

## Jacksonville University Intellectual Property Policy

### Scope of the Policy:

- This policy applies to all faculty, staff, and students (hereafter noted as “author/inventor” unless specifically designated) at Jacksonville University whether associated with the University in a full- or part-time capacity.
- This policy also covers non-employees (consultants, subcontractors, etc.) of Jacksonville University who participate in research, teaching, scholarship, or supportive activities provided for by the University on or off campus.
- This policy applies uniformly across Jacksonville University without regard to the individual’s rank, status, or department.

### Intellectual Property Subject to this Policy

- Copyright – An original work of expression by an author, artist, composer, or programmer. Education-related examples include but are not limited to:
  - Journal articles, books, course syllabi, lectures, printed instructional materials, manuals, examinations;
  - Novels, short stories, poems, theses
  - Artwork, graphic designs, sculptural works, photographs;
  - Dramatic compositions, choreographic works, musical arrangements;
  - Audiovisual works, motion pictures, videotapes;
  - Computer programs, computer controlled multimedia, websites
- Patent – A unique invention, process, design, or plant. Examples include but are not limited to: devices, electrical circuits, computer software, manufacturing processes, new bacteria, newly discovered genes, methods of doing business, and uniquely shaped or ornamented articles or objects.
- Trademark – Distinctive words and graphic symbols used to identify and distinguish a product from others in the marketplace.

### Ownership and Rights

#### A. Individual Efforts

1. All rights and ownership reside exclusively with the author or inventor of the Intellectual Property if:
  - a. The Intellectual Property was generated as a result of individual effort and initiative.
  - b. The Intellectual Property is a pedagogical, scholarly, artistic, or aesthetic work that is not part of a directed assignment from the University. Unless otherwise specified in a contract or another policy (see Section “C”), the author or inventor retains the copyright in pedagogical, scholarly, artistic, or aesthetic works produced through the normal usage of sabbaticals, release time, and professional development grants through University programs.

c. Only incidental use of University facilities and resources was involved in producing the Intellectual Property. This includes instructional technologies that might be associated with online courses where the technology simply supplies a delivery mechanism and does not contribute to the authorship or creative process.

d. The Intellectual Property is course material, such as syllabi, websites, recordings of classroom activities, assignments, and tests, that is developed at the University by the author or inventor, unless grant or other outside funding sources indicate otherwise. The university shall be permitted to use such Intellectual Property for internal instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions.

e. The Intellectual Property was created by a student, not employed by the University, solely for the purpose of satisfying a course or degree requirement, including papers, theses, articles, music, or art. This does not apply if the student was employed, specifically assigned, and/or funded by the University (see Section "C"). Intellectual Property created by students in connection with course assignments or in response to surveys administered by the University shall be available for the university to use for internal instructional, educational, and administrative purposes, including the assessment of student learning outcomes.

2. In the case that the Intellectual Property is an "Individual Effort", a written disclosure to the Office of the Senior Vice President of Academic Affairs is not necessary.

3. Jacksonville University will be granted royalty-free license to use the Intellectual Property for internal instructional, educational, and administrative purposes as long as the individual is employed by the University.

#### B. University Assisted Effort

1. When the University provides the significant use of University resources to assist in developing the Intellectual Property, the University is entitled to certain rights and privileges.

2. "Significant Use of University Resources" is defined as the use of University resources that is over and above the normal level of funding, release time, sabbatical, library resources, research assistance from librarians, students, and/or graduate assistants, secretarial or clerical assistance, word processing equipment, databases and equipment already owned or licensed by the University, specialized facilities, or other support services for the production of Intellectual Property typically provided by the University. The normal usage of sabbaticals, release time, and professional development grants by the University shall not constitute the "Significant Use of University Resources" unless specified by the University in the terms of the sabbatical, leave, or grant.

3. As early as possible in the creation of the Intellectual Property, preferably before the author or inventor meets the criteria regarding the "Significant Use of University Resources," the author or inventor shall disclose in writing the facts surrounding the creation of the Intellectual Property to the Senior Vice President for Academic Affairs (hereafter SVPA).

4. The written disclosure will include: (1) the names of the author(s)/inventor(s), (2) a description of the Intellectual Property, (3) a discussion of the circumstances that led to the development of the Intellectual Property and the University's involvement, (4) an explanation of what needs to be done to secure protection for the Intellectual Property, and (5) a discussion of what is to be done with the Intellectual Property and its possible benefit to the University.

