(Revised - MARCH 2010)

SHRINERS HOSPITALS FOR CHILDREN

INTELLECTUAL PROPERTY POLICY

(Revised - MARCH 2010)
# INTELLECTUAL PROPERTY POLICY

Table of Contents

<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glossary</td>
</tr>
</tbody>
</table>

## ARTICLE 1

Basic Intellectual Property Policy

| §1.1  Statement of Basic Policy | 4 |
| §1.2  General Administration of the Basic Policy | 4 |
| §1.3  Property Rights and Obligations | 6 |
| §1.4  Income from Biomedical Research Intellectual Property | 6 |

## ARTICLE 2

Inventions and Patents

| §2.1  Nature of Inventions, Protection and Licensing | 7 |
| §2.2  General Procedure for Patents | 8 |
| §2.3  Research Gifts, Grants and Contracts | 9 |

## ARTICLE 3

Copyrights and Other Intellectual Property

| §3.1  Nature of Copyright and Copyrightable Works: Protection and Licensing | 10 |
| §3.2  Ownership of Copyright | 11 |
| §3.3  Academic Works | 12 |
| §3.4  Rights Determined by Contract | 12 |
| §3.5  Resolution of Disputes | 12 |
| §3.6  Works Commissioned by Shriners Hospitals | 13 |
| §3.7  Distribution of Copyrightable Works that are Owned by Shriners Hospitals | 13 |
| §3.8  Disclosure of Copyrightable Work: Shriners Hospitals’ Action | 13 |
| §3.9  Privacy and Related Rights of Others | 14 |
| §3.10  Guidelines for Publications | 14 |
ARTICLE 4

Names and Trademarks

§4.1 Prohibition Against Use
§4.2 Ownership

ARTICLE 5

Trade Secrets

§5.1 Ownership

ARTICLE 6

Other Intellectual Property

§6.1 Ownership

ARTICLE 7

Potential Conflicts of Interest

§7.1 External Activities

ARTICLE 8

Consulting Agreements and Arrangements

§8.1 Obligation to Shriners Hospitals For Children
§8.2 Responsibilities
§8.3 Provisions of Consulting Agreement
§8.4 Commercial Companies Consulting
§8.5 Approval of Consulting Arrangements
For purposes of this Intellectual Property Policy, each reference to the masculine shall include the feminine, and each reference to the feminine shall include the masculine, and:

"Annual Net Income" means the net income received by Shriners Hospitals for Children in each fiscal year from the licensing or other disposition of any Intellectual Property owned in whole or in part by it after deduction of all unreimbursed costs reasonably attributable to protecting the Intellectual Property and making it available to the public. These deductions shall include any expense of patent prosecution and interference, copyright registration, litigation, marketing, licensing, acquisition of related rights or permissions needed to license the Intellectual Property, and the like incurred prior to the end of such fiscal year.

An "author" means an individual who is the author, or one of the authors, of a Work under U.S. copyright law.

"Committee," as of adoption date of this policy, means the Clinical and Basic Research Committee of Shriners Hospitals for Children.

A "Consulting Agreement" means an agreement for the provision of consulting services by an Individual, in which the parties include the Hospital Individual and an outside entity but not Shriners Hospitals.

A "Copyrightable Work" has the same meaning as "Work," as defined below.

To "create" any Intellectual Property means to invent, make, author or otherwise participate in the origination of that Intellectual Property. Individuals who participate in creating such property are referred to in this policy as the "creators" or, where a more specific term is appropriate, as the "authors" or "inventors."

"Income" from the licensing or other disposition of Intellectual Property or Tangible Property shall mean license fees, royalties and other such revenues attributable to the use or sale of the property, but shall not include revenues explicitly earmarked in the license or distribution agreement to reimburse patent, development or other costs incurred by Shriners Hospitals to fund future research or other activity, or to compensate Shriners Hospitals for providing training or other benefits other than the property or property rights themselves.

An "Individual" means any employee member of any type or class of the professional or other staff of Shriners Hospitals for Children and each employee at the Shriners International Headquarters in Tampa, FL, and any related work sites.
"Intellectual Property" means Inventions, Patents, Copyrights, Trademarks, Trade Secrets and any other intellectual or intangible property (such as non-secret data) which is or becomes protectable by law.

"Invention" has the meaning given in Article 2.

An "inventor" means an individual who is the inventor, or one of the inventors, of an invention under U.S. patent law.

To "make" an Invention means to conceive the Invention or first reduce it to practice, either actually or constructively (for example, by filing a patent application).

A "Record of Invention Form" is found in the Shriners Hospitals Research Investigators Manual, as such may be amended from time to time1.

"Related Software" has the meaning given in Article 3. The Committee shall have the authority to clarify and modify this definition in its discretion from time to time.

"Shriners Hospitals" means Shriners Hospitals for Children, a Colorado corporation; or The Shriners' Hospital for Children, a Massachusetts corporation; or Shriners Hospitals for Children, a Canadian corporation; or Shriners Hospital for Children (Quebec) Inc., a Quebec corporation; or Hospital Shriners Para Niños, A.C. (Shriners Hospital for Children, A.C.), a Mexican association, and each of their individual hospitals, or the Shriners International Headquarters in Tampa, FL, and any related work sites.

Amend. 7/07.

"Software" means computer or computer-based materials in the broadest sense, including, but not limited to, computer programs, user's manuals and other accompanying explanatory materials or documentation, mask works, firmware and computerized databases. It 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, program listing). While some materials defined here as Software may not be covered by U.S. copyright laws (mask works, for example, are protected separately under the Semi-Conductor Chip Protection Act), for convenience all Software is treated as Copyrightable Work for purposes of this policy; in many cases, however, Software materials will constitute or embody Inventions as well as Copyrightable Works and will be subject to Article 2 as well as Article 3 of the policy. The Committee shall have the authority to clarify and modify this definition in its discretion from time to time.

Amend. 7/07.

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"Sponsored Activity" means any activity that either receives direct or indirect financial support from Shriners Hospitals, including funding from any outside source awarded to or administered by Shriners Hospitals, or any activity that makes substantial use of any space, facilities, materials or other resources of Shriners Hospitals, including resources provided in kind by outside sources. For purposes of this definition, the use of office space and word processors alone shall not be considered a "substantial use" of resources.

