

INVENTION/TECHNOLOGY DISCLOSURE FORM



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Date Rec'd.: _____
File No.: _____
Grant No.: _____

The purpose of this disclosure is to document and identify your invention/technology. This form is an important registered document. It is intended to help us meet our government reporting obligations, give our industrial sponsors a means of determining the commercial potential of the technology, and our attorneys a document from which to assess its patentability.

***Submit this form directly to InventionDisclosures@wayne.edu. It will be acknowledged with a received date only when submitted via the link above.**

Please do not submit this disclosure without all required signatures (pages 6, 9, 10, 11)

1. **Title of Invention/Technology**

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2. **Contact Information**

Please include each investigator substantively involved with the invention/technology and a brief description of their role. Final inventors will be determined by the law firm at the time of patent filing. Fill in the name in appropriate table below with a few words regarding their role in the invention and complete the detailed contact information on the last two pages of this document. We need this information to properly begin the review process.

(a) **WSU** affiliated investigators:

INVESTIGATOR NAME	BRIEF DESCRIPTION OF ROLE IN THE DEVELOPMENT OF THE TECHNOLOGY

(b) **Non- WSU** affiliated investigators:

INVESTIGATOR NAME	BRIEF DESCRIPTION OF ROLE IN THE DEVELOPMENT OF THE TECHNOLOGY

3. **External Collaborations**

Do any WSU affiliated investigators have joint appointments or other external affiliations with an obligation to assign or disclose inventions?

If yes, please list external Institutions (example VA)

Please indicate the relative percent (%) contribution between WSU and non-WSU parties.

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="text"/>			
<input type="checkbox"/>	WSU%	<input type="checkbox"/>	Non-WSU%

INVENTION DESCRIPTION

4. **Provide a narrative description of the invention. What is novel or unexpected? Please provide sufficient technical detail to convey a clear understanding of the invention to the extent known at the time of disclosure.**

(a) Is the invention/technology a new process or method, composition of matter or device, software or combination?

(b) Is the invention for a new use, or an improvement of an existing product or process?

(c) Define the product/services that are expected from the development of the invention/technology?

5. **Give the approximate date or period of time when the invention/technology was conceived.**

6. **Please provide the location and type of laboratory records and/or data available related to the invention? Give reference numbers and physical locations, but do not enclose.**

COMMERCIAL OPPORTUNITY

7. **What unmet need does your invention/technology fill?**

(a) How is the need currently being met? Describe the commercial market.

(b) Please identify major industry players (if known).

(c) What advantages does the invention possess over existing or emerging technologies?

(d) Has any commercial interest been shown to date? Please Identify companies, with contact name, email, or phone number, if known to you.

INVENTION DISCLOSURE

8. Invention Disclosure

“Published” or “publicly disclosed” means dissemination of information to members of the public about the invention, or otherwise making such information available to or accessible by members of the public. It Includes publications, oral presentations, posters, meeting abstracts, reports, public lectures, new releases, distribution to commercial company (or companies) without restriction, Internet and social media posts, online databases, etc. “Publicly disclosed” also includes releases via an app store or other download website.

Has the invention been published or publicly disclosed?

<input type="checkbox"/> Yes	<input type="checkbox"/> No

- (a) If yes, please state the date, place and circumstances of any public disclosures pertaining to the invention/technology.
- (b) If no, please provide any information regarding future public disclosure plans (possible dates).

Pertaining to software, are there any current or future plans to publish in a journal that requires Open Source?

<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please state the date, place and circumstances of the disclosure.

9. Manuscripts/Public Use

Do you have a draft manuscript?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No

Has a manuscript been submitted for publication?

Has a manuscript been accepted as of this date?

Has a manuscript published?

If yes, provide details if not noted above.

Is there any planned offer for sale, sale or public use of the invention?

If yes, please provide additional detail (including dates).

Has the invention already been offered for sale, sold or used publically?

If yes, please provide additional detail (including dates).

