

**NUMBER:**

1424

**TITLE:**

Policy on Intellectual Property

common law and Federal copyright law, as further defined by [Title 17 of the U.S. Code](#). This protection is available to both published and unpublished works and gives the copyright owner the exclusive right to reproduce, distribute, sell, perform, display, or prepare derivatives of the work, and to protect a copyright against infringement. Copyright protection does not extend to any idea, procedure, system, method of operation, concept, principle, or discovery, regardless of the form.

C. Creator - Either an inventor in the context of an invention, or an author in the context of a copyrighted work.

D. Development Expenses - All reasonable expenses incurred by the University for goods and services to administer, protect, develop, enhance/amend/improve/



## IV. OWNERSHIP

### A. Inventions

An invention developed by any person to whom this policy is applicable as defined in Section III shall be the property of the University if the development or invention is a product of University employment, sponsored research, as part of an assigned duty, or was developed with the significant use of University facilities, equipment, or funds, or employee time. Nothing contained in this policy shall be construed as prohibiting the University's acceptance of an agreement which requires a different disposition of patents or patent rights than the disposition created hereunder. In the absence of terms in an agreement governing the disposition of patents, or patent rights, this policy shall apply. Absent a written agreement to the contrary, inventions by non-employees, including but not limited to visiting faculty and volunteers, shall be subject to this policy when significant use is made of the University's facilities or equipment pursuant to Section III above.

Release of Rights to the Inventor - If the University elects not to file a patent application for an invention in which it has a proprietary interest, which is by extension a proprietary interest by the Commonwealth of Virginia, as such, in accordance with [Virginia Code § 23.1-1301\(B\)\(9\)](#), rights to the invention may be released to the inventor. Upon receiving rights to the invention, the inventor may individually file for a patent subject only to restrictions which may be imposed by prior agreement or Federal requirements. If the invention was developed with Federal funds, the inventor must petition the Federal government for a release of invention rights.

Release of rights for inventions may be conditioned by the inventor(s) to all of the following:

1. To grant back to the University an irrevocable, perpetual, royalty-free, non-exclusive, worldwide right and license to use the intellectual property for its research and education purposes and a right to grant the same rights to other non-profit institutions.
2. To other terms or conditions reasonably requested by the University.

### B. Original Works of Authorship

The University exercises its ownership rights as an employer under the concept of work-for-hire or when the materials subject to copyright, represent work performed by an employee under the direction of, or assignment by, the University. In the case of a work made for hire, the work belongs to the University as the employer of the author, and the University will be considered the author for purposes of copyright. Ownership of copyrights concerning works developed in the course of a written agreement shall be determined in accordance with the agreement.

1. Books, journal articles, papers, and similar works. Subject to Section VI and the University's rights as further defined herein, the University hereby transfers to the author(s) its copyrights in such original works as papers, books, articles, musical, pictorial, and similar works created by its employees when such works are not expressly made pursuant to an assigned duty. The protection and maintenance of such copyrights shall be the sole responsibility of the author(s). The University retains exclusive ownership of the rights in the inventions incorporated in such original works, pursuant to section IV.A. and the rights to utilize such papers and articles for purposes of commercializing the inventions inherent in such original works.
2. All other original works of authorship. For all other original works of authorship, including but not limited to lecture/instructional materials, computer software and all associated programmer and/or user manuals and other documentation, related to the employee's teaching or research responsibilities, collectively "Other Works," the University herewith gives the author(s) (subject to the rights of the other co-authors) of the copyrighted material, in which the University has a proprietary interest, a non-exclusive, non-transferable, royalty free license to make and distribute copies, to perform or display the work publicly, or to make derivative works for any non-commercial or teaching purposes, without the right to grant sublicenses. This non-exclusive license continues in force when the employee leaves the University and personally teaches a course assigned by another educational institution. The employee acknowledges and agrees that he/she has the following material obligations: (a) to notify any and all of his/her subsequent employers (and/or academic or business partners or joint-venturers) of the University's ownership of the copyrights in the Other Works; and (b) to give the University reasonable notice prior to making any commercial use of any Other Work or any invention or work of authorship that the employee, whether alone or in conjunction with others, creates or derives from any Other Work. The protection and maintenance of copyrights in such works will be at the sole discretion of the University.
3. University's rights in such copyrighted material. Except for works created under a specific written agreement, the University will give credit to the author on any copies and derivative works. Prior to using the author's name on any derivative works, the University will seek the author's prior approval. Such approval may not be unreasonably withheld by the author. In the case of any disputes, such disputes will be resolved pursuant to Section X of this policy.

