



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
WASHINGTON, D.C. 20201

OFFICE OF THE SECRETARY

August 29, 1968

Mr. Howard W. Bremer
Patent Counsel
Wisconsin Alumni Research Foundation
Madison, Wisconsin 53706

Dear Mr. Bremer:

In accordance with our telephone conversation, enclosed for your information are copies of patent policies adopted by four different universities. I will be in contact with you as soon as I return from my vacation on September 23rd.

Sincerely yours,

Charles B. Brown
Special Assistant for
Patent Policy

Enclosures

Copy to
Ross
Young
9/4/68

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PATENT POLICY OF THE UNIVERSITY OF WASHINGTON

(As Outlined in Faculty Handbook)

Section 1. Patent Policy

a. The principle is hereby recognized that there are usually three interests involved in connection with research work and invention performed in the University by or under the direction of the research and teaching staffs of the University. These three interests are the research worker or inventor, the University, and the general public whose taxes and gifts support the University. If the research is financed wholly or in part by an outside agency, an additional interest exists.

b. In general these interests are best served by immediate publication and dissemination of the results of the research. In some cases, however, the interests of all are best protected by patenting the discoveries and inventions resulting from the research.

c. Neither individuals nor universities ordinarily have the experience and resources for the preparation and prosecution of patent applications, or for the exploitation of a patent once it is granted. Consequently, the Foundation for Research at the University of Washington was established in 1945 as a nonprofit corporation primarily through alumni initiative to serve as an agency for the processing and exploitation of patents. Patentable research and invention shall be reported to a University Patent Committee, which is advisory to the President of the University. If the results of a particular research are such as to warrant patenting, staff members shall be required to assign their rights to the Foundation, with the understanding that they will participate in the net profits derived from the exploitation of the patent.

d. Research work financed wholly or in part by an outside sponsor comes under the special provisions of the contract covering such work. All staff members or employees engaged on such research work are bound by the provisions incorporated in the agreement covering the work.

e. An invention in which the University has no vested interest, i.e., one which is developed by a faculty member on his own time and without the use of University facilities, may be voluntarily submitted by the faculty member to the Foundation for consideration as to its patentability and for subsequent processing and exploitation if accepted. In such case, the inventor will participate in the net profits derived from the patent on a basis mutually agreeable.

f. If the Foundation decides not to undertake the patenting of an invention, the Foundation and the University shall then waive all rights to the invention and the inventor shall be free to take such steps as he may wish and at his own expense.

g. In October, 1950, the Foundation for Research at the University of Washington and the University of Washington entered into an agreement with Research Corporation, a nonprofit organization, in order to finance the securing of patents and to arrange more efficiently for the issuance of licenses to promote the use of inventions. The Foundation may wish to assign inventions to Research Corporation, in which case royalties are limited to 15 per cent of gross receipts. One half of the revenues remaining after payment of royalties is remitted to the Foundation and the other half is used by Research Corporation to promote technical and scientific investigation at institutions of higher learning.

Section 2. Procedures to Investigate Patent Possibilities

a. In all instances where the results of the University research should be investigated for patent possibilities, a request for such investigation by a University patent committee should be submitted by the research worker to the executive officer of his department.

b. The patent committee appointed in each such instance will expedite its investigation and submit its report as promptly as possible to the President of the University. Such reports should specifically recommend whether or not a patent should be sought and should recommend a tentative allocation of net profits to the research worker.

c. The patent committee referred to above will be appointed by the President of the University on the recommendation of the appropriate executive officer and dean. Such committees shall have not less than three, and preferably five members. The research worker involved will not be a member of the committee evaluating his work, but the committee should obviously consult with him as to the details of the research. At least one member of the committee in each instance should be a close associate of the research worker involved and should be familiar with the research and its implications. At least one, and preferably two members of the committee should be from outside the department involved.

University Policy Regarding Patents

PREAMBLE

The Regents of the University of California is disposed, as hereinafter stated, to assist members of the faculties and employees of the University in all matters related to patents based on discoveries and inventions developed in situations where the invention has been conceived or developed by them.

