



INTELLECTUAL PROEPRTY AND COMMERCIALIZATION POLICY

Definitions

Patent: A type of intellectual property that gives its owner the legal right to the benefits of an invention or improvement granted by the U.S. Patent Office, for a specific period of time, on the basis that it is novel, “non-obvious” and useful.

Copyright: The exclusive right of the author or creator of a literary or artistic property to print, copy, sell, license, distribute, transform to another medium, and to authorize others to do the same.

Trademark: A word, name, symbol or design that helps consumers identify and distinguish the source of a product from the products of others.

Trade Secrets: A formula, pattern device, method, know how or compilation of information that derives independent economic value from not being known by others, and is the subject of efforts by the owner to maintain its secrecy.

Intellectual Property: For the purposes of this Policy, inventions, patents, copyrights, trademarks and trade secrets are referred to as “Intellectual Property”.

Inventions and Patents

Under Connecticut State law, Central Connecticut State University (collectively hereinafter, “Central”) owns all inventions created by their employees which were created in the course of their employment with the University and/or were created with Central resources or funds administered by Central. Employees are required to notify and engage Central if they desire to apply for a patent for any such invention.

Copyrights

Central does not claim ownership of employees’ product of authorship, unless a contract to the contrary modifies this general rule. If a contract grants ownership



of the copyrighted work to an industry sponsor or other outside entity, an employee maybe required to acknowledge the grant of ownership as a condition of working on such contract. If a contract grants ownership of the copyrighted work to the University, the work will be considered a “Central Copyright” in addition, the AAUP Collective Bargaining Agreement and other relevant collective bargaining agreements may contain provisions that allocate copyright ownership and other rights between faculty, staff and the University.

Trademarks

Central owns all rights, title and interest in all trademarks, service marks, trade names and other brand designations that relate to Central Intellectual Property or to any university related program of education, service, public relations, research or training. Central’s trademarks may be used only with the express written permission of the University.

Trade Secrets

Central maintains a number of trade secrets, including but not limited to, unpublished grant proposals, invention disclosures and scientific data for which the University has not applied for patent protection. The University will sometimes agree, in writing, to maintain and/or share trade secrets with industry partners.

1. Commercialization of Intellectual Property

Students

Generally, students own the intellectual property that they invent, create and develop, including work created for a class. However, if the intellectual property is the result of the student working on a university grant, or other sponsored research; working for the University as an employee; or working under a contract that stipulates otherwise, Central will own the intellectual property. In these instances, students must adhere to the guidelines for Employees outlined below.



Employees

Faculty, staff, applicable students and employees must disclose potentially patentable inventions to their Dean or the Provost as soon as they reasonably become aware their product may qualify for a patent. Upon request, they shall promptly execute documents necessary for invention evaluation, patent prosecution or patent protection.

Central CT State University

After initial review, Central will provide periodic updates to the inventor regarding interest in pursuing the patent. Central is party to an Intellectual Property Management Agreement with the University of Connecticut and subject to that Agreement, Central will engage the inventor and UConn in discussions regarding the various commercialization services and options.

Industry Partnerships

Central is committed to developing industry collaborations and supporting research and development. Faculty members cultivating relationships with industry partners shall contact Central's University Counsel to discuss various licensing and ownership models to best serve all parties.

2. Income Derived from Intellectual Property

Inventions/Patents

Pursuant to Connecticut General Statute sec 10a-110c, the net revenue derived from licensing or income from the assignment or sale of Central inventions will be shared with employee inventors. Net revenue is defined as the gross proceeds derived from assigning or licensing the Central invention, less costs and expenses reasonably allocated to the Central Invention. Distribution of net revenue is approved as follows: 35% to the University, 20% to the inventor; 15% to the Inventor's Department; 15% to the School of the Inventor/Dean's Office; 15% to Office of the Vice President of Academic Affairs/Provost. When applicable, proceeds will be shared pursuant to our Intellectual Property Management Agreement with UConn. If a faculty/staff member or student is an inventor and



leaves Central, they will remain entitled to the inventor's share of the revenue. In some cases, Central may make distributions using different allocations, and may enter into mutually agreed distributions that differ from the above formula. Employees who collaborate on inventions shall consider the above distribution model and, absent a duly executed written agreement otherwise, Central will disburse the revenue to the employees and their respective departments equally among collaborators.

Copyrights

Net revenue derived from licensing of Central Copyrights is property of the university and distribution of such revenue will be determined on a case-by-case basis.

Trademarks

Net revenue derived from licensing of Central Trademarks is property of the University and distribution of such revenue will be determined on a case-by-case basis.

3. Licensing and Organization Formation, Ethical Considerations and Regulations

Connecticut General Statutes secs. 1-84(b) and 1-86 prohibit state employees from accepting other employment which will impair their independence of judgment as to their official duties as well requires reporting of potential conflicts of interest.

Licensing and Organization Formation

In cases where an employee inventor may wish to form a new organization ("NewOrg") based on the Central invention, Central requires the following conditions be satisfied before granting a license to the NewOrg:

- a. The employee may not take on an operational role in the NewOrg that interferes with their duties as a state employee.



- b. The employee must develop a business and fundraising plan for the NewOrg.
- c. The NewOrg will provide consideration to the university for the granting license. Some examples may be: a reasonable equity stake, royalty and/or assuming costs of intellectual property protection.
- d. Income earned by Central under this section is governed by Section 2 above.

Licensing Back

If Central does not believe that it can successfully commercialize a Central invention, and if the employee is not interested in founding a NewOrg, Central, will offer the inventor a license of the Central Invention. In addition, the inventor may request a license back from [who] at any time. Central is not required to grant a license back but will respond to any request within a reasonable period of time. If Central elects to license back the Central invention to the inventor, the inventor, as licensee, will assume obligations related to patent expenses and commercialization and will agree to pay a portion of the gross revenue that the inventor receives through his or her commercialization efforts. In addition, the inventor will not be entitled to the net revenue payments described in Section 2 of this policy.

Ethical Obligations

In cases where an employee inventor wants to collaborate with a NewOrg or any employee affiliated company (collectively hereinafter, "EAC") the following regulations must be met:

- a. The employee may collaborate or subcontract with a EAC, only if an appropriate agreement is negotiated with Central's Manager of Contract Compliance and Procurement Services. The contract must contain a scope of work and clearly define responsibilities between the EAC and the employee.



- b. The employee may not represent Central in any negotiation or decision involving the EAC.
- c. The employee individually, and the EAC, must maintain practices that ensure that Central material, data and Intellectual property that are not licensed to the EAC are separated from and not used inappropriately by the EAC.
- d. The employee may not use space in an academic lab, or other Central or state resources, including Central's purchasing authority, for the benefit of the EAC, unless (a) prior written approval has been granted by the appropriate department head or dean, and (b) a written agreement is in place with Central authorizing such use and agreeing to reimburse Central for such use.
- e. The employee must fully comply with all relevant Human Resources policies and regulations from the Office of State Ethics regarding conflicts of interest.
- f. EAC may not compete with Central for grants that could appropriately be conducted in the employee's department.
- g. An employee associated with a EAC may not unduly influence a student to accept employment. An employee must obtain written approval from the department chair or dean prior to employing a student at a EAC, and the student may seek recourse through the Provost to address any grievances that may arise during the term of employment.
- h. Any student who is offered a position to work at a EAC must receive a written offer of employment with a specific scope of work or job description, the rate of compensation and the expected hours of work. The student should receive a fair market value of pay.

4. Agreements with Third Parties

University employees are encouraged to consult and collaborate with industry but must comply with all the policies and procedures related to Dual Employment.



These policies and procedures apply even if the employee is consulting for a NewOrg or any EAC.

- a. Employees are required to ensure that the intellectual property provisions of any consulting agreements with industry do not conflict with the employee's obligations to the University.
- b. Non-public information related to Central intellectual property should not be disclosed to outside parties unless there is a fully executed Non-Disclosure Agreement in place, negotiated by Contract and Compliance Services and approved by University Counsel.
- c. Tangible property, including but not limited to software, devices, designs, models, cell lines, plans, seeds, antibodies, compounds and formulations that are Central property may not be transferred outside of the University unless there is a fully executed Material Transfer Agreement in place, negotiated by Contract and Compliance Services and approved by University Counsel.
- d. Inventors should be advised that publication of research data and findings can jeopardize intellectual property rights for Central and the employee. When Central enters into a third-party agreement, it will retain the right to publish all research results generated by employees and students. Central may agree to delay the publication of research results that arise from a third-party agreement for a reasonable period of time to allow the third party to review the publication in order to determine if any confidential information should be removed or if a patent application should be filed.
- e. Central has affiliation agreements with other organizations and these agreements may grant Central additional intellectual property rights. For example, if a student is receiving a stipend from Central through an affiliate organization, Central will assert ownership of intellectual property created by the student, per section 1 of this policy.
- f. In those instances, in which Central has an ownership interest in software, employees and/or third parties may request that Central distribute or otherwise make available software pursuant to an open-source license. The



employee must consult with Contract and Compliance Services and University Counsel for approval in such cases.

- g. Third-Party Agreements, Intellectual Property Licenses, Non-Disclosure Agreements, Material Transfer Agreements and other related agreements that obligate Central may only be signed by an authorized Central Signatory. A list of authorized signatories can be found [HERE](#). Deans and Department Chairs are not authorized to sign agreements covered by this policy.

*Approved February 27, 2024 by:
Central CT State University Executive Committee Members*