

Introduction to the Indiana University Policy on Intellectual Property

This policy implements the Indiana University “Statement of Principles on Intellectual Property.” Like the “Statement,” it is an expression of faculty-led efforts to shape the interface between academics and the world of commerce and industry according to the ideals of the University. The policy attempts to address complex questions concerning patents, copyright, and intellectual property created at Indiana University in a way that furthers the research, teaching, and public service missions of the University, and that preserves academic freedom and the open exchange of ideas.

The production of intellectual property through research, invention, artistic work, teaching, and other activities is a primary objective of the University. In framing a policy designed to address issues such as intellectual property ownership, rights of use, and commercialization, the primary goal has been to further encourage and strengthen the creation of intellectual property at Indiana University, and ensure that faculty, students, and staff see engagement in creative work as a rewarding focus of their membership in the University community.

There are two major types of protection afforded intellectual property: patents and copyrights. In general, patents may be sought to protect discoveries and inventions: that is, useful applications of novel ideas resulting from study and experiment that have been reduced to practice. Copyright protects original works of authorship that are “fixed in any tangible medium of expression”; works subject to copyright protection include books, articles, artwork, music, software, traditional or electronic correspondence, and materials placed or found on the Internet. Software is a form of intellectual property that may be patentable in some instances and usually is copyrightable. Therefore, researchers are encouraged to consult with University officials to determine the right protection.

Works that have been funded from external sources may be treated differently from works supported solely through University resources. By law, ownership of patentable inventions that are directly supported by federal grants and contracts must be assigned to the University. Similarly, federal law requires that certain rights be retained by the University and federal government in copyrightable works created with federal funding. Stipulations concerning intellectual property ownership specified in contracts and grants are determinative, and supersede other considerations.

Patents on inventions, discoveries, or manufacturing designs developed by Indiana University personnel within the scope of their employment are owned by the University. The University’s responsibilities include timely assessment of an idea’s patentability and marketability, efficient management of patent protection and licensing, and other steps necessary to maximize benefits for the ~~Creator~~creator, the institution, and the public. The University shall provide researchers guidance on such matters critical to securing patent protection, such as maintenance of records of the development of an idea from conception through reduction to practice, and approaches to

publication and presentation of research in a manner that is consistent with both academic freedom and protection of patentability.

Copyright protection vests automatically upon creation of a work and its fixation in a tangible medium from which it may be perceived. Placing a copyright notice on the work and registering it with the U.S. Copyright Office are optional. Meeting notes, email, and this policy, for example, are all protected by copyright. The University could not possibly assess the commercial value of all such works, or undertake to protect the rights and interests of authors and the University in regard to all of them.

Indiana University Policy on Intellectual Property

1. Definitions

A. "Creators" are ~~faculty (including visitors), staff, or students~~any persons who create intellectual property using University resources,~~or anyone who receives compensation from the University for the contracted purpose of creating intellectual property.~~

B. "Indiana University" and the "University" refer to Indiana University and to any foundation associated with Indiana University, such as the Indiana University Research and Technology Corporation (IURTC).

C. ~~"Applicable Intellectual Property" is intellectual property:~~

- ~~i. Created by University employees within the scope of their employment using University resources;~~
- ~~ii. Created by students or visitors using University resources; or~~
- ~~iii. For which the University has paid compensation.~~

~~D. "Traditional Works of Scholarship"~~

- ~~i. Traditional Works of Scholarship are scholarly and creative works regardless of their form, other than patentable intellectual property, by academic appointees or students that have not been the subject of Exceptional University Support or external contracts or grants.are:~~
 - ~~(a) works of scholarship, other than patentable intellectual property~~
 - ~~(b) by faculty or students;~~
 - ~~(c) that reflect research or creativity;~~
 - ~~(d) which, within the University, are considered as evidence of professional advancement or accomplishment; and~~
 - ~~(e) that have not been the subject of Exceptional University Support or external contracts or grants.~~

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ii. Examples of Traditional Works of Scholarship include scholarly publications, journal articles, research bulletins, monographs, books, play scripts, theatrical productions, poems, works of music and art, ~~and~~ instructional materials, and non-patentable software.

