
The title change mirrors the additions and format changes aimed at illuminating the University’s policies and your responsibilities and options regarding the rights of intellectual property generated from your research efforts.

We have clarified the differences in provisions regarding federal versus non-federal agreements and added information pertinent to material transfer agreements, copyrights, and computer software. Copies of the current Research Compliance Agreement, Invention Disclosure Report, and Software Development Disclosure Report forms can be found in the Appendices.

I urge you to take a few minutes to read and become familiar with the University’s updated policies and procedures for handling intellectual property. I hope that you will find this new Red Book a valuable resource. Please let me know how we can make this guide even more helpful to you.

Sincerely,

Virginia S. Hinshaw
Dean/Senior Research Officer
UW–Madison Graduate School

The UW–Madison Red Book is distributed to all deans, directors, department chairs, faculty, and academic staff with active awards. Additional copies are available from department offices or through the Office of Research and Sponsored Programs website at http://info.gradsch.wisc.edu/rsp
Table of Contents

I. Introduction
The University's mission of discovering and transmitting knowledge to the public is enhanced through its policies regarding patents and copyrights on intellectual property and tangible products of research.

II. Background
The University does not claim ownership rights in intellectual property of its faculty, staff and students produced during research, except as required by funding agreements or other University policies.

III. Ownership Rights Under Extramural Grants and Contracts
A) Federal Agreements
In general, under federal law the University, through its designated patent agent, the Wisconsin Alumni Research Foundation, has first right to retain title to any inventions conceived or made in whole or in part during federally funded research. Computer programs which are patentable fall within this dictate as do plants protectable under the Plant Variety Protection Act.
There is no unified federal policy regarding rights to other research products such as data banks and copyrighted computer programs produced during federally funded research.

B) Non-federal Agreements
Ownership of intellectual property or tangible products of research generated during the course of non-federally funded research varies widely and is defined by the terms of the agreement. Principal investigators must consider potential conflicts when funds from more than one source are co-mingled to support the same or similar research activity.

C) Consortium Agreements
Since consortium agreements involve multiple sponsors and, often, multiple researchers, intellectual property rights under such agreements must be carefully structured.

D) Material Transfer Agreements
Increasingly, companies are requiring that researchers and the University sign MTAs to receive company biological or other research materials. These MTAs typically restrict the use of the materials and prohibit redistribution of the materials to other researchers. It is essential that researchers examine all commitments made in the agreement considering past and future obligations related to funding.

E) Data, Research Records, Laboratory Notebooks, and Other Similar Products of Research
Under University policy, ownership of raw data, laboratory notebooks and other research records may not be transferred to a third party.

IV. Responsibilities for Review of Proposals and Awards
Review by the cognizant Dean of proposals developed by a principal investigator must include determinations as to whether a proposed project has a direct relation to other previously funded projects in regard to the disposition of intellectual property rights.
V. Requirement to Disclose
Persons making inventions, certain computer programs, or mask works are required to file disclosure reports with the University.

VI. The Role of the Office of Research and Sponsored Programs
The Office of Research and Sponsored Programs (RSP) reviews all grant and contract documents for compliance with University policy. The principal investigator, by signing the Transmittal Form, agrees to abide by the terms of the grant or contract.

VII. The Role of the Wisconsin Alumni Research Foundation
The Wisconsin Alumni Research Foundation (WARF) is an independent, non-profit Wisconsin corporation which has been designated by the University of Wisconsin–Madison as the agency responsible for the management of inventions or discoveries made in whole or in part with federal assistance. WARF's intellectual property managerial capabilities are also available to researchers whose work is not federally supported.

VIII. The Role of the Office of University-Industry Relations
The Office of University-Industry Relations (UIR) is responsible for determining the disposition of the intellectual property rights and for any required notification, whether to the federal government or other extramural sponsors.

