1. **Policy Statement**

1.1. This university policy is established to clarify ownership, rights, responsibilities, and revenue sharing related to intellectual property conceived of, made, or developed by Oregon State University (“university”) or through interactions with the university.

2. **Reason for Policy**

2.1. Research and scholarship activities conducted at the university often give rise to inventions, proprietary information, software, and other forms of intellectual property. As a public research entity, the university is entrusted to administer its intellectual property in the best interest of the public, in order to maximize its impact for the benefit of the university, our region, our state, the United States, and the world.

3. **Scope**

3.1. This university policy applies to ownership, protection, and disposition of intellectual property and tangible research property, and the rights and responsibilities of those persons involved in the development or management of this property.

4. **Definitions**

4.1. **Academic Work:** A scholarly or aesthetic work.

4.2. **Biological Materials:** Materials constituted by or derived from biological sources, including but not limited to whole organisms, transgenic animals, seeds, plants and plant varieties, germ plasm, cells, cell lines, plasmids, vectors, viruses, bacteria, fungi, hybridomas, antibodies, cell products, cloned DNA and RNA, protein fragments, tissue samples, nucleic acid sequences, and protein sequences, and synthetic counterparts or analogues of such materials.
4.3. **College/Unit Distribution:** Distribution of Net Revenues to the college or unit in which a Developer associated with a licensed piece of OSU IP at the time of license is appointed or employed.

4.4. **Commercialization:** The process by which IP is transformed into a product or service and introduced into the general market.

4.5. **Commissioning Entity:** An entity internal to the university (e.g., college, center, institute, core facility or administrative unit) that commissions and funds an Institutional Work.

4.6. **Copyright:** Legal protection provided for “an original work of authorship fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.” (17 USC § 102) A work of authorship includes the following categories: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculpture works, motion pictures and other audiovisual works (including mask works, which are the graphic representations of the physical arrangement of circuits and instructions on semiconductor computer chips); sound recordings; software code; and architectural works.

4.7. **Course Materials:** Materials developed for use in for-credit synchronous or asynchronous teaching, including but not limited to materials used in preparing, presenting, delivering, or assessing a class.

4.8. **Developer:** Any person who conceives, reduces to practice, authors, or otherwise produces or develops IP and is falling within one or more of the following categories:

4.8.1. An employee of the university acting within the scope of university employment;

4.8.2. A person or party being directed by the university as part of university research or other OSU IP-generating activity;

4.8.3. A person or party conducting university research or other OSU IP-generating activity who is contractually bound to the university to assign ownership of IP relating to conducting such activity;

4.8.4. A person or party conducting university research or other OSU IP-generating activity for which the university owes any third party a statutory or contractual duty regarding such IP; or,
4.8.5. With the exception of use of university property that is leased, a person or party who creates IP with the substantial use of university facilities, equipment, materials, financial support, or resources, with “substantial” meaning a level higher than any employee, student, or visitor would customarily be provided for their convenience and enjoyment.

4.9. **Disclosure and Disclosed Work:** Either the act (Disclosure), or result (Disclosed Work), of IP being disclosed in written form by Developers to the Intellectual Property Administration in sufficient detail to evaluate the circumstances of creation and sources of resources used, ownership, obligations to third parties, and, if OSU IP, its commercial potential and the suitability to seek legal protection when deemed appropriate.

4.10. **Identifier:** A word, phrase, symbol, design, or a combination thereof that identifies and distinguishes the source of any IP, artifacts, services, programs, or other activities from the goods or services of others.

4.11. **Institutional Work:** Work and any resulting IP that is

4.11.1. Specifically commissioned by the university or a third party contracting with or through the university,

4.11.2. Work and any resulting IP made by university employees where such work or IP represents a customary and expected work product within the scope of their employment, position description, or work responsibilities, or

4.11.3. Work produced by independent contractors for the benefit of the university. Academic Work and Course Materials are excluded from this definition. Institutional Work resulting in new agricultural varieties is excluded from this definition.

