

Regis University

Intellectual Property Policy

I. PREAMBLE

Regis University recognizes and encourages the individual effort on the part of its employees, faculty and students that sometimes leads to the creation of valuable intellectual properties in the course of research and other activities conducted by **Employees** and **Students** using **University** resources and facilities. It is the **University's** intent to protect the rights of the individual, the **University** and any sponsoring entity (as applicable), and to effectuate reasonable and appropriate sharing of the benefits if the creation has commercial value. The purpose of this policy is to define the conditions of ownership, legal protection, development, and licensing of intellectual properties conceived or first reduced to practice by any **Employee** or **Student**. Under this policy, intellectual properties can be managed so as to further the **University's** mission, enhance the value of such properties, and properly distribute benefits to the **University** and the **Creators** of the **Intellectual Property**.

This Policy is founded upon these principles: (i) if a **Work** is created independent of the **Creator's** assigned duties and without **Substantial University Assistance** the **Work** is owned by the **Creator**; (ii) if a **Work** is created as part of the **Creator's** duties (contractual or employment) with the **University**, the **Work** is owned by the **University**; (iii) if the **Work** is created independent of the **Creator's** duties (contractual or employment) but with **Substantial University Assistance** the **Work** is owned by the **University**.

The Policy applies to all **Employees, Students** and any person using Regis facilities under the supervision of **University** personnel, including, but not limited to, visiting and adjunct faculty. No exception to the Policy shall be valid unless agreed to in advance in writing by the **University's** Provost/Vice President for Academic Affairs ("Provost") or the Provost's designee.

Because the law is in a state of flux arising from the influence of new technologies on teaching, learning, research, and creative activity, as well as their impact on higher education, the **University** reserves the right to modify this policy.

II. COPYRIGHT

This Policy addresses **Copyright** ownership, the assignment of rights associated with **Copyright** ownership, licensing of rights and the distribution of revenues or **Royalties** therefrom, if any. The **University** encourages the preparation and

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

publication of copyrightable **Works** that result from teaching, research, and scholarly and artistic endeavors by **Employees** and **Students**. The **University** affirms the right of **Employees** and **Students** to retain primary control over their **Works**. However, the sharing of knowledge is central to the success of the **University** and **Copyright** policies should enhance, not inhibit, productive **Work**.

A. Ownership of Copyrighted Works

1. In keeping with academic tradition, except to the extent required by the terms of any contract *or as otherwise expressly provided in this policy*, **Works** that are created as part of a faculty member's or student's independent research or scholarship are not owned by the **University**. The **University** does not claim ownership to pedagogical, scholarly or artistic **Works**, regardless of their form of expression. These copyrighted **Works** include, but are not limited to, textbooks, **Course Materials**, refereed literature, and **Works** created by **Students** in the course of their education, such as dissertations, theses, papers and journal articles. Furthermore, the **University** claims no ownership in popular nonfiction, novels, poems, musical compositions, or other **Works** of artistic imagination. **Authors** of **Course Materials** shall grant the **University** a non-exclusive, royalty-free, perpetual license to use, display, copy, distribute, and prepare derivative works for **University** use of such materials.
2. The **University** is the owner of all copyrighted **Works**, including **Software**, **Electronic Courses**, **Course Materials** and any other electronic media, course modules or course design products that are created for an institutional purpose in the course of **Employees'** prescribed duties or as contracted by the **University**. These include **Works** on which there have been simultaneous or sequential contributions over time by numerous **Employees** or **Students**.
3. The growth of the World Wide Web and information technology has led to the emergence of **Electronic Courses**. The creation of **Electronic Courses** may require the contribution of **Substantial University Resources**. Where the **University** has contributed **Substantial University Resources** to **Authors**, they shall assign their rights in such **Works** to the **University** in exchange for the **Royalties** described in section VII below. The **University's** title shall include all rights provided by U.S. Copyright law. Such title is necessary to guarantee the **University's** exclusive right to control the method and manner in which its educational programs and courses are offered to the public and to secure new revenues from which to replenish and enhance **University** technology resources.
4. Whenever Deans, Directors or administrators commission new **Works**, copyright issues should be clarified and fixed in a written agreement prior to the start of the project.

