

RADFORD UNIVERSITY INTELLECTUAL PROPERTY

POLICIES AND PROCEDURES ON INTELLECTUAL PROPERTY TRANSFER

I. PHILOSOPHY

Radford University (hereafter also referred to as “the University”) encourages participation by faculty, staff and students in scholarly research and creative activities that create knowledge, support and enhance teaching, and is consistent with its public service mission to contribute to the economic development of Virginia. While research conducted by the University is aimed first at creation, discovery and dissemination of knowledge, rather than profit from commercial application, the University recognizes that public benefit may result from commercial applications of technology developed with University resources. The University seeks through adoption of these policies and procedures to balance the interests of the public, the University and respective inventor(s), author(s), or artist(s) in intellectual property arising from research and creative activities conducted by employees and students.

II. DEFINITIONS

Copyright

“Copyright” is the exclusive right to make copies, license, and otherwise exploit a literary, musical, or artistic work, whether printed, audio, video, etc. Such rights in a work created on or after January 1, 1978, generally endure for a term consisting of the life of the author and 70 years after the author’s death.

Directed Works

“Directed works” include works that are specifically funded by, or created at the direction of, or created pursuant to contract with, the University (including, but not limited to, works for hire by faculty or other employees).

Traditional Works or Non-Directed Works

A “traditional work or non-directed work” is a pedagogical, scholarly, literary, or aesthetic (artistic) work originated by a faculty, student, or other employee resulting from non-directed effort. Such works may include textbooks, manuscripts, scholarly works, fixed lecture notes, distance learning materials not falling into one of the other categories of this policy, works of art or design, musical scores, poems, films, videos,

audio recordings, or other works of the kind that have historically been deemed in academic communities to be the property of their creator.

Patent

A “patent” is the exclusive right granted by a government to an inventor to manufacture, use, or sell an invention for a certain number of years. To be patentable, the invention or discovery must have utility, novelty, and be non-obvious. The U.S. Patent & Trademark Office has determined that software which meets certain technical and legal criteria may be patentable. In the event that software originally disclosed as a Copyrightable Work is subsequently determined to be patentable subject matter, and RU choose to seek patent protection for the software, such software shall be managed under this policy as patentable Intellectual Property.

Sponsored or Externally Contracted Works

A “sponsored or externally contracted work” is any type of copyrighted work developed with funds supplied under a contract, grant, or other arrangement between the University and third parties, including sponsored research agreements.

Work Made for Hire

A “work made for hire” is—

1. A work prepared by an employee within the scope of his or her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that work shall be considered a work made for hire.

See 17 U.S.C. § 101 (definition of “work made for hire”)

III. OBJECTIVES

Consistent with policies adopted by the Board of Visitors of Radford University, these policies and procedures are intended to:

- A. Provide appropriate incentive for creative intellectual effort by faculty, staff, students, and others associated with the constituent institutions of the University;
- B. Establish principles for determining the interests of the constituent institutions, inventors, and sponsors in regard to inventions and/or discoveries;

- C. Enable the constituent institutions to develop procedures by which the significance of inventions and/or discoveries may be determined and brought to the point of commercial utilization;
- D. Provide the means for placing in the public realm the results of research, while safeguarding the interests of the University, inventor, and sponsor; and
- E. Recognize the right of the inventor to financial benefits from the invention or discovery.

IV. APPLICABILITY

- A. This statement of policy and procedures applies to all persons employed by the University, to all students and to any other person or entity using facilities, staff or funds subject to control or supervision by the University. This document, as amended from time to time, shall be deemed to constitute part of the conditions of employment of every employee, including student employees, and of the conditions of admission, enrollment and attendance by every student of the University. Unless otherwise excepted by the provisions hereof, this policy shall apply to intellectual property of all types (including any invention, discovery, trade secret, technology, scientific or technological development, computer software, conception, design, creation or other form of expression of an idea) regardless of whether such property is subject to protection under patent, trademark, or copyright laws, or other constitutional, statutory or common law.
- B. If somebody falls under multiple categories (*e.g.* is simultaneously a student and a University employee), the Intellectual Property Committee will determine if the creation of the works in question fall under one category, for purposes of this document, in accordance with state and federal law. If they fall under several categories, the University may choose which category to use when applying policies in this document.
- C. The provisions of this document shall be interpreted and applied in conformity with policies adopted by the Board of Visitors of Radford University, including, but not limited to, federal and state laws and regulations.

