

**UNIVERSITY OF MASSACHUSETTS
INTELLECTUAL PROPERTY POLICY**

LOWELL

The prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to the University's mission of education and research. The commercial development and distribution of the results of research and creative work to benefit the inventor or creator and the economy is part of the University's mission of public service. This Policy is intended to facilitate the commercial development of intellectual property arising at the University and

III. POLICY

A. Participation Agreement

The University has adopted a Participation Agreement, attached as Exhibit A, that confirms acceptance of this Policy by Covered Individuals and assigns to the University all rights in any Intellectual Property in which the University asserts ownership (as described below).

1. Students

other

- a. Intellectual Property Developed with University Resources - All Covered Individuals are encouraged to disclose promptly all Inventions and Copyrightable Works (except Exempted Scholarly Works) that (i) are developed with significant use of University resources or (ii) are the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University (see Section III.B.1. above). Although the disclosure of such Inventions and Copyrightable Works is generally voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably before the Covered Individual takes any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required under any circumstances. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Covered Individual should submit to the CVIP or Vice Chancellor for Research, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

- b. University-Commissioned Works - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) that a Covered Individual is specifically hired or commissioned by the University to develop (see Section III.B.2. above), disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the University.
- c. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements) - In the case of Inventions and Copyrightable Works (including Exempted Scholarly Works) developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure, the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the University, if such terms differ from this Policy.

2. Evaluation and Disposition of Disclosures - The Director and the Vice Chancellor for Research will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify the Covered Individual of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions ordinarily no later than ninety (90) days, and for Copyrightable Works ordinarily no later than thirty (30) days after the CVIP or the Vice Chancellor for Research receives a

complete and accurate disclosure form and any other information that the CVIP or the Vice Chancellor for Research requests in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section III.C.4. below:

- a. Scholarly Work - In the case of a Copyrightable Work that is claimed as a Scholarly Work (but is not an Exempted Scholarly Work), the Director and the Vice Chancellor for Research will decide whether that work is in fact a Scholarly Work.
- b. No Use of University Resources - In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to University ownership because the Intellectual Property was developed without significant use of University resources, the Director and the Vice Chancellor for Research will decide whether there was in fact significant use of University resources.
- c. Evaluation of Commercial Potential: The Evaluation Committees - In the case of an Invention or Copyrightable Work that the Covered Individual discloses for possible commercialization by the University, the Director and the Vice Chancellor for Research will determine its commercial potential. To assist in this determination, the Director and the Vice Chancellor for Research may consult with patent or copyright counsel and outside experts in particular fields.

In addition to these resources, the Director and the Vice Chancellor for Research may seek the advice of various Evaluation Committees with expertise in various fields of research, which Committees the President shall have authority to establish at his or her discretion. Each Committee will be composed of faculty

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Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of University researchers. The University has therefore established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time

will make available a University-form MTA for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any MTA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

E. Administrative Procedures - Confidential Treatment of Information

While the academic tradition of free dissemination of knowledge for the public benefit is recognized by the University to be of paramount importance, it may be necessary or desirable, under some circumstances, to restrict disclosure of Confidential Information received from a sponsor company or to delay Public Disclosure of an Invention. The University has developed the following procedures to balance these competing interests. The University will ordinarily not agree to maintain University-generated research results as trade secrets.

1. Guidelines Regarding Public Disclosure of Inventions - Internal disclosure of an Invention to the CVIP or Vice Chancellor for Research will not interfere with the ability to patent the Invention. However, Public Disclosure of an Invention prior to filing for a patent application (even one day before) will preclude the availability of patent protection in most countries. This rule applies to any non-confidential written or oral disclosure that describes the Invention (e.g., at a scientific meeting, in a journal, or even in an informal discussion with colleagues).

