

UCSF-Stanford Pediatric Device Consortium

Code of Conduct

The UCSF-Stanford Pediatric Device Consortium (“the PDC”) is a group of clinicians, scientists, engineers, advisors, entrepreneurs, device industry representatives, and others who have chosen to collaborate to facilitate the process of pediatric device development. The PDC is funded by the U.S. Food and Drug Administration Office of Orphan Products’ Pediatric Device Consortia grant program (grant no. P50FD006424).

Because the success of the PDC’s mission requires establishing an environment of trust where ideas are shared freely and openly over time, the group subscribes to a policy of “open innovation.” The purpose of this Code of Conduct is to enable open discussion and optimal cross-fertilization, while minimizing the risk of premature public disclosure of intellectual property and ensuring that intellectual property can be appropriately protected so that new technologies can be developed for the broadest possible societal benefit. All participants in the UCSF-Stanford PDC agree to the following conditions:

1. CONFIDENTIALITY

PDC meetings and activities are considered privileged and confidential unless specifically identified as a public meeting or activity. PDC participants are privileged to propose and discuss new ideas and projects or to contribute to other participants’ ideas and projects. The privilege should not be abused by disclosing ideas or projects without consent. Specifically, PDC participants agree to:

- Hold all confidential and privileged information received during PDC meetings and activities in confidence for a period of at least three years from the date of receipt;
- Use the confidential and privileged information solely for the purpose of participating in the PDC;
- Not use the confidential and privileged information for personal or third party gain at the expense of PDC innovators;
- Notify PDC administrative staff of any potential conflict of interest as soon as such conflict is identified;
- Recuse herself/himself from participating in any meeting or activity where there might be a conflict of interest.

2. INTELLECTUAL PROPERTY

The role of the PDC is to facilitate participants’ access to device development resources such as advising services, funding, prototyping and manufacturing resources. As such, the PDC has no inherent right to inventions or intellectual property it may assist through its services. In cases where co-invention is a specifically desired activity or outcome, participants agree to notify a PDC administrator so that a separate agreement

governing the handling of intellectual property between the involved parties can be implemented.

PDC participants retain all rights to their intellectual property in accordance with U.S. patent law and that of their employer (University of California, Stanford University or other). All rights to inventions, whether patentable or not, conceived or first actually reduced to practice by one or more participants will belong to those participants. Inventorship is determined as per U.S. patent law. Participants agree to negotiate in good faith the disposition of joint invention.

3. COMPACT

By signing below, I agree to follow and abide by the guidelines and terms set forth in this Code of Conduct.

Signature: _____

Name: _____

Date: _____