Research Reinvestment and Commercialization Policy

Effective Date: August 6, 2026

1. Purpose

The Gorlin Syndrome Alliance (GSA) invests in research to accelerate discoveries that improve the lives of individuals and families affected by Gorlin syndrome and move the field toward better treatments and ultimately a cure.

This policy describes GSA's approach to intellectual property, commercialization, and research reinvestment for research awards supported by GSA. It is intended to provide transparency to applicants, recipient institutions, and other stakeholders regarding GSA's expectations when discoveries arising from GSA-supported research lead to commercial success.

The purpose of this policy is to encourage responsible commercialization while creating a sustainable cycle of reinvestment in the mission of the Gorlin Syndrome Alliance.

When GSA-supported research leads to commercially successful technologies, therapeutics, diagnostics, software, research tools, or other innovations, recipient institutions agree to make a modest Research Reinvestment Contribution to GSA. These contributions will support future Gorlin syndrome research, allowing the success of one discovery to help fund the next.

GSA does not seek ownership of intellectual property generated through its research awards. GSA does not manage patent prosecution, negotiate licenses, select commercial partners, direct product development, or otherwise control commercialization activities.

2. Application of This Policy

This policy applies when it is incorporated into or referenced by an applicable GSA award agreement.

The recipient institution is responsible for complying with this policy. An investigator's individual responsibilities, if any, are governed by the investigator's relationship with the recipient institution.

If an executed award agreement contains terms that conflict with this policy, the executed award agreement will control.

3. Ownership of Intellectual Property

All intellectual property arising from GSA-supported research will remain the property of the recipient institution or other lawful owner, in accordance with applicable law, institutional policies, and pre-existing contractual obligations.

Nothing in this policy transfers to GSA ownership of any invention, patent, patent application, copyright, software, research tool, biological material, data right, know-how, trade secret, or other intellectual property.

The recipient institution remains responsible for determining whether to seek intellectual property protection and for managing any licensing, assignment, development, or commercialization activities.

4. Covered Intellectual Property

This policy applies only to intellectual property that:

1. arises directly from work supported by the applicable GSA research award (“the GSA supported work”); or
2. is materially enabled by the GSA supported work.

For purposes of this policy, **materially enabled** means that the conception, validation, reduction to practice, development, or advancement of the intellectual property relied on findings, data, materials, methods, or other research outputs generated through the GSA supported work in a manner that was more than incidental, background, or ancillary.

GSA funding representing **5% or more of the direct research costs associated with the work giving rise to the intellectual property** will be presumed to constitute material enablement. GSA funding of less than 5% of such direct research costs may nevertheless constitute material enablement if the intellectual property relied on findings, data, materials, methods, or other research outputs generated through the GSA supported work as described above.

5. Notification

The recipient institution will notify GSA in writing when intellectual property covered by this policy:

- is disclosed to the institution’s technology transfer, intellectual property, or comparable office;

- becomes the subject of an option, license, assignment, or other commercialization agreement; or
- begins generating Commercialization Income for the institution.

Notice should be provided within sixty days after the relevant event becomes known to the institutional office responsible for administering the intellectual property.

The notice should provide enough information for GSA to understand the general nature of the intellectual property and its relationship to the GSA-supported research. The institution will not be required to disclose confidential information beyond what is reasonably necessary to administer this policy.

Notification does not give GSA responsibility for managing or directing intellectual property protection or commercialization.

6. Commercialization Income

For purposes of this policy, **Commercialization Income** means monetary consideration actually received by the recipient institution from the commercialization of intellectual property covered by this policy.

Commercialization Income may include without limitation:

- option fees;
- upfront or annual license fees;
- milestone payments;
- royalties received by the institution;
- sublicense income;
- proceeds from the sale or assignment of intellectual property rights;
- cash proceeds realized from equity received in connection with commercialization; and
- other monetary consideration received by the institution in connection with commercialization.

Commercialization Income does not include:

- gross or net product sales made by a licensee or commercial partner;
- revenue or profits earned by a licensee, sublicensee, manufacturer, investor, or other third party;
- amounts that are not paid to and received by the recipient institution;
- unrealized increases in the value of equity or other noncash consideration; or
- equity unless and until it is sold, redeemed, or otherwise converted into cash received by the institution.

Commercialization Income will be calculated without deductions for patent expenses, legal costs, institutional overhead, inventor payments, internal allocations, or other expenses or distributions.

No non-cash charges may be used to reduce the income that is subject to the payment obligation. Examples of non-cash charges include, but are not limited to, depreciation or amortization or cost allocation.

7. Research Reinvestment Contribution

The recipient institution agrees to make a Research Reinvestment Contribution to GSA equal to 1% of Commercialization Income actually received by the institution from intellectual property covered by this policy.

Commercialization Income arising from the same covered intellectual property, including related patents, continuation applications, licenses, sublicense agreements, products, or other related commercialization transactions, will be treated as Commercialization Income from the same intellectual property for purposes of this policy.

Alternative structures may be considered as provided in Section 13.

