



<b>LifeBridge Health, Inc. Policy and Procedures</b>	<b>Facility: All Effective Date: 06/2022 Expiration Date: 06/2025</b>
<b>Approvers:</b> Neil Meltzer, CEO LifeBridge Health, Inc.; Jason Weiner, SVP, General Counsel, LifeBridge Health, Inc.; David Krajewski, EVP, CFO LifeBridge Health, Inc.; Daniel Blum, SVP, LifeBridge Health, Inc., President Sinai Hospital of Baltimore, Inc., Grace Medical Center, Inc.	

**SUBJECT:** Intellectual Property Policy

**SCOPE:** All wholly owned LifeBridge Health facilities and their employees

**PURPOSE:** This policy is designed to encourage inventorship, promote the development of research and discoveries for the benefit of the public, facilitate the efficient transfer of knowledge and technology from LBH in support of the public interest, and attract resources for the support of LBH programs.

**DEFINITIONS:**

1. “Copyrightable Work” means any original work of authorship that is fixed in any tangible medium of expression, including, but not limited to: journal articles and scholarly or scientific papers; books; photographs; drawings and diagrams; Software; visual, audio, or audio-visual work; audio files; and web content, including text, images, and multimedia of any kind.
2. “Covered Person” means any person receiving a salary or other consideration, directly or indirectly, from LBH for performing services at and/or on behalf of LBH, either as an employee or independent contractor, and whether on a part-time or full-time basis.
3. “Equity” means stock, stock options, warrants, or similar ownership interests.
4. “Intellectual Property” means all Inventions, patents, Copyrightable Works, Trademarks, Materials, and other intellectual or intangible property, including but not limited to: data; research notebooks and tools; research reports and documents pertaining thereto; algorithms and analytics formulas, including deep learning and artificial intelligence applications; and efforts directed toward quality improvement in patient care, such as checklists, questionnaires, and protocol designs.

5. “Invention” means any creation, innovation, enhancement, improvement, alteration, approach, or process, in the form of composition of matter, design, device, manufacture, or method, that is made, conceived, or reduced for any purpose, whether or not patentable.
6. “Inventor” means any Covered Person who materially participates in making, conceiving, or reducing to practice any Intellectual Property.
7. “LBH” means LifeBridge Health, Inc., and any of its subsidiaries.
8. “LBH Expenses” means the out-of-pocket costs attributable to protection of Intellectual Property such as patenting, copyrighting, marketing, and other related expenses incurred by LBH relating to the Intellectual Property, including attorneys’ fees and any obligations to third-party sponsors, co-owners, and/or co-inventors of such Intellectual Property. LBH Expenses do not include payment of salary to the Inventor(s), incidental laboratory expenses incurred by Inventor(s), or startup costs related to the development of Intellectual Property.
9. “LBH Facility” means any property owned or leased by LBH or its wholly owned affiliates. Notwithstanding, for purposes of this Policy, the Bio-Incubator shall not be considered an LBH Facility.
10. “Legal Department” means LBH’s Legal Department.
11. “Materials” means chemical and biological materials including but not limited to reagents, proteins, genes, gene products, DNA probes, vectors, cell lines, transgenic animals and human or animal blood and tissue samples; devices; instruments; equipment; or other tangible objects.
12. “Net Revenue” means all income received by LBH from its commercialization efforts, less the LBH Expenses.
13. “President” means the President of LBH.
14. “Innovation Department” means LBH’s Department of Innovation.
15. “Resources” means LBH funds, personnel, facilities, tangible and intangible materials, or other resources owned or administered by LBH.
16. “Software” means computer or computer-based materials in the broadest sense, including but not limited to computer programs, user interfaces, users’ manuals, and other accompanying explanatory materials or documentation, mask works, firmware, and computerized databases. Software includes, for example, microcode, subroutines, operating systems, high level languages, and application programs in whatever form expressed (e.g., machine or assembly language, source, or object code) or embodied (e.g., chip architecture, ROM, disk or tape storage, or program listing). While some materials defined here as Software may not be covered by United States copyright laws (mask works, for example are protected separately under the Semi-Conductor Chip Protection Act), for convenience all Software is treated as Copyrightable Works for purposes of this Policy.

17. “Trademark” means a word, phrase, symbol, and/or design associated with a specific good or service. Trademark includes trademarks and service marks, whether registered or not, used or intended to be used to identify LBH or the services provided by LBH.

