
 <p style="text-align: center;">NORTHEAST OHIO MEDICAL UNIVERSITY</p>	<p>Policy No: 3349-20-50</p>
<p>POLICY TITLE: Intellectual Property</p>	<p>EFFECTIVE DATE: September 1, 2011 REVISED: September 11, 2025</p>
<p>NRESPONSIBLE DEPARTMENT: General Counsel and Research and Sponsored Programs</p>	<p>All Persons Engaged in Research Activities at the University</p>

(A) PURPOSE

Under Ohio law, all Discoveries or Inventions resulting from research or investigations conducted in any Ohio public College or University are the sole property of the University. The purpose of this Policy is to establish a framework for University Intellectual Property protection and development that will transfer the benefits of its Innovations to society, and at the same time, obtain appropriate financial gains for the University and its Inventors as appropriate.

(B) SCOPE

- (1) This Policy applies to all Discoveries, Innovations, or Inventions, made by any University Employee (as defined herein) if such Discovery, Invention, or Innovation were:
 - (a) The result of scholarly activity by, or under the direction of, any University Employee, supported by funds, equipment, or resources provided by or through the University, including but not limited to sponsored research, grant funding, or departmental support. This includes all grant funds under the control of a University Employee, regardless of the source; or
 - (b) The Discovery, Innovation, or Invention resulted from efforts by any University Employee that utilized more than a *de minimus* amount of University facilities or resources.
- (2) Inventions not involving any University funds, equipment, facilities, or personnel (or a *de minimus* amount) are the property of the Inventor, so long as the Discovery, Innovation, or Invention is not in a substantive area of research in which the Inventor is customarily engaged on behalf of the University.
- (3) Exceptions for Student Discoveries, Innovations, or Inventions
 - (a) Students generally retain ownership of Intellectual Property (IP) they create in their capacity as students, except in the following circumstances: (i) the student receives compensation from the University for the work; (ii) the work makes use of more than a *de minimis* amount of University resources; or (iii) the work arises from a sponsored research


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project or other University-administered activity that is subject to a preexisting agreement requiring assignment of IP.

- (b) Students will not be required to participate in courses, projects, or activities where assignment of IP to the University is a condition of participation, unless they are given prior notice and a reasonable opportunity to decline participation without academic penalty.
- (c) If a student makes a Discovery or develops an Innovation or Invention as part of a class project or a University-sponsored competition using only resources available to all participants, and the project is not subject to a separate research or sponsorship agreement, the resulting IP shall belong to the student.
- (d) A student who owns the rights to IP created as set forth above, may request the University's assistance in protecting or commercializing an Invention. The University will consider such requests using the criteria set forth below. See Section D(1)(F) of this policy.


(C) DEFINITIONS

- (1) "Confidential Information" refers to all proprietary or Confidential Information of the University, the Affiliated Entities of the University, research sponsors, foundations, governmental agencies, or others, whether provided or made available verbally, in writing, electronically, by observation or through any other means, as well as all information generated during the review of such information or concerning the existence, scope or terms of any past, present or potential future research project, study, collaboration, grant, contract or other agreement. Confidential Information includes, by way of example, but without limitation, the following: all business, financial, or scientific information; contractual arrangements and methods of operating; lab notes, graphic materials, work papers; Patent applications and Trade Secrets; research protocols or other information; biological materials; reagents; Software or documentation; prototypes; mask works; information pertaining to any directors, officers, medical staff members, Employees, consultants, representatives, or agents of University Affiliates or relating to actual or potential sponsor, patient, supplier, customer, or licensee identities, accounting and patient records; and any other information or


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materials not specifically mentioned above that is designated as confidential, that Affiliated Entities have an obligation to keep confidential; that the University designates as confidential or designate as requiring permission to release; or that would constitute a Trade Secret under applicable law.


