B. Works fulfilling any criteria of Section 1.3A (i-iv) are Commercial Works. Commercial Works specifically exclude copyrightable works that are authored outside of the course or scope of employment and with no more than Incidental Use of MSHS resources or facilities, and with no use of funds administered by the MSHS (“Individual Works”). Commercial Works further exclude the actual publication of any copyrightable work that is authored by any MSHS Member that is submitted and accepted for scholarly publication, such as a journal article, poster presentation or a text book (“Scholarly Works”).
- C. This Policy applies to all MSHS Members.
  - i. Copyright is the ownership and control of the intellectual property in original works of authorship, which are subject to copyright law. It is the policy of MSHS that all rights in Scholarly Works and Individual Works shall remain with the author. MSHS retains the final right to determine if a copyrightable work is a Scholarly Work, an Individual Work, or a Commercial Work. All Commercial Works are owned by the MSHS.

- ii. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. By virtue of their relationship with the MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
    - a. will cooperate fully with the MSHS regarding all aspects of intellectual property protection, development, and licensing; and
    - b. do hereby irrevocably assign to the MSHS all right, title, and interest in inventions and related intellectual property falling within the scope of Section 1.3A including, but not limited to, patents, copyrights, or trademarks. This assignment is effective as of the first date of an MSHS Member's employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.
  - iii. The Policy does not apply to intellectual property generated in the delivery of clinical care by voluntary non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if such intellectual property is generated outside of the delivery of clinical care by such clinicians utilizing any funds administered by the MSHS or with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 1.3C(iii) shall not apply such intellectual property such intellectual property.
- D. Pursuant to Section 1.5, the MSHS will share financial consideration it receives from transactions related to intellectual property falling under Section 1.3A. For the purposes of this Policy, the word "authors" as used for potentially copyrightable works shall be the same as "inventors" as used for potentially patentable intellectual property.
- E. Where applicable, Commercial Works are works for hire under Federal copyright law. Examples of Commercial Works include, but are not limited to, websites, software, source code and documentation, courseware, and databases.
- F. In the event that the MSHS hires and/or engages non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to generate or prepare potentially copyrightable works, such as reports, computer software, architectural or engineering drawings, illustrations, designs, or artistic works, a written agreement must be in place with such non-MSHS Member acknowledging that such works are works-for-hire under the Copyright Act and solely owned and assigned to the MSHS and, to the extent they are not works-for-hire under the United States Copyright Act of 1976, such works are nonetheless assigned to and solely owned by the MSHS.
- G. Original course materials developed by the MSHS Members for teaching and educational purposes at the MSHS belong to the MSHS Member authoring such work. Notwithstanding the foregoing, if more than Incidental Use of MSHS resources are utilized in the creation of such course materials or if course materials are created for any use beyond teaching and education purposes at the MSHS, the MSHS reserves the right to own such original course materials, and if the MSHS asserts ownership, the MSHS Member hereby assigns to the MSHS, any such materials and/or the form of media conveying the content of such materials (e.g. video or sound recordings of a class or a lecture). With respect to videotaping or otherwise recording course content, every practical effort must be made to obtain written consent from anyone who will appear in the final program; consent to proceed with the videotaping must be obtained from the Dean of the Graduate School, the Dean for Medical Education and/or the Dean of the Icahn School of Medicine at Mount Sinai; and all regulatory requirements must be satisfied. Furthermore, prior to distribution outside of the MSHS, permission must be obtained from the Dean of the Graduate School and of the

Icahn School of Medicine at Mount Sinai. If the MSHS collaborates with a third party to provide online course content for distance learning or other purposes, the MSHS Members are expected to cooperate with the third party's requirements to enable such activities. For clarity, software developed by an MSHS Member for use in the presentation of educational content is owned by the MSHS under this Section 1.3.

- H. MSHS has the sole authority to make decisions regarding intellectual property it owns and MSIP, in close coordination with institutional leadership, has been delegated to make and administer these decisions. If MSIP decides not to pursue patenting, copyrighting, licensing, or otherwise commercialize the foregoing, or if the MSHS decides to discontinue such efforts, and the MSHS Member inventor desires to independently pursue commercial development of the intellectual property, such inventor may request to license the intellectual property and MSIP will reasonably consider such request.

#### **1.4 Tangible Research Property**

This Section 1.4 addresses the disclosure and assignment of ownership and distribution of Tangible Research Property.

