

Title*	Intellectual Property	
Document Type*	<input checked="" type="checkbox"/> Policy	<input type="checkbox"/> Guideline
	<input type="checkbox"/> Procedure	<input type="checkbox"/> Form
<b>Purpose &amp; Applies To*</b>		
Purpose*	The purpose of the Intellectual Property Policy is to foster the creation and dissemination of knowledge and to provide certainty in individual and institutional rights associated with ownership and with the distribution of benefits that may be derived from the creation of Intellectual Property.	
Applies To*	The University of Kansas, including all of its campuses and affiliated units. Pursuant to K.S.A. § 44-130, this policy applies to all full or part-time employees, including student employees, creating Intellectual Property using (a) the University's equipment, supplies, facilities or trade secrets, (b) resulting from work performed for the University, or (c) relating to the University's actual or demonstrably anticipated research and/or development while under contract with the University. It also applies to student academic creations, whether the student is an employee or not.	
Campus* (Please select if the policy will apply to the entire University, to a main campus and all reporting units, or to a specific campus or campuses. The selections in this section determine which logo(s) appear on the policy.)	<input checked="" type="checkbox"/> All University	
	<input type="checkbox"/> Lawrence campus & all reporting units	<input type="checkbox"/> KUMC campus & all reporting units
	<input type="checkbox"/> Lawrence	<input type="checkbox"/> KU Medical Center
	<input type="checkbox"/> Edwards	<input type="checkbox"/> Wichita
	<input type="checkbox"/> Parsons	<input type="checkbox"/> Salina
	<input type="checkbox"/> Juniper Gardens	
	<input type="checkbox"/> Yoder	
<input type="checkbox"/> Topeka		
List of sections included	<ol style="list-style-type: none"> <li>1. General Copyright Policy               <ol style="list-style-type: none"> <li>A. Mediated Courseware</li> <li>B. Scholarly and Artistic works</li> <li>C. Manuscripts for Academic Journals</li> <li>D. Copyrightable Software</li> <li>E. Student Academic Creations</li> </ol> </li> <li>2. Ownership of Patents and Copyrightable Software Policy               <ol style="list-style-type: none"> <li>A. Disclosure to the University</li> </ol> </li> </ol>	

**Commented [GK1]:** BOR policy language.

**Commented [GK2]:** Ku Policy Office template

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**Commented [GK4]:** Summary of policy, statute and definitions.

	<ul style="list-style-type: none"> <li>B. Commercialization Decision</li> <li>C. Revenue Distribution</li> <li>D. Policy Changes</li> </ul> <p>3. Trademark Policy</p> <p>4. Institutional Procedures</p>
<b>Policy Statement, Special Circumstances, &amp; Consequences</b>	
Policy Statement*	<p>The provisions of this Policy are subject to any applicable laws, regulations or specific provisions of the grants or contracts that govern the rights in Intellectual Property created in connection with Externally Sponsored Research. Under the terms of certain contracts and agreements between the University and various agencies of government, private and public corporations, and private interests, the University is or may be required to assign or license all rights to Intellectual Property that arise in the course of work conducted under such agreements to the contracting party. The University retains the right to enter into such agreements whenever such action is considered to be in its best interest and in the public interest. The provisions of Bayh-Dole Act of 1980 (35 U.S.C. § 200 et seq.) apply to Inventions funded by Federal agencies.</p> <p><u>Employment contracts and agreements will include a formal notice of and acceptance of the Kansas Board of Regents and University of Kansas intellectual property policies. Employees will be provided an Invention Assignment Agreement to sign at or before the time they enter into employee status.</u></p> <p>1. General Copyright Policy</p> <p>The ownership of the various rights associated with copyright is dependent upon the specific type of Copyrightable Work that is created. The University shall assert limited ownership of Copyright Works as set forth below. Since the University has a fiduciary responsibility for the appropriate use of state funds, unless otherwise provided for under this policy, all rights associated with Copyrightable Works produced as "Work Made for Hire" or other works that make "Substantial Use" of University resources belong to the University.</p> <p>For the Kansas Geological Survey and the Kansas Biological Survey, which have separate statutory authority for preparation of reports, maps, or other documents, ownership of Intellectual Property developed in the course of work for the unit shall be determined pursuant to the authorizing statute. Ownership of other Works shall be determined pursuant to this policy.</p> <p>A. Mediated Courseware</p> <ol style="list-style-type: none"> <li>1. The University shall have limited ownership or control rights for Mediated Courseware as specified below: <ol style="list-style-type: none"> <li>a. <b>Self-initiated mediated courseware.</b> When employees develop Mediated Courseware without specific direction by the University, unless otherwise agreed, the ownership of the courseware shall remain with the employee. Normally, no royalty, rent or other consideration shall be</li> </ol> </li> </ol>

