

INTELLECTUAL PROPERTY POLICY CONCORDIA UNIVERSITY – PORTLAND, OREGON

I. Introduction

Creativity is evidenced in fields as diverse as science and technology, literature and the humanities, education, and the fine and applied arts; the discoveries resulting from creative work in these and other University fields of study may represent valuable intellectual property. The University and its members have a common interest in protecting and capitalizing on intellectual property, using such legal vehicles as patents and copyrights that make possible the ownership and control of some creative works and that provide an incentive both to create such works and to make them public. The policies set forth in this document and in the current Concordia University Copyright Policy, effective as of August 1, 2013 (collectively, the "Concordia University Intellectual Property Policy") are designed to encourage the creative endeavors of all members of the Concordia University community; safeguard the rights and interests of all relevant parties, including the University; and facilitate the dissemination and use of the findings of academic research to the public benefit.

II. Applicability

Acceptance of the Concordia University Intellectual Property Policy is a condition of employment or enrollment. The Concordia University Intellectual Property Policy apply to all full-time and part-time faculty and non-faculty employees, students, and appointees or visitors who are funded by the University or who use University facilities or materials in the process of discovery or invention or in creating copyrightable materials.

This IP Policy supersedes previous policy and applies to all inventions, discoveries, or copyrightable materials disclosed to Concordia University on or after their retrospective effective dates regardless of when the discovery, invention, or copyrightable material was made; this policy will not be applied retroactively to any existing or pending patents, licenses, copyrights, or inventions disclosed to Concordia University prior to such date.

III. Administration

The President of the University has delegated to the Provost responsibility for administering this IP Policy.

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I. Introduction

Development of curriculum, course prospectuses, course syllabuses, patentable inventions, or discoveries may result from research or educational activities performed by members of the Concordia academic community. Concordia University is committed to disclose and utilize ideas and discoveries for the greatest possible public good; to protect the rights of the University faculty, staff, and student body, as well as those of the institution itself; and to abide by the regulations of agencies providing funds for sponsored programs.

II. Applicability

Any curriculum, course prospectuses, inventions or discovery by an individual who (1) made the invention or discovery within the normal field of his or her employment responsibility and activity with the University, without regard to location or salary source (specifically including individuals employed at affiliated hospitals and institutions), or (2) makes use of Concordia University resources, except library, shall be subject to the provisions of the Concordia University Intellectual Property Policy. Such an individual is hereafter referred to as "developer"

III. Disclosure

United States patent law permits the filing of copyright or a patent application within one year of publication; however, under foreign patent law, any public disclosure disqualifies the invention or discovery from patent protection. Therefore, to protect academic priority as well as commercial priority,

any developer making any course or curricular content, invention or discovery subject to this policy is encouraged to report it promptly in writing and in reasonable detail to the Provost, preferably within 30 days of making the invention or discovery. Public disclosure of the research results may affect copyright or patent rights.

IV. University Ownership Rights

All course and curricular content, inventions or discoveries to which this policy applies are owned by Concordia University. The ownership rights to an invention or discovery are the exclusive property of the developer if the University has contributed nothing substantial or essential (as, for example, funds, space, materials, or facilities) to the conception or development of the invention or discovery, and the invention or discovery is outside the scope of the developer's normal field of employment responsibility and activity within the University. Where the University has entered into an agreement for a project sponsored by a government agency or private firm, the terms of that agreement will govern the disposition of copyright, patents and licenses.

Members of the Concordia community who enter into consulting or other agreements with parties outside of the University that require assignment of ownership rights in intellectual property are cautioned that conflicting interests may arise. For guidance in these matters, refer to the University's Conflict of Interest Policy. The developer's Dean or Director and the Provost must be notified of any copyright, patents or inventions arising from external consulting agreements.

Where there is disagreement among the developers or the developers and the University as to ownership rights or the retention of rights by the University, the Provost shall ask the Academic Council to review the case and provide a recommendation, with supporting rationale, for resolving the disagreement. Conflicting interests will be adjudicated and, where necessary, resolved by the President.

