

XII. PATENTS, LICENSING AND INTELLECTUAL PROPERTY

A. General Policy

- i. Yeshiva University encourages and supports research and the publication and use of results. YU recognizes that research conducted by its faculty, technical staff and students may lead to inventions and discoveries by inventor(s) (hereinafter referred to as "Inventor"), which should be patented or licensed for one or more of the following reasons:
 - a. To serve the public interest;
 - b. To comply with the requirements of sponsored research grants, fellowship awards and contracts for research;
 - c. To promote the development of useful drugs, processes and devices which would not be developed without patent protection;
 - d. T

the indirect costs to be assessed on this portion of the distribution for each license are as follows:

1. The first \$30,000 of cumulative income will be free of indirect costs.
2. The second \$30,000 will be subject to indirect costs at one-half the prevailing institutional rate.

- i. To recommend to the Dean of AECOM and/or the Provost of Yeshiva University which Intellectual Property should be processed in accordance with the applicable sections of this Policy on Patents and Licensing Agreements, including Section J. Recommendations shall be made by the Committee(s) within 90 days after Intellectual Property is brought to the Committee(s) notice.
- ii. To determine, when necessary, whether Intellectual Property developed by a member of the faculty, technical staff or student resulted from research supported in whole or in part by YU resources or whether such Intellectual Property was unrelated to YU activities and resources.
- iii. To make general recommendations regarding proposals to patent Intellectual Property as it relates to YU's mission.
- iv. To act in an advisory capacity to the Provost with regard to patents assigned to YU or in which YU has a claim or interest.
- v. To assist the Provost in resolving disputes arising from patent and licensing matters, including any disputes arising under Section F., in accordance with this Policy on Patents and Licensing Agreements.

I. Agreement with Yeshiva University

A form of agreement with Yeshiva University shall be signed and entered into by all faculty, students and research staff acknowledging that they have received and read a copy of this Official Policy on Patents and Licensing Agreements and agree to abide thereby. Such personnel will agree further to disclose in writing promptly to YU any Intellectual Property made by such personnel and to assign to YU the entire right, title and interest in and thereto as required and defined in this Policy on Patents and Licensing Agreements.

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- b. Two-thirds of the additional income will be allocated to the Inventor or his/her estate and/or heirs;
- c. The remaining one-third of income will be allocated to YU.

K. Management of Licenses

Management of all licensing agreements for Intellectual Property owned by YU, remains with YU.