

12-21-1999



MNO 12/6/99 RE

y Docket No. CUMP.67354

FORM PTO-1595

DOC. ID NO. 101133993

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

101229698

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Karl T. Weber

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Curators of the University of Missouri

Internal Address:

Street Address: 227 University Hall

City: Columbia

State: Missouri

Zip: 65211

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☒ Other: Personnel Action Form For New Hire or Rehire acknowledging acceptance is subject to all rules, orders and regulations of the Board of Curators, § 8.03 Patent and Copyright Regulations of University of Missouri (effective June 25, 1971 through September 17, 1992), and § 100.020 of the Collected Rules & Regulations - University of Missouri (As revised April 25, 1996).

Execution Date: July 6, 1990

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: ____

A. Patent Application No.(s): SN 09/281,442, filed 3/29/99; SN 09/274,052, 3/22/99; SN 09/250,259, filed 2/16/99; SN 08/687,395, filed 8/2/96

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William B. Kircher

Internal Address: Shook, Hardy & Bacon L.L.P.
One Kansas City Place

Street Address: 1200 Main Street

City: Kansas City

State: Missouri

Zip: 64105-2118

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41) \$160

☒ Enclosed☒ Any additional recordation fees or any credits for overpayment are authorized to be charged to deposit account

8. Deposit Account No.: 19-2112

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

12/1/99

Name of person signing

Susan J. Wharton

Signature

Date

Total number of pages including cover sheet, attachments, and document: 33

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

12/21/1999 TTON11 00000041 09281442

01 FC:501

160.00 OP

650008.2

PATENT
REEL: 010443 FRAME: 0154

MAD
8-30-99

09-01-1999

Attorney Docket No. CUMP.67354

FORM PTO-1595



101133993

U.S. DEPT. OF COMMERCE
PATENT AND TRADEMARK OFFICE

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Karl T. Weber

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Curators of the University of Missouri

Internal Address:

Street Address: 227 University Hall

City: Columbia

State: Missouri

Zip: 65211

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

X Other: Personnel Action Form For New Hire or Rehire acknowledging acceptance is subject to all rules, orders and regulations of the Board of Curators, § 8.03 Patent and Copyright Regulations of University of Missouri (effective June 25, 1971 through September 17, 1992), and § 100.020 of the Collected Rules & Regulations - University of Missouri (As revised April 25, 1996).

Execution Date: July 6, 1990

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: ____

A. Patent Application No.(s): SN 09/281,442, filed 3/29/99; SN 09/274,052, 3/22/99; SN 09/250,259, filed 2/16/99; SN 08/687,395, filed 8/2/96

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William B. Kircher

Internal Address: Shook, Hardy & Bacon L.L.P.
One Kansas City Place

Street Address: 1200 Main Street

City: Kansas City

State: Missouri

Zip: 64105-2118

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41) \$40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit Account No.: 19-2112

(Attach duplicate copy of this page if paying by deposit account)

08/31/1999 MTHAI1 00000277 09281442

DO NOT USE THIS SPACE

01 FC:58 40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan J. Wharton

Susan J. Wharton

8/27/99

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 30

University of Missouri

Completed by 4 form must be attached.
Please type or print in this. Numbers in bold type refer to instructions on the back of this form.
Do boxes that have a number in parentheses, limit characters in that box to the number specified.

751561

Personnel Action Form
For New Hire or
Rehire

1 Federal ID Number (9)	2 Effective Date (8)	3 Employment Begin Date (8)	4 Employment Status (1)	5 Benefit Category (1)	6 Retirement Plan (1)	7 Employee Name (last, first, middle initials) (25)
75-36-121	7-1-90	7-1-90	A	I		WBSSE, KALL
8 Personnel Action Code	9 Home Department Code (5)	10 Home Campus (1)	11 Home Department Name		12 Department Address	
01	26176	C	MEDICAL		MAYOL MED SCI BLDG	
13 Title Description (30) Optional						
PROFESSOR						

PRIMARY APPOINTMENT

14 Appointment Begin Date (8)	15 Appointment End Date (8)	16 Total FTE (5)	17 Position No. (7)	18 Primary Title Code (6)	19 Salary Amount (8)	20 Pay Rate Code (1)	21 Pay Cycle (2)	22 Shift (1)	23 Service Date (2)
7-1-90	8-31-90	10000	030074	7160	150,000	A	MI		08/31

PAYROLL DISTRIBUTION INFORMATION

24 Account Start Date (8)	25 Account Stop Date (8)	26 Account FTE (5) (optional)	27 Account Number (7) Optional Subcode (4)	28 Amount Title Account (8)	29 Title Code (4)	30 Title Description (optional)	31 Earn. Type (2)	32 Payment Code (optional)
7-1-90	8-31-90		0340215	112,500	7160	PROFESSOR	PROF	36176
7-1-90	8-31-90		03-20001	37,500	7160	PROFESSOR	PROF	36176

33 COMMENTS

My current wife

TEACHING RESEARCH EMPLOYEE INFORMATION

34 Tenure Status (1)	35 Academic Home Dept. (8)	36 Tenure/Probationary Years At U. of Mo. (1)	37 Tenure Notification or Award Date (8)
08/31	26176	3	08-01-93

I offer to accept the position on the terms specified above, contingent upon the availability of funds and University approval, and with the understanding that this subject has no other, current and regular employment with the University of Missouri, and I will report for duty on the date specified. I understand that I will be notified of approval by receipt of University of Missouri form UNCW 270. For Academic Staff: A copy of the academic tenure regulations has been provided to me, and such regulations are hereby incorporated herein by reference.

28 Employer's Signature: *WBSSE* Date: *7/6/90*

SUPPLY SIGN BOARD

39 AUTHORIZATIONS

Signature of: <i>WBSSE</i>	Signature of: <i>WBSSE</i>
Signature of: <i>WBSSE</i>	Signature of: <i>WBSSE</i>



Bd. Min. 6-25-71, p. 35,974, Amended 9-17-92, 4-25-96.

100.020 PATENT AND PLANT VARIETY REGULATIONS

- A. PURPOSE -- These regulations are adopted by The Curators of the University of Missouri in order to:

Secure for the people of the State of Missouri and the United States the full benefits of research and investigation made by the University of Missouri;

Establish the definite rights and obligations of employees with respect to any Invention or Plant Variety made by them during employment by the University;

Establish a uniform procedure by which these rights and obligations may be equitably determined in each case; and

Encourage and recognize individual and cooperative achievement in research and investigation.

- B. APPLICATION OF REGULATIONS -- These patent and plant variety regulations form a part of the employment contract. These regulations constitute a condition of employment of all employees of the University, and shall be effective as to all Inventions and Plant Varieties made during any period of employment from and after the date of their adoption. These regulations shall also apply to all students utilizing University facilities.

If a patent or Plant Variety Protection application is filed upon an Invention or Plant Variety which has been made by an employee of the University within the general scope of her/his duties as defined in Section 100.020 D.1 hereof, but which has not been reported to the Patent Committee pursuant to these regulations, title to such Invention or Plant Variety shall immediately vest in the University and the contract of employment shall be considered as an assignment of such rights, and each employee as a condition of employment agrees to execute any assignments requested by the University.

C. DEFINITIONS

1. "University" as used herein shall be deemed to mean The Curators of the University of Missouri. Any action or consent on the part of the University



herein shall be an action or consent duly taken or given by the Board of Curators, or its authorized officer.

2. "Employee" as used herein shall be deemed to mean any person receiving compensation from the University for services rendered, regardless of whether the employee be full-time or part-time. It shall also include any person receiving compensation paid through the University from any funds placed in its hands for distribution. Students and graduate assistants with or without monetary compensation working on any project under the direction and control of the University shall be subject to these regulations to the same extent as an employee.
3. "Supervisor" shall mean any employee of the University in charge of a project under the supervision of the head of a department or some superior officer.
4. "Head of the Department" shall mean the person having charge of the department of the employee reporting the Invention, and in case there be no such head of the department, the Dean shall perform the duties herein provided for the head of the department.
5. "Dean" shall mean the Dean of the college or school having jurisdiction over the employee, and in case of those employees not under jurisdiction of any Dean, the business manager shall receive the reports and perform the duties herein prescribed for the Dean.
6. "Patent Committee" shall mean the committee herein provided in Section 100.020 E.
7. "Invention" is comprised of:

Conception of the idea (mental element); and

Reduction to practice of the inventive concept (physical element).

As used in these regulations, the term "Invention" means existence of either the completed mental element or both the mental and physical elements, whichever situation first occurs. (See footnote 1 at end of Section 100.020.)



8. "Plant Variety" shall mean seed varieties that can be protected under a Certificate of Plant Variety Protection. Such varieties are self-pollinated plant varieties.
9. "President" as used herein shall be deemed to mean the President of the University of Missouri or her/his designee and shall include, when applicable, the Interim President or Acting President.

D. INVENTIONS BY EMPLOYEES OF THE UNIVERSITY

1. Rights of University and of Employees

- a. The University, as the employer and as the representative of the people of the state, shall have the ownership and control of any invention or Plant Variety developed in the course of the employee's service to the University. Each employee of the University is required and shall upon request assign to The Curators of the University of Missouri all domestic and foreign rights to any invention or Plant Variety made by the employee within the general scope of her/his duties as employee of the University, unless such requirement is waived in writing by the University. Remuneration to the employee for such assignment is detailed in Section 100.020 E.2.c and E.2.d.

An Invention or Plant Variety shall be considered as having been made within the general scope of the employee's duties for the University if either of the following conditions are met:

- (1) Whenever the employee's duties include research or investigation, and the Invention or Plant Variety arose in the course of such research or investigation and is relevant to the general field of an inquiry to which the employee was assigned; or
- (2) Whenever the Invention or Plant Variety was in a substantial degree made or developed through the use of University facilities or financing, or on University time, or through the aid of University information not available to the public.

- b. An employee of the University shall be entitled to all rights resulting from any Invention or



Plant Variety which was made by her/him outside the general scope of her/his University duties, as defined in Section 100.020 D.1.a; for example, the University shall have no rights to Inventions or Plant Varieties developed in the course of summer or consulting employment by an employer other than the University of Missouri, and not resulting from research or information obtained from University services.

- c. If the University finds that an Invention or Plant Variety made by an employee of the University outside of the general scope of her/his University duties is used or liable to be used in the public interest and executes a certificate of that effect, the employee may, if he/she wishes to do so, request that an application for a patent or Certificate of Plant Variety Protection be filed and prosecuted at the expense of the University. Under such circumstances the Invention or Plant Variety may be manufactured and used by or for the University, State of Missouri, or the government of the United States for governmental purposes without the payment of any royalty.
- d. Except as provided herein, the President may approve the following:
 - (1) Assignment of Inventions or Plant Varieties owned by the University.
 - (2) Licensing of Inventions or Plant Varieties by the University.
 - (3) In determining whether to grant such assignment or license, the President shall consider all relevant factors including, but not limited to, those factors stated in Section 100.020 D.1.f.
- e. The requirement relative to the assignment of domestic and foreign patent and Certificate of Plant Variety Protection rights, as set forth in Section 100.020 D.1.a. may be waived in whole or in part in writing by the University as to any Invention or Plant Variety as to which it finds that the interests of the University do not require full assignment of such rights. An employee of the University shall not file in any domestic or foreign jurisdiction any patent



application or Plant Variety Protection Application relating to an Invention or Plant Variety made within the general scope of his University duties unless the University has waived in writing the requirement that rights be assigned to the University. The decision on the waiver should be made within a reasonable time following the request for waiver.

- f. The patent rights and/or Certificate of Plant Variety Protection of the University provided under these regulations may be waived, assigned or licensed by the President of the University if the President is satisfied that the patent and Plant Variety provision will reasonably and substantially discharge the obligations of the University of Missouri consistent with the University's interest. In making such determination, the President shall consider all relevant factors including, but not limited to the following:
- (1) The amount of royalty or other consideration offered in exchange for such waiver, assignment or license.
 - (2) The amount of support being provided by any sponsor.
 - (3) The originator of the research concept.
 - (4) Whether the research supports work by students who will use the research findings to fulfill educational requirements in their chosen academic programs.
 - (5) The potential commercial value of the patentable or Plant Variety findings which are likely to result.
 - (6) The likelihood of patentable or Plant Variety findings resulting from the research.
 - (7) The recommendation of the principal investigator, the head of her/his department and her/his dean.
 - (8) The extent of utilization of University resources and facilities in the development of the Invention or Plant Variety.



