



HOBART AND WILLIAM SMITH
COLLEGES

Policy on Intellectual Property

HOBART AND WILLIAM SMITH COLLEGES POLICY ON INTELLECTUAL PROPERTY

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I. GENERAL PRINCIPLES

Hobart and William Smith Colleges (the “Colleges”) created this Policy on Intellectual Property (“Policy”) in accordance with the following guiding principles:

- to encourage the Colleges’ Faculty, Non-Faculty Employees, and Students to engage in creative and innovative scholarship and education;
- to protect the Intellectual Property rights of the Faculty, Non-Faculty Employees, Students, and Colleges in a manner that encourages the support of future scholarship and serves the mission of the Colleges;
- to promote collaboration between the Faculty, Non-Faculty Employees, Students, Colleges, community, and supporting sponsors; and
- to recognize the interests of the creators in their work.

This Policy applies to all persons employed by and students of the Colleges. All Intellectual Property rights created by or with independent contractors in connection with work for or with the Colleges shall be determined by the written contract between the Colleges and the independent contractor.

In addition, the Colleges and their Faculty, Non-Faculty Employees, and Students respect the Intellectual Property rights of others. Therefore, all persons reproducing, distributing, performing, displaying, creating, preparing, inventing, developing, preparing derivative works, and/or using Intellectual Property at, for, or with the Colleges shall obtain all necessary and appropriate rights by permission, consent, assignment, or license before making any use of existing Intellectual Property. If you have questions regarding whether you can use certain Intellectual Property, please consult with the Director of Sponsored Programs or the Librarian.

II. EFFECTIVE DATE

This Policy is effective on August 29, 2016 (the “Effective Date”) and applies to all Intellectual Property created, developed, and disclosed on or after the Effective Date.

III. DEFINED TERMS

“**Administrative Materials**” means Works created by Faculty, Non-Faculty Employees, and/or Students through activities or obligations relating to the operation and management of the Colleges or service to the Colleges. Administrative Materials specifically excludes Scholarship Materials and Teaching Materials. Administrative Materials typically includes, but is not limited to, internet or intranet websites, department, institution, or committee reports, evaluation materials, survey responses, institutional self-studies, curricula, course descriptions, course proposals, departmental assessment tools, standards and criteria documents, faculty handbook and bylaws materials, institutional policies, institutional grant proposals or reports, promotional, marketing, recruiting materials, computer code written to serve institutional needs, and other materials created for the non-academic operation of the Colleges.

“**Colleges**” means Hobart and William Smith Colleges.

“Copyright” means the protection provided by the laws of the United States for original Works of authorship, including literary, technical, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, audiovisual, artistic, computer code and other creative Works fixed in a tangible medium of expression.

“Faculty” has the meaning ascribed to it in the Faculty Bylaws and Procedures, Part I, Article 1, Section a, and consists of “instructional faculty, including Full Professors, Associate Professors, Assistant Professors, Instructors, faculty awarded Emeritus status, and Visiting Professors; the President; the Dean of Faculty and Provost; the Associate Provost; the Dean of Hobart College; the Dean of William Smith College; the Dean of Admissions and Financial Aid and the Director of Admissions; the Chaplain; the Registrar; and the Librarian, the Visual Arts Curator, and the members of the Library Staff who have been accorded faculty status.” For the purpose of this Policy, Faculty includes Non-Faculty Employees when the Non-Faculty Employee is engaged in teaching and scholarship activities and Scholarship and Teaching Materials are created through such activities.

“Non-Faculty Employee” means any individual employed by the Colleges who is not Faculty and is compensated for such employment. Compensation could take any form and includes, but is not limited to, funds (including work/study), course credit, or experience (*i.e.*, internships).

“Intellectual Property” means a collective term identifying Works, materials, Trademarks, service marks, inventions, and/or Patentable Inventions that may be subject to protection under United States Copyright, Trademark, and/or Patent laws.