IX. Contact Points for Further Documents and Information

<table>
<thead>
<tr>
<th>Document</th>
<th>Contact Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Researcher Compliance Agreement</td>
<td>Dean's Office</td>
</tr>
<tr>
<td>Invention Disclosure Report</td>
<td>University-Industry Relations</td>
</tr>
<tr>
<td>Software Disclosure Report</td>
<td>University-Industry Relations</td>
</tr>
<tr>
<td>Annual/Final Invention Statement</td>
<td>Office of Research and Sponsored Programs</td>
</tr>
<tr>
<td>Extramural Support Transmittal Form</td>
<td>Office of Research and Sponsored Programs or Dean's Office</td>
</tr>
<tr>
<td>Disclosure to Sponsoring Agency</td>
<td>University-Industry Relations</td>
</tr>
<tr>
<td>WARF Policies and Procedures</td>
<td>Wisconsin Alumni Research Foundation</td>
</tr>
<tr>
<td>Existing Intellectual Property Policies</td>
<td>Office of Administrative Legal Services or</td>
</tr>
<tr>
<td></td>
<td>Office of Research and Sponsored Programs</td>
</tr>
</tbody>
</table>

X. APPENDICES

A) Researcher Compliance Agreement

B) Invention Disclosure Report Form

C) Software Development Disclosure Report
   a. Routing Memo Form
   b. UW-Madison Software Development Disclosure Report Form
University of Wisconsin–Madison
Intellectual Property Policies
and Procedures for University Research

I. INTRODUCTION

The University's mission of discovering and transmitting knowledge and providing service to the public creates an environment that is conducive to the conception and development of many forms of intellectual property. Often, the results of our research effort have commercial value, which is enhanced through the use of patents, copyrights or other forms of protection.

This manual sets forth relevant information about University policies, as well as the nature of faculty, staff, and student responsibilities regarding intellectual property rights and the procedures to be followed in reporting inventions and copyrightable materials arising from University research. If, after reading this document, further information or guidance is necessary, you are encouraged to contact the Office of Research and Sponsors Programs (RSP) in the Graduate School.

II. BACKGROUND

Except as required by funding agreements or other University policies, the University does not claim ownership rights in the intellectual property generated during research by its faculty, staff, or students. This policy has proven beneficial to the University, the public, and the creators of such property. If there are no specific written agreements or policies to the contrary, the researcher at the University is free to dispose of the rights in the manner of his or her own choosing. The University retains the right to use the tangible products of research conducted as a University activity for its education and research mission.

Much University research is funded by outside parties (extramural sponsors) through formal grants and contracts, with federal agencies constituting the major funding source. The Board of Regents of the University of Wisconsin System is the legal recipient of all research grants and contracts from extramural sponsors and, as such, has a legal responsibility for complying with all the terms and conditions of the awards. Under University procedures, by signing the Addendum to Extramural Support Transmittal Form (T-Form), the principal investigator agrees to comply with such terms as a condition of participating in the research and as part of his or her University duties and responsibilities. The principal investigator further agrees to accept the responsibility for assuring that other participants in the funded research also agree to such terms and conditions. The agreement (Researcher Compliance Agreement) developed for this purpose is an addendum to the T-Form; a copy is included in Appendix A.

III. OWNERSHIP RIGHTS UNDER EXTRAMURAL GRANTS AND CONTRACTS

A) Federal Agreements

Rights to Inventions
In general, federal law and regulations provide that the University has first right to retain title to any inventions conceived or made in whole or in part during federally funded research. Federal law and regulations further provide a single policy document and uniform policies for virtually all federal grants and contracts. Computer programs which are patentable are covered by the federal law as are plants protectable under the Plant Variety Protection Act.

Because the law requires that the University initiates appropriate patent action for each invention, and because the co-mingling of federal support with other extramural funds limits the rights available to another extramural sponsor, it is essential that University researchers become familiar with the requirements of the law. The following is a summary of the most relevant provisions of the law.

1. The law gives a university or its designated patent management organization a first right of refusal to ownership of inventions made in performance of all federal grants and contracts unless otherwise stated in the individual funding agreement. The University of Wisconsin–Madison has designated the Wisconsin Alumni Research Foundation (WARF) as its patent management organization for this purpose.

