

1.5 “Invention(s)” means all patentable inventions conceived and/or reduced to practice solely in the performance of the Collaborative Research and otherwise not obligated to a third party. Inventions include all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Inventorship of all Inventions shall be determined in accordance with U.S. patent law. Ownership shall follow inventorship. Inventions shall exclude the Collaborator Background Intellectual Property, Wistar Background Intellectual Property and Research Results.

1.6 “Joint Invention(s)” means Inventions determined to be made jointly by the Principal Investigator and other inventors owing a duty to assign to Wistar and by employees of Collaborator and other inventors owing a duty to assign to Collaborator, in the performance of the Collaborative Research.

1.7 “Principal Investigator” means the individual designated in accordance with Section 2.2 hereof.

1.8 “Research Results” means all data, information, processes, methods, results, techniques, technologies and technical specifications generated in the performance of the Collaborative Research during the term of this Agreement. Research Results shall exclude the Collaborator Background Intellectual Property, Inventions and Wistar Background Intellectual Property.

1.9 “Wistar Background Intellectual Property” means any information, data, tangible materials, inventions, processes, methods, results, techniques, technologies, software, patents, copyrights, know-how or other items patentable, copyrightable or otherwise that are (i) owned or controlled by Wistar as of the Effective Date, and/or (ii) made available by Wistar hereunder for the performance of the Collaborative Research.

1.10 “Wistar Invention(s)” means Inventions determined to be made solely by the Principal Investigator, or other inventors owing a duty to assign to Wistar, during the performance of the Collaborative Research.

ARTICLE 2 - COLLABORATIVE RESEARCH

2.1 Statement of Work. The parties undertake to conduct the Collaborative Research with funds made available by Collaborator. The parties shall furnish the appropriate personnel, materials, services, facilities and equipment for the performance of the Collaborative Research, consistent with the Collaborative Research. Wistar is under no obligation to fund any of the Collaborative Research.