V. PATENTS

A. University Interests in Inventions

- 1. University employees: As provided by Radford University Policies, to which these policies and procedures are expressly subject, the University has an ownership interest in all inventions of University employees (other than "Inventions made on Own Time") that are conceived or first actually reduced to practice as a part of or as a result of University research or other activities involving the use of University facilities, staff, or funds administered by the University.

2. Students: The University shall not claim ownership interest in inventions of students, unless the University has made a substantial direct investment (an expenditure of at least \$10,000) in a student's invention. General support for students in terms of library facilities, lab equipment and supplies for lab classes, information technology that supports teaching and learning, and office space shall not be included in assessing substantial investment.
3. Inventions made on own time: Faculty, staff, and students whose inventions are made on their own time and without University facilities, staff, or other resources and which inventions are, therefore, their exclusive property as specified by RU Policies, may avail themselves of the opportunity to submit the invention to the University for possible patenting and/or commercial exploitation and management under terms to be agreed between the inventor and the University.
4. Other agreements: The University also may have an interest in inventions under the terms of contracts, grants, or other agreements.

B. Procedures for Review of Invention Disclosures

1. A University Committee on Intellectual Property shall be established consisting of five Teaching and Research and one Administrative and Professional faculty members and an administrator. The five Teaching and Research faculty members shall be appointed by the Faculty Senate, the Administrative and Professional faculty member shall be appointed by the AP Faculty Senate, and the administrator shall be appointed by the Vice President for Finance and Administration.
2. Employees and others who are subject to these policies and procedures by virtue of their employment or use of University services or facilities, either alone or in association with others, shall immediately disclose to the Provost, or such officer's designee, any invention or discovery (including those made under cooperative arrangements); provide complete information thereon; and cooperate with University in protecting potential patent and know-how rights in accordance with RU Policies and these policies and procedures.
3. The Provost or that officer's designee will promptly acknowledge receipt of completed disclosure forms and will distribute such forms to the Committee for consideration at its next meeting.
4. The Committee will review each written disclosure promptly. The inventor or that person's representative shall be allowed to examine all written materials submitted to the Committee in connection with the disclosure and to make a written and, where practicable, oral presentation to the Committee. The Committee will make recommendations to the Provost or that officer's designee on the proper disposition of the invention to secure the interests of the

University, the inventor, the sponsor, if any, and the public. Its recommendation may include, but is not limited to, one or a combination of the following:

- a. To submit the disclosure for review by a patent or invention management firm;
 - b. To make inquiries of potential licensees that may have an interest in the invention, including the financing of a patent application, where applicable;
 - c. To study the practicality of applying for a patent with University resources (an option with limited application because of financial constraints);
 - d. In proper cases, to release the University's rights to the inventor in accordance with RU policies, subject to an agreement to protect the interests of the University, the sponsor, if any, and the public, including an obligation to pay to the University a percentage of any royalties or other income generated through assignment, licensure or other commercial exploitation of the invention; or
 - e. With concurrence of the inventor(s), to dedicate the University's interest in the invention to the public.
5. Within ninety (90) days of the next regularly scheduled meeting of the Committee following the Provost's receipt of the disclosure (or such other time as may be agreed upon by the inventor(s) and the Provost or that officer's designee), the inventor will be notified in writing of the decision by the Provost, or such officer's designee, on (1) whether the University plans to file a patent application, (2) whether the University will accept assignment of the invention for patenting, licensing and/or commercial handling as applicable, and/or (3) the equities involved, including financial participation.