~~iii. Scholarship that, but for Section D.i.(e) above, would be a Traditional Work of Scholarship, shall be considered a University Work.~~

~~ED.~~ “University Works” are works that:

~~University Works include works:~~

~~i.(a)~~ that have been specifically commissioned by a University office; or

~~(b)~~ that have been developed with Exceptional University Support; or

~~iii.~~
~~(e)~~ that qualify as Externally Funded Works.

~~EE.~~ “Exceptional University Support”

i. Exceptional University Support is financial or other support for research and teaching activities that exceeds the norm for a faculty member or student’s research or for teaching in his or her field or department.

ii. Exceptional University Support does not include:

- (a) sabbatical funding;
- (b) the award of competitive internal research or teaching grants;
- (c) ordinary library services;
- (d) clerical or administrative support; ~~or~~
- (e) office or laboratory supplies and equipment; or
- (f) funding for endowed chairs.

~~EF.~~ “Externally Funded Works” are works that have been funded from sources external to the University.

~~HG.~~ “Patentable Intellectual Property” describes inventions, discoveries, and manufacturing designs that have been reduced to practice, and are novel, useful, and non-obvious, and therefore likely to be subject to protection under United States patent law.

~~IH.~~ “Copyrightable Intellectual Property” describes original works of authorship that have been fixed in a tangible medium of expression, including books, articles, artwork, music, software, traditional or electronic correspondence, and online materials, that are likely to be subject to protection under United States copyright law.

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2. Patentable Intellectual Property

A. Principles

- i. The University shall have the sole right to determine the disposition of patentable intellectual property under this Policy, including decisions concerning patent licensing and sale.
- ii. The University has assigned responsibility for disposition of ~~applicable~~ intellectual property to the IURTC Office of Technology Transfer; this responsibility is executed under the supervision of the IURTC Board of Directors and is subject to implementation policies developed by the Intellectual Property Policy Council.
- iii. Determination of those dispositions shall take into account the interests of the University, the public, and the Creator, including the Creator's professional or ethical convictions concerning the use of ~~Applicable~~ ~~intellectual Property~~ intellectual property.

B. Disclosure

- i. Creators shall disclose promptly to the IURTC Office of Technology Transfer any potentially Patentable Intellectual Property on forms made available by IURTC. ~~Disclosure of intellectual property to the Office of Technology Transfer shall be made on an Intellectual Property Disclosure Form. For purposes of this Section 2.A.i., promptly shall mean prior to any public disclosure outside of the University.~~
- ii. The Office of Technology Transfer shall act on behalf of both the Creator and the University to ensure that commercially attractive intellectual property is identified, that patent protection is appropriately pursued, and that the interests of the Creator, the University, and the public guide the management of the intellectual property.
- iii. The Office of Technology Transfer shall routinely report all disclosures to the Office of the President, and shall provide to Department Chairs and School Deans quarterly lists of disclosures relevant to their units.

C. Assessment of Disclosed Patentable Intellectual Property

- i. The Office of Technology Transfer shall assess all disclosures submitted to it in a timely fashion, normally within sixty days, to determine whether the University should seek patent protection for the intellectual property.
- ii. The Office of Technology Transfer shall promptly notify the Creator of the intellectual property of the results of its assessment.

- iii. The Office of Technology Transfer shall consult as it deems necessary with the Office of the President concerning such decisions and other matters relating to technology transfer and the implementation of this policy.
- iv. The Office of Technology Transfer or the Office of the President may request a recommendation from the Intellectual Property Policy Council regarding the disposition of the intellectual property.
- v. In those instances where ordinary delay in assessment of intellectual property would jeopardize obtaining the appropriate protection for the intellectual property, the Creator(s) may request that the Office of Technology Transfer expedite its decision as to whether or not it shall seek statutory intellectual property protection.
- vi. Creators may appeal the decision of the Office of Technology Transfer within thirty (30) days to the Intellectual Property Policy Council. The Intellectual Property Policy Council shall make a determination within thirty (30) days of the request. IURTC or the Creators may appeal the determination of the Intellectual Property Policy Council to the President, whose decision will be final. The President shall submit a report to the Intellectual Property Policy Council detailing the bases for his or her decision.
- ~~vii. Requests for reconsideration shall be made within thirty days of the initial decision.~~

