



School of Medicine  
School of Dental Medicine  
School of Public Health

## **BOSTON UNIVERSITY MEDICAL CENTER**

### **PATENT POLICY AND AGREEMENT**

**Boston University Medical Campus  
715 Albany Street  
Boston, MA 02118**

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PATENT POLICY AND AGREEMENT

PREAMBLE

The patent policy outlined herein is the Policy of the Boston University Medical Center, whose constituent members are Boston University School of Medicine, Goldman School of Dental Medicine and Boston Medical Center Corporation (collectively referred to hereafter as the "Medical Center"). The Medical Center recognizes that patentable inventions may be made in the course of research sponsored by the Medical Center and/or by others through the Medical Center. It is the desire of the Medical Center to maximize the benefits to the individual who makes such patentable inventions, to the Medical Center and to the general public, and, thus, to stimulate initiative in the faculty, staff, and employees of the Medical Center. The Medical Center recognizes that this may best be accomplished through patenting and licensing such inventions in a manner consistent with the public interest and for such purpose the Medical Center hereby establishes the patent policy set forth herein. This Policy supersedes the policy as issued March 1, 1963 and amended November 23, 1981 by the predecessor constituent members of the Medical Center, namely, Boston University School of Medicine, Goldman School of Graduate Dentistry and University Hospital, Inc., and any other patent policies and amendments therein applicable to the Medical Center.

1. PATENT POLICY

- A. In order to protect the public good and the Medical Center, and in order to fulfill obligations to research sponsors, the Medical Center shall claim equity in all discoveries and its right to acquire the title to and control of such discoveries where the discoveries are made by faculty, staff, employees, or students (including all types of trainees or postgraduate residents or fellows) working on or arising from programs supported in whole or in part by funds, space, personnel or facilities provided by the Medical Center.
- B. Where a discovery is made by an inventor outside of any program conducted by the Medical Center, and the inventor can demonstrate that the Medical Center did not provide or administer significant funds, space, personnel, or facilities for work leading to the discovery, the discovery shall remain the exclusive property of the inventor or his/her sponsor. The Medical Center shall not ordinarily consider provision of office, classroom, or library facilities as constituting significant use of Medical Center funds, space, personnel or facilities.
- C. When necessary, the Medical Center Patent Committee shall decide whether an invention or discovery should be classified under Paragraph 1A or 1B. The decision of the Committee is appealable to the Medical Campus Provost and the President of Boston Medical Center Corporation, who shall jointly render a decision.

2. ROYALTIES

Where the Medical Center is entitled to equity in a discovery any "Net Royalties" (as defined below) that are earned from the invention shall be allocated among the inventor(s) and constituent members of the Medical Center in accordance with this Paragraph. "Net Royalties" are defined as gross royalties less amounts granted by the Medical Center specifically for the invention or discovery process, and the costs of securing, protecting, preserving, and maintaining patents, and of licensing and marketing of the patent rights, or other costs or fees directly attributable to the inventions being licensed. The Boston University Office of Technology Development ("OTD"), when it acts as agent for the administration of patents or discoveries made within the Medical Center, shall receive the percentage set forth below of the Net Royalties. The remaining Net Royalties shall be divided among the inventor(s) and constituent members of the Medical Center, including any shares to be allocated to the department or division of the inventor(s), in the following proportions depending upon which constituent member of the Medical Center provided the resources that permitted the invention to be made:

<u>If BUSM</u>	<u>%</u>	<u>If BMC</u>	<u>%</u>	<u>If GSDM</u>	<u>%</u>
Inventor(s)	30	Inventor(s)	30	Inventor(s)	30
Department	10	Department	10	Department	10
BUSM	35	BMC	35	GSDM	35
OTD	20	OTD	20	OTD	20
BMC	25	BUSM	25	BMC	25
GSDM	25	GSDM	25	BUSM	25

Ordinarily, OTD will be responsible for determining which constituent member's resources permitted the invention to be made and reporting these decisions regularly in writing to the Medical Center Patent Committee. The principal resources to be considered in making this decision are external grant support awarded to an institution, internal support provided by an institution and space provided by an institution to support the work leading to the invention. If more than one constituent member has provided resources, the institutional shares shall reflect the proportion of total resources provided by each constituent member. In the event that one or more of the constituent members do not agree with the decision of OTD (or in the event that OTD is not acting as the administrative agent for the invention), then the decision shall be made jointly by the Medical Campus Provost and the President of Boston Medical Center Corporation.