**Commented [GK5]:** Sections list added to improve readability.

**Commented [GK6]:** Defined below.

**Commented [GK7]:** Included to clarify that the policy is subject to laws, regulations and contract provisions, which are subject to change.

**Commented [GK8]:** Gives the university flexibility to participate in certain contracts that require the assignment or licensing of rights.

**Deleted:** All parties participating in Externally Sponsored Research must assign their rights to Intellectual Property arising out of such projects to the University to allow the University to meet its contractual

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**Commented [GK10]:** Required by Bayh-Dole Act.

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**Commented [GK11]:** Modified language from KSU's policy.

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**Commented [GK12]:** Board of Regents policy language. BOR policy uses the term "institution" rather than "university" and "intellectual property" rather than "Copyrightable Work." These modifications were suggested by the Bi-Campus Committee to add clarification.

**Commented [GK13]:** KGS is subject to a different statute, which governs.

paid to the employee when that mediated courseware is used for instruction at the University and such Mediated Courseware shall not be used or modified without the consent of the creator(s). The Mediated Courseware shall not be sold, leased, rented or otherwise used in a manner that competes in a substantial way with the for-credit offering of the University unless that transaction has received the approval of the Chancellor. Should approval be granted to offer the course outside of the University, the creator shall reimburse the University for Substantial Use of University Resources from revenues derived from the transaction offering the course.

b. **Institution-directed mediated courseware.** When the University specifically directs the creation of Mediated Courseware by assigning one or more employees to develop the Mediated Courseware and supplies them with materials and time to develop the Mediated Courseware, the resulting Mediated Courseware belongs to the University and the University shall have the right to revise it and decide who will utilize the Mediated Courseware in instruction. The University may specifically agree to share revenues and control rights with the employee.

2. Mediated Courseware when judged by the creator(s) to have actual or projected market value in excess of \$10,000 annually shall be reported to a designee of the Chancellor. The report shall contain a description of the mediated courseware. Mediated Courseware judged by the Creator(s) not to have commercial value shall be considered reported when used in a University of Kansas course.

**Procedure:** When the University directs employees to develop Mediated Courseware, a contract should be agreed to between the University of Kansas and the faculty member(s) before the project begins. The contract should contain clear statements regarding the following:

- a. Definition of the project and participants
- b. Time commitment
- c. Compensation, such as release time, summer salary, etc.
- d. Ownership of derivative works
- e. Revenue sharing
- f. Conditions of revision
- g. Credits to creators
- h. Procedures for creating an agreement on instructional uses by other institutions or licensing should those conditions warrant.

B. **Scholarly and Artistic Works**

**Commented [GK14]:** BOR policy language. BOR uses the term "Institutions" rather than "university" and "chief academic officer" rather than "Chancellor." Changes suggested by the Bi-Campus Committee to improve clarity.

**Commented [GK15]:** BOR policy language. BOR uses the term "Institution" rather than "university."

**Commented [GK16]:** I believe this was added to make it consistent with the Copyrightable Software provision below.

**Commented [GK17]:** KU Procedure.

Notwithstanding the University's ownership of Copyrightable Works made with Substantial Use of University Resources and Work Made for Hire, the ownership of textbooks, curricula, course materials, lectures, presentations, learning modules, scholarly monographs, trade publications, maps, charts, articles in popular magazines and newspapers, novels, nonfiction works, supporting materials, artistic works, and like works, whether in physical, electronic, or any other media of expression, shall reside with the Creator(s) and any revenue derived from their work shall belong to the Creator(s). Except for textbooks, the University shall have royalty-free use of the Work within the University, unless otherwise agreed in writing.

