

The University of Kansas Medical Center

Human Resources

1052 Wescoe

PATENT AGREEMENT

I, _____, acknowledge accept and agree to abide by the statement of patent policy published in The Handbook for Faculty and Other Unclassified Staff of the University of Kansas. * More specifically, for the effective implementation of that patent policy I agree: 1) to report promptly, through the Office of Graduate Studies and Research, all inventions conceived by me in the course of research and related activities at the University; 2) to abide by the decisions of the advisory committee of the University appointed as provided in said patent policy; 3) to assist the University of Kansas or appropriate patent management firm determined by the University in the prosecution of patent applications of such inventions; 4) to assign to the University of Kansas all right, title, and interest in any patents issued on such inventions. Finally, if I work on a project supported in whole or in part by an external sponsoring agency, I agree to comply with all terms and regulations on patents and inventions prescribed by the agency and accepted by the University.

I further agree that the term "invention" as used in this Agreement means any process, machine, manufacture, composition of matter or design, or any new or useful improvement thereof, and any variety of plant which is or may be patentable under the Patent Laws of the United States.

Date _____ Signature _____

K.S.A. 44-130 provides that this agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

- (1) the invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or
- (2) the invention results from any work performed by the employee for the employer.

For further information, consult the Handbook for Faculty and Other Unclassified Staff.

Please list below all inventions which you are currently developing. Attach another page, if necessary.

* See reverse side for Board of Regents Policy

BOARD OF REGENTS PATENT AND COPYRIGHTABLE SOFTWARE POLICY

Patents obtained on inventions or the ownership of copyrightable software with an actual or projected market value in excess of \$10,000 annually resulting from institutionally sponsored research shall be retained by the institution or may be assigned to an organization (hereinafter called the Organization) independent of the institution and created for the purpose of obtaining patents on inventions, receiving gifts, administering or disposing of such patents, and promoting research and the development of intellectual property at the institution by every proper means. The following regulations shall be followed with respect to inventions or software: (10-19-00)

(1) Anyone who conceives an invention or who develops copyrightable software that is not included in mediated courseware resulting from a research project sponsored by the institution shall report the matter to the appropriate research administrator at the institution, who will recommend whether or not to forward it to the Organization. (10-19-00)

1. If the institution or the Organization decides that the invention does not warrant patenting, the inventor is free to patent it. In such case, however, the institution does not relinquish its right to publish any of the data obtained in the research project. If the institution or the Organization decides not to further the use of the copyrightable software, it shall assign the rights therein to the creator(s).
2. When any revenue is obtained by or on behalf of the institution from the development or assignment of any patent or from royalties, license fees or other charges based on any patent or copyrightable software, not less than twenty-five (25) percent of revenues shall be paid to the inventor(s) or creator(s). Revenue sharing shall begin only after the institution recoups costs as set forth in this policy.
3. The remainder of any revenue mentioned in Paragraph 3 shall be used to sponsor further research and research-related activities in the institution. The institution may agree that the Organization may retain a portion of the funds.
4. In case of cooperative research sponsored in part by an outside corporation or individual, a written contract shall be made between the institution and the cooperating agency. This contract should include a statement of policy substantially equivalent to that outlined below:

"It is agreed by the parties to this contract that all results of experimental work, including inventions, carried on under the direction of the scientific staff of the institution, belong to the institution and to the public and shall be used and controlled so as to produce the greatest benefit to the public. It is understood and agreed that if patentable inventions or copyrightable software grow out of the investigation and such inventions or software have commercial value, the cooperating agency shall receive preferential consideration as a prospective licensee, with a view to compensating said cooperating agency in part for the assistance rendered in the investigation."

"It is further agreed that the name of the institution shall not be used by the cooperating agency in any advertisement, whether with regard to the cooperative agreement or any other related matter."

(6) In case of a research project where it is proposed that all costs including overhead, salary of investigator, reasonable rent on the use of equipment, etc., are paid by an outside party, the outside party and the institution shall negotiate the appropriate assignment of all patent or copyrightable software rights prior to the provision of any funding by the outside party. The institution shall reserve the right to publish all data of fundamental value to science and technology.

(7) Changes in the above policies may be made by the institution to conform to the requirements of the United States Government when contracting with the United States Government or a Federal Government Agency.