The allocation of Net Royalties set forth above may be varied upon the written consent of the inventor(s), the President of Boston Medical Center Corporation and the Medical Campus Provost.

### 3. DISCLOSURES

Because the securing of rights in discoveries and inventions depends on prompt and efficient patent application and administration, all faculty, staff, students, and employees of the Medical Center who make inventions or discoveries shall immediately disclose said inventions or discoveries to the Director of OTD, and to the inventor's supervisor. This disclosure obligation shall apply to all inventions and discoveries without regard to whether they fall under Paragraph IA or 1B above.

The Director of OTD shall refer requests for classification under Paragraph 1B to the Medical Center Patent Committee for decision, and shall communicate the Committee's decision to the inventor(s).

### 4. PATENT ADMINISTRATION

The Boston University Office of Technology Development shall ordinarily be the agent of the Medical Center for the administration of inventions and discoveries covered under Paragraph 1A subject to the terms herein. The Medical Center Patent Committee shall consist of an equal number of representatives appointed by Boston University and by Boston Medical Center Corporation. The members of the Committee, and its Chairman, shall be designated by the Medical Campus Provost and the President of Boston Medical Center Corporation. OTD shall render a written semiannual report to the Provost of the Medical Campus, the President of Boston Medical Center Corporation and the Patent Committee on the disposition and status of all inventions and discoveries submitted.

In the absence of a Medical Campus Provost, the President of Boston University shall perform all of the duties of such Provost under this Policy.

### 5. COVERAGE

This Policy shall cover only discoveries and inventions that are patentable as the term is defined in the United States Code, as amended, or the laws of other countries where applications are filed.

#### 6. DISPUTE RESOLUTION

Any disputes that arise under this Policy that are not resolved by the Medical Campus Patent Committee shall be referred to the Medical Campus Provost and the President of Boston Medical Center Corporation for resolution by joint decision.

#### 7. ACKNOWLEDGMENT AGREEMENT

An appropriate form shall be signed by all faculty, staff, employees and students working at the Medical Center providing for specific acceptance of the terms of this Policy. Rights and obligations under this agreement shall survive any termination of enrollment, appointment or employment at the Medical Center.

Nothing herein contained is intended to grant or dispose of any right title, or interest to any disclosure, idea, improvement, or invention, whether patentable or not, which has been supported or funded by outside parties who acquire rights to such disclosure, idea, improvement or invention.

#### 8. CONSULTING AGREEMENTS

The rights of the Medical Center under this Policy, and the interests of sponsors under research grants or contracts, may not be abrogated or limited by consulting agreements or other contracts entered into between Medical Center students, trainees, medical staff members, faculty or employees and outside organizations or employers. Medical Center students, trainees, medical staff members, faculty and employees should inform outside employers of their obligations and commitments to the Medical Center under this Policy. Such students, trainees, medical staff members, faculty and employees should ascertain that patent clauses in their agreements are not in conflict with their obligations to the Medical Center under this Policy. Each student, trainee, medical staff member, faculty member and employee should make his/her obligations to the Medical Center clear to those with whom such agreements may be made, and should ensure that they are provided with a current statement of this Policy. Upon request, the Office of Technology Transfer will provide a standard clause which may be inserted in a student's, faculty members or employee's consulting agreement. This clause will put third parties on notice as to the Medical Center's rights under this Policy with respect to inventions and discoveries. In cases of conflict over disposition of rights, the Medical Center reserves the ultimate right to determine the final disposition of the rights and interests involved.

#### 9. ADOPTION AND EFFECTIVE DATE

The above Policy is adopted on behalf of the Boston University Medical Center by the Trustees of Boston University and Boston Medical Center Corporation, effective as of August 1, 2000 ("Effective Date").

#### 10. TERM

This Policy shall continue in effect until termination by the Trustees of Boston University or by Boston Medical Center Corporation, by written notice from one to the other. The Policy shall cover any and all inventions and discoveries which are disclosed or occur after the Effective Date and which are disclosed prior to termination.

PATENT AGREEMENT

I affirm that I have received and have read the Boston University Medical Center Patent Policy. For and in consideration of the provisions by Boston University Medical Center of support in the form of funds, space, personnel, facilities, instruction, supervision or other assistance, I hereby accept, and will abide by, and fully comply with the aforesaid Patent Policy as determinative of my rights and obligations in relation to any discoveries or patentable inventions.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (please type or print) Department

Boston University

\_\_\_\_\_  
Institution