

**Wentworth Institute of Technology**  
**Intellectual Property Policy**  
**Intellectual Property: Purpose, Scope, Authority**

Intellectual Property (IP) is a term that encompasses all forms of creativity that are protected either under statutes or by common law. It includes inventions, discoveries, know-how, show-how, processes, unique materials, chemical and biological compounds, copyrightable works, algorithms, software, original data, databases, and other creative or artistic works. Statutes or legislation include such things as patents, copyrights, trademarks, trade secrets, plant variety protection certificates, data rights, mask works, and others protect the various forms of IP.

Wentworth Institute of Technology (WIT) has developed an Intellectual Property Policy to a) encourage the creation, development, and management of Intellectual Property, patents, copyrights, and trademarks in the best interest of the public, the Creator(s), WIT, and the research sponsor, if any; (b) to provide for protection of Intellectual Property through patents, copyrights, and trademarks, (c) to ensure that monetary and other benefits derived from Intellectual Property, patents, copyrights, and trademarks are equitably distributed to the Creator(s), WIT and other parties as appropriate; and (d) to address ownership issues related to Intellectual Property developed at or on behalf of WIT.

**Regulations:**

Section 1:

**Purpose:** To balance the interests of the many contributors to the substantial creation of intellectual property, Wentworth Institute of Technology provides these rules on intellectual property with the purpose to (a) provide certainty in research pursuits and technology-based relationships with third parties; (b) create an optimal environment for research, development, and commercialization opportunities with private industry; and (c) encourage the timely and efficient protection and management of intellectual property.

Section 2:

**Individuals Subject to this Policy:** This intellectual property policy applies (a) to all persons employed by Wentworth Institute of Technology including, but not limited to, full and part-time faculty and staff and visiting faculty members and researchers, and (b) to anyone using the facilities or resources of Wentworth including, but not limited to, students enrolled at Wentworth Institute of Technology, whether at the undergraduate or graduate level. All individuals subject to this policy must assign their rights in intellectual property included under this policy (see Section 3 below).

Section 3:

**Intellectual Property Included:** Except as set forth in Sections 4 and 5 below, this policy applies to all types of intellectual property, including, but not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, works of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright, or other laws.

Section 4:

**Interest in Certain Copyrights:** Notwithstanding Section 3 above, the Board of Trustees will not assert its interest in the copyright of scholarly or educational materials, art and design works, musical compositions, and literary works related to the author's academic or professional field, regardless of the medium of expression. This applies to works authored by students, professionals, faculty, and non-faculty researchers. Wentworth Institute of Technology encourages these creators to manage their copyrights in accordance with the guidelines concerning management and marketing of copyrighted works consistent with applicable institutional policies.

Section 5:

**Copyright Interest in Certain Software:** Wentworth Institute of Technology asserts ownership in software; however, copyrights in original software that is content covered by Section 4 above or that is integral to the presentation of such content shall be owned by the creator in accordance with Section 4 above.

Section 6:

**Works for Hire and Institutional Projects:** Notwithstanding the provisions of Sections 4 and 5 above, Wentworth Institute of Technology shall have sole ownership of all intellectual property created by (a) an employee, student, or other individual commissioned, required, or hired specifically to produce such intellectual property by Wentworth Institute of Technology and (b) an employee or student as part of an institutional project. Except as may be provided otherwise in a written agreement approved by the Institute, the provisions relating to division of royalties shall not apply to intellectual property owned solely by Wentworth Institute of Technology pursuant to this Section.

Section 7:

**Role of Creator:** Any person subject to this policy who creates intellectual property (other than a work for hire under Section 6 above or on government or other sponsored research projects where the grant agreements provide otherwise), may give reasonable input on commercialization of inventions; provided however, that the president(s) of the Institute, or his or her designee(s), in his or her sole discretion, will make final decisions, including

determinations under Section 5 above, whether and how to develop and commercialize an invention.

