DRAFT (4/20/2017)

# RADFORD UNIVERSITY INTELLECTUAL PROPERTY

POLICIES AND PROCEDURES ON INTELLECTUAL PROPERTY TRANSFER

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

Patent

he 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

with funds supplied under a contract, grant, or other arrangement between the University and third parties, including sponsored research agreements.

Work Made for Hire

- 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.

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### 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;

2. Students: The University shall not claim ownership interest in inventions of students, unless the University has made a substantial direct investment (an

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 0g0 ET Banhalverg(c)-8(e) iz ns annshiha, herat-21(revn)4(9(r),

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

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

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

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

### 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

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

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

determination of acceptable use shall be made upon request by the Provost or such

E The responsibility for protection, commercial marketing and licensure of intellectual property, and for maintenance of appropriate fiscal records, is assigned to the President ventions

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

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 of 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 INFRINGMENT 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

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.