

Utah Tech University Policy

160: Intellectual Property



- I. Purpose
- II. Scope
- III. Definitions
- IV. Policy
- V. References
- VI. Procedures
- VII. Addenda

I. Purpose

- 1.1 Utah Tech University (hereinafter referred to as “University”) is committed to providing an intellectual environment in which all members of the academic community—whether they are Faculty engaged in life-long professional development, Students pursuing educational objectives, or Staff dedicated to their own career goals—learn to the fullest extent possible. The University also recognizes and values creativity and innovation as part of this learning process. The University recognizes the importance of and wishes to encourage the transfer of new knowledge generated in the University to the private sector for the public good.

II. Scope

- 2.1 This policy addresses the rights to, interest in, and protection and transfer of Intellectual Property created by University Faculty, Staff, and Students. Principles and process to guide decision-making related to the ownership of Intellectual Property are covered in the policy.
- 2.2 This policy also describes the ways in which the University’s Faculty, Staff, and Students can protect the Intellectual Property that they create, both for their own benefit as well as to preserve the interests of the University.
- 2.3 This Policy complies with the Employment Inventions Act (Utah State Code § 34-39) and the Bayh-Dole Act (35 U.S.C. § 200-212) and affords University Faculty, Staff, and Students benefits above and beyond those required by law. These benefits are designed to encourage an environment that fosters discovery, creation, disclosure, entrepreneurship, and innovation of Intellectual Property to benefit Utah and its citizens.

III. Definitions

- 3.1 **Biological Materials:** Includes, but is not limited to, organisms, transgenic animals, plants and plant varieties, cells, cell lines, plasmids, vectors, viruses, cell products, cloned DNA and RNA, protein fragments, nucleic acid sequences, and protein sequences.
- 3.2 **Copyrightable Intellectual Property:** An original work of authorship fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. A work of authorship includes the following categories: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculpture works; motion pictures and other audiovisual works; sound recordings; and architectural works. See 17 U.S.C. §102.
- 3.2.1 Scope of Works Protected by Copyright (non-exclusive list)
- 3.2.1.1 Literary works;
 - 3.2.1.2 Musical works including accompanying words;
 - 3.2.1.3 Dramatic works including accompanying music;
 - 3.2.1.4 Pantomimes and choreographic works;
 - 3.2.1.5 Pictorial, graphic, and sculptural works;
 - 3.2.1.6 Motion pictures and audiovisual works;
 - 3.2.1.7 Sound recordings; and
 - 3.2.1.8 Computer programs and documentation including code for digital applications.
- 3.3 **Commercialization:** The activities involved in taking University Intellectual Property (IP) from its conceptual, emerging, prototype, or early developmental state to a point where commercial financial gains can be realized. It also encompasses the activities involved in developing collaborations, partnerships, contracts, and similar agreements with commercial companies to achieve mutually beneficial commercial outcomes. These activities may include, but are not limited to, technology maturation, development of product prototypes, joint proposals to other funding entities, and performing technology demonstrations.

- 3.4 **Copyright:** A form of protection grounded in the U.S. Constitution and granted by law for original works of authorship fixed in a tangible medium of expression. Copyright covers both published and unpublished works.
- 3.5 **Cumulative Expenses:** Any expenses incurred by the University for the protection and/or Commercialization of a particular work of University IP. Cumulative Expenses include, for example, expenses associated with the preparation and prosecution of a patent application and the maintenance of an issued patent.
- 3.6 **Disclosure Statement:** A written general description of a creation by the creator used to help assess the nature, extent and likely Intellectual Property interests in and development potential of the creation.
- 3.7 **Employee:** An individual employed by the University, including all Faculty and Staff.
- 3.8 **Equity Interest:** Any beneficial rights (such as royalties) derived from Intellectual Property owned by another.
- 3.9 **Extraordinary University Resources:** In the case of Faculty, University resources that would normally not be available to them or easily available to them outside the University, as well as resources that would not normally be available to most Faculty at the University. In the case of Students, Extraordinary University Resources means resources that are not available to the majority of Students in the course of the programs of study. Unless otherwise provided in writing, none of the following would constitute the use of extraordinary resources for Faculty, Staff, and Students: normal use of offices, office computers, libraries, secretarial services, photocopying, Software that is readily available to all Faculty and other types of resources, property and personnel that are readily and regularly available to Faculty in a specific program, department, or school.
- 3.10 **Faculty:** A University employee whose primary role is the teaching of University Students.
- 3.11 **Intellectual Property:** Any ideas, Inventions, technology, creative expression, and embodiments thereof, in which a proprietary interest may be claimed, including, but not limited to, Biological Material, Copyrightable Works, Discoveries, innovations, inventions, patents, and Trademarks.
- 3.12 **Intellectual Property Advisory Committee (“IPAC”):** The IPAC is a standing committee appointed by the University President comprised of two tenured Faculty members, two academic Deans, the Director of the