D. Ownership

- ~~i. Creators shall assign ownership of all patentable inventions or discoveries to the University.~~
- ~~ii. In cases where determining the merit of an invention or discovery requires further research, the Office of Technology Transfer shall negotiate an option to license.~~

~~E. Distribution of Revenues from Licensing and Other Agreements~~

Distribution of revenues derived from patentable intellectual property shall be governed by the distribution schedule stipulated in Section 4 of this policy, unless legal requirements or contractual agreements require otherwise.

3. Copyrightable Intellectual Property

A. Ownership

~~Subject to the provisions of this Section 3.A.i., the University shall own, and where appropriate, require assignment, of copyright interests in all Applicable Intellectual Property.~~

- i. The University shall assert no claims to copyright ownership in (a) Traditional Works of Scholarship, or (b) subject to clause (iii) of this Section 3.A., to works of scholarship that are published in academic journals or presses even if such scholarship was externally sponsored. The University shall assign (and execute such documents as may be required) to assure ownership in the Creator.
- ii. ~~The University may choose to forego or modify its ownership of a University Work and associated rights, through a written agreement with the Creator of the work.~~
- iii. — Copyright ownership of works created in the course of externally sponsored projects must conform to any specifications of the sponsor agreement, and in the case of federal or state grants or contracts, also as provided by law. Such specifications have priority over University policy in these respects.

B. Disputes of Ownership

- i. Where ambiguity exists about ownership or rights as between the University and the Creator, an agreement shall be executed that recognizes these factors in a way that fairly protects the rights and interests of all parties with legitimate claims.
- ii. Dispute resolution panels
 - (a) In such cases where the parties are unable to reach an agreement, the campus or University Faculty Council, as appropriate, shall, through its executive or agenda committee, consult with the Council's research affairs, distributed education, or other appropriate committee and designate a three-member panel to consider the facts and mediate an agreement, operating under procedures designed by the Council.
 - (b) ~~Where the parties include non-University employees or entities, the panel shall consult with the University Counsel and Office of the President in attempting to mediate an agreement.~~
 - (c) — If no agreement can be reached, the panel shall make a determination on the ownership and allocation of rights, based on the facts. Any party may appeal the panel's decision to the President whose decision shall be final. In cases where the President's decision varies with the panel's, the President will submit a report to the panel and the Intellectual Property Policy Council detailing the bases for his or her decision.
- iii. Creators who are dissatisfied with the final outcome ~~of mediation~~ may appeal through normal grievance channels.

C. Rights to the Use of Copyrighable Intellectual Property

i. Traditional Works of Scholarship

- (a) The University may use Traditional Works of Scholarship created for ordinary classroom and program use, such as syllabi, assignments, and tests, for administrative purposes, which may include course equivalency assessments for transfer purposes, accreditation agency reviews, and other functions that allow the University to fulfill its responsibilities for accountability.
- (b) Faculty members are encouraged to share their instructional materials and courseware with University colleagues for internal instructional purposes.
- (c) When publishing scholarly works, faculty authors are encouraged to provide for rights for use by the University community.

ii. University Works

- (a) The University retains all rights to use and commercialize University Works. The University may choose to forego or modify its ownership of a University Work and associated rights, through a written agreement with the Creator(s) of the work.
- (b) In the absence of contractual or legal restrictions to the contrary, the University grants Creators non-exclusive rights to non-commercial use and distribution of University Works they have authored. Creators who leave the University may continue to use such works at another non-profit institution for teaching, research, and other non-commercial purposes.
- (c) Revisions
 - (i) The University will respect the rights of Creators of University Works in considering and undertaking revisions.
 - (ii) The University shall either withdraw obsolete University Works from use or seek revisions.
 - (iii) Creators may initiate a request for withdrawal or revision in order to protect academic integrity.
 - (iv) The University shall offer Creators employed by the University the opportunity to make revisions before requests are made of others.
 - (v) The University shall in good faith consult Creators no longer employed by the University.
- (d) The University shall acknowledge all Creators who have made a substantial contribution to a University Work, unless those individuals request otherwise. Creators may request to have their names removed from works.

~~(e) The University shall share revenues from copyrights of University Works appropriately with Creators. Agreements executed in the course of commissioning University Works should stipulate such allocations. In the absence of a prior agreement, the revenue sharing schedules of this Policy shall be used as guidelines.~~

iii. Externally Funded Works

The use of, credit for, and revenue sharing with respect to Externally Funded Works shall conform to the terms of their respective sponsorship agreements.

D. Management of Copyrightable Intellectual Property

- i. The University, through the Office of the University Counsel and other relevant offices, shall provide faculty, staff and students with general information and guidance on specific copyright issues associated with Traditional Works of Scholarship.
- ii. The University takes responsibility for management of copyright ownership, associated rights, and protection only for University Works.
- iii. The Office of the University Counsel is the only source of legal advice within the University and shall only provide legal advice to the University, not to individual authors with respect to works in which they own the copyright.
- iv. Copyright of University Works is held by the University in the name of the Trustees of Indiana University.
- v. In the case of all copyrightable University Works, the unit or units of the University that have commissioned the work or provided Exceptional University Support shall file a report with IURTC as to the existence of such University Work and the unit(s) opinion as to such University Work's commercial potential. IURTC will assess the commercial potential and determine whether it wishes to manage commercialization of the work and management of the copyright. If IURTC does not deem the work marketable, it shall transfer the management responsibilities back to the commissioning unit(s). In these cases, the unit(s) may undertake management of the copyright, in consultation with the Office of the University Counsel, including the granting of non-royalty bearing licenses and other agreements involving permission for use.

E. Protection of and Liability for Copyright

- i. The IURTC, ~~the Office of the President~~, and the Office of University Counsel, as appropriate, shall investigate allegations of unauthorized use or copyright infringement of University Works, and shall recommend appropriate action. If the

University initiates legal action in response to an unauthorized use or infringement, all costs of such action shall be borne by the University, which shall control the action. ~~If the University decides not to initiate legal action, the Creator(s) may do so and the University shall assign such rights as are necessary for the limited purpose of pursuing redress for unauthorized use or infringement. The University shall neither bear the cost of any subsequent legal action, nor share in any revenues that result from it.~~ If IURTC decides not to initiate legal action, the Creator(s) may appeal the decision to the President, whose decision shall be final.

- ii. In the event third parties assert unauthorized use or copyright infringement claims relating to a work in which the University has asserted ownership against the University or the Creator(s), the University shall assume responsibility for the defense and control of any legal action arising from such claims, in accordance with the University's Indemnification Policy.

F. Revenue Distribution for University Works

The distribution of revenue arising from marketing, licensing, and protecting University Works, and from the sale of their copyright or associated rights, shall be distributed in accord with the schedule stipulated in Section 4, unless agreements stipulate otherwise.

G. Online Instructional Materials

i. Definitions

- (a) "Online Course" is a discrete course offered via the Internet.
- (b) "Courseware" is the materials that comprise online courses and distributed education supplementary to classroom-based courses; courseware refers to informational content and, if applicable, software.
- (c) "University Courseware" is courseware to which the University owns copyright. University Courseware includes works for which the University has provided Exceptional University Support, exceeding the normal expectations of University support provided for traditional courses.
- (d) ~~"Software" is executable computer applications, which courseware may include.~~
- (e) "Courseware Content" is the text, images, and sounds that comprise the informational component of online materials associated with University instruction.

ii. Ownership

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- (a) Works created without Exceptional University Support are Traditional Works of Scholarship. The principles of ownership for online instructional materials are generally the same as those that apply to copyrightable works as set forth in Section 3.A. above.
- (b) ~~Copyright of works created without Exceptional University Support are Traditional Works of Scholarship.~~ Faculty Creators of courseware that qualifies as Traditional Works of Scholarship may commercialize their work, so long as the University's name is not used other than to identify the faculty member's position at the University.
- (c) Agreements concerning courseware that qualifies as Traditional Works of Scholarship should reserve appropriate rights to use for the University.
- (d) Works for which the University has provided Exceptional University Support are considered University Courseware.
- (e) All works by staff developed within the scope of their employment are considered University Courseware, and are therefore owned by the University.
- (f) In the case of students, copyrights for online instructional materials created by students and submitted to meet course requirements are owned by the student author, even if they have been created using University resources. Neither the course instructor nor the University shall utilize or distribute student owned online instructional materials for purposes beyond those of the course in which they are submitted without obtaining the written permission of the student.

iii. Exceptional University Support

- (a) Certain basic elements required for online instruction do not constitute Exceptional University Support:
 - (i) normal use of University servers and software platforms;
 - (ii) basic instruction in web composing;
 - (iii) basic orientation to the operation of online instructional techniques and processes; ~~and~~
 - (iv) occasional technical troubleshooting assistance; ~~and-~~
 - (v) ~~Consultation-consultation~~ with relevant University offices with respect to the Creator's rights under this Policy.

Items (i) – (iv) are considered analogous to the provision of Library support for research or classroom space for instruction.

- (b) The following elements constitute Exceptional University Support:

- (i) provision of designated technical assistance, such as audio-visual department personnel or a qualified graduate assistant, to assist development of an online course; or provision of specialized software purchased for a particular online project; that exceeds normal University support for traditional courses, or
 - (ii) provision of release time as an adjustment to normal assigned duties for the purpose of creating an online course or courseware that exceeds normal University support for traditional courses.
- (c) Exceptional University Support for online instructional materials shall be provided pursuant to a written agreement that specifies ownership of copyright in all resulting courseware and the allocation of associated rights. ~~Faculty~~ Creators are encouraged to request that agreements be made at an early stage of project development; however, responsibility for initiating agreements ultimately lies with the University and the relevant unit.

iv. Commissioned Works

Online materials that were specifically commissioned by the University to fulfill a designated unit instructional or programmatic need are considered University Courseware.

v. University Courseware

- (a) Agreements made between faculty members and units of the University concerning University Courseware shall arrange issues of copyright ownership and allocation of associated rights any way mutually construed by the parties to best serve and protect their interests, subject to approval by the Office of the President. The Office of the University Counsel maintains approved models for such agreements and can refer parties to other relevant University offices that can provide further guidance.
- (b) The following norms should be considered in the execution of agreements, and departure from these norms should be based on clear reasons, in the interests of both the University and faculty Creator.
 - (1) Ownership of copyright
 - (A) The University may, at its sole discretion, assign, transfer, lease, or sell all or part of its legal rights in University Courseware, or place such work in the public domain. However, the University shall consult with faculty authors who are still University employees concerning such transfers. In order to promote and contribute to the growth

of knowledge, the University shall not transfer permanent control of the copyright without good reason and without substantial compensation.

- (B) If the University does not use University Courseware content for a period of two years and no revisions are underway, arrangements shall be initiated upon the request of the faculty Creator(s) for copyright ownership to be transferred to the Creator(s), unless external sponsor agreements restrict such transfer. Once a transfer occurs, the work will no longer be subject to policies for University Courseware.