## **PROCEDURE:**

### **I. Ownership of Intellectual Property**

#### Intellectual Property, Generally

Except as otherwise set forth in this Policy, LBH owns all Intellectual Property discovered, created, or developed by a Covered Person who utilizes Resources in the discovery, creation, and/or development of such Intellectual Property, and Covered Persons hereby assign and agree to assign such Intellectual Property to LBH. In the event that a Covered Person and LBH are parties to an agreement that contains rights and obligations related to Intellectual Property, and there exists a conflict between that agreement and this Policy, the agreement will control and govern the rights and obligations of the parties. LBH has the right to require that a Covered Person execute a further agreement to confirm LBH’s ownership of the Intellectual Property and any related terms. Failure of a Covered Person to sign such agreement does not affect the applicability of this Policy to the Covered Person or the assignment of Intellectual Property under this Policy.

Covered Persons who are obliged to follow another institution’s policy related to intellectual property, by virtue of their professional relationship with that institution, are required to inform the Innovation Department of the name of the institution as well as their professional relationship with the institution. As appropriate, the Innovation Department will work with the Legal Department and other institution to clarify the Covered Person’s obligations to each, as they relate to Intellectual Property. The Covered Person shall thereafter assign his/her rights in Intellectual Property in accordance with any subsequent agreement reached between LBH and the other institution.

Covered Persons are not permitted to sign any agreements, including but not limited to confidentiality agreements, license agreements, assignments, material transfer agreements, or research agreements, that restrict, commit, or affect Intellectual Property. Only agreements approved and signed by an authorized representative of LBH will be valid and binding upon LBH.

#### Copyrightable Works

During the course of their relationship with LBH, Covered Persons may create Copyrightable Works. Covered Persons are entitled to own the copyright to such Copyrightable Works and retain any income derived therefrom, with the exception of Software, which will be governed by the “Intellectual Property, Generally” Section of this Policy.

In the event that a Covered Person and LBH are parties to an agreement that contains rights and obligations related to Copyrightable Works, and there exists a conflict between that agreement and this Policy, the agreement will control and govern the rights and obligations of the parties.

## Trademarks

All Trademarks, whether registered or not, are LBH's Intellectual Property. In furtherance of LBH's mission, LBH has an interest in ensuring that its Trademarks are distinctive and not infringed or diluted and are appropriately monitored and managed. Trademarks may not be used by Covered Persons without LBH's prior written consent.

## **II. Intellectual Property Disclosure, Protection, Commercialization and Distribution, and Release**

### Submission and Review of Intellectual Property Disclosures

Each Covered Person who discovers, creates, or develops any Intellectual Property shall promptly disclose such Intellectual Property to the President, by completing the Employee Invention Questionnaire attached hereto as Exhibit A. All Intellectual Property must be disclosed even if the Covered Person believes LBH may not have an ownership right under this Policy. This disclosure process serves as a basis for an evaluation by the Innovation Department, in consultation with the Legal Department, of the Intellectual Property's protectability and potential for commercial application. The description of the Intellectual Property should provide enough detail to determine the most appropriate steps, if any, to protect and commercialize the Intellectual Property. Any issues related to the Intellectual Property, including any potential problems and questions, should be included in the disclosure; if problems and/or questions arise after disclosure, the same should be disclosed to the President immediately. Covered Persons must use their best efforts to disclose the names of all Covered Persons and other individuals or organizations collaborating and/or contributing to the Intellectual Property.

Covered Persons are encouraged to make disclosures as early as possible, preferably as soon as they believe they have created Intellectual Property, to allow maximum lead time to evaluate and, where appropriate, file patent applications and develop a commercialization and distribution strategy. To maximize the potential breadth and usefulness of patent protection, Covered Persons must make disclosures prior to any public presentation or public disclosure.

If a Covered Person fails to disclose Intellectual Property discovered, created, or developed with Resources consistent with this Policy and thereafter disassociates with LBH, LBH may, at its sole discretion, seek to enforce the terms of this Policy, as they relate to such Intellectual Property.

### Filing Patent Applications and Registering Copyrights

Within one hundred eighty (180) days after submission of a complete Employee Invention Questionnaire, the Innovation Department, in consultation with the Legal Department, shall respond to the Inventor(s) regarding whether LBH is interested in pursuing protection (e.g., a provisional patent). Notwithstanding the foregoing, the above time limit may be extended by the Legal Department if, in its sole discretion after consulting with the Innovation Department, more time is necessary to gather all information requisite to making a determination.

After consulting with the Inventor(s), Innovation Department, and others as appropriate, the Legal Department, shall be responsible for making the final determination as to whether to pursue additional protection of the Intellectual Property (e.g., patents for Inventions or copyrights for

Software). Such determinations will be made based on United States patent and copyright law, commercial potential, obligations to and rights of third parties, and other relevant considerations. The Inventor(s) shall cooperate fully in such effort, including promptly executing all necessary and desirable agreements, applications, assignments, and other forms and instruments.