- A. MSHS owns all Tangible Research Property if created by an MSHS Member:
  - i. in the course or scope of their MSHS employment;
  - ii. with more than Incidental Use of the MSHS resources or facilities;
  - iii. using funds administered by the MSHS; or
  - iv. under a consulting agreement that does not conform to the MSHS policies relating to consulting including, without limitation, the MSHS Policy on Financial Relationships with Outside Entities.
- B. This Policy applies to all MSHS Members.
  - i. All intellectual property that is the subject of this Policy is owned by the MSHS.
  - ii. All MSHS Members shall sign the MSHS Intellectual Property Assignment Agreement. By virtue of their relationship with the MSHS, all MSHS Members acknowledge that they are bound by this Policy and agree that they:
    - a. shall cooperate fully with the MSHS regarding all aspects of intellectual property protection, development, and licensing; and
    - b. do hereby irrevocably assign to the MSHS all right, title, and interest in inventions and related intellectual property falling within the scope of Section 1.4A including, but not limited to, patents, copyrights, or trademarks. This assignment is effective as of the first date of an MSHS Member's employment, matriculation, participation in research, or use of MSHS resources, facilities, or funds, whichever occurs first, regardless of whether such MSHS Member has at that time, or since, executed the MSHS Intellectual Property Assignment Agreement.
  - iii. The Policy does not apply to intellectual property generated in the delivery of clinical care by voluntary non-salaried clinicians exclusively utilizing MSHS clinical facilities. Notwithstanding the foregoing, if such intellectual property is generated in the performance of research by such clinicians utilizing any funds administered by the MSHS or with more than Incidental Use of any other MSHS resources or facilities, the exclusion under this Section 1.4B(iii) shall not apply such intellectual property.
- C. Tangible Research Property is separate and distinct from intangible (or intellectual) property such as patents, copyright and trademarks, although MSIP may determine that individual items of Tangible Research Property may be associated with one or more intangible properties such as a patent, copyright or trademark.

- D. Tangible Research Property for which the MSHS may hire and/or engage non-MSHS Members (including, without limitation, contractors, consultants, or service providers) to develop must be under a written agreement requiring any non-MSHS Member to agree that such intellectual property is solely owned and assigned to the MSHS.
- E. Pursuant to Section 1.5, the MSHS will share financial consideration it receives from transactions related to intellectual property falling under Section 1.4A.
- F. It is MSHS's policy to promote the prompt and open exchange of Tangible Research Property with academic scientific colleagues outside of the immediate laboratory under a material transfer agreement and/or data transfer agreement negotiated and approved by MSIP. Any proposed transfer of Tangible Research Property to industry or other commercial entity must occur under an agreement negotiated and approved by MSIP, and such agreement may include payments to MSHS by the party to receive such Tangible Research Property, which will be treated as consideration received under Section 1.5.

### **1.5 Equity, Investment, and Distribution**

This Section 1.5 addresses consideration received with respect to intellectual property.

- A. This distribution policy is applicable to all licenses or agreements with an effective date on or after April 18, 2016 and is not retroactive to licenses or agreements executed prior to such date regardless of the disclosure date of the intellectual property to MSIP.
- B. Consideration received from an intellectual property related transaction will be allocated in the following manner:
  - i. Deductions from gross consideration include, in the following order:
    - a. Fifteen percent (15%) deducted for institutional overhead;
    - b. previously unrecovered out-of-pocket expenses related to the protection, defense, commercialization, or licensing of intellectual property, including reserves held for identified and anticipated near or long term expenses;
    - c. previously unrecovered investment made in intellectual property as described in Section 1.5C;
    - d. payments due any third party, although certain contractual obligations to a third party may supersede the order of deductions taken above.
  - ii. After deductions as outlined in Section 1.5B(i) are taken, the remaining consideration will be distributed pursuant to this Section 1.5B(ii) on either (a) a lifetime, cumulative, per license basis for transactions that include potentially patentable or potentially copyrightable intellectual property and/or involve exclusive rights to the applicable intellectual property (i.e. consideration will be distributed on a license-by-license basis), or on (b) a lifetime, cumulative aggregate basis for all other transactions that do not include potentially patentable or potentially copyrightable intellectual property and/or only involve non-exclusive rights to the applicable intellectual property (i.e. the total lifetime consideration received from all licenses, in the aggregate, related to the relevant intellectual property):
    - a. For the first \$1,000,000:
      - 50% to the inventor or distributed in accordance with the Inventors Sharing Agreement
      - 45% to the MSHS