Atwood Innovation Plaza, an Employee from the Administrative Affairs Division, and the Provost and Vice President of Academic Affairs.

- 3.13 **Invention:** Any new or useful discovery, process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. An Invention is novel, useful, and not obvious to individuals skilled in the field in which it is developed and includes, but are not limited to, a **subject invention** defined by the Bayh-Dole Act defined as "any invention of the contractor that is conceived or first actually reduced to practice in the performance of work under a funding agreement." See 35 U.S.C. §101.
- 3.14 **Inventor:** An individual who contributes to the conception of the Invention. In this context, conception is the formation in the mind of the Inventor of a definite and permanent idea of the complete and operative Invention as it is to be applied in practice. Anyone (including a Student) who contributes to the conception of an Invention must be recognized as a co-Inventor. However, an individual (including a Student) who helps to test or perform work on an Invention or conception of another individual is not an Inventor.
- 3.15 **Net Proceeds:** The net amount received in each fiscal year from the transfer or licensing of Intellectual Property after deduction of all accrued costs reasonably attributable to such Intellectual Property, including without limitation any reasonable expense of patent prosecution, protection and litigation, and commercialization. Such direct costs typically include legal filing fees; patent application, issuance and maintenance charges; transfer or licensing costs; and product development costs. All expenditures, special advances, and repayment terms shall be identified and detailed in writing at the time they are made. The time of regular University personnel will not be included in the determination of costs attributable to Intellectual Property protection and commercialization.
- 3.16 **Out-of-Classroom Faculty Time:** Faculty time allotted for out-of-classroom academic activities in accordance with the Faculty member's Annual Faculty Activity Plan. Out-of-Classroom Faculty Time shall not interfere with faculty workload obligations in USHE Policy 483-3.
- 3.17 **Revenues:** Any (i) royalties, (ii) fees (e.g., license fees, maintenance fees, and exit fees), and/or (iii) Revenues derived as a result of equity (e.g., dividends and the sale of shares) that are actually received by the University as a result of the Commercialization of a particular work of UT IP less any Cumulative Expenses associated with the particular work.

- 3.18 **Scholarly Works:** Journal articles; theses; dissertations; textbooks for higher education; classroom instructional materials for higher education, e.g., tests, course or lecture notes, handouts, slides, or worksheets; and works that are purely artistic or musical in nature. Scholarly Works exclude any University IP described in the Scholarly Work itself, such as Inventions, patents, Tangible Research Property, Trademarks, service marks, Trade Secrets, and know-how.
- 3.19 **Software:** Computer instructions (algorithms and code), data and accompanying documentation.
- 3.19.1 “Algorithm” means a logical arithmetical or computational procedure that if correctly applied ensures the solution of a problem.
- 3.19.2 “Source code” means an original computer program written by a programmer in human-understandable form. It is converted into the equivalent object code (written in machine language) by the compiler or assembler in order to run on a computer.
- 3.19.3 “Object code” means the form of a program that is executable by a machine, or usable by an assembler that translates it directly to machine-understandable language. This form of Software is not readable or modifiable by human beings other than through extraordinary effort.
- 3.20 **Sponsored Project:** An externally funded activity governed by a written agreement between the University and the sponsor. Sponsored Project agreements typically involve grants, contracts, cooperative agreements or letters of agreement.
- 3.21 **Staff:** A University Employee whose primary role is non-teaching, e.g., administers a University organization and function(s) (President, Vice Presidents, Directors, etc.) or supports a University organization and function(s).
- 3.22 **Student:** A person who is currently or was at the time of the time of the conception of the Intellectual Property, matriculated and/or registered in any class, program of instruction, or training offered by the University at any level, whether or not for credit.
- 3.23 **Supervisor:** The employee who exercises the authority or responsibility to appoint, reappoint, promote, manage performance, assign work, administer compensation, terminate, or take other action concerning

another Employee's terms and conditions of employment.