### Commercialization and Distribution

Commercialization is one of LBH's priorities in developing and distributing LBH owned Intellectual Property. Commercialization facilitates the transfer of LBH's Intellectual Property for the public's use and benefit while generating income to support research and education.

LBH recognizes that the Inventor(s) are invaluable resources, providing leads to potential licenses, professional input on the technical and market feasibility of an Invention, and guidance as how to best commercialize technology. As a result, the Innovation Department will work closely with the Inventor towards commercializing LBH owned Intellectual Property. The Innovation Department, in consultation with the Legal Department, will ultimately be responsible for developing a strategy and making decisions related to commercialization and distribution of Intellectual Property. If LBH does not believe that it can successfully commercialize Intellectual Property for which it sought protection within one (1) year of obtaining protection, LBH may offer to release the Intellectual Property to the Covered Person, in which case LBH will assign or release all interests it holds in the Intellectual Property as further outlined below.

When Intellectual Property is subject to an external agreement with a third party (e.g., the federal government or another funding sponsor), decisions related to commercialization shall be consistent with that agreement. The Innovation Department shall make all reasonable efforts to keep the Inventor(s) involved and informed of its commercialization and distribution efforts. Final decisions about commercialization and distribution of Intellectual Property shall be made by the Innovation Department, in consultation with the Legal Department, on behalf of LBH.

### Release of Intellectual Property

LBH may decide not to file to protect Intellectual Property. If LBH chooses not to file to protect the Intellectual Property, decides to abandon a patent or copyright application prior to issuance, abandons an issued patent or registered copyright, or declines to commercialize Intellectual Property, then a Covered Person may request that LBH release its rights in the Intellectual Property to the Covered Person. LBH may agree to release the Intellectual Property, patent/copyright application, or patent/copyright, as the case may be, including all legal interests therein to the Inventor(s). If LBH agrees to the release it will assign or release all interests which it holds or has the right to hold in such Intellectual Property, issued patent/registered copyright, or patent/copyright application to the Inventor(s), in equal shares or in such other shares as the Inventor(s) all agree, upon determining that (i) the release of such Intellectual Property or issued patents/registered copyrights or patent/copyright applications to the Inventor(s) will not violate the terms of an external funding agreement, and (ii) such release will not interfere with future funded research, and is in the best interest of LBH and the public.

LBH may but is under no obligation to release any Intellectual Property. As part of the release of issued patents/registered copyrights or patent/copyright applications, LBH may require that appropriate compensation be provided, such as for its unreimbursed out-of-pocket expenses associated with the issued patents/registered copyrights or patent/copyright applications including, without limitation, attorneys' fees and other costs incurred in obtaining legal protection for the issued patents/registered copyrights or patent/copyright applications as well as development expenses incurred by LBH. If required, such compensation shall be paid to LBH once licensing or other revenue has been realized by the Inventor(s). Upon release, LBH may impose other requirements on the Inventor(s), including but not limited to, requiring the Inventor(s) to agree to certain limitations on LBH's liability and indemnification.

Further, if LBH releases its rights to the Intellectual Property, the Inventor shall grant, and is deemed to have granted, to LBH a royalty-free, irrevocable, perpetual, non-exclusive, transferable license to make or use the Intellectual Property for LBH's business purposes or research. If LBH releases its rights, but there is more than one Inventor, LBH will release an undivided interest, as defined by United States Patent laws, to each Inventor unless directed otherwise in writing by all the Inventors prior to such release.

Where LBH declines to pursue protection after a disclosure or where LBH obtains a provisional patent but declines to seek additional protection, resulting in release of the Intellectual Property to the Inventor(s), if the Inventor(s) choose to file a patent on their own, the patent application must contain claims that are substantially similar to the original disclosure made to the President and/or contained in the previously filed provisional patent. If the Inventor(s) subsequent patent is found to substantially differ from the original disclosure and/or provisional patent application, the release of the Intellectual Property will be null and void and ownership of the Invention will revert to LBH in its discretion, with patent costs assumed by LBH.

### **III. Intellectual Property Revenue Distribution**

LBH shall act to bring to the public all Intellectual Property which LBH owns by such means as LBH deems appropriate under the circumstances. The Net Revenue therefrom shall be shared as follows: 55% to LBH and 45% to the Inventor(s). If there is more than one Inventor, the Inventors' share will be distributed equally among the co-Inventors unless LBH has been instructed otherwise in a writing signed by all co-Inventors.

