



Policy

UNIVERSITY POLICY SR-02.01-07/13

TO: University of West Florida Community

FROM: Dr. Judith Bense, President

SUBJECT: Intellectual Property Policy

REFERENCE: Section 1004.23, Florida Statutes

Policy/Purpose: University of West Florida Intellectual Property Policies

Responsible Office: Office of Sponsored Research

**The University of West Florida
Intellectual Property Policy**

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Appendix I

Invention and Work Disclosure

A. General Comments

Central to the purpose of the University of West Florida are teaching, research, and service. Research is undertaken to educate students, to stimulate a spirit of inquiry, to solve problems, and to discover new knowledge. Patentable inventions and other marketable forms of intellectual property may result from research conducted by University personnel. The University of West Florida believes that a university has an obligation to serve the public interest by insuring that such intellectual property is appropriately developed.

The University of West Florida Intellectual Property Policy is meant to encourage and enable technology development and transfer for the benefit of the public. Adequate recognition of and incentive to potential inventors through the sharing of the financial benefits resulting from the transfer and development of patentable inventions and other marketable forms of intellectual property encourages the creation of such intellectual property. At the same time, the University's share in the financial benefits provides funds for further research at the University. In order to have successful technology transfer, a team effort on the part of the Creator of the intellectual property, the staff of the University's Research Foundation and Office of Research and Sponsored Programs ("RSP"), the administrative staff of the Creator's department and college, and others involved in the Creator's research enterprise is necessary. Many factors must come together to make technology transfer successful. There must be: appropriate intellectual property; an effort on the part of the Creator to assist in protecting and marketing the intellectual property; an effort on the part of the Research Foundation to protect, market, and license the intellectual property; a corporate licensee that is willing to invest the money, time, and effort to turn the intellectual property into a marketable product; and a market that is ready to buy the product when it has been fully developed and is ready to be sold. The University's policy is intended to further that result.

It is the intent of the University that where possible, and after disclosure to the University of the invention or work, the University and the Creator should negotiate a written agreement concerning the ownership, control, use, and compensation of the invention or work that takes into account the distinct nature of the work, the potential markets and methods of distribution, the academic and business objectives of the Creator and University, and intended reproduction, use and control of any copyright to maximize the mutual benefits to the Creator and the University community.

It is the intent that both the Creator and University retain a non-exclusive royalty free license to use and reuse the invention or work for educational purposes where such license does not violate the terms of any provision in a sponsoring agreement or interfere with the pursuit of intellectual property ownership rights under federal or state law.

The Intellectual Property Policy, as set forth below, is a University-level document and applies to all "University personnel," as that term is defined in the policy.

B. Legal Considerations

With the passage of the Bayh-Dole Amendments, Public Law 96-517, entitled "The Patent and Trademark Amendments Act of 1980," the federal government facilitated the retention of intellectual property, particularly inventions, by universities. In this act the federal government gives nonprofit organizations, including universities, the right to retain title to inventions they have made in the performance of government grants and contracts. The act reflects Congress' intention that these organizations use the patent system as a vehicle to "effectuate the transfer of government-funded inventions to the public."

The Intellectual Property Policy of the University of West Florida is based on Section 1004.23, Florida Statutes, which authorizes the University to license, protect, and otherwise deal with the work products of University personnel. All University of West Florida personnel are required to disclose certain works and all inventions which that person may develop or discover while affiliated with the University. Such a disclosure requirement is also found in Article 18 of the Collective Bargaining Agreement between the University and the United Faculty of Florida, which governs faculty members in the collective bargaining unit. Both this policy and the collective bargaining agreement set forth the standards under which the University's ownership of such works and inventions are determined. These are explained in section C of this policy.

C. University Inventions and Works

C.1. Definitions

For the purposes of this Intellectual Property Policy, the following definitions shall apply:

- a. "University" shall mean the University of West Florida.
- b. "University personnel" shall include full-time and part-time employees of the University, including faculty, administrative and professional, University Work Force, and Other Personnel Services employees; appointees of the University, including certain faculty members and all volunteers; persons paid by or through the University, including fellows; and anyone working under University auspices. Students who are encompassed within any of these categories shall be considered "University personnel."
- c. A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material is included in this definition.
- d. An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material is included in this definition.

e. "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

f. "Intellectual property" includes all works and inventions.

g. A "Creator" shall mean a member of University personnel who creates a work or invention.