It is recognized that such inventions may, and frequently do, involve equities beyond those of the inventor himself. The use of University facilities or services, the particular assignment of duties, or conditions of employment, the possible claims of a cooperating agency, as in research supported from extramural funds; these and other situations may give rise to a complex of interrelated equities or rights involving the inventor, the University, and a cooperating agency. Such rights or equities must be appraised and an agreement reached on the proper disposition of them. It is further recognized that the 15th All-University Faculty Conference of 1960 adopted a resolution urging further use of inventions as a source of intramural funds for research within the University. Therefore, to appraise and determine relative rights and equities of all parties concerned, to facilitate patent applications, licensing, equitable distribution of royalties, if any, to obtain funds for research, and to provide a uniform procedure in patent matters where such originate within the University, the policy herein set down is adopted.

STATEMENT OF POLICY

1. All matters relating to patents in which the University of California is in any way concerned shall be administered by an agency known as the University of California Board of Patents.

2. a. The Board of Patents shall be appointed by The Regents. It shall have full power of organization, except as hereinafter provided, subject to the provision that it meet at least once a year; and the members shall serve without extra compensation at the pleasure of The Regents. The normal term of appointment shall be for three (3) years.

b. The Board shall consist of eleven (11) persons selected from among the faculties and the administration of the University, and of such other groups as The Regents may determine, but of this number the Committee on Committees of the Academic Senate shall select from among the representatives at large of the University-wide Committee on Research one (1) person to serve as ex officio member for a period of three (3) years. The Chairman of the Board and Administrator of Patents shall be approved by The Regents upon the recommendation of the President of the University.

3. The following powers and duties shall be exercised by the Board of Patents:

a. To appoint a committee of experts to examine the merits of each potentially patentable invention and to cause such committee to report its findings to the Board.

b. To determine the relative equities or rights held by the inventor and The Regents or by a cooperating agency, if any, and to reach an agreement among all parties concerned with respect to such equities.

c. To authorize applications for patent and to retain patent counsel, in association with the General Counsel, for matters pertaining to the filing of patent applications, the prosecution thereof, and the litigation that may arise therefrom.

d. To release patent rights to the inventor in unusual circumstances where the equities so indicate, subject to his granting a shop right to The Regents.

e. To negotiate licenses and other agreements covering the manufacture, use and sale or lease of patented articles, or processes resulting from patents or inventions.

f. To arrange for and direct the collection of royalties and fees and the distribution thereof to those entitled thereto.

g. To assist in negotiation with appropriate University officers to obtain from cooperating agencies agreements concerning patent rights to inventions or discoveries made as a result of research carried on under grants or contracts.

h. In its consideration of matters relating to each particular patent case or situation, the Board of Patents shall take into consideration the principles laid down in the patent laws and in the court decisions of the United States.

i. To make such reports and recommendations to The Regents as The Regents shall direct.

4. Members of the faculties and employees shall make appropriate reports of any inventions they have conceived or developed to the Board of Patents.

5. An agreement to assign inventions and patents to The Regents of the University of California, except those resulting from permissible consulting activities without use of University facilities, shall be mandatory for all employees, academic and nonacademic. Releases shall be executed, where the equities so indicate, as determined by the University of California Board of Patents. Subject to overriding obligations assumed by The Regents, University faculty and staff members who are employed under research contracts, grants in aid or service to industry agreements or special State appropriations covering specific activities shall make such assignment of inventions and patents as is necessary in each specific case in order that the University may discharge its obligations, expressed or implied, under the particular agreement.

6. The Regents is averse to seeking protective patents and will not seek such patents unless the discoverer or inventor can demonstrate that the securing of the patent is important to the University.

7. The Regents agrees, for and in consideration of said assignment of patent rights, to pay annually to the inventor, his heirs, successors, and assigns, fifty (50) percent of the royalties and fees received by The Regents after a deduction of fifteen (15) percent thereof for overhead costs plus a deduction for cost of patenting and protection of patent rights. Distribution shall be made annually in January from the amount received during the penultimate year. In the event of any litigation, actual or imminent, or any other action to protect patent rights, The Regents may withhold distribution and impound royalties until resolution of the matter.