Section 8:

**Use of Facilities and Resources:** Neither the facilities nor the resources of Wentworth Institute of Technology may be used (a) to create, develop, or commercialize intellectual property outside the course and scope of employment of the individual to further develop or commercialize intellectual properties that have been released to an inventor except as the Institute's president may approve where Wentworth Institute of Technology retains an interest under the terms of the release.

Section 9:

**Use of Research Data:** Research data or results created by an employee are owned by Wentworth Institute of Technology and, except to the extent that rights to such research data have not been contractually assigned or licensed to another, the creator shall have a nonexclusive license to use such data for nonprofit educational, research, and scholarly purposes within the scope of the employee's employment, subject to adherence to other provisions of this policy.

**Intellectual Property Rights and Obligations**

**Rules and Regulations:**

Sec. 1 **Intellectual Property Owned by the Creator.** Intellectual property developed or created by a Wentworth Institute of Technology employee outside the course and scope of employment of the individual which is developed or created on his/her own time and without the support of Wentworth Institute of Technology or use of their facilities or resources, is the exclusive property of the creator.

Sec. 2 **Intellectual Property Owned by Wentworth Institute of Technology.** Intellectual property either developed within the course and scope of employment of the individual or resulting from activities performed on Wentworth Institute of Technology's time or from using facilities or resources will be owned by Wentworth Institute. To effectively implement this rule and provide certainty to individuals subject to this policy, Wentworth Institute of Technology promulgates institutional rules, regulations, or policies defining the course and scope of employment for persons or classes of persons and specifying that authorized (pursuant to existing rules and procedures) outside employment is or is not within an employee's course and scope of employment.

- 2.1 Determination of Wentworth Institute of Technology's Interest. Before intellectual property subject to ownership by the Board of Trustees is disclosed to any party outside of Wentworth Institute of Technology, to the public generally, or for commercial purposes, and before publishing same, the creator shall submit a reasonably complete and detailed disclosure of such intellectual property to the president for determination of Wentworth's interest. The Institute will regularly and promptly communicate with the creator during this decision-making process.
- 2.2 Election Not to Assert Ownership Interest. If the Institute's President elects not to assert Wentworth Institute of Technology's interest, the primary creator shall be notified in writing within 20 business days after a decision is made not to assert ownership rights that the Institute will offer the released intellectual property to the creator, except where prohibited by law or contractual obligations or requirements. Thereafter, he or she will be free to obtain and exploit a patent or other intellectual property protection in his or her own right and Wentworth Institute of Technology shall not have any further rights, obligations, or duties with respect thereto except that, in appropriate circumstances, the Institute's president may elect to impose certain limitations or obligations, including, but not limited to, a nonexclusive license for the creator, and Wentworth Institute of Technology to use the released invention for patient care, teaching, scholarly and other academically related purposes, and nonprofit research.
- 2.3 Later Release of Invention. Except where prohibited by law or contractual obligations or requirements, the Institute's president may elect to release an invention to its creator at any time after asserting Wentworth Institute of Technology's interest, with notice; however, such a release must include provisions for the recovery of patent and licensing expenses, if any, as well as the retention of income rights, and may include certain limitations or obligations, including those set forth in Section 2.2 above.
- 2.4 Protection and Commercialization of Intellectual Property. With respect to intellectual property in which Wentworth Institute of Technology asserts an interest, the Institute's

president, or his/her designee, shall decide how, when, and where the intellectual property is to be protected and commercialized. Outside counsel services may be contracted with the prior consent of the Provost's Office.

- 2.5 Reimbursement of Licensing Costs and Allocation of Income. In those instances where Wentworth Institute of Technology or any of the Institute's licenses rights in intellectual property to third parties, and other than with regard to elections under Section 2.2 above, the costs of licensing, including, but not limited to, the costs to operate and support a technology transfer office and the costs of obtaining a patent or other protection for the property on behalf of the Board of Trustees must first be recaptured from any royalties or other license payments received by Wentworth Institute of Technology. The remainder of any such income (including but not limited to license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, and sublicense payments) shall be divided as follows:

50% to creator(s)  
50% to Wentworth Institute of  
Technology.

