



Policy 8.5

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Originally Issued: 03.27.13

Effective date: 03.27.13

Intellectual Property

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Policy Statement

The free exchange of information among scholars is essential to the fulfillment of the Roosevelt University's mission. Prompt and open dissemination of the results of research and creative actions undertaken at Roosevelt University fulfills its long standing commitment to academic excellence and to meaningful social action.

Roosevelt honors its responsibility to recognize the intellectual contributions of authors and inventors, to provide incentives for enhanced intellectual activity, and to recruit and retain creative individuals within the University thereby enhancing the educational experience of our students and the larger Roosevelt community.

Reason for Policy

The University has established this policy to assure that the benefits of research and scholarship are fairly and fully realized and are disseminated in ways that will realize these benefits for the public as well. The University aspires to create an intellectual environment that motivates and honors the creative efforts of faculty, students and staff. Roosevelt seeks also to realize financial opportunities, consonant with the public interest, which will generate recognition and resources in support of the University's mission.

Intellectual property, including copyright and patent ownership and their associated rights, are concepts that are defined by federal and state law. This Policy is structured within the context of those laws and in alignment with long held academic tradition.

Entities Affected by this Policy

All units of the University.

Web Address

<http://www.roosevelt.edu/Policies.aspx>

Related Documents

IP Policy and Technology Transfer Handbook and related forms can be found here:
www.roosevelt.edu/techtransfer

Implementation

COVERED INDIVIDUALS

This Intellectual Property Policy (“Policy”) applies to all Creators (“Authors” and “Inventors”), defined as faculty (including adjunct and visiting faculty), staff (including student employees), students, post-doctoral fellows, and individuals using Roosevelt facilities and resources.

INTELLECTUAL PROPERTY OWNERSHIP

The result of the creative efforts at the University, in some instances, is the property of the University; while in other cases, rights of ownership belong to the Creator. The University seeks to recognize and provide incentives for those persons where ownership rests with Roosevelt. The University will strive to support and encourage creative activity and will strive to avoid actions that may interfere with a Creator’s ability to continue his or her academic inquiry.

Ownership of Authored Works:

This Section of the Policy is intended to apply to all creative works, except inventions which are addressed in the Ownership of Invented Works section, regardless of format (“Authored Works”). The ownership of Authored Works is determined by the nature of the activity resulting in the intellectual property. Authored Works are classified as either:

- (A) Independent Work;
- (B) Roosevelt Supported Work;
- (C) Roosevelt Directed Work; or
- (D) Contractual Work.

(A) Independent Work

Work not classifiable as Roosevelt Supported Work, Roosevelt Directed Work, or Contractual Work is defined as Independent Work. The Author of an Independent Work owns the intellectual property rights to that work.

Thus, an Author owns all rights to works prepared and developed at his or her own initiative, without the use of University resources, and not pursuant to a third-party contract. In that regard, the University does not claim ownership of such books, articles

and other scholarly publications, or to such popular novels, poems, musical compositions, or other works of artistic imagination.

(B) Roosevelt Supported Work

A Roosevelt Supported Work is a creative work developed in whole or in part with the customary use of University support, defined as all tangible resources provided by Roosevelt to Authors or Inventors, which may include salary; funding; office, lab, studio space; equipment; and support personnel.

However, Authors own the copyright and other rights associated with Traditional Works of Scholarship. "Traditional Works of Scholarship" are defined as works reflecting research or creativity which, within the University, are considered as evidence of professional advancement or accomplishment. Such works result from scholarly endeavors, and may include instructional materials, journal articles, books, plays, poems, musical scores and artistic works, and do not involve substantial use of University resources. Accordingly, except for (1) Roosevelt Supported Works involving use of substantial University resources, and (2) inventions described in the Ownership of Invented Works section of this Policy, the Author will own the copyright and have the right to register and receive royalties or other external income from a Roosevelt Supported Work. For clarity, the following specific rules apply to these types of Roosevelt Supported Works:

- (1) Research Materials such as lab notebooks and research files are the property of the University but the University will provide full access to the individual responsible for directing the project, except when agreements governing Contractual Works require otherwise. However, should such an individual leave the University or otherwise terminate responsibility for directing the project, he or she where appropriate, will be provided with copies of the research materials.
- (2) Instructional Materials, unless they are Roosevelt Directed works, are owned by the Author and are primarily used for the instruction of Roosevelt students. Such materials may include textbooks, syllabi, lectures, lecture notes, musical exercises, and study guides. No additional consideration will be given to Authors when Instructional Materials are used for the University. Absent a pre-existing conflict, Authors who leave the University will provide Roosevelt with copies of the Instructional Materials (not including lecture notes) and grant a nonexclusive, royalty free license thereto, if it is determined by the University that such Instructional Materials are necessary to carry out the educational programs. Recordings of lectures shall be the property of the Author, unless the recording is a Roosevelt Directed Work or a Roosevelt Supported Work involving use of substantial University resources.

Roosevelt Supported Works involving the use of substantial University resources will be owned by the University. Circumstances considered to involve the use of substantial University resources may include:

- (1) significant use of Roosevelt funds, staff, or other resources;
- (2) extensive use of special or rare University property, such as archive collections;

- (3) significant use of voice recordings or images of students or staff in a product (other than the Author), or substantial creative contribution by staff or students to the preparation of a work or product; or
- (4) use of the University name or University marks (other than for purposes of identification of the Author) to promote the distribution of a work or product, or other identification that implies the approval or endorsement of the University.

(C) Roosevelt Directed Work

A Roosevelt Directed Work is a work created at the specific instruction or direction of the University. Roosevelt Directed Works are often referred to in copyright law as works made-for-hire. A creative work produced on the initiative of an Author pursuant only to general academic duties is not a Roosevelt Directed Work, but may be a University Supported Work if it involves use of substantial University resources or is a Contractual Work. Roosevelt Directed Works may include creative works generated within a specific project initiated by the University. Roosevelt Directed Works also include committee minutes, internal memoranda, business files, personnel files and other business records created in the ordinary course of the general administration of the University. In addition, when an Author is assigned the specific task of creating instructional content for distance learning, the content is considered to constitute Roosevelt Directed Works.

The University owns all rights to Roosevelt Directed Works. In keeping with Roosevelt's strong desire to promote creative efforts, the University may determine that the Author should share in royalties and other rights to Roosevelt Directed Works. The Author is responsible for providing Roosevelt with an early written disclosure of the work.

(D) Contractual Work

Ownership of the Intellectual Property rights in Authored Works developed for or during a sponsored research program or other contractual arrangement will be determined according to the terms of such program or contract, provided that the program or contract was signed by an authorized University official. If the program or contract does not determine ownership of intellectual property rights, such rights will be determined by other provisions of this Policy.

STUDENT THESIS/DISSERTATION

Ownership of Copyrights in Theses, Dissertations and Other Student Works ("Student Works") is governed as follows:

Theses and Dissertations: Students will own the copyrights to their theses and dissertations; however, the student will grant royalty-free, non-exclusive permission to the University to store copies of such works for archival purposes and to reproduce and publicly distribute copies of his or her thesis or dissertation. If the student identifies any legitimate proprietary interest he or she may have in the work, or should the University determine that it has an ownership interest in any patentable or otherwise protectable intellectual property interest in the work, the University may delay any public access to the work for up to one year following the presentation of the work.

On the other hand, copyright ownership of theses or dissertations generated by research that is performed in whole or in part by a student with the support of a sponsor or grant will be determined in accordance with the terms of the sponsored research or grant agreement. In the absence of such terms, the copyright of such theses or dissertations shall be owned by the University.

Software, Patentable Subject Matter and Non-Copyright Intellectual Property: Software, patentable subject matter, and other Intellectual Property (other than copyright for Students as described in this Policy) contained or disclosed in theses, dissertations and other student works will be subject to and governed by the policies that apply to Creators.

Student Writings Other Than Theses or Dissertations: Students will own the copyrights to all student writings not commonly referred to as theses or dissertations and to other creative expressions required in the course of class assignments. The University will retain the right to keep original examination scripts and to possess a copy or record of other student works for purposes such as assigning grades, maintaining archival materials, and record keeping.

In cases where a dissertation, thesis, or other student work contains potentially patentable or otherwise protectable subject matter belonging to the University, the students and faculty involved with the project have a duty to timely disclose the existence of the thesis, dissertation, or other student work to the University office responsible for patent matters.

Ownership Of Invented Works:

Invented Works (defined as patentable and non-patentable inventions or discoveries, computer software, trade secrets and all other intellectual property not addressed as Authored Works in this Policy, "Invented Works") resulting from faculty or staff use of University resources, or from performance in the course of their University responsibilities, except where such use is minimal, will be solely owned by the University. Whether or not any use of University Resources is "minimal" under this Policy is based on the following considerations: (conditions)

- a) Whether the invention was conceived of or reduced to practice pursuant to an Inventor's job duties;
- b) Whether any funding for the work leading to the conception or reduction to practice of the invention was provided by or facilitated through the University;
- c) Whether any University facilities were utilized in the conception or reduction to practice of the invention, and if so, the extent of such use; and
- d) Whether any University students, faculty or staff were utilized in or contributed to the conception or reduction to practice of the invention.

Questions concerning whether a use of University resources is minimal shall be resolved in accordance with the process set forth in the Dispute Resolution section of this Policy. Each invention shall be promptly disclosed using the Invention Disclosure Form to the Technology Transfer Office (the "TTO"), so the invention can be evaluated and a patent application can be promptly prepared and filed, if appropriate, in accordance with the

current U.S. First-To-File rules. Any disclosure of an invention shall contain information in such detail as is deemed necessary by the TTO to allow for a review of its patentability and commercial potential, and shall detail the specific utility or application of the invention. The Advisory Committee on Intellectual Property (the "Committee") [who?] will be available to assist in the review of disclosures of inventions, and provide advice and peer group review on issues relating to (1) intellectual property development and licensing or other technology transfer issues, and (2) other related assistance as requested. In rare instances, in order to avoid the loss of potential patent rights or other opportunities, the TTO may act in concert with the President, independent of the Committee.

The TTO, the Committee, and the appropriate designees (collectively "Reviewers") aim to evaluate all disclosures of inventions within three (3) months after submission. The disclosure will be evaluated by the Reviewers for the ability to obtain effective intellectual property protection for the invention, and the potential of the invention to stimulate business interest, contribute to economic development, and benefit the general public. Upon the conclusion of the Reviewers' evaluation, the TTO will communicate to the inventor(s) any intent on behalf of the University to pursue protection of the invention. The University will proceed, in its sole discretion, to seek appropriate intellectual property protection on the invention, and/or market the invention to interested parties. The terms of any license or agreements related to an invention, and the manner in which they may be enforced, litigated or settled will be at the sole discretion of the University.

The Inventor of a disclosed invention will assist the University and any counsel retained by the University in the preparation, filing and prosecution of any patent applications based on the invention disclosed to the University, and will sign any and all necessary documents, including assignments, declarations, oaths and affidavits.

At any time during the technology transfer process, the University may, for any reason which in its sole discretion it determines is in the best interests of the University, assign title to the Invention to the Inventor(s) to the extent permissible by law. In such cases, the University will retain a non-exclusive, paid-up, royalty-free license to the invention. Although the University may assign title to an invention to the Inventor(s), any improvement to or separate invention derived from or based on such invention that results from the use of University Resources except where such use is minimal, shall be owned by the University. The Inventor(s) shall promptly disclose such improvement, modification or separate invention to the TTO in the same manner as a new invention.

If an Inventor leaves the University and wishes to continue research on an invention which the inventor has disclosed to the University, the University shall provide a royalty-free, non-commercial, research-only license to allow the inventor to continue his or her research.

With respect to any Invention subject to this Policy, the University shall first be reimbursed for any and all expenses incurred that are associated with evaluation of the technology, obtaining a patent or other intellectual property protection, and licensing or other technology transfer activity, including legal expenses. In the event of any infringement action or other legal action involving technology disclosed under this

Policy, Roosevelt shall also be reimbursed for any and all expenses borne by the University associated with such action. After such expenses are reimbursed, royalties and other proceeds from licenses or other technology transfer activities related to an Invention, or patent or other intellectual property protection based thereon (“Net Revenue”), shall be distributed as follows:

Net Revenue*	Office of the Provost	Inventor	Department	College
% Breakdown	40%	40%	10%	10%

*Funds after expenses, as explained above in this Section.

In the event that the University receives equity or an option to acquire equity in exchange for any license or other intellectual property, the share of such equity due to the Inventor(s) will be based up on the distribution of royalties and proceeds provided above in this Policy. Such equity will be distributed directly to the Inventor(s) once such equity is transferable as revenue. The University will make every effort to distribute the revenue in a timely manner.

If there is more than one Inventor per license (or other source of royalties and other proceeds stated as capable of distribution), the Inventors' shares shall be divided and distributed in accordance with an agreement signed by the Inventors and filed with the TTO. Should the inventors fail to sign such an agreement governing distribution among themselves before distribution is necessary, the proceeds shall be distributed equally among the sum of inventors per license or other source of royalties.

DISPUTE RESOLUTION

Should any issue arise regarding administration or interpretation of this Policy, the issue shall be referred to the Provost and Executive Vice President. The Committee may review the facts and circumstances surrounding any such issue and make recommendations to the Provost/EVP. The Provost/EVP shall then make a report and recommendation for resolution of the issue to the President of the University, who will make the final decision on all issues concerning administration or interpretation of this Policy. The President’s decision will be final with respect to the University.

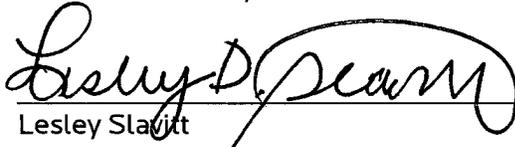
APPLICABILITY

This Policy supersedes any previous policies regarding intellectual property and applies to all Authored Works and Invented Works regardless of when the subject copyrightable material, discovery, or invention was made. Roosevelt will strive to accommodate reasonable pre-existing arrangements which may conflict with provisions of this Policy to support relationships between Roosevelt faculty and other institutions.

Online Resources and Forms

www.roosevelt.edu/techtransfer

Recommended by:

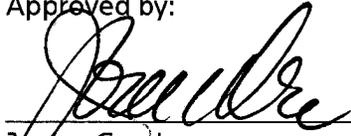


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Approved by:



James Gandre
Provost and Executive Vice President

3/22/13

Date



Charles R. Middleton
President

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Date