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

5. In determining the ownership of any copyrighted **Work** not covered by this policy or by a written agreement, three factors are to be considered: (a) the creative initiative for the **Work**, (b) control over the content and final approval, and (c) resources or compensation, if any, provided by the **University**. The **Intellectual Property Review Board** shall review and rule on all disputes regarding **Copyright** ownership.
6. The **Author** shall be acknowledged as the named author or principal developer of **Works** owned by the **University**. The **Author** has the right to remove his/her name from the **Works** by reasonable notice in writing to the **University** requesting removal.

B. Authorship and Permissions

1. Collaborators on a single **Work** are joint **Authors**, as that term is defined under U.S. copyright law. Because joint ownership creates complex management problems, it is recommended that faculty have agreements that define the interrelated rights and duties among the parties prior to beginning work on the project.
2. All copyrighted **Works** owned by the **University** shall prominently bear the legend “© 20__ Regis **University**. All rights reserved.” The **University** shall also reflect by appropriate copyright notice, the **Copyright** of **Authors** on **Works** owned by **Authors** other than the **University**, but contained in a **Work** owned by the **University**.
3. All **Authors** are responsible for securing required permissions or licenses from owners before reproducing, distributing, making a derivative **Work**, or displaying copyrighted **Works**.
4. Use of **University** trademarks or logos requires permission of the **University**. Requests for permission should be directed to the Office of University Relations.

C. Disclosure, Licensing and Commercialization

1. The Office of the General Counsel, shall draft agreements for the **University** to enter into with faculty members and others in order to clarify ownership of copyrights and the allocation of rights associated with specific projects.
2. Agreements that grant to third parties the rights to commercially develop **Works** owned by the **University** are encouraged. The Office of General Counsel is responsible for negotiating such agreements.

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

3. Licenses, sales, or other transfers of copyrighted **Works** must be approved by the Office of the General Counsel.
4. **Authors** shall, whenever practicable, be advised and consulted on the progress of license negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement. The **University** shall not have a duty to an **Author** to secure a minimum **Royalty**.

III. PATENTABLE INVENTIONS

A. Ownership of Inventions

1. Any **University Invention** shall be assigned to and owned by the **University**.
2. **Invention**, other than **University Inventions** shall be owned by the **Inventor** or as determined in accordance with the terms of any applicable grant or contract.

B. Disclosure, Assignment and Protection

1. All persons subject to this policy shall promptly disclose **University Inventions**.
2. To protect and preserve the **Intellectual Property** rights defined in this policy and to comply with federal regulations, **Inventors** shall execute assignments and other appropriate documents as may be requested by the **University** to perfect the **University's** ownership and rights to **University Inventions**.
3. No **Inventor** shall have a **University Invention** patented.
4. Subject to contractual limitation, the right of **Employees** to publish the results of research remains inviolate. However, any public disclosure of a **University Invention** may limit **Patent** rights and reduces its commercial value. Therefore, **University Inventions** shall not be disclosed without the expressed written consent of the Provost or his/her designee.
5. The **University** acknowledges the rights of **Inventors** to protect their **Inventions**. Thus, **Inventors** may take reasonable precautions to assure the confidentiality and physical security of formulas, methods, processes, patterns, computer code, devices, compositions of matter, or other **Tangible Research Property**. In such cases **Inventors** shall

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

insure that **Students** are not deprived of the opportunity to publish and otherwise fully participate in, and benefit from, the research.

C. Licensing and Commercialization

1. Agreements that grant to others the rights to commercially develop **University Inventions** are encouraged. The Office of General Counsel is responsible for negotiating such agreements, on behalf of the **University**.
2. **Inventors** shall, whenever practicable, be advised and consulted on the progress of license negotiations related to **University Inventions**, but in no event shall they have a right of approval to the legal or payment terms of any agreement. The **University** shall not have a duty to an **Inventor** to secure a minimum **Royalty**.

IV. TANGIBLE RESEARCH PROPERTY

1. Ownership of **Tangible Research Property** (TRP) resides with the **University**, unless the TRP arises as a result of a grant or SRA, in which case the terms and conditions of the grant or SRA will apply. Where the grant or SRA is silent, TRP is owned by the **University**.
2. Principal investigators and laboratory directors are primarily responsible for the custody, care, and control of TRP, including its storage, use, and distribution.
3. Principal investigators may wish to make TRP broadly available for others' scientific use. Scientific exchanges should not be inhibited due to potential commercial considerations. All questions regarding **Intellectual Property** rights in TRP should be referred to the Office of General Counsel.

V. SPONSORED RESEARCH AGREEMENTS

A. Sponsored Research Agreements

1. The **Sponsored Research Agreement** (SRA) is a primary funding instrument used by the **University** to contract with companies or other non-grant-making entities that wish to sponsor faculty research, clinical or training projects. An SRA must be used in any of the following situations: 1) it is required by a sponsor; 2) confidentiality of project results is desired; 3) **Intellectual Property** is likely to be created; or 4) **Students** will be paid for work on the project.

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

2. To retain maximum flexibility and effectuate the goals of this Policy, the Provost or his/her designee negotiates SRAs individually. The terms of such agreements shall vary, depending upon the project, the interests of the Sponsor, SRA recipient, and the **University**.
3. An SRA and an **Intellectual Property** license may be negotiated simultaneously. Each such negotiation is unique. The **University** shall not be obligated to any **Creator** for any amount of **Royalties**, nor shall such persons be entitled to a portion of sponsored research funds in lieu of **Royalties**, regardless of the terms of any license or SRA. **Creators** shall, whenever practicable, be advised and consulted on the progress of negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement.

B. Duty to Disclose on Federal Grants

1. The federal government retains **Intellectual Property** rights to **Inventions** created and reduced to practice under federal grants. Under federal regulations, 37 C.F.R., 401, et seq., the **University** must report all such **Inventions** to the funding agency and elect to file for a **Patent** within a reasonable period of time, i.e. one year prior to any statutory bar date. If the **University** elects not to file for a **Patent** it must so inform the agency, which then has the right to take title. **Inventors** must report all **Inventions** to the Office of Academic Grants who will notify the sponsoring agency.
2. **Creators** whose **Work** has been conducted under federal grants should be aware that the federal government retains a perpetual, non-exclusive license to all research results.

VI. DISTRIBUTION OF INCOME of UNIVERSITY OWNED INTELLECTUAL PROPERTY

A. Financial Responsibility and Costs

1. The **University** assumes financial responsibility for **Intellectual Property** which it owns. The **University** is not, however, obligated to protect or commercialize any **Intellectual Property** unless it has made an explicit contractual commitment to do so. Activities related to the protection and marketing of **University Intellectual Properties** are intended to be self-supporting.
2. Income earned from the sale, licensing, or other transfer of **Intellectual Property** of the **University** shall be received solely by the **University** and

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

shall, except where a grant or SRA specifies otherwise, be distributed successively as follows: 1) Reimbursement of all direct expenses related to prosecuting and maintaining **Intellectual Property** protection and securing licenses, such as fees for outside legal counsel and other experts, if required; 2) Of the remainder, 50% to the **Creator** and 50% to the **University**.

3. Where there is more than one **Creator**, distribution shall be prorated according to the contribution of each as may be agreed in writing between the parties, or, if an agreement cannot be reached, then according to section IX, Dispute Resolution.
4. In rare and exceptional circumstances, a **Student** may make an important inventive contribution to the development of an **Intellectual Property**. In such cases, faculty directors of a project may share a portion of their **Royalties** with the **Student(s)**. **Student** rights are more particularly described in Section X.
5. **Royalties** are payable to **Creators** only upon actual receipt by the **University**. In the case of the death of a **Creator**, all **Royalty** distributions which would have been due such person shall be paid to his or her estate.

VII. WAIVER OF UNIVERSITY RIGHTS

The **University** may at any time waive its ownership rights in favor of the **Creator**, subject to whatever term and conditions it deems appropriate.

VIII. POLICY ADMINISTRATION

Intellectual Property Review Board

1. The **Intellectual Property Review Board** ("Board") is an advisory body, reporting directly to the Provost. The Board shall include seven members, at least one who will come from Finance, one from the Office of General Counsel and one faculty member from each School in the **University**.
2. Board members shall serve at the pleasure of the Provost, who shall appoint the Board Chair. A majority of the members shall constitute a quorum.
3. The Board shall advise the Provost by a) interpreting the terms of this Policy; b) recommending changes or exceptions.

IX. DISPUTE RESOLUTION

1. The Executive Assistant to the President shall attempt to resolve any claim, dispute or controversy involving the rights to **Intellectual Property**.
2. Should the parties not reach an agreement, then any party to the dispute may appeal in writing to the **Intellectual Property Review Board**. Upon appeal, the Board shall review all documents and records and hear testimony from all interested parties. Board findings shall be made in the form of recommendations to the Provost. The decision of the Provost shall be final.

X. STUDENT RESEARCH AND SCHOLARSHIP

Students are subject to this Policy. A student working for pay for the **University** or for a third party under a SRA is an **Employee** within the meaning of this policy. **Intellectual Property** created by a **Student** during such employment or course of study shall be owned by the **University** or by the entity so designated in the SRA.

In circumstances where a **Student** originates **Intellectual Property** independently, using resources generally available to students, and without faculty supervision, such **Intellectual Property** is owned by the **Student**.

Student Authors own the **Copyrights** to their theses or essays, subject to the rights of any co-**Authors**. **Student Copyrights** may be limited, however, when student manuscripts are based upon research conducted under an SRA. In those cases, the **Student's** rights will be subject to the rights of the sponsor. Faculty has the obligation to insure that **Students** involved in sponsored research are aware of and understand the terms of any SRA.

Acceptance of a thesis outline by a faculty advisor constitutes an assurance that the **Intellectual Property** created or otherwise acquired for the outlined research program will remain reasonably available to the **Student** for the duration of the proposed research. This assurance is granted only for the purpose of completing the proposed research and degree requirements. Thus, **Intellectual Property** agreements between the **University** and third parties under a grant or SRA should include such licenses as may be required to protect the interests of **Student's** and effectuate the intent of this provision.

Students are expected to maintain the confidentiality of proprietary information and trade secrets belonging to research sponsors and faculty. The **University** may require **Students** to sign and agree to be bound by confidentiality agreements, reasonable in their scope.

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

A **Student** working under an SRA violates this Policy and becomes subject to appropriate academic discipline, including termination from his or her academic program, for the unauthorized oral, written, or electronic release of TRP to a third person not a party to the SRA. Such unauthorized release includes uploading such materials to any computer to which persons not a party to the SRA have access.

Students who believe that they may have been treated unfairly by faculty under this Policy should report such concerns to the Executive Assistant to the President for resolution as otherwise provided under this Policy.

XI. DEFINITIONS

Key terms in this Policy are defined below and highlighted throughout the Policy for the reader's convenience.

Author means a person who creates a copyrighted **Work**.

Copyright means an original **Work** of authorship that has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. **Copyright** includes a bundle of rights: the right to make reproductions of the **Work**, the right to distribute copies of it, the right to make derivative **Works** that borrow substantially from a copyrighted **Work**, and the right to make public performances or displays of most **Works**.

Course Materials means class notes, syllabi, curriculum guides, exams, transparencies, study guides, workbooks, manuals, instructional software, web pages, internet-based instructional materials and such items commonly know as "learning objects" developed by faculty members in the course of their usual scholarly, pedagogical and service activities.

Creator means the person(s) who has/have made substantial creative contributions to a **Work** giving rise to intellectual property rights and shall include, but is not limited to, Authors and Inventors.

Electronic Course means an academic course of study, delivered in whole or in part via electronic means, and fixed in any medium capable of display on a computer or electronic media screening device.

Employee means any person employed by the **University** in any capacity.