- (9) The amount of indirect costs provided by any sponsor.
- (10) The extent to which the University reserves the right to use any patented or patentable products, materials, processes, or Plant Variety.
- (11) The extent to which the University can reserve its right to publish all data of fundamental value to science and technology.
- (12) The identity and nature of the sponsor of the research and any contractual restrictions on waiver, assignment and licensing of research results.

2. Reports of Inventions and Plant Varieties (See footnote 2 at the end of Section 100.020)

a. For Inventions:

- (1) Every Invention made by an employee of the University or a student of the University engaged in academic work utilizing facilities of the University shall be reported by such employee or student to the President. The Patent Committee may prescribe the form and manner of execution of the Invention disclosure report, and such Invention reports shall be treated as restricted reports of the University.
- (2) The report shall be made as promptly as possible, taking into consideration such factors as possible publication, public use, or sale and the necessity for protecting the inventor's and the University's rights in the Invention. If an inventive concept is reduced to practice after the Invention report is filed, the patent administrator must be notified forthwith.
- (3) For the protection of the rights of the inventor and of the University, laboratory notebook-diaries, Invention reports, seed development data and memoranda or correspondence concerning them are to be considered University restricted data, and should be so marked.



b. For Plant Varieties:

- (1) Every Plant Variety made by an employee of the University or a student of the University engaged in academic work utilizing facilities of the University shall be reported by such employee or student to the employee's or student's head of department (or Dean). The Agricultural Experiment Station may prescribe the form and manner of filing for Certificates of Plant Variety Protection. The report of Plant Variety and all related documents shall be filed with the Patent Administrator prior to the licensing or release (whichever occurs first) of the Plant Variety.

3. Inventor Requests for Waiver of University Rights -- If the inventor believes that the Invention or Plant Variety was made outside the general scope of her/his University duties, and if he/she is unwilling to assign the rights in the Invention or Plant Variety to the University, he/she shall, in her/his Invention or Plant Variety report, request that the Patent Committee determine the respective rights of the University and the inventor in the Invention or Plant Variety, and shall also include in her/his Invention or Plant Variety report information on the following points:

- a. The circumstances under which the Invention or Plant Variety was made and developed;
- b. The employee's official duties at the time of the making of the Invention or developing the Plant Variety;
- c. Whether he/she wishes a patent or Plant Variety Protection application to be prosecuted, if it should be determined that an assignment of the Invention or Plant Variety to the University is not required under Section 100.020 D.1; and
- d. The extent to which he/she would be willing voluntarily to assign the rights in the Invention or Plant Variety to the University if it should be determined that an assignment of the Invention or Plant Variety to the University is not required under Section 100.020 D.1.



4. Publication, Public Use and Sale -- Publication, public use, or sale of an Invention or Plant Variety constitutes a statutory bar to the granting of a United States patent or Plant Variety Protection for the Invention or Plant Variety unless a patent or Plant Variety Protection application is filed within one year of the date of such publication, public use, or sale. Publication, public use, or sale also can be an immediate bar to patentability in certain foreign countries. In order to preserve rights in unpatented Inventions or Plant Varieties, it shall be the duty of the inventor, or of her/his supervisor if the inventor is not available to make such report, to report forthwith to the Patent Administrator any publication, use, or sale (other than experimental) of an Invention or Plant Variety, irrespective of whether an Invention or Plant Variety report has previously been filed. If an Invention or Plant Variety report has not been filed, such a report, including information concerning the public use, publication, or sale shall be filed at once. If an Invention is disclosed to any person who is not employed by the University or working in cooperation with the University upon that Invention or Plant Variety a record shall be kept of the date and extent of the disclosure, the name and address of the person to whom the disclosure was made, and the purpose of the disclosure.

5. Action by Supervisor or Department Head

a. The preparation of an Invention or Plant Variety report and other official correspondence on patent and Certificate of Plant Variety Protection matters is one of the regular duties of an employee who has made an Invention or developed a Plant Variety, and the supervisor or department head shall see that he/she is allowed sufficient time from her/his other duties to prepare such documents. The supervisor or department head shall ascertain that the Invention or Plant Variety report and other papers are prepared in conformity with these regulations; shall check its accuracy and completeness, especially with respect to the circumstances in which the Invention or Plant Variety was developed; and shall forward whatever comments he/she may deem to be necessary or desirable to the Patent Administrator. The supervisor or department head shall add to the



file whatever information he/she may have concerning the governmental and commercial value of the Invention or Plant Variety, and the foreign countries in which it is likely that the Invention or Plant Variety would be the most useful and would have the greatest commercial value.

- b. If the employee-inventor specifically requests that the University determine her/his rights in the Invention or Plant Variety, the head of the department shall state her/his conclusions with respect to such rights.

E. THE PATENT COMMITTEE

1. Appointment

- a. Notwithstanding other regulations affecting University committees, the President of the University shall annually appoint a Patent Committee. The Patent Administrator or other person designated by the Vice President for Academic Affairs shall be an ex officio member of the committee and shall provide a secretary to the committee. The General Counsel or her/his delegate shall also be an ex officio member of the committee.
- b. The President of the University shall designate the chair of said committee.
- c. The committee shall make and keep, in a book to be provided for that purpose, minutes of all its meetings.

2. Duties

- a. The Patent Committee shall review all Invention and Plant Variety reports referred to it by the Patent Administrator, and make recommendations thereon and forward the same to the President of the University for appropriate action.
- b. The Patent Committee shall review, report and make recommendations on all matters affecting patents and Plant Varieties as may be referred to or come before the committee.
- c. If an employee-inventor shall claim an Invention or Plant Variety as her/his own, the Patent



Administrator shall refer such claims to the Patent Committee. The Patent Committee shall afford the employee-inventor the opportunity to appear before the committee to present such evidence relating thereto as he/she may have or the committee may desire and the committee may make an independent investigation of said claim. Based on these findings, the committee shall make appropriate recommendations in writing to the President of the University for appropriate action. The inventor shall be afforded a copy of the findings and recommendations of the Patent Committee and shall have an opportunity to review the findings of the committee by filing a written argument with the President.