Disagreements between developers as to ownership rights will be resolved by the Provost.

V. Rights of Use

University Rights of Use: Concordia University will have the right to use the course or curriculum Materials, including, but not limited to, developer's copyright or patent, for such purposes, in such manner(s) and format(s), and utilizing such delivery mode(s) as the University deems appropriate. CU's rights under this Agreement include the right to reproduce, distribute, perform and transmit the copyright content or patent, and to repackage the copyright content and course and curriculum materials for other technology and modes of delivery. The right to use these materials is restricted to the offerings of this course by CU, and does not extend to uses beyond that application without prior written consent of the developer. The University and the developer specifically acknowledge that the rights of Concordia University to use the developers copyright or patent are not conditioned on the developer's continued employment by the University.

Developer's Rights of Use: The developer reserves the right to use or implement copyrights or patents that are not directly competitive with Concordia's actual or planned use with consent or approval by the University.

VI. Inventions or Discoveries Arising from Sponsored Projects

The intellectual property terms of all research agreements are governed by the following principles.

1. The developer is free to publish or present the results of a sponsored project, subject only to contractually agreed upon delays to permit the sponsor to review the proposed publication or presentation for the use of the sponsor's confidential information and the inclusion of patentable information.
2. In those cases where the University agrees to respect the proprietary nature of a sponsor's data disclosed to the University for certain limited purposes, all persons working on the project (faculty, staff, and students) are required to treat the developer's and the sponsor's data as confidential.

3. Any inventions, discoveries, copyright, or patents arising from the sponsored project will be used in the public interest.
4. The University owns all copyright, inventions and discoveries made by Concordia researchers and developers arising from gifts or sponsored projects.
5. As outlined in Section VIII below, the University and the developer's college and academic department share in the net income received from intellectual property developed under the agreement.

If the proposed contractual requirements of a sponsor are contrary to the University's patent policy and cannot be reasonably negotiated, the Provost shall determine whether to accept the proposed sponsorship.

VII. Development, Marketing, and Licensing

The University may enter into any licensing agreements deemed beneficial to the University, the developer, and the public in general, provided such agreements are not prohibited by a sponsor's rules or regulations. Any terms governing the relationship between the licensee and the University due to such licensing agreements are made in consultation with the developer.

As a general policy, the University does not sell or assign copyright or patent rights.

Agreements with companies may involve equity participation by the University and/or the developer.

Equity includes stock, stock options, warrants, and other non-cash consideration. The University and the developer are responsible for negotiating their respective equity positions. Management of the University's equity share is the joint responsibility of the CFO, Board Finance Committee and the Provost.

VIII. Proceeds from Inventions and Discoveries

If there is more than one developer, the applicable royalty percentage will be divided equitably among the developers. The University, academic colleges, academic departments or divisions will divide proceeds equitably. The Provost retains the right to review the distribution and mediate among the parties.

The allocation formula recognizes all forms of cash payments, including royalties and various fees from licensing. After subtraction of certain costs as outlined below, a percentage of the proceeds that the University receives from the licensing of inventions and discoveries will be paid to the developer, the developer's department, and the developer's college, as specified below. The Provost will oversee the distribution of such funds according to a plan developed in consultation with the developer and will provide a regular accounting to the developer and the developer's department and school.

A deduction of 20% to cover the overhead operating expenses will be taken annually from the gross license revenue, followed by a deduction for any direct assignable expenses, like patent fees, for the specific case. Income then remaining is the net income, which is distributed as follows.

1. Twenty percent (20%) of the net income to the developer's college
2. Twenty-five percent (25%) of the net income to the developer's academic department/division.
3. Fifteen percent (15%) of the net income to a University account for the developer to support the developer's research.
4. Twenty percent (20%) of the net income to the Central Administration.

If the invention or discovery is the result of sponsored research and the sponsor regulates the distribution of income, such specific regulations shall take precedence over University policy with respect to distribution of the license revenue.