

## **Kennesaw State University Intellectual Property Policy (IPP)**

### **Introduction**

Kennesaw State University ("University") is dedicated to teaching, research, and the extension of knowledge to the public through community engagement and technology transfer. Among its primary objectives are the development of new and useful devices, processes, computer software, and artistic and literary works; and the publication and creation of scholarly works. Such activities:

1. contribute to the professional development of the faculty, staff and students involved;
2. enhance the reputation of the University;
3. provide additional educational and commercialization opportunities for participating students; and
4. promote the general welfare of the public at large.

In cases where patentable inventions, copyrightable materials, and other intellectual property are developed through activities of University faculty, staff, or students who have been aided in their efforts by University resources, the University is the rightful owner, through the Board of Regents. As a matter of policy, the University has determined that it is in its best interests to manage its licensing of intellectual property through the Kennesaw State University Research and Service Foundation, Inc.(KSURSF), which will expedite the development, marketing, and utilization of the intellectual property while at the same time, recognizing and rewarding the rights and incentives of the inventor(s) or creator(s). This approach encourages and stimulates further creativity from University faculty, staff, and students. The University will transfer ownership of intellectual property to KSURSF to facilitate this process.

With this in mind, the University establishes the following policy with respect to the development, protection, and transfer of rights to Intellectual Property resulting from the work of its faculty, staff, and students, whether full-time or part-time.

### **Definitions**

1. **"Intellectual Property"** (IP) includes but is not limited to all disclosures, patentable materials, copyrighted materials including software, trademarks, trade secrets, and business methods, whether or not formal protection is sought.
2. **"Faculty Member, Staff Member, and Student"**

For purposes of this policy, students are individuals who are enrolled for any course at the University. A faculty or staff member is any person who is employed on a full-time or part-time basis by the University.

3. **"Patentable Materials"** includes but is not limited to compounds, compositions, formulations, methods of use, methods of synthesis, devices, software, business methods

that appear to qualify for protection under the patent laws of the United States or other protective statutes, including Novel Plant Varieties and Patentable Plants, whether or not a patent is actually obtained.

4. "**Copyright Materials**" includes but is not limited to books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and proposals, lectures, musical or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, and other visual aids, video and audio tapes or cassettes, live video and audio broadcasts, programmed instructional materials, software, mask works,
5. "**Software**" shall include one or more computer programs existing in any form, or any associated operational procedures, manuals or other documentation, whether or not protectable or protected by patent or copyright. The term "computer program" shall mean a set of instructions, statements or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.
6. "**Trademarks**" includes but is not limited to all trademarks, service marks, trade names, seals, symbols, designs, slogans, colors, sounds, or logotypes developed by or associated with the University.
7. "**Trade Secrets**" includes but is not limited to any information, that both (I) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (II) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets thus includes any patentable or copyrightable material but also includes any non-patentable or non-copyrightable material meeting the two-part definition. Non-limiting examples are technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential students, customers, or suppliers
8. "**Patentable Plant**" means an asexually reproduced distinct and new variety of plant.
9. "**Mask Work**" means a series of related images, however fixed or encoded: (I) having or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and (ii) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product.
10. "**Novel Plant Variety**" means a novel variety of sexually reproduced plant.
11. "**Creator**" and "**Originator**," which are used interchangeably in this Intellectual Property Policy, shall mean the creator, author, inventor, or similar person and that person's executor, heirs, successors, and assigns, as defined under applicable law.

## **Determination of Rights and Equities in Intellectual Property**

### **A. Individual Effort**

Creation and inventorship attributions, both internal and external to the University, of the Intellectual Property, reside with the individual faculty, student, and/or staff member(s). Ownership rights of the Intellectual Property developed by faculty, staff and/or students of the University performed using University resources and/or as part of his/her employment or affiliation with the University reside with the University. It is up to the faculty, staff, or student disputing such ownership to prove, at his or her own expense, each of the following:

1. there is no use, except in a purely incidental way, of institution resources in the creation of such Intellectual Property (unless such resources are available without charge to the public);
2. the Intellectual Property is not prepared in accordance with the terms of an institution contract or grant;
3. the Intellectual Property is not developed by faculty, staff or students as a specific institution assignment. The general obligation to produce scholarly and creative works does not constitute a specific assignment for this purpose. The nature and extent of the use of institution resources shall be subject to institution regulations and shall be determined by the institution.

Revenue distribution for individual effort IP processing, after expenses are recovered by KSURSF, Inc., is outlined below in Table 1.

### **B. Institution-Assigned or –Assisted Efforts**

Ownership of Intellectual Property developed as a result of assigned or assisted institutional effort resides with the University; however, sharing of royalty income with the inventor(s) or creator(s) and/or his/her Department and/or College within the University is authorized as an incentive to encourage further development of Intellectual Property. The nature and extent of this distribution is subject to University regulations. Revenue distribution for institution assigned or assisted IP processing, after expenses are recovered by KSURSF, Inc., is outlined below in Table 1.