4.12. **Intellectual Property (IP):** Data, technical and other information, identifiers, works of authorship, Inventions and discoveries subject or potentially subject to protection by any or all forms of Patents, Copyrights, Trademarks, Service marks, Trade Secrets, Plant Variety Protection, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization 1967, the International Union for the Protection of New Varieties of Plants treaty, the Trade Related Aspects of Intellectual Property Rights treaty, as well as and any new forms of intellectual property receiving legal protection during the time this university policy is in effect. For purposes of this Policy, Tangible Research Property is also included in the definition of Intellectual Property.

4.13. **Intellectual Property Administration (IPA):** The university administrative unit delegated authority by the university to administrate OSU IP generally (excepting
administration of certain types of IP specifically delegated to another unit, e.g., university trademarks, athletic program marks; effect contracts and other legal instruments associated with administering OSU IP; implement and interpret this policy; and coordinate activities related to it as directed by the university.

4.14. **Invention:** Any new and useful process, machine, manufacture, composition of matter, or any new and useful improvement thereof; or a new and distinct asexually reproduced plant variety; or a new and distinct ornamental design; or any other discovery that is protectable under the patent laws of the United States (Title 35 USC; Title 37 CFR) or of any other country or region.

4.15. **IPA Distribution:** Distribution of Net Revenues to IPA.

4.16. **IP Revenue Distribution Agreement:** An agreement between those individuals identified in good faith as Developers at the time of disclosure of OSU IP concerning the relative contribution of each individual to the development of the OSU IP in question.

4.17. **Net Revenues:** Gross receipts consisting of cash received by the university as consideration for a commercial license or assignment of OSU IP, less the following to the extent it relates to the licensed OSU IP:

- Expenses incurred in evaluating, securing, maintaining, and enforcing OSU IP protection;
- Expenses incurred in developing, marketing, negotiating, licensing, and enforcing licenses of OSU IP;
- Internal university funds awarded to a Developer to support development or market evaluation of the technology underlying the OSU IP;
- Expenses incurred in making, shipping or otherwise distributing Tangible Research Property; and
- Any tax or compliance cost incurred by the university related to the activities listed in this section.

In any agreement in which intellectual property rights are conferred in whole or in part in connection with an award or a contract for performance (e.g., sponsored research, work-for-hire), all associated revenues directed toward the direct cost of performance, facilities costs, overhead, and any incidental fees, are expressly excluded from consideration as gross receipts that may contribute to Net Revenues for the purpose of this policy.
4.18. **OSU Intellectual Property (OSU IP):** Any IP assigned to the university, any IP created as an Institutional Work, and any IP created by a Developer in the process of acting in the capacity defined under “Developer” herein for which the university has an ownership interest.

4.19. **Patent:** A property right granted by a government authority conferring to the owner a right to exclude others from making, using, offering for sale, selling, importing, or otherwise exploiting an Invention. (Title 35 USC)

4.20. **Personal Distribution:** Distribution of Net Revenues to each individual Developer associated with a licensed piece of OSU IP at the time of license.

4.21. **Plant Variety Protection:** A property right granted by a government authority conferring to the owner certain rights over a new, distinct, uniform, and stable sexually reproduced or tuber-reproduced plant variety. (Title 7 USC 2321 et seq.)

4.22. **Prepaid IP Option:** A model of sponsored research whereby a sponsor prepays for an option to obtain assignment of, or an exclusive license within, an agreed field of use to, any patentable inventions, results, copyrightable computer programs, or materials produced by the sponsor’s funding.

4.23. **Program Support Distribution:** Distribution of Net Revenues as unrestricted funds to the laboratory or program of each Developer that is

   4.23.1. Associated with a licensed piece of OSU IP at the time of license, and

   4.23.2. Having tenure or tenure-track status at the time of license.

4.24. **Tangible Research Property:** Physical items produced in the course of research, such as formulations, compositions, chemical compounds, Biological Materials, materials, drawings, devices, models, platforms integrated circuit chips, computer databases, computer software, code, data, prototypes, circuit designs, equipment, and records.