- 3.24 **Tangible Research Property:** Tangible items produced in the course of research, such as compositions, chemical compounds, Biological Materials, materials, drawings, devices, integrated circuit chips, computer databases, Software, prototypes, circuit designs, and equipment.
- 3.25 **Trademark:** A word, phrase, symbol, or design, or a combination thereof that identifies and distinguishes the source of the goods or services of one party from those of others.
- 3.26 **Trade Secret:** Information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. See Utah State Code §13-24-2.
- 3.27 **Work for Hire:** A work prepared by an employee within the scope of his or her employment; or 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. See Copyright Code for further clarifications: <http://www.copyright.gov/title17/92chap1.html#101>

IV. Policy

4.1 Ownership and other Interests in Copyrightable Intellectual Property

4.1.1 Framework: This section deals with the ownership of Copyrightable Intellectual Property created by Faculty, Staff, and Students (in separate subsections). Faculty copyright creations are governed by section 4.1.2; Staff copyright creations are governed by section 4.1.3; and Student creations are governed by section 4.1.4.

4.1.2 Faculty Copyrightable Intellectual Property

4.1.2.1 Faculty own the Copyright resulting from scholarly and creative publications they develop. The University's Equity Interest is determined by IPAC, which will consider the circumstances listed below.

4.1.2.2 If the University provides extraordinary resources toward the creation of Copyrightable property, the Faculty will own the Copyright but the University will be entitled to an equity

interest in the profits derived from the Commercialization of the Intellectual Property.

4.1.2.3 If the University initiates a creative project, solicits voluntary Faculty participation in the project, and provides funding for the project, possibly including compensation/release time for the Faculty member, the University will own the Intellectual Property rights developed through the project unless the University agrees to share ownership. A written document, signed by the Faculty member prior to initiation of the project, will be executed to acknowledge the University's ownership, or sharing arrangement, and the Faculty member's commitment to cooperate with the University, at University expense, to protect and commercialize the Intellectual Property. Should the parties agree, the University may opt to share with the Faculty involved any profits that result from the Intellectual Property created on the project. Such agreement, and the details of profit-sharing arrangements, shall be recorded in a written document signed by both parties, which shall supersede this policy to the extent that any provisions conflict.

4.1.2.4 If the University and an outside sponsor enter into an agreement to carry out research or other creative activity involving Faculty, the Faculty who participate in the project shall comply with the conditions of the agreement regarding ownership, protection and licensing of Intellectual Property developed under the agreement and may be required to agree in writing that they will so comply. Copyright terms of such agreements, even when they deviate from the provisions of this policy, will be negotiated with the sponsor by the IPAC, with the consent of the Faculty involved, and the appropriate Dean(s).

4.1.3 Staff Copyrightable Intellectual Property

4.1.3.1 The University owns the Copyright to works created by University Staff in the course and scope of their employment.

4.1.3.2 Staff persons own the Copyright to all works created by them without the use of University resources and developed outside the course and scope of their employment, and the University has no equity interest in any proceeds derived from

them. Staff persons are advised to notify the IPAC about their external activities if they have concerns that the University might claim ownership interests in any Intellectual Property resulting from those activities.

4.1.3.3 The University may employ or engage individuals under specific contractual terms that allocate Copyright ownership rights between the parties in a different manner than specified above. Such agreement(s) shall supersede this policy to the extent that any provisions conflict.

4.1.3.4 There may be occasions when University Staff also serve as Faculty for the University. Under these circumstances, written agreements should be entered into in advance of undertaking any research or creative activity to clarify whether the individual is acting in their Staff or Faculty capacity in carrying out the activity. Unresolved questions on ownership may be directed to IPAC, and a recommendation regarding ownership rights will be made to the President. Such agreement(s) shall supersede this policy to the extent that any provisions conflict.