- (2) "Composition of Matter" refers to chemical compositions and can include mixtures of ingredients as well as new chemical compounds *per se*.
- (3) "Copyright" refers to the protection that is accorded to original works of authorship fixed in tangible media of expression. Copyright protects the owner of the work if others copy, present, or display the work without the permission of the owner.
 - (a) "Works of authorship" include but are not limited to scholarly articles, literary, musical, dramatic, audiovisual, architectural, pictorial, graphic, and sculptural works, and video and sound recordings.
 - (b) "Tangible media of expression" include physical, digital, and other formats now known or later developed from which Copyrightable works may be stored, reproduced, perceived, or otherwise communicated, either directly or with the aid of a machine or device.
 - (c) Copyright may be used to protect Software source codes from being copied or infringed.
- (4) "Direct and Significant Use of University Resources" refers to an allocation of University resources that is not routinely provided to members of the Employee's unit and that entails a material commitment of institutional support. Such resources include but are not limited to: (i) dedicated staff support beyond ordinary administrative assistance; (ii) specialized or restricted equipment or laboratory facilities; (iii) University, College, Departmental, Institute or Center, and grant funds allocated specifically for the project; (iv) substantial computer resources not ordinarily available for general academic use; or (v) release time from assigned teaching or administrative duties.

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- (4) "Disclosure" refers to printed publication, or in public use, or sale, or otherwise made available to the public. An Invention Disclosure to the University is a confidential reporting of an Invention or Discovery in sufficient detail to communicate an understanding of the Invention or Discovery to the University personnel responsible for evaluating and protecting the Discovery, Innovation, or Invention.
- (5) "Discovery" refers to the process of finding out about a substance, mechanical device, improvement, or application not previously known. It is something less than Invention and may be the result of industry, application, or be merely fortuitous.
- (6) "Employee" refers to all full-time and part-time faculty, staff, administrative personnel, postdoctoral fellows, volunteers, and any individual who receives compensation from the University. This definition expressly includes clinical faculty at affiliated hospitals or institutions when the University pays any portion of their salary, stipend, or professional compensation, regardless of their formal appointment or employment status. This definition includes any visiting scholars/researchers who are working or studying within the University, students who are paid for rendering services, shared or leased faculty.
- (7) "Gross Income" refers to all income received by the University from royalties, option payments, license issue fees, milestone payments, or any other consideration of monetary value arising from the licensing or other commercial exploitation of an Invention, without deduction of any fees, costs, or expenses.
- (8) "Intellectual Property " refers to any and all rights resulting from endeavors of the mind including those that protect the application and/or expression of ideas, Inventions, creations, works, developments, improvements products, processes, procedures, techniques, devices, Software, designs, materials and Compositions of Matter, as well as the embodiments of all such rights, whether in tangible or intangible form, including but not limited to, those items specifically referred to in the definition of Confidential Information. Intellectual Property rights may be protected under Federal law under Patents, Trademarks, Service Marks, Copyrights, and Trade Secrets.

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- (9) "Innovation" refers to a new model, idea, or product. A useful application of new Inventions or Discoveries.
- (10) "Invention" refers to, but is not limited to, products, methods, or uses, even if not Patentable.
- (11) "Inventor" refers to one who, alone or with others, first invents a new and useful process, machine, composition of matter, or other patentable subject matter. An Inventor conceived of, not just contributed to the reduction-to-practice, of at least one claim to a patent.
- (12) "Manufactured" (noun) refers to all Manufactured articles.
- (13) "Net Income" refers to the gross income received by the University from royalties, option payments, or other payments arising from the licensing of an Invention, less only those fees and costs directly attributable to that Invention, including but not limited to patent filing fees, patent search fees, external legal fees, consulting fees incurred in litigation, necessary travel expenses, marketing costs, and patent maintenance fees. Indirect overhead, administrative expenses, and other costs ordinarily associated with the University's general operations shall not be deducted in determining Net Income. Net Income shall constitute the amount distributable under this Policy.
- (14) "Patent" refers to the grant of a property right to the inventor issued by the United States Patent and Trademark Office. Generally, the term of a new patent is 20 years (15 years for design patents) from the date on which the application for the patent was filed in the United States, subject to the payment of maintenance fees. U.S. patent grants are effective only within the United States, U.S. territories, and U.S. possessions. The right conferred by the Patent is the right to exclude others from making, using, or selling the Invention (as defined in the Patent claims).
- (15) "Publication" refers to a published article or abstract in a technical journal, bulletin, newspaper, textbook, or any other tangible medium which gives sufficient information about Discovery, Innovation, or Invention to permit one skilled in the art to practice the Invention.

