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## A Handbook for INVENTORS and INNOVATORS: Technology Commercialization at the University of Nebraska–Lincoln

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# A handbook for INVENTORS and INNOVATORS

Technology Commercialization at the University of Nebraska–Lincoln





NUtech Ventures is the intellectual property and commercialization affiliate of the University of Nebraska–Lincoln. NUtech Ventures' mission is to facilitate the commercialization and practical use of innovations generated through the research activities at the university.

NUtech has created this handbook to help guide you through the invention disclosure, intellectual property (IP) protection, and commercialization processes.

This handbook is a researcher's guide to the hows and whys of technology transfer at the university. Researchers perform groundbreaking research every day, resulting in many novel inventions. Those inventions are considered IP and have potential value, which must be properly protected in order to commercialize.

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## **Message from the Executive Director**

NUtech Ventures' mission is to commercialize technologies generated from the research and creative activities of the University of Nebraska-Lincoln. Namely, NUtech Ventures seeks to facilitate the transfer of innovations from the "lab to the marketplace" for the benefit of society. This is an exciting objective as our institution expends nearly \$300 million each year on research, which inevitably leads to cutting edge technologies, new products, and programs. The innovations of university researchers impact the region, nation, and internationally by promoting economic development and improving quality of life.

Whether you're interested in seeing your innovations licensed, in starting a company, or securing developmental funding for your cutting-edge research, our team can help you connect with potential partners, entrepreneurs, and resources.

We trust you will find this handbook to be a useful reference guide as you conduct your innovative work. I also would invite you to engage our team early and often in your research to benefit from the commercialization and technology development support we can provide.

Sincerely,

Brad Roth. Ph.D. Executive Director, NUtech Ventures Associate Vice Chancellor for Technology Development University of Nebraska-Lincoln





#### .... Commercialization

Technology Commercialization is the 'transfer' of inventions from a research environment to one of product development and commercialization. NUtech Ventures follows a process of identifying, evaluating, protecting, marketing, and licensing intellectual property to startup or existing companies. Inventions that develop and move through the commercialization process and toward the marketplace are considered innovations. Innovations can have a positive impact on society and improve the lives of the general public through the products they enable. Through the use of a robust disclosure analysis, prior art searching, and market research, NUtech is able to push disclosed inventions into a commercialization process, where they are poised to provide societal benefit.

# .... Technology Transfer Process







**Raise** – Raise the quality of life and enhance the public good through practical application of innovation.



**Recruit & Retain** – A strong innovation support system is an asset in recruiting and retaining the best and brightest faculty.



**Revenue** – A portion of the commercialization proceeds, after expenses, is distributed to the innovators, their department(s), and to support further research.



**Promote** – Promote regional, national, and international economic growth and development.



Research Funding Potential – NUtech Ventures, along with its partners in Industry Relations and Nebraska Innovation Campus (NIC), has many industry partners. NUtech Ventures' existing and continually expanding relationships can potentially develop into

opportunities for industrysponsored research funding.





#### : Resources

The University of Nebraska–Lincoln expends nearly \$300 million dollars of research funding every year. It has established a system of resources for faculty, staff, and entrepreneurs to further research and ultimately facilitate the commercialization of innovations. The goal is the transfer of many innovative and valuable contributions to society.

#### Researchers, Faculty, and Staff

Innovation begins with you. Whether you are conducting research funded by a government agency; creating a new software as part of your day-today work; or participating in the development of a new plant variety or other innovative work, you are an innovator and the critical starting point in the commercialization process.

#### **Office of Sponsored Programs**

The Office of Sponsored Programs (OSP) supports faculty researchers by providing assistance in obtaining grants for research, complying with the research agreement requirements, managing the financial aspects of each award, and closing out the agreement according to regulations. OSP also works closely with faculty to secure confidentiality agreements or non-disclosure agreements and material transfer agreements for activities with people or companies outside of the university. NUtech and OSP consult on agreements that have specific language regarding intellectual property ownership to ensure that each agreement complies with Board of Regents policy.

#### NMotion

NMotion is a mentor-driven startup accelerator program that offers seed funding, hands-on education, and access to a group of highly engaged mentors.

#### Nebraska Innovation Campus

NIC is a research campus designed to facilitate new and more in-depth partnerships between the university and private sector companies. NIC strives to be a dynamic environment where university and private sector talent transform ideas into innovation that impacts the world.