4.1.4 Student Copyrightable Intellectual Property

4.1.4.1 Students will normally own the Copyright to the scholarly and creative publications they develop, including works fulfilling course requirements (term papers and projects), Senior Projects, and Master's Theses/Projects. Students retain Copyright ownership as long as they are not paid for the work that results in the creation and do not receive Extraordinary University Resources in support of the work. Nonetheless, by enrolling at the University, the Student grants the University a nonexclusive, royalty-free license to mark on, modify, publicize, and retain the work as may be required by the Faculty, department, or the University. The University is not entitled to an equity share in any ownership profits, except in the circumstances covered below.

4.1.4.2 When the Student is employed by the University and the creation falls within the scope of that employment, either the University or the Faculty member (when the Student is hired specifically to work on a Faculty project) owns the Copyright according to the same standards that apply to Staff creations,

or Faculty creations.

- 4.1.4.3 If the Student receives Extraordinary University Resources that further the creation or development of the creative work, then the Student owns the Copyright, but the University retains an equity interest in the creation using the same standards that govern Faculty creations.
- 4.1.4.4 If the Student works on a Sponsored Project or a special Intellectual Property agreement and the creation falls within the scope of that work, then the Student is bound by the written agreements governing the allocation of Copyright ownership.
- 4.1.4.5 When the Student is employed by an outside entity and the creation falls within the scope of that employment, then the Student normally will be bound by a contract with the outside entity, including any provisions for Copyright ownership, and the University will have no rights to the Intellectual Property developed.

4.2 Ownership and Interest in Inventions, Patents, and forms of Intellectual Property

4.2.1 Framework: This section deals with the ownership of an Invention, a patent, and other forms of Intellectual Property created by Faculty, Staff and Students (in separate sections). Faculty members are governed by section 4.2.2; Staff members are governed by section 4.2.3; and Students are governed by section 4.2.4.

4.2.2 Faculty

- 4.2.2.1 A Faculty member owns the Intellectual Property resulting from the Faculty member's scholarly activity. The University's equity interest is determined by the IPAC and shall be consistent with the circumstances listed below.
- 4.2.2.2 A Faculty member creating Intellectual Property during their Out-of-Classroom Faculty Time will own the Intellectual Property, but the University shall be entitled to and must receive an equity interest in the profits derived from the Commercialization of the Intellectual Property, according to the provisions in section 4.4 University Equity Interests.

- 4.2.2.3 If Extraordinary University Resources are provided in the creation of Intellectual Property, then the Faculty member will own the Intellectual Property rights, but the University shall be entitled to and must receive an equity interest in the profits derived from the Commercialization of the Intellectual Property, according to the provisions in section 4.4 University Equity Interests.
- 4.2.2.4 If the University initiates a creative project, solicits voluntary Faculty participation in the project, or provides funding for the project, including compensation/release time for the Faculty member, the University owns the Intellectual Property rights developed through the project unless the University agrees to share ownership or share profits resulting from any Intellectual Property created. If the University agrees to share ownership or profits, a written agreement signed by the Faculty member and the University must be fully executed prior to initiation of the project. Any such agreement must include an acknowledgement of the University's Intellectual Property ownership; the University's agreed-upon ownership sharing or profit sharing arrangement; and the Faculty member's commitment to cooperate with the University, at University expense, to protect and commercialize the Intellectual Property.
- 4.2.2.5 If the University enters into a Sponsored Project agreement to carry out research or other creative activities involving a Faculty member, the Faculty member who participates in the project shall comply with the conditions of the Sponsored Project agreement pertaining to the ownership, protection, and licensing of Intellectual Property developed, and may be required to confirm and agree in writing that the Faculty member will so comply. The Intellectual Property terms in a Sponsored Project agreement, even when they deviate from the provisions of this policy, must be negotiated with the sponsor by the IPAC, with the consent of the involved Faculty member and the appropriate Dean(s). Such Sponsored Project agreement(s) shall supersede this policy to the extent that any provisions conflict.

4.2.3 Staff

- 4.2.3.1 The University owns all Intellectual Property rights in works

created by University Staff in the course and scope of their employment.