Net Revenue shall be distributed for the lifetime of the license (or in accordance with such other agreements LBH shall make, such as a sale of a royalty stream) according to the terms of the Intellectual Property Policy in effect on the effective date of the agreement, or on the date of signing if no effective date is stated. In the event LBH adopts a new Intellectual Property Policy and all parties, including LBH and Inventor(s) agree, then an existing license may be handled under the terms of the newer policy. Net Revenues shall continue to be distributed as stated above even if the Inventor(s) do not continue to be Covered Persons for any reason.

LBH will only pay Net Revenue to its own Inventors; however, if an LBH Inventor makes Intellectual Property with a co-inventor at another academic or nonprofit institution, and the institutions agree to market the Intellectual Property jointly, LBH may authorize an agreement

whereby each institution pays all inventors according to the terms of its own Intellectual Property Policy.

If an Inventor dies, LBH will distribute the Inventor's share to the Inventor's estate or heirs. LBH will make reasonable efforts to inform the estate or heirs of any Net Revenue available for distribution; however, it will be the responsibility of the executor or legal representative of the Inventor's estate to notify LBH, in writing, as to where future payments should be sent.

#### **IV. Equity as Consideration for Intellectual Property**

In some cases, LBH may determine that the most appropriate method to bring Intellectual Property to the public may be to license the Intellectual Property to a company and to receive Equity in the company as consideration or partial consideration for the license. In such cases, the Equity will be managed by LBH in the same way all equity is managed by LBH and may be sold when deemed appropriate in LBH's sole discretion. Once the Equity is liquidated by LBH, and not before, the Net Revenue will be distributed according to Section IV of this Policy.

#### **V. Confidentiality of Intellectual Property**

All Intellectual Property that is owned by LBH in accordance with this Policy shall be treated as confidential, proprietary information belonging to LBH until public release. If such Intellectual Property is disclosed outside LBH before appropriate steps are taken to protect the Intellectual Property, such as filing a patent application, certain legal rights may be lost. Therefore, prior to any proposed publication of Intellectual Property or other disclosure of the Intellectual Property outside LBH, Covered Persons must advise the President of the intended disclosure with sufficient time to permit LBH to take steps necessary to protect LBH's rights in the Intellectual Property.

#### **VI. Disputes**

Any dispute or problems of interpretation that arise in connection with this Policy shall be resolved by the President of LBH with the advice of such persons as he or she may deem appropriate including but not limited to the Legal and Innovation Departments, the Inventor(s), and outside counsel. All decisions made by the President related to any such dispute or problem of interpretation shall be made in writing and shall be final and binding on all parties.

#### **APPENDIX:**

Exhibit A: Employee Invention Questionnaire

Original Date: 6/2022

Review Only Date:

Revised Date:

#### **APPROVALS:**

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Neil Meltzer  
President and Chief Executive Officer  
LifeBridge Health, Inc.

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Date

**EXHIBIT A**  
**EMPLOYEE INVENTION QUESTIONNAIRE**

1. Give a short descriptive title of your discovery or invention.
2. Please provide (in non-scientific terms, if possible) a one paragraph description of the essence of your discovery or invention and identify the public health need it fills.
3. Is the discovery or invention a new use or an improvement of an existing product?
4. Please provide the approximate date or period of time when the discovery or invention was conceived.
5. Who contributed to the invention or discovery? Please identify all colleagues who could merit co-authorship credit for the associated publication, whether or not you believe them to be “co-inventors.” Include contact information, whether they are an LBH employee or external, and their role in the development of the invention or discovery.
6. Was the work that led to the discovery or invention funded by another organization or the government? If so, please provide details.
7. Please provide the nature of the LBH support (including salary, funds, facilities, services and/or equipment) that have supported the work on the discovery or invention.
8. Are you aware of any patent applications that are related to your invention or discovery?
9. Please list the most pertinent previous articles, presentations, or other public disclosures, made by you or by other researchers, that are related to your invention or discovery. Also, attach copies.
10. Please indicate any future dates on which you will publish articles or make any presentations related to your invention or discovery.
11. In one paragraph, please speculate (and be creative!) about possible commercial uses of your invention or discovery.
12. Can you identify any companies that may be good licensing prospects?
13. What further research would be necessary for commercialization of your invention? Generally, what are your future research plans for the invention and/or for research in areas related to the invention?

14. Human Subject Certification: Does this invention rely upon data involving human subjects as defined in and regulated under 45 CFR Part 46?

- No.
- Yes. If “yes”, please provide the Institutional review board (IRB) protocol approval number and date.

15. Please describe any issues (e.g., problems or questions) related to your discovery or invention.