



# Intellectual Property Policy

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## I. Purpose

Concordia University, Incorporated (hereafter University) recognizes that commercially valuable intellectual property sometimes arises in the course of scholarship and other activities conducted by employees and students using University resources and facilities. The purpose of this policy is to define the conditions of ownership, legal protection, development, and licensing of intellectual property conceived or first reduced to practice by any University employee or student. Under this policy, intellectual property can be managed so as to further the University's mission, enhance the value of such intellectual property, and maximize benefits to the University, inventors and authors.

## II. Policy Statement

The policy applies to all faculty, staff, and students with Concordia University, Incorporated and any person using Concordia facilities under the supervision of University personnel, including, but not limited to, visiting and adjunct faculty. No exception to the policy shall be valid unless negotiated in advance and agreed to in writing by the Chief Academic Officer (CAO) or his/her designee.

## III. Definitions

Key terms in the Policy are defined below.

**Author:** Any Employee who is the creator of an original expression fixed in a tangible medium from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

**Copyright:** An original work of authorship that has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Copyright includes a bundle of rights; the right to make reproductions of the work, the right to distribute copies of it, the right to make derivative works that borrow substantially from a copyrighted work, and the right to make public performances or displays of most works.

**Course Syllabus:** A summary outline of a discourse, treatise, or course of study or of examination requirements.

**Director of Technology Transfer (DTT):** The person responsible for supervising the commercialization process of university owned inventions.

**Electronic Course:** An academic course of study, delivered in whole or in part via electronic means, and fixed in any medium capable of display on a computer or electronic media viewing device.

**Employee:** Any individual associated with the University who is paid by the University for his/her services. Employee includes but is not limited to, faculty members, teaching assistants, advisors, other staff, and students working for pay for the University or for a third party under a Scholarship Services Agreement (SSA).

**Extraordinary University Resources:** Resources, including, but not limited to technical support staff, computer programmers, legal and business counsel, computer hardware and software, and internet access having a commercial value in excess of \$10,000.

**Intellectual Property:** Ideas or concepts for which a bundle of exclusive rights are recognized under the law. These rights pertain to patents, copyrights, trademarks, trade secrets, and any other such rights that may be created by law in the future.

**Intellectual Property Committee (or IPC):** The group appointed by the Chief Academic Officer that shall advise on the interpretation and implementation of these policies.

**Invention:** Any new or useful process or discovery, art, method, technique, machine, device manufacture, software, composition of matter, or improvement thereof.

**Invention Disclosure:** A form that reports and describes a new Invention, signed by the Inventor(s).

**Inventor:** Any Employee who makes an Invention; also, any “inventorship entity” comprised of two or more individuals, one or more of whom is an Employee, who jointly make an Invention.

**Office of Research & Sponsored Programs (or ORSP):** The office designated by the Chief Academic Officer to perform the duties and administer the policies described herein in collaboration with the DTT.

**Patent:** A grant issued by the U.S. or a foreign patent office that gives an Inventor the right to exclude others from making, using, or selling the Invention within the United States or other geographic territories for a period of years from the date of filing of the patent application.

**Royalties:** All compensation of whatever kind received from the sale, license, or other transfer of Intellectual Property rights by the University to a third party. Royalties include, but are not limited to percentage payments, up-front fees, milestone payments, shares of stock, and any financial or other consideration.

**Software:** Any computer program or database, or part thereof, designed to accomplish a task or allow a user to produce, manage, analyze, or manipulate a product, such as data, text, a physical object or other software. Software may be protected by patent, copyright, or trade secret.

**Sponsored Scholarship Agreement (or SSA):** A contract between the University and a sponsoring organization that sets the terms and conditions for the conduct of a faculty scholarship or training project. An SSA typically includes a description of the work to be performed, the terms of payment, ownership of intellectual property, publication rights, and other legal assurances.

**Tangible Research Property (or TRP):** Scholarship results in their physical form, and includes, but is not limited to, data, notes, workbooks, software, biological organisms, compositions of matter, instruments, machines or devices, drawings, and other property that can be physically distributed. TRP may also be IP.

**Trademark:** A word, name, symbol, or device (or any combination) adopted by an organization to identify its goods or services and distinguish them from the goods and services of others.