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C. Manuscripts for Academic Journals and Written Products of Scholarly Work.

**Commented [GK19]:** BOR policy language. BOR uses term "institutional resources" rather than "substantial use of university resources. KU uses "university" rather than "institutions."  
**Commented [GK20]:** Added after group discussion.

1. Notwithstanding the University's ownership of Copyrightable Works made with Substantial Use of University Resources and Work Made for Hire, the ownership of written products of scholarly work, such as conference publications, manuscripts for publication in academic journals, and similar written work product, shall reside with the Creator(s), and any revenue derived from the works shall belong to the Creator(s).
2. If the scholarly work is to be published, the Creator(s) shall request the right to provide the University with a royalty-free right to use the work within the University in its teaching, research, and service programs, but not for external distribution, and, if successful, the Creator(s) shall grant such right to the University.

**Commented [GK21]:** Added after group discussion.  
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Procedure: Upon acceptance of the scholarly work, the University will provide a royalty-free request form to be sent to the publisher by the Creator. The Creator's responsibility for this policy ends with the submission of the form.

**Commented [GK22]:** BOR policy language. KU uses "university" rather than "institutions."  
**Commented [GK23]:** KU Procedure.  
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3. Upon the establishment of national governmental or nonprofit entities whose purpose is to maintain in an electronically accessible manner a publicly available copy of academic manuscripts, the Kansas Board of Regents will review each entity and upon determination that providing the manuscripts will not jeopardize the publication of articles or infringe on academic freedom, require the Creator(s) to provide to the appropriate entity a limited license for the use of each manuscript.

**Commented [GK24]:** BOR language.

D. Copyrightable Software

The rights to Copyrightable Software produced by Substantial Use of University resources or resulting from Institutionally Sponsored Research, with an actual or projected market value in excess of \$10,000 annually, except software included in computer-mediated courseware, shall be determined pursuant to the Board's Patent and Copyrightable Software Policy (II.A.8.b) and in accordance with Section 2 of this Policy.

**Commented [GK25]:** The BOR language is, "The rights to copyrightable software with an actual or projected market value in excess of \$10,000 annually, except software included in mediated courseware, shall be determined pursuant to the Board's Patent and Copyrightable Software policy." Changes were suggested by Bi-Campus Committee to require substantial use of university resources or institutionally sponsored research.

Procedure: The University will provide a form for disclosing copyrightable software that a reasonable person would believe to have an actual or

**Commented [GK26]:** KU Procedure.

projected market value in excess of \$10,000 annually. The University will establish a procedure for normally rendering a decision within 45 days that allocates rights to copyrightable software produced by substantial use of University resources.

E. **Student Academic Creations**

The ownership of student works submitted in fulfillment of academic requirements shall be with the Creator(s) with the following exception: upon request of the Creators, the University shall determine ownership of Copyrightable Works created from research or development activities that are collaborative efforts involving Students, Faculty or Staff, or spanning several semesters. The student by enrolling in the University gives the University a nonexclusive royalty-free license to mark on, modify, retain the Work as may be required by the process of instruction, or otherwise handle the Work as set out in the University's Intellectual Property Policy or in the course syllabus. The University shall not have the right to use the Work in any other manner without the written consent of the Creator(s). Where the creation is part of any ongoing research or development project, the involved faculty or staff shall have the right to use and to modify the creation for use within that project and related research projects without additional consent of the Creator(s).

**Procedure:** A statement on accessibility to the University policy on intellectual property will be inserted in documents accessible to students.