- 5% to the laboratory of the inventor or author in which such intellectual property was generated, during such time that they are employed at the MSHS to support the ongoing non-salary research activities of such inventor or author.
- b. For any consideration in excess of \$1,000,000:
- 33.3% to the inventor or distributed in accordance with the Inventors Sharing Agreement
  - 61.7% to the MSHS
  - 5% to the laboratory of the inventor or author in which such intellectual property was generated, during such time that they are employed at the MSHS.
- C. If the MSHS decides to make an investment specifically for the advancement, development or creation of intellectual property, such investment will be governed by a written agreement between MSIP and the MSHS Member whose research and/or intellectual property is the subject of such investment.
- D. For Intellectual property that is not disclosed to the MSHS in a timely manner and the creation of which cannot be attributed to specific inventors, any financial consideration received by the MSHS from a third party in exchange for rights to such intellectual property will not be distributed under Section 1.5B of this Policy.
- E. Other than the exception described in Section 1.5F, when the MSHS accepts equity in a company as partial consideration for a license or other intellectual property related transaction, it shall take all equity, including any inventor or founders share, in the name of the MSHS. MSHS will make all decisions regarding equity disposition; the inventor(s)' sole right being the receipt of his or her allocated share of such equity or its cash equivalent at such time and in such form as the MSHS shall deem appropriate. Distribution of equity or its cash equivalent will take into account any legal or relevant restrictions and be subject to the allocations described in Sections 1.5B.
- F. Subject to any legal or contractual restrictions and only at the time such equity is issued to the MSHS, MSHS, at the request of the applicable MSHS Member(s), and consent by the MSHS not to be unreasonably withheld, will enable the MSHS Member to receive Inventors Share of equity at the time such equity is issued to the MSHS. Any such arrangement will be subject to the following provisions:
- i. deductions under Section 1.5B(i) will not be taken prior to distribution of the applicable Inventors Share of equity to the inventor;
  - ii. the full amount of distribution of such equity will be treated as consideration distributed under 1.5B(ii)(b) (e.g. 33.3% distribution will apply, regardless of the value of such equity at the time); and
  - iii. the inventor or inventors receiving equity under this Section 1.5F will not be entitled to receive any future distribution of equity or further distribution of the cash value of equity held by the MSHS upon liquidation of such equity, such portion being retained fully by the MSHS.
- G. MSHS shall distribute cash proceeds, upon conversion of equity to cash, in accordance with the schedules and formulas established in this Policy, or other relevant policies, recognizing the inventor(s)' equity distributions, if any, already made pursuant to Section 1.5F.

- H. If an inventor also receives consideration directly from a company to which the MSHS is entering or has entered into a license or other intellectual property-related transaction, MSHS reserves the right to reevaluate and modify the portion of Inventors' Share to which such individual may be entitled.
- I. MSHS will retain the Inventors Share and/or allocation under any of the following conditions:
  - i. if an MSHS Member waives participation in all or part of their Inventors Share,
  - ii. there is no laboratory associated with the inventor or author; or
  - iii. when an MSHS Member whose laboratory receiving the 5% allocation from Section 1.5C is no longer an MSHS Member.
- J. MSIP's goal is to complete distributions within sixty (60) days of MSIP receiving any payment from a third party. However, MSIP may establish a later goal for distributions for gross payments amounting to less than \$10,000 which shall be distributed at either the end of the calendar year or when annual aggregate revenue relating to such intellectual property reaches \$10,000.
- K. In cases where a license or other agreement involves intellectual property with multiple inventors or involves multiple patents, the MSHS Members who are the inventors or authors as the case may be, must attempt to reach agreement on the fair and equitable distribution of the Inventor Share of any consideration, which shall be memorialized by a signed agreement submitted to MSIP providing the division of the Inventor Share amongst the MSHS Members ("Inventors Sharing Agreement"). In the event that such agreement cannot be achieved, any one or more of the inventors can so notify the Vice President of MSIP, who will then request the Dean to form a committee of the faculty to make an appropriate recommendation with input from MSIP which, with the Dean's approval, will be binding on the inventors. Should this committee be unable to reach an agreement, the consideration to be distributed to the inventors will be disbursed as if all inventors have made an equal contribution to the respective intellectual property and all intellectual property that is part of the license has equal economic importance.

## **1.6 Miscellaneous Provisions and Processes**

MSHS will manage intellectual property through MSIP, the department responsible for facilitating the development and licensing of MSHS intellectual property for public benefit while securing a fair and equitable financial return for the MSHS in accordance with the following processes.

- A. Intellectual Property Disclosure and Evaluation:
  - i. All intellectual property subject to the Policies described herein must be promptly disclosed to MSIP. The disclosure must be comprehensive and complete, and the MSHS strongly encourages inventors to disclose intellectual property to MSIP no fewer than thirty days prior to the earliest anticipated public disclosure or publication of such intellectual property. Failure to fully describe the intellectual property and/or to provide MSIP with sufficient time to perform an evaluation and formulate a patent and commercialization strategy may jeopardize the MSHS's ability to obtain meaningful intellectual property protection and its subsequent ability to commercially advance valuable assets. The disclosure must name any person believed to be an inventor or author to the best of the knowledge of the person making the disclosure.
- B. Commercial Development and Partnering:



- i. Should MSIP decline or abandon the pursuit of intellectual property protection or partnering for commercial development as described in Sections 1.2D and 1.3I, MSIP will notify the applicable inventors of its determination, and MSIP will reasonably consider a request from such inventor(s) for a license to independently pursue commercialization. Any such license will be conditioned upon, at least, the following requirements:
  - a. Satisfaction of any obligations to sponsors of the underlying research;
  - b. Grant to the MSHS of an irrevocable, perpetual, royalty-free, nonexclusive, sublicenseable worldwide right and license to use the intellectual property for research, education and clinical care purposes;
  - c. Limitations on the MSHS's liability and indemnity;
  - d. Warranty that the MSHS Members have disclosed to MSIP all facts and circumstances relevant to assessing the intellectual property to the best of their knowledge in accordance with 1.6 A (i); and
  - e. Reporting obligations to provide to MSIP with a copy of any agreements containing milestone, royalty, equity or other remuneration in exchange for access to the intellectual property and the right of MSHS to perform audits in a manner customary with prevailing market practices.
- C. While the Policies contained herein are focused on intellectual property that may be protectable by patents or copyrights, whether or not such patent or copyright protection is actually sought or obtained, as well as on Tangible Research Property, there are other forms of intellectual property that may be generated by MSHS Members. These include, but are not limited to, trademarks, servicemarks, proprietary or confidential information, and commercially valuable know-how. MSHS owns all such intellectual property and is responsible for determining the commercial value of these assets, and the policies contained herein are applicable as deemed appropriate by MSIP.
  - i. MSIP must be consulted for information about registration, protection, and use of marks covering intellectual property made by an MSHS Member, whether or not the contemplated mark incorporates the MSHS name, logo, or symbol.
  - ii. MSHS Members are under the obligation to maintain the proprietary and/or confidential nature of such information. MSIP must be consulted prior to disclosure of proprietary or confidential information or commercially valuable know-how generated by an MSHS Member to any non-academic third party.
- D. Consideration received by the MSHS under any service, research, or other agreements in exchange for granting outside entities access to, or rights in, any MSHS intellectual property assets created or assembled primarily for use in internal research and patient care, or which fall within the scope of Section 1.3G, will not be subject to any distribution of consideration under Section 1.5 of this Policy.
- E. Consulting:
  - i. All consulting agreements must comply with the MSHS [Policy on Financial Relationships with Outside Entities](#) and all associated Conflict of Interest Office ("COI") processes. Consulting agreements must be reviewed and approved in accordance with COI Office practices. Any consulting agreement that does not conform to the posted approval process (see [Review and Approval of Arrangements with Outside Entities](#)) is a violation of the employment agreement, and may further be a violation of other MSHS policies.
  - ii. MSHS recognizes that the MSHS Members may have consulting agreements that might result in the generation of new intellectual property. MSIP must be informed of any intellectual property generated in the absence of a consulting agreement, or if under a consulting agreement such intellectual property meets the criteria of Section 1.2A, 1.3A, or 1.4A, or if there was:

- a. any use of MSHS confidential or proprietary information;
- b. more than Incidental Use of MSHS resources or facilities; or
- c. any use of funds administered by MSHS.

F. Conflict of Interest

- i. Any form of income received by an MSHS Member (or Related Person as defined by the [Policy on Financial Conflicts of Interest in Research](#)), resulting from an intellectual property related transaction, including equity, is subject to the applicable MSHS, federal, state, and municipal laws, rules and regulations.

G. Interpretation and Oversight:

- i. All policies, rules, guidelines, processes, and other practices of the MSHS regarding intellectual property shall be subject to applicable federal, state, and municipal laws, rules and regulations including, without limitation rules and regulations of the National Institutes of Health and other Federal sponsors for research. To the extent that inconsistencies develop between MSHS policies and applicable laws and regulations, the latter shall prevail and MSHS policy shall be revised to conform to the applicable laws.
- ii. Section references contained herein are to the sections within this Policy unless otherwise specified.
- iii. All disputed issues that cannot be resolved with the assistance of MSIP will be referred by MSIP to the appropriate institutional official. For disputes related to the interpretation of intellectual property policies and processes described herein, the Dean of the Icahn School of Medicine at Mount Sinai shall have the final authority to resolve.
- iv. The Vice President, MSIP shall be the MSHS Officer with oversight of MSIP. The Technology Transfer Subcommittee of the Research and Education Policy Committee of the Board of Trustees of MSHS will liaise with the Vice President, MSIP in oversight of MSIP.
- v. Unless the context of any section clearly requires otherwise, references to the plural include the singular, the singular the plural, and the part the whole.
- vi. This policy is effective as of April 18, 2016 and may be modified or changed from time to time.
- vii. Interpretation, modification or waivers of any of the provisions of this Policy may be implemented by the Dean of the Icahn School of Medicine at Mount Sinai or the Dean's designee, or, if the matter is unrelated to the Icahn School of Medicine at Mount Sinai, the President or the President's designee will have the sole authority to grant the foregoing.