**Trade Secret:** Information, including a formula, pattern, compilation, program, device, method, technique, or process, which derives independent economic value from not being generally known or readily ascertainable by other persons, and is the subject of reasonable efforts to maintain its secrecy.

## IV. Copyright

This policy addresses copyright ownership, the assignment of rights associated with copyright ownership, licensing of rights, and the distribution of any revenues or royalties therefrom. The University encourages the preparation and publication of copyrightable works that result from teaching, scholarship, or scholarly and artistic endeavors by Employees and students. The University affirms the right of employees to retain primary control over their works.

However, the sharing of knowledge is central to the success of the University and copyright policies should enhance, not inhibit, productive work. Thus, copyright ownership is treated as a divisible bundle of rights to be allocated among different parties to provide maximum opportunities for sharing and learning.

The influence of new technologies on teaching, learning, scholarship, and creative activity will continue and impact on higher education and copyright law are difficult to predict. Thus, copyright policy may require periodic review. The IPC, the DTT, and ORSP shall work closely with the CAO, deans, directors and faculty to achieve an equitable approach to resolving complex issues as they arise.

### A. Ownership of Copyrighted works

1. In keeping with academic tradition, the University does not claim ownership to pedagogical, scholarly or artistic works, regardless of their form of expression, with these two exceptions: 1) the University retains ownership of course syllabi, 2) the University recognizes the terms of any grant or SSA and ownership rights associated therewith. All authors shall assign to the University rights consistent with the foregoing. These copyrighted works include, but are not limited to, textbooks, course materials, referenced literature, and works created by students in the course of their education, such as dissertations, theses, papers and journal articles. Rincker Memorial Library reserves the right to house a copy of student dissertations, theses, and scholarly papers and all authors grant such rights to the University, including the right to duplication for purposes of scholarly research. Deposit of the works in the library does not change their copyright status. Furthermore, the University makes no ownership claim to works created entirely outside the scope of a student's employment and not as part of his or

- her academic work. Authors of course syllabi, curriculum guides, and laboratory notebooks assign the University all rights therein. The University grants to an author of a Course Syllabus a non-exclusive, royalty-free, perpetual license to use, display, copy, distribute, and prepare derivative works for the author's personal use and for use at other educational institutions.
2. All copyrighted works, including software, electronic courses, and any other electric media, that are created for an institutional purpose in the course of an employees' prescribed duties shall be considered "work made for hire" as defined by U.S. Copyright law. These include works on which there have been simultaneous or sequential contributions over time by numerous employees or students. Accordingly, works that are created as part of an employee's independent research or scholarship are not owned by the University. Whether a copyrighted work is considered a "work made for hire" depends upon the purpose for which the work is created and not the form of its expression (See Section IV A 5).
  3. If the University contributed Extraordinary University Resources including but not limited to staff or other support personnel and university facilities), authors, shall assign their rights in such works to the University. Such authors shall receive the royalties described in section VII below. The University's title shall include all rights provided by U.S. Copyright law. Such title is necessary to guarantee the University's exclusive right to control the method and manner in which its educational programs and courses are offered to the public and to secure new revenues from which to replenish and enhance University technology resources.
  4. Whenever deans, directors, or administrators commission new works, copyright issues should be clarified and fixed in a written agreement prior to the start of the project. Such agreements may vary from the terms of this Policy.
  5. Three factors are to be considered in determining the ownership of any copyrighted work not covered by a written agreement: (a) the creative initiative for the work, (b) control over content and final approval, and (c) Extraordinary University Resources or compensation, if any, provided by the University. The IPC shall review and rule on all disputes regarding copyright ownership.
  6. Authors may obtain licenses to copyrighted works owned by the University to develop derivative works therefrom, which licenses shall be liberally granted by the University.

## B. Authorship and Permission

1. Collaborators on a single work are joint authors, as that term is defined under U.S. copyright law. Because joint ownership creates management problems, it is recommended that faculty have agreements that define the interrelated rights and duties among the parties prior to beginning work.
2. All copyrighted works owned by the University shall prominently bear the legend "© 20 Concordia University Wisconsin. All rights reserved."
3. All authors are responsible for securing permissions or licenses from third party owners before reproducing, distributing, making a derivative work, or displaying third party copyrighted works. It should be assumed that all material displayed on the internet is copyrighted unless permission is expressly granted within the material or it is clearly in the

public domain. Whether a particular use constitutes “fair use” under U.S. Copyright law can be difficult to ascertain. Assistance regarding questions of fair use and copyrights will be provided by the IPC and the University’s counsel.

