

Lincoln Memorial University

Intellectual Property Policy

I. Purpose and Definitions

1. The intent of this policy is to preserve and protect the University's rights in intellectual property where appropriate and to define and respect the rights of others in works developed without the use of appreciable University support, particularly those works used solely to assist or enhance a faculty member's educational assignments. The University expects all members of the community to be mindful of how intellectual property laws, regulations, and policies apply to their work and to respect the intellectual property rights of others.

2. This policy applies to all students, faculty, and staff of the University and is intended to protect the interests of all concerned parties, including the University itself; members of the University community (faculty, staff, and students); external sponsors of research; and the public.

3. The University defines intellectual property as encompassing all works or things which result in any copyrightable material, and all inventions or things created and produced by faculty, staff, and students, regardless of whether they are, in whole or in part, protectable under patent, trademark, copyright or other applicable laws.

4. Intellectual property may be broadly divided into two categories: (a) the result of University-sponsored or supported efforts, or (b) the result of an individual's independent efforts. University students, faculty, and staff are encouraged to develop intellectual property relating to educational endeavors that include but are not limited to inventions, educational materials, works of art, literary works, teaching aids, textual materials, computer software, databases, audiovisual materials, drawings, lectures, musical/dramatic compositions, pictures, graphics, other copyrightable materials, and any other products or things that are designed to enhance or supplement the educational process at Lincoln Memorial University. The University also encourages the use of intellectual property and/or products resulting from the application of intellectual property for the good of the community and the general public.

5. The University may, in its own name, secure foreign and domestic letters of patent, copyrights, and trademarks on intellectual property produced or developed on behalf of the institution, or produced as a result of University-sponsored or supported efforts, in a manner consistent with this policy and any other applicable University policies

6. University-sponsored or supported efforts include those efforts that involve the use of significant University funds, personnel, facilities, equipment, materials or technological information, which may include support by another private or public organization if LMU administers or arranges for such support. University-sponsored or

supported work further means work in which the creator was either engaged or commissioned by the University or made use of the University's support in developing the intellectual property, or that was not made in the course of independent efforts.

7. Funds and facilities provided by government, commercial, industrial, or other public or private organizations and administered and controlled by the University shall be considered to be funds and facilities provided by the University.

8. This policy as amended from time to time shall be part of the conditions of employment of every faculty, staff and student employee of the University. All employees are subject to any changes to this policy made subsequent to employment.

II. Rights Secured

1. Generally, Lincoln Memorial University retains all ownership rights, foreign and domestic, in any intellectual property created through University-sponsored or supported efforts of its faculty, staff, and/or students. The proceeds of any use, sale, licensing, or other monetization of such intellectual property shall inure solely to the University. The individual creator(s) of such intellectual property may only share in the proceeds arising from the property's use, sale, licensing, or other monetization if they have entered an appropriate agreement with the University.

2. Specifically, it is University policy that intellectual property developed by faculty, staff, and/or students shall be and become the sole and exclusive property of Lincoln Memorial University if the intellectual property is (a) developed within the person's scope of employment with the University, (b) developed in the course of a project sponsored by the University, (c) developed with the significant use of the University's funds, facilities, services, or equipment, or (d) developed in the course of a project arranged, administered or controlled by the University and sponsored in whole or in part by persons, agencies, or organizations external to the University, absent prior written agreement to the contrary.

3. With respect to students, the use of resources or facilities typically available to students in their educational activities shall not be considered "significant."

4. The University recognizes and reaffirms the traditional academic freedom of its faculty to engage in scholarly activity and to publish freely without restriction. In keeping with this philosophy, the University will not construe the payment of salary from unrestricted funds, nor the provision of office or library facilities, as constituting significant use of University facilities or funds, except for those situations where the funds were paid or the facilities provided specifically to support the development of an invention(s) and/or creation(s).

III. Independent efforts

1. Students, faculty, and staff may through independent efforts produce educational endeavors, works or other things that are subject to copyright, trademark or patent protection. In such cases, each creator has the right to determine the disposition of the materials' property rights and to receive revenue derived from such works.

2. Independent efforts include (a) ideas and works that originated from the individual faculty member, staff member, and/or student; and (b) works not made with the use of significant University support.

3. The University is not responsible for any opinions expressed in works that are created through the independent efforts of students, faculty and/or staff, which opinions shall be the sole responsibility of each individual creator. The University reserves the right to require an appropriately worded and displayed disclaimer to that effect to accompany any publication of a work that arises from the independent efforts of its students, faculty and/or staff. Further, the name of the University or reference to the University shall not be used in any form of publicity without prior written approval from the University.

4. Faculty members' textbooks, scholarly articles published in independent publications, and similar works intended to disseminate the results of study or research are generally considered independent efforts unless the University commissioned them, the projects that gave rise to them were specifically University-sponsored or supported, or an external sponsor commissioned them pursuant to a separate agreement with the faculty member and/or the University.