2. Ownership of Patentable Inventions and Copyrightable Software

Ownership of Patentable Inventions or the ownership of Copyrightable Software that a reasonable person would believe to have an actual or projected market value in excess of \$10,000 annually shall be retained by the University where such inventions or software result from Institutionally Sponsored Research or from the Substantial Use of University Resources. Any rights to Inventions or Copyrightable Software retained by the University shall be assigned to the University and administered by the KU Center for Technology Commercialization, Inc. ("KUCTC") on behalf of the University for the purpose of obtaining patents on inventions, receiving gifts, administering or disposing of such patents, and promoting research and the development of Inventions and Copyrightable Software at the University of Kansas by every proper means.

The following regulations shall be followed with respect to Inventions or Copyrightable Software:

A. **Disclosure to the University**

Anyone who conceives an Invention or creates Copyrightable Software (that is not included in mediated courseware), which results from Externally Sponsored Research, Institutionally Sponsored Research, or from the Substantial Use of University Resources, shall report the matter to KUCTC on an **Invention Disclosure form**, available at

**Commented [GK27]:** BOR language is, "The ownership of student works submitted in fulfillment of academic requirements shall be with the creator(s). The student, by enrolling in the institution, gives the institution a nonexclusive royalty-free license to mark on, modify, retain the work as may be required by the process of instruction, or otherwise handle the work as set out in the institution's Intellectual Property policy or in the course syllabus. The institution shall not have the right to use the work in any other manner without the written consent of the creator(s)." The Bi-Campus Committee added the section regarding collaborative efforts due to occasions when such an issue had arisen. Also added language regarding ongoing project with faculty or staff so such class projects could proceed without having to obtain consent from all students.

**Commented [GK28]:** KU Procedure.

**Commented [GK29]:** Removed for the same reasons noted on page one.

**Deleted:** The University shall own all Patentable Inventions and Copyrightable Software associated with Externally Sponsored Research. In addition,

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**Commented [GK30]:** BOR policy language. Bi-Campus committee added "that a reasonable person would believe to have". BOR policy says "Patents" rather than "Patentable Inventions."

**Commented [GK31]:** Added to KU policy to make consistent with Copyright section.

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**Commented [GK32]:** BOR policy language. Added KUCTC name (listed in BOR policy as "an organization independent of the institution and created for the purpose of....")

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<http://www.kuic.ku.edu/faculty/forms>. Following receipt of the Invention Disclosure Form, KUUCTC will schedule a meeting with the Creators to discuss the disclosed Invention or Copyrightable Software.

B. Commercialization Decision

If the University or KUUCTC acting on behalf of the University notifies the Inventor(s)/Creator(s) that neither the University nor KUUCTC intends to pursue commercialization of the Invention or Copyrightable Software, then the Inventor(s)/Creator(s) is free to patent or copyright it, subject to the rights of the U.S. Federal Government or other external sponsor, and any other joint inventor/creator. The Bayh-Dole Act (35 USC 200-212; 37 CFR Part 401) restricts the commercialization of all inventions conceived or first actually reduced to practice in the performance of a federal grant, contract, or cooperative agreement. If the University or KUUCTC decides to not pursue commercialization of inventions that are the result of research funded in whole or in part by a federal agency, the right to commercialization passes to the federal agency that sponsored the research. The Inventor(s)/Creator(s) shall be notified within 180 days of the date of submission of the invention disclosure to KUUCTC that KUUCTC has begun to proceed with commercialization or that he or she is free to obtain and exploit a patent or other Intellectual Property in the Inventor(s)/Creator(s) own right. In such case, however, the University does not relinquish its right to publish any of the data associated with the Invention or Copyrightable Software, providing that such Invention or Copyrightable Software resulted from Externally Sponsored Research, Institutionally Sponsored Research or from the Substantial Use of University Resources. If the University or KUUCTC decides not to further pursue protection or commercialization of an Invention or Copyrightable Software, it shall negotiate an Invention Release Agreement and assign all other rights therein to the Inventor(s)/Creator(s), subject to the rights of the U.S. Federal Government or other External Sponsor, and any other joint Inventor(s)/Creator(s).

