

**Memorandum of Understanding**  
between  
**The Regents of the University of California**  
and  
**University of Toledo**

This Memorandum of Understanding (hereinafter "MOU") with the effective date of April 30, 2014, is by and between The Regents of University of California, on behalf of its San Francisco campus ("UCSF"), acting through its Office of Innovation, Technology & Alliances, 3333 California Street, Suite-S11, San Francisco, California 94143 and the University of Toledo ("UT"), an instrumentality of the State of Ohio, located at 2801 West Bancroft Street, Toledo, Ohio 43606, and collectively referred to as "Institutions".

WHEREAS, the Parties each have received awards from the National Science Foundation for the purpose of starting the Center for Disruptive Musculoskeletal Innovation ("CDMI") in its efforts to create concepts, methods, and tools for use in our area of science; to stimulate industrial innovation; and to provide Institutions with strengthened educational and research capabilities in these fields.

WHEREAS, the activities of CDMI are funded by (i) National Science Foundation ("NSF"), (ii) industry members who have executed the CDMI Industry Membership Agreement ("Center Members"), and (iii) other funds that may be received from time to time.

NOW THEREFORE, the Institutions agree as follows:

1. Center Funding.
  - a. During the initial period of this joint center, each Institution will receive its own funds directly from NSF, will be responsible for recruiting its own Center Members, and will retain membership fees collected from its Center Members.
  - b. When NSF decides to make a single payment to one Institution for distribution between Institutions, all membership fees will be deposited into a single account for distribution to Institutions for core research selected by the Industrial Advisory Board (hereinafter referred to as IAB).
2. Cross-Funding of Research. The transfer of funds between Institutions for core projects selected by the IAB will be made without the assessment of the indirect costs normally associated with the

issuance of a subcontract.

3. Industry Membership Agreement.

- a. The Institutions agree that "Center" as referenced in the CDMI Industry Membership Agreement from both UCSF and the CDMI Industry Membership Agreement from UT, collectively is considered as to be CDMI and both CDMI Industry Membership Agreements are hereinafter collectively referred to as "Membership Agreement". Therefore, although each Membership Agreement is signed between an industry member/collaborator and one of the Institutions, under this MOU, the Institutions consider such Membership Agreement as if it were entered into with CDMI, that is, the multisite cooperative research center consisting of UCSF, UT and other university research sites that may later join the Center ("University Affiliates").
- b. UCSF and UT agree to function as a NSF I/UCRC partnership where all Center Members are guaranteed uniform rights and responsibilities to intellectual property developed in the process of Center-funded research regardless of the Center site where Center Member joined.

4. Ownership and Administration of Intellectual Property.

- a. All intellectual property ("IP") invented by inventors solely at one Institution will be managed and title held by that Institution.
- b. Each Institution shall be responsible for the identification and evaluation of its sole IP and for informing Center Members regarding IP as outlined in the Membership Agreement. If Center Members and the inventing Institution agree that patent protection should be sought and if Center Members are interested in securing such protection, the process will follow as outlined in the Membership Agreement. If Center Members are not interested in procuring protection for inventions, the inventing Institutions may determine on their own whether protection will be sought, and that Institution may dispose of the IP as it sees fit.
- c. All IP invented jointly by personnel of Institutions will belong jointly to each Institution and the technology transfer offices at Institutions shall determine who shall administer the IP. After identifying the Institution that will administer the joint IP, Institutions shall negotiate in good faith an inter-institutional intellectual property agreement, under which one of the Institutions will manage the invention on behalf of the joint owners. The managing Institution will be responsible for the timely notification of Center Members that joint intellectual property has arisen, and for protecting, marketing, and licensing that joint intellectual property. Each Institution will be responsible for internal distribution of its share of any license revenue

according to its respective policies. The Institution managing the joint IP shall keep the other Institution advised as to the activities in administering the IP including any progress on commercialization, patent prosecution, or copyright protection. All such information received by either Institution shall be deemed confidential.

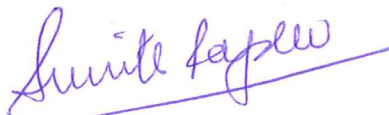
d. Institutions shall jointly review any joint IP, evaluate its commercial potential and inform Center Members regarding the joint IP as outlined in the Membership Agreement. If Center Members and Institutions agree that patent protection should be sought and if Center Members are interested in securing such protection, the process will follow that outlined in the Membership Agreement. If Center Members are not interested in procuring protection for inventions, Institutions will manage the joint IP according to the terms of the inter-institutional agreement.

5. Period of Performance. The period of performance of this Agreement will be concurrent with the CDMI contract with NSF. Either Institution may terminate the relationship established by this MOU upon three (3) months' written notice to the other Institution.

IN WITNESS WHEREOF, Institutions hereto have caused this MOU to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Signature:



Name: Sunita Rajdev

Title: Associate Director, Technology Management  
UCSF Office of Innovation, Technology & Alliances

Date: 4/30/14

UNIVERSITY OF TOLEDO

Signature:



Name:

William S. Messer, Jr., Ph.D.  
Vice President for Research

Title:

Date:

4/22/14