

IP Policy in Practice *(Between Industry and Academic Institutions)*

Some Examples from the Past
and
Some Suggestions for the Future

Cornell College of Engineering Council Meeting
October 30, 2002
Ithaca, NY



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I am sorry



I apologize profusely for not being able to be physically present at your meeting. Last minute business needs (beyond my control and my pay grade) has forced me to travel away from Ithaca.



He'd really rather be here!



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Outline

- Background
 - 5-year cooperative relationship between Cornell and Lockheed Martin
- Research Grant Agreements
 - 5 years ago (1998)
 - This year (2002)
- Potential Ideas for Future
- Other Issues to Worry (Think) About



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Background

- In 1997, Lockheed Martin Systems Integration - Owego and Cornell College of Engineering established a 5-year (1998-2002) cooperative agreement.
- A comprehensive relationship
 - Financial
 - Educational
 - Scientific



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A Multifaceted Partnership

- Various members of the Cornell University's greater community
 - Undergraduate and graduate students
 - Non-tenured and established faculty
 - Administration and staff
- Financial support
 - Grants, gifts, awards, contracts
- Scientific and research projects
 - Student team projects
 - Faculty research
- Academic programs
 - Master of Engineering and Engineering Leadership Development Program (ELDP)
- Community and non-academic program support
 - Student groups; internships; career development; etc.



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Research Grants

- One of the key components of the relationship.
- Lockheed Martin research grant program
 - Faculty research areas of interest to LMCO
 - For non-tenured faculty
 - \$25K grants
 - ECE and CS
- Statement of the work
 - 1 page long
 - High-level & flexible
 - Deliverables
 - Paper/report & presentation



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Grant Agreement - 1998

- 1 page long
- Simple and high-level
- Approval Process
 - A couple of phone calls
 - A couple of emails
 - Would get signed in a couple of weeks
 - It was a pleasure to work it out
- Main purpose and idea
 - Support the new faculty
 - Advertise the faculty research area within Lockheed Martin
 - Not meant to force the generation of hard deliverables or creation of intellectual property
 - Almost like a "gift"



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Grant Agreement - 1998

- Intellectual Property portion of the 1-page agreement

"All intellectual property rights to inventions, computer software, data, and other items resulting directly from the research projects performed by Grantee hereunder shall be owned jointly by Grantor and the Grantee, who shall cooperate with each other in filing patent applications and other statutory protection thereon and in executing documents perfecting joint title therein.

Grantor shall have the first right to negotiate for exclusive rights under Grantee's intellectual property rights within six (6) months after Grantee provides mandatory written notice to Grantor of its desire to license or transfer any of its rights to a third party."

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Grant Agreement - 2002

- 7 pages long
 - Full of "legalese"
- Efforts in the getting it signed
 - Many tens of phone calls
 - Many tens of emails
 - Many months
 - Many Cornell entities and individuals involved
 - **A dreadful, inefficient, & discouraging process**
- The 1st one in 2002
 - Took close to 6 months!
- The 2nd one in 2002
 - The exact same grant agreement as the 1st one in 2002
 - Still took 3 months!!



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If I didn't have personal interest and commitment to Cornell, I would not have put up with the existing process and would have taken the funds elsewhere.



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Some Suggestions for Future

1. One size does not fit all
 - Distinguish between "small" grants and "large" grants
 - Distinguish between "limited preliminary explorations" and "extensive developmental investigations"
 - Need a streamlined process for "small" grants
2. Let the faculty decide
 - Faculty members know the subject area the best
 - Faculty members know the potential of generation of IP the best
 - Allow faculty members to decide how to deal with IP issues
 - Some might be interested in waiving certain IP rights or using a streamlined process in lieu of expediting the process



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Some Suggestions for Future (Cont.)

3. Not all research areas are the same
 - Treat different research areas differently
 - IP potential of following two topics are drastically different
 - Study of bio-hazard detection technologies
 - Theoretical study of routing in ad-hoc networks
4. Agree to postpone the details of IP issues
 - Only a small fraction of investigations lead to meaningful IP
 - Plan to deal with details of IP issues
 - At the completion of the work, or at some appropriate intermediate stage
 - When there is some indication of meaningful IP



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A Few Other Things to Worry (Think) About

- Publications
 - Papers often need to go through the corporate publications review process prior to external release
 - It takes time (30 to 90 days)
 - There is no guarantee of immediate approval
 - For example, may need to file for a patent first
- Disclosure of proprietary information
 - Is there a need to disclose corporate proprietary information?
 - The need for proprietary information exchange agreement
- ITAR and Export Control Issues
 - ITAR - International Traffic in Arms Regulations
 - Deals with technical information about defense articles, etc., etc...
 - Are there non-US permanent residents and foreign nationals involved with the project?

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Questions & Discussions



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