*Procedure:* Upon making a decision that the invention does not warrant commercialization, the KUUCTC shall notify the Inventor(s)/Creator(s) in writing that they are assigned the rights therein upon execution of an Invention Release Agreement.

C. Revenue Distribution

When any revenue is obtained by or on behalf of the University by KUUCTC from the commercialization of any Invention, including royalties, license fees or other charges based on any patent or copyrightable software, one-third of revenues shall be paid directly to the Inventor(s)/Creator(s), one

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Commented [GK34]: Added to make specific to KU. BOR policy says shall report to "the appropriate research administrator at the institution."

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Commented [GK36]: BOR policy says, "If the institution or the Organization decides that the invention does not warrant patenting, the inventor is free to patent it. In such case, however, the institution does not relinquish its right to publish any of the data obtained in the research project." Modified KU policy to make more clear/specific to KU.

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Commented [GK37]: BOR policy language. Changed "research project" to "Externally Sponsored Research, Institutionally Sponsored Research, or from the Substantial Use of University Resources" to make consistent with the rest of the policy.

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Commented [GK38]: Federal law requirement.

Commented [GK39]: Discussed changing the time to 90 days, but KUUCTC said it would be very difficult to do because many projects are incomplete, due diligence takes time, etc.

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Commented [GK41]: Follows BOR policy (see comment above.) Added "externally sponsored research, institutionally sponsored research or from the substantial use of university resources" to make consistent with the rest of the policy.

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third shall be paid to the department or center to which the Inventor(s)/Creator(s) belongs, and one third to the University per the approved Technology Transfer Revenue Distribution Policy (<http://www.rcr.ku.edu/coi/revenuedist/revenuedist.shtml>). The University portion of the revenue shall be used to sponsor further research and research-related activities on behalf of the University or KUCTC.

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Revenue sharing shall begin only after the University or KUCTC recoups costs paid in support of obtaining revenue from the Invention, including costs of patents. When revenues are to be shared, the

**Commented [GK45]:** BOR policy states, "the remainder of any revenue mentioned in [this paragraph] shall be used to sponsor further research and research – related activities in the institution. The institution may agree that the Organization [KUCTC] may retain a portion of the funds." KU modified to provide 1/3 to the department/center, rather than to the university as a whole or to KUCTC.

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**Commented [GK46]:** BOR policy language.

Inventors(s)/Creator(s) shall obtain his/her/their share only after the University has recouped any direct costs borne by the University for equipment and materials and costs paid to third parties. If there is more than one creator, the applicable revenue percentage will be divided equitably among the Inventor(s)/Creator(s). Their departments and schools or centers will also divide the applicable percentage equitably. The appropriate campus Vice Chancellor for Research or designee retains the right to review the distribution and mediate among the parties. When multiple disclosures are used to develop a single patent or license, then the income is split equally across the disclosures unless a different distribution is agreed upon by all those affected (Inventors, department chairs, etc.). If the Invention is the result of Externally 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 revenue. With respect to any patent matter in which another institution or an outside agency shall share in the income derived from the patent rights, distribution of income shall be made first to the other institution according to agreed-upon terms, and then to the Inventor(s)/Creator(s) according to the Technology Transfer Revenue Distribution Policy.

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1. In case of cooperative research sponsored in part by an outside corporation or individual, a written contract shall be made between the University or its designee and the cooperating agency. This contract should include a statement of policy substantially equivalent to that outlined below:

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It is agreed by the parties to this contract that all results of experimental work, including Inventions, carried on under the direction of the scientific staff of the University of Kansas, belong to the University of Kansas or at the discretion of the University of Kansas to its designee and to the public and shall be used and controlled so as to produce the greatest benefit to the public. It is understood and agreed that if Inventions or Copyrightable Software grow out of the investigation and such Inventions or

Copyrightable Software have commercial value, the cooperating agency shall receive preferential consideration as a prospective licensee, with a view to compensating said cooperating agency in part for the assistance rendered in the investigation.

