

Wentworth Institute of Technology
Intellectual Property Policy

Wentworth Institute of Technology (“WIT”) provides this Intellectual Property Policy (the “IP Policy”) to: (a) encourage the creation, invention, discovery, development, and management of Intellectual Property among its faculty, students, staff, and contractors; (b) address ownership issues related to Intellectual Property developed by, at, or on behalf of WIT; and (c) ensure that benefits derived from Intellectual Property are equitably distributed. WIT maintains flexibility in applying this IP Policy to best foster an environment of creativity and entrepreneurship. Notwithstanding anything herein to the contrary, this IP Policy is not intended to negate any legal rights a Developer would otherwise have outside of this policy.

Governing Principles

The following principles underlie this policy and should guide its application and interpretation:

1. **Preeminence of Scholarly Activities.** The missions of teaching and scholarship have preeminence over that of the transfer and commercialization of research results. Wentworth’s commitment to its educational mission is primary, and this policy shall not diminish the right and obligation of faculty members to disseminate the results of research and creative activity for scholarly purposes.
2. **Equity and Fair Play.** This policy sets forth general principles and procedures, and it has not been designed to address every conceivable circumstance. Under principles of fair play, the Developer(s) and WIT mutually operate so that no one will unfairly exploit inadvertent errors or omissions in the written policy. If the need for corrections or exceptions to this policy is identified, appropriate recommendations shall be made to the President.
3. **Mutual Trust and Goodwill.** Throughout all phases of the creation and implementation of this policy, it is assumed that all members of the WIT community will be guided by a sense of mutual trust and goodwill. In the event of future controversies regarding the rights to intellectual property, the commercialization of particular property, or in the interpretation of this policy, all parties should recognize that mutual trust and goodwill were fundamental tenets in the forging of this policy.
4. **Transparency.** The principle of transparency promotes both the disclosure and avoidance of actual and apparent conflicts of interest associated with external commercial activities.

SECTION 1: GENERAL DEFINITIONS

- 1.1 “Developer”** and **“Developers”** means any inventor(s), creator(s), author(s), discoverer(s), or other developer(s) of Intellectual Property.
- 1.2 “Developed”** means invented, created, authored, discovered, reduced to practice, or otherwise developed.
- 1.3 “Intellectual Property”** means all types of intellectual property, including but not limited to any creation, invention, discovery, know-how, trade secret, mask work, technology, scientific or technological development, research data, work of authorship, and computer software, regardless of whether subject to protection under patent, trademark, copyright, trade secret, or other laws.

SECTION 2: SCOPE

- 2.1 Who is Covered.** This IP Policy applies to:
- (a) all persons employed by WIT, including but not limited to full and part-time faculty and staff, visiting faculty members and researchers, and contractors;
 - (b) all students enrolled at WIT, whether at the undergraduate or graduate level; and
 - (c) anyone using the facilities or resources of WIT.
- 2.2 What is Covered.** This IP Policy applies to all types of Intellectual Property. Wherever Intellectual Property is subject to a separate agreement to which WIT is a party, or subject to a separate WIT program, the terms of that separate agreement or program shall control.

SECTION 3: INTELLECTUAL PROPERTY OWNERSHIP

- 3.1 Intellectual Property Owned by WIT.** Except as discussed in Section 3.3 below, WIT shall own all Intellectual Property Developed:
- (a) with Significant Use (defined below) of WIT resources, including for example without limitation WIT facilities, equipment, funding, or personnel;
 - (b) as a “work for hire” (as defined by law) for WIT, or within the course and scope of a WIT employee’s employment¹; or

¹ For Faculty Developers “course and scope of employment” shall be defined as work directly related to the area of expertise the Faculty member has been hired to teach. Factors that shall be considered in determining whether it is within the course and scope shall be the College and Department the faculty is assigned to as well as the Faculty member’s prior experiences and scholarship related to the intellectual property in question. Intellectual property developed in an interdisciplinary setting should consider the faculty developer’s role in the development process related to the faculty member’s discipline.