IV. Procedures

1. Once University-sponsored or supported intellectual property is created, and before its publication, the faculty member, staff member, and/or student creator is required to disclose the work or thing in its entirety to the Vice President for Academic Affairs. For all intellectual property created during an employee's approved employment outside the University, the employee may only delay disclosure to the University to protect the outside employer's interest until a decision has been made whether to seek a patent, copyright, or trademark.

2. All disclosures shall include (a) the name(s), address(es) and telephone number(s) of all creators or other participants in the creative process; (b) a descriptive title of the work or thing; and (c) a concise description of the work or thing, including an explanation of its nature, purpose and operation; a summary of results achieved; features believed to be novel; further experimental work planned; and any additional information which the creator believes might be helpful in deciding whether a patent application should be filed. The disclosure must be signed and witnessed.

3. The Vice President for Academic Affairs will have sixty (60) days after actual receipt of the disclosure to determine whether Lincoln Memorial University will assert an interest in the particular intellectual property and to develop a written agreement reflecting the interests of all parties, including how any proceeds from the monetization of the intellectual property will be distributed. Both the University and the individual will make every effort to protect both the individual's and the institution's interests.

4. Any agreement between an individual creator and the University will consider the relative contribution by such individual and may establish the percentage of ownership of the trademark, copyright or patent rights and compensation terms for development. All such agreements must satisfy any pre-existing commitments to outside sponsoring agencies.

5. All revenue derived from the monetization of such intellectual property by the University shall be used to support its academic purposes and programs.

6. All discoveries or inventions made outside the field in which the employee is hired by the University, and where the University has not provided any support, are and shall be the individual's property and invention. However, the employee and the University may agree that a patent for any such discovery and invention may be pursued by the University, with the proceeds of any monetization thereof to be shared in accordance with the agreement.

7. The development of intellectual property shall not interfere with an employee's effective performance of his/her assigned duties at the University. Unless otherwise determined by an agreement between the University and the employee, the employee's immediate administrative supervisor shall determine whether development of the intellectual property has a detrimental effect upon the employee's performance of his/her regular assignments. Standard University policies may be applied regarding employee performance in cases where it is determined that effective performance of work duties is negatively impacted by development of intellectual property.

8. All University personnel and students are obligated to refrain from any act that would defeat the University's rights in any University-sponsored or supported intellectual property, and to cooperate in the documentation and demonstration of the University's rights therein, including without limitation executing assignments of rights and providing sworn testimony or other support for the University in the event of litigation without necessity of a subpoena.

9. Lincoln Memorial University requires that agreements concerning work products including or contemplating any intellectual property development must address, at a minimum, the following issues:

- (a) Ownership;
- (b) Compensation;
- (c) Copyright issues;

- (d) How the intellectual work product can be utilized by LMU students, faculty, and staff;
- (e) How revenues are to be allocated and used by LMU;
- (f) Disclosure of requirements prior to publicizing a project;
- (g) Reference to any documents needed to provide for intellectual property protection; and
- (h) Other terms agreed to by the parties.

10. With respect to theses and dissertations, a University student must, as a condition of a degree award, grant royalty-free permission to the University to reproduce and publicly distribute, including by technologies now known or developed in the future, on a non-commercial basis, copies of the thesis or dissertation.

V. Copyright

1. Copyright is the right of an author, artist, composer or other creator of a work of authorship to control the use of his or her work by others. Generally speaking, you may not reproduce a copyrighted work (including computer software) without the copyright owner's permission. The term of copyright protection is usually defined as the life of the creator plus 70 years, but there are some complicated exceptions and it is best to assume that any work published after 1922 is still protected by copyright. In certain instances, the "fair use" doctrine may allow the use of a copyrighted work for purposes such as scholarship or criticism. Generally, though, the unauthorized reproduction of a copyrighted work is copyright infringement and may subject the infringer to civil and criminal penalties.

2. Despite court rulings holding such activity illegal, some individuals continue to engage in so-called peer-to-peer file sharing of commercially copyrighted music, movies, and software. The law allows copyright owners who have detected illegal file sharing over a campus network to subpoena the name of the individual(s) involved. The copyright owner may then sue the individual for up to \$150,000 for each act of infringement. Since 2003, the recording and movie industries have filed more than 6,000 such lawsuits, including hundreds against college students and staff members nationwide.

3. The University and its faculty, students, and employees must comply with the copyright law, including without limitation by refraining from unauthorized file sharing. In addition, such conduct violates the University's technology use policies and can cause the University to subject an employee to disciplinary action up to and including termination. Questions regarding copyright law compliance should be directed to the University librarian or the President's office.