

STANDARD TERMS FOR INTELLECTUAL PROPERTY RIGHTS IN INDUSTRY-FUNDED COLLABORATION OR RESEARCH AND DEVELOPMENT AGREEMENTS

1. FOR GIFT-FUNDING
 - a. Money gifted for a specific research purpose;
 - b. Eligible for charitable deduction;
 - c. No significant obligations owed back to the donor in exchange for the donation.

2. FOR FUNDING BY INDUSTRY SPONSOR WHO IS COLLABORATING IN THE RESEARCH
 - a. Most appropriate for product-specific scientific work that is in development stage (e.g. we are working with a company's prototype or a product in beta-testing);
 - b. Intellectual contribution to the project should come from both the industry collaborator and the university (industry's contribution can come through sharing of prototype, or other late stage development product);
 - c. General rule is the ownership of inventions is determined by inventorship (e.g. University inventors = university ownership, industry inventors = industry ownership, joint inventors = joint ownership);
 - d. In rare cases where industry sponsor has substantially developed IP (e.g in cases where a product has been developed and is at beta-testing or prototype testing stage) University may be willing to allow for ownership of IP vesting in industry sponsor. This would be done in recognition of the substantial development time and dollars that the industry sponsor has put into developing the commercial product or service and in recognition of the nature of the University's research as "development" research as opposed to "basic" research..

3. FOR FUNDING BY INDUSTRY SPONSOR WHO IS PROVIDING "SOMETHING OTHER THAN JUST CASH"
 - a. For research projects where the industry sponsor is providing background intellectual property, confidential information or assets or a detailed statement of work that lays out inventive steps our researchers should take, we would follow the general rule that ownership of inventions is determined by inventorship, but
 - b. The University would be willing to give the industry sponsor a non-exclusive, royalty free license to use any university-owned intellectual property for its desired field of use.
 - c. The University may also be willing to give the industry sponsor an option to negotiate an exclusive license of any university-owned intellectual property so long as the option term is not unreasonable in length.

4. FOR FUNDING BY INDUSTRY SPONSOR WHO IS PROVIDING DOLLARS

- a. For research projects where the industry sponsor is providing cash to fund our research, we are willing to provide the sponsor with all research data that arises out of the research project but we will not give any preferential rights to intellectual property that arises out of the project.
- b. We would remind our industry sponsors that, as a not-for-profit, our charges for the research work can reflect only our costs; there is no “profit” or “mark-up” in what we can charge. Our general rule is that research funding pays for the research results but not for any intellectual property that results.
- c. Ownership of intellectual property is determined by inventorship
- d. The University may also be willing to give the industry sponsor an option to negotiate an exclusive license of any university-owned intellectual property so long as the option term is not unreasonable in length.