- (c) pursuant to externally sponsored research or pursuant to any agreement or WIT program that allocates ownership rights to WIT. Intellectual property which is the subject of a specific agreement between WIT and the Developer(s) thereof shall be owned as provided in said agreement. To the degree such agreements foster innovation and creativity, such agreements by the university and the faculty are encouraged.

3.2 Intellectual Property Owned By Developer. The Developer shall own all Intellectual Property Developed:

- (a) without Significant Use of WIT resources, including for example without limitation WIT facilities, equipment, funding, or personnel;
- (b) not as a “work for hire” (as defined by law) for WIT, and not within the course and scope of a WIT employee’s employment; and
- (c) not pursuant to externally sponsored research and not pursuant to any agreement or WIT program that allocates ownership rights to WIT or another party.

The Developer shall also own the Intellectual Property described in Section 3.3 below.

3.3 Scholarly and Artistic Works Owned By Developers. The following copyrightable works shall be owned by a Faculty Developer if related to the Faculty Developer’s academic or professional field or course of study, regardless of the medium of expression:

Art and design works, musical compositions, literary works, scholarly or educational works (including but not limited to textbooks, course materials, refereed materials, and software).

If such works are Developed with Significant Use of WIT resources or within the scope of employment, WIT is licensed royalty free to use such works for non-commercial research and educational purposes only.

3.4 Use of Research Data. WIT employees who Develop research data owned by WIT that is not otherwise restricted (for example and without limitation by law or agreement) are licensed royalty free to use such data for nonprofit educational, research, and scholarly purposes, within the scope of their WIT employment.

3.5 “Significant Use” of WIT Resources. “Significant Use” means extensive or non-routine use. Many WIT resources are routinely used in the ordinary course, including resources such as the library, WIT-owned computers, whiteboards, photocopiers, office supplies, and telephones, and students also routinely use labs, studio and other maker spaces as

part of their academic class work. Routine use of such resources or equipment generally will not constitute Significant Use of WIT resources. In contrast, extensive use of such resources or equipment, non-routine use of such resources or equipment, or inordinate use of labs, studios and other maker spaces by students, would constitute Significant Use of WIT resources.

3.6 Use of WIT Facilities and Resources. Unless specifically approved by WIT: (a) faculty, staff, and contractors shall not use WIT facilities or resources to create, develop, or commercialize Intellectual Property outside the course and scope of employment or agreement; and (b) students shall not use WIT facilities or resources to commercialize Intellectual Property. Use of WIT facilities and resources to create, develop, or commercialize Intellectual Property must be approved by the Provost or his designee.

3.7 Consulting Work and Outside Businesses. WIT faculty, students, staff, and contractors involved in outside (non-WIT) consulting work, an outside business, or other activity unrelated to WIT, are responsible for ensuring that any agreement they have or may enter into does not conflict with the WIT's IP Policy. WIT acknowledges that WIT faculty may use general technical knowledge and expertise while undertaking consulting activities or other outside work and, in the course of such work, may Develop Intellectual Property to which WIT has no ownership claim. However, WIT faculty may not take Intellectual Property that has been Developed as a consequence (in part or whole) of their WIT employment, complete its development through outside work, and establish Intellectual Property rights that exclude WIT. All WIT employees shall abide by WIT's Conflict of Interest Policy and all other policies.

SECTION 4: DISCLOSURE OF INTELLECTUAL PROPERTY

4.1 Intellectual Property Disclosure Form. When Intellectual Property is created that may be subject to ownership by WIT under this IP Policy, the Developer must promptly submit a completed Intellectual Property Disclosure Form (see Appendix) to the Provost's Office. Developers shall not disclose such Intellectual Property to anyone outside of WIT until receiving clearance from the Provost's Office. Developers are not required to disclose to the Provost's Office Intellectual Property that is clearly not owned by WIT, but must disclose if there is any question about ownership.

SECTION 5: DISTRIBUTION OF INCOME

5.1 Net Income. Net Income shall mean income received by WIT from licensing and/or commercialization activities associated with Intellectual Property less all commercialization costs, including but not limited to marketing, legal fees, prototyping, contractual obligations to third parties, and other licensing costs.