2. The University must have written agreements with persons performing the research, other than clerical and nontechnical employees, requiring prompt disclosure of inventions. The agreement developed by
the University for this purpose is an addendum to the T-Form; a copy of the agreement is included in Appendix A.

3. The University is required to disclose any invention conceived or first actually reduced to practice in the performance of work funded all or in part by the federal government. This disclosure must be made to the funding agency within two months after the University inventor discloses it in writing to the appropriate University administrator.

4. WARE, acting as the University’s patent management organization, must elect whether or not to retain title to the invention. If WARE declines title to the invention, the rights to the invention pass to the federal funding agency that supported the research.

5. The federal agency retains a nonexclusive, non-transferable, irrevocable, paid-up world-wide license to practice or have practiced the invention for governmental purposes. The individual funding agreement may grant additional rights to the federal government.

Rights to Data Banks and Copyrights
The concept of a single policy relating to all federal grants and contracts has not yet been adopted in the area of ownership of mask works, data banks, or copyrightable works produced during the course of federally sponsored research. As the term is used in most federal grant policy manuals, “data banks” are usually those where the accumulation or creation of the data bank is an activity specifically within the scope of work of the research project. Works that may be copyrighted under Title 17 of the United States Code include reports, books, articles, design drawings and blueprints, recordings, video tapes and discs, and computer software. Mask works and semiconductor chips are covered under a separate statute. In general, the regulations and the policy statement of the sponsoring federal agency, as well as the individual funding agreement, determine ownership and any reservation of rights in data banks or copyrightable works. Federal contracts may include requirements that require marking or identification of any deliverable, whether created under the contract or not, in order to preserve the exclusive copyright ownership. For further information and copies of any policies of the funding agency, contact RSP.

B) Non-Federal Agreements
Expectations vary regarding ownership of intellectual property generated as a part of a research program sponsored by non-federal funding sources. Using funds from more than one source in support of a given research project, unless carefully evaluated and continuously monitored, may create conflicting positions regarding ownership rights among the various sponsors.

In any agreement with an extramural research sponsor, the principal investigator must consider the existing contractual obligations of the University or the researcher(s). This is especially important where the agreement under negotiation is for research which has the same or similar purpose as research conducted using personnel or resources that are funded, however minimally, by another sponsor. Obligations under existing federal or other extramural sponsorship agreements must be identified and reconciled with the agreement under negotiation. Failure to reconcile potentially conflicting claims to ownership of intellectual property may result in a lawsuit for breach of contract against the University and damage the professional reputation and credibility of the researcher.

If a research laboratory, group, or investigator has federal funding for research, the University presumes that any invention arising during the same time period as the term of the federal funding is subject to the federal law and regulations discussed above. When the same or similar research is supported with federal funds, however small the amount, a non-federal sponsor may receive rights to an invention only as is consistent with the federal law. This may be accomplished through a licensing agreement obtained from WARE. For copyrightable works from research supported in part with federal funds, a non-federal sponsor may receive only such rights as are not reserved by the federal funding agency’s regulations or the federal funding agreement.

C) Consortium Agreements
Another method of funding research is the research consortium. A consortium consists of a group of institutions or companies acting together to investigate an area of common interest. In the typical University research consortium, each outside sponsor contributes a specific amount of funding annually to support a research project or program. Typically, consortia are used to pursue a general area of research that is of interest to a large group of sponsors and draws together many University researchers. Because of the variety of sponsors and the number of researchers that may be involved, intellectual property rights under consortium agreements must be carefully structured and researchers should seek advice from appropriate University offices.

D) Materials Transfer Agreements
Increasingly, companies are requiring that researchers and the University sign a materials transfer agreement (MTA) to receive company biological or other research materials. These MTAs typically restrict the use to which the materials may be put and prohibit redistribution of the materials to other researchers. MTAs for materials being furnished to the University are similar in effect to company research funding agreements and are processed by the University in the same way, using an Extramural Support Transmittal Form.

