I. General Principles.
   a. The Institution encourages and promotes research and scholarship
      based on the traditional principles of the academic profession. These
      products may constitute Intellectual Property that could be of financial
      benefit to the individuals involved and the Institution. The primary
      purposes of this policy are to establish guidelines to support faculty, staff,
      and students, in identifying, protecting and administering Intellectual
      Property and defining the rights and responsibilities of all involved. This
      policy governs unless a specific policy provides otherwise.
   b. Any person who is uncertain as to how to identify a potential
      Copyrightable Work, Invention, Trade Secret or Tangible Research
      Property, or how the Institution implements any of these policies should
      contact the Vice President for Research and request guidance.

II. Definitions.
   a. “Author”: A person who creates a Copyrightable Work.
   b. “Copyright Agreement”: A written and signed agreement between the
      Author(s) and the Institution that explicitly defines the ownership of the
      Copyrightable Work, any control rights in cases of Mediated Courseware,
      any reimbursement for Significant Use of Institutional Resources, and the
      sharing of royalties.
   c. “Copyrightable Work or Work”: An original Work by an Author which has
      been fixed in a tangible medium of expression from which it can be
      perceived, reproduced, or otherwise communicated, either directly or with
      the aid of a machine or device, such as books, journals, software,
      computer programs (including source code), musical Work, dramatic
      Work, videos, multimedia products, sound recordings, pictorial and
      graphical Work, etc. Any Copyrightable Work that is also an Invention
      shall be governed by the General Patent and Trade Secret Policy and not
      the General Copyright Policy. A Work may be the product of a single
      Author or a group of Authors who have collaborated on a project.
   d. “Costs of Invention Protection”: The expenses incurred by the Institution
      in conducting the research and in procuring, protecting, preserving,
      maintaining, and licensing the Invention and related property rights. This
      includes the costs in securing patent protection in the United States and
      any foreign jurisdiction.
   e. “Cumulative Net Royalties”: The cumulative lifetime gross royalties and
      licensing or assignment fees less the expenses incurred by the Institution
      in procuring, protecting, preserving, maintaining, marketing and licensing
      the patent and related property rights including legal fees associated with
      the Invention, fees for patentability and marketability searches, fees
      arising out of litigations, fees for legal advice or any fees or costs directly
      attributable to the invention being licensed. Indirect costs, overhead or
      other Institution costs usually associated with operation of the Institution
and not directly attributable to the Invention will not be deducted from
gross revenues.

f. "Institution": The University of North Dakota.
g. "Intellectual Property": Collectively, all forms of property created by the
mind including, but not limited to, Inventions, Copyrightable Work,
Trademarks, and Tangible Research Property.
h. "Intellectual Property Protection Procedure": The procedure established
under VI(n) for review of Inventions by the Institution.
i. "Invention": A process, method, discovery, device, plant, composition of
matter, know-how, or other Invention that reasonably appears to qualify
for protection under United States patent law (including, but not limited to,
utility patent, plant patent, design patent, certificate of Plant Variety
Protection, etc.), whether or not actually patentable. This includes
software which may also be a Copyrightable Work. An Invention may be
the product of a single Inventor or a group of Inventors who have
collaborated on a project.
j. "Invention Disclosure": A written document which allows one skilled-in-
the-art to fully understand and practice an Invention.
k. "Invention Disclosure Committee": The Invention Disclosure Committee
will be composed of one member from the School of Engineering and
Mines, School of Medicine & Health Sciences, School of Sciences and
Arts, John D. Odegard School of Aerospace Sciences, and ad hoc
member from any School or Center with an Invention Disclosure
advancing to IPSC review. Each school will have one member and one
alternate. All members will serve two (2) year terms and will be
appointed by the VP for Research.
l. "Inventor": An individual who contributes to the conception of an
Invention under U.S. patent law and who is (are) identified as such on the
licensed patent, patent application or unpatented technology. In the case
of a patent or patent application, according to U.S. patent law, an
Inventor’s contribution must be applicable to at least one claim.
m. "Licensing Revenue": Revenue derived from any agreement licensing or
assigning Intellectual Property or Invention rights to a third party in
exchange for payment of licensing fees, research fees, milestone fees,
sponsored research or development, royalties, equipment, or like in kind
payments.
n. "Mediated Courseware": Teaching aids or instructional assets created
and/or deployed electronically. Mediated Courseware may incorporate
text, graphics, video, and audio elements. Examples of such materials
include, but are not limited to, hypertext modules, simulation software,
web sites, and databases containing numbers, images, or text.
o. "PMO": A PMO or Patent Management Organization is a third party,
which is a nonprofit organization described in section 501(c)(3) of the
Internal Revenue Code of 1986, that has as one of its primary functions
the management of Institution Inventions and receives Licensing
Revenue and gifts, or supporting or promoting the Institution or Institution research under U.S. 37 CFR Part 401 and 35 U.S.C. 200-212.