Accordingly, the University strongly encourages Covered Individuals to disclose Inventions to the CVIP as soon as possible, and to delay Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The CVIP and Vice Chancellor for Research will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The CVIP and Vice Chancellor for Research will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

During this interim period, an Invention may be safely disclosed outside of the University under the protection of a Confidential Disclosure Agreement ("CDA"), because disclosures made under an appropriate CDA are not considered Public Disclosures. The University therefore recommends that all Covered Individuals use the University-form CDA whenever they disclose information relating to an Invention while the Invention is under evaluation by the University, and the University strongly recommends use of the University-form CDA and consultation with the CVIP if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The CVIP will make available appropriate forms of CDA. Faculty members have authority to sign the University-form CDA on behalf of the University when they will disclose information (but will not receive information), provided they send a fully signed original of the CDA to the CVIP as soon as possible. Alternatively, CVIP representatives are authorized to approve and sign CDAs on behalf of the University.

Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the University will proceed with commercialization of that Invention.

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to a materials transfer agreement (MTA), confidential disclosure agreement, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the University. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then he or she must agree to such restrictions in writing.

2. Receiving Confidential Information from Outside Researchers - If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the University, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only CVIP representatives are authorized to approve and sign CDAs from other researchers or organizations on behalf of the University. The CVIP will make available a University-form CDA for receipt of Confidential Information, although the organization disclosing the Confidential Information will usually require use of its own form of CDA.

When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

If any CDA restrictions would apply to research performed by students, the affected students must agree to such restrictions in writing.

F. Administrative Procedures - Sponsored Research with Commercial Organizations

The Vice Chancellor for Research in consultation with the CVIP shall have responsibility for negotiating, executing, and administering funded research agreements between the University and commercial organizations, in accordance with the University policies on sponsored research. The Vice Chancellor for Research may also be responsible for the University's relationship with commercial organizations (e.g. corporate partners).

commercialization efforts, the inventor or creator will share in the economic rewards, as will the department and campus.

1. Distribution of Non-Equity Revenue Derived from Commercialization - Royalty income and other non-equity revenue derived from the licensing of University-owned Intellectual Property will be distributed at the end of each accounting period as follows:

- a. The University will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.
- b. The remaining net income will be distributed as follows:
 - Fifteen percent (15%) to the CVIP to fund patents, CVIP operations, and research grants
 - Thirty percent (30%) to the inventor or creator
 - Fifteen percent (15%) to the department or program of the inventor or creator
 - Forty percent (40%) to the campus of the inventor or creator

In the case of multiple inventors or creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the inventors or creators within such departments or programs.

2. Acceptance of Equity - The University may accept an equity interest in a corporation, provided that before the CVIP agrees to accept equity, it must receive the approval of the Vice Chancellor for Research, the Vice President for Economic Development, and the University Treasurer. If the University receives equity in connection with the commercialization of Intellectual Property, such equity will be held on behalf of the University by the University of Massachusetts Foundation, Inc., and will be treated as follows:

- a. Fifteen percent (15%) of the total equity will be held for the account of the CVIP until liquidation.

account will be (of) (the) (CVIP) or Tw3.

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this Policy before the Covered Individual submits to the University a proposal relating to such research.

2. Company-Sponsored Research - If a Covered Individual performs or directs Company-sponsored research at the University, and if the Covered Individual intends to receive or actually receives a Financial Interest in that Company or from that Company at any time (i) during the conduct of the research or (ii) within one year after cessation of the research, then the Financial Interest must be disclosed to the Vice Chancellor for Research and approved in accordance with this Policy

In addition to the above, the Committee may refer the matter to the appropriate

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Revised 2/7/01

UNIVERSITY OF MASSACHUSETTS
POLICY ON FACULTY CONSULTING AND OUTSIDE ACTIVITIES

LOWELL & WORCESTER

Faculty members are expected to devote to the University their primary professional loyalty and to direct to the University their time and energy. As they are considered "special state employees" for purposes of the Massachusetts law governing the conduct of public officials and employees (Massachusetts General Laws Ch. 268A), however, they are permitted to engage in limited activities outside of the University during normal working hours, provided such outside activities do not interfere with their primary obligations. The University recognizes that outside activities can be of value to faculty and the University. This Policy is intended to further the mission of the University and to enrich the experiences of the faculty by facilitating appropriately limited outside activities for faculty.

I. DEFINITIONS

As used in this Policy, the following words shall have the following meanings:

- A. Academic Week - The period of Monday through Friday in each week.