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="text"/>			
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="text"/>			

FUNDING & RESOURCES

10. **Funding**

Was the work that led to the invention/technology sponsored by another organization or the government? Yes No

If Yes, please identify in the blanks below, all sources of public or private funding (e.g., contracts or grants from federal or state agencies, foundations, public or private organizations or industry).

(a) **Title of Government Agency:** _____

Grant/Contract No.: _____

Principal Investigator: _____ Phone: _____

(b) **Name of Industrial Sponsor:** _____

Grant/Contract No.: _____

Principal Investigator: _____ Phone: _____

(c) **Other sponsor(s):** _____

Grant/Contract No.: _____

Principal Investigator: _____ Phone: _____

11. **Resources**

Did you use proprietary materials owned by another organization to make this invention/technology or under for example any materials shared under a Material Transfer Agreement (MTA) or data use agreement? Yes No

**Examples of proprietary materials: confidential information, biological materials such as cell lines, transgenic animals, vectors, or genetic sequences, chemical compounds, data and software or computer source code.*

If yes, please attach a copy of the documentation or agreement, which covered the transfer of such material to you or the University.

During the course of your work on this invention/technology, were you or any of the WSU investigators listed above salaried with, or employed by, any organization or entity that may have a right to this technology? Yes No

If yes, please attach a statement of particulars.

12. Please specify the nature of University Support (including salary, funds, facilities, services and/or equipment. Identify any applicable internal WSU funding programs (e.g. TDI, MTRAC) that have supported the invention/technology.

SIGNATURES

Please do not submit this disclosure without department/dean signatures as appropriate or without the signatures of all persons named as WSU investigators in item 2.

NAMES	SIGNATURES	DATE:
_____ INVESTIGATOR	_____	_____
_____ INVESTIGATOR	_____	_____
_____ INVESTIGATOR	_____	_____
_____ INVESTIGATOR	_____	_____
_____ CHAIR (Need all if multiple departments)	_____	_____
_____ CHAIR	_____	_____
_____ DEAN (Need all if multiple departments)	_____	_____
_____ DEAN	_____	_____
_____	_____	_____

INVESTIGATOR INFORMATION

WSU INVESTIGATOR INFORMATION

To facilitate potential payments to investigators, maintenance of the Technology Transfer Office database and to ensure the accuracy of legal documents, please supply the following information.

**Home address and citizenship is necessary to comply with certain patent office requirements.*

1. Investigator Name _____ Citizenship: _____ If not U.S. citizen
 Indicate visa type: _____
 and check the following: ___Nonresident alien ___Resident alien
 Title _____ Degree _____
 Department _____ Division _____
 WSU Address _____ Phone _____
 Home Address _____ Phone _____
 E-mail _____

2. Investigator Name _____ Citizenship: _____ If not U.S. citizen
 Indicate visa type: _____
 and check the following: ___Nonresident alien ___Resident alien
 Title _____ Degree _____
 Department _____ Division _____
 WSU Address _____ Phone _____
 Home Address _____ Phone _____
 E-mail _____

3. Investigator Name _____ Citizenship: _____ If not U.S. citizen
 Indicate visa type: _____
 and check the following: ___Nonresident alien ___Resident alien
 Title _____ Degree _____
 Department _____ Division _____
 WSU Address _____ Phone _____
 Home Address _____ Phone _____
 E-mail _____

4. Investigator Name _____ Citizenship: _____ If not U.S. citizen
 Indicate visa type: _____
 and check the following: ___Nonresident alien ___Resident alien
 Title _____ Degree _____
 Department _____ Division _____
 WSU Address _____ Phone _____
 Home Address _____ Phone _____
 E-mail _____

NON-WSU INVESTIGATOR INFORMATION

Investigator(s) Name	Home Address	Email	Citizenship	Phone No.	<u>Non-WSU Institution/Contact No.</u>

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wayne State University (herein "University") Board of Governors' (herein "Board") July 11, 1984, Patent Policy Statute provides authority for establishing relations between the University and University inventors, and

WHEREAS, **INVENTORS** (herein "Inventors"), seeks the University's support in assessing patentability and if warranted filing a patent application(s) for their Invention(s) developed with use of the University's facilities and/or other University support, and