"Tangible Property" means biological materials, Software, and any other tangible results of research conducted at any Hospital of Shriners Hospitals, or the Shriners International Headquarters in Tampa, FL, and any related work sites.

Amend. 7/07.

"Trademark" means any work, phrase, logo, design or other symbol used to identify and distinguish the source of goods or services. As used here, the term includes any trademark, service mark, trade name or trade dress.

"Trade Secret" means any scientific or technical information, design, process, formula, listing or other information relating to a business profession that is kept reasonably confidential and that has economic value. A Trade Secret may, but need not be, patentable or copyrightable.

"Video Material" or "Video" means any visual, audio or audio-visual work, such as a video-taped, audio-taped or televised demonstration or performance, which is recorded electronically or by other means. The Committee shall have the authority to clarify and modify this definition in its discretion from time to time. In the event a work falls within both the definition of Video Material and the definition of Software, it will be treated as Software for purposes of this policy.

A "Work" or "Copyrightable Work" means any original work of authorship that is fixed in any tangible medium of expression, and any Software. Examples of Copyrightable Works include, but are not limited to, journal articles and other scholarly or scientific papers, books, photographs, drawings and diagrams, Video Materials and Software.

"Academic Work" has the meaning given in Article 3.

"Work Made for Hire" has the meaning given that phrase in the Copyright Act of the United States: a Copyrightable Work that is (i) prepared by an employee within the scope of his or her employment, or (ii) specially ordered or commissioned for use as a contribution to a collective work, a part of an audio-visual work, a translation, a supplementary work, a compilation, an instructional text, a test or answer material for a text, or an atlas, if [in the case of (ii) but not (i)] Shriners Hospitals and the creator expressly agree in a written instrument signed by them that the Work shall be considered a Work Made for Hire.
ARTICLE 1

Basic Intellectual Property Policy

§1.1 Statement of Basic Policy. It is a basic policy of Shriners Hospitals for Children, in its work toward the alleviation of human suffering and the prevention and treatment of disease, to encourage research and development in the medical, pharmaceutical, computer software and programming and other related fields by members of any type or class of the professional or other staff of Shriners Hospitals for Children and each employee at Shriners International Headquarters in Tampa, FL, and any related work sites, together with each student or researcher primarily affiliated with an academic institution who performs research activities at Shriners Hospitals (hereinafter "Individuals"), and to promote the dissemination of information developed from such activity so that the benefits thereof may be freely enjoyed by all humanity. Under this basic policy, the ownership of Intellectual Property which results from work done on Shriners Hospitals' time, using Shriners Hospitals' facilities, or with any Shriners Hospitals' support (direct or indirect) resides with Shriners Hospitals.

Amend. 7/07.

(a) Protection of Intellectual Property. It is a policy of Shriners Hospitals to seek appropriate protection for certain of its Intellectual Property when it is believed to be in the best interest to ensure the most prompt and effective use thereof, to protect the general interests of the public therein, and to define the rights of Shriners Hospitals relating thereto. Generally speaking, such protection will be secured to provide adequate control in the use of such Intellectual Property, and to provide proper recognition and incentive for Individuals to urge them to disclose their Inventions and Works.

Amend. 7/07.

(b) Application of Policy. This policy applies to all Individuals, to anyone using Shriners Hospitals' facilities or funds and to those persons under the supervision of Shriners Hospitals' personnel, such as candidates for masters and doctoral degrees, and postdoctoral and predoctoral fellows. The policy applies to any Invention or Intellectual Property or other form of expression of an idea that arises from the activities of such persons, whether or not the subject matter is protectable under the patent, trademark or copyright laws.

Amend. 7/07.

(c) Procedure. Individuals who believe they have made a patentable Invention should refer to Article 2, and those involved in producing copyrightable matter (such as Software, written publications and Video Materials) should refer to Article 3. Since Software and Related Software are nearly always copyrightable and sometimes patentable as well, those involved in developing it will be interested in both Articles 2 and 3. Tangible research property other than Software is generally treated as an "Invention," under Article 2 of the policy. Those persons involved in medical research should also refer to the Shriners Hospitals' Research Investigators Manual for applicable procedures.

Amend. 7/07.

§1.2 General Administration of the Basic Policy. Words and expressions that are capitalized in the policy are intended to have a particular meaning, which is defined either in the Glossary or in the text where the word or expression is first used.
(a) **Clinical and Basic Research Committee.** The Clinical and Basic Research Committee (hereinafter "Committee") has the responsibility to oversee administration of the policy and to make recommendations to the Boards of Directors and Trustees related thereto. The Committee, with the consent of the Chairman of the Board of Trustees, shall select designees learned in the varied disciplines to administer this policy. This Committee shall resolve any disputes arising under this policy not requiring action by either or both of the Boards of Trustees or Directors. The Committee may delegate some or all of its responsibility to administer this policy to other committees of Shriners Hospitals, but only with the prior consent of the chairman of such other committee. The Committee (or any other delegatee committee) may further delegate administrative responsibility to implement this policy.

Amend. 7/07.

(b) In connection with such delegation the Vice President, Research and the Vice President, Legal, in consultation with a knowledgeable member of the Research Advisory Board of Shriners Hospitals for Children and outside patent counsel, are authorized to negotiate and finalize licenses of SHC-owned research technology, without further action by the Committee or the Boards of Directors and Trustees of Shriners Hospitals, unless such licenses entail policy or budgetary issues required to be addressed by the Committee or the Boards of Directors or Trustees of Shriners Hospitals. In connection therewith, the Vice President, Research and Vice President, Legal shall also direct filing of appropriate patent applications to outside patent counsel, if such applications are required to protect the interests of Shriners Hospitals.

Add. 11/07. Amend. 7/08.

(c) The Vice President, Research and Vice President, Legal shall promptly report all of their actions to the Clinical and Basic Research Committee which shall report such actions to the Boards of Directors and Trustees at their next meeting.

Add. 11/07. Amend. 7/08.

(d) **Designees of Committee.** The designees of the Committee shall exercise the responsibilities delegated to them under this policy and shall otherwise act as the executive arms of the Committee in carrying out this policy within the context of applicable procedures and rules of Shriners Hospitals.

Amend. 7/07; 11/07.