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- (16) "Software" refers to computer instructions, data, and accompanying documentation. To be Patent-eligible, Software must perform features that are novel and proprietary. Computing code itself is not Patentable; the Patent application must be directed to the process of execution of the Software code on a computer. This is commonly referred to as a "Software-implemented Invention."
- (17) "Trade Secret" refers to information, including a formula, pattern, compilation, program, device, method, technique, or process that: a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its Disclosure or use; and b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- (18) "Unobvious" refers to a characteristic that is not obvious to a person having ordinary skill in the art to which said subject matter pertains.
- (19) "Work Made for Hire" refers to a specific type of relationship in which ownership of the work belongs to a third party, not the creator of the work. Under this policy, there are two situations in which a "Work Made for Hire" is produced: (1) when the work is created by an Employee as part of the Employee's duties and (2) when work is undertaken or created because of an express written agreement, such as a grant or sponsored research agreement, to the University. When a work is produced under these conditions, the University or the party sponsoring the work is considered the owner. A faculty member's general obligation to produce scholarly works does not constitute a specific responsibility as set forth in this definition.

(D) BODY OF THE POLICY

- (1) General Considerations
 - (a) University education and research missions are preeminent over that of the transfer and commercialization of research results.
 - (b) The University is committed to active engagement and support of innovation, technology development, and entrepreneurial activities through the efficient and effective deployment of its resources for the


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betterment of society and the generation of unrestricted revenue to support its mission.

- (c) University resources may be used for non-University purposes so long as they are appropriately serving the public interest. Any such use must conform to University policy and be set forth in appropriate agreements between the parties.
- (d) The University will respect the Intellectual Property of its partners and collaborators.
- (e) When the University owns Intellectual Property under this Policy, the Inventor or creator may play an active role in the entire licensing process unless such participation is inconsistent with conflict-of-interest regulations or University policy.
- (f) The University shall protect only such intellectual property as has been duly assigned to it. Prior to undertaking any investment in securing protection for intellectual property, the University shall conduct an evaluation of the intellectual property landscape to determine the existence of prior art, third-party rights, encumbrances, or other restrictions affecting the technology, and shall further assess the technical merit, competitive environment, market demand, stage of development, and potential for licensing. If, after consideration of these and other pertinent factors, the University determines not to pursue protection of the assigned discovery, innovation, or invention, the University may, upon the written request of the inventor, elect to reassign ownership of such intellectual property to the inventor.

(2) Patents

- (a) Under this Policy and in accordance with O.R.C. §3345.14, all rights to and interests in Patents that result from research or investigation conducted in any experiment station, bureau, laboratory, research facility, or other facility of the University, or by Employees (as defined herein) acting within the scope of their employment or with funding, equipment, or


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infrastructure provided by or through the University, shall be the sole property of the University. The University will distribute Net Income generated by the property in accordance with this Policy.

- (b) No person, firm, association, corporation, or governmental agency which uses the facilities of the University in connection with such research or investigation and no Employee of the University participating in or making such Discoveries or Inventions shall have any rights to or interests in such Discoveries or Inventions, including income therefrom, except as may, by determination of the University's Board of Trustees, be assigned, licensed, transferred, or paid to such persons or entities in accordance with the terms of this Policy.
- (c) The Board has delegated to the President of the University, unless the President is an Inventor of the Invention, the authority on behalf of the Board of Trustees, to retain, assign, license, transfer, sell, or otherwise dispose of, in whole or in part and upon such terms as the Board of Trustees has set forth herein, or may otherwise direct from time to time. Such dispositions may be to any individual, firm, association, corporation, or governmental agency, or to any Employee, as the President or in the case where the President is an Inventor, the Board of Trustees may direct. All income or proceeds derived or retained from such dispositions shall be distributed in accordance with this Policy.
- (d) The University has established these rules within the scope of academic freedom, consistent with its goal to provide incentives and institutional support to those Employees whose research and scholarly activities lead to Discoveries, Innovations, or Inventions, or that might be Patented for societal use and to provide for equitable distribution of income resulting from Discoveries, Innovations, and Inventions between the University and the Inventor.

(3) Publications

- (a) It is well understood that Publication of research results is an essential part of the activity of a University researcher. While this Policy recognizes this need, the timing of the Publication of research results can be of critical importance

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when considering Patent activity. Failure to take timely steps to Patent can result in a reduction in, or the entire loss of, adequate Patent protection in the U.S. or abroad.

(b) The safest course is to file a U.S. Patent application before any public use, Publication, Disclosure, or sale of the Invention occurs. There is a period of one year from the date of Publication to file an application for a U.S. Patent; however, in most foreign countries, the Publication itself bars valid Patent protection with no grace period.

(4) Government Grants Under the Bayh-Dole Act

The University generally can obtain title to Inventions and Patents arising under U.S. Government contracts/grants, subject to certain rights reserved by the government, if Invention reporting requirements and formalities are followed.


(5) Technology Commercialization Activity

Inventions disclosed to the University will be evaluated to determine scientific and technical merit, the likelihood of Patentability or other protection, the potential for societal benefit, market potential, barriers to market, and other criteria concerning commercialization potential.


(6) Rights and Obligations of the Parties

(a) In accordance with O.R.C. Section 3345.14, unless otherwise modified by contract, all rights, title and interest in Discoveries or Inventions made by Employees, as defined herein, shall be the sole property of the University. Rights to Inventions arising during government sponsored research must be assigned to them to protect the government's interest against competing claims. Inventions arising from privately sponsored research must be assigned to the University unless otherwise agreed to in writing at the time the research commences. The University is required to report federally sponsored research discoveries to the Federal Government.

(b) Inventor Rights and Obligations

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- (i) Confidential Disclosure of the Invention to the General Counsel must precede an Inventor's public Disclosure, Publication of information concerning a Discovery, Innovation, or Invention. Once a Discovery, Innovation, or Invention is reduced to practice, an Invention Disclosure Form shall be promptly submitted by the Inventor to the General Counsel. The Invention Disclosure Form is available through the Office of General Counsel and on the University website.
- (ii) The University requires that researchers maintain adequate laboratory notebooks documenting critical information about Discovery or Invention. Notebooks and other materials pertaining to research activities leading to a Patent application are the property of University and will remain at University even after termination of employment.
- (iii) The Inventor shall assign title to the Invention, Discovery, or Innovation to University.
- (iv) The Inventor shall cooperate in the following:
 - (a) Executing applications and legal documents;
 - (b) Any litigation arising out of the Patent application; and
 - (c) Reasonable marketing efforts related to Discovery, Innovation, or Invention.
- (v) The Inventor has a right to receive a share of any Net Income received for the Discovery, Invention, or Innovation according to the schedule contained in Section (D)(10) of this Policy.
- (vi) If the General Counsel and the Vice President for Research recommend that University surrender all rights in the Discovery, Innovation, or Invention, and the President agrees that this recommendation is in the best interests of the University, the President will have the authority to surrender the rights of the

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University with respect to the Discovery, Invention, or Innovation unless the President is an Inventor, in which case, the Board must approve the surrender. After surrender, the Inventor shall have the option to pursue a Patent application in the Inventor's own name at the Inventor's expense, in which case, any royalties or licensing fees received would be the sole property of the Inventor; however, the Inventor will reimburse the University for its out of pocket expenses, if any, and grant to University a royalty-free, irrevocable, perpetual, non-exclusive license to make and use the Invention for its own research and educational purposes.


- (vii) The Inventor has a right to timely publication of his or her findings as required by the principles of Academic Freedom, subject to the University's right to protect its interest in Intellectual Property.

(7) The University's Rights and Obligations

- (a) The University has the sole right to license, sell, assign, or otherwise dispose of the rights to Discoveries, Innovations, or Inventions that are owned by or have been assigned to University.
- (b) The University shall timely determine whether it chooses to retain or assign title, submit to an external source for evaluation of Patentability, file a Patent application, or surrender title to the Inventor.
- (c) Should the University choose to file a Patent application, it shall file, in a timely manner, any documentation necessary to prosecute a Patent and pay all filing fees, maintenance fees, attorney fees, and other costs related to prosecuting and maintaining the Patent. These costs will be recovered by the University before any payments are made in accordance with this Policy.


