



VICE PRESIDENT AND CONTROLLER / 1752 Van Hise Hall / Madison, Wisconsin 53706 / 608/262-1311

September 27, 1973

Mr. Jesse E. Lasken
Assistant to the General Counsel
National Science Foundation
Washington, D. C. 20550

Dear Jesse:

As requested, I will formalize my comments on the Institutional Patent Agreement which you forwarded with your letter of September 14. In general, I think the Patent Agreement is well-formulated and will very adequately set forth in a clear-cut manner the rights and obligations of the parties.

1. The corporate title of the University of Wisconsin is The Board of Regents of the University of Wisconsin System.
2. The University of Wisconsin does not request that any grants be excluded from this Agreement. If NSF also concurs that all grants should be included, the last sentence on page 2 should be eliminated.
3. I understand that you will revise Article II (a) to provide for a separate definition of "invention" and "subject invention". I believe this to be an improvement to eliminate possible ambiguities.
4. It is suggested that Article VII, beginning on page 10, be changed to read as follows:

"Invention Administration

"The Institution may utilize at its discretion the services of the Wisconsin Alumni Research Foundation to administer inventions within the scope of this Agreement. Other arrangements with patent management organizations will not be utilized by the Institution unless the patent administration agreement between such organization and the Institution is approved by the Foundation.

"The Institution shall not assign any subject invention to parties other than the Foundation in circumstances as set forth in this Agreement, except that it may assign rights in the invention to the Wisconsin Alumni Research Foundation or any patent management organization whose

*Copy to
Rosten & Joseph
Prof Young
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agreement with the Institution has been approved by the Foundation. Any reference to an Institution in this Agreement shall also include the Wisconsin Alumni Research Foundation, or a patent management organization where applicable, and an assignment to either of such organizations shall be subject to all the terms and conditions of this Agreement."

5. It is requested that the word "reasonably" be added before the word "specify" in the last line of Article XIII. Also, please add the following sentence to this Article:

"This Article shall not require the reporting of detailed technical information of the licensee or other information which the licensee may reasonably consider to be proprietary in nature."

I hope the above minor suggested changes will be satisfactory. It is a pleasure to anticipate the execution of an Institutional Patent Agreement with NSF. The public interest is being served by providing for the expeditious handling of inventions. Thank you.

Sincerely,



Robert E. Gentry
Associate Vice President

REG:IB

cc: Howard Bremer