(e) **Legal Department.** The Legal Department of Shriners Hospitals will have responsibility for all legal matters relating to Intellectual Property, and will assist the Committee and its designees with respect to such matters. Among other responsibilities, the Legal Department will secure protection for Intellectual Property when appropriate and will police infringements; maintain files of patent applications, issued patents, copyrights, licenses and agreements; negotiate and prepare agreements; and review and approve as to form all agreements relating to Intellectual Property.

Amend. 11/99; 7/07; 11/07.

(f) **Responsibility of Chiefs of Staff, Administrators, Supervisors, Department Heads and managers.** The Chiefs of Staff, administrators, supervisors, department heads and managers shall take all steps necessary to make this policy effective, including taking steps to ensure that Individuals execute all necessary or desirable agreements, applications, assignments or other documents if requested or required by Shriners Hospitals. A failure by an Individual to execute any such document shall not in any way affect the applicability of this policy to the Individual.

Amend. 7/07; 11/07.
(g) Discussions with Policy Participants. Those persons who are responsible for projects in which Intellectual Property is likely to be created should address with all participants, in advance, how this policy applies.

Amend. 7/07; 11/07.

§1.3. Property Rights and Obligations.

(a) Ownership by Shriners Hospitals. Intellectual Property either related to the individual's employment responsibility, or resulting from Sponsored Activities or from activities performed on Shriners Hospitals' time, or with financial or other support (direct or indirect) by Shriners Hospitals, or from using Shriners Hospitals' facilities, is owned by Shriners Hospitals.

(b) Property of Creator. Intellectual Property developed on an Individual's own time and without Shriners Hospitals' support or use of Shriners Hospitals' facilities, information or Intellectual Property, is the exclusive property of the creator, and Shriners Hospitals has no interest in any such property. Should the creator choose to offer the creation to Shriners Hospitals, the designee of the Committee shall recommend to the Committee whether Shriners Hospitals should support and finance a patent application or other available protective measures and manage the development and commercialization of the property. If the creator makes the offer after obtaining a patent or other protection, the appropriate designee of the Committee shall recommend whether Shriners Hospitals should reimburse the creator for expenses in obtaining such protection. If the Committee so recommends and the Intellectual Property is accepted for management by Shriners Hospitals, the procedures to be followed and the rights of the parties shall be those set out herein.

§1.4 Income from Biomedical Research Intellectual Property. Any Annual Net Income received from Biomedical Inventions by Shriners Hospitals is presently allocated to the Shriners Hospitals Research Fund. Unless a different division of such Annual Net Income is determined appropriate by the Board of Directors and Board of Trustees, either prospectively or retroactively, Shriners Hospitals' creators of Biomedical Inventions collectively will receive, in the aggregate, 35% of the first $100,000.00 and 20% of the excess over $100,000.00 of such Annual Net Income or other payments as determined by the designee of the Committee, with the Committee's approval. Annually, the Committee will make a report to the Board of Directors and Board of Trustees, of all Income received from Intellectual Property in the current year, cumulative totals of such Income, and the allocation of Annual Net Income.
ARTICLE 2

Inventions and Patents

§2.1 Nature of Inventions, Protection and Licensing. For purposes of this policy, an “Invention” is any discovery or invention, whether patentable or not. Examples of Inventions include, but are not limited to, new and improved devices, systems, circuits and compounds; novel biological materials such as proteins, genes, DNA constructs, cell lines and transgenic animals; diagnostics, immunoassays, therapeutics; new uses of known articles or substances; new methods of producing or manufacturing any articles or substances; algorithms; Software; and any other Tangible Property.

Amend. 7/07.

(a) Patent Protection. Inventions that are "new," "non-obvious" and "useful" may be protected under the patent laws of the United States and other countries. To obtain a patent, the inventor—or in some countries, the institution that owns the Invention—must promptly file a patent application describing the Invention in each country where patent protection is desired.

(b) Other Protection. Many Inventions, including, but not limited to, biological materials and Software, are protectable under other legal doctrines even if they are not patentable.

(c) Product Development. When Inventions are likely to be useful to the public, Shriners Hospitals may be able to license selected companies to develop them into products and market them to others, in exchange for royalties and other benefits to Shriners Hospitals and Individuals. Inventions that are subject to any grant, contract or other arrangement between Shriners Hospitals and a third party, a foundation or corporate research sponsor, will be owned as agreed upon in that arrangement. If the arrangement does not make clear the ownership of an Invention, ownership shall be determined in accordance with other sections of this policy.

Amend. 7/07.

(d) Reports. When Shriners Hospitals receives substantial aid through grants from outside sources providing financial sponsorship pursuant to Shriners Hospitals Regulations, as amended from time to time, Shriners Hospitals will furnish relevant reports to the grantors, and may assign copyrights and patents to the grantors by prior or subsequent arrangements.

Amend. 7/07.

(e) Execution of Intellectual Property Agreement. As a condition to the grant of any funds, research or otherwise, or the use of Shriners Hospitals' facilities, all Individuals will be required to sign the Shriners Hospitals Intellectual Property Agreement and/or other agreement granting to Shriners Hospitals all rights to discoveries and Inventions, whether patentable or not, discovered or made in the normal pursuit of their duties for Shriners Hospitals, or which use Shriners Hospitals' facilities, or which involve any Shriners Hospitals' Sponsored Activity.

Amend. 7/07.

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2currently Sections 117.11 and 117.12 of the Regulations
(f) **Management. Control. Assignment.** It shall be the right of Shriners Hospitals in its discretion to manage and control all Inventions, patent applications, and issued patents assigned to it, in the public interest and in such manner as to be consistent with the highest ideals and aims of Shriners Hospitals. Shriners Hospitals shall, in turn, assign such Inventions, patent applications or patents, or grant licenses thereunder as will best serve the interests of the public and Shriners Hospitals. Such assignments or licenses shall generally be to organizations independent of Shriners Hospitals which are deemed able and willing to accept and administer such Inventions, patent applications or patents. The conditions governing such assignments and/or licenses are to be determined by the Committee with the approval of the Boards of Directors and Trustees, and the inventor, upon invitation, and shall not be in conflict with the basic policies of Shriners Hospitals or with its obligation to uphold professional ethics. Shriners Hospitals will not permit its name or names of Individuals to be used in advertising of any Inventions, patent applications or patents.

Amend. 7/07.

(g) **Investigation and Evaluation.** The designee of the Committee shall investigate and evaluate all discoveries, Inventions, patent applications and patents referred to him, shall consider the business aspects of such discoveries, Inventions, patent applications or patents, and shall make recommendations thereon to the Committee.