p. “Public Disclosure”: Means describing an Invention in a printed publication, a patent application or at a conference, meeting, or other public gathering, in the United States or any other country, sale or offered for sale of the Invention, use of the Invention, other than as part of experimental use, in the United States, or disclosure to any person who is not required to maintain the Invention’s confidentiality.

q. “Significant Use of Institutional Resources”: An Author’s use of other employees’ time or Institutional facilities or equipment that appreciably increases the Institution’s costs beyond those normally incurred in support of an employee in the Institution. Significant Use does not include the normal use of Institutional employees’ time, facilities, or equipment commonly available to faculty, staff, or the public, such as libraries, internet access, office space, office equipment, computers, and/or office supplies. Unless otherwise agreed, Significant Use also does not include the use of Institution developmental leave time, so long as it does not appreciably increase the Institution’s costs beyond those normally incurred in support of an employee of the Institution.

r. “Tangible Research Property”: Tangible items produced in the course of research including, but not limited to, such items as biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment. Individual items of Tangible Research Property may be associated with one or more intangible properties, such as Inventions, Copyrightable Work, and Trademarks. An item of Tangible Research Property may be the product of a single Author, Inventor or a group of individuals who have collaborated on the project.

s. “Technology Transfer and Commercialization Officer”: The individual holding responsibility for the office of Technology Transfer and Commercialization at the Institution or, where appropriate, his or her designee.

t. “Trade Secret”: Information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

u. “Trademark” (including Service Mark): A distinctive word, design, or graphic symbol, or combination word and design, that distinguishes and identifies the goods and services of one party from those of another, such as names or symbols used in conjunction with plant varieties or computer programs, or the Institutional names, logos, or derivatives thereof.

v. “Unit”. Administrative, academic or research unit of the Institution that provided the environment in which the research or investigation of the Inventor was conducted.

w. “University System”: The North Dakota University System.
x. “Vice President for Research”: The individual holding the office of Vice-President for Research at the Institution or, where appropriate, his or her designee.

y. “Work for Hire”: Defined pursuant to Federal Copyright Law which includes a Work prepared by employees (staff, faculty, or student) within the scope of their employment, created pursuant to a written agreement identifying the Work as a Work for Hire. Unless a Copyright Agreement provides otherwise, software created by employees within the scope of their employment and not treated as Mediated Courseware under section IV of this policy shall be treated as a Work for Hire.

III. General Copyright Policy.

a. Except as otherwise explicitly provided under this policy or applicable law, an employee who creates a Work retains copyright ownership of the Work.

b. If there has been Significant Use of Institutional Resources to create a Copyrightable Work, the ownership of which is vested in the individual employee, the Institution shall be reimbursed out of the royalties produced by the Work, in accord with a Copyright Agreement between the employee and the Institution up to the value of the Significant Use of Institutional Resources.

c. If an employee creates a Work for Hire, the employee must disclose the Work to the Institution pursuant to section III F. In such instances the Institution shall have the first option to secure copyright in the name of the Institution. Should the Institution decide, in writing, it would not be appropriate to secure copyright, the employee then may proceed to personally secure the copyright.

d. Copyright ownership of Work developed as a result of Work supported partially or fully by an outside agency through a contract or grant shall be determined in accordance with the terms of the contract or grant. In those cases where copyright ownership is shared between the sponsor and the Institution, the employee may share in the royalties produced by the Work in accord with a Copyright Agreement between the employee and the Institution. In those cases where copyright ownership is vested in the Institution, the Institution shall have the first option to secure copyright in the name of the Institution. Should the Institution decide, in writing, it would not be appropriate to secure copyright, the employee then may proceed to personally secure the copyright.

e. Royalties received as a result of copyright ownership by the Institution will be disbursed at a minimum of 30 percent to the employee(s) and the remainder pursuant to the negotiated Copyright Agreement. No limit shall be set on the absolute amount of royalty income the employee(s) may earn, except that it shall be in keeping with University System policy.

f. When an Author creates a Copyrightable Work the following steps should be followed to establish a Copyright Agreement between the Author and the Institution:
1. The Author will initiate the process by delivering a copy of the work and a proposal for the terms of the Copyright Agreement to the Vice President for Research.

2. After review, the Vice President for Research will forward a proposed Copyright Agreement for review and approval by appropriate department or unit heads, dean or administrative unit heads, and the Vice President for Academic Affairs and Provost for review and comment.

3. A Copyright Agreement will be entered into between the Author and the Vice President for Research on behalf of the Institution.
   i. The Institution shall be responsible for copyright registration of Work owned by the Institution, and for administering contracts with its Authors, including the responsibilities associated with maintaining records for copyright registration, royalty collection and distribution, marketing, and such other actions as are appropriate.
   ii. Authors of Works for which ownership vests in the Institution shall warrant that such Work does not infringe any preexisting copyright and shall cooperate with the Institution in the pursuit of copyright protection.

4. Disputes and questions arising under the Copyright Agreement shall be submitted to the Vice President for Academic Affairs and Provost for resolution.

IV. Mediated Courseware.
   a. Self-initiated Mediated Courseware. When an employee develops Mediated Courseware without specific direction by the Institution, unless otherwise agreed, the ownership of the Mediated Courseware shall remain with the employee. Normally, no royalty, rent, or other consideration shall be paid to the employee when that Mediated Courseware is used for instruction at the Institution and such Mediated Courseware shall not be used or modified without the consent of the employee. While the Author is employed by the Institution, the Mediated Courseware shall not be sold, leased, rented or otherwise used in a manner that competes in a substantial way with the for-credit offering of the Institution unless approved by the Vice President for Academic Affairs and Provost of the Institution. The Institution shall have a perpetual, non-exclusive, royalty-free right to use such courseware for archival research purposes. Should approval be granted to use the Mediated Courseware outside of the Institution, the provisions of section III.b of this policy shall apply.
   b. Institution-directed Mediated Courseware. When the Institution directs in an employment contract the creation of a specific Mediated Courseware, the resulting Mediated Courseware belongs to the Institution and the Institution shall have the right to revise it and decide who will utilize the Mediated Courseware in instruction. Development of Institution-directed
Mediated Courseware shall be reported to appropriate administrator(s) at the Institution through a Copyright Agreement. The Institution may specifically agree to share revenues and control rights with the employee pursuant to the Copyright Agreement.

V. Student Work.

a. The Copyright ownership of student Work that is performed in whole or in part by the student with financial support in the form of wages, salaries, stipend, or grants from funds administered by the Institution shall be determined in accordance with the terms governing the financial support or in the absence of such terms, shall become the property of the Institution.

b. The Copyright ownership of student Work generated by research performed in whole or in part utilizing equipment or facilities provided by the Institution under conditions that impose copyright restrictions shall be determined in accordance with such restrictions.

c. Students will own the copyrights to their Work produced as students of the Institution, but not within the provisions of V.a and V.b above; however, a student must, as a condition to a degree award, grant royalty-free permission to the Institution to reproduce and publicly distribute, including by electronic means, copies of the student’s Work. Where there is Significant Use of Institutional Resources, the copyright ownership shall be determined under section III. Of this policy.


a. The Institution encourages the faculty, staff, and others associated with the Institution to pursue patent and Trade Secret protection for Inventions as a method of bringing recognition and remuneration to Inventors and the Institution.

b. Section VI(n) outlines the procedure for processing of such Inventions or discoveries. The Inventor(s) shall submit an Invention Disclosure to the Institution at least 60 days prior to Public Disclosure of the Invention. At any time during the processing of such Invention, the rights, title and/or interest of such Inventions may be assigned to a PMO. The Institution President, or designee, shall sign appropriate documentation acknowledging the assignment. The PMO will assume obligations under section VI, as appropriate, and provide timely documentation to the Institution, if requested.

c. An Invention may arise from the development of a new and useful process, device or apparatus, article of manufacture, composition of matter (including, but not limited to, chemical compounds, microorganisms, nucleotide sequence, amino acid sequence, genetically engineered organisms, and the like), plant, or related improvement, or a new use for a known material or device or related improvement, or a new use for a known material or device. Any individual who is uncertain as to
how to identify a potential Invention should contact the TTC Officer and request guidance.

d. All rights to and interests in Inventions resulting from research or investigation conducted in the course of the Inventor’s employment with the Institution (including, but not limited to, the performance of a grant, contract or award made internally, by an extramural agency or by a third party) or with the use of the Institution’s resources shall be the sole and exclusive property of the Institution, or no other person or entity shall have rights of ownership or interest in such Inventions. Any and all exceptions to this Policy shall be determined and approved by the VP for Research. In all other cases, the Institution shall have the right of first refusal to the title of all Inventions derived with the use of Institution facilities, gifts, grants, or contract funds through the Institution. The Inventor shall provide all necessary declarations, assignments, or other documents as may be necessary in the course of processing the invention, patent prosecution, or protection of patent rights to assure that title in such Inventions shall be held by the Institution or other parties as may be appropriate under the circumstances.

e. This Policy applies to all Inventions made by the Institution’s faculty, staff, students, trainees, volunteers or others if such Inventions are:

1) the result of research performed by or under the direction of any faculty member, staff or student, the cost of which was partially or wholly paid for with funds under the control of or administered by the Institution and/or

2) the result of an investigation by the faculty, staff, students, trainees, volunteers or others utilizing the Institution’s facilities, laboratories or other resources available to such faculty, staff, students, trainees, volunteers or others because of their status within the Institution.

f. All Inventions conceived or actually or conceptually reduced to practice in the furtherance of research or investigation conducted by the Institution’s faculty, staff, students, trainees, volunteers or others in Paragraph VI(e) above, shall be promptly disclosed in writing to the TTC Officer. The Invention Disclosure form provided by the TTC Officer should be used for the reporting process and may be obtained from the TTC Officer or completed in consultation with the TTC Officer.

g. All rights to and interests in Inventions arising in the course of research or investigation sponsored by the Institution, any government or private agency or other sponsored research are controlled by the terms of the applicable Intellectual Property agreement, which must be reviewed, negotiated and approved by the the TTC Officer. In the absence of provisions to the contrary contained in any such research or investigation agreement or under Federal law or regulations, the following shall apply:

1) The Inventor has the right to:

i. receive notice within six (6) months of the Institution’s intention to file a patent application or otherwise to retain
title to the Inventions after the Invention Disclosure is made to the Institution of the Invention; to the Institution of the Invention;  
ii. receive a share of any licensing fees or royalties received by the Institution from the commercialization of the Invention according to the Distribution Schedule contained in VI(j);  
iii. receive from the Institution title to any Invention subject to this Policy in the event the Institution elects not to retain title; and  
iv. timely publication of their research findings provided that an Invention Disclosure has been made.

2) The Inventor is obligated to:  
i. promptly file an Invention Disclosure including the name of any collaborator;  
ii. assign title to the Invention to the Institution;  
iii. cooperate to the extent necessary as determined by the Institution in the reasonable delay of publication to allow for a timely submission of a patent application;  
iv. cooperate in prosecuting all patents applications and other required documents;  
v. participate in the defense of such patents during prosecution for interference or infringement; and  
vi. assist with licensing or marketing efforts related to the Invention.

3) The Institution has the right to:  
i. assign to the Inventor title to any Invention, subject to this Policy, for which the Institution chooses not to retain title;  
ii. assign the rights or interests of any patented or unpatented Invention owned by the Institution to a PMO; or  
iii. make, use, license, sell or exchange rights to a third party the rights or interests of any patented or unpatented Invention owned by the Institution, and exclude others from doing so.

4) The Institution is obligated to:  
i. make faculty, staff, students, trainees, volunteers or others aware of this Policy and of any ongoing agreements with external sources to evaluate and/or market such Inventions;  
ii. after the Invention Disclosure is filed, determine whether the Institution chooses to retain title and/or file a patent application and give notice of Institution’s intention and/or patent application to an Inventor within six (6) months after the Invention Disclosure is made;  
iii. expedite Intellectual Property protection; and  
iv. distribute Licensing Revenue received by the Institution for any Invention according to the Distribution Schedule contained in VI(j).
h. In no instance, and regardless of ownership of the patent, may the
Institution's name be used in connection with the marketing of the
Invention without the express written permission of the Institution.
i. The UND Chester Fritz Library Patent & Trademark Depository offers a
preliminary review of active U.S. patents at no cost to Inventors. Principal
investigators and/or Inventors are encouraged to use this resource in
proposal preparation and early in a research program to document
current patent coverage in an area of interest and as a way to identify
potential Inventions.

j. Subject to restrictions arising from obligations of the Institution pursuant
to gifts, grants, contracts, or other agreements with outside organizations,
the Institution agrees, for and in consideration of the assignment of
Invention rights, to pay Cumulative Net Royalties according to the
Distribution Schedule below.

```
<table>
<thead>
<tr>
<th>Cumulative Net Royalties</th>
<th>Inventor</th>
<th>Unit</th>
<th>Institution/PMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$25,000</td>
<td>50%</td>
<td>10%</td>
<td>40%</td>
</tr>
<tr>
<td>$25,000-$50,000</td>
<td>45%</td>
<td>10%</td>
<td>45%</td>
</tr>
<tr>
<td>&gt;$50,000</td>
<td>40%</td>
<td>10%</td>
<td>50%</td>
</tr>
</tbody>
</table>
```

When there are two or more Inventors, each Inventor shall share equally
in the Inventor's share of Cumulative Net Royalties, unless all Inventors
have agreed in writing to a different distribution of such share. The Units’
share shall follow the Inventors’ distribution share off Cumulative Net
Royalties. The Vice President for Research will have final authority in
resolving any dispute between Inventors as to the sharing of royalties
between them.

k. Cumulative Net Royalties received by the Institution and the Units must
be used to support research, to further development of Intellectual
Property, and/or to protect Institution’s Inventions.

l. An Inventor voluntarily leaving the employment of the Institution for
employment elsewhere will have the Cumulative Net Royalties due
Inventor reduced by 75%, except in the event that the Inventor
participates in the formation of a new business affiliated with the
Institution using the Invention technology.
m. The Inventor obligations under VI(g)(2) will not be terminated upon
termination of employment from the Institution.
n. Intellectual Property Protection Procedure. The Office of Vice President
for Research is responsible for the administration of this Intellectual
Property Policy. The TTC Officer is responsible for the administration of
the Intellectual Property Protection Procedure, financial rights,
negotiation and management of Invention records. If an Invention is
assigned to a PMO during the Intellectual Property Protection Procedure,
the PMO shall be responsible for its administration and provide the
Institution with the appropriate documentation if requested. This
Intellectual Property Protection Procedure serves as a guide to the
Institution community in meeting the disclosure and reporting
requirements of the Institution, North Dakota State Board of Higher
Education and cooperating agencies.

1. Intellectual Property and/or Invention Agreement Review. Prior to
executing any contract that binds the Institution or Inventor with
regards to Intellectual Property, such contract will be submitted to
the TTC Officer, who, with guidance from General Counsel, will
ascertain that Intellectual Property clauses in sponsored projects
are acceptable to the principal investigator and the Institution and
are consistent with policies of the State Board of Higher
Education, and if appropriate, to Federal law. Such agreements
include confidentiality, non-disclosure, material transaction,
consulting and like agreements containing provisions for
proprietary information and contractor, sponsored research or
development, licensing or like agreements containing provisions
for Intellectual Property. The TTC Officer shall verify that the
terms of a contract will not willfully or knowingly infringe on any
background technology on which the Institution has previously
secured a patent or on any proprietary agreement that the
Institution may have with another party.

2. Documentation and Tracking. Inventors are responsible for
recording and maintaining the discovery records of all potentially
patentable discoveries derived through Institution activity. Bound,
dated, witnessed documentation is the encouraged method for
maintaining such records. Any questions regarding the proper
method for maintaining records should be directed to the TTC
Officer.

3. Invention Disclosure. An Inventor shall make a written description
of the Invention to the TTC Officer at the earliest possible time
after the creation of an Invention. An Invention Disclosure should
be made on a form provided by the TTC Officer or prepared in
conjunction with the TTC Officer. If the written description of the
Invention Disclosure is adequate then the TTC Officer will assign
an Institution document number. The TTC Officer will have sole
discretion to determine whether the Invention Disclosure is
sufficient. If not on file, the TTC Officer will request that Inventor
signs an agreement with Institution to assign rights to Institution.
Upon making an Invention Disclosure, the TTC Officer will notify
within a reasonable period of time, if necessary, the appropriate
Federal agency providing grant support of the Invention
Disclosure, in compliance with U.S. 37 CFR Part 401 and 35

4. TTC Officer Evaluation. The TTC Officer will review each Invention
before committing Institution or other funds in the pursuit of a
patent covering the Invention, protection of the Invention as a Trade Secret, protection of the Invention under Copyright or any other form of protection of the Invention as Intellectual Property. Such an evaluation should consider the all aspects of the Invention, prior art search and assessment, discovery’s gross market potential, potential licensees, financial return, obligation to sponsoring parties, and other factors impacting the investment of time and funds to complete the patent application process. The review may entail the commissioning of market, patentability or similar studies at the sole discretion of the TTC Officer. Upon review, the TTC Officer will advance Invention Disclosure to the Invention Disclosure Committee for review, unless additional research or investigation is required towards patenting of Invention or determining sufficient value. If latter, the Invention rights may be returned to Inventor.

5. Invention Disclosure Committee Review. The Invention Disclosure Committee will review, recommend filing or not filing, and prioritize, if necessary, the filing a patent application on the Invention. Final approval will be signed by the VP for Research.

6. Patent Application. Upon approval by the Institution to pursue protection of the Invention, the TTC Officer will:
   i. notify, if necessary, the appropriate Federal agency of the Institution’s desire to retain title to the invention;
   ii. work with Inventor to file a U.S. patent application on the Invention; and
   iii. file a U.S. patent application either directly, with an external Intellectual Property firm or with a third party within the appropriate period.

7. Documentation: As necessary to protect the interests of the Inventor and the Institution, and as allowed by law, the records supporting Invention protection and appropriate documents with any commercialization organization will be maintained as confidential. The official Invention File shall the following items, if and when they are created,
   i. Documentation identifying the sources of funds used to cover the costs.
   ii. The costs of Invention protection. In the event that third Party pays for prosecution costs, said costs will be reduced accordingly.
   iii. Any obligatory contract or grant terms and conditions under which the discovery was conceived or developed.
   iv. Initial records of Invention (i.e. notebook references, drawings, sketches, etc.).
   v. Any formal records of Invention required by sponsors.
   vi. Invention Disclosure documents submitted by the Inventor(s).
vii. Invention Disclosure documents submitted to a patent agent or attorney.
viii. Inventor and Institution assignment agreements.
ix. Documentation of the approval by the Invention Disclosure Committee and Vice President for Research decision to proceed in securing a patent, the source(s) of funds used in covering the costs, and the patent attorney or other professional service involved in securing the patent.
x. The patent agent’s / attorney’s findings and assessment from a preliminary patent search.
xi. The final draft of a patent application as filed.
xii. Any patent assignment.
xiii. Any and all appropriate patent prosecution documents.
xiv. A disbursement of funds agreement identifying financial returns to the Inventor, Institution, and any patent development/commercialization entity.
xv. The issued patent.
xvi. Any licenses, equity positions, or other commercialization documents which determine financial returns to the Inventor and the Institution and its entities.
xvii. Obligatory confirmatory licenses to any sponsor.
xviii. Documentation of any abandonment of any patent by the Institution, any agreements transferring title back to the Inventor or any obligatory transfer of title to the sponsor.

The Inventor shall be provided copies of each.

8. Commercialization. Upon the decision to pursue commercialization of an Invention, the TTC Officer shall outline a commercialization plan in cooperation with the Inventor. The commercialization plan should give careful consideration to steps that could be taken to protect the value of the Invention, including the appropriate use of confidentiality agreements, material transaction agreements and other Intellectual Property agreements. A copy of this plan and annual progress reports shall be provided to the Inventor, the Institution, and any applicable cooperating agency. The principal elements of this plan shall be incorporated into any licensing agreement between the Institution and any commercialization organization.

9. Patent and/or Intellectual Property Assignment and/or Licensing. The Institution authorizes the TTC Officer to establish a means of administering and managing the Institution’s Invention assets which (1) expedites their commercialization, (2) provides means for defense of a patent, (3) maintains the secrecy of Trade Secrets and (4) provides financial returns to the Inventor and the Institution. For non-PMO commercialization organizations, the TTC Officer will be responsible for reviewing with General Counsel, negotiating and approving all agreements with third
parties relating to the assignment of Invention rights. Either the
TTC Officer, the Vice President for Research, or other designee,
are authorized to sign licensing or like agreements on behalf on
the Institution.

i. The Institution may assign or transfer ownership rights in
Inventions to a PMO at its sole discretion. When
appropriate, Institution and PMO will have confidentiality
agreements in place. If the Invention was supported
directly or indirectly by a Federal agency applicable, prior to
assignment the Institution will obtain documents showing
that the Invention has been assigned to the Institution by
the Inventor and the Institution has disclosed and elected to
retain title to the Invention to the supporting.

ii. It is the responsibility of employees and Units to provide the
TTC Officer with any and all Intellectual Property
agreements, which include consulting, confidentiality, MTA,
licensing and research agreements, to ensure that the
terms of the agreements with third parties do not conflict
with their commitments to the Institution. Each employee
shall make the nature of the employee’s obligations to the
Institution clear to any third party for whom the employee
expects to consult. Specifically, the scope of the consulting
services must be distinguished from the scope of research
commitments to the Institution.

10. Licensing Revenue Collection and Cumulative Net Royalties
Distribution. Unless assigned to a PMO, the TTC Officer will be
responsible for the collection of all Licensing Revenue and the
payment of all fees under VI(j), as appropriate, upon approval by
Institution General Counsel, and the distribution of Cumulative Net
Royalties under VI(j) upon approval by the Vice President for
Research. Documentation of the distribution of funds to the
Inventor, Institution, any cooperating agencies, and other parties
will be prepared by the TTC Officer or PMO, as appropriate, and
signed by all parties. A PMO will provide Institution a copy of such
documentation if requested.

11. Intellectual Property Documents. The TTC Officer shall maintain a
permanent filing and storage system for all original Invention
documents and any and all Intellectual Property agreements. A
copy of the document should be provided to any cooperating
agency and Inventor.

VII. General Trademark Policy
a. Trademarks developed by faculty, students and staff of the Institution
shall be treated in the same manner as Inventions.