Problems can arise when an MTA also provides for a grant back to the company of a license for the use, or
ownership, of new materials or inventions made by the researcher. As with funding agreements, it is essential that the researcher carefully examine all commitments made in the MTA in light of past and future obligations relating to funding. If materials received from one company and covered by an MTA are to be used in research funded under a consortium or a grant from another company, access rights to inventions must not conflict.

If an invention covered by an MTA was supported with federal funding, the invention must be disclosed to the University and WARF in the normal way, and the inventors must inform the University and WARF about the MTA. WARF is not obligated to take any particular invention submitted to it, and the federal funding agency has the opportunity to take title to inventions declined by WARF. If title to an invention were to be taken by a federal funding agency, the agency would not be bound by the terms of an MTA. Therefore, the researcher and University must take care not to make promises in an MTA that the federal funding agency may not be willing to honor. In contrast, if WARF accepts an invention that is subject to an MTA of which it has notice and that has been correctly processed through the University, WARF’s acceptance will be subject to the obligations of the MTA.

Under current policy, the University assumes that a researcher who transmits an MTA has read and agrees with all of its terms. Unless a provision of the MTA is inconsistent with law or University policy, the University will sign the agreement.

E) Data, Research Records, Laboratory Notebooks, and Other Similar Products of Research

Subject to restrictions imposed by federal statute or other prior agreements, the researcher may assign rights in patents, copyrights, and mask works that are made as a part of sponsored research. However, ownership of raw data and other immediate products of the research, such as lab books and other research records generated during the research, may not be given up. Because the mission of the University and, therefore, the goal of all University research, is the discovery and dissemination of knowledge, both the University and its faculty, staff, and students have an obligation to publish the results of University research. Allowing a sponsor to own the raw data of the research effectively forecloses the ability to publish. Therefore, under University policy, ownership of such materials may not be transferred to a third party. Certainly, access to the data or other research materials may be granted to the sponsor and, if appropriate, the sponsor may be authorized to use such material freely.

IV. RESPONSIBILITIES FOR REVIEW OF PROPOSALS AND AWARDS

When developing proposals, the principal investigator must carefully consider any concurrent and previously funded projects, as well as any individual agreement(s) (such as a consulting agreement), the principal investigator may have. The principal investigator should not knowingly develop a project proposal in which the subject matter would create a conflict regarding intellectual property rights assigned in other agreements, including any individual agreements. Review by the Dean or Director, or designated representative, should include a determination of whether the proposed project has a direct relation to any other previously funded projects in which intellectual property rights were assigned to the sponsor of the research.

When the University receives an award document from a sponsor, the principal investigator should give special attention to the intellectual property rights clause to assure that similar rights have not previously been assigned to another extramural sponsor or to anyone for whom the researcher(s) have done consulting. Principal investigators and others involved in the research should also consider whether the assignment of intellectual property will have an adverse impact on their ability to seek future funding from other sponsors.

V. REQUIREMENT TO DISCLOSE

To assure the University’s ability to comply with obligations arising under federal laws or in extramural sponsor agreements, faculty, staff, and students participating in sponsored research are required as a condition of such participation to file disclosure reports for any invention or discovery that was made during the course of his or her University activities. The principal investigator for a sponsored research grant is responsible for assuring that a disclosure form is filed for any such discovery. The person filing the form is responsible for providing complete and accurate information as required on the form, and transmitting the form to University-Industry Relations (UIR). UIR is responsible for determining the disposition of the intellectual property rights and for any required notification, whether to the federal government or other extramural sponsor. A sample of the form used to disclose inventions is found in Appendix B.

Computer software may be an invention (i.e. patentable) and covered under the federal law. Additionally, computer software and other types of copyrightable soft materials may be subject to intellectual property rights set forth in the sponsorship agreement. Before making any disposition of rights to copyrightable material produced under extramural support.
and as part of the funded research, the principal investigator should fill out a disclosure report and submit the form to UIR for an equity determination. A sample of the form that may be used to request an equity determination for software, including computer software, is found in Appendix C.