With the prior approval of the Board and after review by the Provost and President, the Institute may adjust the allocation of royalties set forth herein for a creator.

Sec. 3 **Intellectual Property Involving Sponsored Research.** Intellectual property resulting from research supported by a grant or contract with the federal government, or an agency thereof, with a nonprofit or for-profit nongovernmental entity, or by a private gift or grant to Wentworth Institute of Technology shall be subject to ownership by the Board of Trustees.

- 3.1 Nonconformance with Intellectual Property Guidelines. Administrative approval of such grants and contracts containing provisions inconsistent with this policy or other policies and guidelines adopted by the Board imply a decision that the value to Wentworth Institute of Technology of receiving the grant or performing the contract outweighs the impact of any nonconforming provisions on the intellectual property policies and guidelines of Wentworth Institute of Technology (Reference *Rules and Regulations*).

- 3.2 Conflicting Provisions. The intellectual property policies and guidelines of Wentworth Institute of Technology are subject to, and thus amended and superseded by, the specific terms pertaining to intellectual property rights included in federal grants and contracts, or grants and contracts with nonprofit and for-profit nongovernmental entities or private donors, to the extent of any conflict.
- 3.3 Cooperation with Necessary Assignments. Those persons subject to this policy whose intellectual property creations result from a grant or contract with the federal government, or any agency thereof, with a nonprofit or for-profit nongovernmental entity, or by private gift to Wentworth Institute of Technology shall make such assignment of such creations and will execute and deliver such documents and instruments as is reasonably necessary in each case in order that Wentworth Institute of Technology may discharge its obligation, expressed or implied, under the particular agreement.
- 3.4 Sharing of Royalty Income. In the event that two or more persons who are entitled to share royalty income pursuant to Section 2.5 of this Rule (or equity pursuant to *Rules and Regulations*, concerning equity interests) cannot agree in writing on an appropriate sharing arrangement, that portion of the royalty income to which the creators are entitled will be distributed to them as the Institute's president or the Provost may deem appropriate under the circumstances and such decision shall be binding on the creators.
- 3.5 Geographical Scope of Protection. A decision by Wentworth Institute of Technology to seek patent or other available protection for intellectual property covered by Section 2 of this Rule shall not obligate Wentworth Institute of Technology to pursue such protection in all national jurisdictions. Wentworth Institute of Technology's decision relating to the geographical scope and duration of such protection shall be final.
- 3.6 Institute inventors involved in consulting work, a business, or other outside activity are responsible for insuring that any agreement which they have or may enter into does not conflict

with the Institute's Intellectual Property Policy. WIT acknowledges that a faculty member may use general technical knowledge and expertise while undertaking consulting activities and in the course of their consulting work, develop intellectual property on behalf of the company with which the Institute has no claim. However, a faculty member may not take intellectual property that has been developed as a consequence (in part or whole) of their WIT employment and, through outside consulting, complete its development and establish intellectual property rights excluding the Institute.

### **Equity Interests**

#### **Rules and Regulations:**

- Sec. 1     **Agreements with Business Entities.** In agreements with business entities relating to rights in intellectual property owned by the Board of Trustees, Wentworth Institute of Technology may receive equity interests as partial or total compensation for the rights conveyed. In any such instance, the Institute may elect, at its option, to share an equity interest, dividend income, or the proceeds of the sale of an equity interest with the creator(s) in the same manner as royalties are shared pursuant to *Rules and Regulations*. Wentworth Institute of Technology may also receive equity interests in a business entity as consideration for the Institute's role as a founder or cofounder of the business entity, and shall not be obligated to share such equity interests with the creator(s).
- Sec. 2     **Creator Holding Equity and Managing Conflict of Interest.** Employees of Wentworth Institute of Technology who conceive, create, discover, invent, or develop intellectual property may hold an equity interest in a business entity that has an agreement with Wentworth Institute of Technology relating to the research, development, licensing, or exploitation of that intellectual property only so long as the Institute is in full compliance with the requirements to have, implement, and enforce for that employee an effective conflict of interest management plan approved by the Institute's president as set forth in Wentworth Institute of Technology's [\*Procedure for Obtaining Approval of Plan to Manage Conflicts of Interest\*](#). (In any case where actual conflict of interest is found, the employee may be required to divest the equity interest or terminate affected research.

