

WPI Intellectual Property Policy

Preamble

Worcester Polytechnic Institute exists to foster education and research and to promote the dissemination of knowledge. As an institution of higher education, it enjoys the public's trust, and, in turn, performs a valued educational service, part of which is to make advancements in knowledge and to contribute to the public good. In this endeavor, faculty play a central role by virtue of their contributions to teaching, research, and public service.

Opportunities to extend the boundaries of knowledge are at the very core of Worcester Polytechnic Institute's educational process. However, it is also recognized that an educational institution's primary purpose is not to produce inventions. Faculty at WPI are hired to teach, to do research, and to perform service, rather than to produce inventions, and their compensation is not set at a level to match that of professionals hired to invent.

While the role of the faculty can be significant in the development of intellectual property, others such as students, research personnel, staff, and visitors are also able to conceive and develop intellectual property. The payment of tuition should allow a student reasonable use of institute facilities. Inventions resulting from student efforts involving such use should rightfully belong to the student(s). WPI encourages intellectual curiosity on the part of faculty, students, and staff, and rewards the creation of intellectual property.

When intellectual property is created, it is important that its disclosure be made in a timely manner in order to protect its commercial value and to permit its being made public. To protect intellectual property rights, it is important that inventors be aware of the legal requirements for protecting those rights. The purpose of this document is to set forth WPI's general policies on intellectual property such as inventions, copyrights, trade and service marks, mask works, tangible research, and trade secrets.

Intellectual Property Policy

For the purpose of applying these rules, all persons performing research or scholarship at WPI, utilizing resources or facilities at WPI, or deriving funds through WPI are subject to the rules applying either to faculty and staff, or to the rules applying to students. Students who receive compensation from WPI because they are students or because they perform teaching duties (e.g., Teaching Assistants, graders) fall under the student rules. Students who receive compensation from WPI because they are research assistants fall under the faculty/staff rules.

I. Ownership of Inventions

A. Faculty/staff rules

1. For an invention made by faculty or staff, on their own time, with their own facilities and resources, and in research/projects not within the stated objectives of their current sponsored research, PLAN projects, or thesis or dissertation research, the invention is owned by the inventor(s). Royalties for such inventions are covered by Rule III.
2. For an invention made by faculty or staff while working on a sponsored project (research or educational), including off-campus PLAN projects, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule I.
3. For an invention made by faculty or staff while in the role of a student, as a part of any project or sufficiency report, thesis, dissertation, coursework, directed study, directed research, or examination, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule I.

In cases not specifically covered by the above three rules,

4. For an invention made by faculty or staff without significant use of WPI resources, the invention is owned by the inventor(s). Royalties for such inventions are covered by Rule III.

5. For an invention made by faculty or staff with significant use of WPI resources, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule I.

B. Student Rules

1. For an invention made by students, on their own time, with their own facilities and resources, and in research/projects not within the stated objectives of their current sponsored research, PLAN projects, or thesis or dissertation research, the invention is owned by the inventor(s). Royalties for such inventions are covered by Rule III.

2. For an invention made by students while employed on a sponsored project (research or educational), including off-campus PLAN projects, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule I.

3. For an invention made by a student as a part of any project or sufficiency report, thesis, dissertation, coursework, directed study, directed research, or examination, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule II.

In cases not specifically addressed by the above three rules,

4. For an invention made by students without significant use of WPI resources, the invention is owned by the inventor(s). Royalties for such inventions are covered by Rule III.

5. For an invention made by students with significant use of WPI resources, the invention is owned by WPI, subject to any other agreements. Royalties for such inventions are covered by Rule II.

C. Royalty Rules

Rule I. If WPI pursues the patent, then WPI will absorb the costs and will share royalties on a 50-50 basis with the inventor(s), after the costs of the patent are recovered, or will share royalties in accordance with WPI institutional agreements.

Rule II. If the student(s) wish to pursue the patent, WPI will assign any ownership rights it may have to the student through a jointly signed agreement providing that the student will give 10% of net future financial gains from the patent to WPI. The student will absorb the costs of pursuing the patent. Alternatively, if the student wishes to have WPI absorb the costs of pursuing the patent, then rule I applies.

Rule III. The inventor(s) will pay all costs associated with patenting the invention, and will receive all benefits from the patent.

In the case that multiple inventors fall under different royalty rules, then all inventors will be subject to a single rule. In determining which rule applies, Rule I takes precedence over Rules II and III, and Rule II takes precedence over Rule III.

D. Significant Use

Use of office or classroom space, libraries, or general computational facilities does not constitute significant use of WPI resources. The use of specialized experimental or

computational laboratory facilities or equipment is not significant if it involves brief periods of time or limited use, e.g., for exploratory tests; otherwise, the use is significant. Use of any WPI facility in a way that leads to an appreciable expenditure of WPI funds, that would not otherwise have occurred, constitutes significant use.