8. In the disposition of any net income accruing to The Regents from patents first consideration will be given to promotion of research.

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PURDUE UNIVERSITY
LAFAYETTE, INDIANA
Office of the President

1 May 1968

EXECUTIVE MEMORANDUM No. A-281
(Supersedes Executive Memorandum No. A-93)

To: All Members of the University (Students, Faculty, and Other Staff)

Subject: Statement of University Policy, Principles, and Administrative Procedures Relating to the Ownership of Patents, Copyrights, and Other Rights in Inventions and in Written and Recorded Materials

I. Definitions

As used in this Memorandum, the following terms have the meaning indicated:

- 1) Inventions—All inventions, discoveries, processes, methods, uses, products or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- 2) Written Materials—All literary, dramatic, and musical materials or works and all other materials or works, published or unpublished, copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- 3) Recorded Materials—All sound, visual, audio-visual, and television films or tapes, video tapes, kinescopes or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- 4) Materials—Written Materials and Recorded Materials.
- 5) University Personnel—Part-time and full-time members of the faculty, staff, all other agents and employees, and undergraduate and graduate students and fellows of the University.

II. Professional Rights of Faculty

Except as otherwise provided herein, faculty members shall retain all rights relating to classroom use and to publication or distribution of Materials which they have prepared. In those cases where the University acquires a proprietary interest in any such Materials-- see Section III and, in particular, Subsection 2) a) --the professional interest of the faculty member and the reputation of the University require that there be adequate mutual control over the use of such Materials. The extent of such control and the mutual rights with respect to the revision and withdrawal of such Materials, the limitations of their use, and provisions with respect to the termination of use, shall be set forth in a separate contract between the University and the faculty member.

III. Principle of University Ownership

1) General

Except as otherwise provided by separate written agreement or waiver heretofore or hereafter executed by duly authorized officers of the University, the University shall own all domestic and foreign rights in and to any and all Inventions and Materials made or developed by University personnel either

- a) in the course of employment by the University, or
- b) substantially through the use of facilities or funds provided by or through the University.

The rights owned by the University include all economic and property rights as well as the right to patent Inventions and to copy-right Materials.

2) Course of Employment

a) Written Materials and Recorded Materials

Materials shall be considered as having been made in the course of employment only in those cases where the individual was employed by the University for the specific purpose of preparing or producing the Materials or was specifically directed to do so as a part of his general employment duties.

b) Consulting Work

Faculty and staff members desiring to perform consulting work for outside organizations are required to obtain the prior approval of the President of the University. Inventions and Materials made or developed solely in the course of consulting work performed for outside organizations for which the approval of the President of the University has been obtained shall not be considered as having been made or developed in the course of University employment unless otherwise provided in the President's approval. Accordingly, all rights to such Inventions and Materials, other than those involving the substantial use of University funds or facilities, shall remain with the individual, provided, however, that University personnel engaged in consulting work shall not execute any agreement with any organization covering rights in Inventions and Materials unless such agreement has been approved by the President of the University.

3) Substantial Use of University Facilities or Funds

Funds and facilities provided by governmental, commercial, industrial, or other public or private organizations which are administered and controlled by the University shall be considered to be funds and facilities provided by or through the University for the purpose of this Memorandum. All rights in and to Inventions and Materials made or developed through the substantial use of such funds and facilities shall belong to the University as between the University and University personnel.

University personnel will be required to execute such assignments, waivers, or other agreements as the University may require; but no such agreements shall be made by University personnel directly with a sponsoring organization without the approval of the President of the University. The University reserves the sole right to make agreements with sponsoring organizations and to include therein such provisions regarding the ownership and disposition of rights in Inventions and Materials as it deems to be in the interest of the University and the public.

