# SOFTWARE DISCLOSURE FORM (SWDF)

Date :

 For UNIL, to: For CHUV, by internal mail to:

PACTT Technology Transfer Office PACTT

Biopôle 3 BIO3 02 DB01

Route de la Corniche 9B

1066 Epalinges

From :

**FOREWORD**

Every **software** generated by a scientist/employee of CHUV or UNIL has to be announced at **PACTT**, the joint Technology Transfer Office of the Hospices/CHUV and University of Lausanne (UNIL)[[1]](#footnote-1). By submitting a software disclosure form (**SWDF**) to PACTT, the author enters into a process intended to **commercially exploit** the disclosed software either through an **agreement** with a **private company** or through the **creation** of a **start-up**.

The Software Disclosure Form may also be used for the announcement of other valuable databases and other ICT (information and communication technologies) that may be protected by copyright laws and that have commercial potential.

We kindly ask you to carefully read the terms and condition of the following pages 6-8 in order to optimize the evaluation and the future licensing of your software.

*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\**

* *Please fill in allocated space with all information available to you at this time and to your*

 *best knowledge.*

* *Please note that this document is solely intended to provide us with sufficient and relevant*

 *information that will allow analyzing your software and proceeding further in your*

 *request.*

*- Please do not forget to write the exact date and to sign.*

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**1. Title of software**

Please use a brief descriptive title to aid identifying your technology.

**2. description of the software**

Please describe specifically and in detail what you consider the software to be.

Insert and/or provide a manuscript/abstract in preparation if available.

What is the main purpose of the software ?

What are the benefits and functionalities of this software ?

What kind of problem does it solve?

**3. Relevant dates**

#### **Note:** your lab-book could be used to prove the dates hereby provided; please check that your lab records are dated and signed.

First conception of idea :

First complete description of idea :

First written publication (done or to come) :

First oral publication (done or to come) :

**4. Publications**

- Has any aspect of this software been published, presented at scientific meetings, or

 otherwise disseminated ?

[ ]  YES

[ ]  NO

If Yes, please specify:

- Are there any plans to publish or otherwise disseminate any aspect of this software in the

 future ?

[ ]  YES

[ ]  NO

If Yes, please specify (scientific publication, meeting, conference …) and list dates:

*Note: Softwares are protected by copyright laws as from the moment of their creation. Nevertheless any public disclosure may prevent the software to be protected by a patent in countries where such patentability is available.*

**5. Commercial/industrial application**

### *Note: the underlying objective of copyright laws is to promote diffusion of works by protecting new, inventive and useful creations. Therefore we need to understand the intended commercial use in order to evaluate commercial potential of your software.*

Does the software constitute a derivative work or an enhancement of a preexisting work owned by a third party? What is the name of this third party and what kind of relation do we have with it?

Fields of use (ex: embeded software in a scientific equipment, office automatisation, analysis tool etc.):

**6. Eventual funding source(s)**

Please indicate all funding sources obtained during the course of the project (such as CTI, FNRS…) as well as each beneficiary:

[ ]  InnoSuisse / Specify project number and beneficiaries:

[ ]  FNRS / Specify project number and beneficiaries:

[ ]  Industrial / Specify name and contract:

[ ]  Work order financed by CHUV/UNIL/ name of supplier and contract:

**7. preexisting works and material**

Please indicate whether any proprietary material or work (i.e. enhancement of computer program or software embedded in equipment) your laboratory used to develop this ICT has been obtained from an outside source (including open source code and development tools) under a written or oral transfer agreement (other than a normal purchasing agreement). If Yes, please attach a copy of this document.

Open source code and development tools / website link:

Material /ICT Provider (laboratory, company):

Scientist name:

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Transferred on (date):       to:

Through a contract [ ]  YES [ ]  NO (if yes, please provide a copy of this contract)

Type of contract: [ ]  Software license [ ]  Maintenance of equipment and of embedded software [ ]  Other (please specify) :

**8. Potential licensees**

Please list companies you believe might be interested in using, developing or commercializing your software.

Company Name, email and tel. of contact person

Company Name, email and tel. of contact person

**9. Enclosures**

[ ]  Prototype / beta version of the software

[ ]  Source code (human readable) and Object Code (machine readable) and sample of the software (or

 demonstration on site or by distant access)

[ ]  Development environment and API (application program interface)

[ ]  Program structure and architecture

[ ]  Specifications and documentation

[ ]  Testing report (environment testing and Errors report)

[ ]  Installation and maintenance; users’ manual

[ ]  Others (please specify)

**10. Author(s)**

Inventors and contributors agree that PACTT collects and saves the below personally identifiable information. PACTT will use such data for protecting and licensing intellectual property rights owned by UNIL/CHUV in compliance with applicable laws and regulations at UNIL/CHUV. PACTT gives access to data to patent agents as processor for allowing patent agents to apply for patents and to communicate such data, to the extent as necessary and required under patent laws and regulation, to Patent Offices. Inventors and contributors shall also be aware and consent that by negotiating license agreements with third parties, PACTT may also have to share some of data with potential licensees. Except these cases, PACTT does not share any of this personally identifiable information with third parties unless inventors or contributors explicitly give PACTT permission to do so appropriate technical and organizational measures are used to help protect personal data against loss and unauthorized access. IT security policies and procedures are regularly reviewed to ensure that systems are secure and protected. Inventors and contributors may review, correct, update or change their personal information at any time by contacting PACTT at pactt.info@chuv.ch.