If the University chooses neither to file a patent application nor otherwise make an invention available commercially, nor to dedicate to the public an invention in which it asserts its rights, the invention will be released in writing to the inventor, subject to the terms of an applicable sponsored research contract, if any. If no patent application is filed within 8 months following the decision of the Intellectual Property Committee, all patent rights revert to the inventor. If, after the University has filed a patent application, it decides to abandon the application, the inventor will be promptly notified in writing, and the University's rights in the invention will be released by written agreement to the inventor, subject to the terms of an applicable sponsored research contract, if any.

6. In those cases in which the University has obtained a patent without obligation to sponsors, if the University has made no arrangement (*e.g.*, a license agreement, search for prospective licensees or other commercially reasonable

effort) for commercial development of the invention within one year from the date of the issuance of the patent and each year thereafter, the inventor(s) may request in writing a release of the University's patent rights. The Provost or such officer's designee will promptly either grant the request or advise the inventor(s) of the University's plans for the development of the invention after consultation with the Committee.

C. Publication and Public Use

1. The University strongly encourages scholarly publication of the results of faculty and student research. Though RU Policies do not limit the right to publish, except for short periods of time necessary to protect patent rights, publication or public use of an invention constitutes a statutory bar to the granting of a United States patent for the invention unless a patent application is filed within one year of the date of such publication or public use. Publication or public use also can be an immediate bar to patentability in certain foreign countries.
2. In order to preserve rights in unpatented inventions in which the University retains an interest, it shall be the duty of the inventor, or of the inventor's supervisor if the inventor is not available to make such report, to report forthwith to the Provost or that officer's designee any publication, submission of manuscript for publication, sale, public use, or plans for sale or public use, of an invention if a disclosure has previously been filed. The inventor shall promptly notify the Provost or that officer's designee of the acceptance for publication of any manuscript describing the invention or of any sale or public use made or planned by the inventor. An invention may not be disclosed before the filing of a patent or provisional patent application in the United States Patent and Trademark Office to any person who is not employed the University or working in cooperation with the University upon that invention, unless the disclosure is made subject to a written Confidential Disclosure and Limited Use Agreement signed by the Provost or that officer's designee and all signatories necessary to bind the other party or parties to the agreement.

D. Ownership

Ownership of inventions and discoveries shall be determined in accordance with RU Policies.

E. Sponsored Research

1. In cooperative undertakings sponsored by, or involving, third parties, provisions for the control of patents normally should be consistent with the general policy stated above. However, it is recognized that in some cases the interests of other entities (federal or state agencies, corporations, etc.) will justify modifications of the general policy. In those cases, the provisions with respect to patents shall appear in the applicable memorandum of understanding or agreement for the review and approval of the Provost. It is

intended and provided that disclosed inventions will be identified and managed in accordance with patent policy and procedures.

2. Nothing in this policy shall be interpreted as precluding the acceptance of a contract, grant, or agreement which provides for ownership of inventions and patent rights by the cooperating agency or organization; provided, however, due regard shall be given to the interests of the general public and inventors in such instances.

F. Income from Patents

1. The University shall share technology transfer revenue that it receives from patents or inventions with the inventors. Specific provisions of grants or contracts may govern rights and revenue distribution regarding inventions made in connection with sponsored research; consequently, revenues that University receives from such inventions may be exclusive of payments of royalty shares to sponsors or contractors. Moreover, the University may contract with outside persons or organizations for the obtaining, managing and defending of patents. Any expenses incurred for the services of such persons or organizations, as well as any and all incremental expenses incurred by the University in obtaining and maintaining patents and/or in marketing, licensing, and defending patents or licensable inventions, shall be deducted before the University distributes revenues, subject to the provisions of paragraph 2 below.
2. The revenues that the University receives from a patent or invention (net of expenses described in paragraph 1 above) shall be distributed at least annually as follows:

Inventor	50%
University (AA)	50%

Applicable laws, regulations, or provision of grants or contracts may, however, require that a lesser share be paid to the inventor. In the case of co-inventors, each percentage share described in this paragraph as due a sole inventor shall be subdivided equally among the co-inventors unless all the co-inventors provide the University a written instrument signed by each of them allocating ownership among them other than in equal shares. In no event shall the share payable to the inventor or inventors in the aggregate by the University be less than 15% of the gross royalties received by the University.