- d. Subject to the approval of the President and upon being advised by the Patent Administrator that he/she has been unable to reach agreement with the inventor, the Patent Committee shall seek to reach agreement with the employee-inventor upon division of the financial returns from the patent.
- e. The Patent Committee may, when circumstances warrant, i.e., when the Invention or Plant Variety was not made in the regular course of the employee's duties or as a part of her/his ordinary assigned or assumed functions or when the University contribution in terms of equipment or facilities is either non-existent or minimal, recommend additional remuneration to the inventor from royalties received by the University from income realized from patent rights or Certificate of Plant Variety Protection. Such recommendation shall be made to the President for appropriate action.
- f. The Patent Committee will consider such other matters regarding the employee-inventor's claims, interest or right to patentable findings, as may be referred to it by the Patent Administrator.
- g. The Patent Committee shall give consideration as to whether it will be to the best interest of the University and the inventor to place the matter with an entity organized for marketing of patent rights for development by such entity in accordance with its contract with the Curators of the University of Missouri and its general procedure, or for the University to make



application for the patent or Plant Variety Protection in its own name.

- h. In those cases in which the inventor acknowledges all patent or Plant Variety Protection rights are vested in the Curators of the University of Missouri and where the committee has recommended that the same be referred to an entity organized for marketing of patent or Plant Variety Protection rights with which the Curators have approved a continuing contract, the President of the University, upon approving such reports, in her/his discretion may order the same submitted to such entity. It shall be the duty of the Patent Administrator to carry out orders and directions with reference to the patent or Plant Variety Protection, and he/she shall see that all necessary steps are taken to protect the interests of the University and of the employee-inventor.
- i. In the event the report of the Invention or Plant Variety is submitted to an entity organization for marketing of patent rights with which the Curators have approved a continuing contract and that entity advises that it is not to the best interests of the University to seek a patent thereon, the President shall within a reasonable time seek other means of obtaining a patent or release the rights of the Invention to the employee-inventor.

F. THE PATENT ADMINISTRATOR

1. Appointment -- The Patent Administrator will be appointed to serve as a member of the staff under the supervision of the Vice President for Academic Affairs.
2. Duties
 - a. It shall be the duty of the Patent Administrator to establish a liaison with the faculties of the four campuses of the University to assist the faculty in identifying potentially patentable and commercially viable findings, the filing of reports of such findings, to receive such reports, to advise the faculty regarding steps to be taken to establish record of conception, disclosures, and publication restrictions. The research Coordinators of each campus will assist



the Patent Administrator in the fulfillment of these duties on their respective campuses.

- b. It shall be the duty of the Patent Administrator to review and make recommendations to the President upon all Invention and Plant Variety reports, except as noted in the paragraph below.
 - c. The Patent Administrator shall refer to the Patent Committee all matters concerning the employee-inventor(s) participation in the financial return from the patents, any conflicting claims to protectable findings, employee-inventor claims to ownership to patent and Plant Variety rights and such other matters as he/she deems necessary to protect the interests or rights of the employee-inventor and the University.
 - d. Publicity concerning Inventions: In order that the public may obtain the greatest possible benefit from the Inventions in which the University has transferable interest, the Patent Administrator shall see that Inventions assigned to the University shall be publicized to the greatest possible extent. Where patents are obtained by the University, it shall be the duty of the Patent Administrator, upon being advised of the issuance of the patent, to take steps toward listing the patent as available to those who may be interested in securing the use of the patent rights or otherwise marketing the same.
- G. NOTIFICATION OF ABANDONMENT -- In the event a decision is reached not to file a patent or Plant Variety Protection application or to abandon a filed application, notice shall be given to the inventor and to the sponsor if the sponsor's contract with the University so provides.
- H. USE OF FUNDS RECEIVED BY UNIVERSITY RELATING TO INVENTIONS, PATENTS AND PLANT VARIETIES -- Whenever the University receives money from any source for the sale, waiver, assignment or licensing of University-owned patents, Inventions, discoveries, or Plant Varieties, the entire amount of such money (except that money received for reimbursement of U.S. Patent and Trademark Office Fees, external attorneys fees or other external expenses incurred by the University in connection with reexamination of the patent, patent infringement, other defense of the patent or the enforcement or defense of



a license agreement and that portion which is for the negotiated indirect cost rate associated with the research project from which the patent, Plant Varieties, Invention, or discovery resulted) shall be divided, distributed and allocated as follows unless otherwise agreed in writing by the inventor:

1. For Inventions and Discoveries

- a. Thirty-three and one-third ($33 \frac{1}{3}$) percent shall go to the inventor.
- b. After reimbursement of the University or research sponsor for reasonable costs of procuring and defending the patent rights and reducing the invention to practice and payment of the inventor's share, all monies derived by the University shall be allocated as follows:
 - (1) 66.7 percent to the campus from which the patent, invention or discovery originated, half of which the campus must allocate to the originating department.
 - (2) 33.3 percent shall go to the University.
- c. Funds allocated to the departments, campuses and the University are restricted to the support of research, development and other scholarly activities.

2. For Plant Varieties

- a. Ten (10) percent shall go to the inventor.
- b. After reimbursement of the University or research sponsor for reasonable costs of procuring and defending Plant Variety rights and payment of the inventor's share, all monies derived by University shall be allocated as follows:
 - (1) Ninety-five (95) percent to the breeding program from which the Plant Variety originated.
 - (2) Five (5) percent to the University.



FOOTNOTES TO PATENT REGULATIONS

FOOTNOTE 1 -- The elements of Invention, and their interrelationship may be described generally as follows:

Conception of the idea -- This involves complete performance of the mental part of the inventive act. All that remains is to convert the idea into reality by reducing it to practice. Both what is to be accomplished and how it is to be accomplished are necessary. Knowledge of a desirable result alone is not enough; nor is a means for an unknown result. Additional statutory requirements for an Invention to be found patentable, such as novelty and utility, are exceedingly complex concepts and beyond the scope of this summary. Similarly, other patentability bars, such as prior use or disclosure of the Invention more than one year prior to patent application, are not presented due to complexity of the matters involved.

Reduction to Practice -- This involves creating either actual or constructive proof that the idea actually works, can exist, or the like. Purely actual reduction to practice is creating a physical embodiment of the idea, although complete perfection is not required. Purely constructive reduction to practice results when a patent application covering the completed concept is accepted by the patent office. The theory is that an acceptable filing is both conclusive proof of practicality and a sufficient disclosure of the concept in the application papers that one with ordinary skills in the arts involved would be able to practice the Invention. Most often, sufficient reduction to practice is neither purely actual nor purely constructive.