E. Disclosure of Inventions with Potential WPI Ownership

It is the obligation of inventors to disclose an invention to WPI if there is a possibility of Rule I or Rule II being applicable. When a disclosure of a potential invention is made to WPI, WPI will determine on a timely basis if the invention is worthy of WPI's support. If WPI finds that the invention is worthy of its support, WPI will promptly initiate a patent application at its expense, and work with the inventor(s) to pursue development and commercialization of the invention. If, at any time during the year following the date of disclosure, WPI chooses not to file a patent for an invention, WPI will at the request of the inventor(s), subject to other agreements, promptly return ownership of the invention to the inventor(s). If WPI has not filed a patent application for an invention within one year from the date of disclosure, then WPI will at the request of the inventor(s), subject to other agreements, return ownership to the inventor(s). Extensions to the one year limit may be made by mutual agreement between WPI and the inventor(s).

F. Rights Sharing.

For an invention made by WPI Faculty, staff or students under circumstances such that the inventor owns the invention, the inventor(s) and WPI may by mutual agreement enter into an arrangement under which the costs, ownership, and rewards of the invention are shared by the inventor(s) and by WPI.

II. Ownership of Copyrights, Mask Rights, and Service or Trade Marks:

A. WPI Ownership

1. Official output of faculty committees for faculty governance purposes are works for hire owned by WPI.
2. Works produced at the specific request of WPI and for specific additional compensation from WPI are works for hire owned by WPI, subject to other agreements.
3. Copyright to the WPI logo, seal, and other related material are owned by WPI.
4. Works for hire written by staff members as part of their described job are owned by WPI.

B. Authorial ownership.

1. Course syllabi, course notes, homework solutions, textbooks and other instructional materials, and other course related material are owned by the author(s), subject to other agreements. Participation in a course involving recording or transmission of likenesses, e.g., via video tape, authorizes use of that transmission or recording only during that offering of that course, subject to other mutual agreements. In cases in which a department or program wishes to continue to reproduce the material, after the author has ceased to teach the course, a specific release from the author must be obtained.
2. Scholarly works, such as books, software, journal articles, conference proceedings, book chapters, review articles, etc., are owned by the authors, subject to other agreements.
3. Novels, librettos, opera scores, plays, and other material of a popular nature are owned by the author(s), subject to other agreements.

4. Copyright to individual IQP, MQP, sufficiency, thesis, and dissertation reports and documents are owned by the author, subject to other agreements. In the case of a jointly written document, copyright is held jointly by all authors, subject to other agreements. In cases when such a document was submitted to fulfill a degree requirement, students will grant to WPI a non-exclusive royalty-free license to distribute copies of the document, subject to other agreements. In cases in which such a document contains other intellectual property, the author(s) and WPI may mutually agree not to disclose the document until intellectual property implicit in the document has been appropriately protected.

C. Other Rights

Other and ancillary rights resulting from a copyright, e.g., lunchbox rights and action figure rights, remain with the copyright owner, subject to other agreements.

D. Aside to Copyright Rule

In cases in which WPI supplies to an author substantial additional resources (e.g., taping of lectures by hired staff, performance of musical works by hired musicians, or large scale computer resources for the generation of multidimensional color graphics) for the purpose of creating a copyrightable work, the provision of those resources should be preceded by a written agreement between the author(s) and WPI specifying ownership of rights in the material. There are few precedents for rights agreements on professional -prepared materials such as videotapes. Individual agreements on such rights must at this time be viewed as experimental and not as necessarily setting fixed precedents.

III. Decisions and Appeal Board

A. Within this policy, statements that WPI will perform some action mean that the President or WPI or his designee will perform that action.

B. When a disagreement arises between WPI and the inventor(s) concerning the interpretation of this policy, an Intellectual Property Appeal Board (the "Appeal Board") will be appointed and convened to resolve the disagreement. Appeals shall state explicitly what is in dispute and be submitted in writing to the President of WPI and to the Committee on Governance. When a request for an appeal is received, an Appeal Board shall promptly be appointed.

1. The Appeal Board is composed of five persons, three appointed by the Committee on Governance and two appointed by the WPI Administration. The COG-appointed members shall be members of the Faculty chosen from a current list of tenure-track faculty members who have agreed to serve on the Appeal Board if so requested, and who have a variety of experience. In making their respective appointments, COG and the WPI Administration will seek to ensure that some of the appointees are familiar in detail with this policy and its past applications, and some of the appointees are familiar with the technical area of the intellectual property under consideration. No person with a special interest in the outcome of its decisions, including people who have participated in the decision that is under appeal, shall be appointed to the Appeal Board.

2. The Appeal Board shall promptly meet, elect a chair, and hear the appeal. The Appeal Board shall receive written briefs from each party to the dispute, take oral presentations open to all parties and their counsels, and receive written emendations to the written briefs. The Appeal Board shall have the power to summon witnesses and documents necessary to reaching its decisions. The Appeal Board shall consider all relevant facts, policies, and precedents, and then reach a decision. The Appeal Board shall report its decision in a written finding that includes the principal arguments leading to its conclusions.