IV. Equities of Participating Parties

1) General Policy

It is the policy of Purdue University to encourage and recognize the creative efforts of University personnel and, insofar as the Board of Trustees of the University deems it consistent with the public interest, to share the financial awards of such efforts on an equitable basis. This general policy may be rescinded or amended at any time by the University, and it is not intended to and does not create any legally enforceable rights whatsoever in any University personnel in respect to any present or future Invention, Written Material, or Recorded Material. The rights of University personnel in and to any Inventions and Materials belonging to the University under Section III herein will be created and exist only by virtue of written agreements between the University and the individual or individuals concerned, as provided below.

2) Determination of Equities

a) Determination by the Committee on Patents and Copyrights

The Committee on Patents and Copyrights (the Committee) shall determine

- (1) when the rights in and to Inventions and Materials belong to the University under the provisions of this Memorandum;
- (2) whether University personnel shall be entitled to share in the net proceeds of such Inventions and Materials and, if so,
- (3) what the respective equities of the University and of the University personnel shall be.

b) General Principle of Division

The Committee shall, as a general principle but subject to all relevant provisions of this Memorandum (including, but not limited to, those relating to sponsored programs), award a two-thirds interest to the University and a one-third interest to University personnel in the net proceeds derived from Inventions and Materials belonging to the University. The Committee may make a different determination of the equities

of the respective parties depending upon the circumstances of each individual case, and may waive or release any or all of the rights of the University in appropriate cases. The Committee shall consider in each case the extent, if any, to which the Invention or Material was made or developed partially outside the course of employment by the University; the extent, if any, to which the University's funds or facilities contributed to the discovery or development; and such other factors as the Committee considers relevant and material.

c) Division of Equities Among University Personnel

If the Committee determines that more than one individual is entitled to an equity in any Invention or any Materials, the Committee shall determine the manner in which the equity award to University personnel as a group shall be divided among the individuals constituting the group, provided, however, that if such individuals shall have agreed among themselves, such agreement shall be conclusive.

d) Agreement Concerning Equities

Notwithstanding any determination by the Committee, or any other provision of this Memorandum, University personnel shall have no equities or rights whatsoever in Inventions and Materials belonging to the University unless and until a written agreement has been executed by the University and the University personnel consistent with the determination of the Committee.

e) Net Proceeds

The net proceeds derived from Inventions and Materials shall mean the gross receipts therefrom (including, but not limited to, rents, royalties, dividends, earnings, gains, and sales proceeds), less all costs, expenses and losses paid or incurred by the University in connection therewith (including, but not limited to, all direct costs and expenses, indirect costs and expenses as allocated and determined by the University, costs and expenses of obtaining and securing patents or copyrights, and all attorneys' fees).

f) Sponsored Research

In cases of Inventions and Materials made or developed in the course of sponsored research, the determinations of the Committee shall necessarily be subject to and limited by the provisions of any contracts to which the University or University personnel are parties, provided any such contracts of University personnel are authorized as provided elsewhere in this Memorandum.

g) University's Right to Dispose of Inventions and Materials

Notwithstanding any determination made by the Committee, or any other provision of this Memorandum, the University reserves the sole right to negotiate and enter into contracts for the exercise, sale, or other disposition of any and all rights in Inventions and Materials belonging to the University, under Section III herein, on such terms and conditions and for such consideration, if any, as the University shall determine, and University personnel shall have no rights with respect thereto except the right to receive such share of the net proceeds, if any, as the Committee determines, provided, however, that in the case of Materials, all such agreements by the University shall contain appropriate provisions agreeable to the University and University personnel involved pertaining to the use and re-use of the Materials within and without the University, the length of time in which the Materials may be used or re-used, and the revision or withdrawal of the Materials.

V. Procedure

1) Report of Inventions and Materials

All Inventions and Materials which may belong to the University under the provisions of this Memorandum, other than Inventions obviously unpatentable, shall be promptly reported in writing by the University personnel concerned through the appropriate department head and dean to the Committee. If more than one individual participated in the discovery or development, the report shall be signed by all such participants. The report shall constitute a full and complete disclosure of the subject matter of the discovery or development and the identity of all persons

participating therein. The participants shall furnish such additional information and execute such documents from time to time as the Committee may reasonably request.