4.25. **Trademark or Service Mark, (collectively Marks):** Specific types of Identifiers perfected or used in accordance with the requirements of state or federal statutes and common law, or corresponding international law. (15 USC § 1051 et seq.; ORS 647.005 et seq.)

4.26. **Trade Secrets:** Industrial secrets which derive their value from not being generally known to the public and for which the owner has taken steps to maintain secrecy consistent with applicable trade secret law. (18 USC § 1836 et seq.; ORS 646.461 – 646.475)
5. Responsibilities and Procedures

5.1. Ownership of OSU Intellectual Property. The university owns all OSU IP and acquires all right, title, and interest to OSU IP created by Developers instantly upon its creation. Developers assign all their present and future rights, title, and interest in OSU IP to the university instantaneously upon creation of the OSU IP. Developers will sign assignments as requested by the university, and perform all other lawful acts requested by the university to facilitate perfection of the university’s title in the OSU IP. The obligation to perfect assignment of OSU IP to the university applies to Developers both during and after participation in a capacity defined under “Developer” herein. Exclusions of IP from OSU IP include:

5.1.1. Academic Works. OSU IP excludes Academic Works per se; however, the university retains title and interest in OSU IP that is described within an Academic Work (e.g., a manuscript for publication describing university research may describe patentable subject matter; the manuscript is Copyright IP and considered an Academic Work under the ownership and control of the author, while the patentable subject matter described therein is separable IP and is considered OSU IP).

5.1.2. Course Materials. OSU IP excludes Course Materials except where the Course Materials were produced with the use of university facilities and funds in excess of the typical support generally available to similarly situated faculty members. However, the university receives a fully paid-up, royalty-free, perpetual, non-transferrable, and non-exclusive worldwide license to Course Materials, with the non-exclusive right to revise and update the Course Materials as desired.

5.1.3. Non-employee Intellectual Property. Title to IP developed by those not employed by the university (including but not limited to undergraduate students not employed by the university and visiting faculty) is retained by the individual unless the individual develops the IP while acting as a Developer.

5.1.4. Consulting agreements. Employees do not have authority to assign or transfer OSU IP to another party under a consulting agreement. Employees are solely responsible for ensuring that their consulting agreements do not create conflict with their obligation to assign OSU IP to the university. Provided that the university employee fully complies with current policy and procedure relating to consulting agreements (including without limitation this policy and any disclosure of outside activities, conflicts of interest or conflicts of commitment), then the scope of the employee’s consulting agreement is considered an exception to the employee’s position description.
for the purpose of determining OSU IP development and ownership under subsection 1 of the definition of “Developer” herein.

5.2. **Developer Responsibilities.** Developers bear certain responsibilities in relation to OSU IP, including:

5.2.1. **Duty of Disclosure.** Certain circumstances compel disclosure of OSU IP to the IPA. Disclosure must occur:

a. Prior to any third-party discussions or actions involving Commercialization activity;

b. Prior to any non-confidential presentation or other public release of OSU IP resulting from projects having contractual, license, option, assignment, confidentiality, or pre-publication disclosure obligations;

c. As required by any law, regulation, rule, or contract governing such Intellectual Property arising from sponsored research; or

d. Upon request by the IPA.

If disclosure of OSU IP is not compelled, then disclosure and timing thereof is at the election of the Developer(s).

5.2.2. **Duty of Inclusion.** The individual who submits a Disclosed Work is responsible for identifying all persons involved in creating and developing the IP who is or reasonably could be a Developer.

5.2.3. **Duty of Cooperation.** Developers shall cooperate with the university in the evaluation, protection, marketing, and licensing of OSU IP.

5.2.4. **Duty of Principal Investigator Relating to Sponsored Projects.** A principal investigator (PI) on a sponsored project is responsible for notifying all persons who may be involved in creating and developing OSU IP in advance of their participation in a project when the terms of a funding agreement grant a sponsor the rights to IP resulting from the effort. When such a person is not a paid employee of the university, the PI is responsible for notifying the IPA in advance of their participation in the project such that the IPA has the opportunity to enter into a written agreement between the university and the individual in order to secure the third-party sponsor rights.

