

Boston College
Intellectual
Property

Introduction

Boston College, as an institution of higher learning, has two primary academic aims: to share existing knowledge with its students and to engage in research and scholarly activities. The products of scholarly and research efforts often have social and commercial implications. These products may, therefore, be of benefit to the individuals involved, to the University, and to society. This Policy governs the protection and administration of intellectual property developed in support of the University's mission.

Boston College recognizes that commercially valuable intellectual property may arise in the course of research and other activities involving the use of University resources and facilities. The purpose of this Policy is to define the conditions of ownership, inventors, authors, and the public.

This Policy applies to all persons employed by the University, including full-time and part-time faculty, staff, and students. It covers the right to reproduce the work; the right to distribute copies of it; the right to perform on the work; and the right to make public performances or displays of it.

Coursework is work product resulting from activities required for course credit.

Database is a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means.

Equity is rights of ownership in an enterprise, including shares of stock or securities, stock options, membership interests in a limited liability company, warrants, or other securities. (0.0098)

absence of such terms, the rights shall be assigned to and owned by the University.

3. With respect to students, all rights In Inventions developed as part of Coursework shall remain with the Inventor(s) unless (a) the Invention was an improvement of an Invention in which the University holds the intellectual property rights; (b) a University faculty member or other University employee was a co-Inventor of the Invention; (c) Substantial Resources were used to develop or reduce the Invention to practice; or (d) the development of the invention was supported, in whole or in part, by an SPA or other agreement under which a third party may have rights in the Intellectual Property rights in the Invention. In certain cases, third-party support, including materials, funds, or other support, may be provided to support courses (such as industrial arts design, engineering, or design thinking courses) or student activities. In such cases, the University may own or have rights to any student Inventions or other Intellectual Property developed in connection with such courses or activities, either under the terms of the agreement between the University and the third party, or where such support is considered a Substantial Resource. Such determinations shall be made by the Vice Provost for Research, in consultation with the Provost as appropriate. Students may be required to execute assignments or other agreements in connection with such outside support.

Disclosure, Assignment, and Protection

1. All faculty members, students, and others working on SPA's, including, but not limited to, visiting scientists, visiting scholars and post-doctoral researchers as applicable, must sign the University's Intellectual Property Agreement, which shall be in a form approved by the Office of the General Counsel, as well as any assignment and other documents that may be requested by OTTL. Faculty must assure that others working under their supervision, including students, sign the IPA so as to avoid disputes over ownership and control of Intellectual Property arising from a research project.
2. All Inventors must promptly disclose to OTTL any discovery, Invention, possible Invention, or potentially useful Tangible Research Property (TRP) the Inventor has conceived or reduced to practice and has reason to believe might be useful, patentable, or otherwise protectable. The disclosure is to be made using the University's Invention Disclosure Form maintained by OTTL, which must be signed by all of the Inventors and submitted to OTTL.
3. OTTL is responsible for reviewing all Invention Disclosure Forms, evaluating the Invention's patentability and potential commercial value, and endeavoring in good faith to provide a preliminary report to the Inventor within 60 days. OTTL shall seek internal or external advice and assistance as needed to conduct an appropriate evaluation of each disclosure.
4. OTTL is responsible for determining whether the University should seek patent protection for an Invention. Such determinations are based on an assessment of the respective Invention's commercial value and other relevant factors, and are reported to the Executive Committee on a periodic basis. When the failure to patent is based solely upon lack of funds, any Dean or Director may commit discretionary funds to patent an Invention, and, should it be licensed, may recover the costs upon receipt of

rights and reduce an Invention's commercial value, Inventors must disclose their Inventions to the University by submitting an Invention Disclosure Form to OTTL prior to publicly disclosing the Invention in manuscripts, abstracts, or other publications. Inventors should contact OTTL prior to submission of a research proposal if they believe an Invention is described in the proposal and OTTL will work with the Inventor to determine if n6514 2(.2172.810..6 (e)-16.1 (n (

does not claim copyright ownership in pedagogical, scholarly, or artistic works that are

terms of this Policy, other

2. In some cases, Authors who create works protected by copyright in which the Author retains ownership under this Policy may wish to commercialize the work using the resources of OTTL. In these cases, the Author should contact OTTL to discuss how best to proceed. The Author may be required to assign the copyright to the University or execute other agreements deemed necessary by OTTL.

Software and Databases

1. Certain works, including Software and some Databases, may be protected by more than one form of Intellectual Property Rights, including both patent and copyright, and as such, warrant special consideration under this Policy. In the event that Software or a Database is created as part of the work under a grant or SPA, ownership of Intellectual

right to file. Inventors must report all inventions on an Invention Disclosure Form, and provide a signed original form to OTTL for submission to the sponsoring agency.

2. Inventors whose inventive work is conducted under federal funding, regardless of amount, should be aware that the federal government retains a perpetual, nonexclusive license to all research results.

Distribution of Proceeds

Upon receipt of each royalty payment, license fee payment, lump-sum payment, or other payment of proceeds that results from the licensing or distribution of Intellectual Property owned by the University, the University shall first pay or reimburse itself with respect to all consulting, licensing, legal, marketing, and other direct invention-related expenses (which may include research funds and equipment) until all such costs are recovered. Following full direct cost recovery, the University shall thereafter retain 15% of each such payment to fund ongoing indirect costs, and shall distribute the remaining proceeds as follows:

Intellectual Property Licenses				
	Up to \$100,000	\$100,001 - \$499,999	\$500,000 - \$999,999	\$1,000,000 and Above
Inventor(s)/Authors(s)	50%	40%	35%	30%
Inventors'/Authors' Academic Unit	30%	35%	35%	40%
Provost	20%	25%	30%	30%

Tangible Research

Disclosure of Equity

The University will require the prospective licensee to disclose all Equity