2) Action by the Committee

The Committee shall promptly consider all reports of Inventions and Materials and shall make the determinations required under Section IV 2) within a reasonable time. The University personnel involved shall be entitled to appear before the Committee and present evidence with respect to the report. The Committee's determination shall be made in writing and shall contain a statement of its findings and grounds of decision.

3) Review of Committee Action

The President of the University may review any determination of the Committee, and he shall do so at the request of any interested person. He may affirm, modify, or reject any determination of the Committee, or refer the matter to the Board of Trustees of the University for final determination, with his recommendations. If the Committee determines that in any particular case the University should have less than a two-thirds interest in Inventions or Materials belonging to the University, such determination shall be referred to the Board of Trustees through the President of the University, and the action of the Board of Trustees shall be final. The determination of the Committee, the President of the University, or the Board of Trustees of the University, as the case may be, shall be final and conclusive and binding upon the University personnel involved as well as upon the University.

4) Organization and Powers of the Committee

a) Organization

The Committee shall consist of eleven members appointed by the President of the University. There shall be three ex-officio members: The Vice President and Treasurer of the University; the Vice President for Research of the University; and the Business Manager of the University. There shall be eight additional members appointed by the President for terms of three years each. Three of these shall be appointed upon the recommendation of the University Senate and shall be

drawn, one each, from the Senate Committees on (1) Faculty Affairs, (2) Educational Policy, and (3) University Resources. The terms of the Senate members shall be staggered to provide that one new member per year will be added to the Committee.

The Vice President for Research shall be Chairman of the Committee, which shall elect such other officers as it deems necessary. One of the Committee members appointed by the President shall be designated as Executive Secretary of the Committee and will be responsible for keeping appropriate written records of its proceedings and actions.

b) Powers

Subject to the approval and authority of the Board of Trustees of the University, the Committee shall have the following powers:

- (1) Make the determinations required of it by Section IV 2); appoint such subcommittees and consult with such experts as it may deem necessary in connection therewith; and consult with the officers of the University concerning the implementation of such determinations.
- (2) Adopt administrative regulations governing matters under its jurisdiction not inconsistent with this Memorandum.
- (3) Take such other action in connection with Inventions and Materials in which the University has or may have an interest as may be requested or approved by the President of the University.

VI. Miscellaneous

1) Memorandum Binding on University Personnel

This Memorandum as amended from time to time shall be deemed to be a part of the conditions of employment of every employee of the University and a part of the conditions of enrollment and attendance at the University by students.

2) Designee

The University may designate Purdue Research Foundation or any other representative to act for it in any respect hereunder.

3) Amendments

This Memorandum may be amended or rescinded in whole or in part at any time by the Board of Trustees of the University or by the President of the University under the authority of the Board of Trustees.

Frederick L. Hovde
President

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MASSACHUSETTS INSTITUTE OF TECHNOLOGY
PATENT AND COPYRIGHT POLICIES AND PROCEDURES

January 5, 1968

OBJECTIVES.

The basic aim of the patent policy of the Institute is to promote the progress of science and the useful arts by utilizing the benefits of the established patent system. This policy is in accord with Article I, Section 8, of the Constitution of the United States:

"The Congress shall have power...To promote the progress of science and useful arts by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries."

Patents provide a means toward the development and utilization of discoveries and inventions. Institute patent policy has been established to ensure that those inventions in which it has an equity will be utilized in a manner consistent with the public interest. The Institute is also aware of the value of patents in directing attention to effective individual accomplishment in science and engineering.

The Institute believes that where possible it should make inventions resulting from Institute research available to industry and the public on a reasonable and effective basis and at the same time provide adequate recognition to inventors.

In recognition of these objectives, the Executive Committee of the Corporation, with the approval of the Faculty Council, adopted on April 5, 1932, a statement of policy regarding inventions. The policy has been modified in certain particulars from time to time to meet changed conditions, especially those arising in conjunction with sponsored research programs.

POLICIESINVENTIONS

The Institute believes that these objectives will best be attained by defining the ownership and disposition of inventions in terms of the categories summarized below:

- A. Inventions which are subject to the terms of a sponsored research or other agreement between M.I.T. and a third party.
- B. Inventions involving the significant use of funds, space, or facilities administered by the Institute, but without any Institute obligations to others in connection with such support.
- C. Inventions not involving the significant use of funds, space, or facilities administered by the Institute.

A. Inventions which are subject to the terms of a sponsored research or other agreement are disposed of in accordance with the terms of the applicable agreement and normally become the property of the sponsor, or of the Institute subject to a license to the sponsor for its use.

Government Sponsored Programs

Grants and Contracts. With few exceptions, grants and contracts applicable to research sponsored by the Federal government provide that the government acquires rights to inventions "conceived or first actually reduced to practice" in the performance of the research. The rights thus acquired by the government may, depending on the terms of the agreement, consist of title to such inventions, the right to determine their disposition, or the reservation of a royalty-free license to the government on the understanding that the Institute will take effective

steps to develop the practical applications of the invention by licensing or other means.

Because of these commitments, the Institute cannot usually grant requests that the inventor acquire personal ownership of inventions resulting from government sponsored research. In special cases, however, the Institute, by action of the Committee on Inventions and Copyrights, may allow the inventors to receive from the Institute commercial rights insofar as the Institute's commitments to the government permit, and subject to such terms as the Committee may require.

Other Government Rights. In addition, the Federal government may acquire rights to inventions which are in the field of a Federally sponsored program of research in which the inventor has participated or which involve the use of research equipment or other laboratory facilities, materials or services which are maintained by or derive support from the Federal government. Such an invention should be discussed with the DSR Patent Section and, if it is not clear into which category the invention falls, should be disclosed as outlined under "Procedures."

Other Sponsored Research

Contracts with industrial sponsors may provide that the sponsor acquires full patent rights, in which case the Institute acquires such rights, subject to a license to the sponsor, only when the sponsor elects not to apply for a patent. Grants-in-aid from industrial sponsors, as well as grants from private foundations, should not have patent restrictions. However, donors of funds for grants-in-aid will normally be entitled to a license under any patents that the Institute may acquire as the result of work supported by the grant-in-aid, such licenses to be on terms to be negotiated.

B. Inventions involving the significant use of funds, space, or facilities administered by the Institute, but without any M.I.T. obligations to others in connection with such support, are the property of the Institute.

Academic Staff. The Institute will exercise its rights in such inventions by members of the academic staff in whatever manner will best further M.I.T.'s basic aims, giving full consideration to making the invention available to industry and the public on a reasonable and effective basis, avoiding unnecessary exclusion of any qualified manufacturer from the use of the inventions, and providing adequate recognition to inventors.

When in such cases M.I.T. undertakes patenting and commercial development and exploitation, the income will be shared with the inventor by providing him with a share of the gross royalties (normally 12 percent, but not more than the Institute's net share).

Students. When an invention in this category is by a student, the Institute will waive its rights and the invention will be the exclusive property of the student, provided his rights in the invention are not altered by the terms of any financial aid he may receive, including scholarships, fellowships, traineeships, thesis expenses, or other assistance, whether or not administered by the Institute, and provided he does not subject the invention to government rights in the manner described under "Other Government Rights" in the preceding section.

Staff members who are also part-time students shall be considered staff members insofar as disposition of patentable inventions is concerned.

C. Inventions not involving the significant use of funds, space, or facilities administered by the Institute are wholly the property of the inventor.

M.I.T. will not construe the payment of salary from unrestricted funds nor the provision of office or library facilities as constituting significant use of Institute funds, space, or facilities.

If the invention relates to any Institute program of sponsored research in which the inventor has participated, he should review the circumstances with the DSR Patent Section. If the inventor is uncertain into which category his invention falls, he should disclose the invention as outlined under "PROCEDURES."

Any staff member or student whose invention falls within this category and is therefore his exclusive property, may avail himself of the opportunity to submit the invention to the Institute for obtaining a patent and for its commercial exploitation and management under terms to be agreed between the inventor and the Institute.

INVENTION AGREEMENTS

The policies set forth above constitute an understanding which is binding on Institute staff, students and others as a condition of their participating in Institute research programs or their use of funds, space, or facilities. Where the Institute may have an obligation to assign rights in inventions to a sponsor, or may itself acquire rights under this policy, it will require a formal patent rights agreement.

COPYRIGHTS

The Institute recognizes the traditional academic freedom of its staff and students in matters of publication and copyright. However, where commitments of a contractual nature to a sponsor require, the Institute shall

have the right to determine the conditions of publication and the disposition of copyrights under a policy similar to that set forth for inventions. The Institute's copyright commitments on sponsored projects are determined by the particular contracts under which the work is performed. The Institute will endeavor to negotiate contracts on such terms as will further the Institute's basic aims in copyright matters.

CONSULTING AGREEMENTS

Any staff member who is engaged in consulting work or in business is responsible for ensuring that clauses in his agreements are not in conflict with the patent and copyright policy of the Institute or with Institute commitments. The DSR Patent Section will, upon request, provide assistance in this respect. The Institute's rights and the individual's obligations to the Institute are in no way abrogated or limited by the terms of such agreements. Each staff member should make his obligations to M.I.T. clear to those with whom he makes such agreements and should ensure that they are provided with a current statement of Institute patent policy.

PROCEDURES

ORGANIZATION

The Vice President, Research Administration, is responsible for administrative matters relating to inventions, patents, and copyrights. He shall serve as Chairman of the Committee on Inventions and Copyrights, which is appointed by the President. He shall represent the Institute in all matters of patent policy affecting the Institute's relations with government, industry, and the public.

The Committee on Inventions and Copyrights advises the Institute on patent problems arising from activities of staff and students, including inventorship, equities between inventors and the Institute, inventor participation in financial returns, and the disposition of patent equities which the Institute does not wish to exercise. This Committee shall advise as to inventions on which patent applications are to be filed, the equities involved, the arrangements for prosecution of patents and development of inventions, the issue of licenses, and special patent, copyright and publication matters submitted to it for resolution.

DISCLOSURE

Inventions Which May Involve Sponsor Property Rights

Inventions arising in the course of sponsored projects, or otherwise falling within Category A, should be disclosed to the Patent Counsel, DSR, on forms provided for this purpose, with simultaneous disclosure to the project supervisor or laboratory director where applicable. The disclosure will be promptly acknowledged in writing. The circumstances of the invention will be reviewed with those involved and the inventor will be notified in writing of the disposition that is proposed.

Inventions Involving Institute Property Rights.

A staff member or student whose invention does not involve the use of sponsored funds and

- 1) in which the Institute has property rights, or
- 2) about which there is a doubt as to the ownership, or
- 3) which is his exclusive property, but which he wishes to submit to the Institute for patenting and commercial handling,

should make a written disclosure to the Secretary of the Committee on Inventions

and Copyrights on forms provided for this purpose by the Secretary of the Committee. The receipt of this will be promptly acknowledged in writing.

Within six weeks of the receipt of the disclosure, the inventor will be notified in writing of the decision on 1) the equities involved including financial participation and 2) whether the Institute plans to file a patent application. If the Institute chooses neither to file a patent application nor to dedicate the invention to the public, the inventor will be given a release in writing. If after the Institute has filed an application it decides to abandon the patent prosecution, the inventor will be promptly notified in writing and all rights revert to the inventor.

In those cases in which the Institute has obtained a patent without obligation to sponsors, if no arrangement has been made for commercial development within a reasonable period from the date of the issuance of the patent, the inventor(s) may request in writing a return of the Institute's patent rights. The Committee on Inventions and Copyrights will either grant his request or will advise the inventor of the Institute's plans for the development of his invention.

DETERMINATION OF EQUITIES IN SPECIAL CASES

In the event there is any disagreement between the Committee on Inventions and Copyrights and the inventor or inventors, the Chairman of the Faculty shall appoint an Ad Hoc Faculty Committee to consider the issues and make findings and recommendations to the President of the Institute.