5.2.5. **Duty of Candor.** Developer must disclose with full candor to IPA any conflict of interest relating to OSU IP, including but not limited to:
a. Disclosing any equity stake or position within an entity negotiating with the university for rights in OSU IP, and

b. Providing to IPA a full, complete, and forthcoming update(s) to the OSU IP sufficient for the IPA to fully assess the current scope and value of the OSU IP subject to the negotiation.

5.2.6. **Administration of OSU IP.** In accordance with applicable law (including particularly ORS 352.087 and 35 USC § 200 et seq.) or contractual obligation, the university has the sole right and discretion to acquire and perfect title to OSU IP, to perfect the university’s ownership, to obtain and maintain protection (for example, seeking and maintaining Patents and Plant Variety Protection, or obtaining Copyright or Trademark registration), and to access, license, transfer, enforce, dispose of, or otherwise administer OSU IP.

5.3. **Duty to Share Revenue.** The university will share Net Revenue – excepting Net Revenue arising from Commercialization of Institutional Works, Prepaid IP Options, or agreements requiring alternate disposition of Net Revenue – with its Developers according to the Net Revenue sharing of this policy, so long as Developers are in compliance with this and other applicable university policies.

5.3.1. **Distributable Net Revenue.** The university will distribute Net Revenues in accordance with the timelines and percentages in this policy. If equity or other non-monetary items are exchanged for OSU IP, then when the equity or other non-monetary items are converted to cash they will be treated as gross receipts contributing to Net Revenue.

5.3.2. **Distribution Timeline.** The university will distribute Net Revenues received per license agreement at least once, but not more than four times per year.

5.3.3. **Modifications of Distributions to Resolve Conflicts of Interest.** The IPA may take into consideration and make adjustments to the Net Revenue distributions as necessary to alleviate adverse effects of conflicts of interest.

5.3.4. **Personal Distribution.** Personal Distribution shall be made to each Developer on the *pro rata* basis established herein. A Personal Distribution shall be made to all Developers. The IPA shall consider each Developer’s contribution to be equal by default. It is the responsibility of Developer to confirm that the IPA possesses accurate contact information to process the Personal Distribution; if the IPA cannot contact the Developer within 60 days of the distribution date, that Developer’s share shall be transferred to the State of Oregon Unclaimed Property administration. A Developer may choose to waive any percentage of their personal share in accordance with University
Constructive Receipt policy, in which case the waived percentage will be transferred to that individual’s associated College/Unit Distribution.

5.3.5. **IP Revenue Distribution Agreement.** Developers are eligible to enter into an IP Revenue Distribution Agreement that sets forth contribution percentages agreed to by all Developers. If a Revenue Distribution Agreement is in place for a Disclosed Work, then the IPA shall consider each Developer’s contribution to a Disclosed Work to be that percentage that is listed in the agreement. Any IP Revenue Distribution Agreement must provide a description of the contributions each Developer made to the OSU IP that is the subject of the Disclosed Work to which the agreement pertains. Contributions should be limited to intellectual, technical, or inventive contributions, made by each Developer.

5.3.6. **Addition of Developer as a Matter of Right.** The university shall make all Developers having initial Intellectual Property ownership as a matter of law eligible for a Personal Distribution. The IPA has the authority to add individuals not listed as potential Developers on the initial IP Disclosure as Developers, in order to conform to laws governing complete and accurate identification of original owners of Intellectual Property. If an addition of a Developer is made, then any existing IP Revenue Distribution Agreement is considered void for lack of agreement between all interested parties; royalty distribution is then determined by the default equal share provision unless and until a new Royalty Sharing Agreement is agreed to by all interested parties.

5.3.7. **Program Support Distribution.** A Program Support Distribution shall be made to all qualifying laboratories or programs proportional to the relative contributions of the associated tenured or tenure-track faculty Developers. Program Support Distributions shall only be made to a laboratory or program so long as the associated qualifying Developer remains employed by the university. In the case of termination of employment by an associated Developer, the share shall be retained as an IPA Distribution.