VI. THE ROLE OF THE OFFICE OF RESEARCH AND SPONSORED PROGRAMS

The Office of Research and Sponsored Programs (RSP) administers grants and contracts for sponsored University research. RSP reviews grant and contract documents to assure that the disposition of intellectual property complies with any federal requirements and University policy.

RSP endeavors to protect the rights of extramural sponsors by ensuring that principal investigators and all project staff, except clerical and non-technical, sign an agreement that states that they will comply with the intellectual property provisions of the specific agreement between the University and the Sponsor. RSP obtains the principal investigator’s agreement and signature through the “Addendum to Extramural Support Transmittal Form” (T-Form) at the time the project is routed for University approval. The principal investigator is responsible for obtaining appropriate signatures from project staff prior to their commencing work on the project. The principal investigator is also responsible for maintaining a copy of the agreement reflecting project staff signatures. Principal investigators should remember that they may not obligate the intellectual property of project staff unless such staff have signed an intellectual property agreement prior to commencing work. While obtaining project staff signatures may not seem important at the time a grant or contract is being processed and may be far removed from the actual making of an invention or creation of other intellectual property, it in fact is very important. Failure to get such signatures can lead to a lawsuit for breach of contract and may also jeopardize a patent or copyright or other types of intellectual property protection.

VII. THE ROLE OF THE WISCONSIN ALUMNI RESEARCH FOUNDATION

The Wisconsin Alumni Research Foundation (WARF) is an independent, non-profit, non-stock Wisconsin corporation organized in 1925 by University alumni and faculty. WARF’s mission is to support the University through a program of grants to the Graduate School, as well as assisting University faculty, students, and staff in protecting and commercially marketing their intellectual property. WARF is capable of handling all forms of intellectual property including patentable materials or processes, copyrightable materials such as computer software and multimedia works, and other non-patented products such as biological materials. WARF does not itself develop or manufacture any products, copyrightable works, or biological materials. Instead WARF licenses intellectual property to industrial partners. WARF is also able to take an equity position in start-up companies (usually in lieu of up-front licensing fees) to which WARF licenses University intellectual property.

WARF is an outstanding resource that is available to the entire University research community whether or not federal funding was involved in the development of intellectual property. However, the existence of federal funding or other contractual obligation may require that intellectual property rights be assigned to WARF.

If a patent is to be considered, for reasons of foreign and United States patent law, the best time to bring technology to WARF is before any public or other, non-confidential communication of it. Non-confidential communication may put the invention into the public domain outside of the United States. Even if only a United States patent is to be considered, any publication, public use, sale, or offer to sell an invention will place the invention in the public domain unless a patent application is filed within one year of the public event.

Upon acceptance of a properly cleared invention or software disclosure, WARF provides a payment to be divided equally among the creators, i.e., inventors or authors. If WARF generates income from technology assigned to it, WARF pays a percentage of that gross income directly back to the individual researcher or the group of researchers who assigned the technology to WARF. This is private income for the researchers. The other licensing income, combined with WARF income from other sources, is provided to the University. By University policy, a portion of this money is provided to the unit(s) in which the technology was created. The remainder of the gift is administered by the Graduate School in support of research.

VIII. THE ROLE OF THE OFFICE OF UNIVERSITY-INDUSTRY RELATIONS

The Office of University-Industry Relations (UIR) formerly University-Industry Research Program, was established in 1963. The mission of the UIR is to establish and maintain the most productive relationship possible between the private sector and the University of Wisconsin—Madison in order to foster industrial and economic development, assist in technology transfer, and secure private support for University research activities.
UIR is the office on campus to which all disclosures should be sent. To protect inventors and the University, the UIR conducts an equity review, which is a review of the funding history of inventions to determine what obligations may attach to the inventions. UIR has the responsibility of forwarding disclosures to WARF, and notifying the federal government and/or other parties mandated by contract.