(2) Rights of use, revision, and credit

- (A) ~~Faculty~~ Creators should be granted the right to use their contributions to University Works of online materials for instruction and program use within the University. Faculty Creators who are no longer employed at the University shall have the right to use such courseware at another non-profit institution for teaching, research, and other non-commercial purposes, provided they acknowledge the University's ownership of the courseware (unless the University specifies it does not wish such acknowledgment).
- (B) In the case of works not specifically commissioned by the University to fulfill a designated unit instructional or programmatic need, the University shall not make internal use of University Courseware created by a faculty Creator who remains employed by the University without the Creator's permission, which shall not be unreasonably withheld; however, it may do so if the faculty Creator is no longer employed by the University, provided notice is given to the Creator.
- (C) The University may use University Courseware specifically commissioned by the University to fulfill a designated unit instructional or programmatic need on a continuing basis to ensure program continuity, with or without permission of the faculty Creator.
- (D) The instructional unit for whom the Courseware is created shall make archival copies of University Courseware, which shall remain available for public inspection in a manner analogous to Library archives.
- (E) Faculty Creators of University Courseware may initiate revision of the courseware to maintain academic standards and integrity, provided the University is given notice of the revision and that any other primary faculty Creators concur;

use of exceptional support for such revisions is subject to University approval. The absence of exceptional support for such revisions shall not result in any alteration of the distribution of rights in the revised University Courseware.

- (F) The University may initiate revisions of University Courseware specifically commissioned by the University to fulfill a designated unit instructional or programmatic need with or without permission of the original faculty Creators. Unless they stipulate otherwise, original Creators should continue be credited for their contributions.

(3) Rights to revenues

The principles of distribution of revenues arising from University Courseware are governed by Section 3.F. above with respect to University Works.

4. Revenue Distribution

A. Monetary Proceeds

- i. All monetary proceeds from the transfer or commercialization of applicable intellectual property shall be distributed as follows, unless legal requirements or contractual agreements require otherwise:
 - (a) The Creator(s) (or heirs, successors, and assigns), shall receive 35% of gross revenues arising from the applicable intellectual property. The Creator's share shall be divided equally among joint Creators, absent a written agreement among the Creators to the contrary.
 - (b) The laboratory, or other applicable ongoing research, teaching, or service project entity in which the intellectual property originated, shall receive 15% of gross revenues for the period during which the entity continues to function and the Creator(s) remain associated with the University. If the intellectual property did not originate through such an entity, or if the Creator(s) cease to be associated with the University, this portion shall be assigned to the originating administrative unit (department, center, etc.). If the laboratory or other project entity ceases to exist while the Creator(s) remains at the University, this portion shall be assigned to an account in support of research managed by the Creator(s) and supervised by the originating administrative unit. In the case of multiple Creators, this full share shall continue to be allocated undiminished so long as a single faculty Creator remains at the University; this includes Creators holding emeritus status who continue to maintain a University research, teaching, or service project, ~~subject to annual continuing approval by the relevant dean and the Office of the President.~~

- (c) Campus units that have been involved in the development of the intellectual property, such as departments in which the Creator holds FTE appointment, centers initiating or managing project contracts and grants, and the relevant school, shall share 20% of gross revenues. Campus faculties shall develop policies governing the distributions of such revenues among campus units in a manner appropriate to the campus, and adhering to the principle that a unit's degree of direct engagement in intellectual property development shall be reflected in its share of revenues. These policies permit and encourage units that cooperate in support of projects that generate intellectual property to execute in advance agreements concerning distribution of the campus units' share of revenues.
- (d) The University shall receive 5% of gross revenues, to be used primarily in support of further intellectual property creation, in coordination with the Office of the President.
- (e) The IURTC shall receive 25% of gross revenues, to cover expenses associated with management of the intellectual property, and to support further activities of the IURTC Office of Technology Transfer devoted to intellectual property creation and protection.

Table 1: Distribution Schedule for Gross Intellectual Property Revenues*				
Creators	Labs, etc.	Campus Units	University	OTT Expenses
35%	15%	20%	5%	25%
*Gross revenues are defined as total revenues minus earmarked reimbursements.				

- ii. In applying revenues derived from specific intellectual property to foster the further creation of new intellectual property, units, schools, and the University shall give due priority to ensuring that continuing research, teaching, or research activities from which the intellectual property originated are appropriately supported.
- iii. In the absence of a written agreement to the contrary, multiple Creators shall receive equal portions of the Creator's share of revenue, and cases involving multiple laboratories, units, schools, and so forth shall follow the principle of equal portions.
- iv. The revenue distribution schedule specified in this policy applies to all intellectual property revenues that are not governed by alternative agreements executed by the University and intellectual property Creators or stipulated in sponsored research agreements, or otherwise governed by law. Agreements with respect to alternative allocation of revenues shall be in writing and require the consent of the Creators, applicable unit heads and deans, and the Office of the President.

v. ~~v.~~ Revenue distributions determined prior to the implementation of this policy shall not be affected by this schedule, except as agreed by all parties.

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~~v.vi.~~ Payments from licensees to IURTC that are specifically designated to offset the costs of securing patent protection shall be deducted from gross revenues prior to distribution.

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B. Equity Interests

- i. The Office of Technology Transfer may negotiate, but shall not be obligated to negotiate, for equity interests in lieu of or in addition to monetary consideration as a part of an agreement between IURTC and an external entity relating to intellectual property. Such negotiations shall comply with federal and state statutes, University policies on conflicts of interest and commitment, and other applicable University policies.
- ii. IURTC, or a successor entity named by the University, shall own the equity interests. If and when monetary proceeds are generated by the sale of equity interests, those proceeds shall be distributed according to the policies set forth above for revenue distribution. IURTC does not act as a fiduciary for any Creator concerning equity interests or other non-monetary consideration received under the terms of this policy and no Creator shall have any interest in, or legal right to, such equity interests or non-monetary consideration.

5. Protection of Academic Freedom

- A. The University will protect and manage intellectual property in such a way as to avoid infringement upon academic freedom, and to allow researchers to publish and present the results of their research.
- B. Because non-confidential disclosure of intellectual property prior to application for patent protection may interfere with obtaining patents in the United States and preclude it in most foreign countries, the Office of Technology Transfer shall request that researchers delay communicating research results during the brief period required to evaluate patentability and initiate application for patent protection. This period shall not exceed sixty (60) days.
- C. In the case of intellectual property developed in the course of research, the free dissemination of information shall not be constrained by the sponsor, except as stipulated by other University policies approved by faculty governance. ~~Contracts may specify a brief period of pre-publication sponsor review to ensure that proprietary information is not disclosed and that IURTC or the sponsor can file a patent application if directed by the sponsor. This period shall not exceed ninety (90) days.~~

6. Conflicts of Interest

~~A. Conflicts of interest and commitment issues that arise in the development of patentable or copyrightable intellectual property shall be resolved according to the University's Policies on Financial Conflicts of Interest in Research and Conflict of Commitment in Outside Professional Activities, as supplemented by the following:~~

~~i. Licensing Interests and Equity Holdings~~

~~(a) In cases where a researcher holds equity in, benefits from an existing licensing agreement with, or serves as an officer of a potential corporate research sponsor, and where the level of financial or managerial engagement would be deemed significant under the University's Policy on Financial Conflicts of Interest in Research, any agreement for further contracted research with that sponsor must be approved directly by the Office of the President, who will seek guidance from the Intellectual Property Policy Council. Approval of further research contracts may entail the establishment of control mechanisms, such as data monitoring, to ensure adequate transparency and accountability.~~

~~(b) In cases where IURTC holds equity exceeding five percent in a corporation, no research contracts with that entity shall be made without the direct approval of the Office of the President.~~

~~ii. Consulting Relationships~~

~~No consulting agreement or practice shall assign to any entity outside the University ownership rights to intellectual property that is subject to this Policy.~~

~~iii. Student Research and Conflicts of Interest~~

~~Because of the potential for conflict of interest, when principal investigators undertake sponsored research funded by entities in which they have equity interests or from which they receive intellectual property licensing revenues, and when students for whom they serve as primary advisors are participants in the research, the Conflicts of Interest Committee on the appropriate campus, acting under the provisions of the Policy on Conflicts of Financial Interests in Research, should determine and implement appropriate measures to protect the academic interests of the student.~~

~~7. Implementation~~

~~A. The Office of the President shall supervise implementation of this Policy.~~