### **C. Sponsor-Supported Efforts**

The grant or contract between the sponsor and the University, under which Intellectual Property is produced, may contain specific provisions with respect to disposition of rights or interests in the Intellectual Property. Where the creator(s) or the University retains any portion of these rights or interests, the classification of such portion of the rights or interests in the Intellectual Property may be deemed to be Individual-Effort or University-Assigned or –Assisted Effort, per parts A and B above on or before the date on which the authorized University representative(s) execute the grant or contract.

**TABLE 1**

<i>NET REVENUE DISTRIBUTION</i>	<i>Originator</i>	<i>Academic Vice President/Provost and Originator's Department/College</i>	<i>Office of Research/KSURSF, Inc.</i>
Individual Effort	100%*	0%	0%
University Assigned or Assisted	50%	25%	25%

\*Individual effort IP is owned by the individual. Where the individual creator wants KSURSF to manage/commercialize the IP, revenue distribution will be a matter for negotiation.

## **Policy Implementation and Procedures**

### **A. Composition of the Intellectual Property Committee (IPC)**

The IPC will consist of five (5) members and meet at least once per academic term. Two (2) of these members shall be appointed by the President and three are members ex officio. The President's appointments will be based on the recommendation of the Vice President for Research who shall recommend two faculty members. IPC members appointed by the President shall serve three-year, staggered terms. The Associate VP of Research shall be an ex officio, voting member and Chairperson of the IPC. The Graduate Dean, or his/her designee, shall serve as an ex officio, voting member. One member of the Division of Fiscal Affairs, whose duties are to advise and consult on IP matters shall be an ex officio, voting member. The IPC will have an appointed secretary to perform clerical functions such as keeping minutes, scheduling meetings, etc. Three members of the committee will constitute a quorum.

### **B. Duties of the IPC**

The duties of this group will include the following: oversee IP implementation including education of faculty, staff, and students about the policies; recommend changes in the IP Policy to the Vice President for Research and faculty senate; review of potential intellectual property disputes referred to it through the disclosure process described below in POLICY IMPLEMENTATION AND PROCEDURES, Section C of this IPP and make a recommendation to the President related thereto; and provide the University Office of Legal Affairs with any requested assistance so that the Office can advise on IP-related disputes.

### **C. Disclosure Policy & Procedure**

1. Faculty, students, and staff must disclose to the University Research Office either: (1) developed within the scope and course of their employment or academic program at KSU; or, (2) developed using KSU resources. Faculty, students and staff must also execute any assignments or contracts necessary to implement this policy.
2. Faculty, students, and staff are required to make any disclosures before ANY abstract submissions, internal or external presentations, manuscript submissions, poster presentations, platform presentations, communications (written or oral) with actual or potential non-University

collaborators or any non-University parties, and any patent, trademark, or copyright applications by some other party..

3. Faculty, students, and staff are encouraged to agree internally on their relative ownership or role in the creation of the IP, and collectively disclose the potential IP to both their department chairs and the IPC using the University Invention Disclosure Form. If the Creators cannot agree, then the Intellectual Property Committee shall recommend a determination on these issues.

4. Any potential IP resulting from a University-Supported effort that is the subject of an agreement between faculty, staff, or students on one hand, and an external entity on the other, must be disclosed within 5 business days after completing the Agreement and before dissemination to the external entity.

5. If possible, disclosures should be made on the Invention Disclosure form. If there are time constraints, other disclosures will be accepted.

7. The IPC will recommend to the President: (1) whether any disclosed Intellectual Property should be properly classified as an Individual or Assisted/Assigned Effort; and, (2) a determination of the relative contribution of the Creator(s) of Intellectual Property. The IPC's recommendations shall be shared with the Creator(s) at the same time they are provided to the President. Should any Creator dispute the IPC's recommendations, then they shall notify the President within five working days. The President shall appoint an ad hoc committee of three persons to advise the President on the appeal. The ad hoc committee should not include current members of the IPC and may include a faculty member from another institution or from the relevant industry (subject to the execution of an appropriate non-disclosure agreement). The ad hoc committee will consult with the IPC and the Creators and make their recommendation to the President, who shall make the final institutional decision.

8. The IPC will consult with at least one Creator submitting the Invention Disclosure form to determine whether or not to recommend pursuing formal protection and/or commercialization of the IP, consulting if necessary with the appropriate faculty and/or department chair. The VP of Research will make the final determination whether or not to pursue the IP within 90 days. If the decision is made to not pursue the IP, then all ownership rights in the IP will be returned to the Creators for disposition as they see fit and at their own expense.

#### **D. Management of University IP**

The University has elected, through the IPC and with the approval of the University President, to release the management of IP to which the University has title or an interest to the Kennesaw State University Research and Service Foundation, Inc., subject to the provisions of this IPP.

#### **Preemption by Board of Regents' Policy**

In the event of conflict between any provision of this Policy and any policy of the Board of Regents, the latter shall prevail.