IX. CONTACT POINTS FOR FURTHER DOCUMENTS AND INFORMATION

This document briefly describes the University's policies regarding intellectual property created during research. You are encouraged to contact the offices identified in the Introduction if you have questions or would like more information regarding University research. The following materials are also relevant to intellectual property created during research. Forms, additional written materials, and information regarding the form may be obtained from the office listed below:

Researcher Compliance
  Agreement (Form) .................. Dean's Office
Invention Disclosure Report (Form) ........ UIR
Software Development Disclosure
  and Report (Form) .................. UIR
Annual/Final Invention Statement (Form) .... RSP
Extramural Support Transmittal Form
  and Addendum (T-Form) .... RSP or Dean's Office
Disclosure to Sponsoring Agency ............... UIR
WARF Policies and Procedures ............... WARF
General Administrative Policies Relating
to Intellectual Property .... Office of Administrative
  Legal Services or RSP
Appendix A

UNIVERSITY OF WISCONSIN–MADISON

Researcher Compliance Agreement

All Project Participants: In order for the University to carry out its obligations, and as a condition of and in consider-
eration of my participation in this extramurally sponsored research or other activity at the University of
Wisconsin–Madison, I hereby agree to disclose promptly to the University any invention, computer software, or
mask work made by me in whole or in part, whether solely or jointly with others, during and in the course of such
extramurally supported research or other activity. I further agree that I will comply with the provisions of any
agreement between the University and the sponsor, and will cooperate in assuring that the sponsor’s rights in
intellectual property are fully protected. I confirm that I am now under no obligation to any other person or extra-
mural sponsor with respect to any rights in inventions, discoveries, or copyrightable material which are in conflict
with the subject agreement or project proposal.

Principal Investigator: As the principal investigator of the extramurally sponsored project, I shall require that all
persons participating in the project, other than clerical and nontechnical, at the time of award or prior to commen-
ing work on the project, sign a copy of this Agreement and become familiar with the terms and conditions in the
agreement between the extramural sponsor and the University pertinent to the project, including intellectual prop-
erty provisions, and with the University’s policies concerning sponsored research. To secure project staff signatures,
principal investigators may use a copy of this document or the same version appearing in the University’s

PROJECT STAFF SIGNATURES AGREEING TO THE TERMS OF THE FIRST PARAGRAPH:

NOTE: The Office of Research and Sponsored Programs will assure that this agreement is on file for each principal
investigator. The principal investigator is responsible for maintaining a copy of this agreement reflecting project
staff signatures.
Appendix B
UNIVERSITY OF WISCONSIN-MADISON
Invention Disclosure Report

Please type and complete by answering all questions on form.
This form may also be downloaded via the internet at: http://www.wisc.edu/uir

To be reviewed by University-Industry Relations (UIR). This information is needed so that the investigators and University can discharge their legal obligations to the federal government and any extramural sponsors of research.

Date: ___________________________ WARF case number (if available): P-________________

1. Person filing this report:
NAME:
TITLE AND DEPARTMENT:
CAMPUS ADDRESS:
E-MAIL ADDRESS:
CAMPUS PHONE NUMBER:

2. Short descriptive title of invention.

3. Full name and address of all University employees or students and any non-University personnel who have worked on the invention by conceiving or elaborating on the idea, designing experiments, evaluating experimental results, contributing features while first building a device or performing a method, or otherwise directly contributing to the invention beyond merely providing funds, work space, or entirely directed labor. If any person holds a joint appointment with any other university, a company or governmental agency, or the like, note that fact.

A.  

<table>
<thead>
<tr>
<th>First name</th>
<th>Middle name*</th>
<th>Last name</th>
</tr>
</thead>
</table>

Nature of contribution

Work address

Home address

Work phone number

Home phone number

Fax number

E-mail address

Title and department affiliation(s)

Citizenship

*Please indicate if no middle name.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)
### Appendix B

#### B.

<table>
<thead>
<tr>
<th>First name</th>
<th>Middle name*</th>
<th>Last name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Nature of contribution**

<table>
<thead>
<tr>
<th>Work address</th>
<th>Home address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work phone number</th>
<th>Home phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax number</th>
<th>E-mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Title and department affiliation(s)**

<table>
<thead>
<tr>
<th>Citizenship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

---

#### C.

<table>
<thead>
<tr>
<th>First name</th>
<th>Middle name*</th>
<th>Last name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Nature of contribution**

<table>
<thead>
<tr>
<th>Work address</th>
<th>Home address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work phone number</th>
<th>Home phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax number</th>
<th>E-mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Title and department affiliation(s)**

<table>
<thead>
<tr>
<th>Citizenship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

---

*Please indicate if no middle name.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)
4. Provide in the space below a concise abstract of the invention. The abstract should convey a clear understanding, to the extent known, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. Your abstract will be provided, when required, to sponsoring agencies.

