Policy Title: Intellectual Property and Technology Transfer Policy

Policy & Procedure Statement:

The Board of Trustees of ICOM recognizes that ICOM students, faculty and staff may, in the course of their research, make a discovery that can properly be classified as intellectual property. The general purpose of this policy statement is to set forth the rights and responsibilities of the various parties interested in the ownership, patenting, development, distribution, and commercialization of such Intellectual property.

Objectives and coverage

The specific objectives of this policy are as follows:

a. to maintain ICOM’s academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other such income;

b. to make intellectual property developed in the course of ICOM research available in the public interest under conditions that will promote their effective development and utilization;

c. to assure that intellectual property developed in the course of ICOM research will not be used to the detriment of the public interest by the unnecessary exclusion of any qualified user or by any other means;

d. to provide adequate recognition and incentive to inventors through a share in any proceeds from their inventions and to recognize and protect the equity to which ICOM is entitled;

e. to recognize the equity of any outside sponsor of research within ICOM by making reasonable and equitable provision for the granting of limited patent rights to the sponsor, consistent with ICOM’s basic objectives above outlined.
This statement covers all inventions, discoveries, improvements, trade secrets and secret processes (all collectively referred to herein as "inventions") made by a faculty or medical staff member, official, employee or student of ICOM or made by any other person occupying a position which ICOM deems to be such as to make him/her a member of the academic community of ICOM, when the invention, whether patentable or not, results from ICOM research as herein defined. Such covered individuals are referred to in this policy statement as "staff members." This statement also covers inventions that do not result from ICOM research when any such invention is referred to ICOM for handling as herein after provided in this policy and the employee handbook.

For the purpose of administering this statement, ICOM research means any research supported by funds administered by ICOM or for which facilities operated or controlled by ICOM are used. Although an invention may result from activities which fall within the above definition of ICOM research, nevertheless, if it results from a project undertaken by ICOM pursuant to a contract between ICOM and an outside sponsor and during the effective period of such contract, the terms and conditions of that contract, instead of the provisions of this statement, will govern the handling of the invention and the rights of the parties interested.

in accordance with ICOM's research policies. When, by the terms of a contract between ICOM and an outside sponsor of research, ICOM is given the right to elect whether or not it will take over an invention, or when the outside sponsor renounces any rights under the contract in favor of ICOM, in either such event, the invention will be handled by the contracting authorities of ICOM in accordance with the circumstances and merits of the individual case.

Relations Between ICOM and Faculty/Staff Members

ICOM and all faculty/staff members, in consideration of their association with ICOM and of their privilege of using funds administered and facilities controlled by it, agree to handle inventions and patents during such association and/or resulting therefrom as follows.

Ownership of inventions

ICOM acquires complete, absolute and world-wide ownership in all inventions made by a faculty member, whether patented or patentable or not, provided such invention was made:
a. during a special research assignment given to a faculty member pursuant to a research contract of ICOM or otherwise; or
b. in utilization of the facilities, equipment, funds or other contributions of ICOM; and/or
c. provided that ICOM has not entered into a research grant contract with express provisions to the contrary.

ICOM has no ownership in inventions which are made and/or patented through the inventor's own initiative and which are not developed (even though intellectually conceived) in the course of research supported by funds or utilizing facilities administered by ICOM. The payment of salary, scholarship and fellowships or similar stipends will not of themselves constitute any basis for ownership by ICOM in an invention.

**Assignment**

At the request of ICOM, any faculty member who develops an invention owned by ICOM under paragraph one (1) shall be required to execute the papers required for making application for patents in the United States and abroad and for assignment of such patent applications or patents, and/or all right, title and interest in and to the inventions, to ICOM, together with such instruments confirming the complete ownership by ICOM of such inventions as ICOM may desire. The expenses of the patent proceedings undertaken pursuant to this paragraph shall be paid by ICOM.

**Disposition by ICOM**. ICOM may dispose of its rights obtained under paragraphs one (1) and two (2) as follows:

a. by selling or licensing such rights with or without the concurrence of the inventor;
b. by opening such rights for public use, if principles of charity or public policy, in the determination of ICOM, so demand;
c. by releasing such rights to the inventor, provided he/she repays expenses already incurred by ICOM as described herein;
d. by including such rights in a research contract with a third party under which such rights are, either in advance or subsequently, assigned or licensed to the third party or otherwise

With respect to the disposition of any invention, patent or patent right, if there is any disagreement between ICOM and staff members, an impartial arbitrator shall be
selected to the satisfaction of both parties and his/her decision shall be binding on both parties.

**Payment.** The faculty member shall be paid 50% of the net income resulting to ICOM under the policy described herein, after deduction of all expenses incurred by ICOM in the development and/or disposition of the invention and patent rights. The remaining 50% of the net income shall revert to the institution (ICOM) with 25% restricted to further support research at ICOM and 75% directed to the support of institutional goals as determined by the ICOM Dean and President.

If disposition is made under the preceding, ICOM will do its best, in the interest of its faculty members, to facilitate their participation in the income either directly from the third party or through participation in the income of ICOM.

