**Ursinus College Intellectual Property Policy**

1. **PURPOSE:**

As a place of teaching and learning, Ursinus College recognizes the importance of developing new ideas, techniques, and technologies on campus. This policy is intended to facilitate the invention, transfer, application, and possible commercialization of intellectual property that promises to benefit the inventor, the public and the College. The policy further strives to protect the rights and interests of the inventor, the College, and the wider community while also providing recognition to, and incentives for, faculty and others engaged in research activities.

By law, and without this Policy, Ursinus College owns almost all intellectual property created by its Community Members. However, in accordance with the College’s egalitarian philosophy, every effort will be made to support the Community Members creating intellectual property.

1. **DEFINITIONS:**

***“College-Owned Intellectual Property”*** means all Intellectual Property other than Community Member-Owned Intellectual Property.

“***Committee***” means the Intellectual Property Advisory Committee of Ursinus College.

“***Intellectual Property***” means any software, research, article, study, artistic works (including but not limited to photograph, painting, literary work, musical work, theatrical work, dance, creative writing, sculpture, multimedia work, theatrical design), invention, formula, process, discovery, development, design, innovation or improvement (whether or not patentable or registrable under copyright statutes) made, conceived, developed or first actually reduced to practice by a Community Member solely or jointly with others, during the period in which the Community Member is (i) employed by Ursinus College, (ii) enrolled as a student at Ursinus College or (iii) engaged by Ursinus College to provide any services as an independent contractor.

“***Community*** ***Member***” means a member of the Ursinus College community, including all faculty, staff, students and independent contractors of Ursinus College.

“***Community*** ***Member-Owned Intellectual Property***” has the meaning set forth in Section V below.

***“Net Revenue”***: The royalty or revenue received by Ursinus College from the commercialization of the College-Owned Intellectual Property, less all costs and expenses incurred by Ursinus College in connection with the College-Owned Intellectual Property, including, without limitation, legal fees, filing fees, licensing agent fees, consultant fees, accountant fees and out-of-pocket expenses.

“***Policy***” has the meaning set forth in Section I above.

“***President***” means the President of Ursinus College.

“***Separate Agreement***” means an agreement, grant or other document that (i) contains terms and conditions governing the use and ownership of Intellectual Property and (ii) is binding upon Ursinus College. In order for a Separate Agreement between Ursinus College and a Community Member to be binding on Ursinus College, the Separate Agreement must be signed by the President or a designate as specified in the UC Signing Authority document.

1. **APPLICABILITY**

All Community Members and agents of the College are subject to the terms and conditions of this Policy. This Policy sets forth the rights and obligations of Ursinus College and its Community Members with respect to all Intellectual Property, including all Intellectual Property created prior to the effectiveness of this Policy. However, Ursinus College will from time-to-time enter into Separate Agreements which govern the use and ownership of Intellectual Property. In such cases, if any term or condition of any Separate Agreement conflicts or is inconsistent with any term or condition of this Policy, then the conflicting or inconsistent term contained in the Separate Agreement shall govern and control. Note that under the Bayh-Dole Act of 1980, ownership of patents developed at educational institutions through government grants is vested in the institution.

Limitations exist with respect to the College’s activities in the exploitation of its intellectual property and its tax-exempt status. This patent policy is not to be interpreted or administered in a way which could jeopardize the College’s tax-exempt status.

1. **OWNERSHIP RIGHTS**

Ursinus College shall be the sole and exclusive owner of all right, title and interest in and to all College-Owned Intellectual Property, and no Community Member shall have any right, title or interest in or to any College-Owned Intellectual Property. A Community Member who develops College-Owned Intellectual Property has a duty to assign any and all rights to Ursinus College. As owner, Ursinus College shall have sole authority to exercise all rights available with respect to any College-Owned Intellectual Property, including, without limitation, negotiating and entering into agreements for the sale or license of the College-Owned Intellectual Property and obtaining copyright, trademark or patent protection for the College-Owned Intellectual Property. No Community Member shall sign any agreement which purports to abrogate any of Ursinus College’s rights and interests as stated in this Policy or as provided in any Separate Agreement. College personnel engaged in consulting or outside activities are responsible for determining whether those activities conflict with this policy.