Interrelation between Mental and Physical Elements -- As between inventors with essentially the same idea, the date of conception controls priority for the right to a patent; provided that he/she who first conceived the idea used reasonable diligence in perfecting and reducing her/his conception to practice. However, if the inventor who first conceived the idea is the second to reduce it to practice, he/she bears a heavy burden to prove her/his priority. The uncorroborated testimony of the inventor on either element is insufficient alone. Therefore, sufficient records to prove both the earliest possible date of conception and diligence in assuring the concept is workable are essential.

Accordingly, any project work or research out of which Invention rights may arise should be documented by contemporaneous maintenance of a laboratory notebook-diary



in which periodic entries are made describing the work accomplished. Each entry should be dated and signed by the persons actually doing the work recited. The notebook-diary also should be read and signed periodically as "witnessed" by one or more associates of the inventor who are not engaged in the work but who are capable of understanding the descriptions recited and can testify as to their understanding of the concepts therein disclosed at the time of their signatures. Such a witnessed record may be vital in obtaining or defending the rights of the inventor and of the University should others assert prior Invention. The next best evidence would be a timely, complete, and accurate Invention report in accordance with these Patent Regulations.

FOOTNOTE 2 -- Disclosure of Invention form (UMOW 16B & 16C) is available from the Graduate Deans' and Research Coordinators' offices on each campus.

FOOTNOTE 3 -- The elements of Plant Variety Protection may be described generally as protection available for self-pollinating seeds and plants. Such seeds or plants cannot have been offered for sale or sold for a period of more than one year prior to filing an application under the Plant Variety Protection Act. Disclosure of Plant Variety form (UMOW 16D) is available from the Graduate Dean's and Research Coordinator's offices on each campus.

8.03 Patent and Coypright Regulations.

.0301 Patent Regulations.

.01 Purpose.

.0101 These regulations are adopted by The Curators of The University of Missouri in order to:

- .01 Secure for the people of the State of Missouri and the United States the full benefits of research and investigation made by the University of Missouri;
- .02 Establish the definite rights and obligations of employees with respect to any invention made by them during employment by the University;
- .03 Establish a uniform procedure by which these rights and obligations may be equitably determined in each case; and
- .04 Encourage and recognize individual and cooperative achievement in research and investigation.

.0102 The University undertakes to do all within its power to reward its employees who, through their inventive achievements, advance technological and scientific knowledge.

.0103 The University will also endeavor to further the use to the fullest possible extent by industry and the public of the inventions conceived by the employees of the University.

.02 Application of Regulations.

.0201 These patent regulations form a part of the employment contract. These regulations constitute a condition of employment of all employees of the University, and shall be effective as to all inventions made during any period of employment from and after the date of their adoption. These regulations shall also apply to all students utilizing University facilities.

.0202 If a patent application is filed upon an invention which has been made by an employee of the University within the general scope of his duties as defined in Section 8.0301.0401.01 hereof, but which has not been reported to the Patent Committee pursuant to these regulations, title to such invention shall immediately vest in the University and the contract of employment shall be considered as an assignment of such rights, and each employee as a condition of employment agrees to execute any assignments requested by the University.

.03 Definitions.

.0301 "University" as used herein shall be deemed to mean The Curators of the University of Missouri. Any action or consent on the part of the University herein shall be an action or consent duly taken or given by the Board of Curators, or its authorized officer.

Revised 8/1/71

FOOTNOTE 1.

The elements of invention, and their interrelationship may be described generally as follows:

Conception of the idea: This involves complete performance of the mental part of the inventive act. All that remains is to convert the idea into reality by reducing it to practice. Both what is to be accomplished and how it is to be accomplished are necessary. Knowledge of a desirable result alone is not enough; nor is a means for an unknown result. Additional statutory requirements for an invention to be found patentable, such as novelty and utility, are exceedingly complex concepts and beyond the scope of this summary. Similarly, other patentability bars, such as prior use or disclosure of the invention more than one year prior to patent application, are not presented due to complexity of the matters involved.

Reduction to Practice: This involves creating either actual or constructive proof that the idea actually works, can exist, or the like. Purely actual reduction to practice is creating a physical embodiment of the idea, although complete perfection is not required. Purely constructive reduction to practice results when a patent application covering the completed concept is accepted by the patent office. The theory is that an acceptable filing is both conclusive proof of practicality and a sufficient disclosure of the concept in the application papers that one with ordinary skills in the arts involved would be able to practice the invention. Most often, sufficient reduction to practice is neither purely actual nor purely constructive.

Interrelation between Mental and Physical Elements: As between inventors with essentially the same idea, the date of conception controls priority for the right to a patent; provided that he who first conceived the idea used reasonable diligence in perfecting and reducing his conception to practice. However, if the inventor who first conceived the idea is the second to reduce it to practice, he bears a heavy burden to prove his priority. The uncorroborated testimony of the inventor on either element is insufficient alone. Therefore, sufficient records to prove both the earliest possible date of conception and diligence in assuring the concept is workable are essential.

Accordingly, any project work or research out of which invention rights may arise should be documented by contemporaneous maintenance of a laboratory notebook-diary in which periodic entries are made describing the work accomplished. Each entry should be dated and signed by the persons actually doing the work recited. The notebook-diary also should be read and signed periodically as "witnessed" by one or more associates of the inventor who are not engaged in the work but who are capable of understanding the descriptions recited and can testify as to their understanding of the concepts therein disclosed at the time of their signatures. Such a witnessed record may be vital in obtaining or defending the rights of the inventor and of the University should others assert prior invention. The next best evidence would be a timely, complete, and accurate invention report in accordance with these Patent Regulations.

FOOTNOTE 2.

Disclosure of Invention form (UMUW _____) is available from the Graduate Deans' and Research Coordinators' offices on each campus.

