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## **APS 1013 - Intellectual Property Policy on Discoveries and Patents for Their Protection and Commercialization**

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### **Policy Profile**

<b>Policy Title:</b>	Intellectual Property Policy on Discoveries and Patents for Their Protection and Commercialization
<b>APS Number:</b>	1013
<b>Effective:</b>	March 2, 2006
<b>Approved by:</b>	Daniel J. Wilkerson, Vice President, University Counsel and Secretary of the Board of Regents
<b>Responsible University Officer:</b>	Daniel J. Wilkerson, Vice President, University Counsel and Secretary of the Board of Regents
<b>Responsible Office:</b>	Technology Transfer Office
<b>Policy Contact:</b>	David N. Allen, Associate Vice President for Technology Transfer
<b>Supersedes:</b>	March 2, 2003
<b>Last Reviewed/Updated:</b>	February 1, 2011
<b>Applies to:</b>	All campuses

### **Policy Snapshot**

**Brief Description:** This policy governs the ownership and disposition of intellectual property created by University employees.

**Reason for Policy:** The purpose of this Administrative Policy Statement is to implement Regent Policy, "Intellectual Property on Discoveries and Patents for Their Protection and Commercialization."

## I. Introduction

Creating and disseminating knowledge is a fundamental mission for the University of Colorado. The creative environment of the University is conducive to the development of intellectual property. A clear and concise policy enhances the environment for development and commercialization of intellectual property such as inventions, patents and software.

In this policy the University of Colorado reaffirms its commitment to academic freedom. The University of Colorado also encourages and rewards its discoverers and innovators who benefit society and who create significant economic resources for themselves, their research programs and the University.

This policy shall be interpreted to be consistent with other University of Colorado policies, and federal and state statutes and regulations.

## II. Policy Statement

This policy shall be applicable to all units of the University and all included persons as that term is described below. Employees of the University are bound by this policy including those receiving salaries, scholarships, fellowships or other remuneration from the University, part-time employees, student employees, University employees on sabbatical who receive remuneration from the University, and employees on a leave of absence who partake in substantial use of University resources. Adjunct and adjoint appointees and visitors who are collaborators with included persons and partake in substantial use of University Resources are also bound by this policy.

This policy does not change the traditional relationship between the University and employees who are creators or authors of scholarly and artistic works. Ownership and copyrights in scholarly and artistic works including but not limited to textbooks, electronic media, syllabi, tests, assignments, monographs, papers, models, musical compositions, works of art and unpublished manuscripts are governed by the Administrative Policy Statement (APS), "Intellectual Property that is Educational Materials."

### A. University Ownership.

1. As required by Regent Policy, the University shall take assignment of and shall own all discoveries in which University has an interest. Every included person(s), as a condition of employment, and every collaborator participating with an included person on a discovery, will assign and hereby does assign any legal rights that may exist in such intellectual property. The University shall have no ownership rights in the following intellectual property, which shall be owned by its creator:
  - a. Intellectual property that is Educational Materials and owned by the creator as determined pursuant to the Administrative Policy Statement Intellectual Property that is Educational Materials; or
  - b. Intellectual property created by a student solely for the purpose of satisfying course requirements, unless the student A) creates the intellectual property with an included person, B) assigns ownership rights in the intellectual

property to the University in writing or C) must make an assignment of such ownership rights to the University as a condition for participation in a course.

Provided, however, that if the intellectual property referred to in (a) or (b) is a derivative of or otherwise uses pre-existing University-owned intellectual property, this provision shall not prevent the University from asserting its pre-existing rights.

2. As provided in A.1., the University shall take assignment and shall own ?discoveries in which the University has an interest? that are created during the course of sponsored research, consulting, or other contractual arrangements. Only the Principal Technology Officer has the legal, delegated authority to assign ownership, license, or otherwise provide legal rights to discoveries and University intellectual property.

## B. Responsibilities of Discoverers

1. **Discovery Disclosure.** Involvement of discoverers in all aspects of the intellectual property protection and commercialization process is essential for successful technology transfer. Discoverers are responsible for preparing a timely written disclosure of discoveries using the University's standard discovery disclosure forms. Discoverers will cooperate with the Technology Transfer Office and take all reasonable steps to fully complete discovery disclosure forms, provide complete description of the discovery, and to execute assignments and other documents necessary for the protection of a discovery or other documents conveying rights to University intellectual property. Discoverers will also cooperate with the Technology Transfer Office in matters such as sharing contacts and leads for potential licensees, communicating or meeting with potential licensees, providing samples and information to potential licensees (when reasonably available), and other activities as reasonably requested by the Technology Transfer Office in support of efforts to secure, market and transfer University intellectual property.
2. **Sponsored Programs, Corporate and Third Party Obligations.** Discoverers should provide to the Technology Transfer Office timely prior written notice of any proposed publication or Sponsored Program requirement that reports or describes any discoveries. Discoverers shall inform all University and external collaborators of the terms and conditions of this policy and of any contractual agreements that might substantially affect rights to discoveries created by those collaborators. The Technology Transfer Office will assist discoverers in assessing whether or not a presentation or publication impacts patentability and in explaining this policy to collaborators.
3. **Other Reporting Requirements.** It is the responsibility of a discoverer to provide the Technology Transfer Office with current contact information and to provide the address to which the discoverer's apportionment of net receipts should be sent. It is also the responsibility of the discoverer to work with the Technology Transfer Office to create a University account for his or her research program apportionment of net receipts.

## C. Responsibilities of the University

The Associate Vice President for Technology Transfer has the primary responsibility for the implementation of this policy on behalf of the University. Only University Officials who have

specific delegated authority may undertake actions in the name of the University to execute this policy. The Principal Technology Transfer Officer will:

1. supervise the management of each case pursued by the Technology Transfer Office including complete record keeping and required reporting of all actions;
2. determine whether the University or any other party has rights to discoveries according to this policy, and if so, the basis and extent of such rights. In the absence of agreement on inventorship, the Technology Transfer Office will work with counsel to determine the actual inventors under United States Patent Law;
3. assess what steps should be taken with respect to the protection and commercialization of discoveries including patentability, licensing or use in the public domain. These decisions should consider the wishes of the discoverer whenever reasonably feasible, should be informed by commercially reasonable standards, should consider all relevant legally binding agreements and should be in the best interest of the University;
4. supervise the processes of the Technology Transfer Office for obtaining legal protection and/or arranging for licensing or other commercial development in those cases in which the University elects to pursue its rights, including preparing and prosecuting applications for patent, copyright registration, and other legal protection, or obtaining counsel or other assistance for that purpose, negotiating or assisting in negotiation of licenses and related agreements, and monitoring the collection and distribution of net receipts; and
5. review and negotiate sponsored research agreement terms which implicate discoveries and existing or future University intellectual property and in particular supervise compliance with government regulations concerning discoveries developed with government support. The Principal Technology Transfer Officer shall sign any sponsored research agreement which obligates to third parties existing or future University intellectual property.

The procedure for administration of discovery disclosures by the Technology Transfer Office will be as follows:

Upon receipt of a discovery disclosure, the Technology Transfer Office will make all reasonable efforts to work with the discoverer to promptly evaluate the discovery disclosure for patentability, technical feasibility and commercial potential and may undertake any of the following actions: 1) request additional information and data from the discoverer to complete the discovery disclosure as necessary to file a patent application; 2) proceed to file a patent application on the discovery; 3) market the University intellectual property to potential licensees prior to patent filing; or 4) formally decide not to proceed with protecting and/or marketing the University intellectual property. In making this determination, the Technology Transfer Office shall take into account licensing mechanisms for further academic research, open source licensing in the case of software, and the general missions of the University in the creation and dissemination of knowledge for the public good.

In all cases, based on reasonable cooperation by the discoverer, the Technology Transfer Office shall endeavor to make a preliminary decision on protecting the University discovery within four (4) months of receipt of a complete discovery disclosure.

Impending publication or other unique circumstances may motivate a decision sooner than the four-month period. Should the Technology Transfer Office decide not to protect or market the

discovery, the Technology Transfer Office will ask the discoverer in writing if he or she desires that the University release all or a subset of its rights in the discovery to the discoverer, as allowed by law and Section H of this policy, subject to rights of sponsors and the right of the University to practice the discovery for academic use.

Only designated officials have the delegated authority to bind the University in an agreement involving University discoveries and University intellectual property. Should a University employee not possessing such delegated authority sign an assignment of intellectual property rights or an agreement seeking to bind the University, such an agreement will be null and void.

#### D. Committee on University Discoveries

The Committee on University Discoveries ("Committee") shall be composed of nine members. The Associate Vice President for Technology Transfer shall select the members in consultation with and concurrence by the Campus Chancellors who shall consult with the chair from the respective Faculty Councils. All members will serve staggered three-year terms. Each year the Committee will elect its Chair, who will serve for the following one year. Committee members may serve no more than one term of three consecutive years after which time they will be ineligible for service for one year. Members of the Committee will not participate as members in deliberations or actions of the Committee concerning matters in which they have a beneficial interest. Official actions of the Committee will require the concurrence of at least five (5) members. The Principal Technology Transfer Officer will be a permanent ex-officio member of the Committee.

#### E. Committee Responsibilities

##### 1. The Committee will:

- a. review Regent policy, "Intellectual Property on Discoveries and Patents for Their Protection and Commercialization," at least every three years;
- b. review and advise the Principal Technology Transfer Officer on the standards and procedures contained in this policy;
- c. convene at least once per year to review the procedures used in implementing and administering this policy, and where deemed necessary, develop and recommend changes in standards and procedures to the Principal Technology Transfer Officer; and
- d. serve as a board to which discoverers may appeal actions of University officers responsible for executing this policy, subject to appropriate review standards and procedures set forth in this policy.

##### 2. Discoverer Appeal Process

Discoverers or other included persons may appeal to the Committee actions of University officers responsible for executing this policy. Grounds for such appeal are alleged failure of University officers to comply with the provisions of this policy, to substantially follow implementing guidelines, or to demonstrate reasonable diligence in decision-making.

A discoverer or other included person will submit the appeal in writing to the Committee Chair who will determine whether the petitioner has made reasonable efforts to resolve

the complaint with the University officer and whether the substance of the appeal appears to be within the scope of this policy. The Committee Chair shall schedule the meeting. At least five Committee members must be in attendance. Proceedings will be informal and held in confidence. All parties will have adequate notice and an opportunity to be heard. After considering all relevant information, the Committee Chair will send to the University Vice President a written report of the Committee's findings, which will include a decision on the issues raised by the petitioner and any recommended corrective action. The University Vice President will review the report and may adopt it in whole or in part and/or modify it on behalf of the University. The decision of the University Vice President shall be final.

## F. Procedures for Receiving and Distributing Tangible Research Property

University researchers shall disclose and discuss the terms of transfer of research materials with a campus Sponsored Program Office or the Technology Transfer Office before accepting or distributing tangible research property. University researchers are also responsible for complying with campus policies and procedures on the handling of tangible research property.

### 1. Receiving tangible research property

- An agreement specifying the rights and obligations in tangible research property shall be executed by the external (institutional or commercial) parties involved in the transfer. Tangible research property agreements shall be negotiated by Technology Transfer Office, as may be applicable.
- The delegated authority for signing an incoming tangible research property transfer agreement is within the Technology Transfer Office. Researchers receiving tangible research property shall sign the tangible research property agreement acknowledging the terms of the agreement.

### 2. Distributing tangible research property

- The delegated authority for signing non-exclusive transfer agreements providing for the distribution of tangible research property to organizations for non-commercial research and/or commercial use research is within the Technology Transfer Office.

### 3. Costs associated with the transfer of tangible research property

- Tangible research property transfer agreements may provide for recovery of costs of the tangible research property to be delivered. As a general rule, ten thousand dollars (\$10,000) is the upper limit allowable for recovery of tangible research property costs. Recoverable costs are those direct costs necessary to prepare and ship the materials. According to this general rule, an agreement providing for the transfer of tangible research property involving remuneration in excess of ten thousand dollars (\$10,000) will be treated as a license agreement and the remuneration will be considered as royalty and subject to net receipts distributions.

## G. Consulting and Business Activity Related to the Transfer of Discoveries

Consulting activities have the potential to result in the loss or diminishment of University's intellectual property rights. Included persons engaging in consulting or in business activity, and those with delegated authority to approve such activities on behalf of the University, are

responsible for ensuring that any agreements with external entities are not in conflict with this policy. The Technology Transfer Office will provide assistance to discoverers and those charged with approving consulting or business activity on interpreting and suggesting language in consulting and business related agreements concerning intellectual property rights subject to this policy. In some cases, the University manages consulting activities through affiliated entities (e.g., University Physicians, Inc.). Included persons are responsible for determining which entity manages its consulting activities.

Prior to engaging in consulting or business activity related to intellectual property, included persons are responsible for making their University intellectual property obligations clear to those external entities. The Technology Transfer Office will assist included persons and University officials reviewing consulting and related legal agreements to understand and appropriately revise, if need be, the intellectual property clauses of such agreements. In some cases it may be prudent for the included person to engage outside legal counsel to provide advice on such agreements concerning matters outside the scope of this policy.

University intellectual property rights and the obligations of included persons to the University shall not be diminished by the terms of included persons' consulting or business activity agreements with third parties, except as the Principal Technology Transfer Officer may specifically authorize in writing. As a general rule, consulting work that is evaluative or advisory, such as when expert opinion and scientific review are offered, is unlikely to constitute discoveries in which the University has an interest. Conversely, consulting work that is related to an included person's activities or field of expertise at the University, as articulated in a faculty member's professional plan or an employee's position description, and that has the potential for the creation of discoveries in which the University has an interest requires that procedures related to discovery disclosure in this policy be followed. Requests for authorization to remove or limit the University's rights or included persons' obligations in consulting or business activity agreements are to be submitted to the Principal Technology Transfer Officer who, upon a request by the included person, will consult with the individual's unit supervisor, University Vice President, and other relevant University officers.

#### H. Transfer of Rights to Discoverers

If the University decides not to pursue a discovery in which the University has an interest, then the discoverer has the right to pursue commercialization of the discovery, subject to any rights of other parties. If the Technology Transfer Office does not exercise its rights to University intellectual property through:

1. securing or maintaining legal protection as described in Section C of this policy, or
2. licensure of rights to another party or dedication of its rights to the public, or
3. if the University chooses to protect intellectual property, but does not arrange for its commercial development or dedication to the public within a reasonable time, then, the Technology Transfer Office will inquire in writing to the discoverer if he or she desires the University to release its rights in the discovery to the discoverer.

Upon receipt of a written affirmation by the discoverer (or in the case of multiple discoverers, a written affirmation by all discoverers), the Principal Technology Transfer Officer will release to the discoverer(s) the University's rights provided the University will retain a royalty-free license to use the discovery for research, educational, and service purposes for the legal life of the discovery. Such release will also be contingent upon the approval by the company or agency

that funded research from which the discovery was derived. The Technology Transfer Office will cooperate in obtaining the approval from the company or agency that funded research.

#### I. Distribution of Net Receipts

In the event that a discoverer or anyone from the group of discoverers is no longer an employee of the University, that discoverer's personal share of net receipts will continue. Upon the death of a discoverer, his or her personal share of net receipts will be directed to his/her heirs or estate.

The Technology Transfer Office agrees to share and distribute net receipts received from the commercialization of any discovery developed under the terms of an agreement as follows: 25 percent to discoverer(s) personally; 25 percent to a University campus account for support of discoverer's(s') research; 25 percent to an account for the benefit of the University; and 25 percent to the Campus Chancellor, which will be directed to research with technology transfer potential and distributed on a percentage basis as determined at each individual campus. The Campus Chancellors' Offices will make information regarding this distribution readily available. In the event that all discoverers related to a particular discovery, including emeriti with active research accounts as determined by the departmental chair, are no longer employed by the University, the 25 percent designated to such research account shall be divided 10% to an account for the benefit of the University and 15% to the Campus Chancellor, which will be distributed in a manner identical to the Campus Chancellor share mentioned above. Any disputes that are unable to be resolved through discussions of the Principal Technology Transfer Officer and interested parties related to the distribution of research accounts shall be presented to and adjudicated by the Committee on University Discoveries. Inventors who have left University employment and thereby have forfeited their 25 percent for support of discoverers' research, will be eligible to reinstate this support upon being re-employed by the University.

Net receipts amounts allocated to discoverers will be divided equally among them. However, individual discoverers may enter into agreements to reallocate such amounts either among themselves or others who contributed to the research upon which the University intellectual property is based. Participants in any apportionment also have the option of assigning their personal share to any account managed by the University. Such agreements must be in writing, signed by all of those affected and submitted to the Principal Technology Transfer Officer. In order for discoverers who desire to assign their personal share of net receipts to an account managed by the University to have no negative tax consequence, the assignment must occur before the first royalty or related payment is received by the University from the licensee. If the University does not have the discoverer's address, any net receipts amount allocated to an individual that cannot be distributed within a reasonable time will be transferred to a reserve account managed under the rules of the University's escheat property accounting policy.

When in the judgment of the Principal Technology Transfer Officer a reasonable basis exists for believing that net receipts subject to allocation and distribution under this policy may be required to be changed or otherwise expended, or that others may have a claim to such amounts, the allocation and distribution may be delayed for a reasonable period required for resolution of the matter. Payments made in good faith prior to such a resolution by the University to one or more claimants will fully satisfy any obligations on the part of the University to all claimants for the amounts so paid. Awards, prizes, honoraria, and the like



received by individuals primarily as recognition for invention achievement are not considered as net receipts.

#### J. Special Circumstances Concerning Scope of this Policy

The University shall have no ownership rights in discoveries created by a student solely for the purpose of satisfying course requirements, unless the student creates the discovery with an included person, or assigns ownership rights in the discovery to the University in writing or unless assignment of such ownership rights to the University is made a condition for participation in a course. The University will make no ownership claim on discoveries created by a student who is not employed by the University or has not used substantial University resources to develop intellectual property, unless the student's work is part of a discovery in which the University has an interest and is University intellectual property. If the student-created discovery is a discovery in which the University has an interest and is University intellectual property, the student will be bound by this policy, including but not limited to, rights in the distribution of net receipts. A student who holds an award such as scholarship or fellowship through the University and who creates a discovery developed during the course of the award will be bound by this policy. The lab share of any student covered by this policy shall be directed to such student's supervisor's lab account and such funds should be directed to the student inventor for the duration of the student's involvement at CU. The University will make no ownership claim on discoveries created by an included person who has not used substantial University resources to develop a discovery and who has created a discovery which is not related to his or her research activities or field of expertise as articulated in a faculty member's professional plan or an employee's position description. However, the University may exercise its rights if the employee's work is part of a discovery in which the University has an interest such as a new use or improvement of existing University intellectual property.

#### K. Special Circumstances Related to the Grant of a License to a Start-Up Company

The University encourages the start-up of companies based upon technology transfer of University intellectual property provided that conflicts of interest and commitment are addressed and if necessary managed. The University may license University intellectual property to companies in which included persons have a financial interest provided that conflict of interest and conflict of commitment concerns have been adequately addressed in a conflict of interest management agreement between those included persons and the University. Similarly, companies in which included persons hold a financial interest may sponsor research and if duly qualified, that included person may be an investigator, subject to an approved conflict of interest management agreement. The responsibility for preparing and enforcing the conflict of interest management agreement resides in the University employee's administrative chain of supervision or in other designated University committees, e.g., Campus conflict of interest committees and/or campus research compliance officer. Such committees or officers may request assistance from the Technology Transfer Office, the Office of University Counsel and other relevant University officers in preparing the conflict of interest management agreement.

The Technology Transfer Office, in consultation with the discoverer, will make a determination as to whether University intellectual property has the potential to be licensed as the basis of a new company. Three primary criteria for any start-up company to license University intellectual property are: 1) a business plan that sufficiently identifies the resources and steps

necessary to commercialize the University intellectual property, 2) a commitment of sufficient initial capital and a reasonable chance to obtain additional capital necessary to commercialize the University intellectual property, and 3) a sufficiently experienced and available management team capable of raising capital and executing the business plan. If the company does not meet these criteria, the company may receive either a time-limited exclusive option to the University intellectual property during which period the company should work to assemble the resources and information necessary to meet these three requirements or an exclusive license conditional on at least these three criteria. Decisions about whether or not a potential licensee meets the three primary requirements for a license will be made by the Principal Technology Transfer Officer. The Principal Technology Transfer Officer may seek input on this decision from the Technology Transfer Office business advisory board as may be reasonably appropriate. Equity received as consideration for a license, by either the University or an organization designated by the University to hold such equity, will be distributed as soon as it is feasible to do so, except in special circumstances as determined by the University or by the University designee. Equity received as consideration for a license to University intellectual property will be treated as net receipts upon liquidation.

#### L. Special Circumstances Related to Software

In order to determine whether or not software is within the scope of this policy, included persons will disclose all software intended for use outside of the University to the Technology Transfer Office. The Technology Transfer Office will provide a separate software discovery disclosure form. Software generally is covered by copyright protection; however, some software is patentable. To the extent the software is a part of a textbook or other education program, any non-patent eligible content contained in the program shall not be considered discoveries under this policy. Such content may be covered by the policy on Intellectual Property that is Educational Materials and the Technology Transfer Office may notify the appropriate parties of such possible coverage. If the software is determined by the Technology Transfer Office to be patentable, it will be handled as patentable intellectual property under the scope of this policy. If the disclosed software is determined by the Technology Transfer Office as not patentable, the Technology Transfer Office may either: 1) legally secure the software through copyright and market it to potential licensees, 2) distribute the software through open source licensing, or 3) assign University intellectual property in the software to the discoverer under the terms of this policy. If the open source licensing is chosen, the discoverer will work with the Technology Transfer Office to ensure that no other parties claim rights to the software, no conflicts of interest would result from the open source license, and the appropriate type of open source license and disclaimer is being utilized in the software distribution. The Technology Transfer Office will use its commercially reasonable efforts to determine these issues and recommend a course of action for disposition of software to the discoverer in a timely manner.

### III. Definitions

The terms defined in Section 3 of Regent policy, "Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization," apply to this Administrative Policy Statement. Terms used in this policy are defined below:

"collaborator" or "collaborators" means any person or persons who participate with an

included person on a discovery.

"Committee on University Discoveries" means a committee of University employees empowered to oversee matters related to University intellectual property and hear appeals raised by University employees as authorized by Regent policy, "Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization."

"conflict of interest agreement" means a written agreement or management plan between the University and the discoverer(s) specifying how actual or perceived conflicts of interest or commitment are reduced or eliminated as required by Administrative Policy Statement Conflicts of Interest and Commitment.

"delegated authority" means the approval granted by the University to a University officer to execute agreements.

"discovery" or "discoveries" means any inventive idea and/or its reduction to practice which relates to, but is not limited to: new processes or methods of producing a new and useful industrial result; any composition of matter, including chemical and biological compounds; any new devices; any new plant; any new design in connection with the production or manufacture of an article; any new computer hardware and/or software programs; any know-how supporting these inventive ideas, systems, devices, compositions, programs or processes; and any new use or improvement of existing systems, devices, compositions, programs or processes.

"discoverer" or "discoverers" means any individual or group of individuals responsible for a discovery.

"discoveries in which the University has an interest" means discoveries made while performing duties required by a University grant or contract, and/or made with substantial use of University resources, and/or made as a result of the use of sponsored program funds supplied or administered by the University, and/or made in fulfillment of an included person's work responsibilities.

"discovery disclosure" means the confidential document provided to the Technology Transfer Office by a University discoverer which specifies the nature of the discovery and which may include information useful to assess University ownership, patentability, technical feasibility and commercial viability of the discovery.

"included persons" means all faculty members and other employees (including students on appointment as University employees) employees of the University including those receiving salaries, scholarships, fellowships or other remuneration from the University, part-time employees, student employees, University employees on sabbatical who receive remuneration from the University, and employees on a leave of absence who partake in substantial use of University resources.

"intellectual property" means any discovery for which legal protection is sought. For example, a patent, copyright, know-how, mask work, tangible research property, trademark, trade secret, proprietary and confidential information, tangible materials, and other forms of intellectual property legally recognized now or in the future.

"net receipts" means all financial consideration received by the University or its agent from the

transfer, license, development, or commercial exploitation of the intellectual property, less all unreimbursed legal expenses.

"patent," "copyright," "mask work," "trade secret", "know-how", "trademark" and "service mark" have the meanings attributed to those terms by Federal statutes and case law.

"Principal Technology Transfer Officer" means the University officer primarily delegated the responsibility to perform activities to execute this policy.

"sponsored program" means a research, instruction or service activity either financially supported, authorized or managed by the University.

"substantial use of University resources" means use of University funds, programs, equipment, space or other physical assets that go above and beyond those customarily and currently provided to included persons. For purposes of this policy, offices, office equipment, library access, desktop and laptop computers, photocopy equipment, telephone, and fax machines, which are customarily provided would be excluded from determination of substantial use of University resources.

"tangible research property" means a tangible physical or biological entity that is, or may be, useful in research. Examples include models, devices, designs, avatars, computer software, storage media containing machine instructions, text, tissues, serum, fluids, organs, cell lines, antibodies, recombinant materials, chemical compounds and compositions, formulations, plant varieties, laboratory notebooks, clinical information, records and data related to discoveries. Some tangible research property may comprise discoveries in which the University has an interest.

"Technology Transfer Office" means the University unit responsible for securing, protecting, marketing, licensing and managing University intellectual property.

"University intellectual property" means a discovery in which the University has an interest and/or any legal means which the University may employ to claim ownership of intellectual property according to this policy.

?University Vice President? means the University Vice President, University Counsel and Secretary of the Board of Regents.

"unreimbursed legal expenses" means all documented legal service expenditures incurred by entities engaged by the University to analyze, prepare, file, register, record, prosecute, issue, maintain, analyze value and litigate University intellectual property, including but not limited to searches, opinions and extraordinary expenses in connection with licensing, infringement protection and collection of license income.

## **IV. Related Policies, Procedures, Forms, Guidelines and Other Resources**

### **A. Administrative Policy Statements (APS) and Other Policies**

- Regent Policy 5.K: Policy on Intellectual Property that is Educational Material
- APS: Conflicts of Interest and Commitment

## B. Forms

- Invention Submission Forms

## C. Other Resources (i.e. training, secondary contact information)

- Start-up Manual

## V. History

- Original APS adopted on January 16, 2003.
- Subsequent revisions on March 2, 2003 and March 2, 2006.
- Reviewed but not revised in February 2009.
- Reviewed and non-substantive cleanup made in July 2010.
- Reviewed and non-substantive cleanup made in February 2011.

## VI. Key Words

Royalty, technology license, material transfer agreement, equity, stock ownership, commercialization, venture, entrepreneur, Bayh-Dole Act, company

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