#### Nebraska Innovation Studio

Nebraska Innovation Studio is a dedicated maker space where innovators and creators of all sorts can share ideas, tools and knowledge. University faculty, students, staff, area businesses, and the local community are welcome to take part in workshops, learn how to use the machines in the space, and ultimately make things!

#### **NUtech Ventures**

NUtech Ventures serves the innovation ecosystem by identifying, evaluating, protecting, marketing, and licensing the university's intellectual property.

#### **Industry Relations**

Industry Relations focuses on connecting the resources of the university and companies with a focus on research, relationships, and the creation of shared value.

# **Sponsored Research**

A careful review of all funding sources and agreements are essential to ensuring that the technology is free to patent and/or license.

It is imperative that all funding sources are listed on the invention disclosure, whether they are federal, industry, state, departmental, or other. Often, the funding contracts will contain provisions related to invention reporting, publications, and IP ownership.

### .:: Process

#### 1) Sponsored Research Agreements

Innovation often begins with a Sponsored Research Agreement. OSP works with researchers and the funding sponsor(s) to execute a contract (the sponsored research award document) that outlines the scope of the project, funds, reporting, and intellectual property concerns. OSP works with the researchers to execute the appropriate agreement.

#### 2) Sponsored Research IP Negotiations

NUtech and OSP work together to ensure that the intellectual property of the university is appropriately protected in these agreements. Sponsored research and innovation are intrinsically linked and are two very important components in our System of Innovation.

#### **3)** Invention Disclosure

If an invention is conceived or first reduced to practice during the course of research, an invention disclosure should be submitted by the researcher to NUtech Ventures.

#### 4) Sponsored Funding Obligations

NUtech will review the contract(s) for intellectual property ownership, licensing, and revenue sharing

obligations and complete the required invention disclosure reporting to the industry or other nonfederal sponsor. Sponsoring agencies or companies often trade funding for a percentage of IP ownership or the option to license the technology before anyone else. Sometimes the contract also includes language regarding revenue sharing if the technology is ever licensed to an industry partner.

#### 5) Bayh-Dole Reports

NUtech does Bayh-Dole reporting for inventions stemming from federally sponsored research agreements.

The review and reporting that NUtech does is not the same as the final reports that inventors submit in coordination with OSP.

#### **Other relevant agreements:**

**Confidentiality Agreements** should be put in place when there is potential for the university's confidential information to be disclosed to a party outside of the university. Sometimes the topic of discussion is broad enough to bring both parties up to speed on their knowledge base, and sometimes the topics are narrow and focused on the specific invention.

**Material Transfer Agreements** are executed whenever material(s) are requested from an outside organization, or when material(s) are sent by the university to an outside organization.

# Bayh-Dole Act

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The Bayh-Dole Act was signed into law in 1980. It allows universities and other entities to own inventions made using federally sponsored research dollars. However, the U.S. government retains a royalty-free right to use the technology. The intent of this legislation was to create university and industry partnerships that transformed research into products that can be used within society for the benefit of all. Commercialization of inventions also leads to economic stimulation.

#### How do I know if my invention is federally sponsored?

An invention is federally funded if it is conceived or first reduced to practice during the scope of a federally sponsored grant. The invention must be disclosed to NUtech Ventures and reported by NUtech Ventures to the sponsoring agency within 60 days of receipt of the disclosure. The initial disclosure is only the beginning of the process

#### How does the Bayh-Dole Act effect the patenting process?

If the federal government sponsored the research that led to an invention and the subsequent patent application, the patent application must include a "Government Support Clause," which identifies the sponsoring organization and the contract number of the grant. The confirmatory license provides the government with a nonexclusive, nontransferable license for the invention to be used for limited government purpose.

#### Can these inventions be licensed?

Yes. Inventions conceived using federally sponsored research are licensable. The organization that received the grant award is still responsible for future reporting on the invention, and the licensee has to agree to abide by the terms of the Bayh-Dole Act, but those terms are not generally a barrier to commercialization.

All federal government agencies that sponsor research, including but not limited to, NASA, NSF, NIH, USDA, and DOD require compliance with the Bayh-Dole Act.

## **Funding Resources**

Sponsored research can be received from many sources. Three main categories include federal, industry, and state. Each of these categories have different requirements for reporting new inventions to the university, intellectual property ownership of research results, publication restrictions, and in some cases, royalty sharing obligations.

#### **1.** Federal Agencies

Federal research funding is obtained through a proposal process. The staff in OSP are trained to assist researchers in writing grants and the application process. OSP also monitors compliance with grant-specific reporting, budget, and close out obligations. This includes any reports specifically mentioned in the text of the award. NUtech is responsible for a separate reporting function called Bayh-Dole reporting. This reporting is only required for Federal Research Grants that result in an invention.

#### 2. Industry Sponsors

The university is committed to working with industry partners to advance research at the University and the discovery of cutting-edge technologies. Businesses generally have very strict intellectual property rules and negotiation of terms is often required. OSP and NUtech have dedicated staff for reviewing industry sponsored research terms as it relates to intellectual property and invention disclosures. Each industry award document is different and must be reviewed by our legal team.

**3.** State Agencies

Research awards through state agencies like the Nebraska Soybean Board or the Nebraska Corn Board are negotiated by OSP. Often a master research agreement is done with a state agency and then specific projects are funded under the master agreement terms rather than negotiating a new agreement for every project. This allows for ease of implementation on both sides of the agreement. These agreements also contain intellectual property ownership language and royalty obligations.





# **Invention Disclosure**

Submitting a disclosure form is the first step in the development and commercialization of your inventive work. Innovators are encouraged to disclose early and to disclose often.

New inventions may come in many different forms. An invention can be a device, machine, chemical, method, composition of matter, or man-made process.

# Who Should Disclose

Who is an inventor? An inventor is someone who contributes to the conception of any part of an invention.

#### Who is not an inventor?

If a person only works at the direction of others to perform experiments and doesn't conceive of some part of the invention, then that person is not an inventor.

**Students** differ slightly in that unless they are on a stipend or otherwise being paid for their efforts, the only way they would be obligated to assign their rights in an invention is if they're using university equipment or other resources.

#### Inventorship

Inventorship is a legal definition that has been refined through statutes and case law. It differs significantly from authorship.

### If an inventor engages in "substantial use of university resources" in conceiving of the invention, then they have an obligation to assign that invention to the university.

That means if the invention is conceived as part of their employment, or if it is conceived outside of the scope of employment but the inventor uses university equipment or lab space, then the university has an ownership stake in the invention.

INVENTION DISCLOSURE

# <sup>:</sup> What to Include in Your Invention Disclosure

- A written description of what makes your invention unique and exactly how the invention works, what applications it might have, and how your invention is different from existing inventions in the field
- Information about **funding sources and public disclosures** to determine if we have the ability to protect the invention
- Information about all the inventors, including each inventor's contribution to the invention

#### The confidential disclosure will include:

- The category of invention and a detailed summary describing the invention

   Is it a compound, process, machine, manufacture or composition;
  - a new use for, or an improvement of, a known item or process?

#### **2.** The benefit or use of the invention including:

- The problem it solves.
- · Advantages it has over existing solutions (cost, convenience, safety, performance).

#### **3.** Any pending public disclosures including:

• Any publications, presentations, or manuscripts where the invention is described.

#### **4.** A list of other research collaborators and funding sources including:

• Collaboration with other scientists within the university and outside of the university.

- A list of all research projects funded by an agency, foundation, or another source specific to the invention.
- Materials obtained under a material transfer agreements.

#### **5.** Faculty interest in start-up opportunity

**BE AS DETAILED AS POSSIBLE.** Providing NUtech with complete information in the invention disclosure enables us to make the most timely and accurate decision regarding your invention disclosure.

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# When to Disclose

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Ideally, you want to disclose when you have a full understanding of all aspects of the invention and how it works, but when in doubt it is best to disclose early and prior to a public disclosure.

A public disclosure could come by way of a published paper, oral presentation, poster, catalogued thesis, conference abstract or open thesis defense. Additionally, a funded grant application, a seminar presentation or campus talk, Web post or non-confidential collaboration could be a public disclosure.

This would include submitting any kind of written description of the invention or speaking about the invention with anyone outside the university that is not under an obligation of confidentiality. Public disclosure also affects Bayh-Dole reporting obligations.

Absolute novelty is the standard of most of the world where a patent application must be filed before a public disclosure. In the United States, innovators have a one-year grace period from the moment of public disclosure to file an application. If an application is not filed within the one year grace period, the invention becomes part of the public domain. Seeking patent rights before a public disclosure will allow for a stronger patent position in the United States.

# YOU SHOULD DISCLOSE YOUR INVENTION PRIOR TO ANY PUBLIC COMMUNICATION OF YOUR INVENTION.

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Submitting the invention disclosure to NUtech in advance of a public disclosure allows NUtech to evaluate the invention for patentability and file a patent application if appropriate.

