

# ICO Newsletter

## SPONSORED RESEARCH FAQ

- Q:** Does Stanford retain ownership of all inventions resulting from on-campus research?  
**A:** Generally, yes. Stanford's policy is to retain intellectual property rights for inventions and creations arising out of sponsored research. Because many research laboratories are funded by multiple sponsors, keeping track of conflicting obligations would be administratively impossible if Stanford did not retain title. In addition, the policy enables Stanford to ensure that its resources are used primarily for purposes of research and education. Finally, Stanford's research community benefits from fees and royalties generated by licensing.
- Q:** Who pays patent filing and maintenance fees?  
**A:** Generally, the sponsoring company if it is interested in acquiring rights to the invention. Otherwise, licensees often share patent costs. In certain instances, Stanford does pay patent costs in anticipation of future recovery through licensing.
- Q:** Why doesn't Stanford include license terms and fees in research agreements?  
**A:** Stanford believes that it cannot assess, before the fact, the value of an invention that has not been conceived. In addition, as a tax-exempt non-profit organization that sometimes uses bond financing, Stanford could incur certain tax liabilities if royalties don't nominally reflect the market value of an invention.
- Q:** Who negotiates license terms if there is an invention?  
**A:** Stanford's Office of Technology Licensing (OTL) (<http://otl.stanford.edu>) is responsible for negotiating all outbound rights to Stanford intellectual property.
- Q:** What is the best source for information on Stanford's patent policy?  
**A:** Stanford's policy on inventions, patents and licensing is available online at: <http://doresearch.stanford.edu/policies/research-policy-handbook/intellectual-property/inventions-patents-and-licensing#anchor-519>

## GUIDANCE ON CONSULTING AGREEMENTS

Faculty consulting agreements are viewed by Stanford as private agreements, and ICO doesn't review or advise faculty on their terms. Faculty may consult their own attorney with concerns. Stanford's Office of General Counsel (OGC) can respond to inquiries concerning consulting agreements generally, but does not offer legal advice. Faculty should be aware, and alert those hiring them to consult, of the following:

- A faculty member's primary commitment is to Stanford; a consulting agreement should not conflict with that obligation or other university rules or regulations.
- Title to all potentially patentable inventions conceived, or first reduced to practice, in whole or in part, in the course of Stanford responsibilities, or with more than incidental use of Stanford resources, must be assigned to Stanford.
- A consulting agreement should not provide the company with any access to results of Stanford research.
- Consulting activities should be as separate from Stanford research as possible.
- A consulting agreement should not delay or impair publications resulting from Stanford research.

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