

as the agent of the University, and the inventor or discoverer on a fair basis. The basis of that division might well vary in different cases, depending upon the circumstances of each case.

In all cases in which the University laboratories, materials, and facilities are used in research projects done on University time, it is assumed that the University would be entitled to a very substantial share of the proceeds. It is also assumed that discoverers and inventors in such cases would be under obligation to tender their discoveries and inventions to the Research Foundation.

On the other hand, it should be understood that discoveries and inventions made by members of the University staff on their own free time and by use of facilities outside of the University, belong to such discoverers and inventors, and that, in such cases, there is no obligation to share any proceeds with the University. But such discoverers and inventors may contract with the Research Foundation for patenting and development.

The Committee is also of the opinion that the University, under proper safeguards, may enlist the cooperation of industrial organizations in the development of well-defined research projects which originate either in the University or in the industrial organization concerned. In all such cases, the policies governing the acquisition and disposition of results should be clearly defined in advance of beginning the work. Likewise, the nature and scope of such projects, the period of investigation, and the costs to the cooperator and to the University should be clearly defined in the written agreement. Financial accounting of expenditures and receipts should be made at appropriate intervals. All such contracts should be drawn in a manner to prevent any undue delay in publishing the results of research. Such contracts should also preclude the suppression of discoveries and inventions.

Cooperative researches which originate as a result of industrial interest in investigations already under way in the University should be on a different basis from those in which the University agrees to assist the cooperator in developing ideas conceived by him. In the first class, titles to patents, resulting from such researches, should, in general, be assigned to the Foundation. Only shop rights to operate under the patents should be granted to the cooperator. The right to use these patents may also be granted to others under licenses from the Foundation on a royalty basis. In the second class of cooperative research, the patent rights are usually assigned to the cooperator on a fair contractual basis.