It is further agreed that the name of the University of Kansas or its designee shall not be used by the cooperating agency in any advertisement, whether with regard to the cooperative agreement or any other related matter.

2. In case of a research project where it is proposed that all costs including overhead, salary of investigator, reasonable rent on the use of equipment, etc., are paid by an outside party, the outside party and the University or its designee shall negotiate the appropriate assignment of all Inventions or Copyrightable Software rights prior to the provision of any funding by the outside party. Unless prohibited by law or contract/grant terms, the University reserves the right to publish all data of fundamental value to science and technology. Because situations may exist in which publication should be delayed or strategically timed, the University shall consult with the investigator/author prior to publication by the University. The educational programs of students, including publication of theses, dissertations, and papers, will be given highest priority when students participate in externally funded research.

#### D. Policy Changes

Changes in the above policies may be made by the University to conform to the requirements of the United States Government when contracting with the United States Government or a Federal Government Agency. See policy statement on Externally Sponsored Research.

#### 3. Trademark Policy

The University reserves the right to own, control, and protect the trademarks and service marks of the University. See [Trademark Licensing Policy](#).

#### 4. Institutional Procedures

The University shall establish procedures that require employment contracts and course catalogs or syllabi to state that all faculty and staff employees and students are subject to the Intellectual Property Policy of the University and to resolve questions concerning intellectual property rights and any disputes that develop under this policy. Final decisions on disputed matters will be made by the Chancellor or designee and shall constitute final University action.

**Commented [GK48]:** BOR policy language.

**Commented [GK49]:** BOR policy language. BOR uses the terms "institution" rather than "university," and "patents" rather than "Inventions."

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**Commented [GK50]:** Added per discussion.

**Commented [GK51]:** From BOR policy (although BOR policy says that rights should be royalty-free.)

**Commented [GK52]:** BOR policy states, "the institution shall...use the patent or copyrightable software rights for teaching, research or other educational and academic purposes."

**Commented [GK53]:** BOR policy language.

**Commented [GK54]:** Added to clarify that a different policy applies to trademarks.

**Commented [GK55]:** BOR policy language. Uses term "University" and "Chancellor" rather than "Institution" and "university chief executive officer."



	<u>Procedure</u> : The following statement will be included in the graduate and undergraduate catalogs: "All enrolled students are subject to the Board of Regents and University Intellectual Property Policies."		
Exclusions or Special Circumstances			
Consequences			
<b>Contacts &amp; Dates</b>			
Policy Owner*	Office of the Chancellor		
Contact*	<p>Office of the Chancellor University of Kansas Strong Hall, 1450 Jayhawk Boulevard, Room 230 Lawrence, KS 66045 785-864-3131 <a href="mailto:chancellor@ku.edu">chancellor@ku.edu</a></p> <p>KU Center for Technology Commercialization, Inc. ("KUCTC") University of Kansas Bioscience &amp; Technology Business Center 2029 Becker Drive, Ste 142 Lawrence, KS 66047 <a href="mailto:KUIC@ku.edu">KUIC@ku.edu</a> 785-864-8087 913-588-5721</p> <p>Office of the General Counsel University of Kansas 1450 Jayhawk Boulevard, room 245 Lawrence, Kansas 66045 785-864-3276</p>		
Approved by*	Chancellor		
Approval Date* (MM-DD-YYYY)	Tuesday, May 15, 2001		
Effective Date* (MM-DD-YYYY)	Tuesday, May 15, 2001		
Review Cycle*	<input type="checkbox"/> Semi-annual	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Biennial
<b>Background and Related Documents</b>			

