

Intellectual Property Rights for Faculty Policy

Approved by the Board 6-16-04

2-3-412 Intellectual Property Rights of Faculty.

2-3-412(1) Works Subject to Copyright. This policy applies to works which can be protected by copyright; have been created by a faculty member in the course and scope of employment by the University and which have been developed to impart knowledge to others in a systematic way; would in the absence of this policy be considered to be works for hire under the law, and which are not subject to a written agreement between the University and the faculty member commissioning the work which is executed prior to the creation of the work.

- (a) Works for Hire. In order to support creative and scholarly activity of University faculty, and in recognition of the traditional view of faculty's interests in intellectual property created as a consequence of employment by the University, the ownership of intellectual property in any form, regardless of medium, including class materials shall be apportioned as follows between the University and the faculty member(s).
 - (I) The University hereby assigns the copyright to such work to the author. The University shall retain a non-exclusive, non-assignable license to use the work for educational and/or research purposes with appropriate attribution to the author. The University reserves the right to use the work in teaching, scholarship and research, to control the use of the University's name and logo in conjunction with the work, to require acknowledgment of the University's institutional support in the creation of the work, to borrow portions of the work for use in compilations or composite works, to use the work to directly advance the mission of the institution, to require advance notice of dispositions of the copyrighted work by the author, and to make derivative works, subject to the time limitations of applicable copyright law.
 - (II) The faculty member shall be the owner of the work, subject to the University's license set forth above.
 - (III) In the case of joint works which are the product of more than one faculty author in the employ of the University; the University's assignment of its rights hereunder controls only the relationship between the University and the individual faculty member, and does not transfer the rights of one individual faculty member to another.
- (b) Works Not for Hire. Works completed independently by a faculty member, without reduction in faculty assignment or with a reduction in faculty assignment which are accompanied by proportional reduction in salary, without diminution of faculty responsibilities, and without use of substantial University assistance or resources, which are not created in the course and scope of a faculty member's employment by the University, such as, but not limited to, the preparation of a textbook under contract with a publisher, remain the sole property of the faculty member creator.
- (c) Commissioned Works. The University may enter into a written contract with a faculty member for the creation of a work using University and/or external resources in which the University or the external source retains ownership of the copyright of the work. Such an agreement shall:
 - (I) be entered into prior to the creation of the work,
 - (II) explicitly describe the work as a deliverable product under the contract,
 - (III) specify the source of funding, which shall be distinct from the author's regular compensation, and
 - (IV) be entered into at the option of the author and not as a condition of ongoing employment.
- (d) Enforcement of Copyright. The University has no duty to the author to enforce either the University's or the author's copyright in any work for hire.

2-3-412(2) Works not Subject to Copyright. Works created by faculty which are not subject to, and cannot be protected by, copyright, are recognized by the University as valuable products of scholarship and creative activities undertaken by faculty as part of their professional activities with the University. The University encourages and rewards its discoverers and innovators who benefit society and who create significant economic resources for themselves, their research programs and the University.

2-3-412(3) Patent.

- (a) The purpose of this policy is to provide a procedure for the placing in the public realm the fruits of research, while safeguarding the interest of the University, faculty, students and sponsors.
- (b) Any patent rights to a device, product, organism, process invention of any sort, or any other patentable item created by a faculty member or student (herein after “inventor”), in the course and scope of employment with the University shall belong to the University, unless the inventor provides to the Chief Academic Officer (CAO) promptly after the invention is reduced to practice, notice of the invention describing the circumstances under which the invention was conceived and reduced to practice and 1) any project or program sponsor, 2) any agreements, whether formal or informal, with the sponsor and 3) the extent to which University equipment or physical facilities were used in the work that resulted in the invention.
- (c) Upon such notice, the CAO shall execute a confidentiality agreement with the inventor. The CAO may seek opinions from faculty or other experts, also in confidence, as to the value or patentability of the invention. Within 120 calendar days of the date of the notice to the CAO, he or she shall notify the inventor if the University claims an interest in the invention and what steps, if any, it may take in the further exploitation of the invention. If the University claims no interest in the invention, the inventor shall be free to exploit the invention without University involvement, except for “shop rights.”
- (d) If the University waives its claim to any invention, it shall retain “shop rights” to use the invention, without payment of royalties or other costs.
- (e) If the University develops the invention, which may include, but is not limited to, securing the patent and the commercialization or licensing the invention, the inventor and the University shall share equally all profits or royalties, after the University has recovered all of its development costs. These costs shall be construed as only costs accrued after the University claims an interest in the invention.
- (f) If the invention is wholly or partially the result of government funded research through the University, the rights to the invention shall be governed by the provisions of the grant or appropriate governmental regulations or laws.
- (g) If the invention is the result of funding from industrial, philanthropic or other organizations or individuals, under contract or written agreement with the inventor and the University, rights to the invention shall be governed by the terms of such contract or agreement.
- (h) If the invention is the result of activities unrelated to use of the University facilities, supplies or otherwise outside of the inventor’s scope of employment, the University shall claim no interest in the invention.

2-3-412(4) Modification by contract. The provisions of this intellectual property policy may be modified by agreement of a faculty member and the University by means of a written agreement signed by the parties which explicitly provides that the terms of such agreement modify the provisions of this policy, specified in what manner it is modified, and recites the consideration supporting such modification.