1. **OWNERSHIP RIGHTS OF COMMUNITY MEMBERS**

All right, title and interest in and to all Community Member-Owned Intellectual Property (as defined below) shall be solely and exclusively owned by the Community Member who made, conceived, developed or first reduced to practice the Community Member-Owned Intellectual Property. However, Ursinus College shall have a non-exclusive, perpetual and royalty-free license to use all Community Member-Owned Intellectual Property for internal instructional, educational and administrative purposes, including, without limitation, for satisfying requests of accreditation agencies for faculty-authorized syllabi and course descriptions.

As referenced in this Policy, “***Community*** ***Member-Owned Intellectual Property***” means any of the following Intellectual Property:

1. Any Intellectual Property created by a faculty, staff, or student of Ursinus College that **does not** fall within one of the following categories:
   1. Intellectual Property that is patentable (or potentially patentable) or that reasonable could (or potentially could) be used for a commercial purpose.
   2. Intellectual Property that is specifically directed, commissioned or sponsored by Ursinus College.
   3. Intellectual Property developed in the course of executing an extramurally sponsored project.
   4. Intellectual Property that is more integral to, and reflects more directly on, the identity of Ursinus College than on the identity of the individual(s) who create them.
   5. Intellectual Property that is created using substantial resources of Ursinus College unless otherwise noted. Substantial resources include funds, space, laboratory or studio facilities, personnel or other facilities.

Work that does not fall under sub-parts (I)(a)\_(e) and that is specifically reserved as Community Member-Owned Intellectual Property includes lecture notes, course materials, scholarly articles, books, artistic works (including but not limited to photograph, painting, literary work, musical work, theatrical work, dance, creative writing, sculpture, multimedia work, theatrical design), and any other copyrightable material produced by Community Members. Unpatentable laboratory work, software and databases used primarily for education or research purposes and that cannot reasonably be used for commercial purposes are not intended to fall within sub-part (I)(a)-(e) and are community-member owned intellectual property, as are community member websites used for educational and research purposes.

1. If a student assists a faculty or staff member in creating any Community Member-Owned Intellectual Property, then the faculty member shall have all rights with respect to such Community Member-Owned Intellectual Property; and students shall assign all right and title to said faculty or staff member concerning any rights that may exist with regard to said Community Member-Owned Intellectual Property.
2. U-Imagine Center: Students participating in the U-Imagine Center’s courses, programs, events, and other related activities retain ownership of intellectual property developed as a result of those activities.
3. Any Intellectual Property that a non-faculty or non-student employee of Ursinus College develops on his or her own time, without using the funds, equipment, supplies, facilities or trade secret information of Ursinus College, unless such invention relates at the time of conception or reduction to practice to: (i) the business of Ursinus College, (ii) the actual or demonstrably anticipated research or development of Ursinus College or (iii) any work performed by the Community Member for Ursinus College. The burden of proof related to development of intellectual property without College support rests on the Community Member.
4. Any College-Owned Intellectual Property the ownership rights of which Ursinus College has agreed in writing to release pursuant to the section entitled COLLEGE RELEASE OF OWNERSHIP RIGHTS.
5. **DISCLOSURE PROCESS**

When a Community Member makes, conceives, develops or reduces to practice any College-Owned Intellectual Property, the Community Member shall (i) promptly file a report with the Chairperson of the Committee on the Intellectual Property Disclosure Form, (ii) provide such other information and cooperation regarding the College-Owned Intellectual Property as is requested by the Committee, and (iii) if requested by the Committee, execute and deliver such agreements, forms and documents as are necessary to fully transfer and assign to Ursinus College all right, title and interest in the College-Owned Intellectual Property.

Without the prior written approval of the Chairperson of the Committee, no Community Member shall disclose any College-Owned Intellectual Property to any person or entity, including, without limitation, publishing any College-Owned Intellectual Property or any summaries, conclusions or findings related thereto.