§2.2 **General Procedure for Patents.**

(a) **Disclosure.** Whenever any Individual or other person who is funded by Shriners Hospitals, or who makes use of the laboratories, research facilities or any other facilities of Shriners Hospitals makes a discovery or Invention, whether patentable or not, or otherwise believes a valuable Invention may result from his work or research, he shall, preferably prior to public disclosure, but no later than three (3) months from the public disclosure, communicate such facts to the executive head of his department or hospital who, upon investigation, will require the inventor to complete the Record of Invention Form or other applicable disclosure form and send it to the applicable designee as hereinafter provided.

Amend. 7/07.

(b) **Preexisting Right.** Shriners Hospitals makes no claim to Inventions, patented or unpatented, made or conceived and reduced to practice, by Individuals prior to the time of their appointment to the staff or employment by Shriners Hospitals, and such Individuals shall identify the same in writing at the time of their employment.

Amend. 7/07.

(c) **Assignment by Creator.** If the inventor so desires, Inventions or discoveries made on an Individual's personal time and utilizing his own facilities and materials may be assigned to an independent outside agency on behalf of Shriners Hospitals, with the consent of the latter. Under such conditions, the procedures described above will be used, pertaining to Inventions or discoveries made by the Individual on Shriners Hospitals' time and with the use of Shriners Hospitals' facilities and materials.

Amend. 7/07.
(d) Procedure for Reviewing Inventions:

(1) Review. The designee of the Committee shall review the Record of Invention Form or other disclosure form, discuss the Invention with the inventor, render an opinion as to whether or not the discovery or Invention merits patent protection, and pass it on to the Legal Department if the designee's opinion is that the discovery or Invention does merit patent protection.

Amend. 11/99.

(2) Application for Letters Patent. If a determination to seek a patent, or take other actions described in §1.2(b), is not required until the next meeting of the Boards of Directors and Trustees of Shriners Hospitals, then the matter is discussed by the Committee which provides its recommendation to the Boards of Directors and Trustees for final action. If the Boards of Directors and Trustees approve application for letters patent, or other actions described in §1.2(b), then such is accomplished through the Legal Department under the guidance of the Committee, with the assistance, as needed, of outside patent counsel.

Amend. 11/99; 4/06.

(3) Informing Inventor. The designee of the Committee, or another person assigned by the Committee in the designee's absence, shall:

Amend. 4/06.

(i) Inform the inventor of the action by the Boards of Directors and Trustees and, if the Boards of Directors and Trustees direct that a patent application be made, obtain an agreement to assign, if not previously obtained, such Invention or discovery and such letters patent as may be obtained thereon to Shriners Hospitals; and

(ii) Inform the inventor that any and all necessary expenses incident to securing such letters patent shall be provided by the Boards of Directors and Trustees, including patent counsel to be selected solely at such Boards' discretion.

§2.3 Research Gifts, Grants and Contracts.

(a) Contract Contents. Contracts for research shall specify that the results of scientific research conducted by Shriners Hospitals, including patentable discoveries and Inventions, are the property of Shriners Hospitals, to be used for the benefit of Shriners Hospitals and the public subject to the terms of any Affiliation Agreement in existence; but, if such patentable discoveries or Inventions have commercial value, the agency providing financial sponsorship may receive preferential consideration in the administration of the patent in accordance with the respective monetary contributions of each such agency.

(b) Contract Requirements. Shriners Hospitals shall not enter into an agreement with any agency providing financial sponsorship which will give such agency permanently the exclusive benefits of the results of such investigation or research, except under certain contracts as herein defined when such exceptions are in the national interest. The original records of any investigation or research shall be held by Shriners Hospitals, but reports or copies of such records generally will be furnished to the agency providing financial sponsorship. Shriners Hospitals shall have the exclusive right to publish, at its discretion, the results of scientific investigation and research, unless provided otherwise in contracts for which deviation in policy is required. No publication of a cooperative research project or reprints of scientific articles resulting from the investigation or research by the agency providing financial sponsorship or by any other agency shall be made, except with the
written consent of the Board of Trustees of Shriners Hospitals. The agency providing financial sponsorship shall not use the name of Shriners Hospitals in any advertisement, whether with reference to a cooperative investigation, or research or otherwise, without the prior approval of the Boards of Directors and Trustees of Shriners Hospitals.

For the purpose of this limitation on advertising, technical papers and the like which may be labeled as "advertisements" and published pursuant to payment of page charges to defray publication costs are not to be considered "advertisements," provided such labeling is the result of federal law such as the postal service labeling requirements set forth in 18 U.S.C. §1734, and any subsequent version thereof, and further provided that the use of the name Shriners Hospitals is in good taste and within the spirit of this statement of basic policy.

(c) Waiver of Policy. If required by law or by the established policies of the agency providing financial sponsorship, established Shriners Hospitals' policies, such as requesting full reimbursement for indirect costs, rights of publication or ownership of copyrights or potentially patentable Inventions or developments, may be waived by Shriners Hospitals; provided, the action of Shriners Hospitals in waiving such policies is determined to be clearly in the public interest by the Chairman of the Board of Trustees or his designee and approved by the Boards of Directors and Trustees. Other than the exceptions indicated above, all gifts, grants and contracts shall be accepted under conditions imposed by relevant Shriners Hospitals' policies and rules.

(d) Regulations. Where an outside agency potentially capable of providing financial sponsorship either offers such support or is considered for such a request, the personnel of Shriners Hospitals shall be strictly governed by the Shriners Hospitals for Children Regulations, as such are revised from time to time.  

ARTICLE 3

Copyrights and Other Intellectual Property

§3.1 Nature of Copyright and Copyrightable Works: Protection and Licensing.

(a) Copyright. Copyright consists of a variety of rights in original works of authorship, as protected under the copyright laws of the United States and other nations. Copyright does not protect ideas, but rather the particular form (referred to here as a "Work") in which those ideas are expressed. The rights protected by copyright include the right to reproduce the Work, to prepare derivative works based on the original Work, to distribute copies to the public, and to perform or display the Work publicly.

(b) Copyright Commencement. Under current law, the author's copyright exists from the moment a Work is fixed in a tangible medium of expression. It is not necessary to register a copyright, although certain advantages can be obtained by registration.

