



TEXAS SOUTHERN UNIVERSITY
MANUAL OF ADMINISTRATIVE POLICIES AND PROCEDURES

SECTION: Legal
AREA: Intellectual Property

Policy 08.02.01

SUBJECT: Intellectual Property Policy
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I. POLICY STATEMENT

This policy shall apply to all persons employed by Texas Southern University or a component thereof, and to anyone using facilities or funds subject to control or supervision by Texas Southern University.

II. PURPOSE AND SCOPE

Research at Texas Southern University often results in the invention of new scientific and technological developments, trade secrets and computer software, and the creation of new copyright material and patentable processes which may have commercial value. It is the policy of Texas Southern University to support research. While the production of commercially valuable intellectual property is not necessarily the primary mission of Texas Southern University, research or the duty of anyone engaged in research, the Board of Regents desires that both society and each school of discipline under the governance of the Board of Regents use all knowledge to the greatest benefit. Accordingly, when appropriate, Texas Southern University will protect all intellectual property rights in technology and copyright material and use diligent efforts to make productive use of such rights for the good of the public, the creator, and the University. When this result is achieved by the attraction of private risk capital, or by the transfer or licensing of rights in technology or copyrighted material, income may be realized which the Board of Regents will seek to distribute in a manner both fair to the creator and to the University. Financial return, however, always remains secondary and incidental to the public service aspect of developing and disseminating knowledge for public use. The Board of Regents hereby delegates management of intellectual property to the University. This policy shall be adhered to as outlined herewith.

III. DEFINITIONS

A. "Author" means any person (as defined below) who actually creates copyrighted material (also as defined below).

- B. "Creator" means an inventor or author (each as defined elsewhere in this policy).
- C. "Inventor" means any person who discovers or invents technology.
- D. "University" means Texas Southern University.
- E. "Business participation" means the participation of a person in any activity, the purpose of which is the commercial development or exploitation of intellectual property owned by the university. Such participation includes, but is not limited to, an equity interest, a consulting relationship, service on a board of directors or similar body, a royalty interest, stock ownership, or any similar relationship.
- F. "Copyrighted material" or "work of authorship" means original expression that is fixed in any tangible medium of expression and subject to copyright protection under Title 17 of the United States Code as it now exists or as it may be amended. Under federal law, copyright subsists from the moment of the work's creation, although protection may be enhanced by registration with the United States Copyright Office. Works of authorship currently include:
1. Books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, and survey instruments;
 2. Lectures and unpublished lecture notes;
 3. Musical works;
 4. Dramatic works;
 5. Works of visual art, such as sculptures and drawings;
 6. Architectural works;
 7. Films, audiovisual works, slide programs, film strips;
 8. Sound recordings and video recordings containing original performances;
 9. Programmed instruction materials;
 10. Computer programs and documentation (firmware).
- G. "Intellectual Property Rights" means those rights of ownership recognized by law in technology, copyrighted material, and computer software and firmware (all as defined in this policy). Intellectual property rights include, but are not limited to, patents, copyrights, and rights to trade secrets and know-how.
- H. "Licensed Subject Matter" means inventions and discoveries covered by patent rights of technology rights within licensed fields.
- I. "Net income" means, with respect to board-owned rights in any particular intellectual property and/or copyright, gross revenue received by the university as a result of the commercialization of such rights, less:
1. any taxes or other charges of any description paid by the

University to governmental agencies in connection with the particular intellectual property; and

2. all legal and other expenses paid by the University to affiliates or third parties in filing, prosecuting, maintaining, enforcing, defending, and commercializing such rights in the United States or foreign countries.

J. "Person" means any part-time or full-time faculty or staff member working at, or student attending, the university or other entity under the governance of the board.

K. "President" means the president of the university under the governance of the board, or any person the President designates to carry out the university's intellectual property policy.

L. "Software" means any program, language, or procedure for a computer system or portion thereof, and any accompanying documentation. Software includes, but is not limited to, computer programs, internal programs, subroutines, assemblers, generators, subroutine libraries, compilers, operating systems, and application programs.

M. "Technology" means discoveries, innovations, or inventions.

N. "University research" means all research, activities, or work within or related to a person's expertise or general area of employment responsibility, or that has resulted from activities performed by the person on university time, with the support of university funds or from using university facilities, including work under a research agreement with an external sponsor and research conducted by anyone, whether or not a person as defined in this policy, who utilizes university resources.

O. "Work for Hire" means the participation of a person, faculty member, researcher, student, or employee who was hired specifically or required to produce or create specific intellectual property or create specific materials resulting in intellectual property.

P. "University support" means direct university support, which includes but is not limited to the following:

1. Equipment, materials, and staff services from any of a variety of university departments other than the person's academic department or unit are used in the development of copyrightable materials at no expense to the author or the author's academic department/unit.

2. Author receives support for the development of copyrightable material, such support being in the form of money in excess of normal salary, reduced teaching load, released time, or other resources from a department, college, or any unit of the university.

IV. PROPERTY RIGHTS

It is the policy of the University that any inventions, designs, improvements and discoveries made by an employee of the University during the term of his or her employment solely or jointly with others which are made with the University's equipment, supplies, facilities, trade secrets, or time, or the University's actual research or development, of which result from any work performed by an employee or faculty member of the University, shall be the exclusive property of the University. All employees and faculty members will promptly and fully inform and disclose to the University and the Standing Committee on Intellectual Property all such inventions, designs, improvements and discoveries, and all employees and faculty members agree to assign such inventions to the University.

The University shall have the right to keep inventions, such as trade secrets, if it so chooses. The employee or faculty member shall assist the University in obtaining patents in the United States and in all foreign countries on all inventions, designs, improvements, and discoveries deemed patentable by the University and shall execute all documents and do all things necessary to obtain letters of patent to vest the University with full and extensive titles to the patents and to protect the patents against infringement by others. An invention is deemed to have been made during the period of the employee's employment if during such period, the invention was conceived or first actually reduced to practice and all employees and faculty members agree that any patent application filed by the employee shall be presumed to relate to an invention made during the employee's or faculty member's employment unless he or she produces evidence to the contrary.

V. POLICY PROVISIONS

- A. Texas Southern University is committed to scholarly activities that include education, research and other creative activities. In this regard, the University will promote the use of University inventions, discoveries and other works, while protecting the use of Intellectual Property Rights.
- B. The Intellectual Property Policy shall apply to all persons employed by Texas Southern University, to anyone using University facilities under the supervision of the University personnel, to undergraduates, to candidates for masters and doctoral degrees, and to postdoctoral and predoctoral fellows. The Board of Regents may assert ownership in intellectual property of all types (including, but not limited to, any

- invention, discovery, trade secret, technology, scientific or technological development, and computer software) regardless of whether subject to protection under patent, trademark, copyright, or other laws. The Board of Regents shall have sole ownership of all intellectual property created by an employee who is hired specifically or required to produce it or commissioned by the University except as may be provided otherwise in a written agreement approved by the President. The University will provide review of the management services for patentable inventions, as well as other intellectual property either by its own staff, through a related foundation, or by other means. Intellectual property resulting from research supported by a grant or contract with the Federal Government, or an agency thereof, with a nonprofit or for profit nongovernmental entity, or by a private gift or grant to the University shall be subject to the ownership by the Board of Regents.
- C. Administration approval of application request to, and acceptance of, grants or contracts with the federal government or any agency thereof, a nonprofit or for profit nongovernmental entity or a private donor that contain provisions that are inconsistent with this policy or other policies and guidelines adopted by the Board of Regents imply a decision that the value to the University of receiving the grant or performing the contract outweighs the impact of any nonconforming provisions of the grant or contract on the Intellectual Property Policy of the University.
- D. The Intellectual Property policies and guidelines of the University are subject to, and thus amended and superseded by, the specific terms pertaining to intellectual property rights included in federal grants and contracts, or grants and contracts with nonprofit and for profit nongovernmental entities or private donors, to the extent of any conflict. In instances where it is possible to negotiate University-wide intellectual property agreements with the federal agencies, nonprofit and for profit nongovernmental entities or private donors and thereby obtain more favorable treatment for the creator and the University, every effort will be made to do so with the cooperation and concurrence of the Office of General Counsel after consultation with the chair of the Standing Committee on Intellectual Property.
- E. Employees of the University whose intellectual property creations result from a grant or contract with the federal government, or any agency thereof, with a nonprofit or for profit nongovernmental entity, or by private gift to the University shall make such assignment of such creations as is necessary in each case in order that the University may discharge its obligation, expressed or implied, under the particular agreement.
- F. In the event that two or more persons are entitled to share royalty income and such persons cannot agree on an appropriate sharing arrangement as evidenced by a clear and unequivocal written agreement transmitted to the Standing Committee on Intellectual Property in the research disclosure form, that portion of the royalty

income to which the creator is entitled under this Policy will be distributed to such person in such portions as the chair of the Standing Committee on Intellectual Property may deem appropriate under the circumstances and such decision shall be binding on the creator.

VI. STANDING COMMITTEE ON INTELLECTUAL PROPERTY

- A. Appointment. The President of the University shall appoint or specify the composition of a Standing Committee on Intellectual Property. The University General Counsel shall be a member of the Standing Committee on Intellectual Property. Members of the Standing Committee on Intellectual Property hold office for staggering terms of three years, with the terms of three (3) members expiring on June 1 of odd-numbered years.
- B. Duties in general. In addition to the responsibilities described elsewhere in this policy, the Committee will advise and recommend to the President:
1. Guidelines and procedures for implementing the Intellectual Property Policy;
 2. Proposed amendments to the Policy; and
 3. Such other matters as the President directs.
- C. Procedures.
1. Disclosure of Intellectual Property. Carefully planned methods of transferring Board of Regents-owned rights in intellectual property will best accomplish the objectives stated in this policy. Each school of discipline can accomplish those objectives only if inventors promptly disclose intellectual property. Any person who as a result of his or her teaching and/or research activities on behalf of Texas Southern University creates intellectual property must submit a research agreement to the Standing Committee on Intellectual Property for determination of the University's interest. The research agreement requires disclosure and the inventor must prepare, sign, and date a disclosure in the form promulgated by the University. The inventor must also include drawings, sketches and other pertinent data to show the principle of the technology or intellectual property. Premature publication of information pertaining to discoveries and inventions, or delayed prosecution of patent protection, can damage seriously the ability to obtain patent protection. Therefore, if a person conceives or reduces to practice any technology, that person must disclose such technology to the University as soon as practicable after the date of first conception or discovery. Where delay would jeopardize obtaining the appropriate protection for the property, the creator may request the approval of the Chief Administrative Officer of the Standing Committee on Intellectual Property and the Office of General Counsel, to file appropriate paperwork/applications or take other steps to obtain available protection prior

to the administrative review. If the request is granted, the creator may proceed with the filing of applications or other available protective measures pending the determination of the University's interest; provided that the creator is reimbursed for reasonable expenses in filing the application or taking other steps to obtain protection if the decision of the University is to assert and exploit its interest.

All faculty, staff, and students who believe that they have made a patentable invention or intellectual property shall report that belief in writing to the Standing Committee on Intellectual Property. The report should include a full description of the invention, intellectual property and any related matters. The Standing Committee on Intellectual Property shall decide how the matter will be categorized under the following guidelines:

- a. Any invention or intellectual property made with only a nominal use of materials, supplies, facilities and services of Texas Southern University and with little use of the services of graduate or undergraduate students enrolled in the University shall belong to the inventor.
 - b. Any invention or intellectual property made with more than a nominal use of materials, supplies, facilities or services of Texas Southern University or with a substantial use of the services of graduate or undergraduate enrolled in the University shall belong to the University.
 - c. Notwithstanding a. and b. above, any invention or intellectual property made by Texas Southern University personnel with funds controlled by or derived from an extra-University contract or otherwise subject to such shall be subject to that contract's terms respecting patents. All such contracts must be submitted to the General Counsel for review and approval before a commitment is made.
2. Actions After Disclosure. The Standing Committee on Intellectual Property shall review the technology upon disclosure and shall recommend to the President that the University adopt one of the following actions:
- a. Institute action to acquire patent or other protection. The Committee shall recommend whether the University should pursue such action itself, refer the technology to a management agency, or license the technology as know-how and/or a trade secret, whether or not it obtains patent or other protection; or
 - b. Transfer intellectual property rights in the technology to the research sponsor, if such transfer is required by the research agreement; or
 - c. Waive ownership in the intellectual property rights in the technology in favor of the inventor and release the inventor from further responsibilities with respect to the technology that was disclosed, provided however that

any further improvements or modifications are the property of the University and subject to this policy.

3. After reviewing the Committee's recommendation and such other technical consultation as is appropriate under the circumstances, the President shall determine the course of action concerning the technology.
4. The University will act in good faith and will attempt to evaluate all disclosures within a reasonable time. The Standing Committee on Intellectual Property evaluates each disclosure, if adequate, within 120 days from the first scheduled meeting after the disclosure is made. Within 120 days, the Committee shall transmit its recommendation to the President. The President has an additional 60 days to act on the Committee's recommendation. If either the Committee or the President fails to act, absent exceptional circumstances, on the invention within the relevant time period specified in the preceding two sentences, the inventor may request, and in response thereto the University shall grant, a waiver of its rights in favor of the inventor.
5. If, in the Committee's judgment, the inventor fails to provide any pertinent information, the evaluation of the disclosure will not be considered "adequate." In such circumstances, the Committee shall request the needed information from the inventor, and the calculation of the 120-and 60-day time periods specified in the foregoing subsection shall not begin until the requested information is received by the Committee.
6. If the Chief Administrative Officer of the Committee recommends that University not assert and exploit its interest, and that recommendation is approved by the President, the creator shall be notified within one hundred eighty (180) days from the date of submission that he or she is free to obtain and exploit a patent or other intellectual property protection in his or her own right and the University shall not have any further rights, obligations or duties with respect thereto except that, in some instances, the University may elect to impose certain limitations or obligations or retain income rights, dependent upon the degree of the University's support involved in the creation of such property.
7. If the Chair of the Committee recommends that the University assert and exploit its interest, and that recommendation is approved by the President, the Office of General Counsel, in consultation with the Chair, shall decide how, when, and where the intellectual property is to be protected. If the University decides to patent or seek other available protection for such intellectual property, it may proceed either through its own efforts or those of an

appropriate private firm or attorney to obtain protection and manage the intellectual property. It shall be mandatory for all employees, academic and nonacademic, to assign the right to intellectual property and patents to the Board of Regents when such creations fall within Section C.1.b.

- D. **Publication.** Premature publication of information pertaining to technology could damage seriously the University's ability to obtain patent protection. Accordingly, neither an inventor nor the University may seek publication of any information pertaining to disclosed technology until the earlier of: (1) ninety (90) days after disclosure is made, or (2) such time as the University grants permission for such. The University will submit any prepublication materials to the inventor for review and comment at least sixty (60) days prior to planned submission for publication. The University shall have final authority to determine the scope and content of any publication during the 120 day review time frame.
- E. **Duties of the Office of General Counsel (OGC).** OGC has responsibility for all legal matters relating to intellectual property and will assist with respect to such matters. This office will secure protection for intellectual property when appropriate and will police infringements; maintain a central database and files for patent applications, patent and copyright licenses and agreements; coordinate other agreements, and; review and approve as to form all agreements relating to intellectual property.

VII. PATENTS

- A. **General Policy.** Texas Southern University is interested in the application of discovery, reason and knowledge to the solution of the problems of mankind. Therefore, to the extent that the results of this application are patentable, Texas Southern University has the responsibility of assuring that such patents are used and controlled in a manner that will provide maximum benefits to the public, the inventor and to the University. Texas Southern University is committed to assisting the faculty and staff in matters related to inventions and patents and to providing an environment that will encourage the development and disclosure of patentable inventions. The aim of this document is to provide a policy for the disclosure and publication of patentable findings. It will be the responsibility of all affected faculty and staff members to abide by University regulations as well as those agreements reached under contracts with sponsoring federal agencies or other cooperating organizations. This policy applies to all members of the faculty, staff and student body of Texas Southern University. Intellectual property related to the individual's employment responsibility or resulting from the activities performed on the University's time, with support by state funds or through the use of University facilities, is subject to ownership by the Board of Regents. Intellectual property unrelated to the individual's employment responsibility

that is developed on an individual's own time and without the University's support or use of the University's facilities is the exclusive property of the creator.

- B. Administration of Policy. Matters of policy relating to the operation of this patent policy shall be the responsibility of the Standing Committee on Intellectual Property. Administrative matters pertaining to the operation of this patent policy shall be the responsibility of the University General Counsel who will be a member of the Standing Committee on Intellectual Property.

VIII. COPYRIGHTS

Copyright ownership and the rights thereto are defined by federal law. The general policy of Texas Southern University relative to copyright ownership is that it shall reside with the creator of the work unless (1) the work was created as a result of funds directly allocated to the author by Texas Southern University for the specific project or otherwise subject to contractual or legal obligations, or (2) the work is a "work for hire" as that term is defined in Section XIII.

A copyright or a creative work developed without substantial contributions of funds, space, hardware or facilities of Texas Southern University shall reside with the creator. Copyright to materials developed with significant funds, facilities, space and equipment from Texas Southern University shall reside with Texas Southern University.

The terms of a sponsored research or other agreement may determine the ownership of a copyright material that a person creates in the course of or pursuant to such an agreement. If the agreement does not contain terms relating to the ownership of the copyright, whether by the author, the University, a third party, or a combination thereof, the other provisions of this section shall govern ownership of the copyright.

IX. COMPUTER SOFTWARE AND FIRMWARE

- A. Ownership of software and firmware. Subject to relevant provisions of this policy, the Board of Regents owns any and all software and firmware that is conceived or developed by any person engaged in University research.
- B. Compliance with policy. Since the potential exists to protect software and firmware under copyright, patent, and trade secret laws, the creator must comply with the Board of Regents policies and regulations governing copyright and technology.
- C. Inapplicability: employment to develop software and firmware. Sections below on "Reimbursement to University," "Creator's Residual Economic Interest," and "Time of Distributions " do not apply to revenue derived from the commercialization of the Board of Regents-owned software or firmware in any instance in which the creator of the

software or firmware is employed by the University specifically for the purpose of creating the software or firmware. In all such instances the University owns the intellectual property rights in the software or firmware and retains all income there from.

X. LICENSE

Except for the rights, if any, of the Government of the United States, as set forth below, the Board of Regents represents and warrants its belief that (i) it is the owner of the entire right, title, and interest in and to Licensed Subject Matter, (ii) it has the sole right to grant licenses there under, and (iii) it has not knowingly granted licenses there under to any other entity that would restrict rights granted to Licensee except as stated herein.

Licensee understands that a Licensed Subject Matter may have been developed under a funding agreement with the Government of the United States of America and, if so, that the Government may have certain rights relative thereto. An Agreement may be explicitly made subject to the Government's rights under any agreement and any applicable law or regulation or an Agreement, the terms of the Government agreement, applicable law or regulation shall prevail.

Licensee understands and acknowledges that the Board of Regents makes no representation as to the operability or fitness for any use, safety, efficacy, ability to obtain regulatory approval, patentability, and/or breadth of Licensed Subject Matter. The Board of Regents also makes no representation as to whether there are any patents held, or which will be held, by others or by the Board of Regents in the Licensed Field, nor does the Board of Regents make any representation that the inventions contained in Patent Rights do not infringe any other patents now held or that will be held by others or by the Board of Regents.

XI. NET INCOME DISTRIBUTION

- A. Reimbursements to University. The Board of Regents recognizes the healthy symbiotic relationship that, by this policy, it seeks to foster between itself and persons associated with the University. Of necessity, any gross revenue received as a result of commercializing any intellectual property rights developed or created at the University must first be applied to recovering the expenses listed in the definition of "net income" in section XIII. Thereafter, the creator or creators of the intellectual property have a residual economic interest, to be paid out according to the schedule in the following subsection.
- B. Creator's Residual Economic Interest
 - 1. The first \$1,000 of income shall be paid to the creator(s) thereof in the proportions set forth on the disclosure form submitted to the Standing Committee on Intellectual Property (in the case of patents and other technology) or on the title page of the copyrighted work.

2. Thereafter, unless the Standing Committee on Intellectual Property recommends and the President adopts, a different distribution, the net income derived from commercialization of the intellectual property rights shall be distributed as follows between the creator and the University:
 - i. Of the first \$100,000, 50% to the creator(s) and 50% to the University.
 - ii. Of the second \$100,000, 40% to the creator(s) and 60% to the University.
 - iii. Of the third \$100,000, 30% to the creator(s) and 70% to the University.
 - iv. Of all other net income in excess of \$300,000, 25% to the creator(s) and 75% to the University.
3. When there is more than one creator, the foregoing shares to the creator shall be distributed in the proportions set forth on the disclosure form submitted to the Standing Committee on Intellectual Property (in the case of patents or other technology) or on the title page of the copyrighted work.

C. Time of Distributions. The sums referenced in the foregoing schedule shall be distributed annually to the creator(s) or the University as soon as practicable after the close of the fiscal year during which the income was received.

XII. BUSINESS PARTICIPATION

Any Texas Southern University employee who conceives, creates, discovers, invents or develops intellectual property shall not serve as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with Texas Southern University relating to the research, development, licensing, or exploitation of that intellectual property without prior review and approval by the President of Texas Southern University and the Board of Regents.

When requested and authorized by the Board of Regents, an employee may serve on behalf of the Board of Regents as a member of the board of directors or other governing board of a business entity that has an agreement with Texas Southern University relating to research, development, licensing or exploitation of intellectual property.

- A. Business participation approved. The Board of Regents does not discourage persons subject to this policy from participating in the commercial development and/or exploitation of Board of Regents-owned intellectual property. Nonetheless, such participation must conform in all respects to this policy, including the section above concerning licenses and transfer, and to applicable state and federal laws.

- B. Specific requirements. In particular, a person shall not engage in business participation if such participation would violate Texas Education Code, Section 51.912, or any other state or federal law or regulation that controls such participation.

XIII. EQUITY INTEREST.

In agreements with business entities relating to rights in intellectual property owned by the Board of Regents, the University may receive equity interests as partial or total compensation for the rights conveyed. In any such instance, the University may elect, at its option and with the concurrence of the President, to share an equity interest with the creator(s) in the same manner as residual economic interests are shared pursuant to Section IX.

Consistent with Section 51.912, Texas Education Code, and subject to review and approval by the President of the University, the appropriate Vice President and the Board of Regents, employees of the University who conceive, create, discover, invent, or develop intellectual property may hold an equity interest in a business entity that has an agreement with the University relating to the research, development, licensing or exploitation of that intellectual property.

The University may negotiate, but shall not be obligated to negotiate, an equity interest on behalf of any employee as a part of an agreement between the University and a business entity relating to intellectual property conceived, created, discovered, invented, or developed by the employee and owned by the Board of Regents.

Dividend income and income from the sale or disposition of equity interests held by the Board of Regents pursuant to agreements relating to intellectual property shall belong to the University and shall be distributed in accordance with the provisions of this policy.

Dividend income and income from the sale or disposition with equity interests held by a University employee pursuant to an agreement between the University and a business entity relating to rights in intellectual property conceived, created, discovered, invented or developed by such employee shall belong to the employee.

XIV. DISPUTE RESOLUTION

Any disputed issues related to intellectual property, or the interpretation of the Texas Southern University Intellectual Property Policy shall first be reviewed by the Provost, Vice-President for Academic Affairs and Research ("Provost"). Any disputed issues that cannot be resolved by the Provost shall be referred to Standing Committee on Intellectual Property for its recommendation as the Committee may deem appropriate under the circumstances and such decision shall be binding.

XV. USEFUL DEFINITIONS IN DISCUSSIONS OF INTELLECTUAL PROPERTY

A. Author means any person (as defined herein) who creates copyrighted material (also as defined herein).

B. Business participation means the participation of a person in any activity, the purpose of which is the commercial development or exploitation of intellectual property owned by the University. Such participation includes, but is not limited to, an equity interest, a consulting relationship, service on a board of directors or similar body, a royalty interest, stock ownership, or any similar relationship.

C. Copyrighted material or work of authorship means original expression that is fixed in any tangible medium of expression and subject to copyright protecting under Title 17 of the United States Code as it now exists or as it may be amended. Examples include a book, article, or other literary work; dramatic work; pantomime or choreographer work; pictorial, graphic, and sculptured work; audiovisual work; or sound recording. Under federal law, copyright exists from the moment of the work's creation, although protection may be enhanced by registration with the United States Copyright Office.

D. Creator means an inventor or author (as defined herein).

E. Firmware means computer software, all or a portion of which has been more or less permanently burned or encoded on a read-only memory or device.

F. Intellectual property rights mean those rights of ownership recognized by in technology, copyrighted material, and computer software and firmware all as defined in this policy). Intellectual property rights include but are not to patents, copyrights, and rights to trade secrets and know-how.

G. Inventor means any person who discovers or invents technology.

H. Licensed Subject Matter means inventions and discoveries covered by patent rights of technology rights within licensed fields.

I. Net income means, with respect to Board of Regents-owned rights in any particular intellectual property, gross revenue received by the University as a result of the commercialization of such rights, less:

1. Any taxes or other charges of any description paid by the University to governmental agencies in connection with the particular intellectual property, and
2. All legal and other expenses paid by the University to affiliates or third parties in filing, prosecuting, maintaining, enforcing, defending, and commercializing such rights in the United States or foreign countries.

J. Person means any part-time or full-time faculty or staff member working at, or student attending, the University or other entity under the governance of the Board of Regents.

K. President means the president of the University under the governance of the Board of Regents, or any person the president designates to carry out the University's intellectual property policy.

L. Software means any program, language, or procedure for a computer system or portion thereof and any accompanying documentation. Software includes but is not limited to computer programs, internal, subroutines, assemblers, generators, subroutine libraries, operating systems, and application programs.

M. Technology means discoveries, innovations, or inventions.

N. University research means all research activities, or work within or related to a person's expertise or general area of employment responsibility, or that has resulted from activities performed by the person on University time, with the support of University funds, or using University facilities, including work under a research agreement with an external sponsor and research conducted by anyone, whether or not a person as defined in this policy, who utilizes University resources.

O. Work for Hire means the participation of a person, faculty member, researcher, student, or employee who was hired specifically or required to produce or create specific intellectual property or create specific materials resulting in intellectual property.

XVI. REVIEW AND RESPONSIBILITIES

Responsible Party: General Counsel

Review: Every three years, on or before October 1

XVII. APPROVAL

Cheryl Cash

General Counsel



President

Effective Date: 11/13/2017