Invention Disclosure Forms can be found at www.nutechventures.org/disclosures/.

**INVENTION DISCLOSURE** 

# .... Why Disclose

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By disclosing an invention, you begin a process to move your invention from the laboratory to the real world, allowing society to benefit from your hard work.

#### **Global Societal Benefits**

- Promote regional, national, and international economic growth and development.
- Raise the quality of life and enhance the public good through innovation
- A strong Innovation System is an asset in recruiting new faculty and retaining existing faculty.

#### **Personal Benefits**

- You and your department will share in the revenue generated from commercializing your technology allowing you to benefit both personally and professionally.
- NUtech has many industry partners. Depending on your area of expertise, NUtech's existing relationships can develop into opportunities for grant funding.

#### **Obligations**

• Fulfill the requirements of the Bayh-Dole Act and the legal obligation created by your employment with the university.

# **Intellectual Property**

IP encompasses creations of the mind, including patents, plant variety protection (PVP) certificates, copyrights, trademarks, and trade secrets. NUtech will determine the appropriate protection type through its screening and evaluation process.

#### Intellectual property may include, but is not be limited to:





Biological materials

Germplasm methods





Books

Software



Chemicals



Machines



Photographs



Videos

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INTELLECTUAL PROPERTY

#### .... What is a Patent?

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A patent gives the patent owner the right to exclude others from making, using, selling, offering to sell, and importing the patented invention.

A patent is an intangible business asset that gives the patent owner the right to exclude others from making, using, selling, offering to sell, and importing the patented invention. A patent term is 20 years from the non-provisional filing date and enforcement begins at the time of patent issuance.

Patent rights are owned by one party but can be sold or licensed to another party for financial consideration by entering into an agreement. One of NUtech Ventures' primary goals is to try to enter into agreements with industry to commercialize university inventions. This in turn generates revenue back to the university as well as to the inventors and or creators and their departments.

There may be situations where two or more entities hold overlapping patent rights for a given invention, and each can prevent the others from making the invention. If no other patent owner can prevent you from practicing your invention, then you have "freedom-to-operate". Freedom-to-operate is an important consideration in the licensing and commercialization process.

The United States participation in the first-to-file system began in March 2013. Historically, the U.S. functioned under a first-to-invent system. This system required that the inventor who could prove that they had conceived the idea first would be entitled to patent rights. Most countries, now including the U.S., work under the firstto-file system, where the first inventor to file the patent application is entitled to the patent rights.

The America Invents Act, which became law in September 2011, enacted the most momentous change to the U.S. patent system since 1952.

# **Other Forms of Intellectual Property**

#### **Copyright**<sup>©</sup>

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Copyright provides protection to original works of authorship, both published and unpublished works. Copyright protects the expression of ideas, not the underlying facts or ideas. Copyright law gives the owner and authorized users the exclusive right to reproduce the work, prepare derivative works, distribute copies, perform the work publicly, and display the work. The majority of copyright protection derives from the Copyright Act of 1976. The duration of copyright is life of the author plus 70 years.

#### Examples of copyrighted works:

- Computer programs
- Literary works
- Musical works
- Dramatic works and movies
- Choreographic works
- Pictures, graphics, or sculptural works

#### **Trademark**<sup>™</sup>®

A trademark is a non-functional word, slogan, symbol, or design that identifies the source of a product or service. Trademarks can be registered with the United States Patent and Trademark Office (USPTO) to give federal trademark protection, although there are limited state trademark rights. A trademark can have infinite protection, as long as the mark is still used on the market.

#### **Trade Secret**

A trade secret is confidential, technical "know-how" used by a company to gain a competitive advantage. Trade secrets are given indefinite protection, provided that the information remains a secret. Trade secrets are now given federal protection, by the Defend Trade Secrets Act of 2016, signed into law on May 11, 2016. Trade secrets are still protected by state law.

#### **Plant Variety Protection Certificates**

PVP certificates provide limited duration protection of new varieties of seeds and tubers. In order to obtain a PVP certificate, the variety needs to be 1) new and distinct from other varieties, 2) genetically uniform, and 3) stable through successive generations. These are not the same as plant patents, which are limited to asexually reproduced plants.



# IN ORDER TO BE PATENTABLE, AN INVENTION MUST BE

# **USEFUL**,

To prove usefulness the invention must work and have a practical application or utility.

NOVEL, AND

Novelty means that the invention has not been publicly available in the past.

