



**SUBJECT: INTELLECTUAL PROPERTY**

1. General Policy

As an institution of higher learning, Lubbock Christian University is entrusted with the responsibility to facilitate application of scientific, technical, artistic, and intellectual endeavors for public use and to provide for an equitable disposition of interests among the authors or inventors, the University, and where applicable, the sponsoring or contracting funding source.

The University recognizes that faculty, staff, or student research and scholarship may result in inventions, manuscripts, computer software, and trade secrets of other products that are potentially marketable. It is the policy of the University to serve the public interest by encouraging scholarly activity without regard to potential gains from royalties and other forms of income; however, all policies governing patentable or copyrightable inventions, publications, or other marketable products will provide adequate recognition and incentives to sponsors, inventors, and authors.

The Intellectual Property Policy, as adopted, shall apply to all faculty, staff, students, and to anyone using university facilities or supervised by university personnel. Individuals employed by, enrolled in, or using university facilities agree to abide by this policy as a condition of their employment, enrollment, or use.

2. Classification of Intellectual Property

a. The patentable or copyrightable product has resulted from the individual's efforts solely on his or her own time, with no university support or use of university facilities.

b. The patentable or copyrightable product has resulted from research or other activities performed by the individual utilizing less than a substantial level of direct support from the University.

c. The patentable or copyrightable product has resulted from research or other activities performed by the individual utilizing a substantial level of direct support from the University in excess of the customary use of university facilities and personnel.

d. The patentable or copyrightable product has resulted from research, in whole or in part, supported by a grant or contract with any government or governmental agency, federal, state, or local, non-profit foundation or commercial, corporate or for-profit organization of any kind whatsoever.

3. Ownership-Basic Policy

a. The University claims no ownership in copyrightable and patentable works under section 2.a.

b. The University does not claim copyright or patent rights on material resulting from teaching, research, scholarly and artistic activities such as scholarly articles, research bulletins, monographs, paintings, musical compositions, dramatic compositions, sculptures, architectural designs, books, textbooks, theses, dissertations, submissions to scientific and technical journals, reference works and the like, when it provides no substantial direct support beyond regular salary, customary use of secretarial assistance, and the use of library studies or offices.

c. Copyrightable or patentable material resulting from individual, group, or interdisciplinary efforts receiving a substantial level of direct support from the Institute or its departments or units in the form of money, personnel, or facilities beyond those levels of support described in section 3.b., is regarded as university sponsored and shall be the property of the University, and at the University's option shall be copyrighted or patented in the name of Lubbock Christian University except for material produced or developed under grants or contracts from agencies of the federal, state, or local government or private sources. A substantial contribution, further, is one that is significant in the context of the situation and the practices of particular disciplines and departments or other units of the University.

(1) A substantial level of direct university support can generally be defined as follows:

(a) When equipment, materials, and staff services from any of a variety of university departments other than the home department or unit are used in the development of the copyrightable or patentable materials at no expense to the author or inventor or home department or unit;

(b) When the author or inventor has received support for the development of copyrightable or patentable materials, such support being in the form of money in excess of normal salary, reduced workload in excess of that customarily given, or other resources from a department, or any unit of the University.

(c) When the author or inventor receives a personal development leave with its principal purpose involving the creation of a work of intellectual property.

(2) In all cases of substantial university support, an appropriate agreement determining the ownership of copyrightable or patentable product between the University and the author or inventor shall be entered into prior to the beginning of the project. Questions as to whether particular research projects or other activities are considered university sponsored should be addressed to the President or designee if the affected parties cannot resolve them.

d. Copyrightable and patentable works produced under grants or contracts as described in section 3.c., shall be subject to the conditions of the contract or grant with respect to ownership, distribution, and other rights. If the contract or grant does not specify the allocation of the rights in the copyrightable or patentable works, the University will claim the copyright or patent on the work.

e. Copyrightable or patentable works such as computer software prepared by university employees or students using university computers or laboratories cannot be easily categorized. Therefore, for all research and other activities using university computers and laboratories, there must be an agreement signed in advance as to whether there is a substantial level of direct support. Normal usage of computers and laboratories within the respective discipline should be a major factor in determining whether there is a substantial level of direct support being provided by Lubbock Christian University. In the event there is a disagreement on the level of Lubbock Christian University support, the dispute should be submitted to the President or designee for determination.

#### 4. Disclosure Requirements and Implementation Procedure

a. Authors or inventors of a patentable or copyrightable product which falls under sections 3.a or 3.b. need not have their products reviewed because the University does not claim interest in said works; however, the University name must not be used to promote the product without permission of the University.

b. Employees or students may request university assistance in developing or marketing a copyrightable or patentable product even where the University does not claim ownership. Requests for assistance may be made to the appropriate administrator. The administrator must refer the request to the President or designee for final approval.

c. In cases involving products that require a substantial level of direct support from the University, the proponents of the project must send a notification to the appropriate administrator. The notification should include the following information:

(1) The extent to which university equipment, facilities, personnel or money are to be used;

(2) The nature of the intellectual property to be produced;

(3) The relative contribution of the authors or inventors in light of the substantial level of direct support by the University;

(4) Any other information relevant to determining the level of direct support being provided by the University.

