

GREAT LAKES PROTECTION FUND
POLICY ON INTELLECTUAL PROPERTY
JUNE 11, 1991

PATENTS

If an invention of any other proprietary rights are made wholly, or in part, with funds provided by the Great Lakes Protection Fund, the Fund shall be notified promptly, in writing. The title to any such invention will be vested in the Grantee with royalty-free licenses retained by the Fund and its member states to make, use and sell the invention. The Grantee agrees not to make disclosures which could prejudice the filing of a patent application. All parties agree that a prompt determination will be made as to whether or not an application will be filed, so that publication and other disclosure of results will not be unduly delayed.

If a Grantee has a policy and procedures for the prosecution of patent application, such procedure may be used for filing any and all necessary applications. Otherwise, the Fund and the Grantee shall agree on the procedure to be followed in the filing of the application(s). All costs of patent searches and filing shall be born by the Grantee.

Should a patentable invention arise during the course of the work, and should the Grantee decide not to file a patent application, the Fund reserves the right to file for patent protection on behalf of and in the name of the inventor.

Once all relevant out-of-pocket marketing costs including all costs of patent searches and filing fees have been recovered, royalty and licensing income shall be shared with the Fund receiving a twenty-five percent (25%) share of the net income, pro-rated based on the Fund's share of the cost of the research and development which led to the invention. The Grantee's share, if any, of the cost of research and development shall be determined on the basis of a budget submitted with the proposal which must be approved by the Fund. The Grantee may dispose of its share of the net income in accordance with its normal policies.

The Grantee will make every reasonable effort to secure timely commercial development and early marketing of any new technology developed under this award. The Fund reserves the right to require that the Grantee relinquish to the Fund the right to seek licensees and arrange for the development and marketing of the invention, should the Fund determine that this is not being done with due diligence.

PUBLICATIONS AND COPYRIGHTS

The Grantee will be free to publish the results of research under this grant, however, the freedom to publish will be subject to the limitation of the patent clause. A copy of each publication will be provided to the Fund.

Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of this research shall remain with the Grantee provided, however, that the Grantee shall grant to the Fund and its member states an irrevocable, royalty-free, non-transferable, non-exclusive right and license of all rights in all such copyrightable materials except computer software and its programming documentation which will be subject to the patent clause. Such right and license with respect to computer software and its programming documentation will be applicable only to computer software and its programming documentation specified to be developed and delivered under the Proposed Work Plan.

ACKNOWLEDGEMENT OF SUPPORT

Any publication arising from work supported by the Program shall acknowledge the assistance as being received from Great Lakes Protection Fund.