Intellectual Property means the legal rights in and to a **Work** as provided by applicable statute, regulation or judicial decision, including patents, copyrights,

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

trademarks, service mark, trade secrets, domain name registration and any other such rights that may be created by law in the future.

Intellectual Property Review Board means the group appointed by the Provost that shall advise on the interpretation and implementation of these policies.

Invention means any new or useful process or discovery, art, method, technique, machine, device manufacture, **Software**, composition of matter, or improvement thereof.

Inventor means any individual associated with the **University** who makes an **Invention**, also, any “inventorship entity” comprising two or more individuals, one or more of whom is associated with the **University**, who jointly make an **Invention**.

Patent means a grant issued by the U.S. or a foreign patent office that gives an **Inventor** the right to exclude others from making, using, or selling the **Invention** within the United States or other geographic territories for a period of years from the date of filing of the patent application.

Royalties means all compensation of whatever kind received from the sale, license, or other transfer of **Intellectual Property** rights by the **University** to a third party. This includes, but not limited to, percentage payments, up-front fees, milestone payments, shares of stock, and any other financial or in-kind consideration.

Software means any computer program or database, or part thereof, designed to accomplish a task or allow a user to produce, manage, analyze, or manipulate a product, such as data, text, a physical object or other **Software**. **Software** may be protected by **Patent**, **Copyright**, or **Trade Secret**.

Sponsored Research Agreement (SRA) means a contract between the **University** and a sponsoring organization that sets the terms and conditions for the conduct of a faculty research or training project. An SRA typically includes a description of the **Work** to be performed, the terms of payment, ownership of intellectual property, publication rights, and other legal assurances.

Student means any person enrolled for any course offered by the **University**.

Substantial University Assistance means the **University's** participation in or support of the creative or development activity leading to a **Work** include, but not limited to, **University** funds, facilities [including laboratories, equipment, supplies], or information [including computer programs, computer time, and computer data bases], technical support staff, computer programmers, legal and business counsel, computer hardware and software, and Internet access that is material, significant and beyond the resources normally provided to individual **Employees** and **Students**. Without limiting the above, the **University** does not regard the **University's** provision of normal and customary compensation, student

REGIS UNIVERSITY INTELLECTUAL PROPERTY POLICY

financial aid, library resources, office or laboratory facilities, office staff or laboratory support, telecommunications facilities, individual personal computers and ordinary and reasonable access to the **University's** computer network and websites or similar **University** provided electronic communication tools used for non-commercial scholarly pursuits, as constituting "substantial University assistance".

Trademark means a word, name, symbol, or device (or any combination) adopted by an organization to identify its goods or services and distinguish them from the goods and services of others.

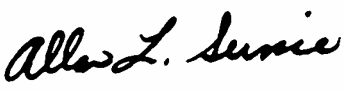
Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique or process, which derives independent economic value from not being generally known or readily ascertainable by other persons, and is the subject of reasonable efforts to maintain its secrecy.

Tangible Research Property (TRP) means research results in their physical form, and includes, but is not limited to, data, notes, workbooks, **Software**, biological organisms, compositions of matter, instruments, machines or devices drawings, and other property that can be physically distributed. Tangible Research Property may also be **Intellectual Property**.

University means Regis **University**, a Colorado nonprofit corporation.

University Invention means an **Invention** resulting from activities related to an individual's employment responsibilities, pursuant to a "work for hire" arrangement, or where the **University** provides **Substantial University Assistance**.

Work means any **Invention**, discovery, know-how, show-how, process, material, manuscript, original data, academic course or portion thereof (including **Course Materials**, learning tool or aid, or other creative or artistic **Work** and any expression or physical embodiment thereof, including without limitation, sound or visual recording, multimedia presentation, model, machine, prototype, design, drawing, apparatus, instrumentation, circuit, computer program, database, biological material or specimen, chemical compound, other composition or matter, plan, record or laboratory notebook, whether now known or developed in the future.

Approved:		February 27, 2007
	Allan L. Service	Date
	Provost	
	Vice President for Academic Affairs	