5.2 Distribution of Net Income. Net Income shall be distributed (usually annually) as follows:

50% Developer

5% Department of Developer (or if none, to WIT)

5% Office of the Dean for Developer (or if none, to WIT)

40% WIT

WIT may postpone the distribution of Net Income when WIT reasonably anticipates future expenses relating to the Intellectual Property, such as patent prosecution costs, or an infringement suit, are reasonably anticipated.

SECTION 6: ADMINISTRATION AND CONFLICT RESOLUTION

6.1 Provost's Role. WIT's Provost (or the Provost's designee) is responsible for the implementation and administration of this IP Policy. Upon receipt of a completed Intellectual Property Disclosure Form, the Provost will determine if the disclosed Intellectual Property should be considered to be owned by WIT under this IP Policy. The Provost may request additional information from the Developer, if necessary. If the Provost determines that the disclosed Intellectual Property should be considered owned by WIT under this IP Policy, then he or she will make decisions regarding (a) the suitability of the disclosed Intellectual Property for patent, copyright, trademark, trade secret, or other IP protection; (b) in which jurisdictions, if any, to seek or maintain IP protection, and (c) marketing, licensing, commercialization, or further development of the disclosed Intellectual Property. The Provost will also manage distribution of any Net Income. If there are multiple Developers who cannot agree on the appropriate sharing of Net Income, the Provost shall decide the appropriate Net Income to be distributed to each Developer.

6.2 Election Not to Assert Ownership Interest. If the Provost determines that WIT owns Intellectual Property per Section 6.1 above, the Provost may nevertheless elect not to assert WIT's ownership interest. The Provost may elect to release ownership of said Intellectual Property to the Developer unless prohibited by law or contractual obligations. The Provost may elect to impose certain limitations or obligations regarding the released Intellectual Property, including but not limited to requiring that the Developer grant WIT a nonexclusive license.

6.3 Assistance for Student-Owned Intellectual Property. If the Provost determines that a WIT student owns Intellectual Property per Section 6.1 above, the student may request, and WIT may choose in its sole discretion to provide, assistance from WIT in patent prosecution, licensing, or commercialization in exchange for transferring 1% ownership of the Intellectual Property to WIT. For example, in exchange for that 1%, WIT may in its

discretion, but shall not be required to, provide access to patent prosecution counsel and make introductions to potentially interested companies.

- 6.4 Appeal to Intellectual Property Committee.** If a Developer disagrees with any action by the Provost made under Section 6 of this IP Policy, the Developer may appeal the matter to the Intellectual Property Committee (the "IPC"). The IPC shall be chaired by a Faculty member appointed by the Provost, with six other members drawn from the WIT faculty and staff, who may have relevant technical and other expertise. No fewer than four (including the Chair) of the IPC members will be WIT faculty. The Provost will appoint the IPC members. Initial IPC members (including the Chair) will serve a term of one to three years (as designated by the Provost); all successor members will have three-year terms, with a maximum of two consecutive terms. Each member will have full voting rights on any appeal before the IPC. IPC meetings require a quorum of at least five members. The IPC shall report its recommendation to the WIT President in a writing that summarizes the principal reason(s) for its recommendation. The President may decide to accept, reject, or modify, in whole or in part, the IPC's recommendation and the President's decision shall be final.
- 6.5 Cooperation and Authority to Execute Documents.** The WIT President (or the WIT President's designee) may enter agreements and execute any documents, and take any other steps the Provost deems necessary, regarding WIT-owned Intellectual Property. Developers shall cooperate in all such efforts, and shall execute any documents that the Provost deems necessary to effectuate this IP Policy, including for example and without limitation any necessary licenses, assignments, prosecution documents, documents required by sponsored research agreements, or other documents.
- 6.6 Changes to this IP Policy.** The WIT President (or the WIT President's designee) may periodically initiate review of this IP Policy to address legal developments and to reflect experience gained in the administration of this IP Policy. IP Policy changes will be made in accordance with WIT governance procedures and applicable legal requirements.
- 6.7 Survival of Terms.** All rights granted to WIT under this IP Policy shall survive any termination of employment, end of contractual or consulting relationship, or end of a student's enrollment, as applicable.

Appendix

<https://wit.edu/sites/default/files/Wentworth-IP-Disclosure-Form.pdf>