“Patent” means the exclusive rights granted by the United States government to an inventor to manufacture, use, or sell an invention for a certain number of years.

“Patentable Invention” means a new, non-obvious, and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof, ornamental designs, and new varieties of asexually produced plants that may be subject to protection under Patent law.

“Scholarship Materials” means Works created by Faculty, Non-Faculty Employees, or Students that are the result of scholarship or research created in connection with their employment by or enrollment in the Colleges. Scholarship Materials typically includes, but is not limited to, research articles, scholarly publications, journal articles, creative books, textbooks, theses, dissertations, blog posts, plays, stories, poems, musical works, choreography works, films, paintings, sculptures, and other works of art. Scholarship Materials expressly includes Works created by Students through curricular, co-curricular, and extra-curricular activities and expressly excludes Administrative Materials and Teaching Materials.

“Teaching Materials” means Works created by Faculty, Non-Faculty Employees, or Students that are generated for the purpose of formal or informal teaching. Teaching Materials typically include, but are not limited to, lectures, lecture notes, lecture slides, educational articles, activities, assignments, laboratory protocols, tests and their answer keys and other materials used to assess student learning within the context of a course.

“Student” means any individual enrolled in a class or classes at the Colleges.

“**Trademark**” means a word, phrase, symbol, or design or a combination thereof that identifies and distinguishes the source of goods or services of one party from those of others, regardless of whether it is registered with the United States Patent and Trademark Office.

“**Works**” means original works of authorship, including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, audiovisual, artistic, and other creative works, fixed in a tangible medium of expression, subject to Copyright laws.

IV. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

A. COPYRIGHT

The Faculty, Non-Faculty Employee, or Student who created Scholarship Materials and Teaching Materials owns the Copyright in such Works.

In support of the Colleges’ educational mission and to enable the Colleges to complete educational courses in the event that Faculty or Non-Faculty Employees are unable to do so, the Faculty and Non-Faculty Employees hereby grant the Colleges, Faculty, and Non-Faculty Employees a non-exclusive, perpetual, irrevocable, royalty-free license to use, display, copy, distribute, and create derivative works of Teaching Materials to the extent necessary to complete an in-process or unfinished course. This exception applies in the limited circumstance where Faculty or Non-Faculty Employees become unable or unwilling for any reason (*e.g.*, death, illness, incapacity, termination/separation, etc.) to complete a course. This license expires when the course is complete.

Faculty, Non-Faculty Employees, and Students hereby grant to the Colleges, Faculty, and Non-Faculty Employees a non-exclusive, perpetual, irrevocable, royalty-free license to use, display, copy, distribute, and create derivative works of Scholarship Materials for the limited purposes of advertising, marketing, and promoting the Colleges, and the assessment of faculty scholarship at the time of review.

Faculty, Non-Faculty Employees, and Students hereby grant to the Colleges, Faculty, and Non-Faculty Employees a non-exclusive, perpetual, irrevocable, royalty-free license to use, display, copy, distribute, and create derivative works of Teaching Materials for the limited purpose of assessment of teaching and learning.

In certain classes, Students utilize, build on, and create derivatives of Works created by Students in prior classes. As a requirement of the Student’s participation in such classes, each Student will be required to assign all rights, including Copyrights, in Works created in such classes to the Colleges, which will enable the Works to be used freely by Students in future classes. Attached as Appendix A is a sample Copyright Assignment. In addition, the Student creator will need to sign a FERPA Release to receive attribution credit for such Work. See Section IX of this Policy for more information about the FERPA Release.

To the extent that Students acquire Copyrights in Works created when Students assist Faculty with a faculty-driven or faculty-led scholarship project, the Students hereby assign the Copyright to such Works to the Faculty on the project.