Where the author or inventor or any other interested party, including the relevant administrative personnel, cannot agree on whether there is a substantial level of interest, the dispute shall be forwarded to the President or designee with all of the relevant documents. The President or designee shall make the final determination.

d. In cases where extramural funding or contracts are involved, including the use of university facilities or personnel, employees or students must disclose the pending contracts to their immediate administrative supervisors or academic sponsor. The notification shall include the following information:

- (1) The sponsor of the proposed project and the proposed terms of the agreement, including the ownership of the intellectual property that is to be created by the project;
- (2) The extent to which university equipment, facilities, or personnel are to be used;
- (3) The nature of the intellectual property to be produced;
- (4) Any other relevant information.

Appropriate administrators will receive notification, evaluate, and forward recommendations to the President or designee for approval.

e. The decision regarding extramural agreements shall be based on the following guidelines. Administrative approval of application requests to, and acceptance of grants or contracts with a federal, state, or local government unit, or any agency thereof, or with a nonprofit foundation or a private donor, implies a definite decision that the value to the University of receiving the grant or performing the contract outweighs the impact of any resulting change in the basic Intellectual Property Policy. The Intellectual Property Policy of the University is subject to, and thus amended and superseded by, the specific terms pertaining to patent and copyright right included in federal, state, or local governmental grants and contracts, or grants and contracts with nonprofit foundations, or private donors to the extent of any conflict.

(1) The University recognizes the academic advantages that can come from close scientific cooperation between the research staff of the University and the research staffs of industry. The provisions of joint research arrangement with industry shall take into account:

- (a) The extent of the industrial participant's contribution of funds and other services, including unique knowledge;
- (b) The impact of the joint effort on the research and educational programs of the University;
- (c) The protection of the personal achievements of the University participant(s);
- (d) The interests of the governmental or private entities that provide basic financial support.

(2) Balancing the equities between these different interests may require the joint arrangement to contain provisions for:

- (a) Non-exclusive licensing;
- (b) Granting exclusive information prior to publication or patent or copyright application;
- (c) Royalty-free, non-exclusive license;
- (d) Exclusive license for some limited period of time;
- (e) Exclusive license for the life of the patent or copyright;
- (f) Such other provisions as will properly equate the equities involved, including the right of the University to terminate an exclusive license upon failure of the industrial participant to develop or exploit the idea in a manner which will enhance the interest of the public.

f. To evaluate the prospect of copyrights or patents of products developed with a substantial level of direct support, the University, after consultation with the employee, will use whichever of the procedures listed below is most appropriate for the particular case:

- (1) Evaluation by the appropriate administrator;
- (2) Evaluation by an outside patent management organization chosen by the University;
- (3) Evaluation by a corporation or group that might have an interest in pursuing a patent;
- (4) Where a patentable or copyrightable product is developed with a substantial level of direct support, the author or inventor must notify the appropriate administrator concerning the product prior to this completion so that the University can determine whether an actual copyright or patent application will be filed by the University.

If the evaluation and the final product indicate that a formal patent application or copyright should be filed, the employee(s) will execute an assignment of rights to Lubbock Christian University, or its nominees, as outlined in section 6.

In the event that evaluation of the disclosure results in a decision that Lubbock Christian University will not seek a copyright or patent, Lubbock Christian University will assign its interest to the individual.

#### 5. Assignment of Copyright or Patent Rights to the University or Its Nominees

a. Where the University claims ownership in a copyrightable or patentable product created by an employee of the University, the employee will execute all documents necessary to assign to the University or its nominee(s) all rights that he or she may have to such intellectual property both in the United States and in foreign countries. In addition, he or she agrees to do everything that is required subsequently to assist all subject property. The University acknowledges that an equity in the property remains with the employee. The determination of the employee's equity and share of income derived from royalties from a copyright or patent is as set forth in section 8.

b. Where the University either has entered into an agreement with an individual to exploit his or her intellectual property or has an equity interest in the intellectual property pursuant to this policy, the University, through the appropriate administrator, shall work with the individual in the licensing, developing, and marketing of the intellectual property. The agreement will clearly outline responsibilities and liabilities assumed by the University and the individual in the exploitation of the intellectual property product. Final authority to make licensing, development, and marketing decisions shall reside with the President or designee. The University may enter into confidential disclosure agreements with private investors, developers, or corporations to license, develop, or market the intellectual property where it would best serve in the interest of the University, the creator of the intellectual property, or public interest. The University is prohibited from entering an agreement that violates its Articles of Incorporation or status as a non-profit corporation.

Where multiple Lubbock Christian University departments or units are involved, the distribution to those units under the guidelines specified in section 6 shall be determined prior to the time the product is exploited, after negotiations with all affected parties.

#### 6. Guidelines for Distribution of Royalties

Where the University has an ownership interest in the intellectual property pursuant to this policy, the following provisions will govern the distribution of royalties and other income after the University has recouped all direct costs associated with the processing of the patent or copyright application:

<u>Net Royalty</u>	<u>Individual</u>	<u>University</u>
\$0-\$50,000	70%	30%
\$50,001-\$ 100,000	60% of amounts >\$50,000	40% of amounts >\$50,000
\$100,001 or more	50% of amounts >\$100,000	50% of amounts > \$100,000

The division of net royalties and other income from patents and copyrights managed by a patent or copyright agent will be controlled by university agreement with such agent, as approved by the President or designee.

#### 7. Equity Ownership

This policy allows equity ownership and business participation by University faculty, staff, or students consistent with state law as presently stated or any other future statutory provision relating to the subject matter of this Intellectual Property Policy.

Contact for Interpretation: President

This policy and procedure supersedes all prior policy and procedure statements on this subject.