1. **REVENUE SHARING**

Ursinus College will share the Net Revenue it receives from an item of College-Owned Intellectual Property as follows:

|  |  |  |
| --- | --- | --- |
| **Net Revenue** | **Community Member** | **Ursinus College** |
| First $10,000 | 100% | 0% |
| $10,001 or more | 50% | 50% |

If multiple Community Members create College-Owned Intellectual Property, then the Community Members will be expected to agree among themselves on the fractional distribution of each Community Member’s share of any royalties. If the Community Members are unable to agree on how to share their distribution of royalties, then the President, or the President’s designee, will decide the matter based on a recommendation of the Committee and such decision shall be binding on the Community Members involved. The Community Members shall sign a written agreement, in form and substance acceptable to Ursinus College, specifying the fractional distribution of their share of royalties. The Community Member’s share will continue even if he or she leaves Ursinus College.

1. **COLLEGE RELEASE OF OWNERSHIP RIGHTS**

At any time after a Community Member has disclosed an item of College-Owned Intellectual Property in accordance with the above, the Community Member may file a written request with the Chairperson of the Committee requesting that Ursinus College release its ownership rights in the College-Owned Intellectual Property. Provided the Community Member provides the Committee with all requested information and cooperation in a timely manner, the Committee will notify the Community Member promptly in writing, and no later than 120 days after receipt of the release request, of the Committee’s decision whether to release Ursinus College’s ownership rights in the College-Owned Intellectual Property. If the Committee decides to release Ursinus College’s ownership rights in the College-Owned Intellectual Property, then, as a condition to the effectiveness of the Committee’s decision, the President must execute a document agreeing to release Ursinus College’s ownership rights in the College-Owned Intellectual Property.

1. **ADMINISTRATION OF THE POLICY**

The administration of this Policy shall reside exclusively with the Committee. The President shall have the sole power and authority to appoint, remove and replace Committee members. The Committee shall consist of at least five (5) members but no more than ten (10 members). Unless the President decides otherwise, the Committee shall include the Vice President for Academic Affairs and Vice President for Finance and Administration. The Committee’s responsibilities will include:

* + Reviewing intellectual property issues affecting Ursinus College, including periodic review of this Policy;
  + Evaluating the patentability and commercial or other value of submitted College-Owned Intellectual Property;
  + Determining a course of action for legally protecting and commercializing submitted College-Owned Intellectual Property; and
  + Ensuring that all sales and licensing of College-Owned Intellectual Property are implemented to bring the College-Owned Intellectual Property to the public while securing financial reward for Ursinus College and its Community Members.

Ursinus College’s General Counsel shall be consulted on all legal matters pertaining to this Policy.

## DISPUTE PROCEDURE

If a dispute exists as to whether Intellectual Property is Community Member-Owned Intellectual Property or College-Owned Intellectual Property, then an ad-hoc committee shall be formed (the “***Dispute Committee***”). The Dispute Committee shall consist of (i) the Community Member who created the Intellectual Property in dispute (or, if more than one Community Member assisted in the creation, one Community Member designated by all Community Members who assisted in the creation), (ii) a person designated by the President, and (iii) a person jointly designated by the Member and the President’s designee. The decision of the Dispute Committee shall be final and binding on the Community Member(s) who created the Intellectual Property in dispute and Ursinus College.

1. **USE OF URSINUS COLLEGE NAME AND MARKS**

Ursinus College owns or has a proprietary interest in any trademark, service mark or other distinguishing mark (collectively, “***Marks***”) that represents or identifies Ursinus College, its programs, or its services, including, without limitation, the name, seal and logo of Ursinus College. Unauthorized use of the Marks is prohibited. Community Members shall only use the Marks in accordance with Ursinus College’s policies regarding the use thereof.