WHEREAS, the Inventors are mindful of the need to make arrangements for the assessment and filing of a patent application(s) for the subject invention(s), in order to secure patent rights, if appropriate, on a timely basis, and

WHEREAS, the University's chief executive officer, in whom the Board has vested authority and responsibility for the University's general management and operations, has delegated to the undersigned representative of the University's Technology Commercialization group the authority to act in his stead in matters relating to the administration of patents, and

WHEREAS, the University and the Inventors recognize the necessity to act without undue delay in assessing and potentially securing patent protection in these regards, and

WHEREAS, the interests of the parties are enhanced by adoption of this agreement,

NOW, THEREFORE, the parties hereto agree that the Inventors hereby assign to the University all their right, title, and interest in and to the subject invention(s) and all corresponding right, title, and interest in intellectual property including patent(s) which may issue with respect to same, and concerning which the University has undertaken the obligation to meet administrative and legal costs; and the parties agree that the University will authorize the expenditure of University resources reasonably necessary to meet the legal and administrative costs and expenses of managing the subject matter of this agreement;

1. Any funds, including, but not limited to, royalties, licensure fees, and proceeds of sale, which are paid to the University by virtue of its proprietary interest in the subject intellectual property, will be distributed so as to reimburse the University for all costs associated with patent assessment, development, application, and licensing, with the remainder of any such funds to be divided between the University and the Inventors according to the following formula:

NET INCOME	INVENTORS	DEPARTMENT	UNIVERSITY
Up to \$10,000	75%	15%	10%
Next \$90,000	50%	15%	35%
Next \$900,000	40%	15%	45%
Over \$1 Million	35%	15%	50%

2. All funds to which the Inventors will be entitled, pursuant to the provisions of this Memorandum of Understanding, will be distributed to them at the next bi-annual royalty distribution by the

University based on the date of receipt thereof by the University;

3. The University will provide the Inventors with an annual accounting, and the Inventors may have access to examine the records of the subject account during normal business hours;
4. The undersigned representative for the University's Technology Commercialization group has present authority to commit University resources necessary to assess the Invention and, if warranted, secure the subject patent, and said commitment is hereby made;
5. The parties agree to act in good faith, mindful of their mutual and respective interest, and carry out the provisions of this Memorandum of Understanding;
6. As holder of exclusive rights in the subject invention, the University will exercise reasonable judgment in the management of said invention and patent rights pertaining thereto, and the University will make reasonable efforts to consult the Inventors concerning events and decisions that impact on the subject matter of this agreement;
7. Failure of the University to expend reasonable efforts to license or otherwise secure commercial benefits with respect to any invention subject to this agreement within twenty-four (24) months following issuance of any corresponding patent will result in transfer of ownership of the invention to the Inventors; and,
8. The provisions of the Wayne State University Patent Policy Statute, adopted July 11, 1984, are adopted in full as though set forth herein, and said provisions are considered binding on the parties, other provisions of this Memorandum notwithstanding.

FURTHER, the University administration will use its best efforts to secure whatsoever Board authorization and approval is necessary for the University to carry out the terms of this Memorandum of Understanding.

Wayne State University

Date: _____ By: _____

Lindsay Klee

Executive Director,
Technology Commercialization

Witness

Date: _____

Inventor

Witness

Date: _____
Inventor

Witness

Date: _____
Inventor

Witness

Date: _____
Inventor

Witness

WSU ROYALTY DIVISION AGREEMENT

The undersigned, WSU employees who participated in this technology development, do hereby agree to the following division of royalty distribution as between and among ourselves, after having made reimbursement payments for costs and expenses consistent with the Wayne State University Patent Policy and proportionate to our respective contributions:

	%
	%
	%
	%
TOTAL	100%

IN WITNESS WHEREOF, we have here to set our hand and seal on this _____ day of _____, 2023.

Name

Witness

Name

Witness

Name

Witness

Name

Witness

Name

Witness

WSU File No.: