Intellectual Property Creation and Ownership at Boston College

Slide 1:

This presentation introduces you to the Boston College Intellectual Property Policy and Intellectual Property Agreement. This also will introduce you to the Office of Technology Transfer and Licensing, which is dedicated to protecting and commercializing the University’s intellectual property portfolio.

Slide 2:

The term “intellectual property,” or “IP,” refers the ownership of intangible rights in a new work or invention created through research. Patent, copyright, trademark, and trade secret laws allow the owner or author to control how IP is used or reproduced.

Slide 3:

Under the University IP Policy, Boston College owns IP created during a person’s employment or University research, and this is usually dictated by the terms of a grant or funding agreement. Grant or funding agreements typically require the University to own the IP created during supported research. The policy is careful to clarify that typical scholarly works, such as books or publications, or student dissertations and theses, are not University owned, although BC might own any inventions described in those works. Generally speaking, the University owns the copyright to any work created with what the Policy defines as: “Substantial Resources,” which we’ll discuss on the next slide.

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The IP Policy uses the term “Substantial Resources” in considering whether a copyrighted work is University owned. Generally, “Substantial Resources” are the significant funds, tools, or materials which support your University research, and which are not freely available to your peers. The policy states specifically that office space, ordinary library resources, usual administrative staff resources, and usual computer equipment are not Substantial Resources. Also, makerspaces are generally not considered Substantial Resources, nor are faculty or student-led mentorship programs. Generally, the resources associated with work on an independent, non-University project are not considered Substantial Resources, but it is always wise to confer with the Office of Technology Transfer and Licensing to confirm.

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The University’s Intellectual Property Agreement, or IPA, is a legal contract that codifies this IP Policy. It is signed by all faculty and staff at their time of hire and by visitors before they step onto campus. Students will be asked to sign this agreement before entering the lab or before engaging in some design courses. The IPA obligates a person to report IP to the Office of Technology Transfer and Licensing and transfers the ownership of that IP to the University. With this transfer in ownership, Boston College is able to pursue patent protection for patentable inventions and engage with partners who might be interested in taking IP and developing it further.

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The Policy includes special considerations for student-generated IP. Generally, student coursework is owned by the student - unless the University has made a specific arrangement with a course sponsor. In those cases, students would be made aware in advance that their coursework might be University owned. Also, campus makerspaces are generally not considered Substantial Resources and inventions made in those spaces will generally remain student owned. However, students using faculty laboratory space, or collaborating with faculty members, should be aware that their IP will likely be University owned.

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The University’s IP is protected, transferred, and commercialized by the Office of Technology Transfer and Licensing, or OTTL. OTTL is responsible for patenting the University’s patentable inventions, and also for negotiating and executing all agreements relating to the transfer or use of University IP. The office uses these agreements to broadly distribute IP assets to nonprofit and industrial partners, sometimes in exchange for revenue. Per the IP policy, any revenues received from agreements is shared among inventors, their departments, and the Provost.

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This lists the typical transactions managed by OTTL: Non-Disclosure Agreements, Material Transfer Agreements, Joint Invention Agreements, Option and License Agreements, and Consulting Agreements. OTTL also works with the Office of Sponsored Programs to advise on the IP terms of industry collaboration and sponsored research agreements.

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Although the University’s primary goal is publication and dissemination of knowledge, sharing information freely can jeopardize our ability to seek patent protections. For this reason, the University IP policy asks inventors to submit an invention disclosure before the submission of a grant application, manuscript, conference poster, or before some other non-confidential conversation. When a conversation with an outside partner is going to discuss unpublished research or new ideas, a non-disclosure agreement may be needed. If you are uncertain whether a given work made use of Substantial Resources, or you want clarity on the ownership of your invention, OTTL can review your work and confirm. Finally, when collaborating with others at or outside the University, you should be aware that a collaborator can easily evolve to become a co-inventor, and this can affect your individual rights in your IP. Always ask OTTL if you have questions about collaboration or IP ownership.

Slide 10:

Thank you for listening, and please keep in touch. Feel free to contact OTTL at any time with questions about your IP or this presentation, using this contact information, and visit our website for more information about the laws surrounding the different types of IP we protect and transfer.