

**Summary of Intellectual Property Terms for Sponsored Research within
The Wireless Networking and Communications Group (WNCG) at The University of Texas**

Projects	Corporations often wish to sponsor specific research projects with specific faculty, in specific areas, with specific deliverables (“sponsored research”). Such sponsored research projects are defined through sponsored research agreements. These agreements are different from the WNCG Industrial Affiliates program agreement. This summary describes policies regarding sponsored research within WNCG.
Ownership	Title to any inventions or other IP made by UT faculty or employees remains with UT. Inventions or other IP developed jointly by UT and sponsor will be jointly owned by UT and sponsor.
Disclosure	UT will provide sponsor with a copy of any invention disclosure submitted to UT with respect to any UT invention or any joint invention arising from the research. Sponsor will provide UT with a copy of any invention disclosure it receives with respect to any joint invention arising from the research.
License options	<p>Sponsor may obtain an exclusive, royalty-bearing license to any patent or copyright in UT technology arising from the research, with terms to be negotiated between sponsor and UT. For Qualified Research Programs the sponsor may instead elect to obtain a non-exclusive, royalty-free (NERF) license. A Qualified Research Program is a research program in which (1) the sponsor funds at least \$100,000 per year for at least one year, (2) funding is included for at least one faculty member, and (3) at least one month of funding is included for each faculty member involved.</p> <p>Sponsor will have 30 days from receipt of an invention disclosure to elect to obtain a license. The parties will have 120 days to negotiate a license after sponsor notifies UT of its election. All licenses are subject to third party rights (if any) and a royalty-free license maintained by UT for its own research and educational purposes.</p>
Patent Costs	Sponsor is responsible for all prosecution costs for licensed patents.
Prosecution	UT will direct prosecution of any patents, but may elect to have sponsor do so with respect to any patents licensed exclusively by sponsor.
Joint Inventions	If sponsor does not elect to receive an exclusive license to UT’s interest in a joint invention, then the parties shall negotiate in good faith a joint ownership agreement. In the absence of such an agreement, either party will have the right to use, transfer or license its rights in the invention.
Publication	While UT reserves the right to publish the results of the research, sponsor shall have an opportunity to review any publication for patentable subject matter and sponsor confidential information prior to publication.

Commercial firms may only obtain a right to license UT inventions through a sponsored research agreement, and, in that case, their rights are only those explicitly set forth in the sponsored research agreement. Gifts, scholarships, endowments, consulting agreements, memberships in UT-affiliated groups, Industrial Affiliate programs, and other funding arrangements do not give firms any rights in UT inventions.

The foregoing is only a summary of agreement terms potentially available to commercial firms who sponsor WNCG research with The University of Texas through a sponsored research agreement. Available terms may change from time to time. This summary is not intended to constitute an offer or to have any legal effect. Any sponsored project will be governed by the sponsored research agreement between UT and the sponsor that expressly governs that project.