h. "University support" shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

i. "Independent efforts" with regard to a work means that the ideas for the work came from the Creator, the work was not made with the use of University support, and the University is not held responsible for any opinions expressed in the work.

j. "University-supported work" shall mean a work of a Creator not made in the course of independent efforts. Notwithstanding the foregoing, "University-supported works" do not include scholarly articles published in journals independent of the University and theses or dissertations of graduate students. "University-supported works" do not include: (1) books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and (2) works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment. However, a work described under (2), called an "instructional work" in this policy, must be disclosed by all employees.

k. "RSP" shall mean the Office of Research and Sponsored Programs of the University of West Florida. The Associate Vice President for Research has been designated by the President of the University to carry out the responsibilities of the Division of Sponsored Research as authorized by Section 1004.22, Florida Statutes, and the implementation of Section 1004.23, Florida Statutes, concerning the work products of University personnel. Only RSP shall be authorized to commit available University funds for the expenses of licensing and patenting of inventions on behalf of the University.

l. "Research Foundation" shall mean any corporation serving as , a direct support organization of the University designated to promote, encourage, and provide assistance to the research activities of University faculty, staff, and students.. At the sole discretion of the University, works and inventions in which the University asserts its interests may be assigned to a Research Foundation. If a work or invention is assigned to the Research Foundation, the Research Foundation follows the same policy as the University in the distribution of proceeds. If no Research Foundation is functioning on behalf of the University, references to the Research

Foundation shall be disregarded or shall be deemed to refer to the University, as the context requires.

m. "Development expenses" shall mean all moneys paid by the University and Research Foundation for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent filing fees, protection of patent, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity interests, travel, attorneys' fees, and research costs. Not included as development expenses are salaries and general operating expenses of University administrative personnel.

n. "Gross revenue" shall mean: (1) proceeds from the sale, lease, transfer, or other conveyance of an invention or work by the University and/or the Research Foundation, and (2) license issue fees, option fees, running royalties, and equity interests paid to the University and/or the Research Foundation by a licensee of an invention or work, except that such equity interests, or portion thereof, shall not be considered "gross revenue" unless and until the equity interests, or portion thereof, are sold by the University or Research Foundation.

o. "Net income" shall mean gross revenues less all development expenses for a work or invention and its improvements.

p. A "program" shall mean the specific University research program within which an invention or work was developed.

C.2. University Rights to Inventions and Works

An invention which is made in the field or discipline in which the Creator is engaged by the University or made with the use of University support is the property of the University. The Creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. An invention made outside the field or discipline in which the Creator is engaged by the University and for which no University support has been used is the property of the Creator. In the latter case, however, the Creator and the University or Research Foundation may agree that the invention be pursued by the University and the proceeds shared pursuant to this Intellectual Property Policy.

A work which is made in the course of independent efforts is the property of the Creator. A University-supported work is the property of the University. The Creator shall share in the proceeds from a University-supported work subject to preexisting commitments to outside sponsoring agencies. University personnel are required to disclose promptly, pursuant to the disclosure procedures set forth in section D.2., all inventions and University-supported works made in the field or discipline in which the Creator is engaged by the University, or made with the aid of significant University support, including all instructional works. *All inventions must be disclosed, even those believed by the Creator to be unrelated to his or her University duties and not involving the use of University support.*

However, a work described under (b), called an "instructional work" in this policy, must be disclosed by all employees. University personnel have the obligation to refrain from any act that would defeat the University's rights in any works and inventions as well as the works and inventions of other University personnel. In order to maintain the University's rights to obtain patent or other intellectual property protection of an invention or work, University personnel must maintain the confidentiality of each invention and University-supported work consistent with the University's decisions regarding the protection desired, commercialization, and/or other uses of the invention or work. This is particularly important for works and inventions that have been sponsored by an outside entity through a grant or contract. If the publication of research results may reveal an invention, University personnel must ask RSP or the Research Foundation for advice on how and when to publish the results in order that patent protection for the invention is not compromised. It is the University's policy to publish the research results as soon as possible consistent with the securing of patent protection.