Example

If the recipient institution receives $100,000 in Commercialization Income from covered intellectual property, the Research Reinvestment Contribution to GSA would be $1,000.

If the recipient institution later receives an additional $250,000 in Commercialization Income from the same intellectual property, the Research Reinvestment Contribution on that payment would be $2,500.

8. Reporting and Payment

The recipient institution will provide GSA with an annual written statement for any calendar or fiscal year in which it receives Commercialization Income from intellectual property covered by this policy.

The annual statement will identify:

- Commercialization Income received during the reporting period;
- the applicable Research Reinvestment Contribution; and
- the amount due to GSA.

Any Research Reinvestment Contribution due will be paid within sixty (60) days after the close of the institution's applicable annual reporting period, unless otherwise agreed in writing.

GSA may request reasonable supporting documentation sufficient to confirm the calculation of the Research Reinvestment Contribution. GSA will not require disclosure of confidential licensing terms beyond what is reasonably necessary to administer this policy.

9. Duration

The Research Reinvestment Contribution obligation will continue for as long as the recipient institution receives Commercialization Income from intellectual property covered by this policy.

GSA and the recipient institution may agree in writing to an alternative structure when appropriate, including a fixed duration, maximum aggregate contribution, one-time payment, buyout, contribution based on a multiple of the original award, or another mutually acceptable arrangement.

Nothing in this section creates an automatic cap or limits the obligation unless GSA and the recipient institution agree otherwise in writing.

10. Use of Research Reinvestment Contributions

GSA will use Research Reinvestment Contributions to support future Gorlin syndrome research, research infrastructure, or related scientific activities that advance prevention, disease modification, improved treatment, clinical trial readiness, or cure-directed research.

The contribution is intended as a reinvestment in the Gorlin syndrome community and in the research that helped make the discovery possible.

Research Reinvestment Contributions do not create an ownership interest, investment interest, partnership, joint venture, or management role for GSA in the intellectual property, license, company, technology, or product.

11. No Commercialization or Management Rights

This policy does not give GSA:

- ownership of intellectual property;
- authority to select, approve, or reject licensees;
- responsibility for patent filing, prosecution, maintenance, enforcement, or defense;
- control over licensing or assignment terms;
- responsibility for product development;
- authority to direct clinical, regulatory, manufacturing, or commercialization strategy;
- an ownership or equity interest in a licensee or commercial partner; or
- an obligation to provide additional funding.

The recipient institution retains responsibility for protecting, licensing, developing, assigning, or otherwise commercializing the intellectual property.

12. Transfers and Assignments

The recipient institution will not avoid its obligations under this policy by assigning, transferring, or otherwise disposing of covered intellectual property.

To the extent permitted by applicable law, institutional policy, and the applicable transaction, the recipient institution will preserve either:

- its obligation to make the Research Reinvestment Contribution from Commercialization Income it continues to receive; or
- an equivalent obligation assumed by the transferee.

The recipient institution will notify GSA of any assignment or transfer that could materially affect administration of this policy.

13. Flexibility and Approval of Exceptions

GSA recognizes that institutional policies, funding structures, intellectual property rights, and commercialization arrangements vary.

GSA may waive, modify, cap, defer, or negotiate an alternative to a financial or administrative requirement under this policy when doing so is reasonably expected to:

- facilitate research or commercialization;
- avoid conflict with pre-existing contractual obligations;
- reflect the relationship between GSA funding and the covered intellectual property;
- reduce administrative burden;
- promote benefit for individuals and families affected by Gorlin syndrome; or
- otherwise advance GSA's research objectives.

The GSA Executive Director may approve non-material administrative or financial exceptions. Any material financial modification, waiver, cap, buyout, or alternative arrangement requires approval by the GSA Board of Directors or an authorized committee of the Board.

Any waiver, modification, or alternative arrangement must be documented in writing by authorized representatives of GSA and the recipient institution.

14. Confidentiality

GSA will treat nonpublic information received under this policy as confidential and will use it only for administering the applicable award, monitoring research outcomes, calculating Research Reinvestment Contributions, and carrying out GSA's research activities.

GSA may disclose information when required by law or when the information:

- is already publicly available;
- was already lawfully known to GSA without a confidentiality obligation;
- is received lawfully from another source; or

- is disclosed with the institution's permission.

The parties may enter into a separate confidentiality agreement when reasonably necessary.

15. Interpretation

This policy is intended to create a fair, practical, and mission-aligned framework through which commercially successful discoveries can help support future Gorlin syndrome research.

It should be interpreted in a manner that:

- preserves institutional ownership and control of intellectual property;
- avoids unnecessary interference with commercialization;
- minimizes administrative burden;
- reflects the contribution of GSA-supported research; and
- supports reinvestment in the Gorlin syndrome research community.

16. Dispute Resolution and Governing Law

The parties will first attempt in good faith to resolve any disagreement concerning the administration or application of this policy through discussions between their respective Chief Executive Officers or equivalent authorized representatives.

This policy and any dispute arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles.