



INTELLECTUAL PROPERTY POLICY

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RVU INTELLECTUAL PROPERTY POLICY

1. Preamble

This Intellectual Property Policy exists to encourage research and innovation, clarify ownership of intellectual property rights, create opportunities for public use of University innovations, and provide for the equitable distribution of monetary and other benefits derived from intellectual property.

2. Application

This policy applies to all faculty, staff, employed students, and any other persons employed by the University, and to all persons receiving funding administered by the University or receiving other compensation from the University.

This policy applies to intellectual property disclosed to the University after the effective date of the policy.

3. Definitions

3.1 “Creator” means the individual or group of individuals who, solely or jointly with others, invented, authored, or were otherwise responsible for the intellectual creation of the Intellectual Property, as defined in the applicable intellectual property statutes.

3.2 “Employee” means a person employed or otherwise compensated by the University, including faculty members, staff members, and students.

3.3 “Intellectual Property” means any invention, discovery, improvement, copyrightable work, integrated circuit mask work, trademark, trade secret, proprietary information or know-how, and related rights. Intellectual Property includes, but is not limited to, records of confidential information generated or maintained by the University, data, texts, instructional materials, tests, bibliographies, research findings, organisms, cells, viruses, DNA sequences, other biological materials, probes, crystallographic coordinates, plant lines, chemical compounds, and theses. Intellectual property may exist in a written or electronic form, may be raw or derived, and may be in the form of text, multimedia, computer programs, spreadsheets,

formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, presentations, live video or audio broadcasts, performances, executions of processes, film, film strips, slides, charts, transparencies, other visual/aural aids or CD-ROMS.

3.4 “Specially Commissioned Work” means a work specially ordered or commissioned by University from the Creator, which the University and the Creator expressly agree in a written instrument signed by them to be considered as such.

3.5 “Traditional Academic Work” means any copyrightable work product that is an original creation and that constitutes, or is intended to disseminate the results of, the creator’s initiative in pursuing academic research or scholarly study independent of his or her duties as an Employee of the University to teach its students. Traditional Academic Work includes, but is not limited to, books, theses and dissertations, articles, pictorial and graphic works. Software created by an Employee that is specifically needed to support a Traditional Academic Work or that is designed to disseminate the results of academic research and scholarly study is also considered a Traditional Academic Work.

3.6 “University Business Trade Secrets” means the University’s business plans, non-published admission criteria, non-published hiring or staffing criteria, financial information, personnel information, student information, data processing or other computer systems developed for the University’s specifications and requirements, and other information related to the University’s business operations, as opposed to academic activities, and in which the University could ordinarily claim trade secret status under Colorado law.

3.7 “University Resources Usually and Customarily Provided” is a factor weighed in determining ownership and license rights in copyrightable works, and includes such support as office space, library facilities, ordinary access to computers and networks, or salary. In general, it does not include specialized IT training, use of students or employees as support staff to develop the work or substantial use of specialized or unique facilities, software, hardware and other equipment, or other special resources by the University unless approved as an exception.

4. Administrative Procedures

The Chief Executive Officer, in consultation with the Chief Academic Officer, General Counsel and the Faculty Senate, shall adopt procedures to implement this policy. Should any

conflict arise between this policy, any implementation procedures adopted pursuant to this policy or any separate agreement regarding any University-owned Intellectual Property subject to this policy, such conflict shall be resolved by the Chief Executive Officer in his or her sole reasonable discretion, after consultation with the Chief Academic Officer, General Counsel and the Faculty Senate.

5. University Ownership

Subject to the exceptions identified in clause 6, the University shall be the sole owner of all Intellectual Property:

- 5.1 created, conceived, reduced to practice or developed through the use of University equipment, materials, resources or facilities;
- 5.2 supported directly or indirectly by funds administered by the University;
- 5.3 developed within the scope of employment by Employees;
- 5.4 agreed in writing to be a Specially Commissioned Work; or
- 5.5 assigned in writing to the University.

This policy shall apply to Intellectual Property of all types regardless of whether such Intellectual Property is subject to protection under patent, trademark, copyright, trade secret or other forms of legal protection.

For the avoidance of doubt, the University owns all University Business Trade Secrets, and its Employees, Faculty, and Staff shall make no claim or enjoy no ownership interest in the University Business Trade Secrets, whether such Employees, Faculty, and Staff participated in the development of such University Business Trade Secrets, or whether such University Business Trade Secrets were disclosed to the Employees, Faculty, or Staff. The University and its Employees, Faculty, and Staff shall take reasonable efforts to protect the confidentiality of any University Business Trade Secrets (or other confidential information) and shall not disclose such information to outside persons without appropriate nondisclosure or confidentiality agreements in place.

6. Exceptions to University Ownership

Traditional Academic Work created using University Resources Usually and Customarily Provided, is owned by the Creator and not the University. This clause does not apply to a Traditional Academic Work that is assigned in writing to the University or commissioned and designated in writing by the Creator and University as a Specially Commissioned Work.

A Traditional Academic Work created with use of university resources over and above those usually and customarily provided shall be owned by the Creator but licensed to the University. The minimum terms of such license shall grant the University a non-exclusive, royalty-free, irrevocable, perpetual (or for the longest period of time permitted by law), worldwide license to use, reproduce, publish, display, create derivative works, digitize, enhance, distort, alter or translate, in whole or in part, such work with proper attribution to the Creator together with the additional right to on-license, assign or transfer such work to the International Virtual Medical School (“IVIMEDS”) or such other medical school consortium or entity that it may be a member of or participate in from time to time for the purpose of developing and exploiting the intellectual property rights in a medical school e-learning curriculum.

Intellectual Property created by the Creator solely for the purpose of satisfying a course requirement is owned by the Creator and not the University. This clause does not apply if the Creator assigns ownership rights in the Intellectual Property to the University in writing or assignment of such ownership rights to the University is made a condition for participation in a course or if the work qualifies as a Specially Commissioned Work.

If the Intellectual Property referred to in Section 6.1, 6.2 or 6.3 is a derivative of or otherwise uses pre-existing University-owned Intellectual Property, this clause 6 shall not prevent the University from asserting its pre-existing rights.

For Intellectual Property created in the course of or pursuant to sponsored research, external sales, industrial affiliates programs, or other contractual arrangements with external (nonUniversity) parties, ownership will be determined in accordance with the terms of the University’s agreement with the external party and applicable law. For the avoidance of doubt, Intellectual Property created in the course of or pursuant to the University’s partnership obligations in IVIMEDS or similar elearning medical education consortium shall come within this clause.

7. Use of Intellectual Property

Nothing in this policy shall be construed as affecting the rights of a Creator to publish, except that the Creator must agree to observe a sufficient period of delay in publication or external dissemination if the University so requests and such a delay is necessary to permit the University to secure protections for Intellectual Property disclosed to it by the Creator.

In order to facilitate joint work on teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this policy, individuals who contribute teaching materials used in jointly developed and taught University courses thereby grant to the University a non-exclusive, royalty-free, irrevocable, perpetual (or for the longest period of time permitted by law), worldwide license to use, reproduce, publish, display, create derivative works, digitize, enhance, distort, alter or translate, in whole or in part, such teaching materials with proper attribution to the contributing individuals and to permit other contributors to the course to continue using those jointly produced teaching materials in University courses together with the additional right to on-license, assign or transfer such teaching materials to the IVIMEDS or such other medical school consortium or entity that it may be a member of or participate in from time to time for the purpose of developing and exploiting the intellectual property rights in a medical school e-learning curriculum.

The Creator will not incorporate any Intellectual Property owned by the Creator or any third party into the University-owned Intellectual Property without the prior written consent of the University. In such event, the Creator and the University will negotiate a reasonable licensing arrangement for the use of such Intellectual Property prior to incorporation. If such disclosure is not made prior to incorporation, the Creator hereby grants to the University a non-exclusive, royalty-free, irrevocable, perpetual (or for the longest period of time permitted by law), worldwide license to use, reproduce, publish, display, create derivative works, digitize, enhance, distort, alter or translate, in whole or in part, and to make, have made, modify, use, sell, import or otherwise commercially exploit, such Intellectual Property as part of or in connection with the University-owned Intellectual Property in which it is incorporated, and the foregoing rights include the right to sublicense to third parties without prior consent.

8. Distribution of Income

Unless otherwise agreed in writing by the University and Creator, in the event that the University receives monetary income from the commercial exploitation of Intellectual Property that is disclosed to the University by the Creator and that is licensed or otherwise transferred by the Creator to the University, any income will be divided as follows:

50% to the Creator, and

50% to the University. (The University shall bear the costs and expenses for marketing, procurement of patents, trademarks, copyrights or other rights, or commercial exploitation of the Intellectual Property).

In the event of multiple Creators, each Creator shall be entitled to a per capita share unless the Creators agree in writing to an appropriate sharing arrangement as evidenced by a clear and unequivocal written agreement transmitted to the Chief Executive Officer. No distribution of any in-kind or non-monetary consideration received by the University shall be due to the Creator.

Changes to the distribution of monetary income under clause 8 may be made in the discretion of the Chief Academic Officer in consultation with the Creator's supervising Dean. For instance, it may be appropriate to share some additional portion of the net monetary income with the Creator in the form of a bonus or other temporary salary supplement.

9. University Responsibilities

The University shall have the sole responsibility, in its sole discretion, to:

- 9.1 provide oversight of Intellectual Property management and any technology transfer,
- 9.2 establish effective procedures for licensing and patenting Intellectual Property,
- 9.3 promote effective distribution and marketing of Intellectual Property,
- 9.4 protect the University's Intellectual Property, and
- 9.5 inform individuals covered by the Intellectual Property Policy about its provisions.

10. Responsibilities of Employees and other Covered Individuals

Employees, contractors and all persons receiving funding administered by the University or receiving other compensation from the University, have a responsibility to:

- 10.1 adhere to the principles embodied in this policy,
- 10.2 sign, when so requested by the University, the University's Intellectual Property Policy Acknowledgment,
- 10.3 create, retain, and use Intellectual Property according to the applicable local, state, federal, and international laws and University policies;
- 10.4 disclose promptly in writing Intellectual Property licensed or owned by the University pursuant to this policy or created pursuant to sponsored research or other contractual arrangements with external parties that are governed by this policy, and assign title to such Intellectual Property to the University or its designee to enable the University to satisfy the terms of any applicable funding or contractual arrangement;
- 10.5 cooperate with the University in securing, enforcing and protecting the University's Intellectual Property, including cooperation in obtaining patent, copyright, or other suitable protection for such Intellectual Property and in legal actions taken in response to infringement, and will execute all documents as the University may desire for such purposes;
- 10.6 maintain proper and adequate records of their contribution to the creation of all Intellectual Property licensed to or owned by the University pursuant to this policy, in the form of notes, sketches, drawings and any other format that may be specified by the University, and provide such records to the University upon its written request.

11. Compliance

Failure to comply with the provisions of this policy is a violation and may result in discipline of an Employee in accordance with applicable University policies and procedures.

12. Governing Law

The applicable laws, regulations and treaties of the United States of America and the laws of the State of Colorado will govern this Intellectual Property Policy.

This policy may be amended from time to time and any amendments will be effective 30 days after notice by publication.

INTELLECTUAL PROPERTY POLICY ACKNOWLEDGMENT

I have read and understand the attached RVU "Intellectual Property Policy." I understand that the provisions of that policy apply to all faculty members, staff members, employed students, and any other persons employed by the University, to all persons receiving funding administered by the University or receiving other compensation from the University. I agree to abide by its provisions.

Name _____
(Please print or type)

Signature _____

Date _____