

# **Invention & Patents**

The President and the Corporation of Simmons College have formulated the policies hereinafter set forth so that members of the Faculty and staff and other employees and students may know what rights they have with respect to their inventions and what rights belong to the College. The objective of these policies is to treat rights in inventions in a manner which is fair, equitable and reasonable. The President has appointed a committee to which he has delegated responsibility for the administration of the policies set forth below. The Committee, called the Simmons College Fund for Research Committee, is responsible for administering the policies set forth in this document as well as the Simmons College Fund for Research, The Ann Coghlan Fund for Student Research and the Faculty Development Fund. Composed of five Faculty members, of which at least two are undergraduate and two are graduate faculty appointed by the President, each member serves a 5-year term, with one member serving his/her final year as chair. The committee is representative of the various disciplines within the college. The Director of Sponsored Programs is an ex-officio member and the Grant and Contract Administrator serves as the administrative assistant to the committee.

The policies of the College on inventions and patents apply to all members of the Faculty and staff of the College. The policies also apply to students who perform work on a contract which the College or a member of its Faculty or staff or other employee has with a governmental agency or with a non governmental sponsor. It does not otherwise apply to students.

## **Invention and Patent Policies**

1. Inventions conceived or reduced to practice by a member of the Faculty or staff, by any other employee or by a student, and which are associated with the normal duties of the inventor or are in the field of endeavor in which the inventor functions in the College, involving more than incidental use of Simmons College Resources, or which in the case of a student are conceived or reduced to practice in the course of performance of a contract which the College or a member of its Faculty or staff or other employee has with a governmental agency or with a non-governmental sponsor, shall be governed by this policy.

Any member of the Faculty or staff, or any student of the College who conceives such an invention and involves more than incidental use of Simmons College resources (See definition below), shall promptly disclose the invention to the Simmons College Fund for Research Committee and shall also disclose the circumstances under which the invention was conceived.

"More than incidental use of Simmons College resources" would include:

- a. the use of specialized, research related facilities, equipment or supplies, provided by Simmons for academic purposes
- b. significant use of "on-the-job" time.

The occasional and infrequent use of the following would typically not constitute "more than the incidental use of Simmons College resources:"

- a. routinely available, office-type equipment, including desktop computers and commercially-available software

b. reference materials or other resources collected on the Simmons campus, and which are generally available in non-Simmons locations.

The invention, including all patent rights thereon, shall be assigned to the College, unless the Committee decides that the invention shall not be accepted by the College, in which event the inventor or inventors shall retain all rights related to the invention. A decision regarding the College's interest in the invention shall be rendered within 180 days of the invention disclosure. The College reserves the right to protect all inventions accepted by it, by preparing and filing patent applications or otherwise. The College shall own all rights, title and interest in all inventions accepted by it, including all patent rights thereon, and reserves the right to direct the assignment thereof to others. The College shall be free to make whatever arrangements it desires for the exploitation of inventions accepted by it. The consent of the inventor or inventors shall not be required in order for the College to make such arrangements or to take any other action with respect to such inventions, and such arrangements and action shall be binding on the inventor or inventors. The inventor or inventors shall not be required to pay any expenses incurred in connection with the exploitation of any invention accepted by the College. All net proceeds resulting from the exploitation of such an invention and received by the College shall, after subtraction of the expenses of the exploitation, be divided equally between the College and the inventor or inventors of the invention. In the event that there is more than one inventor, one-half of such proceeds shall go to the College. The other half shall be divided equally among the inventors, or divided in such other manner as the inventors may agree. In lieu of such agreement by more than one inventor, the proceeds will be equally divided. The inventor or inventors will be required to cooperate in the prosecution of patent applications and other action related to the inventions accepted by the College and otherwise in the exploitation of such inventions. The College shall have complete discretion, at any time, to reassign an invention to the inventor or inventors thereof. Any such reassignment shall include the patent rights, if any, obtained on such invention and all rights to proceeds from and after the date of the reassignment. The College shall have no obligation to exploit, or assist in the exploitation of, any invention, which the College decides not to accept, or which it has reassigned to the inventor or inventors.

2. Inventions conceived or reduced to practice in the course of performance of a contract with a governmental agency or with a non-governmental sponsor.

Such inventions will be governed by the terms of such contracts. Inventions within the scope or in the field of research of government or other sponsor contracts may also be governed by the terms of such contracts. Different governmental agencies and different sponsors have varying regulations and requirements. Some contracts require that the governmental agency or their sponsor retain complete title to all inventions and patents thereon, conceived or reduced to practice during the performance of the contract. Other contracts provide that only a royalty-free license will be required. Obviously, the College and its personnel must comply fully with the terms of such contracts