(8) Administration

- (a) The General Counsel and the Vice President for Research shall have overall responsibility for administration of the University's Patent program,


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including assuring valuable property rights are not lost. Specific responsibilities shall be to:

- (i) Function as points of contact and resources regarding this Policy and procedure;
 - (ii) Receive reports of all Discoveries or Inventions that are subject to this Policy;
 - (iii) Conduct or cause to be conducted due diligence studies to determine Patentability, market potential, barriers to market, and other criteria deemed necessary to determine commercial potential.
 - (iv) Act upon the due diligence conducted to promote the interests of the University and to the extent appropriate to the University Inventors.
- (9) The General Counsel and the Vice President for Research may utilize University funds to engage appropriate consultants and legal and business professionals to evaluate all Discoveries and Inventions disclosed to University for potential Patentability and commercialization. These reports will be sent directly to the General Counsel and will be protected from Disclosure under attorney-client work product.
- (10) Distribution of Net Income Payments
- (a) For all Intellectual Property for which the University receives Gross Income, the Net Income will normally be distributed as follows:
 - (i) 50% to the Inventor(s);
 - (ii) 10% to the Inventor's Department(s) or Centers;
 - (iii) 20% to the University Research Office; and
 - (iv) 20% to the Technology Transfer Office

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- (b) All monies received by the departments, the University Research Office, or University Technology Transfer Office are considered University funds and will be administered in accordance with established accounting policies and procedures.
- (c) If multiple Inventors are involved, the Net Income as specified above shall be distributed equally among the parties set forth in Section 10(a) above unless a written proposal for an alternate distribution is jointly presented by the Inventors and approved by the General Counsel and the Vice President for Research.
- (d) In accordance with Ohio Revised Code § 3345.14, Inventors or Creators who make a timely and complete disclosure of a Discovery, Innovation, or Invention arising from University research or investigations shall remain eligible to receive their share of Net Proceeds, even after their employment or enrollment with the University ends, provided that:
 - (i) The Discovery, Innovation, or Invention was conceived or reduced to practice during the period of the individual’s employment, appointment, or enrollment at the University;
 - (ii) The University has asserted ownership rights in the Discovery, Innovation, or Invention pursuant to this Policy and applicable law;
 - (iii) The Discovery, Innovation, or Invention generates Net Proceeds through commercialization, licensing, or other authorized means; and
 - (iv) The former University-affiliated individual provides, upon reasonable request and without personal financial burden, such cooperation as is necessary to assist the University in securing, protecting, licensing, or enforcing its legal rights in the Discovery, Innovation, or Invention.
- (e) Royalty-sharing shall be subject to any ongoing obligations set forth in inter-institutional agreements, joint ownership arrangements, or contractual terms with external sponsors, as applicable.

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- (f) The University reserves the right to withhold or suspend payment of any royalty share if the individual materially fails to fulfill required duties in connection with the protection or commercialization of the intellectual property.
- (g) It is the responsibility of the Inventor to notify the General Counsel in writing of the Inventor's address. In the event of the Inventor's death, Net Income due and payable under this Policy will be paid to the Inventor's estate for the remainder of the Net Income period if the person responsible for the administration of the estate provides written authority and instructions from a court of competent jurisdiction concerning the payments. The Inventor's department(s) shall continue to receive the Net Income specified above as long as the Inventor is affiliated with said department. Should the Inventor leave the department, center, or the University, all departmental or center Net Income shall become the sole property of University and will be shared equally by the University Research Office and Technology Transfer Office, unless otherwise agreed to in writing.

(11) Research Agreements Collaborators and Industry Involving Patent Rights


- (a) It is common for University Employees to receive awards to conduct research funded by private industry. It is also common for Employees to conduct research in cooperation with colleagues at other institutions. The University recognizes that to continue these relationships, it must be willing to consider a variety of contractual terms and conditions. To protect traditional Academic Freedom, assist Employees in evaluating proposals, and protect University's interest in Discoveries, Innovations, or Inventions, the following policies shall apply to these external relationships:
 - (i) All written agreements with private industry or with other institutions utilizing University resources to conduct research must first be reviewed by the General Counsel and the Vice President for Research. The General Counsel and the Vice President for Research will only approve those agreements which assure that the rights of the University are appropriately protected.