- 4.2.3.2 The University has no equity interest in any proceeds derived from Intellectual Property that is created by a Staff member without the use of University resources and that is developed outside the course and scope of employment. A Staff member must notify the Staff member's immediate supervisor, the IPAC, and the Conflict of Interest Committee about any external activity if the Staff member has a concern that the University might claim ownership interest in any Intellectual Property resulting from the Staff member's activities.
- 4.2.3.3 The University may employ or engage a Staff member under specific contractual terms that allocate Intellectual Property rights between the parties in a different manner than specified above.
- 4.2.3.4 When a University Staff member also serves as a Faculty member for the University, a written agreement must be entered into between the University and the Employee in advance of the Employee undertaking any research or creative activity, in order to clarify whether the Employee is acting in a Staff or Faculty capacity in carrying out the activity.

4.2.4 Students

- 4.2.4.1 Students enrolled at the University may create valuable Intellectual Property while fulfilling course requirements, in conjunction with University employment, and/or through the use of University resources. The ownership interests in such Intellectual Property depend on the particular circumstances surrounding the creation. In particular, Students must be careful to differentiate their own creative contributions from those of their Faculty instructors and mentors. The following parameters apply:
 - 4.2.4.1.1 If a Student is not paid for the work resulting in the creation and does not receive significant University resources in support of the work, the Student owns the Intellectual Property interests in the creation. This is true even if the Intellectual Property is created to fulfill course requirements or other academic requirements.

Nonetheless, by enrolling at the University, the Student grants the University a nonexclusive, royalty-free license to mark on, modify, publicize, and retain the work as may be required by the Faculty, department, or the University. The University is not entitled to an equity share in any ownership profits, except in the circumstances covered below.

- 4.2.4.1.2 If a Student is employed by the University and the Intellectual Property creation falls within the scope of employment, then either the University or the supervising Faculty member owns the Intellectual Property, according to the same standards that apply to Staff Intellectual Property, or Faculty Intellectual Property.
- 4.2.4.1.3 If a Student receives Extraordinary University Resources that further the creation or development of the Intellectual Property, then the Student owns the Intellectual Property, but the University retains an equity interest, using the same standards that govern Faculty Intellectual Property.
- 4.2.4.1.4 If a Student works on a Sponsored Project or under a special Intellectual Property agreement and the creation falls within the scope of that work, then the Student is bound by the written agreements governing the allocation of Intellectual Property rights.
- 4.2.4.1.5 If a Student is employed by an outside entity and the creation falls within the scope of that employment, the Student normally will be bound by a contract with the outside entity, including provisions intended to protect and allocate Intellectual Property rights, and the University will have no rights to the Intellectual Property developed. University resources may not be used unless a prior special Intellectual Property agreement is in place.

4.3 Ownership and other Interests in Software

- 4.3.1 The proprietary protection available for Software is unique in that both Copyright and patent protection are available. Copyright protection may cover the expression of a Software idea in a tangible

medium. Patent protection may cover an algorithmic and/or code Invention.

- 4.3.2 Due to these dual protections, Software is subject to the provisions of Section 4.2 of this policy, and any underlying algorithm or code which may have commercial value must be disclosed to the IPAC. After the IPAC considers patent protection for any Software, the IPAC shall also consider Copyright protection as additional or alternative protection.

4.4 University Equity Interest: Even when the University does not own Intellectual Property under this policy, if the University provides Extraordinary University Resources to the creation of intellectual properties, or if the Intellectual Property is created by Faculty during Out-of-Classroom Faculty Time, the University enjoys an equity interest in the Net Proceeds derived from those properties. The University's equity interest is determined by the amount of Out-of-Classroom Faculty Time spent and the extent of use and the value of the Extraordinary University Resources utilized. The University's equity interest in a particular Intellectual Property will be agreed upon before pursuing protection/Commercialization. If the Intellectual Property is created by Faculty during Out-of-Classroom Faculty Time, the University's equity interest will be at least 20%. In no case will the University's interest be greater than 50%. Nothing in this policy is meant to preclude the University from recovering its direct costs associated with services provided in furtherance of the creation of Intellectual Property or the Commercialization of such Intellectual Property.