The Colleges own the Copyright in Administrative Materials created by Faculty, Non-Faculty Employees, and Students. Should a Faculty, Non-Faculty Employee, or Student wish to use materials obtained from an open source or creative commons program to create Administrative Materials, the person engaging in such activity must obtain the approval of their immediate supervisor, who is responsible for determining whether the activity complies with the license and/or terms governing such Works. Should a Faculty, Non-Faculty Employee, or Student wish to distribute those Works under an open source or creative commons program, the Faculty, Non-Faculty Employee or Student should seek approval of their immediate supervisor. The rights created by such activity shall be governed initially by the license and terms regarding use of the Works and secondarily by terms of this Policy.

Should a Faculty, Non-Faculty Employee, or Student wish to use materials obtained from an open source or creative commons program to create Scholarship or Teaching Materials, the person engaging in such activity is responsible for determining whether the activity complies with the license and/or terms governing those Works. The rights created by such activity shall be governed initially by the license and terms regarding use of the Works and secondarily by the terms of this Policy.

The Colleges hereby grant the Faculty, Non-Faculty Employees, and Students a non-exclusive, perpetual, irrevocable, royalty-free license to use, display, copy, and distribute Administrative Materials that the person created in a non-commercial manner for the limited purpose of including such Works in a personal portfolio or future scholarly activity. This license does not include Works that are institutionally sensitive and have been labeled “Not for Distribution.”

From time to time, the Colleges, Faculty, Non-Faculty Employees, and/or Students may enter into written agreements regarding the creation and ownership of specific Works, which may or may not involve third parties. The ownership of Works created pursuant to a specific written agreement shall be determined in accordance with such agreement. No third-party agreement regarding the creation and/or ownership of specific Works shall be effective without advance written approval by the Colleges’ Director of Sponsored Programs or the Provost.

B. PATENTABLE INVENTIONS

Patentable Inventions shall be the property of the Colleges so long as the Patentable Inventions were conceived, developed, created, or reduced to practice (“Invented”) within the context of or in connection with the Faculty’s or Non-Faculty Employee’s employment or the Student’s educational activities at the Colleges. For all such Patentable Inventions, the Faculty, Non-Faculty Employee, and/or Student hereby assigns the rights to such Patentable Inventions to the Colleges.

Generally, use of the Colleges’ facilities and resources is reserved for activities related to the educational and operational needs, and official business of the Colleges. Should Faculty desire to use the Colleges’ facilities and/or resources to develop a potentially Patentable Invention that is not related to the Faculty’s employment with the Colleges, the Faculty should request permission from and negotiate the terms of ownership of resulting Intellectual Property with the Provost. Should a Non-Faculty Employee desire to use the Colleges’ facilities and/or resources to develop a potentially Patentable Invention that is not related to the Non-Faculty Employee’s employment with the Colleges, the Non-Faculty Employee should request permission from and negotiate the

terms of ownership of resulting Intellectual Property with the Non-Faculty Employee's immediate supervisor, who will seek approval of this agreement from the Provost.

Ownership of Patentable Inventions created in connection with a project or research funded in part or entirely by a third party shall be determined in accordance with the terms of the contract governing the project or research. No third-party agreement to fund any portion of a project or research or to allocate the ownership of Patentable Inventions shall be effective unless negotiated and executed by the Director of Sponsored Programs or the Provost.

All Patentable Inventions shall be disclosed in accordance with the Disclosure Obligations (See Section VI, below).

The Colleges, at their sole discretion and at their cost, may apply to patent Patentable Inventions. If the Colleges monetize a Patentable Invention, distribution of funds collected through such monetization will occur in the following order: (1) to the Colleges as reimbursement for administrative and legal expenses incurred in connection with the Patentable Invention; and (2) of the remaining funds, 50% will be distributed to the inventor or inventors and 50% will be distributed to the Colleges to be used for education, faculty development, or research.

C. TRADEMARKS

(1) TRADEMARKS OWNED BY THE COLLEGES

The Colleges own their Trademarks and may register such Trademarks at their discretion and at their cost.