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3 currently Sections 117.11 and 117.12 of the Regulations
(c) Preexisting. Individuals are cautioned that if components of their Works are prepared by others, under copyright law those components may be preexisting Works subject to the copyright ownership of others, or the joint effort to create the Work may render all contributors joint authors of the entire Work. Advice regarding copyright issues such as these is available from the Legal Department.

Amend. 11/99; 7/07.

(d) Useful to Others. When Works are likely to be useful to the public, Shriners Hospitals may be able to license them directly to others, or to selected companies that will develop and market them in products, in exchange for royalties and other benefits to Shriners Hospitals and Individuals.

Amend. 7/07.

§3.2 Ownership of Copyright.

(a) Rights of Individuals. Individuals shall own only the copyright in an Academic Work.

Amend. 7/07.

(b) Rights of Shriners Hospitals. Except as otherwise determined by contract (see §3.4 below), and except for Works that are Academic Works (see §3.3 below), Shriners Hospitals shall own all Copyrightable Works created by Individuals in the following categories (which may overlap), and all rights in the copyright of such Works:

Amend. 7/07.

(1) Supported Works. This category includes:

(i) Copyrightable Works that are created in the performance of activities that either: (1) received any direct or indirect financial support from Shriners Hospitals, including funding from any outside source awarded to or administered by Shriners Hospitals; or (2) made substantial use of any space, facilities, materials or other resources of Shriners Hospitals, including resources provided in-kind by outside parties. The use of office space and word processors alone shall not be considered a "substantial use" of resources for purposes in the paragraph.

(ii) Any other Works that are created in the scope of an Individual's employment or affiliation with Shriners Hospitals. By way of example, these Works may include training or policy materials prepared by administrative staff, handbooks created by Shriners Hospitals at the request of Shriners Hospitals, or Software created by staff in the course of their duties or by individuals who are employed by Shriners Hospitals.

Amend. 7/07.

It should be noted that, under U.S. copyright law, any Supported Work may be owned in the first instance by Shriners Hospitals or as a Work Made for Hire (see Glossary), if it is created within the scope of an Individuals' employment or affiliation with Shriners Hospitals. To the extent that any Supported Works constitute a Work Made for Hire, Shriners Hospitals shall own the Work as the author, in accordance with U.S. copyright law. To the extent that any Supported Work does not constitute a Work Made for Hire, Shriners Hospitals shall own the Work by assignment from the individual creator.

Amend. 7/07.
(2) Related Software. Software created by Individuals that is not a Supported Work but that arises out of or relates to any activity of the creator at Shriners Hospitals.

Amend. 7/07.

§3.3 Academic Works. The definition below applies to Works that would ordinarily be owned by Shriners Hospitals under this policy but are to be owned by their authors as provided in §3.2 above, in deference to traditional academic freedoms. It should be noted that other Works which may be thought of as "academic" need not fit this definition in order to be owned by Individuals because they would not be owned by Shriners Hospitals in any event (i.e., they are not Supported Works or Related Software).

Amend. 7/07.

(a) Academic Works. For purposes of this policy, "Academic Works" shall mean works meeting the following criteria:

(1) Works. Works of an academic or scholarly nature (as defined by the Committee in case of disagreement), that are:

Amend. 7/07.

(i) authored by professional staff in the course of customary research and educational activities,

Amend. 7/07.

(ii) prepared at the author's own initiative and not a Work Made for Hire at the request or under the auspices of Shriners Hospitals' purposes or through substantial use of Shriners Hospitals' resources, and

(iii) not owned by or obligated to a third party through any arrangement.

(b) Other Works. It is not possible to formulate a definition of "Works of an academic or scholarly nature" [criterion (i) above] that can be applied mechanically to every imaginable Work; however, these shall ordinarily include Works such as traditional textbooks and articles published in scientific journals, but not Software, databases or the like. The author's mere use of office space or word processors provided by Shriners Hospitals shall not be considered substantial use of Shriners Hospitals' resources for purposes of criterion (ii) in this definition. In addition, a Work that describes research or other activities that did make substantial use of Shriners Hospitals' resources shall not be disqualified from being treated as an Academic Work under criterion (ii) as long as creation of the Work itself, as opposed to the underlying research or other activity, did not make substantial use of additional Shriners Hospitals' resources.

Amend. 7/07.

§3.4 Rights Determined by Contract. Copyrights and Copyrightable Works that are subject to any grant, contract or other arrangement between Shriners Hospitals and a third party, such as a foundation or corporate sponsor ("Sponsored Works"), will be owned as agreed upon in that arrangement. If the arrangement does not make clear the ownership of a Work, ownership shall be determined in accordance with other sections of this policy.

Amend. 7/07.
§3.5 Resolution of Disputes. The Committee shall be responsible for resolving any disputes regarding ownership of Copyrightable Works, including whether a particular Work constitutes an Academic Work and whether certain Software is related to the creator's activities at Shriners Hospitals.

§3.6 Works Commissioned by Shriners Hospitals. Individuals wishing to commission persons other than Individuals to prepare Software, Video Materials and other Works for Shriners Hospitals' purposes, should seek advice from the Legal Department in advance, as a written agreement usually will be needed in order to secure Shriners Hospitals' rights.

§3.7 Distribution of Copyrightable Works that are Owned by Shriners Hospitals.  
(a) Exchange. It is the intent of Shriners Hospitals to encourage the exchange of Software, Video Materials and other Copyrightable Works with colleagues for the purpose of advancing non-commercial research. At the same time, Shriners Hospitals will protect its rights in such Works, promote their development for public use as appropriate, and, in the case of certain Software and other Works that have clinical applications, prevent unsafe and unlawful uses of the Works.  
(b) Distribution. Copyrightable Works owned by Shriners Hospitals, including Software and Video, as well as literary and other Works, shall be published, licensed to third parties or otherwise distributed for commercial purposes only with the approval of the Boards of Directors and Trustees of Shriners Hospitals. Distribution of such Works for non-commercial purposes shall be subject to any guidelines established by the Committee. Such guidelines may be modified in the Committee’s discretion from time to time.

§3.8 Disclosure of Copyrightable Work: Shriners Hospitals' Action.  
(a) Works to be Disclosed. Any Individual who creates Software, Video Material or any other Copyrightable Work, shall disclose the Work to the designee of the Committee under the following conditions:

   Amend. 7/07.