5.3.8. **College/Unit Distribution.** The College/Unit Distribution is made proportional to the relative contributions of Developers receiving a Personal Distribution.

5.3.9. **Commissioning Entity Distribution.** A Commissioning Entity Distribution shall be made to each unit that supported development of OSU IP proportional to the relative level of such support.

5.3.10. **IPA Distribution.** A distribution shall be made to IPA to support its mission.
5.3.11. **Distribution Percentages.** Distribution of Net Revenue shall follow the following percentages:

<table>
<thead>
<tr>
<th></th>
<th>Personal Distribution</th>
<th>Program Support Distribution</th>
<th>College/Unit Distribution</th>
<th>Commissioning Entity Distribution</th>
<th>IPA Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>General (Academic Invention or Development)</td>
<td>34%</td>
<td>N/A</td>
<td>33%</td>
<td>N/A</td>
<td>33%</td>
</tr>
<tr>
<td>Institutional Work</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Prepaid IP Option</td>
<td>N/A</td>
<td>40%</td>
<td>20%</td>
<td>N/A</td>
<td>40%</td>
</tr>
</tbody>
</table>

5.3.12. **Distribution of Net Revenue from Co-licensed Technologies.** In cases where more than one piece of OSU IP is commercially licensed in a single license agreement, the university will recover all costs and all expenses, funds, and taxes listed in Sections 4.21, prior to distributing Net Revenue to the Developers of the co-licensed IP. The university may at its sole discretion use any reasonable method to partition Net Revenue from co-licensed OSU IP between all Developers of the co-licensed IP.

5.3.13. **Exception: Prior policy.** Disclosed Work submitted prior to April 12, 2023 will follow the previous Net Revenue Distribution Policy. After recoupment of expenses, revenue derived from licensing OSU IP is shared based on the following schedule, subject to variation based on the university’s determination of equities in a given case and MOUs authorized by the President:

<table>
<thead>
<tr>
<th></th>
<th>Personal Distribution</th>
<th>Program Support Distribution</th>
<th>College/Unit Distribution</th>
<th>Commissioning Entity Distribution</th>
<th>IPA Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>General (Academic Invention or Development)</td>
<td>40%</td>
<td>N/A</td>
<td>30%</td>
<td>N/A</td>
<td>30%</td>
</tr>
<tr>
<td>1st $50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.4. **Equity Interest Liquidation.** The university may accept equity in a private enterprise or an equity-like involvement with an outside entity as consideration for receiving rights to OSU IP or participating in the university’s accelerator program activities.

5.4.1. **Equity Liquidation to Distributable Net Revenue.** Except as provided in Section 5.4.2, the university will convert equity of a company received by the university as consideration through the Research Office’s innovation programming or development funding programs, or for a commercial license or assignment of the university’s intellectual property to cash as soon as reasonably practicable within 180 days of the date when equity becomes freely tradable pursuant to U.S. securities laws and is otherwise qualified to be held and serviced by the Depository Trust Company (DTC), including not being subject to a “lock up” period restricting when the university is free to sell (First Opportunity Date).

a. The Associate Vice President for Research responsible for overseeing intellectual property and licensing is responsible for administrative steps related to the equity until the equity is converted to cash.

5.4.2. **Liquidation Exceptions.** The President may authorize an extension in the timeline established by Section 5.1 when determined reasonably necessary after consulting with the Provost, Vice President for the Division of Finance and Administration, and the Vice President for Research (Designated Managers). The extension may be determined based on circumstances including but not limited to:

a. Administrative challenges causing a delay in selling within the 180-day window,

b. Industry sector, technology sector, or world event challenges affecting market pricing, or
c. Potential undue negative effects on the company.

Any extension shall be for no more than a two-month period. Each additional extension must be confirmed by the president after consulting with the Designated Managers. The totality of extensions shall not affect the sale of eligible equity longer than a 12-month total sale period beyond the First Opportunity Date.