Faculty, Non-Faculty Employees, and Students may use the Colleges' name and Trademarks to refer to the Colleges when identifying their employer or school during or after their term of employment or enrollment and to reference Works connected with their employment or enrollment. All Trademark rights derived from such uses shall belong to the Colleges and the Colleges retain all ownership rights in and to its name and Trademarks. Use of the Colleges' name or Trademarks on Works created and/or owned by others shall not impact or change the ownership of the Copyright in the Works. The Colleges' name, and Trademarks shall not be used by individuals, groups, or entities in a manner that falsely implies the Colleges' endorsement or sponsorship of, association with, or responsibility for particular activities, products, or publications that are not associated with the Colleges without the express written permission of the Colleges' Director of Marketing and Communications.

(2) TRADEMARKS OWNED BY FACULTY, NON-FACULTY EMPLOYEES, OR STUDENTS OF THE COLLEGES

Any Trademark rights obtained by Faculty, Non-Faculty Employees, or Students by the sale of goods or services under a mark in connection with an activity not associated with the Colleges, shall be owned by the Faculty, Non-Faculty Employee, or Student responsible for the creation of such Trademark rights.

The Colleges are granted a non-exclusive, perpetual, irrevocable, royalty-free license for Trademarks created by the Faculty, Non-Faculty Employees, or Students to use such Trademarks in connection with an activity associated with the Colleges for the limited purpose of promoting,

advertising, and publicizing achievement in the Colleges' promotional and marketing materials, in any form, including, but not limited to, brochures, pamphlets, and online materials.

V. REGISTRATION, MAINTENANCE, AND ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS

Registration, maintenance, and enforcement obligations for Intellectual Property shall be the responsibility of the owner of the Intellectual Property; the owner will determine, solely, whether to register the Intellectual Property or to enforce the Intellectual Property rights against others, and, solely, will bear the cost of such actions. For example, the Colleges, as the owner of Patentable Inventions will determine, in their sole discretion, whether to file a Patent for such invention and will bear the cost of doing so. As another example, the Faculty, Non-Faculty Employee, or Student who owns Copyrights in Works shall determine, solely, whether to register such Works with the United States Copyright Office and shall, solely, bear the cost of such actions.

VI. DISCLOSURE OF PATENTABLE INVENTIONS TO THE COLLEGES

Each Faculty, Non-Faculty Employee, or Student who Invented or is working on a potentially Patentable Invention within the context of or in connection with that person's employment or educational activities at the Colleges must disclose the potentially Patentable Invention as soon as possible, but not later than thirty (30) days, after the idea was conceived and some action was taken to develop, create, reduce to practice, document, or create a prototype of the invention. The United States Patent Office awards patent rights on a first-to-file basis, which means that delays in disclosure and consequent delays in filing can cause a loss of rights. Therefore, it is recommended that inventors disclose their potentially Patentable Inventions as soon as possible after the idea is conceived.

Disclosure of potentially Patentable Inventions shall be accomplished by completing the Invention Disclosure Notice (the "ID Notice") (Appendix B) and sending it via email and separate paper copy to the Director of Sponsored Programs. Premature or inappropriate public disclosure of Patentable Inventions can have serious consequences and may undermine the rights in the Patentable Inventions, therefore, Faculty, Non-Faculty Employees, or Students creating potentially Patentable Inventions shall submit the ID Notice at least thirty (30) days prior to any public disclosure of the invention and not publicly disclose the invention without the prior written consent of the Colleges.

The Colleges will respond to the ID Notice within sixty (60) days of receipt regarding whether they will exercise their ownership rights to the invention. If the Colleges do not respond within sixty (60) days, the inventor shall send a notice ("Two-Week Notice") to the Director of Sponsored Programs stating that the inventor has not yet received a response to the ID Notice, more than sixty (60) days have passed since the ID Notice was sent, and that the Colleges have fourteen (14) days from receipt of the Two-Week Notice to respond to the ID Notice. If the Colleges do not respond to the ID Notice within fourteen (14) days of receipt of the Two-Week Notice, the Colleges will have waived their ownership rights to the Patentable Invention, the inventor is free to seek Patent protection, and the inventor will grant the Colleges a non-exclusive, perpetual, irrevocable, royalty-free license to use the Patentable Invention. If the Colleges exercise their ownership rights to the Patentable Invention, but take no action to apply to Patent or commercialize or monetize the Patentable Invention within one year from the date they received the ID Notice, the Colleges will assign all rights to the Patentable Invention disclosed in the ID

Notice to the inventor and the inventor will grant the Colleges a non-exclusive, perpetual, irrevocable, royalty-free license to use the Patentable Invention.

During the time that the Colleges are evaluating the ID Notice and determining whether to exercise their ownership rights to the Patentable Invention, the Colleges will treat the ID Notice and all supporting documents and information as confidential and not disclose them unless necessary or advisable to implement the terms of this Policy or evaluate whether to apply to Patent or commercialize or monetize the Patentable Invention. After the Colleges have either exercised their ownership rights or waived them (as discussed above), the Colleges have no further non-disclosure obligations regarding the Patentable Invention.

VII. ADMINISTRATION, PROCEDURE, AND DISPUTE RESOLUTION

The Director of Sponsored Programs administers, implements, and makes initial interpretations of this Policy. These duties include, but are not limited to: developing processes and guidelines necessary to implement the Policy; receiving and distributing notices under the Policy; and assisting Faculty, Non-Faculty Employees, and Students in understanding and complying with the Policy.

The Office of Finance under the direction of the Vice President of Finance will account for and distribute revenue under the Patent rules.

The Office of the Provost will maintain records regarding Intellectual Property rights and negotiate and advocate on behalf of the Colleges to resolve disputes under the Policy.

The Intellectual Property Advisory Committee (“IPAC”) shall be ad hoc, not a standing committee, and composed of ten members: Director of Sponsored Programs; the Provost or designee; the VP of Finance or designee; the Chief Information Officer or designee; the Librarian or designee; and the five members of the Committee on the Faculty. IPAC shall hear and advise as to questions, concerns, and issues regarding the Policy, application of the Policy, ownership of Intellectual Property rights under the Policy, and Intellectual Property ownership not specifically addressed in the Policy. IPAC will also recommend Policy amendments.

In the event of a question, concern, or issue regarding the Policy or application of any Policy provision, the Faculty, Non-Faculty Employee, or Student will first request interpretation and guidance from the Director of Sponsored Programs. If the Faculty, Non-Faculty Employee, or Student is not satisfied with the interpretation or guidance provided by the Director of Sponsored Programs, the Faculty, Non-Faculty Employee, or Student will submit to the Director of Sponsored Programs and the Provost a written statement of that person’s position on the issue (the “Position Statement”). Within ten (10) days of receipt of the Position Statement, the Provost or the Provost’s designee will submit to the Faculty, Non-Faculty Employee, or Student and the Director of Sponsored Programs a written response to the Position Statement (“Response Statement”). The Faculty, Non-Faculty Employee, or Student and the Provost or the Provost’s designee will then engage in good faith negotiation to resolve the issue.

If after the exchange of the Position and Response Statements and good faith negotiation to resolve the issue, the Faculty, Non-Faculty Employee, or Student believes that the position of the Provost or the Provost’s designee demonstrates either a failure to follow the Policy or a failure to accurately determine Intellectual Property ownership under the Policy, the Faculty, Non-Faculty Employee, or Student shall submit the Position and Response Statements to IPAC for

consideration. IPAC shall consider the Position and Response Statements and may hold a testimonial hearing or request other documentation from the parties. If a hearing is held, the hearing shall be informal, but all parties shall have adequate notice and the opportunity to be heard. IPAC shall prepare a written recommendation with findings of fact and submit it to the President. The President shall issue a final determination of the issue, which shall be final and binding.

All Disclosures of Patentable Inventions (the ID Notice and the Two-Week Notice are collectively referred to as the “Patent Disclosure Notice(s)”) shall be sent to the Director of Sponsored Programs. Upon receipt of a Patent Disclosure Notice, the Director of Sponsored Programs will convene a meeting of the Patent Committee, which will be comprised of the Director of Sponsored Programs or designee, the Provost or designee and the Vice President of Finance or designee. The Patent Committee will deliberate and determine whether the Colleges will assert ownership rights in potentially Patentable Invention. The Director of Sponsored Programs will prepare and send the Patent Committee’s findings and decision to the Faculty, Non-Faculty Employee, or Student who submitted the Patent Disclosure Notice.

VIII. GENERAL PROVISIONS

- In the event that a person acts in different capacities in relation to the Colleges (Faculty, Non-Faculty Employee, and/or Student), the Policy terms governing Intellectual Property created by such person shall be the terms that apply to the specific capacity in which the person was acting when the Intellectual Property was created.
- Nothing in this Policy prevents Faculty, Non-Faculty Employees, Students, and/or the Colleges from negotiating and entering into a separate agreement regarding the terms governing or ownership of Intellectual Property.
- All persons subject to this Policy shall execute appropriate documentation, including written assignment and license agreements, as necessary and advisable to fulfill the terms of this Policy.

IX. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Subject to certain exceptions, FERPA prohibits the Colleges from disclosing personally identifiable information (“PII”) from a Student’s education records without obtaining the Student’s written consent. Under FERPA, education records are materials directly related to a Student created as part of coursework and maintained by the Colleges. Education records can include written papers, works of art, photographs, and similar items.

Under the Policy, the Colleges can use certain Student-created Works for various purposes, such as marketing, advertising, and promotion of the Colleges, as the foundation of assignments in future classes, as contributions to Faculty research and scholarship, and/or Intellectual Property subject to third-party agreements. In these situations, the Student creator or contributor must sign a FERPA release to enable the Colleges to attribute the work to the Student. (See Appendix C) If, for any reason or no reason, the Student does not wish to receive attribution credit for the material, the Student can decline to sign a FERPA release and the work will be used without attribution.

Approved by:



Titilayo Ufomata, Ph.D.
Provost and Dean of Faculty

Date: June 10, 2016

Appendix A

COPYRIGHT ASSIGNMENT

In certain classes, Students utilize, build on, and create derivatives of works created by Students in prior classes. Under the Intellectual Property Policy (the “Policy”) of Hobart and William Smith Colleges (the “Colleges”), Students participating in such classes are required to assign all rights, including Copyrights, in works created in such classes to the Colleges, which will enable the works to be used freely by Students in future classes. The Colleges grant back to the Student creator a license to use the work for the limited purpose of including such works in the Student’s personal portfolio. The Student creator must sign a FERPA release to receive attribution credit for such work (separate document). Accordingly, below is the required Student Copyright Assignment and License Back.

I, the undersigned Student, created or contributed to the following works and therefore own certain rights, title, and interest, including copyrights, in such works: _____

(the “Works”). I hereby assign to the Colleges all right, title, and interest in and to the Works, including copyrights, together with the right to recover for damages and profits and all other remedies for infringements thereof; it being my intent to transfer my entire interest in the Work and any portion of the Work to the Colleges with no reservations whatsoever, so that College’s rights in the Works and the items that comprise the Works, will be as full and complete as if the Colleges had created such Works. I further waive any moral rights in or associated with the Works.

The Colleges hereby license the Student creator to reproduce, distribute copies of, display publicly, and create derivatives of the Works and reproduce, distribute copies of, and display publicly the derivative works for the limited purpose of including the Works in the Student creator’s personal portfolio.

