B. Contractual Silence

Some sponsors will accept contractual silence in order to avoid a problematic negotiation of intellectual property rights. Contractual silence would allow ownership of inventions to be determined by U.S. patent law with no contractual obligations on the University to license inventions in which it would have an ownership interest. The earlier the phase of the clinical study, e.g. Phases I and II, and the greater the involvement of the University investigator in the development of the study protocol, the more likely it is that the investigator and the University will have made creative and intellectual contributions to the study. Contractual silence would be acceptable in these circumstances.

SAMPLE LANGUAGE:

There would be no patent rights language included in the agreement.