
INVENTION DISCLOSURE FORM

The business of a university is the gathering and dissemination of knowledge. Making an invention and putting it to use in the service of the public is one mode of accomplishing this objective.

Accordingly, Loyola University of Chicago encourages the inventive process; and within the limits of financial practicality, can often provide assistance and advice in bringing inventions to the point of public use.

In the sense used here, an “invention” has a presumed commercial use and value. From this, certain caveats follow as a consequence.

1. Disclose first, publish later.
Disclosing your invention by no means impedes subsequent publications. Publishing before submitting a disclosure can have disastrous consequences, both legal and tactical, on efforts to commercialize an invention.
2. Leave procedural questions to the specialists.
What constitutes a patentable invention is sometimes a complex legal question. If you think you have made an invention, but you are not sure, then say so in your disclosure. Similarly, if you think, but are unsure, your invention may have commercial merit, simply say so on your disclosure.

Disclosure using this form is required by the University’s Intellectual Property Policy. **Once the form is completed, it should be sent to Rachel Drucker, Technology Transfer Office Coordinator, CTRE Office of Research Services.**

This disclosure is an important legal document. It should be carefully completed by the inventor(s). Your signature(s) certifies that you will comply with all Loyola University of Chicago intellectual property policies and procedures in regard to this disclosure. Please review and be certain that you understand the Loyola University of Chicago Intellectual Property and Technology Transfer Policy (<http://www.luc.edu/ors/patentpolicy.shtml>) prior to completing this form.

This Disclosure of Invention is composed of two parts, to be completed on the attached forms and submitted together. The completed Disclosure of Invention should be signed by the inventors, the Department Chairperson (or equivalent) and then delivered as follows:

- Original Signed Form
- Exact Copies
- HSD Director of Technology Transfer
- Departmental Chairperson(s) or equivalent

Definitions:

A patentable invention may be any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. Under patent law, this is also interpreted to include drugs, newly discovered, mutated or genetically engineered microorganisms or plants, new or altered forms of plant life, vaccines, cells, tissue and organ cultures, products of recombinant DNA research, hybrid cell cultures, processes involving microorganisms, monoclonal and polyclonal antibodies, engineered proteins, some computer programs, designs.

1. TITLE OF THE INVENTION: Brief, but comprehensive, technically accurate and descriptive.

2. CONCISE DESCRIPTION OF THE INVENTION: Your disclosure should enable someone having knowledge of the field to understand the invention.
 - a) Include all essential elements (features, concepts, or new results), their relationship to one another and their mode of operation.

 - b) Identify the elements that are considered novel.

 - c) Identify date of conception, whether this has been documented (lab book, etc.) and whether the invention has been reduced to practice.

 - d) If the invention is an apparatus or system, attach drawings or a sketch and indicate if it has ever been built or tested.

 - e) Attach additional pages, drawings, manuscripts, papers or other supporting material to facilitate understanding of the invention.

3. USES / USEFULNESS / ADVANTAGES OF THE INVENTION OVER CURRENTLY AVAILABLE TECHNOLOGY:

- a) Describe what is presently available in the field.

- b) Identify existing devices or processes and list any published material such as patents, commercial literature, and scientific articles relating to the invention.

- c) Describe the advantages or benefits your invention has over currently available technology, (i.e., efficiency, cost benefit, simplicity, overcoming a defect).

- d) Identify current or future uses of the invention (especially important if the invention is a chemical compound).

4. POTENTIAL COMMERCIAL APPLICATIONS OF THE INVENTION / POTENTIAL LICENSEES:

- a) Have you been contacted by any party about licensing your invention?

- b) What companies in the field might be interested in your invention?

- c) Are there current plans to use your idea commercially?

5. PUBLIC DISCLOSURE / PUBLICATION PLANS:

a) Public disclosure includes abstracts and presentations at scientific meetings (including poster sessions), public seminars, shelving of theses, publications, disclosure to others outside the University who have not signed a confidentiality agreement, and use, sale, or offer of sale of the invention.

b) Identify specific dates and circumstances of any such disclosures.

c) Indicate your future disclosure or publication plans and notify ORSP if the invention is publicly disclosed or published in the future (either intentionally or inadvertently).

6. FINANCIAL SUPPORT / CONTRACT IDENTIFICATION (*This information is needed to determine if the invention is subject to additional disclosure or any other commitments or restrictions arising from the terms of sponsorship*):

a) Specify the funding entity (governmental agencies, corporate sponsors, private agencies, or others) that supported the research this invention resulted from and include corresponding grant/contract number(s).

7. IDENTIFICATION OF CONTRIBUTOR(S):

a) List all persons who are believed to have contributed to the conception or reduction to practice of this invention.

b) Please provide addresses and phone numbers where they may be contacted.

8. INDICATE ANY PAST OR PRESENT EMPLOYMENT OR AFFILIATION OF THE INVENTOR(S) BY OR WITH INSTITUTIONS OTHER THAN LOYOLA UNIVERSITY OF CHICAGO, INCLUDING LUHS AND VA HOSPITALS, WITH WHICH OR DURING WHICH ACTIVITIES RELATED TO THIS INVENTION WERE CONDUCTED (PROVIDE RELEVANT DATES OF AFFILIATION OR EMPLOYMENT)

Pursuant to the University's Intellectual Property Policy in effect at this time, as well as the terms and conditions associated with my employment by Loyola University of Chicago, the undersigned, being the inventor(s) of the disclosed invention, hereby agree to assign all right, title and interest to this invention to Loyola University of Chicago and agree to execute all documents as requested, assigning to Loyola University my/our rights in any patent application filed on this invention, and to cooperate with the Office of Research and Sponsored Programs in the protection of this invention. Loyola University of Chicago will share any royalty income derived from the invention with the inventor(s) according to the distribution outlined in the University's Intellectual Property Policy.

READ AND UNDERSTOOD BY:

Signature of Inventor(s) Date

Witnessed By _____ Signature _____

DISCLOSED TO AND UNDERSTOOD BY ME THIS ____ *DAY OF* _____, 20__.

SIGNATURE OF CHAIRPERSON* _____ DATE _____
*or equivalent