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Background	
Related Statutes, Regulations, and/or Policies	<p><a href="#">Institutional Conflict of Interest Policy</a></p> <p><a href="#">Inventor Conflict of Interest Policy, Management of</a></p> <p><a href="#">Technology Transfer Revenue Distribution Policy</a></p> <p><a href="#">Employment of Students in Faculty-Owned Businesses Policy</a></p> <p><a href="#">Trademark Licensing Policy</a></p> <p><a href="#">Board of Regents Intellectual Property policy, II.A.8</a></p> <p>Commitment of Time, Conflict of Interest, Consulting, and Other Employment (Board of Regents)</p> <p><a href="https://policy.ku.edu/provost/commitment-of-time-conflict-of-interest">https://policy.ku.edu/provost/commitment-of-time-conflict-of-interest</a></p> <p>Individual Financial Conflict of Interest Policy (Chancellor)</p> <p><a href="https://policy.ku.edu/chancellor/individual-conflict-of-interest">https://policy.ku.edu/chancellor/individual-conflict-of-interest</a></p> <p>Consulting Request form for Faculty and Unclassified Academic Staff, Current Year (Provost)</p> <p><a href="https://policy.ku.edu/provost/consulting-request-unclassified-academic-staff">https://policy.ku.edu/provost/consulting-request-unclassified-academic-staff</a></p> <p>K.S.A. § 44-130, Employee Invention Assignment Agreements</p>
Related Procedures	
Related Forms	Invention Assignment Agreement (link to KUCTC website here)
Related Other	
<b>Definitions, Keywords, History</b>	
Definitions	<p>Certain terms used in this policy have specific meanings, as defined in this section. These definitions do not necessarily conform to customary usage.</p> <p><b>Invention</b> includes any new process, products, art, machine, method of manufacture, or composition of matter, Tangible Research Property, or any new hardware, firmware,</p>

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or software technology or improvement thereof or know-how, trade secret, Copyrightable Work, or trademark, service mark, or trade name, and other rights in and to such invention as may be recognized by foreign jurisdictions where applicable.

**University** means the University of Kansas and all of its campuses.

**Student** means any full-time or part-time graduate or undergraduate student, regardless of whether the student receives financial aid from the university or from outside sources. It is the responsibility of students who are also employees of other outside entities to resolve any conflicts between this policy and provisions of agreements with their employers prior to beginning any undertaking at the university that will involve the development of intellectual property. If a student is also a part-time university employee, the student is considered as staff with regard to intellectual property developed as a result of employment by the university, and as a student with regard to other intellectual property.

**Faculty and Staff** means members of the university's Faculty and Staff as defined in the relevant campus's Faculty and Staff Handbook and/or policies, and includes instructors and special faculty appointments (even in the first year), part-time faculty, and part-time employees. A full-time non-faculty employee who is also taking one or more courses is considered to be staff.

**Visitors.** Ownership to intellectual property arising from substantial use of university resources by visitors to the university will be termed in accordance with agreements negotiated in advance of such use. In the absence of such agreements, such intellectual property shall be owned by the university.

**Creator** means any person or persons who create an Invention or Copyrightable work.

**Inventor** means anyone who has made significant intellectual contribution to the conception and/or reduction to practice of a Patentable Invention, and who satisfies the applicable statutory requirements of inventorship.

**Patentable Inventions** means Inventions that appear to satisfy the statutory requirements for the issuance of a patent by the patent authority of a country

**Copyrightable Works or Work** means "original works of authorship" that have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include, but are not limited to the following:

- Literary works: books, pamphlets, computer programs, manuscripts, poems
- Musical works (including accompanying music)
- Dramatic works (including accompanying music)
- Pantomimes and choreographic works
- Pictorial, graphic, and sculptural works
- Motion pictures and other audio visual works
- Sound recordings
- Architectural works

**Copyrightable Software** means a subset of Copyrightable Works that include a computer program (including, without limitation, microcode, subroutines, and operating systems), regardless of form of expression or object in which it is embodied, together with any users' manuals and other accompanying explanatory materials and any computer database, that is developed

**Mediated Courseware** means course materials that (1) enable instructors to rely exclusively or substantially on non-classroom contact hours for instruction, (2) make extensive use of technology, including but not limited to video conferencing, streaming media, and similar technologies and (3) potentially could permit students from other institutions to access courses offered by the University of Kansas upon payment of a specified fee. The phrase "mediated courseware" does not include course material prepared by an instructor that makes use of the Internet for delivery or presentation, unless all of the above criteria are met.