In accordance with recognized scientific research procedures, University personnel are required to record all research data and information accurately and clearly and to keep all such data in a permanent and retrievable form. In addition, with regard to a patentable invention, original laboratory data must be kept for the life of the patent. University personnel must also securely store tangible property (such as biological materials, chemical compounds, and electronic storage devices) related to an invention or work to which the University has asserted or may assert its ownership rights. Personnel who leave the University may be permitted to copy their laboratory notebooks and take the copies with them, or take samples of tangible property with them, although they are required to maintain the confidentiality of the data contained within the notebooks or the tangible property. The original notebooks will remain at the University.

C.3. Research Financed by Outside Sponsors and Outside Consulting Arrangements

It is the University's policy, except in unusual cases, to require that works and inventions developed in the course of University research sponsored by private persons, business and not-for-profit entities, and state and local governmental agencies be the property of the University.

An exclusive option may be accorded to the sponsor with regard to inventions. The sponsor may be offered the option to acquire an exclusive license within a stated number of months from the disclosure of the invention to RSP or the Research Foundation.

Faculty and other University employees engaged in consulting work should use great care to ensure that their consulting agreement(s) are not in conflict with the University's policies on outside activities and financial interests. Consulting agreements frequently require that the consultant waive intellectual property rights as a condition of employment. Approval of such requests will be based on a determination that the University does not possess any interest in such rights or that the agreement is appropriately modified concerning such rights. Where consulting activities involve a reduction to practice of inventions or works or potential inventions or works conceived under federal sponsorship or University support, permission to waive rights to the company or the inventor will not be granted. A determination by the University must be initiated by submitting a Report of Outside Activities/Determination of Conflict of Interest

(available from RSP). University personnel engaged in approved consulting work are required to disclose any University work or invention made in the course of the work in accordance with the instructions of subsection D.2. of this policy.

C.4. Relationships between the Creator and the University Regarding Inventions

Two separate relationships between the Creator and the University with regard to inventions are recognized:

a. Inventions Made Outside the Creator's Field and Without University Support

If an invention is made or developed without any University support in a field other than the field or discipline in which the Creator was engaged by the University to teach, do research, or perform other duties, the rights to the invention will be assigned to the Creator. Under these conditions, the Creator is, nevertheless, required to make full disclosure of the invention in accordance with subsection D.2. of this policy so that the University may make a determination of rights.

b. Inventions in the Field in Which the Creator is Engaged or Made with University Support

If, after a full disclosure of an invention and review in accordance with section D. of this policy, the invention is determined to have been made or developed in the field or discipline in which the Creator was engaged by the University to teach, do research, or perform other duties, or the invention is determined to have been made with University support, RSP may, on behalf of the University:

(i) elect to waive the University's rights to the invention, thus allowing the Creator to protect the invention as he or she may wish. If outside funds supported the work leading to the invention, this waiver is subject to any provisions in the sponsoring agreement. In cases in which the University has waived its interest and the invention was supported by federal funding, any waiver must be to both the supporting federal agency and the Creator(s). In addition, the waiver shall not affect the right of the University and the State of Florida to royalty-free use of the invention, nor shall such a waiver be granted until any pre-existing commitments to sponsoring agencies with regard to inventions are cleared. In general, the University will not waive its rights to inventions of Creators who are full-time employees or appointees of the University; or,

(ii) elect to acquire title to the invention by assignment (i.e., the Creator assigns the rights to the University). The development and marketing of the invention is at the discretion of RSP and the Research Foundation. Generally, RSP or the Research Foundation seeks to develop and market the invention and may elect to seek patent or other legal protection. Once application for a patent has been made, RSP or the Research Foundation will be responsible for the development and negotiation of licensing agreements in order that the invention is managed in a way which serves the public interest. In certain cases, the University may elect to license the invention to the Creator for a minimal royalty, and the Creator may elect to obtain patent protection; or,

(iii) decide the invention disclosure is premature or incomplete, in which case, the Creator will be asked to resubmit the invention disclosure when additional information is obtained.

C.5. Relationships between the Creator and the University Regarding University-Supported Works

Any University-supported work is required to be disclosed under the procedures of section D. or, on behalf of the University, may elect to pursue any of the three alternatives described in C.4.b. above with regard to disclosures of University-supported works.