   (1) Author Owned Software. In the case of Software which the Individual believes is not owned by Shriners Hospitals, if the person wishes to make or permit use of such Software for commercial purposes or private gain, he must first disclose the Software to the designee of the Committee. This is necessary because the designee, subject to Committee review, is responsible for determining whether the author or Shriners Hospitals owns the rights in a particular piece of Software.

   Amend. 7/07.

   (2) Shriners Hospitals' Owned Works. Any Work owned by Shriners Hospitals shall be disclosed to the designee of the Committee if the creator desires to have Shriners Hospitals commercialize it or believes it is likely to have substantial commercial value.

   (3) Works Subject to Arrangements with Third Parties. If the Work is subject to any grant, contract or other arrangement between Shriners Hospitals and a third party, the creator shall disclose it as necessary to carry out the terms of that arrangement.

   (b) Method of Disclosure. Copyrightable Works may be disclosed to the designee of the Committee orally or by submitting manuscripts or abstracts.
(c) **Determination of Ownership.** After review, the Committee may determine that the Work is not owned by Shriners Hospitals. In that case, the Committee will notify the Individual who disclosed it within a reasonable time after making the determination.

Amend. 7/07.

(d) **Use, Licensing and Protection of Shriners Hospitals’ Owned Works.** If Shriners Hospitals intends to commercialize Copyrightable Works owned by Shriners Hospitals, the designee of the Committee will consult with the Individual who disclosed it and the Committee as deemed necessary, and will determine the appropriate action, which may include promoting and licensing the Work to make it available to the public. Shriners Hospitals shall provide such professional services as it deems necessary or desirable to protect the copyright and other proprietary rights in the Work, which may be limited to reliance on unregistered copyright protection.

Amend. 7/07.

Any Shriners Hospitals' action will be taken at the expense of Shriners Hospitals, without charge to the creator, and will take into account the available resources and the commercial value of market interest in the Work.

(e) **Treatment of Software as an Invention.** Software is generally protectable by law as a Copyrightable Work but it may also constitute or embody an Invention. If an Invention is owned by Shriners Hospitals, and in the event an Individual believes that Software he has created is or may be patentable or otherwise protectable under U.S. patent law, the Individual shall so notify the designee of the Committee as set forth in the policy on Inventions and Patents (Article 2 above).

Amend. 7/07.

§3.9 **Privacy and Related Rights of Others.** Creators of Copyrightable Works must seek appropriate permissions before making any use of the name, likeness or other identifying information of staff, patients or other individuals. Such use may be subject to the individual's rights of privacy or publicity and other legal restrictions unrelated to Intellectual Property. In the case of such patients, Shriners Hospitals' policy requires obtaining prior consent in writing, as provided in Shriners Hospitals' Regulations, as such are revised from time to time.4

§3.10 **Guidelines for Publications.** Creators of Copyrightable Works owned by Shriners Hospitals should observe the following guidelines:

(a) **Copyright Notice for Software.** The following copyright statement should appear on all Works relating to Software and on the first and last screens of any Software being developed for Shriners Hospitals. This will put third parties on notice that Shriners Hospitals will protect its rights:

"© [insert year of publication and each succeeding year] an unpublished work by Shriners Hospitals for Children"

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4*currently Articles 13 and 14 of the Regulations*
The above copyright statement should be placed on all written material having to do with the Software on the title page, the page following any title page, front cover, back cover or back page. The notice should also appear on the first page of the source code whenever it is printed out and should be repeated throughout the code if it is lengthy. Also, it should be placed on the labels of any magnetic disk on which the Software is stored.

In addition, the following proprietary right notice must appear in the first screen before presentation of any Software developed for Shriners Hospitals. Please note that the year is to be the year of first publication or year developed:

“© [insert year of publication and each succeeding year] an unpublished work by Shriners Hospitals for Children. All rights reserved. This material contains valuable proprietary products and trade secrets of Shriners Hospitals for Children, embodying substantial creative efforts and confidential information, ideas and expressions. No part of this material may be disclosed, used, reproduced or transmitted in any form or by any means, electronic, optical, mechanical, satellite, radio wave or otherwise, including photocopying, recording, duplicating, or in connection with any information, image or object, storage, retrieval or transmission system of any kind, without permission in writing from Shriners Hospitals for Children.”

(b) Copyright Notice for Other Works. Copyrights should be protected by including in any other Work the copyright logo (“©”) or the word “copyright” or “copr.,” the year of first publication, and the name of the copyright owner (for example, “©1999 Shriners Hospitals for Children”). Individuals are encouraged to consult with the Legal Department for more information on copyright protection.

Amend. 11/99; 7/07.

(c) Copyrights of Others. The rights of other copyright owners, including third parties whose written materials and Software are used at Shriners Hospitals, should be observed. Individuals are encouraged to seek advice from the Legal Department if in doubt as to their rights to use or copy third-party materials.

Amend. 11/99; 7/07.

ARTICLE 4

Names and Trademarks

§4.1 Prohibition Against Use. Shriners Hospitals’ name, logo or other identifying symbol may not be used without the express written permission of the Boards of Directors and Trustees of Shriners Hospitals.

§4.2 Ownership. Trademarks shall be owned by Shriners Hospitals if they are created by Individuals in the course of their employment or affiliation with Shriners Hospitals, or if they are used to identify any product or service originating with or associated with Shriners Hospitals. If an Individual sees the name of Shriners Hospitals or any of its Trademarks being misused either inside or outside the Shriners Hospitals’ community, the Legal Department should be notified immediately.

Amend. 11/99; 7/07.
§4.2 Ownership. Trademarks shall be owned by Shriners Hospitals if they are created by individuals in the course of their employment or affiliation with Shriners Hospitals, or if they are used to identify any product or service originating with or associated with Shriners Hospitals. If an individual sees the name of Shriners Hospitals or any of its Trademarks being misused either inside or outside the Shriners Hospitals’ community, the Legal Department should be notified immediately.

Amend. 11/99; 7/07.

ARTICLE 5

Trade Secrets

§5.1 Ownership. As a hospital system recognized as a charity by the Internal Revenue Service, Shriners Hospitals generally is dedicated to open disclosure and discussion of information, and attempts to keep secret very little information. However, Shriners Hospitals does attempt to keep confidential some information such as patient data, some business information, and some software. To the extent any such confidential information relating to an activity conducted at or supported by Shriners Hospitals constitutes a Trade Secret, the Trade Secret shall be owned by Shriners Hospitals. If requested by Shriners Hospitals, individuals shall take appropriate steps to keep such Trade Secrets confidential.