1. **AMENDMENTS TO THIS POLICY**

This Policy may be amended at any time by the Ursinus College Board of Trustees. It is envisioned that this Policy will be reviewed within two years of its adoption and periodically thereafter. However, any amendment to this Policy shall not affect the rights and obligations of Ursinus College and the Community Members with respect to any College-Owned Intellectual Property disclosed in accordance with this policy prior to the effectiveness of any such amendment. An amendment to this Policy shall become effective thirty (30) days after the earlier of the date that (i) the amendment has been posted on Ursinus College’s website, (ii) a revised Policy incorporating the amendment has been posted on Ursinus College’s website, or (iii) Ursinus College has informed (via e-mail or otherwise) its Community Members of the Policy amendment.

Attachment A: IP Disclosure Form

Ursinus College

Invention Disclosure Form

Date This Record Was Completed:

Total Number of Pages, Including all Attachments:

Brief Title of the Invention:

Descriptive Title of Invention:

Departments:

Sponsors (if any):

Federal  Industry  University  Foundation  Other

Name of Agency:

Grant No.:

INSTRUCTIONS: Please provide the information requested below. The value of this record both as evidence of your invention and to assist the College’s attorneys obtain valid patents depends upon the accuracy and completeness of this document. A clear detailed disclosure can help substantially expedite the application drafting process. Where necessary, use more space and/or attach additional sheets. Further, please review the College’s Intellectual Property Policy that can be found at: <http://www.ursinus.edu/live/files/1760-ucippolicy12117>

Please contact the Chairperson of the Intellectual Property Advisory Committee if you have questions about a disclosure or believe that you need to complete this form.

**THIS DOCUMENT IS PRIVELEGED AND CONFIDENTIAL**

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**Describe how you conceived of the invention**

**First Disclosure (Oral or Written) of Invention**

* Have you submitted any articles for publication that disclose the invention?
  + Have these articles been accepted for publication or have published?
  + What date was the article submitted/accepted/or published?
* Have you shown or disclosed this invention to anyone outside of the college?
* If yes, to whom?
* Was that disclosure made with a confidentiality agreement?

**On Sale**

* Have you sold or offered for sale any portion of the invention you have disclosed?
  + If Yes, what is earliest date of sale or offer for sale?

Brief Summary of the Invention:

* Describe the invention generally, and how it is an improvement over any existing technology.

**Detailed Description of Invention**

* Describe the invention and its operation in detail. The description should include a detailed disclosure of the invention with specificity as to the inventive features of the invention. Please attach and refer to pertinent sketches, drawings, graphs, etc., with the aid of reference characters to assist in describing the subject matter of the invention. If you have any drafts of publications, or actual publications related to the invention, please provide a copy of these documents.
* Identify and attach literature related to this invention found in:
  + Prior products or processes:
  + Patents or other literature, including publications, articles or patent applications:

* How is your invention superior to existing products on the market?
* State what features of the invention you consider to be new and explain how the invention improves over previously-known devices or processes:
* Please describe the primary benefits to a potential customer or user for any products, services, or commercial processes that might be developed from this technology (e.g., what could it do to help a potential customer: lower expenses, increase productivity, efficiency or accuracy, minimize risk, simplify a process, overcome a defect, increase revenue, promote safety?).
* What are the competing alternatives or substitutes?
* Identify all drawings, prints, photos, reports, and/or notebooks relating to the invention:

What is the form of the actual product that would be sold to a consumer?

* Are you aware of any companies or competitors that would be interested in the technology you have created? Please provide company names and/or contacts if you have them.
* What additional resources do you need to finalize or test your invention?

**Inventorship**

Identify each person who contributed to the concept or development of this invention, including any contributors outside the College. Briefly describe the nature of each person's contribution. For each person include their full name, address, telephone number, fax number and email address.

Provide complete information for each submitter and have each submitter sign and date at the appropriate places below.

SUBMITTER 1:

Last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Citizenship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Submitter: Date:

SUBMITTER 2:

Last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Citizenship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Submitter: Date:

Return completed form to: Chairperson of Intellectual Property Advisory Committee of Ursinus College OR Vice President of Academic Affairs