II. POLICY

A. Scope of Policy

This Policy applies only to Faculty Members.

B. Allowable Activities

The University ordinarily permits full-time Faculty Members to devote the equivalent of one day within the Academic Week to the performance of Outside Activities. The University ordinarily does not place a specific limit on the amount of time that part-time Faculty Members may devote to the performance of Outside Activities. The time commitment devoted by any Faculty Member to Outside Activities may not interfere with the Faculty Member's professional commitment to the University.

C. Prohibited or Restricted Activities

applicable Dean a report on the Outside Activities of Faculty Members within that department, and the Dean shall provide this report to the Director of the University Office for Commercial Ventures and Intellectual Property and to the Conflicts Committee.

When Faculty Members are negotiating consulting arrangements with non-University entities they should keep in mind that under the University Intellectual Property Policy, the University will be the presumed owner of any patent or other intellectual property rights that arise in the course of consulting work or other Outside Activities if that work is the same as, is directly related to, or is substantially similar to a research project in which that Faculty Member is engaged at the University. In order to avoid potential ownership disputes and liability, Faculty Members and Department Chairs are strongly encouraged to consult with the Vice Chancellor for Research to ensure that Outside Activities are outside the scope of the University Intellectual Property Policy.

2. Standard Form Rider - The CVIP will make available standard form riders, to be attached to all written agreements to undertake Outside Activities entered into by a Faculty Member, which will describe the intellectual property rights of the University, and which will contain an acknowledgment of such rights by the non-University entity. This rider is intended to avoid potential misunderstandings and disputes regarding ownership of intellectual property developed by the Faculty Member. The University strongly encourages use of this standard form rider.

III. INTERPRETATION AND EVALUATION

The President or his or her designee will have authority to interpret this Policy. Periodically, but at least every three (3) years, the President or his or her designee will conduct an evaluation of this Policy and formulate amendments for the consideration of the Trustees of the University.

IV. ENFORCEMENT

The Vice Chancellor for Research may refer any matter to the appropriate University official for disciplinary or other appropriate action. If a matter involves a Conflict of Interest under the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, the Vice Chancellor for Research shall refer the matter to the Conflicts Committee.

V. APPEALS

A Faculty Member may request that the Vice Chancellor for Research review any decision of his or her Department Chair concerning Outside Activities. A Faculty Member may appeal any decision of the Vice Chancellor for Research by requesting a review of the decision by the President or his or her designee. The decision of the President shall be final.

VI. OTHER POLICIES

As noted above, Outside Activities may involve other University policies, such as the Intellectual Property Policy, the Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures, and the Policy on Compensation for Certain Additional Professional Services (to the extent not superseded by this Policy). Faculty Members should refer to these other policies as necessary.

(ver. 12/7/96)

UNIVERSITY OF MASSACHUSETTS

. the commercial organization (i) intends to fund proposed research that the Covered Individual will perform or direct for the University; (ii) currently funds research that the Covered Individual performs or directs for the University; or (iii) will receive payment for goods or services in connection with research that the Covered Individual performs or directs for the University;

- a. the commercial organization intends to license University-owned intellectual property (as determined under the applicable intellectual property policy) and the Covered Individual who created that intellectual property or who will negotiate the license agreement becomes aware of the intention of the commercial organization; or
- b. the Covered Individual is a faculty member who intends to involve University students in his or her outside professional activities with the commercial organization.

Please note that subsequent disclosures are required whenever there is a significant change in the previously disclosed financial interests of a Covered Individual. The Committee currently considers that the immediate family of the Covered Individual includes spouse, parents, in-laws, siblings, children, or any relative living at the same address as the

- income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
 - income from service on advisory committees or review panels for public or nonprofit entities;
 - an equity interest that, when aggregated for the investigator and his or her spouse and dependent children, meets both of the following tests: (i) does not exceed \$10,000 in value as determined through reference to public prices or other reasonable measures of fair market value; and (ii) does not represent more than a five percent ownership interest in any single entity;
 - salary, royalties, or other payments (including equity) that, when aggregated for the investigator and his or her spouse and dependent children over the next twelve months, are not reasonably expected to exceed \$10,000; and
2. (2) any of the following circumstances apply:
- (a) when the grant application is submitted, the Significant Financial Interest would reasonably appear to be affected* by the proposed research;
 - a. (b) during the period of the award, the Significant Financial Interest would reasonably appear to be affected by the ongoing research;
 - b. (c) when the grant application is submitted, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research; or
 - c. (d) during the period of the award, the Significant Financial Interest is in one or more entities whose financial interests would reasonably appear to be affected by the proposed research.