3. To the extent practicable and consistent with State and University budget policies, amounts allocated to the University pursuant to the chart in paragraph 2 will be dedicated to support University research and commercialization activities, including research in the inventor's department or unit, if approved by the Provost or that officer's designee.
4. In the event that a person contributes an invention to the University, a written agreement accepting such contribution shall be executed by the President or

that officer's designee, subject to approval and acceptance of Radford University Foundation of Board of Directors. In the event that a person otherwise assigns an invention to the University for value, the terms of the agreement shall include a statement governing the division of income between the University and the assignor and a statement making these policies and procedures applicable to any development or refinement of the invention.

VI. COPYRIGHT

A. Ownership

Copyright is the ownership and control of the intellectual property in original works of authorship. Copyright ownership and the rights thereof are defined by federal law; however, RU Policies effectively grant ownership to certain copyrightable works to individual authors even though federal law would vest ownership in the University. Those determinations have been made by category of copyrightable work and category of author

B. Traditional Works or Non-Directed Works

Traditional faculty authored works: Faculty members retain full ownership of traditional work or non-directed works (see Definitions) they produce as part of their traditional obligation to publish such works and the university's tradition of upholding academic freedom.

There are three exceptions:

- 1) When work is created as part of a specific assigned duty outside of the scope of ordinary teaching and research obligations under a specific work for hire rationale (for example, in helping to prepare a departmental or university report), the copyright belongs to the university;
- 2) The university and the author may share copyright when the university has made a substantial direct investment in a faculty authored work (an expenditure of at least \$10,000 or 25% of a faculty member's salary, whichever is greater). General support for faculty in terms of library facilities, lab equipment and supplies, information technology that supports teaching and learning, and office space shall not be included in assessing substantial investment. Terms for sharing of copyright shall be developed through the university's Intellectual Property Committee.
- 3) Distance Learning Materials - Distance learning materials and courseware created by faculty without the substantial use of university resources, or not as part of a directed work as listed above in B (1), shall remain the property of the faculty member. If the development of distance learning materials or courseware has required substantial use of university resources, or as part of a directed work, the university will own the copyright, but the faculty member and the university will both retain a non-exclusive license to use these materials in educational settings, even if the faculty member leaves the university. Should

there be any commercial potential for the materials or courseware developed with substantial use of university resources, the faculty member and the university shall share in any revenues per the royalty distribution matrix described in this policy.

Students: Students retain full ownership of traditional work or non-directed works (see Definitions) they produce as part of their studies unless there is a prior contractual agreement. When significant use by students of university facilities, personnel, or other resources is contemplated, the university may require, as a condition this use of facilities, that ownership of the student-developed invention or creation be reserved to the university, in whole or in part. In such cases, a written understanding regarding ownership and use of student creations or inventions should be signed by the student and the University prior to such significant use by the student of university facilities, personnel, or other resources.

Other Employees: Works or patents developed by employees who are not students or faculty shall be considered under the traditional work-for-hire employment rationale.

D. **Work Made for Hire**

Ownership: The University retains copyright of work made for hire, unless it is a Traditional or non-Directed Work as provided herein.

E. **Income from Copyright**

1. **Works not Owned by Radford University**

Authors and creators of original works in which the University claims no interest may exercise exclusive rights protected by copyright law, register the copyright and receive any revenues which may result therefrom.

2. **Works in Which Radford University Has an Ownership or Income Interest**

- a. Income received by the University through the sale, licensing, leasing or other use of copyrightable material in which the University has an ownership interest will normally be shared with the author. Authorship for this purpose shall be determined by the Provost or such officer's designee. Compensation and division of royalties, if any, will be the same as that provided for patent income under these policies and procedures unless other terms are negotiated by written agreement prior to commencement of work on the project.
- b. In the event that an author contributes a copyrighted work to the University, a written agreement accepting such contribution shall be executed by the President or that officer's designee, subject to approval and acceptance of The Radford University Foundation Board of

Directors. In the event that a person otherwise assigns a copyrighted work to the University for value, the terms of agreement shall include a statement governing the division of royalties or other income between the University and the assignor.

F. Revision of Materials

Materials owned by the University under the terms of this policy shall not be altered or revised without providing the author a reasonable opportunity to assume the responsibility for the revision. If the author declines the opportunity to revise such material, the assignment of responsibility for the revision will be made by the Provost or such officer's designee in consultation with the appropriate department or office.

G. Withdrawal of Materials

Materials owned by the University under the terms of this policy shall be withdrawn from use when the University deems such use to be obsolete or inappropriate; provided, however, such withdrawal or other discontinuance would not violate terms of any licensing or other agreement relating to the materials.

H. Notice of Copyright

All material owned by the University under the terms of this policy shall be protected by notice of copyright in the name of the University. The proper form of such notice is as follows:

© 20- -, Radford University. All rights reserved.

The date should be the year in which the work was completed or in which it was published, whichever is earlier. The name of the University must be spelled out in its entirety. The word "Copyright" may be substituted for the copyright symbol shown above.

VII. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- A. Trademarks and service marks may be any work, name, symbol, or device, or any combination thereof, adopted and used by the University in the sale or advertising of goods or services to identify and distinguish such goods and services from those sold by others.
- B. Trade names include any names used to identify Radford University and its services.
- C. The President or such officer's designee shall be responsible for protection and licensure of trademarks, service marks, and trade names used by or related to Radford University.

- D. No licenses shall be granted to commercial entities for use of trademarks or service marks in connection with commercial services or stationery, alcoholic beverages, inherently dangerous products, products of obscene or disparaging characteristics, health related products, products classified as staple foods, meats, and natural agricultural products, and any other uses which in the opinion of the President or such officer's designee, would degrade the reputation or goodwill of the University.

VIII. TRADE SECRETS

Trade secrets may be comprised, generally, of any formula, pattern, device or compilation of information which gives one an opportunity to obtain an advantage over competitors who do not know or use it in commercial applications. To the extent permitted by Radford University Policies, trade secrets in which Radford University maintains an interest shall be protected in accordance with the terms of sponsored research agreements or, if none exist, by any lawful means available to the University as determined by the President or such officer's designee.

IX. DISCLOSURE OF INTELLECTUAL PROPERTY AND RELATED RECORDS

- A. All Individuals who are subject to these policies and procedures have a duty to disclose promptly, in writing, and prior to any disclosure either to the public or for commercial purposes, any intellectual property created or discovered by such individual. Disclosure shall be made to the Provost or such officer's designee.
- B. The President or that officer's designee may adopt policies and determine procedures in addition to, but consistent with, those set forth in RU Policies and in this document for appropriate institutional review of such disclosures. The duty to disclose arises as soon as the individual has reason to believe, on the basis of that person's own knowledge or upon information supplied by others, that the intellectual property may be protectable under patent, trademark, or copyright law, or other applicable law. Certainty about the protections to be afforded such intellectual property is not required before a disclosure should be made.
- C. All individuals who disclose intellectual property pursuant to these policies and procedures or RU Policies have a duty to deliver to the Provost or such officer's designee all research data or other records and materials related to the intellectual property upon request of the Provost or such officer's designee. As used herein, the term "research data or other records and materials related to the intellectual property" includes, but is not limited to, any recorded information, regardless of the form or media on which it may be recorded, writings, films, sound recordings, pictorial reproductions, drawings, designs, or other graphic representations, procedure manuals, forms, diagrams, work flow charts, any tangible product (*e.g.*, equipment, furniture, sculpture or a model thereof) and its description, data files, data processing or computer programs (software), statistical records, laboratory notebooks or worksheets, field notes, edited and categorized observations, interpretations, analyses, derived reagents and vectors, tables, charts and other records, cells and cell lines, cell products, organisms, tissues, animals, synthetic compounds, samples, and any other information

or materials that may aid in evaluation, use or commercialization of, or otherwise related in any way to, such intellectual property.

X. CONFLICTS OF INTEREST

- A. Ownership of any equity interest in a business entity that has an agreement with the University relating to research, development, licensing, or exploitation of intellectual property created or discovered by a student or employee shall be disclosed to the Provost or such officer's designee. The Provost shall take any necessary steps to avoid injury to the University as a result of potential conflicts of interest arising out of such equity ownership.
- B. No employee or student may serve as a director, officer, or employee of, or consultant to, a business entity that has an agreement with the University relating to research, development, licensing, or exploitation of intellectual property in which the University has an ownership interest except upon request of, or prior approval by, the President or such officer's designee. Authorization to serve as a director, officer, or employee of, or consultant to, such a business entity may be subject to one or more conditions established to avoid injury to the University as a result of potential conflicts of interest.
- C. The University may accept equity interests as partial or total compensation for rights conveyed in agreements with business entities relating to intellectual property owned by the University. The University may negotiate, but shall not be obligated to negotiate, an equity interest on behalf of any employee or student as a part of an agreement between the University and a business entity relating to intellectual property created, discovered, or developed by the employee or student and owned by the University.
- D. In addition to compliance with the University's other policies governing conflicts of interest and external professional activities, a person subject to these policies and procedures must consult with appropriate University administrators about any proposed consulting agreement with a third party when such consulting agreement contains provisions on patent rights, trade secrets, or the like. Such an agreement may not be entered by an employee or other person subject to these policies and procedures unless (1) it conforms to RU Policies and these policies and procedures or (2) the University waives its rights in any intellectual property arising from activities to be conducted in performance of the agreement.

XI. DISPOSITION OF UNIVERSITY INCOME

- A. In the disposition of any net income accruing to the University from patents or trade secrets, preferential consideration shall be given to the promotion of research in accordance with RU Policies.
- B. In the disposition of any net income accruing to the University from licensure or assignment of copyright, preferential consideration shall be given to promotion of creative activities.

- C. In the disposition of any net income accruing to the University from licensure of trademarks or service marks incorporating the name of the University, images of campus structures or the University mascot, preferential consideration shall be given to creation or enhancement of scholarships for athletics programs; provided, however, any trademark or service mark created to market or otherwise identify products related to inventions or discoveries arising from research or other academic activities shall be held and used strictly for academic purposes.

XII. ADMINISTRATION OF INTELLECTUAL PROPERTY

- A. Unless otherwise expressly provided herein, the President or that officer's designee shall have general authority and responsibility for administration of the policies and procedures set forth in this document. Duties encompassed by this responsibility shall include filing appropriate registration forms and supporting documents with the Copyright Office, Library of Congress, or the Patent and Trademark Office, negotiating and drafting licenses and other royalty agreements, drafting necessary agreements for specially commissioned works, determining the applicability of this policy and appropriate law to intellectual property, and adoption of policies and procedures consistent with the provisions of this document and RU Policies, necessary for determination of ownership or protection of the University's interests in intellectual property. All referrals to the President or Provost, or such officer's designee, under these policies and procedures, shall follow established procedures and administrative channels of communication.
- B. Agreements which grant a third party the right to make, use, or sell a patented invention, invention know-how, or trade secret that has been disclosed and assigned to, or is otherwise owned by, the University, or which grant a third party the right to reproduce, sell or use a copyrighted work, trademark, service mark, or trade name in which the University owns an interest, shall require written approval by the President or that officer's designee.
- C. Individuals subject to these policies and procedures may not: (a) sign agreements with third parties which may abrogate the University's rights and interests, nor (b) without prior written authorization, use the name of the University or any of its units in connection with any intellectual property in which the University has an interest.
- D. As a condition of their respective employment or enrollment and attendance, employees and students shall execute any and all declarations, assignments of all rights in any intellectual property and related research data or other records and materials, or other documents deemed necessary by the University to protect its interests in such property. Notwithstanding this or any other provision of these policies and procedures, an individual who delivers and/or assigns intellectual property or other ownership rights in research data or other records and materials related to the intellectual property disclosed hereunder shall be allowed to continue use of such data, records and materials, or reproductions or derivatives thereof, as part of instruction, research, or creative or scholarly activities, conducted by the individual fulfillment of employment or student academic responsibilities to the extent that such use does not interfere with the University's ownership, use and commercialization of the intellectual property. A

determination of acceptable use shall be made upon request by the Provost or such officer's designee.

- E. The responsibility for protection, commercial marketing and licensure of intellectual property, and for maintenance of appropriate fiscal records, is assigned to the President or such officer's designee. The University recognizes that the evaluation of inventions and discoveries and the administration, development and processing of patents, licensable inventions and other intellectual property involves substantial time and expense and requires talents and experience not ordinarily found in its staff; therefore, in most cases it expects to contract with outsiders for these services. The President or that officer's designee may enter into a contract or contracts with an outside organization covering specific inventions or discoveries believed to be patentable and patents developed therefrom, or covering all such inventions, discoveries, patents or other intellectual property in which the University has an interest.
- F. While the University asserts or retains an ownership interest in intellectual property, all expenses of copyright registration, patenting and other forms of protection sought by the University shall be borne initially by the University and be subject to reimbursement under section V. F, above.

XIII. PROHIBITION OF INFRINGEMENT OR UNAUTHORIZED USE OF INTELLECTUAL PROPERTY

Any infringement or unauthorized use of intellectual property by University employees or students is hereby prohibited. Any employee who engages in such conduct is subject to disciplinary sanctions established for misconduct in applicable personnel policies, including, but not limited to, discharge. Any student who engages in such conduct is subject to disciplinary sanctions established for misconduct in the Code of Student Conduct and/or Academic Integrity Code, including, but not limited to, expulsion.

XIV. DISPUTE RESOLUTION

In any case in which any creator or inventor of intellectual property disagrees with a decision of the administrator in respect to the ownership of intellectual property in which such persons claim an interest, or in respect to the sharing of royalties or other income accruing to the University through the sale, lease, licensing or other disposition of such property, such persons shall be entitled and obligated to pursue an administrative appeal within the University before pursuing any other legal or equitable remedy. The administrative appeal shall be conducted as follows:

- The aggrieved persons shall file with the Provost a written statement of appeal specifically identifying the nature of the dispute and specifically stating the relief requested. This statement must be filed within thirty (30) days after receipt by the aggrieved persons of written notice of the Administrator's decision which is being appealed.
- Upon receipt of such a statement of appeal, the Provost shall refer the matter to the University Committee on Intellectual Property, which shall, within thirty (30) days of the filing of the statement of appeal with the Provost, make written findings of fact and

recommendations regarding resolution of the dispute, unless within such time the Administrator and the aggrieved persons acknowledge in writing that they have resolved their dispute. The committee may require, upon reasonable notice, that the aggrieved parties or the Administrator or both appear before it and provide the committee with additional information relevant to the dispute.

- Upon receipt of the written findings and recommendations of the committee, the Provost shall have fifteen (15) days to state his or her decision, in writing, to the aggrieved parties and to the Administrator. He may affirm, modify or reject any determination of the committee.
- If the Provost and the Administrator disagree, the matter shall then be referred to the President of the University who shall have fifteen (15) days to state his or her decision, in writing, to the aggrieved parties, the Administrator, and the Provost.
- The decision of the President shall be final within the University and no further administrative appeal shall be available to the aggrieved parties or to the Administrator.