- Sec. 3 **Employee Equity Interests.** Wentworth Institute of Technology may, but shall not be obligated to, negotiate an equity interest on behalf of any employee as a part of an agreement between Wentworth Institute of Technology and a business entity relating to intellectual property conceived, created, discovered, invented, or developed by the employee and owned by the Board of Trustees.

### **Business Participation and Reporting**

#### **Rules and Regulations:**

- Sec. 1 **Approval to Serve as Officer or Director.** Any employee of Wentworth Institute of Technology who conceives, creates, discovers, invents, or develops intellectual property may serve, in his/her individual capacity, as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with Wentworth Institute of Technology relating to the research, development, licensing, or exploitation of that intellectual property only so long as the Institute is in full compliance with the requirements to have, implement, and enforce for that employee an effective conflict of interest management plan approved by the Institute's president as set forth in Wentworth Institute of Technology's [Procedure for Obtaining Approval of Plan to Manage Conflicts of Interest](#). In any case where actual conflict of interest is found, the employee may be required to terminate the business relationship or the relevant research.
- Sec. 2 **Request for Employee to Serve as Officer or Director.** When requested by the Board of Trustees, an employee may serve on behalf of the Board of Trustees as a member of the board of directors or other governing board of a business entity that has an agreement with Wentworth Institute of Technology relating to the research, development, licensing, or exploitation of intellectual property, but may not accept any consideration offered for service on such board.
- Sec. 3 **Report of Equity Interest and Service as Officer or Director.** Any employee covered by *Rules and Regulations*, Section 2 concerning conflict of interest and Sections 1 or 2 above must report in writing to the president of the Institute the name of any business entity in which the person has an interest or for which the person serves as a director, officer, or employee and shall be responsible for submitting

a revised written report upon any change in the interest or position held by such person in such business entity.

### **Execution of Legal Documents Related to Intellectual Property**

#### **Rules and Regulations:**

- Sec. 1     **Execution of Agreements.** Agreements that grant an interest in Board intellectual property, including but not limited to option and license agreements and contracts with corporate sponsors, may be executed and delivered after any required review by Wentworth Institute of Technology's legal counsel.
- Sec. 2     **Agreements That Do Not Conform to the Rules.** Any agreement that deviates substantially from the basic intellectual property policy of Wentworth Institute of Technology as set out in the *Rules and Regulations* may be executed and delivered as set forth in Section 1 above if, in the judgment of the Institute's president, the benefits from the level of funding for proposed research and/or other consideration from a sponsor, licensee, or other party outweigh any potential disadvantage that may result from the policy deviation.
- Sec. 3     **Authority to Execute Documents.** The Provost may execute, on behalf of the Board of Trustees, legal documents relating to the Board's rights in intellectual property, including, but not limited to, applications, declarations, affidavits, powers of attorney, disclaimers, and other such documents relating to patents and copyrights; applications, declarations, affidavits, affidavits of use, powers of attorney, and other such documents relating to trademarks; and corporate documents related to the formation of new companies. In addition, the Institute's president may execute, on behalf of the Board, (a) institutional applications for registration or recordation of transfers of ownership and other such documents relating to copyrights and (b) corporate documents related to the formation of new companies if first reviewed and approved by Wentworth Institute of Technology's legal counsel.