**Invention Assignment Agreement** means an agreement between all faculty and staff employees and the University executed as a condition of employment that provides an assignment of inventions made during employment to the university, with an exception for certain faculty consulting.

**Invention Disclosure Form** is a confidential document written by the Inventor(s)/Creators(s) for use by [KUCTC](#) in accessing an Invention's IP and

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commercialization potential. A complete disclosure form is signed, completely filled out, and contains a written description of the Invention that enables non-inventors to understand and practice the invention.

**Invention Release Agreement** means a contract between the University and inventor(s)/creator(s) concerning release of rights to a Patentable Invention or Copyrightable Software.

**Substantial Use of University Resources or Substantial Use** means that a Creator/Inventor receives substantial time and/or substantial resources specifically dedicated to the project.

**Externally Sponsored Research** means research or development at University of Kansas wherein the source of the funds is, in whole or in part, from the U.S. Federal Government or other third party.

**Institutionally Sponsored Research** means research or development at University of Kansas wherein the source of the funds is provided solely by the University of Kansas.

**Bayh-Dole means** U.S. legislation found at 35 U.S.C. §§ 200-212 pertaining to the reporting, ownership, patenting and licensing of Inventions made under U.S. Federal Government funding.

**Tangible Research Property** includes, but is not limited to, materials, computer software, computer databases, prototype devices or equipment, engineering designs or drawings, integrated computer chips, audiovisual works, antibodies, genetically modified animals, and cell lines.

**Work Made for Hire** shall be guided by the AAUP 1999 Statement on Copyright (*AAUP Policy Documents & Reports, Tenth Edition*, p.215, lines 15-21), and shall mean works created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement, may be fairly deemed works made for hire. Even absent such prior written specification, ownership will vest in the University in those cases in which it provides

	<p>the specific authorization or supervision for the preparation of the work. Examples are reports prepared by a dean or by the chair or members of a faculty committee, photographs taken by employees of the university's public affairs office, or college promotional brochures prepared by a director of admissions.</p> <p><b>Intellectual Property</b> as used herein is broadly defined to include Inventions, Copyrightable Works, Trademarks and Service marks, and Tangible Research Property.</p>
Keywords*	<p>intellectual property, mediated courseware, copyright, student academic creations, copyrightable software, patent, patent and copyrightable software, trademark policy, trademark, institutional procedures, work made for hire, substantial use, self-initiated mediated courseware, institution-directed mediated courseware, scholarly and artistic works, manuscripts for academic journals, <a href="#">KUCTC</a></p>
Review, Approval & Change History*	<p>04/02/2015: Fixed broken links to Board of Regents Policy Manual.</p> <p>12/17/2014: Fixed broken links to Board of Regents Policy Manual.</p> <p>11/18/2014: Added link to Board of Regents Intellectual Property policy, on which this policy is based.</p> <p>10/20/2014: Policy formatting cleanup (e.g., bolding, spacing).</p> <p>07/2012: "Applies to" section updated by Policy Office in consultation with the Office of the General Counsel to clarify that the policy applies to student academic creations.</p> <p>11/2006: Reviewed and updated by the Office of the Provost and Executive Vice Chancellor and the Office of the General Counsel in consultation with the Office of Technology Transfer and Intellectual Property and the Office of University Governance.</p> <p>05/15/2001: Final version approved by Chancellor Robert Hemenway.</p> <p>11/09/2000: Approved by KU University Council.</p>
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Categories	<p>Academic Categories:</p> <p>Intellectual Property</p> <p>Personnel: Affiliates/Volunteers Categories:</p>

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	<p>Workplace Rules &amp; Guidelines</p> <p>Personnel: Faculty/Academic Staff Categories:</p> <p>Workplace Rules &amp; Guidelines</p> <p>Personnel: Staff Categories:</p> <p>Workplace Rules &amp; Guidelines</p> <p>Personnel: Student Employees Categories:</p> <p>Workplace Rules &amp; Guidelines</p> <p>Research Category:</p> <p>Research</p>
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