~~B. Intellectual Property Policy Council~~

- ~~i. The Intellectual Property Policy Council shall:~~
- ~~(a) develop implementation procedures for this policy;~~
 - ~~(b) periodically review this policy and its implementation;~~

- (c) periodically review the effectiveness of IURTC in utilizing the revenue that it receives under this policy to serve the interests of Creators and the University;
 - (d) hear appeals ~~from determinations by the Office of Technology Transfer concerning: commercialization of intellectual property;~~
 - (1) determinations by the Office of Technology Transfer concerning commercialization of potentially open-source intellectual property;
 - (2) the appropriate application of disclosure policies;
 - (e) evaluate requests for exceptions to this Policy;
 - (f) ~~investigate allegations of unauthorized use or copyright infringement of University Works; and~~
 - ~~(g)~~ respond to requests for advice as provided for under this Policy.
- ii. The IURTC or the Creator(s) may request the President to review the outcome of an appeal against a determination of the Office of Technology Transfer. The President's decision shall be final. In cases where the President's decision varies from that of the Intellectual Property Policy Council, the President shall send the Intellectual Property Council a report detailing the bases of his or her decision.
- iii. The Intellectual Property Policy Council shall consist of
- (a) Six faculty members, selected as follows:
 - (i) two faculty members appointed annually—one by the IUPUI Faculty Council Executive Committee and one by the Bloomington Faculty Council Agenda Committee—from the membership of campus Research Affairs Committees or other relevant standing committees of the Councils;
 - (ii) one faculty member from a regional campus shall be appointed annually by the UFC Agenda Committee from the membership of the UFC Research Affairs Committee.
 - (iii) two at-large faculty members appointed by the University Faculty Council Agenda Committee, in consultation with the Office of the President
 - (iv) a faculty chair designated by the University Faculty Council Agenda Committee, in consultation with the Office of the President; and
 - (b) The associate deans for research from:
 - (i) the School of Medicine;
 - (ii) the College of Arts and Sciences, and
 - (iii) two other schools—one each from the Indianapolis and Bloomington campuses—designated annually by the Office of the President.
- iiii. The Intellectual Property Policy Council shall meet upon the request of its faculty chair or of the Office of the President ~~and shall be convened by the President or his or her administrative designee, who shall not be a voting member of the Council.~~

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iv. The Office of the President shall ensure that the Council shall assess the effectiveness of this policy and the appropriateness of its revenue distribution scheme at intervals of not more than five years.

vi. The Intellectual Property Policy Council shall submit a written summary of its activities annually to the University Faculty Council and shall specifically address in this report the effectiveness of the IURTC in utilizing the revenues that it receives under this policy to serve the interests of Creators and the University.

C. In the event that circumstances require any exception to the terms of this policy, such exceptions shall require the written consent of the Office of the President, the heads of units and schools directly affected, the chair of the Intellectual Property Policy Council or his or her designee, and the Creators. Agreements among parties concerning the distribution and relinquishing of rights or revenues are not exceptions under this policy.

D. It should be understood that in all cases, agreements executed with regard to copyright ownership or associated rights should be reviewed by ~~the Office of the President~~ appropriate responsible offices or by University Counsel, unless standard, University-approved contract forms are employed.

E. Written agreements related to revenue distributions, licenses, and exemptions that were executed prior to the effective date of this policy shall not be affected by it.

F. In all instances in which ownership of intellectual property rights resides with the University under the terms of this Policy, Creators shall assign all rights in such intellectual property to the University. Creators shall assist as reasonably necessary for the University to obtain statutory protection for the intellectual property and to perform all obligations to which it may be subject concerning the intellectual property, including executing appropriate assignments and other documents required to set forth effectively the ownership of, and rights to, intellectual property as provided in this Policy.

G. Legal advice on specific copyright and patent matters involving University intellectual property is obtainable through the University Counsel's Office.

8. Notification

The University shall inform all persons subject to this Policy of its terms as soon as efficiently possible after its adoption and at regular intervals thereafter.