STUDENT

HOBART AND WILLIAM SMITH COLLEGES

Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Student ID: _____

Position: _____

Appendix B
INVENTION DISCLOSURE NOTICE
CONFIDENTIAL

Use this form to disclose potentially Patentable Inventions pursuant to Section VI of the Intellectual Property Policy. This form should be fully completed, with attachments, and sent to:

_____ via email at _____@hws.edu

_____ via hand delivery of a paper copy at _____ [Office Address]

1. **Inventors** - For each Inventor¹, provide the contact information and describe of each person's contribution (attach additional sheets if necessary):

Name:	
Position/Title:	
College:	
Department:	
Phone (Home):	
Phone (Work):	
Address (Home):	
Address (Work):	
Email Address:	
Contribution to the Invention:	

Name:	
Position/Title:	
College:	
Department:	
Phone (Home):	
Phone (Work):	
Address (Home):	
Address (Work):	
Email Address:	
Contribution to the Invention:	

¹ An Inventor contributed intellectually to the conception of the Invention.

Name:	
Position/Title:	
College:	
Department:	
Phone (Home):	
Phone (Work):	
Address (Home):	
Address (Work):	
Email Address:	
Contribution to the Invention:	

2. Title of Invention:

3. Description of Invention - Provide a technical explanation of the invention, the principles involved, and the method of operation. Attach any necessary drawings or images:

4. Explanation of the Commercial Application or Competitive Advantage of the Invention - Include potential commercial companies and industries that could benefit from the invention:

5. Novelty/Usefulness - Describe the existing and related technology, each way in which this invention is different from and an improvement to existing technology, and why this solution would not be obvious to others in the field:

6. Date of Conception, Descriptions, and Prototype/Reduced to Practice:

Date on which Invention was conceived ² :	
Describe how the Invention was conceived:	
Describe and attach all written materials regarding the Invention:	
Date reduced to practice by a writing or prototype:	
Date Invention was sold:	
Describe any sale:	

² Conception means formulation of the idea of the Invention in the Inventor's mind.

7. Disclosure - Identify and describe all disclosures of the Invention and planned future disclosures, including planned sales of the Invention. If past disclosures were in writing, attach the writings. Also attach governing Non-Disclosure Agreements.

Date of Disclosure:	Method of disclosure:	To whom disclosure made:	Non-Disclosure Agreement?

8. Further Research - Describe further planned research:

9. Third-Party Sponsorships - Identify third-party sponsors of the project and attach existing governing agreements:

Name/Entity:	Contribution:	Does an agreement exist?

10. Inventor Signatures:

Signature:		Signature:	
Name:		Name:	
Position:		Position:	
Date:		Date:	

Signature:	
Name:	
Position:	
Date:	

Appendix C
FERPA RELEASE

The Family Educational Rights and Privacy Act (FERPA) establishes certain privacy rights related to student education records, including a right to decline to receive attribution credit for Works that the Colleges are authorized to use under the Intellectual Property Policy for the following purposes: advertising, marketing, and promoting the Colleges; assessment of teaching and learning; and teaching in subsequent classes. Without the Student's consent, the Colleges may not attribute the Student's Works to the Student. Should the Student wish to have the Student's Works attributed to the Student, please complete the following FERPA Release. Alternatively, should the Student want the Colleges not to attribute the Student's Works to the Student in the future, please decline the FERPA Release.

Authorization for Release of Education Records to Third Party

- I, the undersigned Student, authorize the Colleges under FERPA to release Works for the purposes of advertising, marketing, and promoting the Colleges, assessment of teaching and learning, and teaching in subsequent classes and I authorize the Colleges in their use of the Works to attribute such works to me as the creator of all or a portion of the Works.

- I, the undersigned Student, decline to authorize the Colleges under FERPA to attribute the Works to me as the creator of all or a portion of the Works.

- This authorization expires on _____.

- This authorization does not expire.

My signature below acknowledges my release of the above Works.

Printed Name: _____ Date: _____

Signature: _____ Student ID: _____