

**PATENT AND COPYRIGHT POLICY  
OF  
THE EPILEPSY FOUNDATION OF AMERICA**

The EPILEPSY FOUNDATION OF AMERICA (hereinafter referred to as EFA) recognizes that materials, products, or inventions, including but not limited to articles, abstracts, bibliographies, books, curricula, computer programs, drugs, medical devices, film strips, films, indexes, and videos which may be copyrighted or patented may result from research or projects supported in whole or in part with funds furnished by EFA. It would be a great benefit for all persons with epilepsy if such materials could be put into the widest public use at the earliest possible time. EFA believes that this goal can be best accomplished through the copyrighting, patenting, and licensing of such materials, products, or inventions in a manner consistent with the public interest. Accordingly, EFA adopts the following policies:

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1. All works subject to a claim of copyright developed under, or in the course of work under, an EFA fellowship, grant, or grant-supported project or activity shall be timely reported to EFA.
2. All works subject to paragraph (1) hereof shall be developed pursuant to one or more of the following agreements.
  - a) An agreement that the material shall be considered “work for hire” within the meaning of sections 101 and 201 of the Copyright Act of 1976, 17 U.S.C.A. §§ 101 and 201, and that, pursuant to those sections, EFA shall be deemed author of the work and owner of all copyright in and to the work.
  - b) An agreement that the author of the work shall assign all of his right, title, and interest in and to the work and copyright therein to EFA on EFA’s request.
  - c) An agreement that the author of the work shall grant to EFA a non-exclusive, royalty-free license to reproduce and distribute the work, and to prepare, reproduce, and distribute derivative works thereof.
3. All works subject to paragraph (1) hereof shall be developed pursuant to an agreement that no copy of the work shall be distributed publicly without notice of copyright, as provided in section 401 of the Copyright Act of 1976, 17 U.S.C. § 401.

EFA will not claim copyright ownership in articles or publications describing research supported in whole or in part by EFA, unless the article or publication has been written at EFA's request, in which instance the work shall be deemed a "work for hire" and shall be developed pursuant to the agreement prescribed in paragraph 2 hereof. In publishing the results of research supported by EFA, acknowledgement of EFA's financial assistance is required and EFA shall be provided two (2) reprints of the article or publication.

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1. Any discovery or discoveries, whether an invention, product, process, apparatus or design, conceived, originated, or developed with the support, in whole or in part, of EFA funds, shall be reported to EFA either prior to or within one (1) month following the time of initial publication (whether oral or written) or reduction to practice of the patentable product.
2. EFA shall have the right to determine the disposition of invention rights in any case where: EFA is the sole sponsor of research resulting in a patentable invention, product, process, apparatus, or design, EFA is the major sponsor of such research, or; the joint sponsor has no established patent policy and procedure for administering patents and inventions. EFA may pursue such options as, but not necessarily limited to, the following:
  - a) requiring the inventor to transfer title of any patent to EFA for management and development in exchange for a portion of the royalties;
  - b) releasing the invention to the inventor or his designee, subject to EFA's retention of royalty rights;
  - c) submitting the invention, product, or materials to a qualified non-profit organization for administration and licensing;
  - d) selling or licensing such patent to a third party for commercial development;
  - e) deciding that no patent applications are to be filed.
3. Where EFA has made a grant or award to a non-profit institution which leads to the development of a patentable product, and where the non-profit institution has a formal patent policy, EFA will defer to the patent policy of that institution, with the following restrictions:
  - a) Title to any invention or patentable product or material may be permitted to reside in the inventor or any other individual with the prior written approval of EFA, upon advice of legal counsel.
  - b) No patent or patent application shall be abandoned without first notifying EFA and giving EFA the opportunity to take title to the invention and to continue the patent or patent application at its own expense.
  - c) The inventor shall share in royalty income according to the established policy of the institution where the work leading to the invention was done, except as otherwise provided

in subparagraph (d), below.

- d) EFA shall participate in the income derived from the invention or patentable product or material to an extent to be determined within one year, or a reasonably prompt time thereafter, after reporting of an invention, product, or material to EFA, by mutual agreement between the institution and EFA. EFA's share in the income shall be computed on a pro rata basis.
  - e) The institution shall agree that if it, or its licensee, has not taken effective steps within three years, or whatever longer time is reasonable in the circumstances, after a United States patent issues on an EFA invention, product or material left for administration to the institution, to bring that invention, product, or material to the point of practical application and has not made such invention, product, or material available for licensing royalty—free or on terms that are reasonable in the circumstances, and cannot show cause why it should retain all rights, title, and interest for a further period of time, EFA shall have the right to require: (1) assignment of said patent to EFA; (2) cancellation of any outstanding exclusive licenses under said patent; (3) the granting of licenses under said patent to an applicant on a nonexclusive royalty-free basis or on terms that are reasonable in the circumstances.
4. If any invention is made with the joint support of EFA and any agency or department of the United States Government, EFA may defer to the patent policy of that agency or department upon receipt of a written statement by the appropriate agency of government notifying EFA of its position with respect to the invention, product, or material in question. Where a government contractor is permitted to retain title of his or her invention, product, or material, EFA will pursue its options mentioned in paragraph (3) above. EFA may also receive a nonexclusive, royalty-free license to inventions, products, or materials to which the government retains title to the extent that EFA is a party to a funding agreement with the government. EFA will comply with any patent policy requirements placed upon it by the Federal government where it is itself a government contractor, and to the extent that anything in this policy is at variance with the government's requirements, EFA will defer to the government's policy.
  5. If any invention, product or material is produced with the joint support of another sponsor, not an agency of the U.S. Government, the grantee (whether an institution or an individual) shall promptly notify the sponsor of EFA's support and of EFA's copyright and patent policy. The sponsor shall, in turn, notify EFA in the event that a patentable discovery or invention occurs, and shall not prosecute a patent application or otherwise make a determination of invention rights without negotiation with EFA of a mutually satisfactory agreement regarding those rights.

Approved by the Board of Directors, May 1988