5. State the chief objectives or results to be achieved by this invention.

6. Chronology of principal events in conception and developments:

   (a) Earliest known conception date (reference to substantiating evidence desirable):

   (b) Date of any public disclosure (orally, in writing, or in any other manner.) If so, to whom?
       Date:

   (c) To the extent not identified in (b) identify date and place (e.g., particular periodical) of any publication regarding invention (whether publication has occurred or is projected), or any other public disclosure (e.g., poster session or talk).

   (d) First written record pertinent to invention:

   (e) Date and result of first test of the invention. If invention is a process, its first test is the first successful trial; if a composition of matter or a compound or a machine, article or device, its first test is its first creation and evaluation with respect to new or improved properties or behavior:
7. List the sources and amounts of all federal and non-federal grant or contract funds used to support the persons identified under question 3 during the period starting with the beginning date noted in question 6a and continuing to the present, whether or not used in the making of the invention. Identify each source by sponsoring agency, agency grant or contract number (if applicable) and UW account number. (A computer-generated listing of research funding may be available for each University faculty member through the appropriate academic dean's office. If the computer listings are complete, they may simply be attached in response to this item.)

<table>
<thead>
<tr>
<th>SPONSORING AGENCY</th>
<th>AGENCY NUMBER</th>
<th>UW ACCOUNT NUMBER</th>
</tr>
</thead>
</table>

8. Identify which of those sources listed in question 7 contributed to the making of the invention. Sources of the relevant portions of salaries and of money for supplies and services all should be considered. Equipment funded specifically for the project also should be considered. It may be convenient to number the sources listed in question 7 and simply refer here to the appropriate numbers. If a research laboratory, group, or investigator has federal funding for research, the University presumes that any invention arising during the same time period as the term of the federal funding is subject to the federal law and notification of the invention to those federal agencies by the University will be made. Thus, all federal funding that is concurrent with the invention period should be noted here as contributing to the making of the invention.

9. Of those federal agencies identified in question 8 above (if any), indicate the federal agency which is the primary funder for the invention.

Primary federal agency: __________________________________________________________

Agency number: ________________________________________________________________

UW fund/Acct. no.: _____________________________________________________________

10. Identify any agreements that you have entered into with any funder identified in question 8, along with any other agreement that you believe may grant a right of any sort in this invention to a company or other non-governmental party (material transfer agreements, commercially sponsored research agreements, consortia agreements, consulting agreements, etc.)
11. Identify the department(s), center(s), and/or institutes(s) that supported the work. Include all units that provided administrative support and/or space.

<table>
<thead>
<tr>
<th>DEPT/CENTER/INSTITUTE</th>
<th>SCHOOL/COLLEGE</th>
<th>UW UDDS CODE</th>
</tr>
</thead>
</table>

Signature of person filing report: 

Type or print name: 

Date: 

THIS INVENTION DISCLOSURE REPORT SHOULD BE FORWARDED TO:

Director
University-Industry Relations (UIR)
Room 1215 WARF Building
CAMPUS

IF THE INVENTION HAS OR IS GOING TO BE DISCLOSED TO WARF, A COPY OF THE INVENTION DISCLOSURE REPORT SHOULD ALSO BE SENT TO WARF AT THE ADDRESS BELOW:

Wisconsin Alumni Research Foundation
Attn: Patent Secretary
P.O. Box 7365
Madison, WI 53707