Notwithstanding the above, all rights in copyrightable material, including but not limited to instructional materials produced through ODU Online, will be governed by a separate written agreement.

Nothing contained in this policy shall be construed as prohibiting the University's acceptance of an agreement that requires a different disposition of copyrights in which the University has a proprietary interest.

Release of Rights to the Author – If the University does not wish to exploit copyrighted works in which it has a proprietary interest, in accordance with [Virginia Code § 23.1-1301\(B\)\(9\)](#), that interest may be transferred to the original author. If the copyrighted work was developed with Federal funds, the original author must petition the Federal government for a release of rights.

Release of rights of copyrighted works may be conditioned upon agreement by the author(s) to all of the following:

1. To grant back to the University an irrevocable, perpetual, royalty-free, non-exclusive, worldwide right and license to use the intellectual property for its research and education purposes and a right to grant the same rights to other non-profit institutions.
2. To other terms or conditions reasonably requested by the University.

## V. ADMINISTRATION

### A. University Patent and Copyright Committee

The University Patent and Copyright Committee shall be appointed by the President of the University to serve staggered three-year terms. The Committee shall consist of no more than eleven (11) members that will include full-time teaching and research faculty members, each from a different University department or school, with representation from all colleges, and one faculty member who shall serve as committee chair. Research Centers with more than \$5

B. University Designated Research Officer

The University designated research officer shall be the Vice President for Research and shall have the following responsibilities:

1. Ensure compliance with patent and copyright provisions of University and sponsored research grants and contracts;
2. Establish and distribute procedures for the reporting of intellectual properties in which the University has a proprietary interest;
3. Perform initial reviews of the disclosures submitted to the University to determine the subsequent rights thereto;
4. Manage the evaluation, protection, marketing, and commercialization of University intellectual property, that in his/her judgment is worth pursuing, through internal and/or external resources, including but not limited to patent management agents, consultants, and lawyers;
5. Ensure that required agreements regarding the administration of intellectual property in which the University has a proprietary interest, and consequent rights of all parties concerned, are properly executed;
6. Assist in increasing patent awareness among faculty and staff;
7. Provide annual reports of intellectual property in which the University has a proprietary interest to SCHEV in accordance with state law; and
8. Perform such other responsibilities as required to comply with state law with regard to University intellectual properties and this policy.

VI. NOTIFICATION

## VII. PROTECTION AND COMMERCIALIZATION

### A. Inventions

1. The University, at its discretion, through the University designated research officer, may submit any disclosure of a new development or invention in which it has a proprietary interest to a patent management agent for a determination of patentability and commercialization. The University may also direct negotiations, through the University designated research officer, with profit, non-profit, or governmental entities desiring to utilize and/or further develop and market an invention in which the University has a proprietary interest.
2. An invention which is the sole property of the inventor normally will not be accepted by the University for review or administration. The inventor, however, may request that the University designated research officer review his or her invention for patentability, in which case, the inventor must assign the rights to his or her invention to the University.

### B. Original Works of Authorship

The University requires employees to affix a copyright notice on any original works of authorship which they have developed and in which the University has a proprietary interest. The copyright notice should be affixed to the work in the form of a small “c” in a circle, or the word “Copyright,” the year of publication, and the name of the University.

## VIII. REVENUE DISTRIBUTION

Where the University has a vested interest in a patent or copyright, the inventor(s) or author(s) and the University will share in any net r



College or Division in which the department or research center of each Inventor reported at the time of disclosure: 25%

Technology Transfer Office (for a fund to pay for future patent and commercializations

made to the Chair of the University Patent and Copyright Committee and a copy of the appeal forwarded to the University designated research officer. The request must contain a statement of the specific nature of the appeal, the grounds upon which the appeal is based, and a summary of the facts supporting the applicant's position, and any material the applicant believes is relevant.

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<sup>1</sup>This policy may be amended, from time to time, upon recommendation to the chair of the University Intellectual Property Policy Committee, subject to approval by the President of Old Dominion University.

<sup>2</sup>Old Dominion University Research Foundation and University Patent and Copyright Committee