Revised 8/1/71

- .0302 "Employee" as used herein shall be deemed to mean any person receiving compensation from the University for services rendered, regardless of whether the employee be full-time or part-time. It shall also include any person receiving compensation paid through the University from any funds placed in its hands for distribution. Students and graduate assistants with or without monetary compensation working on any project under the direction and control of the University shall be subject to these regulations to the same extent as an employee.
- .0303 "Supervisor" shall mean any employee of the University in charge of a project under the supervision of the head of a department or some superior officer.
- .0304 "Head of the Department" shall mean the person having charge of the department of the employee reporting the invention, and in case there be no such head of the department, the Dean shall perform the duties herein provided for the Head of the Department.
- .0305 "Dean" shall mean the dean of the college or school having jurisdiction over the employee, and in case of those employees not under jurisdiction of any dean, the Business Manager shall receive the reports and perform the duties herein prescribed for the dean.
- .0306 "Patent Committee" shall mean the committee herein provided in Section 8.0301.05.
- .0307 "Invention" is comprised of:
 - .01 Conception of the idea (mental element); and
 - .02 Reduction to practice of the inventive concept (physical element).

As used in these regulations, the term "invention" means existence of either the completed mental element or both the mental and physical elements, whichever situation first occurs. (see footnote 1 following page 8.0301.08)

.04 INVENTIONS BY EMPLOYEES OF THE UNIVERSITY

- .0401 Rights of University and of Employee.
 - .01 The University, as the employer and as the representative of the people of the State, shall have the ownership and control of any invention developed in the course of the employee's service to the University. Each employee of the University is required and shall upon request assign to The Curators of the University of Missouri all domestic and foreign rights to any invention made by the employee within the general scope of his duties as employee of the University, unless such requirement is waived in writing by the University.
- Remuneration to the employee for such assignment is detailed in Sections 8.0301.0502.03 and 8.0301.0502.04. An invention shall be considered as having been made within the general scope of the employee's duties for the University:

Revised 8/1/71

- .0101 Whenever his duties include research or investigation or the supervision of research or investigation, and the invention arose in the course of such research or investigation and is relevant to the general field of an inquiry to which the employee was assigned;
- .0102 Whenever the invention was in a substantial degree made or developed through the use of University facilities or financing, or on University time, or through the aid of University information not available to the public.
- .02 An employee of the University shall be entitled to all rights resulting from any invention which was made by him outside the general scope of his University duties, as defined in Section 8.0301.0401.01 of this section; for example, the University shall have no rights to inventions developed in the course of summer or consulting employment by an employer other than the University of Missouri, and not resulting from research or information obtained from University services.
- .03 If the University finds that an invention made by an employee of the University outside of the general scope of his University duties is used or liable to be used in the public interest and executes a certificate of that effect, the employee may, if he wishes to do so, request that an application for a patent be filed and prosecuted at the expense of the University. Under such circumstances the invention may be manufactured and used by or for the University, State of Missouri, or the government of the United States for governmental purposes without the payment of any royalty.
- .04 Except as provided in Section 8.0301.0401.04 below, when required by a research sponsor, and upon recommendation of the Vice President responsible for research, the President of the University may approve either:
 - .0401 Assignment to the research sponsor or ownership of inventions conceived by the sponsor but the development of which is the subject of the research project together with concurrent reservation to the University of an appropriate royalty contract and a free, irrevocable, non-exclusive and non-assignable right to use of any patentable products, materials or processes developed by the research project; or,
 - .0402 Procurement by the research sponsor of patents in the name of The Curators of the University of Missouri covering inventions arising within the project work together with a concurrent grant to the sponsor of an appropriate royalty producing license;

Revised 8/1/71

Provided such action is made a part of the contract, and the University's right is reserved in the contract to publish all data of fundamental value to science and technology. In general, however, no such assignment or contract should be made unless provision is made for recovery by the University of all costs of the research project including overhead expenses.

Disposition of the contract or license royalty benefits accruing to the University by reason of this paragraph shall be in accordance with Section 8.0301.0502.

- .05 The requirement relative to the assignment of domestic patent rights set forth in Section 8.0301.0401.01 may be waived in whole or in part in writing by the University in case of any invention as to which it finds, upon grounds to be specified by it, that the interests of the University do not require full assignment of such rights. The decision on the waiver should be made within a reasonable time following the request for a waiver.
- .06 The requirement relative to the assignment of foreign patent rights to the University set forth in Section 8.0301.0401.01 may be waived in whole or in part in writing by the University if the University determines as to an invention that no foreign patent protection shall be procured, or that foreign patent protection shall be procured only in specified foreign jurisdictions. An employee of the University shall not file in any foreign jurisdiction any patent application relating to an invention made within the general scope of his University duties unless the University has waived in writing the requirement that foreign rights be assigned to the University. The decision on the waiver should be made within a reasonable time following the request for waiver.
- .07 The rights of the University in patent rights provided under these regulations are to be treated under this paragraph by the President of the University upon the recommendation of the Vice President for Research of the University in contracts with philanthropic foundations, industrial companies or associations, provided the sponsor requires such treatment and the President and Vice President for Research are satisfied that the contract contains a patent provision which will reasonably and substantially discharge the obligations of the University of Missouri consistent with the University's interest. This action should be completed within a reasonable time following the request for waiver.
- .0701 The patent rights may be waived if the sponsor requires a waiver.

Revised 8/1/71

- .02 The report shall be made as promptly as possible, taking into consideration such factors as possible publication or public use, and the necessity for protecting the inventor's and the University's rights in the invention. If an inventive concept is reduced to practice after the invention report is filed, the Patent Administrator must be notified forthwith.
- .03 For the protection of the rights of the inventor and of the University, laboratory notebook-diaries, invention reports and memoranda or correspondence concerning them are to be considered University restricted data, and should be so marked.

.0403 Inventor Requests for Waiver of University Rights.

If the inventor believes that the invention was made outside the general scope of his University duties, and if he is unwilling to assign the rights in the invention to the University, he shall, in his invention report, request that the Patent Committee determine the respective rights of the University and the inventor in the invention, and shall also include in his invention report information on the following points:

- .01 The circumstances under which the invention was made and developed;
- .02 The employee's official duties, as given on his job sheet or otherwise assigned, at the time of the making of the invention;
- .03 Whether he wishes a patent application to be prosecuted, if it should be determined that an assignment of the invention to the University is not required under 8.0301.0401; and
- .04 The extent to which he would be willing voluntarily to assign foreign rights in the invention to the University if it should be determined that an assignment of the invention to the University is not required under 8.0301.0401.

.0404 Publication and Public Use.