C.6. Distribution of Net Income from Works and Inventions

With regard to any Work or Invention title to which is owned by the University, Net Income less any foreseeable development expenses RSP or the Research Foundation (or in the case described in C.4 (iii), the Creator) deems necessary to defend or maintain the Work or Invention ("net adjusted income") will be distributed as follows:

For net adjusted income up to \$250,000
(Schedule A):

70% individual Creator(s)
30% University

For the portion of net adjusted income over \$250,000
(Schedule B):

30% individual Creator(s)
70% University

Notwithstanding the above, all net adjusted income from RSP or the Research Foundation's sale of equity interests originally paid to RSP or Research Foundation by a licensee shall be distributed according to Schedule B. Distributions of income will be made semiannually on or before June 1 and December 1 of each year. This distribution schedule allows RSP or the Research Foundation to assure that all applicable licensing and related expenses have been accounted for. RSP or the Research Foundation may, at its sole judgment, withhold or delay distribution of any income if there is a foreseeable development expense yet to be incurred. In instances where funds are held because of foreseeable development expenses or where expenses exceed revenue, an accounting of such will be sent to the Creator's department and college indicating the amounts received for the current six-month period and the amount of the anticipated expense or deficit. Once expenses are known with certainty, any excess withholding will be distributed.

Payments of the portion allocated to the Creator(s) must be made to Creator(s) individually and cannot be assigned by the Creator(s) to other parties or entities. The only exception will be that after a Creator's death, appropriate notification by the personal representative of the Creator's

estate, and court approval, if necessary, payment will be made to the Creator's heirs or devisees. An IRS Form 1099 or other appropriate form will be issued to the Creator(s) for their share of revenues. The University cannot advise individuals on the tax consequences of these payments.

In the event there are multiple Creators for an invention or work, the Creators' share will be divided equally among all Creators. If the Creators agree among themselves to a different split, RSP or the Research Foundation must be notified in writing at least one month prior to the date of the first income distribution as to the agreed-upon division of income. The University portions distributed to the academic units, which are the academic units of the Creator(s) at the time of the creation of the invention or work, will be pro-rated when more than one unit is involved. RSP will make the final decisions on the proration of such portions to academic units. In the case of licenses or other transactions involving multiple inventions or works, RSP shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved. The University portion allocated to the program (or programs) remains under the control of RSP. If there is more than one program in which the invention or work was developed, the program portion will be prorated as determined by RSP. If a Creator should leave the University, the portion allocated to the Creator's program will be allocated to that program as long as the program exists and consists of research in the same area as that conducted by the Creator prior to leaving the University. If the program ends, the portion allocated to the program will be allocated to RSP or the Research Foundation. Any determinations regarding the distribution of the University portion of net income to programs shall be at the sole discretion of RSP. RSP or the Research Foundation will utilize its share of the net income distribution to support research activities at the University. Funds allocated to academic units must be used solely for the support of research at the University.

Equity in lieu of Cash Payment.

RSP or the Research Foundation may elect to accept equity in lieu of cash payments for a license fee or royalty. The decision to accept equity in lieu of cash is made at the sole discretion of RSP or the Research Foundation and does not constitute an obligation on behalf of either entity to make a disbursement of equity to the Creator(s) or to department(s) and college(s) until the equity is sold. RSP or the Research Foundation will own and exercise all rights of ownership, including the rights to vote equity interests on all matters which are subject to the consent or approval of the holders of similar equity interests (including voting such equity interests for the election of the directors, approving or disapproving amendments to articles of incorporation, etc.). RSP or the Research Foundation will retain and own the equity interest until the sale or exchange of the interest. The decision as to when to sell or exchange equity resides in the sole discretion of the Vice President for Academic Affairs in the case of RSP and with the Board of Directors in the case of the Research Foundation. When selling, exchanging or otherwise disposing of any equity interests, RSP or the Research Foundation may agree to pay such commissions or other fees or charges and may incur such expenses as it shall determine at its sole discretion.

All such expenses are considered development expenses in determining net income to be distributed.

C.7. Relationships Between Employees and the University Regarding Business Transactions

University employees are required to receive appropriate permission before soliciting business from the University by completing and submitting a Report of Outside Activities/Determination of Conflict of Interest.

This form must be submitted by a Creator employee with a financial and/or managerial interest in a business or a contractual relationship (for example, an employment or consulting agreement) with a business entity which is licensing or otherwise entering into a business relationship with the University or the Research Foundation concerning the employee's invention or work.

Disclosure and approval of the interest or relationship must be accomplished by requesting an exemption under Section 112.313(12)(h), Florida Statutes. Guidelines for submitting a request may be obtained by contacting RSP or the Research Foundation. Further information on outside activities, financial interests, and conflict of interest law and policies is found in the University of West Florida Conflict of Interest Policies and Procedures available from Academic Affairs and all academic units.