# **NON-OBVIOUS.**

Non-obviousness means that it must be enough of an inventive leap from existing inventions that it would not have been obvious for one of ordinary skill in the field to create the invention

### **Barriers to Patenting: Public Disclosures**



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A public disclosure is the most common route for a loss of potential patent rights. A public disclosure is any non-confidential communication to the public, written or oral, of an idea or invention.

#### Examples of public disclosures include:

- Published paper
- Oral presentation
- Poster presentation
- Catalogued thesis
- Conference abstract
- Open thesis defense
- Funded grant application
- Seminar presentation
- Campus talk
- Web post
- Non-confidential collaboration
- Offers to sell the invention

If an invention is publicly disclosed prior to filing a patent application, it will result in forfeiture of most international patent rights and necessitate filing a U.S. patent application within a year. Filing a patent application prior to publicly communicating your invention will allow for a stronger patent position when filing in the United States.

Submitting the invention disclosure to NUtech in advance of a public disclosure allows NUtech to evaluate the invention for patentability and file a patent application if appropriate.

# Public disclosure prior to filing a patent application can

jeopardize your ability to gain patent protection on your ideas. 



# The Typical Life of a Patent

Patenting university inventions is a multi-step process that typically takes place over several years. The guide below outlines important milestones in this process and provides additional information on the types of patent applications that may be utilized by NUtech Ventures.

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The NUtech Ventures technology evaluation process is designed to assess the patent protection and commercialization potential for each invention disclosure. The decision to move forward with protection and licensing is based on the results of this evaluation and is at the discretion of NUtech Ventures.

NUtech authorizes and coordinates the filing of patents with legal firms that specialize in IP protection. Patent attorneys may seek input from inventors when they are drafting a patent application or responding to critiques issued by USPTO patent examiners. These critiques are called office actions, and there are typically one or more office actions before the patent application is either issued or rejected.

#### **United States Patent** and Trademark Office

A Provisional Patent Application is an application filed with the USPTO that has fewer requirements than a non-provisional patent application.

Provisional patent applications serve to establish a priority date for a subsequent non-provisional patent application and can effectively provide the patent holder with an additional year of IP protection. These applications are never examined by the USPTO and cannot become issued patents. A related non-provisional application must be filed within 12 months to maintain the priority filing date of the provisional application.

A U.S. non-provisional application is examined by the patent office and can become an issued patent. It may be the first application filed on an invention, or it may be related to a previously filed provisional application. A non-provisional application must contain a specification, which is a description of how to make and use the invention and one or more claims that describe the scope of protection sought by the applicant. Once an application is filed, an examiner is assigned and it is subsequently prosecuted.

If a patent examiner determines that an application meets all of the criteria for patentability, they will allow the patent to issue. However, if the examiner feels that a single criteria for patentability has not been met, they may issue a final rejection and decline to allow the patent to issue. Once a patent issues, the patent holder may enforce all of the legal rights granted under U.S. patent law.

The examiner reviews the patent application for usefulness, novelty, and non-obviousness. They compare the application to other patents and publications to determine whether it meets the requirements for patent issuance. The examiner will send the applicant an office action that either issues (rarely) or rejects one or more claims (typically). Claim rejection can occur because the examiner questions whether the invention claimed meets the above-mentioned criteria in comparison to the prior art. NUtech Ventures works closely with a patent attorney and the inventors to file a response to the examiners comments.

#### Patent Issuance or Rejection $\vdash - - - - - - - \rightarrow$ Patent Life After Issuance

A patent generally has a life of twenty years from the utility application filing date. The USPTO requires that patent owners pay maintenance fees for each patent. The fees are due four, eight, and twelve years from the date of issuance. The amount of the fee is based on the size of the organization that owns the patent (small or large business) and the year that the fee is due (4, 8, or 12 year payment).

### **A** Patent Cooperation **Treaty (PCT) application** is a unified procedure for filing patent applications.

A PCT application establishes a filing date in all contracting states to the treaty but it must be followed up with national or regional examination of the patent application. The PCT application itself does not result in the grant of a patent, because there is no such thing as an "international patent." There are over 150 countries that are part of the PCT.

**INTELLECTUAL PROPERTY** 

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# **Ownership and Commercialization of University Intellectual Property**

The University of Nebraska Board of Regents policy on IP was written to encourage innovative research at the University of Nebraska that has commercial impact. As employees of the university, faculty, staff, and some students are obligated to disclose and assign inventions or discoveries to the university. In exchange for this assignment of IP rights, the university spends a lot of time and resources to try to commercialize your IP, including providing all of the funds for IP protection, and shares any profits derived from the IP with the inventors and creators directly.

