I. Mission and Philosophy
   A. The purpose of Ohio State is to advance the well-being of the people of Ohio and the global community through the creation and dissemination of knowledge.
   B. The university encourages faculty, staff, and student to engage in activities that can result in discoveries, inventions, patents, and tangible property that can serve the public through open academic exchange and commercial development. The Ohio State University is committed to creating a culture and infrastructure that nurtures these activities and highlights the capacity of its faculty, staff, and students to contribute to society. The university recognizes the importance of intellectual freedom and autonomy of faculty, staff, and students.

Purpose of the Policy

II. This policy establishes rules regarding the ownership, distribution, and commercialization of Intellectual Property created by faculty, staff, and students of The Ohio State University. In doing so it also:
   A. guides decision-making on the university’s protections and incentives to encourage the discovery and development of new knowledge, its transfer for the public benefit, and its use for economic growth;
   B. enhances recognition and reputational benefits for the Creator(s) of Intellectual Property; and
   C. preserves both the university’s and its employees’ and students’ freedom to conduct research and to use the IP created by such research.

III. This policy is subject to all effective laws including federal law and Ohio law, and in particular Ohio Revised Code §3345.14.

IV. Nothing in the policy will be constructed to limit the university from entering into specific written agreements:
   A. with any faculty, staff, or students that will specify different terms regarding the ownership, distribution, and commercialization of Intellectual Property; or
   B. with third parties in connection to Sponsored Research, which may specify different terms regarding the ownership, distribution, and commercialization of Intellectual Property that resulted from such Sponsored Research.

If any term in any such agreement conflicts with any term of this policy, the term of the agreement will govern.

V. The rights and obligations of the university, its employees, students, and affiliates with respect to copyright will continue to be governed by the university’s current Policy on Patents and Copyrights, as amended from time to time. This policy replaces the university’s current Policy on Patents and Copyrights with respect to any other subject matter covered by that policy.[If a copyright policy is enacted together with this Patent Policy, this provision might need to be amended to reflect it]

VI. With the exception of specific written agreements to the contrary (see Section IV), nothing in this policy shall be interpreted to prevent any faculty, staff, or student from sharing the results of his or her research and other academic activities with others, including by publishing those results.
# Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Expenses</td>
<td>Costs, expenses, taxes, and losses paid or incurred by the university or on its behalf that are directly attributable to the IP being transferred, commercialized, or exploited, or relating to the creation, preservation, marketing, licensing, and legal protection of such IP, and the costs, including taxes, to acquire, manage, transfer, or liquidate equity to be used for the transference, commercialization, or exploitation of such IP.</td>
</tr>
<tr>
<td>Intellectual Property or IP</td>
<td>For purpose of this policy, Intellectual Property or IP includes all discoveries, inventions, and patents covered by Ohio Revised Code §3345.14(B), as well as Tangible Research Property.</td>
</tr>
<tr>
<td>Creator</td>
<td>With respect to patentable IP, as well as know-how and any other IP related to such patentable IP, Creator means any inventor, as the term is defined under U.S. patent law. With respect to Tangible Research Property, Creator means any individual who has taken part (a) in the conception of the idea of the specific Tangible Research Property that is to be made and/or (b) substantially in making the Tangible Research Property but only where making the Tangible Research Property was not a routine or known practice. A person will not be considered a Creator of a new Tangible Research Property solely because of providing materials to be used to produce the new Tangible Research Property. With respect to any other IP, Creator means any individual who provided substantive and substantial intellectual contribution to the creation of an IP. Creator may be faculty, staff, or students.</td>
</tr>
<tr>
<td>Intellectual Property, Patents and Copyrights Committee (IPPC)</td>
<td>A standing senate committee as defined by The Ohio State University’s Faculty Rules.</td>
</tr>
<tr>
<td>Net Proceeds</td>
<td>Gross Proceeds less Direct Expenses.</td>
</tr>
<tr>
<td>TCO</td>
<td>The university Technology Commercialization Office (and any successive university office thereof).</td>
</tr>
<tr>
<td>University IP</td>
<td>All IP owned by the university, pursuant to this policy.</td>
</tr>
<tr>
<td>Gross Proceeds</td>
<td>All cash received from the transfer, commercialization, or other exploitation of IP including, but not limited to, royalties; option fees; license fees; technology access fees; reimbursement of expenses; and/or cash from dividends or distributions on, or the sale or liquidation of, equity.</td>
</tr>
<tr>
<td>Sponsored Research</td>
<td>Research projects that are supported by funding typically provided in response to a request or proposal to a government or industrial sponsor, or by specific deliverables in a grant from a funding entity. A research or other activity undertaken by the university or one of its units that is subject to specific obligations to another party.</td>
</tr>
<tr>
<td>OSU Proceeds</td>
<td>The amount of Net Proceeds received by the University directly or as a distribution from OSIF.</td>
</tr>
<tr>
<td>Tangible Research Property</td>
<td>Research results that are in a tangible form as distinct from intangible property. Examples of tangible property include, but are not limited to, cell lines; data; human, animal, and plant tissue; transgenic animals; antibodies; biological organisms; and circuit chips. Tangible mediums of expression in which copyrighted works are fixed, including, but not limited to, books, copies or articles, and music sheets, are explicitly excluded and will not be considered Tangible Research Property.</td>
</tr>
<tr>
<td>OSIF</td>
<td>Ohio State Innovation Foundation, a 501(c)(3) organization, formed in 2013 by the university for the purpose of managing intellectual property developed at or created by The Ohio State University and to facilitate the commercialization of such intellectual property. At that time, certain Intellectual Property, as well as the rights to certain future University Intellectual Property was transferred to OSIF. “OSIF” shall include any successive entity to Ohio State Innovation Foundation.</td>
</tr>
</tbody>
</table>
Policy Details

VII. Ownership

A. All rights, title, and interests in IP are the sole property of the university. The university hereby assigns to the Creator(s) every IP (i) developed by faculty or staff acting outside of the scope of their employment provided that such IP was developed with no more than insignificant use of university resources, or (ii) developed by a student, provided that such IP is not owned by the university pursuant to Section VII.B and was not developed by a student who is an employee within the scope of such student employment or with more than insignificant use of university resources. Faculty, staff, and students acknowledge that they are bound by this policy by accepting or continuing university employment or by using university resources or facilities and hereby irrevocably assign all rights, title, and interests in such IP to the university. Insignificant use of university resources includes de minimis use of the following: university network and email system, office space, libraries and their resources, traditional desktop and laptop personal computers and software that is traditionally installed thereon. Insignificant use of university resources shall not include the use of (i) other university employees or students in developing, testing or distributing the IP, or (ii) university laboratories or equipment besides the computers referred to above.

B. Intellectual Property developed by non-employee students is owned by the university when the student created the IP as part of a Sponsored Research project, special program or a course (e.g., a capstone project or a design laboratory or project), provided that the university notified the student in writing of its intent to own such IP prior to its development. Such written notification can be published in any reasonable way including as part of the policies or rules of the unit with which the student is affiliated or in the syllabus or other written notifications published in connection with the special program or course in which the IP is to be developed. Except for the foregoing, but subject to Section VII.A above, all other Intellectual Property created by a student is the property of the student. Every student hereby grants the university a perpetual, nonexclusive, royalty-free license to use any Intellectual Property created as part of the requirements for a university degree program for administrative purposes, such as assessment of a work, accreditation purpose, and to prevent fabrication, falsification, and plagiarism.

VIII. Proceeds Distribution

A. For University IP transferred to OSIF, Net Proceeds will be distributed as follows:
   1. For Net Proceeds up to $100,000, OSIF will retain 50% of the Net Proceeds and will distribute the remaining 50% of the Net Proceeds to the university as OSU Proceeds for distribution to Creators pursuant to Section VIII.B.1, below. The retention of 50% of the Net Proceeds by OSIF under this Section VIII.A.1. will be specifically used to cover unreimbursed patent expenses.
   2. When Net Proceeds exceed $100,000, the first $100,000 will be distributed in accordance with Section VIII.A.1, and any portion of the Net Proceeds beyond the first $100,000 will be distributed as follows: 15% of these Net Proceeds will be retained by OSIF and 85% of these Net Proceeds will be distributed to the university as OSU Proceeds pursuant to Section VIII.B.2, below.

B. OSU Proceeds will be distributed as follows:
   1. For OSU Proceeds up to $50,000, the Creator(s) will receive 100% of these OSU Proceeds.
   2. When OSU Proceeds received as a distribution from OSIF exceed $50,000, the first $50,000 will be distributed in accordance with Section VIII.B.1. and any portion of the OSU Proceeds beyond the initial $50,000 will be distributed as follows:
      40% to the Creator(s),
      20% to the university, and
      40% to the Creators’ colleges, departments, and centers, according to instructions and policies established by the provost.
C. In case of more than one Creator, the Creators will equally share the Creators’ share under Section VIII.B, unless all the Creators agree in writing to a different distribution of the Creators’ share.

D. When multiple IP assets are licensed or otherwise commercialized under a single agreement, TCO, after consulting with the Creator(s), shall reasonably determine and designate the share of OSU Proceeds to each IP asset.

E. When there are no identifiable Creator(s) of Tangible Research Property, the portion of the OSU Proceeds distributable under Section VII.B. to Creator(s) will be distributed instead to the colleges, departments, and centers that obtained the Tangible Research Property, according to instructions and policies established by the provost. When multiple colleges, departments, and/or centers are involved in obtaining the Tangible Research Property, the OSU Proceeds will be divided equally among these units, unless otherwise specified by instructions and policies established by the provost.

F. Notwithstanding the other provisions in this policy, for licensed plant varieties, proceeds will be distributed pursuant to Special Circular 178-01 entitled “OSU-OARDC Plant Germplasm Release Guidelines and Practices – Policy for Royalty Distribution Associated with Plant Varieties.”

G. Creator(s) will be entitled to receive a share of the OSU Proceeds as provided by this policy even if their status vis-à-vis the university changes, including, for example, after their employment or program of study was terminated or completed. Following a change in the university IP policy, the Creator(s) will be entitled to receive, with respect to any distribution made after such a change, the greatest of (i) the share of the Net Proceeds as provided by the university policy at the time the IP was disclosed and (ii) the share of the Net Proceeds as provided by the university policy at the time the distribution is made. For the avoidance of doubt, the Creator(s) will not be entitled to receive any additional distribution or any other compensation with respect to distributions that were made prior to such a change in the IP policy.

H. Nothing in this policy is intended to limit the transferability of rights of Creators to their heirs and assigns. Without limiting the foregoing, the distribution of proceeds to Creators under this Section VIII shall be made to Creators, their heirs and assigns, as applicable.

PROCEDURE

IX. IP Evaluation, Protection, and Dissemination

A. The senior vice president for business and finance and the provost will be in charge of the implementation of this policy on behalf of the university. All or a portion of the administration of activities with respect to this policy, except with respect to the responsibilities to administer disputes as set forth in Section X, may be delegated to other university officials. In consultation with the senior vice president for business and finance, the provost, IPPC, and the vice president of research, the vice president responsible for the operations of TCO will establish operational guidelines and procedures, subject to the terms of this policy, for the administration of University IP, including but not limited to determination of ownership, assignment, protection, licensing, marketing, maintenance of records, and oversight of revenues collection.

B. In all its decisions pursuant to this policy TCO will strive to reasonably (i) advance the well-being of the people of Ohio and the global community by supporting the creation and dissemination of knowledge, and (ii) maximize the commercial value of University IP. Without limiting the foregoing, TCO will:
   1. facilitate evaluation of University IP, and such evaluation shall include consideration of the market for such University IP and the competitive market landscape;
2. identify potential commercial partners for University IP. This may include using multiple networks of contacts, including those made available from the Creator(s), alumni, and other sources;
3. negotiate agreements, licensing or otherwise, in connection to the commercialization of University IP; and
4. take any other actions reasonably necessary to facilitate the commercialization of University IP.

C. The university trusts faculty, staff, and students to participate throughout the Intellectual Property creation and preservation process. All University IP with commercial value (or otherwise required to be disclosed pursuant to an obligation to a third party) must be promptly disclosed in writing by the Creator(s) to TCO, using a disclosure form.
   1. The disclosure must:
      a. consist of a full and complete description of the University IP;
      b. describe the funding sources used in development of such University IP; and
      c. identify all persons participating in the creation and development of the University IP.
   2. Upon reasonable request from TCO, the Creator(s) will furnish any additional reasonable information, including the know-how related to the invention or discovery, and will execute documents in connection with the University IP (such as assignments and declarations).

D. Upon receipt by TCO of a disclosure form as described above, the disclosed University IP will be assigned to a TCO representative. The assigned representative will facilitate evaluation of the IP with respect to patentability, commercial potential, and obligations to sponsors or other third parties. This process will include:
   1. a discussion with the Creator(s) led by the TCO representative;
   2. a search of prior art, if necessary. The TCO representative may reasonably request that the Creator(s) participate in such search; and
   3. determination of whether IP protection, and in particular patent protection, should be pursued, taking into consideration, among other things, commercial potential. Although patent protection is sometimes sought for various noncommercial reasons, such as professional status, the university will not seek protection for University IP, including patent protection, that is not deemed to have commercial potential (even if the University IP is intellectually meritorious), unless such protection (i) is requested by the sponsor of Sponsored Research and such sponsor pays for such protection, or (ii) is authorized by the senior vice president for business and finance or the provost, at their sole discretion. The evaluation of the commercial potential will be based upon, among other things, patentability, scope of potential patent coverage, size of market, competition, and potential market share.

E. TCO will regularly update the Creator(s) on the status of the University IP disclosed by such Creator(s):
   1. TCO will provide the first status update within three months of receiving the disclosure form and a second status update within six months of the date of receipt of a disclosure form. Such status updates will include any filing decisions regarding IP protection or transfer of the University IP.
   2. TCO will provide a detailed summary of substantive decisions regarding protection, commercialization, and/or transfer of IP promptly after those decisions are made.

F. In some cases University IP will be assigned to its Creator(s):
   1. Under the following circumstances, Creator(s) will be allowed to require (subject to any third party approvals required, e.g., approval of a federal funding agency) assignment, free of charge, of University IP to them, and TCO will promptly effect such assignment:
      a. If the Creators(s) provide TCO with evidence of a concrete potential commercialization partner for the University IP, such as a potential licensee thereof, and TCO does not complete, in good faith, its review and determination of the University’s interest in such opportunity within six months.
      b. If the University IP may reasonably be protected by a patent, and TCO does not complete, in good faith, its review and determination of the University’s interest in such University IP, within six months of
TCO becoming aware of a public disclosure of such University IP. Public disclosure under this section includes any disclosure that will make the University IP ineligible for patent protection in the United States, unless patent application is filed within one year of such disclosure.

c. If TCO does not complete, in good faith, its review and determination of the University’s interest in such University IP, within twelve month of receipt of a disclosure form.

2. TCO is encouraged to cause assignment to Creator(s) any University IP which, in TCO discretion, is not currently commercialized by the university or on its behalf and that is not expected to be commercialized by the university or on its behalf in the foreseeable future, unless such assignment would have an adverse impact on the ability to commercialize other University IP or such assignment cannot be legally made for any reason (e.g., a required third party approval was not secured). The university and OSIF may place terms on such assignment including requiring, at TCO’s discretion, payment in consideration for such assignment.

3. In case of multiple Creators, the university or OSIF will assign the IP to all Creators according to this Section IX.F as joint owners, unless all Creators agree in writing to a different arrangement. Except for assignment to the Creator(s) according to Section IX.F.1 (or an assignment from OSU to OSIF), TCO will not assign the IP for no consideration.

C. University employees engaged in external consulting work or business, and those charged with approving such activities, are responsible for ensuring that agreements with external entities are not in conflict with this policy; any other university policy, including the Policy of Faculty Paid External Consulting; or the university’s contractual commitments.

X. Policy Interpretation and Dispute Resolution

A. This policy and its implementation may require interpretation and review. University constituents (such as Creator(s), employees, and TCO) should make every attempt to resolve disputes informally among themselves and, if needed, with the assistance of the Office of Academic Affairs and/or the Office of Legal Affairs.

B. If informal procedures and consultation do not provide resolution of a dispute regarding this policy, the following actions may be taken:

1. Any person or entity directly affected by decisions or actions of any other person or entity in connection with this policy, may appeal such decisions or actions to the IPPC if such person or entity (hereby, the claimant) believes such decisions or actions are inconsistent with this policy.

2. The claimant will submit the complaint in writing to the chair of the IPPC, who will determine whether the claimant has made a reasonable effort to resolve the dispute informally and whether the substance of the dispute appears to be within the scope of the IPPC’s review authority under this policy.

3. Proceedings will be informal, but all parties will have adequate notice and an opportunity to be heard. The IPPC may establish additional procedures for resolving such disputes, and may designate a sub-committee of its members for such procedures.

4. After considering all relevant information and within 30 days of receipt of the complaint, the IPPC will prepare and send to the senior vice president for business and finance and the provost a report of its findings on the issues raised by the complaint and any corrective actions it recommends, within the scope of this policy.

5. Within 30 days of receipt of the IPPC report, the senior vice president for business and finance and the provost will review the IPPC report and make a final decision on behalf of the university and provide this decision to all the parties involved and the IPPC.

XI. Policy Review and Revisions
Unless provided otherwise by the University Rules, this Policy shall be reviewed from time to time by the IPPC which will issue written reports to the senior vice president for business and finance, the vice president of research, and the provost. Such reports shall form the basis for any revision to the policy.