**Duties of faculty members.** Faculty members shall cooperate in the following ways:

a. They will maintain clear records from which the development of research and of inventions can be proven, and will deliver to ICOM any and all sketches, drawings, models, figures, and other information with respect to inventions as may be requested by ICOM.

b. They will report to ICOM or its departments or divisions whenever, in their opinion, invention, patentable or not, is made, and will not publish the results of any research until after review by ICOM for patent implications.

c. They will assist any patent attorney who may be designated by ICOM in the prosecution of the patent application.

d. They will assist ICOM in its attempts to dispose of the rights resulting from inventions or patents and/or in any litigation or other proceedings in connection with inventions or patents.

The obligations enumerated here or throughout this policy statement shall remain binding and effective even after the termination of a faculty status as such for any reason whatsoever.

**Privilege to Refer Inventions Which Do Not Result from ICOM Research**

Any person covered by this statement may refer an invention which did not result from ICOM research to the dean with the request that it be submitted to an independent organization pursuant to a contract between ICOM and that organization. The dean shall thereupon forward a description of the invention and such other data as the inventor may provide to the independent organization for its consideration. If the
invention is accepted by the independent organization, the inventor shall agree to execute all papers which may be required to assign the invention thereto in accordance with its contract with ICOM and to effectuate its handling of the invention. In such cases the inventor shall be entitled to whatever share he/she may specify of the gross income received by ICOM from the independent organization from the invention, not to exceed 50% thereof, and ICOM will inform the independent organization accordingly. If the independent organization does not accept an invention submitted to it under the terms of this section, the dean shall promptly so notify the inventor and he/she shall be free to handle the invention as he/she may see fit, free from any claims on behalf of ICOM.

Committee on Technology Transfer
An Ad Hoc Advisory Committee on Technology Transfer will be established when required under the aforesaid procedures, or when deemed required by the Dean in the administration of the policies or procedures contained herein. This committee will consist of the Chief Legal Officer serving as its chairperson, the College Dean, the Research Chair, the department chair or program director from the staff member’s program, and a faculty member selected by the chair who has senior research experience. The committee, when required, will render recommendations to the Dean of ICOM.

Procedures for Patents
The policies enunciated above shall be implemented and administered according to the following procedures:

1. Notification. Faculty and staff covered by this policy statement shall immediately inform their respective Department Chair or Program Director of any invention made during the progress of any research, whether ICOM research or otherwise, who will inform the college dean.

2. Procedure for inventions resulting from ICOM research. If the Dean is of the opinion that the invention resulted from ICOM research, the Dean, after consultation with the Ad Hoc Advisory Committee on Technology Transfer and/or appropriate independent consultants, may make a determination as to the feasibility or practicability of entering into the patent search, development and exploitation process. In furtherance of the foregoing, the invention may (but need not, if in ICOM’s sole discretion it is determined that the best interests of ICOM and the inventor require a different method of handling the invention) be submitted to an independent organization pursuant to a contractual arrangement with ICOM whereby such organization accepts an assignment of the invention and agrees to patent and commercialize it without expense to ICOM and/or the
inventor, with ICOM to receive a share of the gross income from the invention (to be shared with the staff member as indicated in this policy and the employee handbook). The inventor shall furnish ICOM with all necessary drawings and other pertinent data, to be forwarded to such independent organization to enable it to give full consideration to the merits of the invention. If the organization accepts an invention submitted to it by ICOM as herein provided, the inventor shall execute all papers which may be necessary or appropriate to assign the invention to the organization for handling on the terms set forth in its contract with ICOM.

If the inventor is not satisfied with the determinations of the dean and the advisory committee on technology transfer, he/she may request an appeal by so informing the dean in writing. All of the records, transcripts, and other information are immediately sent to the ICOM Dean by the Department Chair or Program Director. The Dean will inform the appellant of this decision within 30 days. Within 15 days thereafter, the inventor may ask the Dean to reconsider any such decision. The decision of the Dean shall be final.

Procedure for inventions not resulting from ICOM research.

If the dean, after receiving notification, is of the opinion that the invention did not result from ICOM research or is doubtful as to whether it so resulted, the dean shall report the invention together with all pertinent information to the Ad Hoc Advisory Committee on Technology Transfer. If the Committee finds that the invention did not result from ICOM research, it will report its findings to the Dean with the recommendation that ICOM inform the inventor that ICOM has no ownership interest in the invention. The Dean may, but need not, agree with the findings and recommendations of the Committee and act accordingly. If the Committee finds that the invention did result from ICOM research, it will so advise the Dean who may, but need not, agree with such finding. In any event, the Dean will notify the inventor immediately upon reaching a decision (which must be made within 30 days after receipt by the Dean of the Committee's recommendations), and within 15 days thereafter, the inventor may ask the Dean to reconsider any such decision. The decision of the Dean shall be final.

Procedure where commercial exploitation is not pursued and/or ICOM disclaims ownership in invention.

If an invention resulting from ICOM research is submitted to an independent organization under the above policy but not accepted by it and/or if the Dean, after consultation with the Department Chair or Program Director and the Committee,
decides to return the invention to the inventor either in whole or in part, the Dean shall promptly notify the inventor that:

a. the invention is relinquished to the inventor to be handled as the inventor desires, free from any claim of ownership by ICOM, but, if ICOM so elects, subject to the right of ICOM to approve assignment or license of the invention; or

b. ICOM and the inventor may enter into an agreement for the assignment, patenting or licensing of the invention in such manner and upon such terms as will best promote and protect the interests of the inventor and ICOM, including the terms upon which any proceeds of the invention will be shared.

Approved by:

7/11/17

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CAO/Dean                        Date