

**Iowa State University Research Foundation, Inc. (ISURF)
Policy for Re-Assignment of Intellectual Property to Inventors**

If ISURF evaluates a purported invention or copyrightable work which, according to Iowa State University (University) policy, must be assigned to ISURF and ISURF determines that the invention or work is unlikely to be patentable or copyrightable and/or is not likely to be licensed commercially, and if it is assignable by ISURF, ISURF may upon request at its **sole** discretion, and subject to the rights of any third parties, re-assign the invention or work to each of the inventors or authors (together referred to as inventors).

The following terms shall govern any re-assignment. ISURF is guided in the establishment of these terms by the University's intellectual property policies, U.S. Federal code and regulations (governing the management of intellectual property from federally funded research), and the Internal Revenue Code (governing the non-profit status of both the University and ISURF).

1. ISURF will only re-assign to each inventor individually that ownership interest that he or she has assigned to ISURF;
2. the inventors acknowledge that title assigned hereunder may be voidable if the technology was funded by the federal government and the government chooses to take action to obtain title or otherwise protect its rights;
3. the inventors agree to develop the invention or work in a manner which will benefit the public;
4. the University retains a royalty-free license to use the invention or work and any corresponding intellectual property for research and educational purposes;
5. the inventors are responsible for all future patent costs and agree to reimburse ISURF for any of its legal or licensing expenses from inventors' first revenues if and when the inventors receive revenues from the invention or work;
6. the inventors will share with ISURF 5% of any income the inventor receives from the commercialization of the invention or work for the term of the protection of the intellectual property (patent or copyright). The inventors are not entitled to share in the revenues returned to ISURF in this way;

7. the inventors agree, upon request, to report to ISURF regarding their development efforts;
8. the inventors agree to fulfill any obligations that may exist to sponsors of the research which led to the invention or work - in particular, the federal government - e.g., the grant of royalty-free, non-exclusive licenses to the sponsor or the sharing of royalty income with the sponsor. By way of clarification and not limitation, if the invention was federally-funded, the inventor(s) who have received reassignment will contact the appropriate government entity to coordinate efforts to comply with the Bayh-Dole Act and any other federal intellectual property statutes and regulations;
9. the inventors will warrant that all data and information has been disclosed to ISURF and disclose to ISURF their interest, or lack of interest, in utilizing the technology in a company in which an inventor has a potential conflict of interest, including starting a company based on the invention to be assigned;
10. the inventors will disclose the reassignment as a potential conflict of interest, per ISU policy.

ISURF will make a good faith effort to notify inventors of its intention to cease efforts to commercialize an invention or work before the invention or work is permitted to fall into the public domain, thus permitting the inventors to request the re-assignment of the invention or work.

If an inventor requests the re-assignment of an invention or work that ISURF either 1) determines not to re-assign the invention to the inventors, and/or 2) determines should be placed in the public domain and the inventor does not agree with ISURF's determination, he or she may appeal to the ISURF Board of Directors.