## Income from Intellectual Property

### Rules and Regulations:

- Sec. 1     **Use of Income.** The portion of the net income Wentworth Institute of Technology retains from royalties and any other intellectual property-related income shall be used by the Institute where the income-producing creation originated.
- Sec. 2     **Income Payable to an Individual Subject to this Policy.** With the prior written approval of the Institute's president, payments payable to an individual, pursuant to *Rules and Regulations*, concerning reimbursement of costs and allocation of income, may be assigned to the Institute by the individual and designated for use in research to be conducted by that individual.

## Execution of Legal Documents Related to Intellectual Property

### Rules and Regulations:

- Sec. 1     **Execution of Agreements.** Agreements that grant an interest in Board intellectual property, including but not limited to option and license agreements and contracts with corporate sponsors, may be executed and delivered after any required review by Wentworth Institute of Technology's legal counsel.
- Sec. 2     **Agreements That Do Not Conform to the Rules.** Any agreement that deviates substantially from the basic intellectual property policy of Wentworth Institute of Technology as set out in the *Rules and Regulations* may be executed and delivered as set forth in Section 1 above if, in the judgment of the Institute's president and after any required review by Wentworth Institute of Technology's legal counsel, the benefits from the level of funding for proposed research and/or other consideration from a sponsor, licensee, or other party outweigh any potential disadvantage that may result from the policy deviation.
- Sec. 3     **Authority to Execute Documents.** The Provost may execute, on behalf of the Board of Regents, legal documents relating to the Board's rights in intellectual property, including, but not limited to, applications, declarations, affidavits, powers of attorney, disclaimers, and other such documents relating to patents and copyrights; applications, declarations, affidavits, affidavits of use, powers of attorney, and other such documents relating to trademarks; and corporate documents related to the formation of new companies. In addition, the Institute's president may execute, on behalf of

the Board, (a) institutional applications for registration or recordation of transfers of ownership and other such documents relating to copyrights and (b) corporate documents related to the formation of new companies if first reviewed and approved by Wentworth Institute of Technology.

**Procedures and Responsibilities:**

WIT employees and Creators will actively participate in the protection of Sponsor-Supported and Institute-Owned Intellectual Property. Until notification has been provided to the Provost's Office and permission has been granted, WIT employees and Creators will avoid any publication of Intellectual Property that may constitute Sponsor-Supported or Institute-Owned Intellectual Property. WIT has the discretion to decline the patenting of any technologies that have been publicly disclosed in seminars, published papers, theses, dissertations or elsewhere prior to any patent office filing.

Responsible Party: WIT employees and Creator

When Institute-Owned Intellectual Property or Sponsor-Supported Intellectual Property is created, the Creator must complete and submit an [Intellectual Property Disclosure](#) form to the Provost's Office. A Creator is not required to disclose Intellectual Property that clearly constitutes Creator-Owned Intellectual Property, but must make a disclosure if there is any question about ownership.

Responsible Party: Creator

The Intellectual Property Committee (see page 13 for composition of IP Committee) will review disclosures and make recommendations to the Intellectual Property Officer regarding suitability of IP for patent, copyright or trademark protection. The Committee can also recommend placing the IP on hold, sending it back to the Creator for revision or releasing it to the Creator.

Responsible Party: The Intellectual Property Committee

The Intellectual Property Officer makes the determination as to whether patent, copyright or trademark protection should be pursued for Intellectual Property. The IP Officer would also make decisions regarding marketing, licensing or commercialization of Intellectual Property. In this case, Intellectual Property may be released to the Creator, but WIT retains perpetual, non-exclusive, royalty free license to use the intellectual property and any corresponding patents for research and educational purposes.

Responsible Party: The Intellectual Property Officer

As requested by the Intellectual Property Committee, the Creator will make adjustments to the submitted disclosure as necessary; provide information to determine the potential marketability of Intellectual Property and viability for patent, copyright or trademark protection; and complete paperwork as necessary to pursue patents or clarify ownership of Intellectual Property. The Creator must assign WIT any interest in a patent equivalent to the

property interest that the Intellectual Property Committee or Officers determines to belong to WIT.