Amend. 7/07.

ARTICLE 6

Other Intellectual Property

§6.1 Ownership. Any Intellectual Property not specifically covered by the foregoing sections of this policy shall be owned by Shriners Hospitals if it is created in the performance of a Sponsored Activity or employment at Shriners Hospitals.

Amend. 7/07.

ARTICLE 7

Potential Conflicts of Interest

§7.1 External Activities. Individuals engage in a wide variety of external activities with other organizations, public and private, with and without financial remuneration. For the most part these activities are of benefit both to the individual involved and to Shriners Hospitals and should not be unduly limited or constrained.

Amend. 7/07.
(a) **Loyalty.** However, Individuals whose activities are funded, in whole or in part, by Shriners Hospitals owe their loyalty to Shriners Hospitals and should not enter into engagements which might tend to divert their attention from this responsibility or result in conflicts with the goals of the scientific community. As the interrelationship between Shriners Hospitals and commercial entities increases, it becomes particularly important to face the problem of potential conflict. This problem of conflict applies not only to the individual, but also to the perception of conflict on the part of Shriners Hospitals. This Intellectual Property Policy and the broad guidelines which follow are intended to assist Individuals in avoiding such potential conflicts of interest, as required by the Regulations of Shriners Hospitals, as such are revised from time to time.5

Amend. 7/07.

(b) **Disclosure.** The first and most important step in avoiding a potential conflict of interest is disclosure to the appropriate Shriners Hospitals' authorities. The Shriners Hospitals' policy on Consulting Agreements (see Article 8, below) requires Individuals to submit for review by the designee of the Committee, any proposal for a Consulting Agreement.

Amend. 7/07.

1. In order to avoid any potential conflict, or the appearance of conflict, and for the protection of both Individuals and Shriners Hospitals, it is essential that Individuals disclose to and discuss with their respective Chief of Staff, administrator, supervisor, department head and manager, any proposed professional commitment on their part or on the part of any family member, involving financial remuneration or time-consuming activities, to a for-profit concern which provides support for the Individual's activities or any outside professional commitment which is based on the Individual's responsibilities, or which may be viewed as affecting the position of Shriners Hospitals. Following are types of situations which may involve a potential conflict:

Amend. 7/07.

1. Membership on or service to a board, committee or panel of such a concern. Such disclosure need not be made as to service to a governmental or charitable organization unless a substantial amount of time on the part of the Individual is likely to be involved (see Article 8, below).

Amend. 7/07.

1. Ownership or acquisition of stock or stock options in such a concern.

**INDIVIDUALS SHALL NOT OWN STOCK OR STOCK OPTIONS IN A FOR-PROFIT CONCERN WHICH PROVIDES SUPPORT FOR THE INDIVIDUAL'S ACTIVITIES AT SHRINERS HOSPITALS. SUCH OWNERSHIP COULD RESULT IN SHRINERS HOSPITALS' LOSS OF TAX-EXEMPT STATUS.**

Amend. 7/07.

1. Any other connection with such a concern as, for example, any form of employment or receipt of expensive instruments for demonstration purposes.

5 *currently Section 101.1(f) of the Regulations*
(iv) Activity by an Individual in which the results of research using Shriners Hospitals’ resources are transmitted to an industrial concern. Such activities must be structured on a written agreement between Shriners Hospitals and the business firm.

Amend. 7/07.

(v) Situations where a Hospital Individual elects to do some or all of his work at a laboratory provided by the industrial concern, thereby depriving his own laboratory or location/facility and associates of involvement in the work.

Amend. 7/07.

(vi) Situations where an Individual may, consciously or unconsciously, divulge to an industrial concern, or make use in the course of his consultation services, confidential and unpublished information available through his employment in his laboratory or location/facility at Shriners Hospitals.

Amend. 7/07.

(vii) Situations in which an Individual having relations with a for-profit company may channel the work of assistants into projects undertaken for the industrial concern.

Amend. 7/07.

(viii) Situations in which the Individual provides services to a for-profit company or other concern to an extent which may detract from performance of his responsibilities to Shriners Hospitals.

Amend. 7/07.

ARTICLE 8

Consulting Agreements and Arrangements

§8.1 Obligation to Shriners Hospitals for Children. Any Individual who is engaged in consulting work or in business is responsible for ensuring that clauses in his agreements are not in conflict with established Shriners Hospitals’ policies or with the commitments of Shriners Hospitals. Shriners Hospitals’ rights and the individual’s obligations to Shriners Hospitals shall in no way be abrogated or limited by the terms of such agreements. Individuals should make their obligations to Shriners Hospitals clear to those with whom they make such agreements and should ensure that other parties to the agreement are provided with a current copy of this Shriners Hospitals’ Intellectual Property Policy.

Amend. 7/07.

§8.2 Responsibilities. Such an invitation for consulting work frequently offers an Individual the opportunity to enlarge his knowledge and perspectives. Thus, such invitations are welcome. However, occasionally:

Amend. 7/07.

(a) The services contemplated by the proposed Consulting Agreement may materially relate to or draw on work (i) which the Individual has done, is doing or expects to do within the scope of his employment by Shriners Hospitals, and (ii) for which he has made, is making or expects to make substantial use of facilities, materials, or other resources furnished by or through Shriners Hospitals;

Amend. 7/07.
(b) Acceptance of the invitation may impose restrictions on the freedom of the individual to communicate with his colleagues about his consulting work, to publish reports on such work, to establish rights to own and use the fruits of the work, or to patent discoveries and inventions resulting from it; and
Amend. 7/07.

(c) Such restrictions may impinge as well on rights and duties of both Shriners Hospitals and other individuals at Shriners Hospitals, including obligations to sponsors of research already under way or contracted to be conducted at Shriners Hospitals.
Amend. 7/07.

§8.3 Provisions of Consulting Agreement. The Consulting Agreement must, in any event:

(a) Incorporate by reference and be subject to:

   (1) The Shriners Hospitals' Intellectual Property Policy in effect at the time; and

   (2) All additional obligations, if any, which the consultant shall have at the time being under either or both of (i) the patent policies of any institution other than Shriners Hospitals, and (ii) any prior undertaking to conduct research, whether for Shriners Hospitals, pursuant to another Consulting Agreement, or otherwise; and

(b) Impose no restriction on the freedom of the consultant to discuss and disclose by publication or otherwise any research by him which shall make substantial use of any facilities, materials, or other resources furnished by or through Shriners Hospitals.