#### The university has three policies that govern intellectual property:

#### **1.** Board of Regents (BOR) Bylaw 3.10

Establishes university ownership of inventions. When the Board of Regents established policy 3.10, the intent was to encourage the commercialization of inventions and discoveries arising from research activities of the university, and when appropriate, the pursuit of patents or other IP protection.

#### **2.** BOR Policy 4.4.1

Establishes the copyright policies for the various copyright works and development scenarios that can occur on campus.

#### **3.** BOR Policy 4.4.2

The patent and technology transfer policy, governs invention disclosure, IP protection, and licensing. This policy outlines the steps that the university can take to protect its IP and how you, the innovator, can also benefit.

# Commercialization

Commercialization is the process of bringing a technology out of the lab and into the marketplace. It encompasses all the activities required to achieve commercial success. Most of the technologies presented to our office are in a very early stage of development and require a suitable partner to successfully bring the product to market.

### **License Agreements**

In order to successfully commercialize university developed technologies and protect the university's IP rights, NUtech Ventures enters into license agreements with entities outside the university. A licensing agreement is a legal contract between two or more parties, where the owner of IP (the licensee) grants commercial rights to the licensors. Licenses come in all shapes and sizes depending on the IP rights, the technology itself, commercialization partner, product(s), requirement for other technologies/licenses, and market size (to name a few).

# The most common types of license agreements that NUtech Ventures executes are:

**Option Agreement -** Option agreements are used when the industry partner needs time to further evaluate the technology. Option agreements generally have very restricted use for research and evaluation purposes only, short timelines of less than one year, and often require upfront payments from the licensee to reserve the rights.

**Non-Exclusive License -** A non-exclusive license includes the standard terms, but it does not offer exclusivity. In this situation, a technology can be licensed to multiple partners on a non- exclusive basis.

**Exclusive License -** An exclusive license includes the standard terms plus it offers the licensee exclusive right, or sole right, to use the technology, in all fields of use or sometimes in a limited field of use.

#### A standard license usually includes terms related to the scope of the agreement:



Exclusive or nonexclusive; territory, field(s) of use



Financial terms (royalty rates, minimum annual royalties, upfront fees)



Development milestones



Term and renewal options



Audit rights

COMMERCIALIZATION

# Licensing Process

The licensing process varies according to technology, industry, and market forces. As such, NUtech Ventures uses certain guiding principles of licensing in order to create the most value in each license.

**Fair** - NUtech Ventures technology assessment processes and other resources give the technology managers a starting point of fair market value with which to base license negotiations.

**Responsive -** Our technology managers and the NUtech Ventures Operations Support Team strive to work at the speed of business. Providing quick, accurate, and efficient responses to requests for information from our industry and university partners.

**Flexible -** The goal of the license is for practical use of the technology and for mutual business benefit for the company and the university. Partnerships of this type may require thinking and working outside of typical licensing terms in order to extract the most value.

#### How is an entity chosen to be a licensee?

A licensee is chosen based on its ability to successfully commercialize the technology and bring it to market. Sometimes an established firm with experience in the industry and existing sales and marketing channels is the best choice. In other cases, a start-up company might be more suitable. In many cases, the inventor's research and consulting relationships are valuable resources for identifying potential licensees. Furthermore, licensees are also identified by NUtech technology managers through personal networking, technology marketing efforts, and industry events. Identifying a suitable licensee can take many months to years, depending on market size, technology attractiveness, and level of development.

#### What is the relationship between an inventor and a licensee?

Active involvement of the inventor in commercialization is helpful to many licensees. The inventor's involvement can be informal and infrequent or a formal consulting relationship, depending on the inventor's interest and the licensees needs. The inventor's participation with outside entities is governed by the University of Nebraska–Lincoln and Board of Regents conflict of interest and outside activities policies.

#### What happens after the license is signed?

If you are an industry partner (licensee) you will be contacted by the NUtech compliance coordinator. The compliance coordinator will manage the reporting and payment requirements of the license and ensure that all parties are meeting their contractual obligations.

If you are an inventor, you can expect to be notified by the technology manager that your invention has been licensed. As an inventor, you are entitled to a portion of royalties received by NUtech according to the Board of Regents policy.



COMMERCIALIZATION

![](_page_14_Picture_15.jpeg)

![](_page_15_Picture_0.jpeg)

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![](_page_15_Picture_3.jpeg)

![](_page_15_Picture_4.jpeg)