THE PERSON FILING THIS REPORT SHOULD ALSO DISTRIBUTE COPIES OF THE COMPLETED INVENTION DISCLOSURE REPORT TO ALL INDIVIDUALS WHO WORKED ON THE INVENTION AS IDENTIFIED IN QUESTION 3.
Appendix C

Software Development Disclosure Report Routing Memo:

RE: __________________________________________________________

(Brief descriptive title of invention)

Authors: ________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

Attached is a Software Development Disclosure Report form disclosing to the University of Wisconsin–Madison the software identified above, which grew out of the work of the author or authors listed, pursuant to University duties. This Disclosure Report is submitted to assure that the authors and the University comply with any terms and conditions of all extramural funding or sponsorship agreements.

The Software Development Disclosure Report form is to be routed to the Director, University-Industry Relations.

Routing:

1. Sent to: Director
University-Industry Relations
Room 1215 WARF Office Building
CAMPUS

Date:_________
UNIVERSITY OF WISCONSIN–MADISON
Software Development Disclosure Report

To be reviewed by University-Industry Relations. This information is needed so that the investigators and University can discharge their legal obligations to any extramural sponsors of research.

Date: __________

1. Person filing this report

NAME: ____________________________
TITLE AND DEPARTMENT: __________
CAMPUS ADDRESS: __________________
E-MAIL ADDRESS: _________________
CAMPUS PHONE NUMBER: __________

2. Brief descriptive title of software.

3. Full name of all University employees or students and any non-University personnel who have worked on the software. If any person holds a joint appointment with any other university, a company or governmental agency, or the like, note that fact. Provide each person’s address, University title and department, and a brief description of the person’s contribution to the development of the software.

NAME: ____________________________
ADDRESS: __________________________
TITLE AND DEPARTMENT: __________
NATURE OF CONTRIBUTION: __________

NAME: ____________________________
ADDRESS: __________________________
TITLE AND DEPARTMENT: __________
NATURE OF CONTRIBUTION: __________

NAME: ____________________________
ADDRESS: __________________________
TITLE AND DEPARTMENT: __________
NATURE OF CONTRIBUTION: __________

(ATTACH ADDITIONAL SHEETS IF NECESSARY)
4. Provide in the space below a concise abstract describing the software. Your abstract will be provided, when required, to sponsoring agencies.

5. Give an account of the major stages in the writing of the software, with dates, from the beginning through to the completion of the current version. Note who contributed at each stage.

6. List the sources and amounts of all federal and non-federal grant or contract funds used by persons identified under question 3 during the period spanned by the events described in question 5, whether or not used in the developing of the software. Identify each source by sponsoring agency, agency grant or contract number (if applicable), and UW account number. (A computer-generated listing of research funding may be available for each University faculty member through the appropriate academic dean's office. If the computer listings are complete, they may simply be attached in response to this item.)

<table>
<thead>
<tr>
<th>SPONSORING AGENCY</th>
<th>AGENCY NUMBER</th>
<th>UW ACCOUNT NUMBER</th>
</tr>
</thead>
</table>
7. Identify which of those sources listed in question 6 contributed to the development of the software. Contribution to salaries and such things as supplies and services all should be considered. Equipment supplied specifically for the project should also be considered. It may be convenient to number the sources listed in question 6 and simply refer here to the appropriate numbers.

8. Identify any agreements that you have entered into with any funder identified in question 6, along with any other agreement or relationship that you believe may grant a right of any sort in this software to a company, source of underlying software, etc.

9. Identify the department(s), center(s), and/or institute(s) that supported the work. Include all units that provided administrative support and/or space.

| DEPT/CENTER/INSTITUTE | SCHOOL/COLLEGE | UW UDDS CODE |
Signature of person filing report: 

Type or print name: 

Date: 

THIS SOFTWARE DEVELOPMENT DISCLOSURE AND REPORT SHOULD BE FORWARDED TO:

University-Industry Relations  
Room 1215 WARF Office Building  
CAMPUS 

AND COPIES DISTRIBUTED TO ALL INDIVIDUALS WHO HAVE WORKED ON THE SOFTWARE LISTED IN QUESTION 3.