* 1. List of Author(s)

Please name **only** those who significantly contributed to the conceptualization and documentation of the software.

***Note:*** *This information is needed in order to comply with copyright laws requiring that all moral rights of co-authors are fulfilled. A co-author is an individual who has contributed an essential element of the software.*

Name Institution, Phone E-mail Inventive

 department Contribution (%)

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The authors are responsible to keep the head of their own service informed of this invention disclosure process and any subsequent patent applications.

* 1. Private information about authors

***Note:*** *Must be updated even if you leave CHUV or UNIL!*

**Inventor A**

|  |  |
| --- | --- |
| Name |       |
| Private address & e-mail |       |
| Private phone / fax number |       |
| Nationality |       |

**Inventor B**

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| Private address & e-mail |       |
| Private phone / fax number |       |
| Nationality |       |

**Inventor C**

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| Private phone / fax number |       |
| Nationality |       |

**Inventor D**

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| --- | --- |
| Name |       |
| Private address & e-mail |       |
| Private phone / fax number |       |
| Nationality |       |

11. Comments

**12. Signatures of all authors**

***Note:*** *Authors**hereby agree to provide PACTT with all necessary documents, complete any other requested formalities and stay available to do such acts in order to enable the description, documentation valuation and commercialisation of the software.*

Name       Date

Signature

Name       Date

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Signature

**SWDF established on :**

# BRIEF PROTECTION STEPS EXPLANATIONS

PACTT kindly asks you to carefully read the terms and conditions of the following 4 steps (A-D) in order to optimize the evaluation and the future licensing of your software.

1. **The SWDF and the evaluation of the software**
* The SWDF provides PACTT with all information necessary to evaluate whether your ICT may be subject to protection by copyright laws. The evaluation can take up to **1 month**.
* For optimal evaluation of the software, the SWDF should be filled in as accurately as possible with all the details that are available to you at the present time.
* In particular, it requires you to provide details on:
	+ what is the **matter** of your software
	+ previous or planned **public disclosures** of the software or its functionality, in part or in whole, by you or members of your unit (please provide drafts of any publications and talks in preparation)
	+ publications on the same matter of the software
	+ all **contributors** to the software : names, addresses, % of inventive contribution which should be decided among the potential inventors
	+ **freedom to operate** : possible sponsoring by funds received through a contract that could limit the intellectual property rights to the results
	+ **commercial potential** of your software and potential industrial partners
* A PACTT representative will briefly **analyze** the market landscape of your software in terms of a) previous existing works; b) the possible **sector of application** of your software; d) the **commercial potential** of your ICT that will justify the investments incurred for commercialization.
1. **Beginning of Protection and ownership on copyright**
* Works are protected by copyright as from the date of their creation.
* **CHUV and UNIL are the owners of the intellectual property** that has been generated by their employees and researchers including staff paid by external funding. The name of every author reported in the original SWDF shall appear in the copyright notice.
1. **Licensing of software or assignment of copyrights**
* The ultimate goal is the **commercialization** of the developed softwares. This can be achieved through:
	+ the **licensing** – or **assignment** - to an **industrial partner**
	+ the **licensing** – or **assignment** – to the **authors** (to create their own **start-up**)
* Authors will participate in **further negotiations** with the chosen industrial partners. This may be in the form of transferring know-how, materials, knowledge, collaborative work. In parallel to **license agreements**, PACTT will try to negotiate **research agreements** so that the inventors’ laboratory continues developing the ICT with (and sponsored by) the industrial partner.
* If no industrial partner is interested in licensing the software, PACTT may then choose to **abandon** the commercialization project either by placing the software as open source software on the Internet or by inviting the **inventors** to **acquire** the rights on the software.
* **Authors** may also decide to **create** their own **start-up**. PACTT will then provide **support** in many aspects of this venture from negotiating the **assignment**, **licensing** the intellectual property, providing input to a **business plan**, drafting a **shareholders’** **agreement**, building up a management team or an advisory board to finally identifying potential **investors** interested in financing the launch of the start-up.
1. **Financial returns to authors, to their laboratories and to the institution**
* Any **revenue** arising from the **licensing out** and final **exploitation** of a software will be **shared** between the **contributors** of the software.
* These revenues may be under the form of:
	+ A **lump sum** at the **licensing** or **assignment** of the copyrights
	+ **Royalties** on the **sales** of computer product or software
	+ **Milestone payments** as the product is further developed and reaches successive goals set in advance
* After deduction of an lump sum covering the functioning and indirect cost of PACTT, the Institutional rules define the **sharing** of these **revenues** as follows:
	+ **1/3 to the authors**
	+ **1/3 to the laboratory** at the origin of the software
	+ **1/3 to the institutions** (equally to CHUV and UNIL)
* These **revenues** will be **centralized** and **redistributed** by **PACTT**.
1. Article 7 of the "Règlement sur la valorisation des résultats de recherche au sein de l'Université de Lausanne et des Hospices Cantonaux" (RVRR) [↑](#footnote-ref-1)