Responsible Party: Creator

The Intellectual Property Committee reviews ongoing and pending patents and makes recommendations regarding continuation of patent protection, marketing, licensing or other commercialization efforts for Institute-Owned Intellectual Property.

Responsible Party: The Intellectual Property Committee

Revenues earned on patents, trademarks and copyrights related to Institute-Owned Intellectual Property will be distributed by the Provost's Office after all expenses associated with the particular Institute-Owned Intellectual Property has been recovered by WIT and payments have been made to any third parties as required. Net revenues received by WIT will be distributed as follows:

50% as direct payment to the Creator(s)

50% for support of research and economic development at WIT

As the request, in writing by the Creator, the Provost's Office will consider an appeal of a determination made under this policy. The Provost will resolve any dispute regarding protection and commercialization of Institute-Owned Intellectual Property. In the event that the Creator does not agree with the decision of the Provost, the Creator will have the right to request in writing that the issue be reviewed by the President. The decision of the President will be final.

Responsible Party: Provost and President

## **DEFINITIONS:**

**Creator:** Any member of the WIT faculty or staff, and any other persons employed by WIT, whether on a full-time or a part-time basis; visiting faculty and researchers; and any other persons, including students, who create or discover Intellectual Property while employed by WIT or while using WIT facilities, resources or equipment. Intellectual Property can be created by one or more individuals, each of whom, to be considered a Creator, must have conceived of an essential element or provided creative input into the conception of the Intellectual Property.

**Creator-Owned Intellectual Property:** Intellectual Property owned by the Creator. Creator-Owned Intellectual Property includes Intellectual Property unrelated to a Creator's employment responsibilities or field of study at WIT and that is developed on his or her own time without significant use of WIT facilities, resources or equipment. Intellectual Property created with the use of an office, library, or desktop computer are examples of facilities and equipment that are not considered significant. Unless created as a Work Made for Hire, as Sponsor-Supported Intellectual Property, or as assigned in the course and scope of employment, pedagogical, scholarly or artistic works by WIT faculty, staff or students are also included as Creator-Owned Intellectual Property (examples are most textbooks, course materials and refereed materials). Creator-Owned Intellectual Property also includes works of students created in the course of their education, such as theses, dissertations, papers and journal articles unless otherwise designated in another WIT Policy.

**Intellectual Property:** Any new and useful process, scientific or technological development, technology, machine, composition of matter, life form, article of manufacture, software, tangible property, research data, or any work that is subject to protection by patents, copyrights, trademarks, or trade secrets. It includes such things as new or improved devices, circuits, chemical compounds, drugs, genetically engineered biological organisms, data sets, software, musical processes, or unique and innovative uses of existing inventions. Intellectual Property may or may not be patentable, copyrightable or subject to a trademark.

**Intellectual Property Committee (IPC):** A WIT committee chaired by the Intellectual Property Officer and with seven other permanent members drawn from the WIT staff and faculty, who may have experience in the topical areas of the patent disclosures. No fewer than four of the members will be members of the faculty. The Provost will appoint the members of the IPC. Members of the IPC will serve initial terms of one to three years (as designated by the Provost); upon expiration of each initial term, successor members will be appointed for a term of three years, with a maximum of two consecutive terms. All permanent members of the IPC will have full voting rights on a disclosure or application submitted to the IPC. Meetings of the IPC shall require a quorum of at least five members.

**Intellectual Property Officer:** The individual appointed by the Provost with the responsibility of overseeing and administering the WIT Intellectual Property program in accordance with this policy and for administering patents, copyrights and trademarks related to Institute-Owned Intellectual Property and Sponsor-Supported Intellectual Property.

**Patent:** A U.S. patent is a grant which gives the owner of an invention that is covered by the patent the right to exclude all others from making, using, or selling the invention in the United States. In the United States, a patent provides that exclusive right for up to twenty years. To qualify for U.S. patent protection as an invention, Intellectual Property must be deemed new, useful, and non-obvious to one skilled in the art, and must not have been in public use or on sale in the United States or described in a printed Publication anywhere in the world for more than one year prior to the filing date of the U.S. patent application.

