

	UNIVERSITY OF DENVER POLICY MANUAL INTELLECTUAL PROPERTY	
<p><u>Responsible Department:</u> Research and Graduate Education</p> <p><u>Recommended By:</u> Vice Provost for Research and Graduate Education</p> <p><u>Approved By:</u> Board of Trustees</p>	<p><u>Policy Number</u> ORSP 2.40.010</p>	<p><u>Effective Date</u> 03/06/2023</p>

I. INTRODUCTION

The University of Denver recognizes and encourages the individual effort on the part of its employees, faculty and students leading to the creation of intellectual property. It is the University's intent to protect the rights of the individual, the University and the sponsoring entity (if involved), and to effectuate reasonable and appropriate sharing of the fruits of the enterprise in the event these creations have commercial value.

This policy is to facilitate and celebrate innovation within the University community for the purpose of enhancing the University's reputation and visibility. As well as contribute to the public good through economic development.

This policy applies to all University trustees, officers, faculty, visiting faculty, staff, students, postdoctoral fellows, research fellows, and individuals providing services to the University as contractors, visitors, and volunteers; and persons unaffiliated with or not employed by the University who participate in University research projects.

II. POLICY OVERVIEW

Rights in Intellectual Property made or created by University faculty, students, staff, and others participating in University research programs, including visiting researchers, are as follows:

- A. In keeping with the academic traditions of the University where the Creator retains ownership to scholarly works, the Creator retains full ownership rights to the following Intellectual Property developed while affiliated with the University, regardless of the extent that University resources are used:
 1. Books (including textbooks), articles (including journal articles), novels, and poems;
 2. Musical works, dramatic works including any accompanying music, pantomimes, and choreographic works;

3. Pictorial, graphic, and sculptural works;
4. Motion pictures and other similar audio-visual works, and sound recordings;
5. Educational courseware and software (this does not include other types of software or databases).

3. Substantial University Assistance. The following guidelines shall be used to determine whether "substantial University assistance" is involved in the creation of a Work, thereby making the Work and its associated Intellectual Property the sole and exclusive property of the University:
 - a. General Rule. To qualify as "substantial University assistance," the University's participation in or support of the creative or developmental activity leading to a Work must be material, significant and beyond the resources normally provided to individual Employees, Staff Members, and Students. Without limiting the foregoing, the University does not regard the University's provision of normal and customary compensation, student financial aid, library resources, office or laboratory facilities, office staff or laboratory support, telecommunications facilities, individual personal computers, and ordinary and reasonable access to the University's computer network and websites or similar University provided electronic communication tools used for non-commercial scholarly pursuits, as constituting "substantial University assistance." It is recognized that the terms

their regular employment or academic program (other than Creator(s)).

viii. The use in any Work of the University's name or insignia, or the name or insignia of any of its affiliate organizations (other than for the sole purpose of identification of individuals) to identify or promote any product, services or enterprise, or any other identification or reference in a Work that could reasonably be understood by members of the public to imply approval or endorsement by the University or any of its affiliate organizations. Any such use of the name or insignia of the University is strictly limited and governed by another University policy, to be separately published.

4. Reputation, Goodwill, Competition. The University reserves the right to prohibit or limit the use and/or publication of any Work and the Intellectual Property therein for which it has contributed substantial University assistance, or any Work that is a "work for hire" owned by the University, if, in the University's sole judgment, such use or publication would adversely impact the University's goodwill, competitive position or reputation as an educational institution.

5. Written Agreement Required. Whenever the element of "substantial University assistance" is perceived (by either the University or the Creator(s)) to be involved in the preparation of the Work or Derivative Work(s), the parties are required, in a timely fashion, to hold good faith negotiations toward a written agreement regarding University usage, Creator(s) usage, and commercial exploitation, and all other aspects of the proposed development and use of the Work. The following procedures shall apply:

a. Filing of IP Disclosure Forms. The Inventor(s) or Creator(s) shall fill in an Invention Disclosure Form (for patents), a Trademark Disclosure Form, or a Copyright Disclosure form available from the Office of Technology Transfer and submit it to the IP Manager.

b. Negotiations. The Dean or Administrative Director of a particular University academic unit or administrative unit will facilitate the commencement of discussions toward an agreement with the Creator(s), in consultation with University counsel and the Vice Provost for Research and Graduate Education. A University representative will be designated. All such agreements shall be reported to the Intellectual Property Committee. The Creator(s) and University may choose to be represented by legal counsel in such negotiations. A Creator may also

expenses and royalty rights as set forth below in Section III.C.3, and provided further that the University shall have, in its reasonable discretion,

unusually significant creative contribution to the Work. Tasks performed by non-appointed employees in the ordinary course of business of the University will be considered "Work-For-Hire," unless a specific written agreement stating otherwise is executed by the Employee and an Officer of the University.

2. **Sponsored Research.** Often, research or related activity is subject to an agreement between a Sponsor and the University that contains restrictions concerning copyright, or the use of copyrighted materials or other Intellectual Property resulting from the project. In such circumstances, the sponsorship agreement shall govern the allocation of property rights and income. In negotiating with Sponsors, the project directors and the University should strive to protect and advance the public interest, as well as to obtain reasonable latitude and rights for the individual author and the University, consistent with the public interest and this Policy.
3. **Legal Protection of University Intellectual Property.** If a Work and the Intellectual Property therein are owned by or licensed to the University under this Policy, the University's legal counsel shall investigate third party rights, conduct searches and clearances, file applications, and take such other steps as the University, in its sole discretion, deems reasonable and necessary to protect the rights of the University and the Creator(s). All University employees and students shall cooperate fully with University legal counsel and execute such documents as may be required in their capacity as Creator(s) hereunder. The University reserves the right to pursue multiple forms of legal protection in parallel fashion, if available. For example, the University may seek to protect a Work of computer software by copyright, patent, trade secret, and trademark. The University shall bear all costs or expenses of such protective processes, provided, however, the University shall then be entitled to full reimbursement thereof from the first revenues produced by the commercial exploitation of such Work and the Intellectual Property therein.
4. **Other Policy Considerations.** Nothing contained in this Intellectual Property Policy shall limit or abrogate the effect of other University policies regarding Fair Use of third-party materials, Privacy and Security in Electronic Communication, Conflicts of Interest, Faculty Appointment, Promotions and Tenure.

IV. DEFINITIONS

- A. **"Creator"** means any person or persons, affiliated with the University or not,

apparatus, instrumentation, circuit, computer program, database, biological material or specimen, chemical compound, other composition of matter, plan, record or laboratory notebook, whether now known or develo