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1. Chapter 2, Question and Case Problem 2: Stanford researchers working on a biotech invention patented their work. At this time, Stanford had a permissive policy with regard to ownership of inventions, and rights were not automatically assigned as they are currently. It turns out that in this case, *Board of Trustees v. Roche Molecular Systems*, Stanford lost rights to this invention. Can you develop any rationale for why universities and other research teams (such as those at Bell Labs, etc.) would keep a permissive licensing arrangement with its researchers, even knowing the outcome of this case?

I believe that the reason why universities and research teams might keep a permissive licensing agreement because they are trying to researchers and inventors them to join their facilities. For instance, some researchers could have a really promising discovery in the latest cutting edge technology or medicine and because of that they may be looking for a place to conduct this research. Meanwhile, a university or lab could could be willing to provide the necessary funds and space to perform the job. At that time the researcher retains certain patent rights to any invention in the future as a result of their research and experimentation. However, because of the popularity and having the experiment being conducted at that university or lab, they can gain reputation and possibly be funded by government or private companies which still helps them in return. Potentially, a permissive agreement could allow the university to receive funds from a transfer as well of a patent that was developed at the university. By having fame towards a recent discovery because it happened at a certain university allows for them to get money either ways. The discovery or invention of something that was cutting edge would bring a lot of prestige to a university, which could potentially increase enrollment of students and also increase federal funding and grants that are based on enrollment. These are some of the reasons why I believe they will keep permissive agreements.

1. Chapter 2, Question and Case Problem 3: Inventor Michael Powell approached Home Depot with an ingenious invention that, when installed on the stores’ radial saws, kept employees’ hands safe from horrible accidents. The company liked it, and Powell asked for $2,000 per unit to be installed in 2,000 stores. The company balked at this and, instead, secretly dispatched a team to re-create the saw guard. Powell filed suit, and prevailed. The jury found damages in the amount of: $15 million for theft of the idea; $3 million in punitive damages, $1 million in interest owed since the theft, and $2.8 million in attorneys’ fees. What do you recommend for independent inventors after this case? *Powell v. Home Depot Stores*, 2010 U.S. Dist. Lexis 5806 (S.D. Fla. Jan. 26, 2010).

In cases like this I would highly recommend for inventors to do some research online and figure out some kind of legal ways of protecting themselves. First and foremost, I would make sure to protect the new invention that you had just made or even the blue prints for it. I would recommend that the inventor patent the invention as soon or even get the legal process application for it done as well. Then I would make sure to have multiple different patents based off of the design and the invention itself to safeguard against competitors. You should also copyright the blueprints so that no one else can copy them. As for what happened with Home Depot, I would make sure they sign a nondisclosure agreement so things like this would end up in a blunder. This solidifies that the buyer cannot leak any kind of information and try and create their own invention to void buying off of the inventor. I would strongly recommend that the buyer and inventor have some kind of agreement so no one loses. However, attaining a few patents and copyrights will save the inventor from trouble and competition and by having the buyer sign the nondisclosure agreements we can make sure they wouldn’t be doing anything lucrative that would eliminate the need of the inventor. I would also look in the buyer’s history with inventions because you want to make sure that whoever you are showing this product to is credible. You never want to reveal the secrets to a buyer until the agreement is signed. By doing these proper steps you should be successful in saving your ideas.

1. In [Innoveracy: Misunderstanding Innovation](http://www.asymco.com/2014/04/16/innoveracy-misunderstanding-innovation/), mobile industry analyst Horace Deidu provides definitions for inventions and innovations, in response to what he views as widespread misuse of the terms. To what extent do Deidu's definitions match or differ from those provided in our text? Why?

I believe that Deidu’s definitions of innovation and inventions are different when compared with the text but some of the stuff is comparable. He states that innovations as something new and uniquely useful that can be protected through market competition but cannot be held up with the law. He believes that innovations are usually based on inventions, most demanding but rewarding. In our textbook it does not support this statement whether or not innovations or inventions are the most demanding. He claims that if something didn’t promise change to the world then it wasn’t innovation which isn’t necessarily true for cases. Depending on the invention it makes sense if it affects a ton of people or just specific audiences. His ideas are held in higher regard for innovations compared to our text. The book’s definition of innovation is technological, creative breakthrough from conventional procedures, thoughts that are beyond marginal improvement to a product that already exist yet boost competitiveness. It also talks about how there are two types of innovations and models. The similarities between the book and Deidu are that both state that innovations are based on inventions but the innovations must be unique and creative as well as useful. They both believe inventions are creations of something new and are incremental additions to an existing product. Neither Deidu nor the book have much to say about inventions.