Publication or public use of an invention constitutes a statutory bar to the granting of a United States patent for the invention unless a patent application is filed within one year of the date of such publication or public use. Publication or public use also can be an immediate bar to patentability in certain foreign countries. In order to preserve rights in unpatented inventions, it shall be the duty of the inventor, or of his supervisor if the inventor is not available to make such report, to report forthwith to the Patent Committee any publication or use (other than experimental) of an invention, irrespective of whether an invention report has previously been filed. If an invention report has not been filed, such a report, including information concerning the public use or publication, shall be filed at once. If an invention is disclosed

Revised 8/1/71

to any person who is not employed by the University or working in cooperation with the University upon that invention a record shall be kept of the date and extent of the disclosure, the name and address of the person to whom the disclosure was made, and the purpose of the disclosure.

.0405 Action by Supervisor or Department Head.

- .01 The preparation of an invention report and other official correspondence on patent matters is one of the regular duties of an employee who has made an invention, and the supervisor or department head shall see that he is allowed sufficient time from his other duties to prepare such documents. The supervisor or department head shall ascertain that the invention report and other papers are prepared in conformity with these regulations; and shall check its accuracy and completeness, especially with respect to the circumstances in which the invention was developed, and shall forward whatever comments he may deem to be necessary or desirable to the Dean, Chancellor and Patent Administrator. The supervisor or department head shall add to the file whatever information he may have concerning the governmental and commercial value of the invention, and the foreign countries in which it is likely that the invention would be the most useful and would have the greatest commercial value.
- .02 If the employee-inventor specifically requests that the University determine his rights in the invention, the head of the department shall state his conclusions with respect to such rights.

.05 The Patent Committee

.0501 Appointment

- .01 Notwithstanding other regulations affecting University committees, the President of the University shall annually appoint a Patent Committee. The Patent Administrator or other person designated by the Vice President for Research shall be an ex-officio member of the committee and shall provide a secretary to the Committee. The General Counsel or his delegate shall also be an ex-officio member of the Committee.
- .02 The President of the University shall designate the Chairman of said committee.
- .03 The committee shall make and keep, in a book to be provided for that purpose, minutes of all its meetings, and all reports to the President shall be signed by the Chairman.

Revised 8/1/71

.0502 Duties.

- .01 The Patent Committee shall review all invention reports referred to it by the Patent Administrator, and make recommendations thereon and forward the same to the President of the University for appropriate action.
- .02 The Patent Committee shall review, report and make recommendations on all matters affecting patents as may be referred to or come before the committee.
- .03 If an employee-inventor shall claim an invention as his own, the Patent Administrator shall refer such claims to the Patent Committee. The Patent Committee shall afford the employee-inventor the opportunity to appear before the committee to present such evidence relating thereto as he may have or the Committee may desire and the Committee may make an independent investigation of said claim. Based on these findings, the Committee shall make appropriate recommendations in writing to the President of the University for appropriate action. The inventor shall be afforded a copy of the findings and recommendations of the Patent Committee and shall have an opportunity to review the findings of the committee by filing a written argument with the President.
- .04 Subject to the approval of the President and upon being advised by the Patent Administrator that he has been unable to reach agreement with the inventor, the Patent Committee shall seek to reach agreement with the employee-inventor upon division of the financial returns from the patent. Subject to reimbursement of the University or research sponsor for reasonable costs of procuring and defending the patent rights and reducing the invention to practice, if required, the agreement shall include a share to the inventor of not less than thirty-three and one-third percent ($33\frac{1}{3}\%$) (or such percentage as may be specified in a prior agreement with a sponsoring government agency) of payments received from a licensee as royalties from the patent rights, unless the patent is assigned to an entity organized for marketing of patent rights in which event any provisions for payment to the inventor made by the contract between the University and such entity shall apply if in conflict with the provision for the inventor contained within this paragraph.
- .05 The Patent Committee may, when circumstances warrant, i.e., when the invention is not made in the regular course of the employee's duties or as a part of his ordinary assigned or assumed functions or when the University contribution in terms of equipment or facilities is either non-existent or minimal, recommend additional remuneration to the inventor from royalties received by the University from income realized from patent rights. Such recommendation shall be made to the President for appropriate action.

Revised 8/1/71

- .06 The Patent Committee will consider such other matters regarding the employee-inventor's claims, interest or right to patentable findings, as may be referred to it by the Patent Administrator.
- .07 The Patent Committee shall give consideration as to whether it will be to the best interest of the University and the inventor to place the matter with an entity organized for marketing of patent rights for development by such entity in accordance with its contract with The Curators of the University of Missouri and its general procedure, or for the University to make application for the patent in its own name.
- .08 In those cases in which the inventor acknowledges all patent rights are vested in The Curators of the University of Missouri and where the Committee has recommended that the same be referred to an entity organized for marketing of patent rights with which the Curators have approved a continuing contract, the President of the University, upon approving such reports, in his discretion may order the same submitted to such entity. It shall be the duty of the Patent Administrator to carry out orders and directions with reference to the patent, and he shall see that all necessary steps are taken to protect the interests of the University and of the employee-inventor.
- .09 In the event the report of the invention is submitted to an entity organized for marketing of patent rights with which the Curators have approved a continuing contract and that entity advises that it is not to the best interests of the University to seek a patent thereon, the President shall within a reasonable time seek other means of obtaining a patent or release the rights of the invention to the employee-inventor in accordance with Paragraph 8.0301.0502.10.
- .10 In the event a decision is reached not to file a patent application or to abandon a filed patent application, the sponsor of a research contract, providing assignment of patent rights is stipulated in the contract, shall be notified and given opportunity to file or continue to prosecute an application already filed before the University waives title to the inventor or permits abandonment without further action.

Revised 8/1/71

.06 THE PATENT ADMINISTRATOR

.0601 Appointment. The Patent Administrator will be appointed to serve as a member of the staff under the supervision of the Vice President for Research.