D. Procedures Regarding Inventions and Works

D.1. Organization

RSP is responsible for all matters relating to patents, trademarks and copyrights as related to the identification, protection, and commercialization of intellectual property. RSP staff are the primary contacts for Creators with regard to the disclosure of inventions and works and during the subsequent stages of protection, marketing, licensing, and other activities.

D.2. Making Disclosures

A timely and complete disclosure on the designated disclosure form ([Appendix I](#)) to RSP or designee must also be acknowledged by the signature on the disclosure form of the Creator's department chairperson.

D.3. Disclosure Review

RSP will conduct a review of the disclosure that shall assess the respective equities of the Creator and the University in the invention or work and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

RSP shall recommend whether the University should assert or waive its interest in the invention or University-supported work based on a determination of potential technical and market value.

RSP may employ outside evaluators and other consultants to review the disclosure, as well as to assist in the licensing, other commercialization, or protection of the invention or work.

RSP will determine the University's interests consistent with the provisions of Section C. of this policy. It shall be the obligation of the Creator to be available to provide additional information as needed in all stages of this procedure.

D.4. Determination of Ownership

RSP shall inform the Creator of the University's decision regarding ownership and the University's legal rights as soon as practicable, normally no later than 120 calendar days from receipt of the complete disclosure in the case of an invention and 60 days from receipt of the complete disclosure in the case of a University-supported work. If the University's ownership interest is waived to the Creator(s), it is the policy of the University that the Creator(s) must disclose the potential conflict of interest created by the ownership interest when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such cases the University, through the Creator(s) and appropriate administrators, must have established the means to manage the conflict prior to conducting the research. At any stage in the commercialization of an invention or work, RSP or the Research Foundation may elect to withdraw from further involvement in the protection or commercial application of the invention or work. At the request of the Creator in such case, RSP or the Research Foundation shall transfer the intellectual property rights to the Creator, unless subject to the ownership rights of a federal agency. If the property rights are transferred to the Creator, none of the costs incurred by the University or on its behalf shall be assessed against the Creator unless they are development expenses deducted from gross revenues received by RSP or the Research Foundation prior to the transfer. The transfer shall not affect the right of the University and the State of Florida to royalty-free use of the invention or work.

Inventions and works in which the University has asserted its ownership interest may be protected, marketed, and licensed as appropriate. RSP or the Research Foundation licensing specialist with responsibility for a particular disclosure will play a primary role in taking appropriate action on such disclosure in close collaboration with the Creator(s) and appropriate departments or colleges at the University. All final decisions with regard to inventions and works in which the University has asserted its ownership interest are made by the University.

Note: University rules and collective bargaining agreements provide informal appeal and formal grievance procedures for University employee and students who believe that they have not been afforded their rights under those rules and agreements. Employees and students should refer to the appropriate handbooks, rules, and collective bargaining agreements for further information.

E. Effective Date

This policy of 2013 shall be effective on the date of execution by the President. This policy restates the existing policy, which was effective November 1, 1999, with the exception of those provisions concerning distribution of proceeds as set forth in Section C.6. of this policy, which were effective as follows: The proceeds from any works or inventions which were the subject matter of any license agreement or other transaction entered into by RSP or the Research Foundation before November 1, 1999 shall continue to be distributed pursuant to the previous

University of West Florida Patent Policy or any previous agreement entered into by the Creator and the University. The proceeds from any other works or inventions are governed by the provisions of Section C.6. of this policy.

Approved By:

Dr. Judith A. Bense, President

Date: 7/29/13

Appendix I

Invention and Work Disclosure

Invention Disclosure Form Information

Purpose and Format of Invention Disclosure Form

This form is used to disclose an invention as required by University of West Florida Intellectual Property Policy (explained in the University of West Florida Intellectual Property Policy). (If a “work,” which refers in general to copyrightable material, must be disclosed, the disclosure should be on the form entitled “Work Disclosure.”) An invention disclosure should be made when something new and useful has been conceived or developed, or when unusual, unexpected, or unobvious research results have been achieved and can be utilized.

