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
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.
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.
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
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.
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
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.
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,
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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 databases], 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...
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
Provost
Vice President for Academic Affairs