.0602 Duties:

- .01 It shall be the duty of the Patent Administrator to establish a liaison with the faculties of the four campuses of the University to assist the faculty in identifying potentially patentable findings, the filing of reports of such findings, to receive such reports, to advise the faculty regarding steps to be taken to establish record of conception, disclosures, and publication restrictions. The Research Coordinators of each campus will assist the Patent Administrator in the fulfillment of these duties on their respective campuses.
- .02 It shall be the duty of the Patent Administrator to review and make recommendations to the President upon all invention reports, except as noted in 8.0301.0602.03, below.
- .03 The Patent Administrator shall refer to the Patent Committee all matters concerning the employee-inventor(s) participation in the financial return from the patents, any conflicting claims to patentable findings, employee-inventor claims to ownership to patent rights and such other matters as he deems necessary to protect the interests or rights of the employee-inventor and the University.
- .04 Publicity Concerning Inventions. In order that the public may obtain the greatest possible benefit from the inventions in which the University has transferable interest, the Patent Administrator shall see that inventions assigned to the University shall be publicized to the greatest possible extent. Where patents are obtained by the University, it shall be the duty of the Patent Administrator, upon being advised of the issuance of the patent, to take steps toward listing the patent as available to those who may be interested in securing the use of the patent rights or otherwise marketing the same.

.07 NOTIFICATION ON ABANDONMENT.

In the event a decision is reached not to file a patent application or to abandon a filed patent application, the sponsor of a research contract, providing assignment of patent rights is stipulated in the contract, shall be notified and given opportunity to file or continue to prosecute an application already filed before the University relinquishes title to the inventor or permits abandonment without further action.

Revised 8/1/71

- .0702 When funding is made available to support academic research from which patentable findings are highly improbable, then upon an appropriate report from the principal investigator and his immediate academic or research supervisor stating that the research to be supported is academic in nature and no patentable findings may reasonably be anticipated, the University will assign patent rights to the sponsor for a negotiated dollar consideration. If the sponsor will waive patent rights, these will be retained by the University.
- .0703 If the sponsored research is research from which patentable findings are anticipated or may be reasonably expected to result, and for which the original investigator has conceived the research and has solicited the financial assistance of the sponsor for the primary purpose of supporting the graduate students under his supervision who will use the research findings to fulfill thesis requirements the University will assign patent rights to the sponsor for a negotiated dollar or royalty consideration, on the appropriate report of the principal investigator and that of his immediate academic or research supervisor that the commercial worth of the patent(s) which may result is of no real consequence. The University will endeavor to secure the agreement of the sponsor to the University's proposed royalty provisions in all such cases.
- .0704 If the sponsored research from which patentable findings are anticipated or may be reasonably expected to result and for which the sponsor is responsible for the conception and the principal investigator has solicited the financial support for the primary purpose of supporting graduate students under his supervision who will use the research findings to fulfill thesis requirements, the University may assign patent rights to the sponsor for a nominal, fixed consideration, if the University Counsel determines that the sponsor's research contract policies preclude acceptance of the University royalty provisions.
- .0705 If the sponsored research may anticipate patentable findings or may reasonably generate them, and if the sponsor has approached the University to undertake the research to accomplish some end result; but wherein the conception of patentable consequence will be those of the principal investigator who elects to undertake the research to provide financial assistance for the primary purpose of supporting graduate students under his supervision who will use the research findings to fulfill thesis requirements, the University will retain patent rights and appropriate royalty provisions should be negotiated.

Revised 8/1/71

- .0706 If the sponsored research may generate or may reasonably be expected to generate patentable findings, and the sponsor has approached the University to undertake to reduce his conceptions to practice and wherein the principal investigator elects to undertake the research to provide financial assistance for the primary purpose of supporting graduate students under his supervision who will use the research findings to fulfill thesis requirements, the University will negotiate a mutually acceptable royalty provision to be included in the sponsor's research contract or assign patent rights to the sponsor for a negotiated mutually agreeable fixed consideration. The principal investigator's recommendations in this regard shall be considered during the negotiations.
- .0707 If the sponsored research may generate or may reasonably be expected to generate patentable findings, and if the research is not of sufficient academic consequence to be used by graduate students for the fulfillment of thesis requirements, the University will apply the proposed royalty provision regardless of which party solicited the other's participation or which party may have conceived the matters of patent.
- .0708 If the sponsored research may or may not generate or reasonably may or may not be expected to generate patentable findings and if the graduate student while working under the supervision of the principal investigator does his thesis research work in a facility or an industrial organization or another institution or agency as an employee of the organization the University may waive its patent rights.
- .0709 If the graduate student is not an employee of the organization, paragraph .0708, but holds a University graduate research assistantship or other appointment, the University's position on patent rights will depend upon the significance of the research and on how critical the facilities of the other organization are for the research.
- .0402 Report of Inventions² (See footnote 2 following p. 8.0301.08)
- .01 Every invention made by an employee of the University or a student of the University engaged in academic work utilizing facilities of the University shall be reported by such employee or student to the Vice President for Research, and copies thereof shall also be forwarded to the employee's or student's head of department, Dean and Chancellor. The Patent Committee may prescribe the form and manner of execution of the invention disclosure report, and such invention reports shall be treated as Restricted reports of the University.

Revised 8/1/71

.08 USE OF FUNDS RECEIVED BY UNIVERSITY RELATING TO INVENTIONS
OR PATENTS.

Whenever income from royalties, license fees, sale of existing concepts, patents, inventions or discoveries (but not patent waiver fees) has been received by the University, it shall be divided, distributed and allocated as follows:

- .0801 Thirty-three and one-third (33 1/3) percent shall go to the inventor, except when he shall have received patent funds for this invention from an entity organized for marketing patent rights, as described in 8.0301.0502.04. In that event, he shall be entitled to no further remuneration, unless such is approved under the provisions of 8.0301.0502.05.
- .0802 After the financial obligations previously described including payment to inventor(s) have been satisfied, all monies (including patent waiver fees) derived by the University shall be allocated as follows:
 - .01 66.7% to the campus from which the "Patent Funds" originated.
 - .0101 The campus in turn must allocate one-half (50%) of these funds (or an amount equal to the established total annual budget of the department(s) involved) to the department(s) from which the "Patent Funds" originated. Patent funds received by a department in one year cannot be used to increase the budget base for any current or succeeding year.
 - .0102 Patent funds in excess of the permissible allocation to the department(s) shall revert to the campus from which the "Patent Funds" originated.
 - .02 33.3% shall go to the University.
- .0803 Funds allocated to the Departments, Campuses and the University are restricted to the support of research, development and other scholarly activities. Funds received in any given fiscal year will be allocated within 120 days following the close of that fiscal year and budgets for all funds, whether Department, Campus, or University, must be submitted for standard budget review prior to being released for expenditure.

Revised 8/1/71