

BYU Technology Transfer

Disclosure Number (TTO Use Only)

CONFIDENTIAL INVENTION DISCLOSURE FORM Cover Sheet

Date: _____

Descriptive Title:

PLEASE ANSWER ALL OF THE FOLLOWING:

1. Are you aware of any sponsored research or consulting agreements that may relate to this disclosure? _____ Yes _____ No
2. Was any federal funding used in the research associated with the subject matter of this disclosure? _____ Yes _____ No

<u>Funding Source / Organization</u>	<u>Grant Number / Reference</u>	<u>Award Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Name all persons who contributed to the conception of the invention*.
Each inventor must initial each page of this invention disclosure and sign on the last page.**

** Note: The threshold question in determining inventorship is who conceived the claimed invention. Unless a person contributes to the conception of the invention, he is not an inventor. Insofar as defining an inventor is concerned, reduction to practice, per se, is irrelevant.*

Full Name	BYU Net ID	Phone	Home Address & Email Address	Status (Select One)	Citizenship
				<input type="checkbox"/> Faculty/Staff/Admin <input type="checkbox"/> Undergrad Student <input type="checkbox"/> Masters Student <input type="checkbox"/> Doctoral Student <input type="checkbox"/> Non-BYU	
				<input type="checkbox"/> Faculty/Staff/Admin <input type="checkbox"/> Undergrad Student <input type="checkbox"/> Masters Student <input type="checkbox"/> Doctoral Student <input type="checkbox"/> Non-BYU	
				<input type="checkbox"/> Faculty/Staff/Admin <input type="checkbox"/> Undergrad Student <input type="checkbox"/> Masters Student <input type="checkbox"/> Doctoral Student <input type="checkbox"/> Non-BYU	

Received by BYU Technology Transfer:

Date

TTO Licensing Professional (Name)

TTO Licensing Professional (Signature)

BYU Technology Transfer

CONFIDENTIAL INVENTION DISCLOSURE FORM

Instructions

The following Confidential Disclosure will officially document the details of an Invention and establish an official record of its conception and/or reduction to practice by the date of this submission. Complete this form as carefully and completely as possible. The information contained herein may be used in legal actions to defend the patent and will be used to determine whether BYU will pursue a patent application and/or commercial development. **Sections I (The Invention(s)), II (Advantage), and III (Detailed Description) below may also be used in the initial preparation of the patent application.** Do not withhold any key elements of the invention(s) in Sections I, II, and III. A complete description is essential to an enforceable patent. This form may suggest the necessity of additional information. If possible, please obtain such information prior to submission.

Pursuant to the BYU Intellectual Property Policy and as a condition of employment at BYU all employees (i.e., faculty, staff, administration and students) assign all rights to any Invention or Creative Work which is conceived, developed and/or reduced to practice within the scope of said employment and/or which utilizes substantial BYU resources.* An "Assignment and Royalty Agreement" to confirm the assignment and to acknowledge the university's commitment to share any royalties or other income with the inventor should be executed by each inventor, and an "Income Distribution Agreement" should be completed to designate the distribution of royalties between multiple inventors.

Note: When completed, this Invention Disclosure Form is an important legal document. Care should be taken in its preparation. If you desire assistance, call the Technology Transfer Office at (801) 422-6266. Information contained in this document is maintained in confidence by the Technology Transfer Office and normally will not be released to others except with attorney-client privilege, to research sponsors as required by contract, or under appropriate secrecy agreements, until a patent application is filed, the information is published, a determination not to file a patent application is made, or as may be required by law. The information contained should not be disclosed to others outside the university without the approval of the Technology Transfer Office.

Return the completed form to:

BYU Technology Transfer Office
3760 HBLL
Provo, UT 84602
(801) 422-6266

**** Inventions which are not within the field of employment and did not employ BYU resources should not be disclosed on this form, but a brief, non-confidential description of the Invention should be submitted to the Technology Transfer Office with a copy to the employee's chairman or director to request release of the Invention to the employee. Non-employed students have no obligation to disclose, unless they have used substantial university resources in connection with the conception and development of the invention.***

BYU Technology Transfer

CONFIDENTIAL INVENTION DISCLOSURE FORM

For all of the items below, please attach additional information as needed.

Inventor(s) should initial the bottom of each page.

Descriptive Title:

I. The Invention(s): Provide a brief description of the Invention(s) -- include the purpose of the Invention(s), any problems solved by the Invention(s), and if the Invention(s) is incorporated into, or used in combination with, a computer program.

II. Advantages: Describe the advantages of the Invention(s) over previous work.

III. Detailed Description: Provide a detailed description of the Invention(s) and how it functions -- include drawings, sketches, and flow charts if appropriate.

(PLEASE LEAVE THIS PAGE BLANK)

IV. **Previous Work:** List all patent applications and patents of the inventor(s) which are related in any way to the Invention(s).

V. **Public Disclosure:** Identify all printed publications (U.S. and foreign) in which the Invention(s) is described in whole or in part -- include names of persons (other than the inventors) or entities to whom the Invention(s) has been disclosed (FOR EACH, PLEASE INDICATE IF A NON-DISCLOSURE AGREEMENT WAS SIGNED), and dates of the disclosure, including the date, if any, of the first public use or offering for sale. Provide details of any plan to submit a report, abstract, paper, or thesis of this Invention(s) for presentation at a conference or to a research sponsor.

VI. **Funding:** Identify ALL funding source(s) for the project under which the invention(s) was made. If any proprietary material (e.g., cell line, antibody, plasmid, computer software, or chemical compound) obtained from outside your laboratory was used to develop this invention(s) under a restrictive written or oral transfer agreement (other than a normal purchasing agreement), please attach a copy or summary of that agreement. **Indicate if BYU is under any obligation through a research contract, etc. to license or assign the Invention(s).**

VII. **Marketing:** Describe where and how the Invention(s) is to be used -- include names and contact information for any individual or organization that might be interested in licensing a patent to the Invention(s) and list any foreign countries where patent protection is, or may be, desired.

VIII. **Other:** Provide any other information that you feel is relevant to the Invention(s) or to the protection or commercialization of the Invention(s).

INVENTION ASSIGNMENT

WHEREAS, the Assignor(s) (listed below and each referred to as "Assignor") have made an invention(s) (the "Invention(s)"), entitled:

and described in the attached Invention Disclosure Form. If the Invention(s) described in the Invention Disclosure Form are included in a patent application, the identifying information of the patent application ("Filed Application") is provided below:

Application No. _____, Filed on _____, and Attorney Docket No. _____.

WHEREAS, Brigham Young University, a corporation duly organized under and pursuant to the laws of Utah, and having its principal place of business at 3760 Harold B. Lee Library, Provo, UT 84602 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the Filed Application identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the Filed Application identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b) – (e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests that the Assignee, or a duly appointed representative, insert in the spaces provided above the filing date, the application number, and the attorney docket number of the Filed Application when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Signature of Brigham Young University Technology Transfer Representative:

Signature: _____

_____ Date

Name: _____

(ASSIGNOR SIGNATURES ON NEXT PAGE)

Assignor(s):

1. Signature: _____

_____ Date

Name (Printed): _____

2. Signature: _____

_____ Date

Name (Printed): _____

3. Signature: _____

_____ Date

Name (Printed): _____

4. Signature: _____

_____ Date

Name (Printed): _____

5. Signature: _____

_____ Date

Name (Printed): _____

6. Signature: _____

_____ Date

Name (Printed): _____

7. Signature: _____

_____ Date

Name (Printed): _____

8. Signature: _____

_____ Date

Name (Printed): _____