V. References

5.1 Bayh-Dole Act of 1980 (35 U.S. Code Section 200)

- 5.1.1 The Bayh-Dole Act was passed in 1980. The purpose of the policy is to encourage the utilization of Inventions produced under federal funding. The Bayh-Dole Act resulted in a unified patent rights clause that is included in all federal funding agreements, and it permits non-profit organizations, including non-profit universities, and small businesses to elect to retain title to Inventions made in the performance of federally funded research. The objectives of the Bayh-Dole Act include using the patent system to promote licensing and Commercialization of new Inventions and creating collaborations between nonprofit organizations and industry.

5.2 Copyright and Fair Use: <http://www.copyright.gov/fls/fl102.html>

- 5.3 Employment Inventions Act (Utah State Code § 34- Chapter 39)
- 5.4 UT Policy 145: Copyright
- 5.5 UT Policy 157: Personal Conduct/Conflicts of Interest
- 5.6 Utah Public Officers' and Employees' Ethics Act (Utah Code Ann. § 67-16-1 et seq.) prohibits University employees from soliciting or accepting a gift that is intended to, or could, improperly influence a public employee in the performance of his/her public duties. Occasional non-monetary gifts with a value of not more than \$50 are generally excluded from the Act. Employees who violate the Act are subject to termination and criminal penalties.

VI. Procedures

- 6.1 Intellectual Property Advisory Committee (“IPAC”)
 - 6.1.1 The Provost and Vice President of Academic Affairs shall chair the IPAC. Faculty appointees shall serve three-year terms. The IPAC shall review and monitor University activities on matters relating to the administration of this policy. The IPAC shall be consulted in advance concerning any material changes to the policy.
 - 6.1.2 IPAC Functions
 - 6.1.2.1 Guidelines: IPAC shall create and publish the campus community guidelines to be followed in determining, on a case-by-case basis, whether a discovery or Invention is:
 - 6.1.2.1.1 Timely disclosed to IPAC;
 - 6.1.2.1.2 Made or created in the course of the academic process or with the use of Extraordinary University Resources;
 - 6.1.2.1.3 If made or created in the course of the academic process or with the Extraordinary University Resources, the portion of ownership of the discovery or Invention to be accorded to the University.
 - 6.1.2.2 Disclosure to IPAC: Intellectual Property resulting from A Faculty member, Staff member, or Student’s participation in the Academic Process, or with the use of University resources, and/or in the course and scope of University employment, shall, at the earliest opportunity, be disclosed in

a written and confidential memorandum emailed by the Faculty member, Staff member, and/or Student to the Provost and Vice President of Academic Affairs, as Chair of the IPAC, briefly describing such Intellectual Property. The disclosure serves as an important element in the protection process since it is dated and includes a description of the Invention, including when it was conceived and reduced to practice.

- 6.1.2.3 IPAC Review: In making its assessment, the Committee will rely on information provided by both the Inventor and the University. The IPAC will consider proprietary information confidentially. Similarly, committee records will be kept confidential and committee members will be bound to maintain confidentiality. IPAC, in accordance with its Guidelines, shall make a preliminary determination and recommendation to the President or the President's designee.
- 6.1.2.4 Determination of ownership: The determination of ownership, profit sharing, and/or equity interest shall be made by the President or the President's designee.

6.1.3 Income Allocation

- 6.1.3.1 General Objectives: The IPAC shall make recommendations for the allocation of the University's Net Proceeds from Intellectual Property.
- 6.1.3.2 In the transfer of Intellectual Property and allocation of Net Proceeds derived from Intellectual Property, the general objectives are to direct funds toward the Inventor(s)/creator(s), assure the transfer and development of those discoveries for the public benefit, and provide for the funding of future creative effort by University Faculty, Students, and Staff.
- 6.1.3.3 Intellectual Property Funds: When the University or the UTIF owns Intellectual Property or enjoys an equity interest in it, the University's or UTIF's share of Net Proceeds derived from that Intellectual Property generally will be allocated as determined by the IPAC in consultation with the Office of the Provost and the Vice President of Administrative Affairs.
- 6.1.3.4 Protection: At the request of the Provost and Vice President of Academic Affairs, or in satisfaction of Sponsored Projects

agreement requirements, the UTIF shall initiate action to further evaluate the need for and practicality of securing appropriate statutory protection over any Intellectual Property subject to this policy. Results of any such evaluations shall be reported to the IPAC and the Inventor or creator.