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- (ii) In dealing with Inventions that are conceived or developed during research sponsored by a third party and/or pursuant to an agreement with another institution, the University will abide by the terms of the agreement with that third party. Where an option exists, the University will seek agreements and contracts, or waivers thereof, that will allow Patent rights to remain with University.
- (iii) University will not waive the right to publish results of research. University will only agree to delay Publication for reasonable periods of time so appropriate action can be taken to protect Patentable Discoveries or Inventions. In agreeing to delay Publication for a reasonable period, University will not agree to delays that effectively inhibit a student's timely completion of a course or degree or impair a faculty member's application for promotion or tenure
- (iv) Title to all documents, records, biological materials, Software, databases, notebooks, and other repositories of information from research shall be held by University unless otherwise provided for in a written agreement with the private research sponsor. Those materials must remain at University should the Inventor's employment at University be terminated for any reason unless specifically authorized by the University.
- (v) The University will agree that Confidential Information remains the property of private industry and will agree to protect the Trade Secrets of third-party research sponsors. Written agreements with the third party must clearly define what information is proprietary in nature. Trade Secrets will be kept confidential and will not be subject to Disclosure under the provisions of Ohio Revised Code Section 149.43. If a request for such information is received, the University will notify the owner of the Confidential Information of the request and mutually agree to the appropriate response.

(12) Visiting Scholars and Researchers

- (a) For the purposes of this Policy, visiting scholars and researchers will be treated as Employees ,as defined herein, and are required to adhere to


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the provisions of the Visiting Scholar/Researcher Agreement, which is available through the Office of General Counsel.

- (b) The faculty member hosting the visiting scholar/researcher is responsible for, and expected to, ensure the following:
 - (i) The Visiting Scholar/Researcher Agreement has been properly executed with the Office of General Counsel;
 - (ii) that a copy of this Policy has been provided to the visiting scholar/researcher; and
 - (iii) that all departments have been properly notified of visiting scholar/researcher's presence at the University.

(13) Copyright

- (a) For the purposes of Copyright, the University seeks the following:
 - (i) To maximize Academic Freedom and creative expression for the public good;
 - (ii) To preserve traditional academic practices and privileges with respect to the Publication of scholarly works;
 - (iii) To apply uniform principles and procedures that provide allocation of income resulting from commercial publication;
 - (iv) To apply funds accruing to University from Copyrighted materials to advance and encourage scholarly endeavor;
 - (v) To disavow any claims by University in an individual's Copyrightable work simply because of the individual's membership in the University community; and
 - (vi) To protect University's assets and preserve its reputation of excellence.

 <p style="text-align: center;">NORTHEAST OHIO MEDICAL UNIVERSITY</p>	<p>Policy No: 3349-20-50</p>
<p>POLICY TITLE: Intellectual Property</p>	<p>EFFECTIVE DATE: September 1, 2011 REVISED: September 11, 2025</p>
<p>NRESPONSIBLE DEPARTMENT: General Counsel and Research and Sponsored Programs</p>	<p>All Persons Engaged in Research Activities at the University</p>

(b) Copyright Ownership

(i) The University encourages scholarly and creative activity by faculty, students, and staff. These activities include the production of works resulting from academic research or scholarly study. Authors of Copyrightable works may register the Copyrights and Publish the works as their own except for "Works Made for Hire", those where a Direct and Significant Amount of University Resources have been used in the creation of the work, or any other work covered by an agreement to the contrary.

(ii) Personal Copyrights

Works by a University Employee that are not Works for Hire, do not use a Direct and Significant Amount of University Resources, and are not subject to a grant or sponsorship agreement to the contrary are the property of the Employee.


In the case of a dispute concerning Copyright ownership the General Counsel will review information concerning the work with the Employee's Department Chair or Supervisor, and in consultation with the Vice President for Research, make a recommendation to the President. The President's decision will be final.

The University will retain title to all Copyrighted Software developed by, or with, University resources unless prior written waiver of University rights is issued.

(iii) The following notice is to appear on all University-owned material:

Copyright © (year) Northeast Ohio Medical University
Rootstown, Ohio. All rights reserved.

The date in the notice should be the year in which the work was first fixed in any tangible mode of expression.

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(iv) The general Policy of the University is to register only those of its works that have the potential for royalty return. University Copyright ownership may be relinquished only upon the authorization of the Vice President for Research and the General Counsel, who are authorized by the Board to surrender such rights if they believe it is in the best interest of the University to do so. If such rights are relinquished, the University will retain a non-exclusive, royalty-free license to use these works.

(v) Sponsored Works

The disposition of Copyrights of works created with support from an outside sponsor shall be governed by an agreement.