§8.4 Commercial Companies Consulting. Consulting for commercial companies must be on one's own personal time (vacation, weekends, etc.) and not in or utilizing Shriners Hospitals' facilities or resources. Even if consulting is to be done on one's own personal time, it is essential to have consulting arrangements with commercial companies in writing and to have the Legal Department approve such an agreement prior to signing it. Visitations by representatives of commercial companies to Shriners Hospitals' research laboratories should be done only pursuant to funded research agreements between Shriners Hospitals and the company, not under consultancy agreements. Reimbursement for professional services and out-of-pocket expenses associated with the rendering of such professional services must be paid directly to the consultant and not as a Shriners Hospitals' employee or through Shriners Hospitals in any way.
Amend. 11/99; 7/07.

§8.5 Approval of Consulting Arrangements. All potential consulting arrangements are to be approved by the Chief of Staff and by the Chairman, Board of Governors, or the department head and Executive Vice President, as applicable. The Director of Research Programs will coordinate headquarters' approval of consulting arrangements with commercial companies and is to be notified of all consulting arrangements with the government and/or non-profit organizations.
Amend. 7/07.
ARTICLE 9

Points of Contact for Inquiries Regarding Intellectual Property

§9.1 Inquiries and Designees. Inquiries regarding Intellectual Property matters for Shriners Hospitals may be directed to the following appropriate offices and designees:

Legal Department.

Designee:

Vice President, Legal  
Shriners International Headquarters  
2900 Rocky Point Drive  
Tampa, Florida  33607

Phone:  813-281-0300
Fax:   813-281-0943

Amend. 2/02; 7/07; 7/08.

Clinical and Basic Research Committee as to Computers, Software, Etc.

Designee:

Chief Information Officer  
Shriners International Headquarters  
2900 Rocky Point Drive  
Tampa, Florida  33607

Phone:  813-281-0300
Fax:   813-281-8488

Amend. 2/02; 7/06; 7/07.
Clinical and Basic Research Committee as to Medical Research.  
Designee:

Vice President, Research  
Shriners International Headquarters  
2900 Rocky Point Drive  
Tampa, Florida   33607

Phone:  813-281-0300  
Fax:  813-281-8113  
Amend.  2/02;  7/06;  7/07;  7/08.

Clinical and Basic Research Committee as to Public Relations Publications.  
Designee:

Vice President, Public Relations  
Shriners International Headquarters  
2900 Rocky Point Drive  
Tampa, Florida   33607

Phone:  813-281-0300  
Fax:  813-281-8496  
Amend.  2/02;  7/06;  7/07;  7/08.
Intellectual Property Agreement

"Hospital" means: Shriners Hospitals for Children, a Colorado corporation; or The Shriners' Hospital for Children, a Massachusetts corporation; or Shriners Hospitals for Children, a Canadian corporation; or Shriners Hospital for Children (Quebec) Inc., a Quebec corporation; or Hospital Shriners Para Niños, A.C. (Shriners Hospital for Children, A.C.), a Mexican association; and each of their individual Hospitals, or the Shriners International Headquarters in Tampa, FL, and any related work sites.

"Covered Activities" mean: any activities that are conducted pursuant to an agreement between Hospital and any third party; or any activities that receive direct or indirect financial support from Hospital; or any activities that otherwise make use of any facilities, materials or other resources of the Hospital.

Agreement

I acknowledge that I have been furnished with a copy of the Shriners Hospitals Intellectual Property Policy from Burns Division, Resident Coordinator (included in orientation packet) prior to execution of this agreement and that I have read and fully understand such document. I also acknowledge that the words and expressions in this Intellectual Property Agreement have the meaning ascribed to them in Shriners Hospitals Intellectual Property Policy.

As a condition of my appointment to the professional staff of, or employment by, Hospital, or my opportunity to participate in any Covered Activities, I hereby agree with Hospital as follows:

1. I shall comply fully with Shriners Hospitals for Children Intellectual Property Policy (including assigning to Hospital ownership of Inventions and other Intellectual Property), a copy of which is attached hereto, as this policy may be revised by the Hospital from time to time. I understand that any revision of the attached policies will be publicized in the Hospital community in a reasonable manner calculated to communicate such revisions to me on a timely basis.

2. I hereby acknowledge that all rights, titles and interests in the Inventions and any other Intellectual Property which I shall create or make, individually or jointly with others, during the course of my appointment or employment or participation in Covered Activities,
are and shall remain, at all time, the sole and exclusive property of the Hospital. Without limiting the generality of the foregoing, I hereby assign, without limitation, geographic or otherwise, any and all right, title and interest which I may have in any of the aforementioned Inventions and other Intellectual Property for the term and any renewal thereof, of any such right, title and interest.

3. I understand, among my obligations under the Shriners Hospitals for Children Intellectual Property Policy, I must promptly disclose, by completing the Hospital's disclosure form, every Invention that is or may be patentable which I shall conceive or reduce to practice, individually or jointly with others, during the course of my appointment or employment or participation in Covered Activities, if the Invention arises out of or is related to Covered Activities. I understand that I may have other disclosure obligations as well, as provided in the Intellectual Property Policy.

4. I agree to file with the Human Resources Department at Hospital within thirty (30) days of the date hereof, a complete and true copy of every agreement to which I am a party on the date hereof and in which I have agreed to provide consulting services to anyone.

5. I am attaching a list of Inventions, patented or unpatented, made or conceived, and reduced to practice, by me prior to my appointment to the professional staff or employment by the Hospital. In the event Shriners Hospitals for Children has no ownership interest therein, then I ask that they be excluded from this agreement.

6. I agree to comply fully with every obligation which shall apply to me or Hospital under any grant or agreement providing support for research.

7. I agree to execute at Hospital’s request any and all additional documents or instruments necessary to effectuate the purposes of this agreement or of the Shriners Hospitals Intellectual Property Policy. If I fail to execute any such document or instrument on a five-day written notice, I hereby appoint Hospital as my irrevocable attorney-in-fact with the right to execute and record such document or instrument in my name.

Signature: ________________________________ Date: ____________________
Witness: _________________________________ Date: ____________________