Patent rights in many foreign countries can be lost if there has been any disclosure of the invention, verbal or written, anywhere in the world prior to filing the foreign patent application. However, if the U.S. patent application has been filed prior to any disclosure, some foreign countries allow patent applications to be filed within one year of the U.S. filing date even if there has been an intervening Publication.

**Patentable Intellectual Property:** Intellectual Property for which a patent may be obtained.

**Publication:** A public disclosure of Intellectual Property, which may be verbal or printed. Printed publications include abstracts and, in certain circumstances, grant proposals, either funded or unfunded. A public disclosure is a non-privileged communication to someone other than those with a professional need to know within WIT. The issuance of a publication may jeopardize the ability to secure a patent in the U.S. or in foreign countries. Questions surrounding the implications of Publication can be addressed by the Provost's Office.

**Sponsor-Supported Intellectual Property:** Intellectual Property created under a grant or sponsored research agreement with an external agency or entity. Ownership of Sponsor-Supported Intellectual Property is determined in accordance with the terms of the grant or sponsored research agreement. In the absence of contract terms that specifically designate ownership, Sponsor-Supported Intellectual Property is owned by WIT.

**Institute-Owned Intellectual Property:** Intellectual Property owned by WIT. Institute-Owned Intellectual Property includes Works Made for Hire that are commissioned by WIT or that a Creator is assigned to create in the course and scope of her/his employment with WIT; Intellectual Property created with significant use of WIT facilities, resources or equipment; Intellectual Property assigned to WIT; and Sponsor-Supported Intellectual Property that is designated as Institute owned in the applicable grant or sponsored research agreement or for which ownership has not been specifically designated. Intellectual Property that would otherwise be designated as Creator-Owned Intellectual Property shall be considered to be Institute-Owned Intellectual Property if the Institute pays for patent, copyright or trademark protection with the consent of the Creator.

**Work Made for Hire:** Work prepared by an employee within the scope of his/her employment; or work specially ordered or commissioned if the parties expressly agree in a written contract that the work shall be considered a Work Made for Hire.

**Wentworth Institute of Technology  
Intellectual Property Disclosure**

Date: \_\_\_\_\_

Inventor(s): \_\_\_\_\_

College/Department(s): \_\_\_\_\_

Contact Information: \_\_\_\_\_

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Please provide an overall invention summary in abstract form. Answer the following questions to the best of your knowledge (using additional pages as needed). Remember that the criteria for patentability must be in evidence in the disclosure. The criteria for patentability are: 1) the technology must be novel, 2) the technology must have a potential market, and 3) the technology must be non-obvious to one working in the field.

1. Invention Title (brief but comprehensive, technically accurate descriptive).
2. Describe the technical basis for the invention.
3. Describe how this invention can be translated into a useful product, process or service with commercial potential. Include any known statistics or data on the market potential, competing products, etc. For example:

*What is the real world problem that your invention addresses?*

*What does your invention do to solve this problem?*

*What products/services currently solve this problem?*

*How does your invention solve the problem, compared to the above? (e.g. more efficient, cheaper, cleaner etc.)*

*Does the invention possess disadvantages or limitations over currently available products or services, particularly in terms of cost and complexity of manufacture/performance?*

*How will the invention be useful to industry?*

4. Is there a planned date of disclosure, publication, display or sale?
5. Is there a third party involved in this research, such as through a sponsored research agreement or government contract?

6. Is this research the result of collaboration with investigators from another institution or company? If so, please provide details.
7. When was your solution first conceptually or mentally complete? What is the tangible evidence of such completion?
8. Has this invention been described in a publication or disclosed outside the Institute? If so when was it published or disclosed? Are you planning to publish a paper or provide a future disclosure?
9. What is the source of funds supporting the research that has led to the invention?
10. Do you have contact information for any interested parties or companies?