*Neither agency has clarified the meaning of the phrase "reasonably appear to be affected."

DISCLOSURE PROCEDURES

In general, you should make any required disclosures on the attached Conflict of Interest c2(ovos/P T) Tj.0006 Tc-0.0018Tw/F4975T15Td(DisV on)Ches awin[6(r)] theRarch.r

conditional approval, or prohibition. You will be notified promptly after the Committee makes its decision.

In addition to these general procedures, each campus office of research administration may impose specific administrative procedures to ensure compliance with the Policy. A description of these specific procedures, if any, will be attached to this Disclosure Form.

Conflict of Interest Disclosure Statement

Name: _____

Title: _____

Campus: _____

Department: _____

Description of Financial Interest (please be specific):

Description of Activity (please include identity of commercial entities involved):

I hereby certify that I have read and understood the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures. I further certify that, to the best of my knowledge, the contents of this Financial Interest Disclosure Statement are complete and accurate.

Signature of Covered Individual: _____

Date: _____

UNIVERSITY OF MASSACHUSETTS
UNIFORM CONSULTING AGREEMENT PROVISIONS

1. All faculty members at the University of Massachusetts (the "University") are subject to the University Policy on Faculty Consulting and Outside Activities (the "Policy"). The Policy recommends that faculty members at the University attach these Uniform Consulting Agreement Provisions ("Uniform Provisions") to any agreement or arrangement under which a faculty member will provide consulting services to, or engage in other non-academic activities in his or her area of expertise on behalf of, any-for-profit organization (a "Company"). Such agreements or arrangements will be referred to as a "Consulting Agreement." These Uniform Provisions are intended to clarify, among other things, the respective legal rights of the University and the Company in any intellectual property and other work product that may be developed or discovered by the faculty member in the course of performing services for the Company. If any term of the Uniform Provisions is inconsistent with a term of a Consulting Agreement to which the Uniform Provisions are attached, the terms of the Uniform Provisions shall govern.
2. University faculty are permitted to devote the equivalent of one day within the academic week to the performance of outside activities, including consulting with Companies. These activities must be reported to the Department Chair of the faculty member in order to ensure compliance with this time restriction and the ability of the faculty member to meet his or her responsibilities to the University. In certain instances, these activities must also be reviewed by the University's Conflicts Committee. The Conflicts Committee may impose restrictions on the consulting relationship.
3. University faculty are ordinarily prohibited from using University-administered funds, facilities, and equipment in the performance of services for a Company pursuant to a Consulting Agreement. In addition, faculty members must obtain special approval to involve University students in consulting or other services for Companies. Companies may obtain access to University facilities, equipment, and personnel under a sponsored research agreement with the University.
4. University faculty may not use the name of the University in relation to any outside activities, including consulting work, except to describe their credentials.
5. University faculty are permitted to assign to a Company all of their rights in any invention, discovery, or development (collectively, "Intellectual Property") that arises while performing services under a Consulting Agreement, provided that the faculty member did not use University-administered funds, facilities, or equipment (collectively, "University Resources") in the course of developing that Intellectual Property. If a faculty member made significant use of University Resources, the faculty member is contractually obliged to assign to the University all of his or her rights in that Intellectual Property. The University presumes that a faculty member did make significant use of University Resources in the development of Intellectual Property that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University. In order to avoid any confusion regarding ownership of Intellectual Property, the University encourages Companies to discuss the field of services to be provided under any proposed Consulting Agreement so that the field of services will be sufficiently different from any specific research projects undertaken by that faculty member at the University.

6. No Consulting Agreem