5.4.3 Warrants and Options. Decisions on when to exercise options, warrants and similar convertible securities, and equity obtained through an entity’s participation in the university’s accelerator program, shall be made by the Vice President for Research or designee.

5.4.4 Unique Information. To avoid any appearance of insider trading, any persons involved in the trading and exercise decisions described in Sections 5.1 through 5.3 shall be screened from:

a. The contents of any unpublished university research program results that are related to the underlying technology,

b. Company information uniquely available to the university through its technology transfer program activities, or

c. Other material non-public information regarding the company.

5.4.5 Developers. The university has no obligation to the Developer to maximize the value of the shares on behalf of a Developer.

5.5 Intellectual Property Committee. The Intellectual Property Committee (IP Committee) is an advisory committee to the Vice President for Research on IP matters. The IP Committee is composed of not fewer than five university employees. The Vice President for Research appoints the members, with at least one member coming from the Research Council of the Faculty Senate. The Office of General Counsel advises the IP Committee as needed.

5.5.1 The IP Committee is charged with implementing procedures and timelines to receive and hear disputes under this policy and affirming or recommending modification to IPA interpretations of this policy upon request of the IPA.

5.5.2 Any university employee involved in the dispute, the IPA, or the Vice President for Research may bring a disputed matter before the IP Committee for review under this policy.
5.5.3 When disputes arise under this policy, the IP Committee shall review such disputes and make recommendations for resolution to the Vice President for Research, who has decision-making authority. In any instance in which a member of the IP Committee has a conflict related to the dispute in question, such committee member shall notify the Vice President for Research and recuse themselves considering the dispute.

5.5.4 In any instance in which the Vice President for Research or their designee has a conflict related to the dispute in question, decision-making authority shall transfer to the Provost’s designee, or the Vice President for Research, respectively.

5.5.5 Written appeal of the Vice President of Research’s decision based on new evidence not reasonably available to the IP Committee on first review may be made to the IP Committee. The new evidence shall be reviewed under the procedure set forth in 5.5.3.

5.5.6 Written appeals of the Vice President of Research’s decision may be made to the Vice Provost for Faculty Affairs within sixty days of the decision on the basis that the decision is the result of a procedural irregularity that affected the outcome, or that the determination was arbitrary, capricious, or an abuse of discretion. Review of an appeal is by a committee comprising the Vice Provost for Faculty Affairs, the Vice President or Vice Provost of the Developer(s) unit(s), and the Dean(s) of the Developer(s) college(s). This committee will make recommendations to the Provost, who will have final decision-making authority to resolve any such dispute.

6. Forms & Tools

6.1. Invention Disclosure: https://advantage.oregonstate.edu/ip-licensing/i-have-idea

6.2. Resource materials: https://advantage.oregonstate.edu/innovation-impact-program

7. Frequently Asked Questions

7.1. FAQs: https://advantage.oregonstate.edu/oregon-state-university-ip-policy

8. Related Information

8.1. Research conflicts of interest: https://research.oregonstate.edu/coi/about-conflict-interest-program/policy-research-conflicts-interest

8.2. Conflict of commitment: https://hr.oregonstate.edu/manual/conflict-commitment
8.3. Use of gift funds: https://fa.oregonstate.edu/fiscal-policy-program/03-150-208-gift-funds


8.5. The applicable Title of the United States Code (USC), the United States Code of Federal Regulations (CFR), or Oregon Revised Statutes (ORS) is provided in instances where a definition or the rights, privileges, and obligations of parties subject to this policy arise from statute or regulation. If university legal or business dealings are conducted in a foreign jurisdiction, then certain statutes and regulations of that jurisdiction may supplement or supersede USC, CFR or ORS and may therefore affect the interpretation or implementation of certain policy provisions accordingly.

9. History


9.3. Next scheduled review date: April 2026.

10. Website


11. Contacts

<table>
<thead>
<tr>
<th>Department</th>
<th>Phone Number</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Research Office</td>
<td>541-737-3467</td>
<td><a href="https://research.oregonstate.edu/">https://research.oregonstate.edu/</a></td>
</tr>
</tbody>
</table>