5. If the SVPAA determines that the significant use of University resources will be required to develop Intellectual Property, the University and the author or inventor will negotiate a contract outlining rights and responsibilities. The contract should, at a minimum, describe the work; set any deadlines and reporting requirements; allocate the rights of each to publish, promote, revise, or otherwise use the work; delineate what rights, if any, the author/inventor retains for attribution, future use, or revision rights; and articulate the division of royalties or revenues, if any, from the sale of resulting products of Intellectual Property.

6. If an agreement between the author/inventor and the SVPAA is not reached within (60) sixty days of receipt of the written disclosure, the SVPAA will convene an Intellectual Property Committee that will recommend what action should be taken by the University. The committee will consist of two faculty members or staff of the SVPAA's choosing, two faculty members or staff of the author/inventor's choosing, and a fifth faculty member or staff agreed upon by the other four members. After receiving the committee's recommendation, the SVPAA will forward his/her final decision in writing to the author/inventor, all within the sixty-day period. The decision may include one of the following:

a. The University will release all ownership rights for the Intellectual Property to the author/inventors. The University will not require repayment of any expenditure made by the University in developing the Intellectual Property.

b. The University will release all ownership rights for the Intellectual Property to the authors/inventors. However, the University will require repayment of all expenditures made by the University in developing the Intellectual Property. Repayment will come out of any royalty income that might be received by the authors/inventors.

c. The University will retain partial ownership of the Intellectual Property with royalty income to be distributed as given below. University funds will be used to further develop, publish/patent, market, and protect the Intellectual Property from infringement.

d. The University will require an additional sixty days to have the Intellectual Property evaluated by technical development consultants to ascertain whether there would be sufficient interest and financial return to justify continuing the development of the Intellectual Property and its protection. By the end of the sixty-day period, the University will inform the author/inventor in writing which of the above three options was the final decision. If the University decides to retain partial ownership, the work will commence immediately and continue at a reasonable pace. Steps will be taken to maintain and limit the disclosure of patentable materials. Royalties derived from the marketing or licensing of the Intellectual Property will be distributed as follows:

i. All of the revenue generated by the Intellectual Property will first be used to recover the documentable costs associated with developing the Intellectual Property, seeking its protection, and marketing.

ii. Remaining income will be distributed as follows:

a. Inventor(s) or their heirs	50% of gross royalties
b. Inventor(s)' Department	20% of gross royalties
c. University	30% of gross royalties

#### C. University Initiated, Assigned, and Supported Efforts ("Work for Hire")

1. All rights and ownership of Intellectual Property reside with the University if:

a. The Intellectual Property was generated as a result of a "work for hire," which is specifically assigned or commissioned to the individual by the University or arising out of duties for which the individual was specifically employed.

b. The Intellectual Property resulted from the simultaneous or sequential contribution of numerous faculty, staff, and/or students over an extended period of time without a prearranged understanding of ownership.

c. The Intellectual Property was created by a student acting as an employee of the University and working on a project as part of responsibilities as an employee.

2. Under special circumstances, the University may share royalty income with the author or inventor of the protected Intellectual Property. Such an arrangement would require approval by the President in consultation with the SVPAA and other officers.

3. An individual who gains professional expertise through such Intellectual Property may engage in professional activities (consulting, presenting at conferences, publishing, etc.) that may result in additional compensation.

4. Any "Work for Hire" will be designated as such by the University and will require a written contract signed both by the employee or student and the University prior to beginning the work on Intellectual Property. In the absence of a written contract, any Intellectual Property developed by the individual remains the copyright of that individual.

#### D. Sponsor Supported Efforts from Outside the University

1. Where the terms and conditions provided in the sponsorship contract give total or partial ownership to the University, the following additional considerations will apply:

a. If the funding proposal to develop Intellectual Property was initiated and written by an individual or group of faculty or staff for the purpose of conducting research or developing instructional materials, the University's portion of the ownership of any Intellectual Property and resulting royalties shall be shared between the University and the involved individuals using

the formula delineated above under "University Assisted Individual Effort." The individuals provide the creativity associated with the development of the protected Intellectual Property.

b. If the funding proposal was initiated by the University and written by faculty or staff expressly for that purpose, the University shall retain all rights and ownership. This can be considered a "work for hire."

2. Intellectual Property purchased with funds provided by the outside funding agency or foundation shall remain the property of the University unless stipulated differently in the sponsorship contract.

E. Any provision in this policy may be changed by written agreement among all parties prior to the granting of Intellectual Property rights. The author or inventor voluntarily may transfer the Intellectual Property, in whole or in part, to the University. Such transfer shall be in the form of a written document signed by the author or inventor.

F. This policy will not be applied retroactively from the date that it is passed by the Faculty Assembly.

**APPROVED BY FACULTY ASSEMBLY APRIL 11, 2012**