The University of West Florida needs the information requested in this form to permit evaluation of your invention to determine whether the invention is patentable and whether commercial development is feasible. The invention should be clearly described in Section 1 of this form so that someone having knowledge in the field of the invention can understand the technical merits of the invention, its usefulness, and possible practical applications. Information that helps evaluators appreciate the invention will increase its ultimate chances for successful patenting, if that is appropriate, and later market development.

The remainder of the disclosure form covers certain general issues that need to be taken into account with every invention. The subject covered in Section 4 is of particular importance as the public disclosure of the invention places severe limitations on available patent protection. **Non-confidential disclosure of an invention (to people outside the University) may initiate a one-year period within which a United States patent application may be filed. If an application is not filed within that time, U.S. law prevents one from obtaining patent protection of the disclosed invention. The patent laws of most other countries are even more strict: in general, the right to patent protection is lost immediately upon public disclosure unless a U.S. patent application is filed prior to such disclosure.** Thus, to ensure the possibility of worldwide patent protection, it is important that invention disclosures be submitted for timely review so that a U.S. patent application can be filed before public disclosure occurs.

Information used in determining rights to the invention is requested in Section 5. Identification of the financial support used during the development of the invention helps determine whether there are contractual obligations to external research sponsors that may affect such rights.

In Section 6, you are to identify the individuals who are inventors of the technology disclosed. It is important to note that inventorship is determined pursuant to United States patent law. Thus, this list may need to be revised during the process in order to accurately reflect the names of

inventors. In Section 7, only the person completing the disclosure form and the department chairperson need to date and sign the form.

All questions are important, so please respond to each of them even if the answer is “none” or “not applicable”. If more space is needed, feel free to use additional sheets. For any questions regarding this form, please call the Office of Research & Sponsored Programs at 474-2825.

UWF # _____
CONFIDENTIAL

INVENTION DISCLOSURE

Disclosure of Invention

An invention includes any discovery, new and useful process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification translation, or extension of these items, and any mark used in connection with these items. Under patent law, this may include drugs, newly discovered, mutated or genetically engineered microorganisms or plants, new or altered forms of plant life, vaccines, cells, tissue and organ cultures, products of recombinant DNA research, hybrid cell cultures, processes involving microorganisms, monoclonal and polyclonal antibodies, engineered proteins, and some computer programs and designs.

TITLE: _____

(Brief, but comprehensive, technically accurate, and descriptive)

CONCISE DESCRIPTION OF THE INVENTION: Your disclosure should enable someone having knowledge of the field to understand the invention. Include essential elements (features, concepts, or new results of the invention, whichever is most applicable), their relationship to one another, and their mode of operation. Identify the elements that are considered novel. Also, if the invention is an apparatus or system, attach drawings or a sketch and indicate if it has ever been built or tested. Use additional pages, attach drawings, manuscripts, papers, or other supporting material to facilitate understanding the invention. Attach any data which shows that the invention works.

2. Uses/Usefulness/Any Advantages of the Invention over Currently Available Technology

Describe what is presently in the field. Identify existing devices or processes (and their shortcomings) and list any published material such as patents, commercial literature, and scientific articles relating to the invention. Identify the advantages or benefits of the invention over currently available technology, such as efficiency, cost benefit, simplicity, overcoming a defect. Identify possible uses or new uses of the invention (especially important if the invention is a chemical compound).

Potential Commercial Applications of the Invention/Potential Licensees

If you are aware of a definitive licensee or a research sponsor who will license this invention, we must know immediately. Please indicate that company (with specific individual and phone number) in the space below:

Where would your invention have the most commercial value? Please indicate your evaluation by ranking the following geographic areas (1 being the highest).

United States _____ Japan _____
Europe _____ Other (Please specify) _____

Please estimate the annual sales of your invention three years after product launch, and explain how you arrived at this number. \$ _____

Have you communicated with any industry representative regarding your invention? YES _____ NO _____

Date of Disclosure ____
Company ____
Address ____
City/State/Zip ____
Telephone Number ____
Individual Contact ____
Official Title ____

Was such disclosure made under a confidentiality agreement? YES _____ NO _____

Do you wish to license this invention for your own company? YES _____ NO _____

Do you wish to continue research on this invention if the entity licensing the invention provides funding? YES _____ NO _____

Public Disclosure/Publication Plans

Public disclosure includes abstracts and presentations at scientific meetings (including poster sessions), public seminars, shelving of theses, publications, disclosure to others outside of the University who have not signed a confidentiality agreement, and the use, sale, or offer of sale of the invention. Identify dates and circumstances of any such disclosures. Also, indicate your future disclosure or publication plans, and NOTIFY Research & Sponsored Programs (address given in section 8) if the invention becomes publicly disclosed or published in the future (whether by plan or inadvertently).