4. Use of University trademarks or logos requires permission of the University. Requests for permission should be directed to the University’s marketing department.

### C. Disclosure, Licensing, and Commercialization

1. All persons subject to this policy shall promptly disclose their copyrightable works in the prescribed form, signed by the author(s), and submitted to the DTT and ORSP.
2. The ORSP, with the assistance of the DTT and University’s counsel, shall draft standard agreements for the University to enter into with employees and others in order to clarify ownership of copyrights and the allocation of rights associated with specific projects. Such agreements shall set out the framework for granting rights associated with new works in order to make them available for teaching, learning, and scholarship.
3. Agreements that grant rights to third parties to commercially develop software, electronic courses, or other copyrighted works owned by the University are encouraged. The DTT is responsible for negotiating such agreements on behalf of, and in close coordination with, the Authors.
4. Licenses, sales, or other transfers of copyrighted works must be approved as to form by the University’s counsel.
5. Authors shall, whenever practicable, be advised and consulted on the progress of license negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement. The University shall not have a duty to an author to secure a minimum royalty.
6. Authors shall receive written final evaluations of their copyright disclosures within 60 days of the date of formal submission to the ORSP. If upon final review it is determined that the University will not pursue licenses, or other commercialization of the disclosure, then the ORSP, with approval of the CAO, shall cause ownership rights to be waived by the University in favor of the author.
7. If the University contributed extraordinary university resources to the support of the work in which the intellectual property was developed, the CAO may require, as a condition of the waiver, that authors grant back to the University twenty percent (20%) of the royalties they receive as the result of any license or sale of said copyrightable work after payment of patenting and other costs.

## V. Patentable Inventions

### A. Ownership of Inventions

1. Any invention resulting from activities related to an employee’s employment responsibilities or developed with support from University administered funds, facilities or personnel shall be owned by and assigned to the University.

2. Any invention unrelated to an employee's employment responsibilities and that is developed exclusively on his or her own time without any University funds, resources or facilities shall be owned by the Inventor.
3. Ownership of an invention developed in the course of, or resulting from work supported by a grant or contract with a governmental entity or a nonprofit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the grant or contract or, in the absence of such terms, shall be owned by and assigned to the University, as otherwise provided in this policy.

## B. Disclosure, Assignment and Protection

1. All persons subject to this policy shall promptly disclose their Inventions in the prescribed form, signed by the Inventor(s), and submitted to the ORSP.
2. The right of employees to publish the results of scholarship remains inviolate, subject only to the terms of a grant or SSA funding the work. However, any public disclosure of an Invention, such as a presentation, publication, or grant proposal, prior to filing a patent application, limits patent rights and reduces an Invention's commercial value. Therefore, employees are required to disclose their invention as soon as it is reduced to practice and prior to sending out manuscripts, grant applications, or making other disclosures of the invention.
3. To protect and preserve the intellectual property rights defined in this policy and to comply with federal regulations, Inventors shall timely execute any assignments and other appropriate documents as requested by the ORSP to protect the University's or a third party's ownership and rights to Inventions.
4. The ORSP shall make a determination whether the University should seek patent protection for an invention. That determination will depend upon the availability of funds and an assessment of the Invention's commercial value and, at the request of the Inventor, the determination of the ORSP is reviewable by the CAO. When the failure to patent is based solely upon lack of funds, any dean or director may commit discretionary funds to patent an Invention, and, should it be licensed, may recover the costs from gross royalties before payment thereof.
5. The DTT shall review all invention disclosures, evaluate their patentability and potential commercial value, and provide a written final evaluation within 60 days of the date of formal submission to the ORSP.
6. If upon final review it is determined that the University will not pursue patent protection, licenses, or other commercialization of the Invention, the DTT, with approval of the CAO, shall cause ownership rights to be waived by the University in favor of the Inventor. Thus, if the University waives its ownership rights in the Invention, the Inventor may pursue patent protection, licenses, or other commercialization of the Invention Disclosure on his/her own, independent of this Policy.
7. If the University contributed extraordinary University resources to the support of the work in which the Invention was developed, the DTT with the approval of the CAO may require, as a condition of the waiver, that inventors grant back to the University twenty percent (20%)

of the royalties they receive as the result of any license or sale of said invention after payment of patenting and other costs.

8. The University acknowledges the obligation of employees and inventors to protect their inventions as trade secrets when necessary to preserve the University's or a sponsor's patent rights. Thus, inventors should take reasonable precautions to assure the confidentiality and physical security of formulas, methods, processes, patterns, computer code, devices, compositions of matter, or other TRP. In such cases, Employees and Inventors shall ensure that students are not deprived of the opportunity to publish, fully participate in, and benefit from the scholarship.

### C. Licensing and Commercialization

1. Agreements that grant to companies the rights to commercially develop Inventions are encouraged. The DTT, in collaboration with the ORSP, is responsible for negotiating such agreements, on behalf of the University, and in close coordination with Inventors. Such agreements shall be negotiated with the assistance of the University's counsel.
2. An Inventor shall be advised and consulted on the progress of license negotiations, but in no event shall he/she have a right of approval to the terms (including financial terms) of any agreement. The University shall not have a duty to an Inventor to secure a minimum royalty. Inventors may enter into negotiations to purchase patent rights from the university. Royalties will be distributed according to Section VII.

## VI. Tangible Research Property

1. The University owns any TRP, unless the TRP arises as a result of a grant or SSA, in which case the terms and conditions of the grant or SSA will apply. Where the grant or SSA is silent, TRP is owned by the University and all Employees shall cooperate with the University in executing documents or taking other action consistent with the University's ownership.
2. Principal investigators and laboratory directors are primarily responsible for the custody, care, and control of TRP, including its storage, use, and distribution.
3. Principal investigators may wish to make TRP broadly available for others' scientific use. Scientific exchanges should not be inhibited due to potential commercial considerations. Intellectual Property rights in TRP should be referred to the ORSP pursuant to this policy.

## VII. Sponsored Scholarship Agreements

### A. Sponsored Scholarship Agreement

1. The SSA is the primary funding instrument used by the University to contract with companies or other non-grant-making entities that wish to sponsor faculty scholarship, clinical projects, or training projects. An SSA must be used when: 1) it is required by a sponsor; 2) confidentiality of project results are desired; 3) Intellectual Property is likely to be created; or 4) students will be paid for work on the project.

2. To retain maximum flexibility and effectuate the goals of this Policy, the ORSP negotiates SSAs individually. The terms of such agreements may vary, depending upon the type of the work and the interests of the sponsor, principal investigator, and the University. Standard terms for such agreements shall be developed in cooperation with the University's counsel. The CAO and Director of ORSP are the only institutional officials authorized to sign SSAs.
3. An SSA and an Intellectual Property license may be negotiated simultaneously. The University shall not be obligated to any Author or Inventor for any amount of Royalties, nor shall such persons be entitled to a portion of sponsored scholarship funds in lieu of Royalties, regardless of the terms of any license or SSA. Inventors and Authors shall, whenever practicable, be advised and consulted on the progress of negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement.

## B. Duty to Disclose on Federal Grants

1. The Federal Government retains Intellectual Property rights to Inventions created and reduced to practice under federal grants. Under federal regulations, 37 C.F.R., 401, et seq., the University must report all such Inventions to the funding agency and elect to file for a Patent within one year prior to any statutory bar date. If the University elects not to file for a Patent it must so inform the agency, which then has the right to take title. Authors and Inventors must report all Inventions to the DTT and ORSP on an Invention Disclosure for submission to the sponsoring agency.
2. Authors and Inventors whose inventive work has been conducted under federal grants should be aware that the federal government retains a perpetual, non-exclusive license to all scholarship results.

## VIII. Materials Transfer Agreements

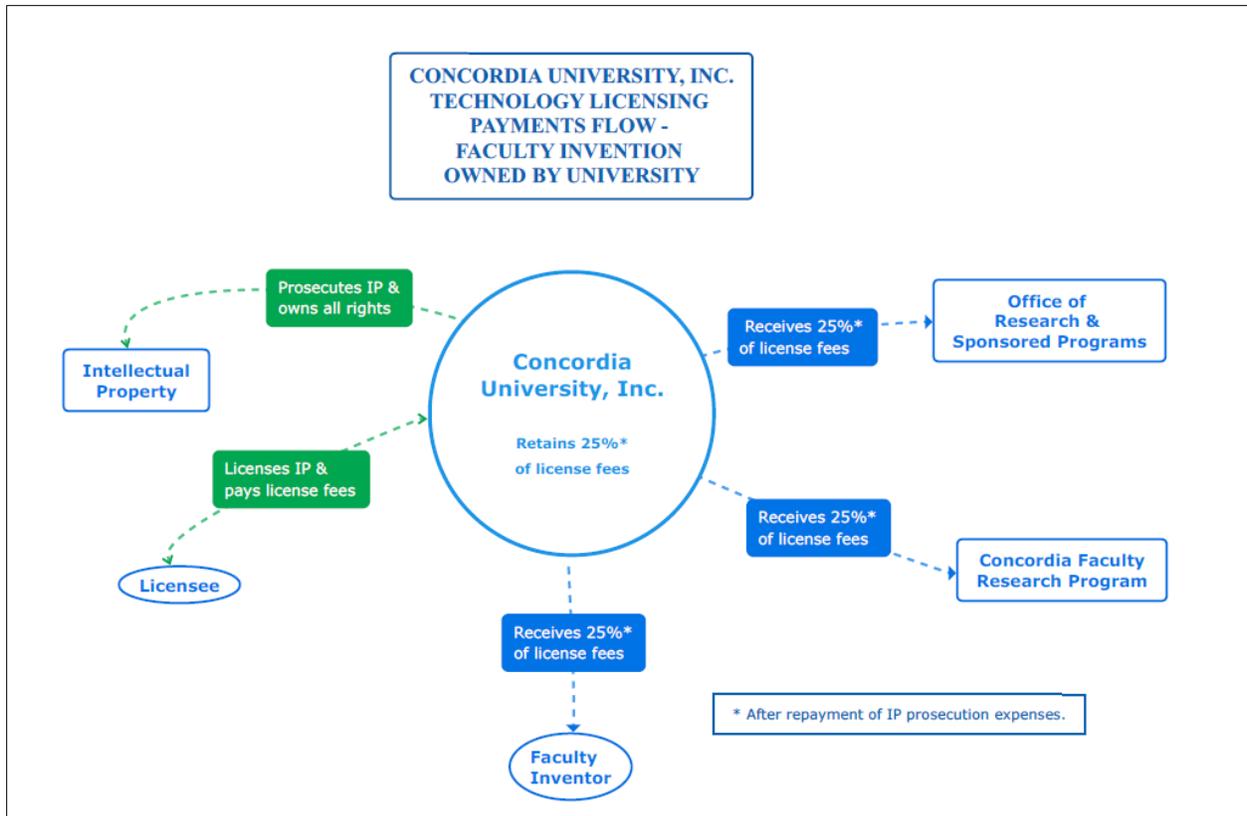
1. Companies, universities, and other institutions may require that the University and Employees sign material transfer agreements ("MTAs") to receive research materials from the other party. MTAs typically restrict the use to which the materials may be put and prohibit redistribution of the materials to other Employees. MTAs for materials being furnished to the University are similar in effect to SSAs and are processed by the University in the same way. Any Employee who is asked to sign an MTA must submit the MTA to the CAO for review and approval in accordance with this Section VII. Employees may not sign MTAs without the prior approval of the CAO and Director of ORSP.
2. Like SSAs, the ORSP negotiates MTAs individually. The terms of such agreements may vary, depending upon the type of the work and the interests of the sponsor, principal investigator, and the University. The CAO and Director of ORSP are the only institutional officials authorized to sign MTAs. Upon approval of an MTA, the CAO and Director of ORSP may authorize an Employee to sign, but such determination will be made on a case by case basis.
3. An MTA and an Intellectual Property license may be negotiated simultaneously. The University shall not be obligated to any Author or Inventor for any amount of Royalties,

- regardless of the terms of any license or MTA, unless approved by the CAO. Inventors and Authors shall, whenever practicable, be advised and consulted on the progress of negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement.
4. Employees are required to use an MTA for all outgoing and incoming research materials unless that transfer is already covered by a CAO approved SSA or external sponsorship proposal submitted through the ORSP.

## IX. Distribution of Income

### A. Financial Responsibility and Costs

1. The University assumes financial responsibility for intellectual property to which it takes ownership. This responsibility may include, but is not limited to, the costs of assessing patentability, filing and maintaining patents, registering copyrights, marketing and licensing Inventions, electronic courses, and copyrighted works, and paying royalties. The University is not, however, obligated to protect or commercialize any particular Invention or copyrighted work unless it has made an explicit contractual commitment to do so. Activities related to the protection and marketing of University intellectual property are intended to be self-supporting. Thus, the ORSP is charged with the responsibility of using the University's resources carefully, with a view to promoting the fiduciary interest of the institution as a whole.
2. Income earned from the sale, licensing, or other transfer of intellectual property of the University shall be received solely by the University and shall, except where a grant or SSA specifies otherwise, be distributed successively as follows: 1) Reimbursement of all direct expenses related to prosecuting and maintaining intellectual property protection and securing licenses, such as fees for outside legal counsel and other experts, if required; 2) of the remainder, 25% to the inventor(s) or author(s), 25% to the Office of Research and Sponsored Programs, and 50% to the University, to be used or distributed at its discretion (see distribution flow chart below).



3. Where there is more than one inventor or author, distribution shall be prorated according to the contribution of each as may be agreed to in writing between the parties; or if an agreement cannot be reached, then according to Section X, Dispute Resolution.
4. In the event that a student may make an important contribution to the development of intellectual property, faculty directors of a project may share a portion of their royalties with the student. Student rights and the distribution of income from student inventions is more particularly described in Section XII.
5. Royalties are payable to inventors and authors only upon actual receipt by the University. In the case of the death of an Inventor or author, all royalty distributions which would have been due such person shall be paid to his/her estate or as directed by his/her personal representative.

## B. Business Software Entrepreneurship Program

To encourage entrepreneurial initiatives among University offices and departments, special financial incentives for the commercialization of University- owned Software are herein provided. These incentives apply to all employees and students who develop software for university purposes, excluding software developed by faculty as part of their research or scholarship. The policies for disclosure, valuation, and licensing of such works shall be the same as those set out in Section III, Parts B and C. Upon licensing or sale of such software, royalties received by the University will be disbursed as follows:

1. Deans and administrators shall be reimbursed for their additional costs, if any, required to prepare completed Software for commercial markets.
2. Other University out-of-pocket expenses involved in commercialization, such as legal fees, shall be reimbursed.
3. The remaining is net royalties and shall be distributed as follows: 67% to the office/department, 23% to that area's vice president and 10% to the Office of Research and Sponsored Program. The office or department of the author shall share its portion with the Author(s), as described below.
4. Authors shall receive a share of the compensation received by the office or department of the Author in an amount not to exceed 33% of net Royalties, such amount to be set at the discretion of the author's dean or administrator. Royalties are payable to Author only upon actual receipt by the University and payments shall cease upon termination of employment. Factors to be taken into account by deans and Administrators in setting an Author's appropriate royalty share shall include, but are not limited to, the number of participants in the project, creative or inventive contribution, extraordinary project leadership, and time devoted to the project outside customary working hours.

## X. Policy Administration

### A. Intellectual Property Committee (IPC)

1. The IPC is an advisory body, reporting directly to the CAO. The IPC shall include eight members, and will include appointed members from the Academic Office (at least one faculty member and one staff member), and members appointed from Information Technology, the Instructional Design Center, and the Library. An ORSP member shall serve on IPC as an ex officio member.
2. Board members shall serve the CAO, who shall appoint a Board Chair. A majority of the members shall constitute a quorum.
3. In addition to the duties described elsewhere in this Policy, the IPC shall advise the CAO by a) interpreting the terms of this Policy; b) recommending changes or exceptions; and c) annually reviewing the TTP.

### B. Technology Transfer Program

The ORSP, in collaboration with the DTT, is charged by the CAO with responsibility for administering the TTP. The ORSP shall have the following duties:

1. Keep the official records of Invention and copyright disclosures, patents, copyright registrations, and licenses.
2. In collaboration with the DTT, evaluate the commercial potential of inventions and copyrighted works.

3. In collaboration with the DTT, conduct technology licensing activities, including, negotiating agreements, drafting licenses and other legal instruments, and performing any other services required to effectuate the commercialization of University intellectual property.
4. Negotiate and draft SSAs in cooperation with the University's counsel.
5. Negotiate and sign confidentiality and option agreements with companies; and assignment and royalty sharing agreements with employees.
6. Help create programs that build new relationships between faculty and companies.
7. In collaboration with the DTT, advise and counsel academic and administrative units regarding Intellectual Property.
8. Assist schools, departments, and offices to develop new sources of revenue, in collaboration with Advancement staff.
9. Engage outside consultants and other service providers as necessary to effectuate the goals of the policy.
10. Advise the CAO on Intellectual Property policy.
11. Provide an ex officio member for the IPC.

### C. Intellectual Property Committee (IPC)

4. The IPC is an advisory body, reporting directly to the CAO. The IPC shall include eight members, and will include appointed members from the Academic Office (at least one faculty member and one staff member), and members appointed from Information Technology, the Instructional Design Center, and the Library. An ORSP member shall serve on IPC as an ex officio member.
5. Board members shall serve the CAO, who shall appoint a Board Chair. A majority of the members shall constitute a quorum.
6. In addition to the duties described elsewhere in this Policy, the IPC shall advise the CAO by a) interpreting the terms of this Policy; b) recommending changes or exceptions; and c) annually reviewing the TTP.

## XI. Dispute Resolution

1. The ORSP, in consultation with University counsel and the DTT, shall attempt to resolve any claim, dispute or controversy involving the rights to Inventions or copyrighted works. Upon the failure of the involved parties to reach a negotiated agreement, the ORSP shall facilitate a resolution by referring the matter for mediation. Mediated agreements shall be binding upon all affected parties only when reduced to writing and signed by all the parties.
2. Should the parties not reach an agreement, any party may appeal to the IPC by submitting a written request. Upon appeal, the IPC shall review all documents and records and hear testimony from all interested parties. Board findings shall be made in the form of recommendations to the CAO, whose decision shall be final and binding on all parties.

## XII. Student Scholarship

University students are subject to this policy when working for pay or for academic credit, or when they participate in faculty scholarship programs. A student working for pay for the University or for a third party under an SSA is an employee within the meaning of this policy. Intellectual property created by a student during such employment or course of study shall be owned by the University or by the entity so designated in the SSA. Thus, in circumstances where a student originates intellectual property independently, using resources not owned by the University, and without faculty supervision, such intellectual property is owned by the student.

### A. Scholarship in the Sciences and Health Professions

In the departments of Natural Sciences, Mathematics, and Computer Science, and Schools of Health Professions, Nursing and Pharmacy, the model for faculty direction of both undergraduate and graduate student scholarship is that of master/apprentice. In these settings, all inventions and copyrighted works originate primarily from faculty direction of the master/apprentice relationship and are owned by the University under the terms described in Sections III and IV above.

1. Faculty employees who supervise undergraduate or graduate student scholarship have custody and control over all TRP (See Section V), subject to the terms of any grant or SSA. Student researchers have the right to access and use TRP, and it is appropriate for them to have copies in so far as is practical.
2. A faculty advisor decides all matters concerning the publication of scholarship results. Such decisions include the timing and choice of manuscript submissions and all issues pertaining to co-authorship and inventorship.
3. Graduate student authors own the copyrights to their theses, essays, or dissertations, subject to the rights of any co-authors. Student copyrights may be limited, however, when student manuscripts are based upon scholarship conducted under an SSA. In those cases, the students' rights will be subject to the rights of the sponsor, which may include prior review of publications, delay of publication for patent filing, excise of proprietary information or trade secrets, or other restrictions. Faculty employees have the obligation to ensure that graduate students involved in sponsored scholarship are aware of and understand the terms of any SSA.
4. Acceptance of a dissertation or thesis outline by a faculty advisor constitutes an assurance that the intellectual property created or otherwise acquired for the outlined scholarship program will remain reasonably available to the student for the duration of the proposed scholarship. This assurance is granted only for the purpose of completing the proposed scholarship and degree requirements. Thus, intellectual property agreements between the University and third parties under a grant or SSA should include such licenses as may be required to protect the interests of students and effectuate the intent of this provision.
5. Students shall maintain the confidentiality of proprietary information and trade secrets belonging to scholarship sponsors and faculty. The University may require students to sign and agree to be bound by confidentiality agreements, reasonable in their scope, when such an agreement is required by a scholarship sponsor or otherwise required by the ORSP to

protect patentability. Such confidentiality extends not only to the scholarship and TRP, but also to information received from Sponsors.

6. A student working under an SSA who releases TRP to a third party not a party to the SSA, violates this Policy and becomes subject to appropriate academic discipline, including termination from his or her academic program. Such unauthorized release includes, but is not limited to, uploading such materials to any computer or to a website to which persons not a party to the SSA have access.

## B. Scholarship in Arts and Humanities

In the Arts and Humanities, the model for faculty direction of students is that of critic or reviewer of independent scholarship. Thus, independent student scholars own the copyrights, without limitation or license, to their written theses, essays, dissertations, or other copyrighted works and TRP. However, graduate students who assist faculty advisors by performing specific scholarship tasks or functions or who become a scholarly collaborator of a faculty member are not independent scholars. In such situations, rights to Intellectual Property are those described in Section IV above.

## C. Scholarship in Business Administration, Legal Studies, Education, and the Social Sciences

In the Schools of Education and Business Administration and the Department of Social Sciences (including Legal Studies), the model for faculty direction of students may be either that of master/apprentice or reviewer/critic of independent scholarship. Students should clarify their relationships with faculty advisors and note the above policies applicable to each model before undertaking a project. In the absence of a mutual understanding between faculty and student, the relationship will be determined by the appropriate dean, whose decision on such matters is binding on all parties.

## D. Modification and Appeal

Faculty employees and students may mutually agree to work differently than described, provided that the disposition and use of intellectual property and TRP comply with this policy. Such agreements must be reduced to writing, signed by the parties, and approved by the appropriate dean at the beginning of the student- faculty relationship.

Students who believe that they may have been treated unfairly by faculty Employees under this Policy should report such concerns to the DTT and ORSP. Where such concerns involve Intellectual Property matters, they will be referred to the DTT and ORSP for resolution as otherwise provided under this policy.

## E. Student Works and Inventions

It is Concordia's position that Works or Inventions conceived or reduced to practice by students without significant use of university assets, or involvement of faculty are the property of the student. University assets include the use of university funds, personnel, facilities, equipment, materials, or technological information and includes support provided by other public or private organizations when it is arranged,

administered or controlled by the university. Students wishing to undertake independent research utilizing university facilities must first enter into a Research Agreement with Concordia. Such Research Agreements will set forth the rights of the parties in intellectual property the student may produce.

While Concordia's intellectual property counsel is available to explain the terms and conditions of the Research Agreement, she/he owes a fiduciary duty to Concordia, and not students of the university.

**Students are urged to consult their own attorneys before agreeing to any Research Agreement.**

## F. Student Employees

Student employees include, but are not limited to, Graduate Assistants, Graduate Research Assistants, Graduate Teaching Assistants and Student Worker employees, including undergraduates. Concordia shall own all rights and interests in Works or Inventions derived from activities related to a student's employment at Concordia. Student employees shall be required to sign such releases and assignments as the university may request and shall provide such assistance as Concordia may reasonably request.

## G. Distribution of Income of Student Technology

In the instance when a student inventor assigns ownership to the University, income earned from the sale, licensing, or other transfer of intellectual property of the University shall be received solely by the University and shall, except where a grant or SSA specifies otherwise, be distributed successively as follows: 1) Reimbursement of all direct expenses related to prosecuting and maintaining intellectual property protection and securing licenses, such as fees for outside legal counsel and other experts, if required; 2) of the remainder, 50% to the inventor(s) or author(s), 25% to the Office of Research and Sponsored Programs, and 25% to the University, to be used or distributed at its discretion (see distribution flow chart below).