6.1.3.5 Perfection of Rights: The perfection of legal and equity interests in Intellectual Property generally involves exacting documentation and compliance with statutory and regulatory procedures. Sponsored agreements may have specific Invention or creation disclosure requirements, and patent/Copyright and licensing provisions requiring compliance through the University.

6.2 University Assistance and Expectations of the Inventor: The protection and Commercialization of Intellectual Property requires close attention to relevant laws. For example, for a patentable Invention, one must carefully and properly document all activities involved in developing the Invention from conception to reduction to practice. In addition, there are reasons to preserve secrecy for certain time periods so that an Invention can be adequately protected. These considerations often run counter to the typical academic approach of quickly sharing knowledge in the form of presentations at professional meetings and publications in scholarly journals.

6.3 Protection and Commercialization: When the University owns or enjoys an equity interest in Intellectual Property and has elected to pursue protection and/or Commercialization of that Intellectual Property, the Inventor is expected to cooperate with the University, at the University's expense, in the protection and/or Commercialization of the Intellectual Property, including executing appropriate written instruments to perfect legal, profit sharing, ownership, and/or equity rights. It is anticipated that the Inventor will be an active participant in decisions regarding the further protection and/or Commercialization of the Intellectual Property.

6.3.1 Under certain circumstances in which the University holds an ownership interest, profit sharing interest, or equity interest, legal, financial, and business assistance may be provided to an Inventor seeking to protect or commercialize the Intellectual Property. The University's decision to provide such assistance will be made on a case-by-case basis based on the IPAC's recommendation.

6.3.2 For assistance to be provided, an Inventor must file a Disclosure Statement with the IPAC as provided in this Policy. The IPAC, as a disinterested party, maintains this disclosure as documentation to support potential patent claims. When the University provides legal, financial, business, and/or Extraordinary University Resources to support Intellectual Property, the University shall recoup expenditures from gross proceeds derived from those Intellectual Property interests that are successfully commercialized.

6.3.3 Income Allocation from Commercialization

6.3.3.1 In the event the University derives Net Proceeds from an Intellectual Property Commercialization, the IPAC shall make a recommendation to the President or the President's designee for the allocation of the Net Proceeds from that Intellectual Property Commercialization.

6.3.3.2 The IPAC's general objectives are to direct funds to ensure the transfer and development of those discoveries for the public benefit and provide for the funding of future creative effort by University Faculty, Students, and Staff.

6.3.3.3 The President or the President's designee will determine how the Net Proceeds from the Commercialization of that Intellectual Property will be allocated.

6.3.4 Inactivity: If it is determined that the University owns, has an equity interest in, or has a profit-sharing interest in Intellectual Property, a decision by the IPAC to pursue protection and/or Commercialization of that property will generally be made within six months of a request by the Inventor for such a decision. If the University decides to pursue protection and Commercialization, it must then act diligently in this regard. If the University fails to act diligently, the Inventor may request the IPAC reconsider the University's decision to pursue protection and/or Commercialization. Alternatively, if the University determines not to pursue protection and/or Commercialization of the Intellectual Property, it may renegotiate its ownership/equity interest/ profit sharing rights with the Inventor, including consideration of a licensing agreement.

6.4 The Utah Tech Innovation Foundation

6.4.1 The UTIF is a non-profit organization created to support the

University. Its policies concerning Intellectual Property must not conflict with this Policy.

6.5 Assignment of Interest or Transfer of Ownership

- 6.5.1 Any proposed assignment of interest or transfer of ownership involving Intellectual Property between the University and a Faculty member, a Staff member, and/or a Student must be documented through an appropriate legal agreement reviewed and approved by the Office of General Counsel.

VII. Addenda – N/A

Policy Owner: Office of General Counsel
Policy Steward: Office of General Counsel

History:
Approved 10/25/2016
Revised 4/28/23