Which of the following have you done or do you intend to do?

		YES	NO	DATE
1.	Publish	_____	_____	_____
2.	Oral Presentation	_____	_____	_____
3.	Poster Session	_____	_____	_____
4.	Disclose to Industry Rep.	_____	_____	_____
5.	Other Public Dissemination	_____	_____	_____

Financial Support/Contract Identification

Identify the specific grant or contract number(s) (not the account number) and the external sponsors (governmental agencies, industrial sponsors, private agencies, or others) which provided support used to defray costs related to the research from which the invention resulted. This information is needed to determine whether this invention is subject to any commitments or restrictions arising from the terms of sponsorship.

University Support:

NOTE: The percentages indicated in A. and B. must add up to 100%.

Name and address of the University facility where the invention was developed:

Name _
Address _____
City, State, Zip _____

Please provide the following information regarding any contract and grant support of the invention process. (Please provide the following Information for each contract or grant that supported the invention process; attach additional sheets if necessary.)

Name _
Grant/Contract # _____
Address _____
City, State, Zip _____
P.I. Name _____
Grant/Contract Title _____

What was the percentage of contribution through this contract/grant? _____%

What was the University's percentage of support apart from any contracts and grants to the invention process? _____% (Support includes facilities, personnel, including yourself, and supplies as well as money.)

B. Other Support _____% Please explain the circumstances of this support.

Did any of the inventors use a biological, chemical or physical material or substance obtained from others to create this invention? YES _____ NO _____.

If YES, did a Materials Transfer Agreement or other document accompany the transfer?
YES _____ NO _____ Please list any such agreements.

D. Did you submit a Report of Outside Activity for this and the previous academic year? YES _____ NO _____ (If yes, please provide copies of the approved Report of Outside Activity with this invention disclosure form.)

6. IDENTIFICATION OF CONTRIBUTOR(S)

List below all persons who are believed to have contributed to the conception or reduction to practice of this invention. Please provide addresses and phone numbers where they may be contacted.

-- Researcher #1 --

_____	_____	_____
First Name	Middle Name	Last Name
_____		_____
Work Address		Home Address
_____		_____
City, State, Zip, Country		City, State, Zip, Country
_____		_____
Work Phone Number		Home Phone Number
_____		_____
Work Fax Number		E-Mail Address
_____		_____
UWF ID		Citizenship

Researcher Title and University affiliation, i.e., Department, Center, College, Other		

-- Researcher #2 --

_____	_____	_____
First Name	Middle Name	Last Name
_____		_____
Work Address		Home Address
_____		_____
City, State, Zip, Country		City, State, Zip, Country
_____		_____
Work Phone Number		Home Phone Number
_____		_____
Work Fax Number		E-Mail Address
_____		_____
UWF ID		Citizenship

Researcher Title and University affiliation, i.e., Department, Center, College, Other		

-- Researcher #3 --

_____	_____	_____
First Name	Middle Name	Last Name
_____		_____
Work Address		Home Address
_____		_____
City, State, Zip, Country		City, State, Zip, Country
_____		_____
Work Phone Number		Home Phone Number
_____		_____
Work Fax Number		E-Mail Address
_____		_____
UWF ID		Citizenship

Researcher Title and University affiliation, i.e., Department, Center, College, Other

Note: The foregoing list should include names of all persons who may qualify as legal inventors. Inventorship is a legal question which is generally determined by the attorney of record at the time a patent application is filed. A statement which discusses the concept of inventorship is available from Research & Sponsored Programs.

7. Signatures

Signature of Inventor submitting disclosure:

Signature _____

Date _____

The Department Chairperson of each inventor should confirm the proportion of University contribution, including percentages of contract and grant support, to the invention (See item 5).

Dept. Chair _____ (1) _____ (2) _____ (3)

Signature _____

Date _____

The College Dean of each inventor should confirm the proportion of University contribution, including percentages of contract and grant support, to the invention (See item 5).

College Dean (1) (2) (3)

Signature _____

Date _____

8. Distribution

Send the original and one copy of the disclosure to the University of West Florida Office of Research & Sponsored Programs, Building 11 Room 110.