

Intellectual Property Policy  
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Developed by the Committee on Intellectual Property

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## 1.0. Intent

Prompt and open dissemination of the results of research and creative work among scholars and, eventually, to the public at large is essential to Rhode Island College's (the College's) mission of education and research. Moreover, the commercial development and distribution of the results of research and creative work to benefit the Creator and the public economy is part of the College's mission of public service. The intent of this Policy is to: (1) acknowledge the College's primary goal of supporting the creation and dissemination of knowledge; (2) encourage the development of intellectual property at the College with the aim of safeguarding potential monetary benefits both to the creators and inventors and to the College; and (3) establish the policy and procedures for determining the rights and ownership of intellectual property produced at or for the College by all College personnel.

## 2.0. Definitions

For the purpose of this Policy, the following definitions shall apply:

**2.1. Confidential Information:** Information that is received by a Covered Individual from a third party that qualifies as a trade secret, defined as any information that (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable, under existing circumstances, to maintain its secrecy.

**2.2. Covered Individuals:** All College employees including, but not limited to, all faculty, staff, and students (including graduate assistants in any combination of study, research, and teaching) who are employed by or who receive financial support from the College. Also included are all students who are not employed or who do not receive financial support but who use College resources, and, unless otherwise negotiated, official College guests using College resources.

**2.3. Intellectual Property:** Inventions, Copyrightable Works, Tangible Research Materials, and Computer Software.

**2.3.1. Invention:** A discovery or development that may be protectable under the patent laws of the United States, the United States Plant Variety Protection Act, or equivalent laws in other countries. More specifically, an invention is: (a) a new idea for a product or device; (b) a new process, sequence, or methodology; or (c) a new use or application of a product, device, process, sequence, or methodology. An invention may also be an improvement of any of these three.

**2.3.2. Copyrightable Work:** An original work of authorship that is eligible for protection under the copyright laws of the United States or other countries. Copyright subsists in original works of authorship which 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. Copyright protection is available for most literary, musical, dramatic, and other types of creative works, including, for example, computer software, teaching materials, multimedia works, proposals, and research reports.

**2.3.3. Tangible Research Materials:** Tangible biological, chemical, and physical materials or equipment. Examples include, but are not limited to, cell lines, antibodies, DNA or RNA, chemical samples, plasmids, and prototypes.

**2.3.4. Computer Software:** Any and all computer "instructions" written or developed as a code for use with a computer or computer component.

**2.4. Creator:** Designation applied to an inventor, author of copyrightable materials, designer of a trademark, or developer of any other type of intellectual property.

**2.5. Use of College Resources:** Any use of such College resources (including College-administered funds or College funded time, facilities, or equipment), including, but not limited to the use of College issues desktop or laptop computers, network or personal printers, the College's computer infrastructure, scanning equipment, computer and audiovisual projectors, laboratories, studios, facilities, equipment, materials, supplies, secretarial staff, part-time research assistance, one's office, services of the James P. Adams Library, and sabbatical leaves.

**2.6. Distance Education:** Instruction, education, or training where the instructor and the student are separated geographically and temporally. Communication between the student and instructor is made through one or more technological devices, such as live or recorded visual presentations and materials using direct signal or cable, transmission by telephone line, fiber-optic line, video recording, computer or Internet technology, or e-mail.

**2.7. Exempted Scholarly Work:** A Scholarly Work that falls within certain categories of Copyrightable Works for which academic institutions have historically waived any ownership interest in favor of the author.. The following are recognized categories of Exempted Scholarly Works: textbooks, class notes, classroom presentation and instruction,, research articles, research monographs, artistic works, and literary works. As other types of works become clearly established as Scholarly Works, so that individual consideration is no longer deemed necessary, the President of the College may expand this list of Exempted Scholarly Works beyond these categories, subject to the approval of the Board of Governors for Higher Education (hereinafter "Board of Governors" or "Board").

**2.8. Outside Researcher:** An individual who performs or directs research for an organization other than the College.

**2.9. Public Disclosure or Publicly Disclosed:** Any written or oral disclosure of an Invention or Copyrightable Work to any person not under contractual or fiduciary obligation of confidentiality to the College.

**2.10. Scholarly Work:** A Copyrightable Work that has the primary goal of disseminating academic or scholarly knowledge, or is a work of artistic expression.

### **3.0. Types of Intellectual Property Covered**

Four categories of Intellectual Property -- Inventions, Copyrightable Works, Tangible Research Materials, and Computer Software -- as well as Confidential Information, are addressed in this Policy. The President of the College and/or the President of the RIC/AFT may propose additional types of Intellectual Property under this Policy, which, if mutually accepted by the Presidents and approved by the Board of Governors for Higher Education shall be covered by this Policy.

### **4.0. Ownership of Intellectual Property**

Covered Individuals who create, invent, or discover any Intellectual Property will own all rights to such property except as noted below:

#### **4.1. Use of College Resources**

The Board of Governors will own any Intellectual Property, **other than** an Exempted Scholarly Work, that is created, discovered, or invented by a Covered Individual who makes Use of College Resources in connection with the development of such Intellectual Property. Ownership of Intellectual Property created, discovered, or invented by a Covered Individual who makes no Use of College Resources vests in the Covered Individual and not in the College.

If a Covered Individual creates, discovers, or invents Intellectual Property other than an Exempted Scholarly Work that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the College, then Use of Resources will be presumed. As described below, the Covered Individual may rebut this presumption of Board of Governors ownership through submission of documentary evidence which clearly establishes that the Intellectual Property was developed without Use of College Resources.

#### **4.2. Theses, Dissertations, Student Research Project Reports**

The rights in copyright for theses, dissertations, and student research project reports produced in fulfillment of requirements for a College degree shall belong to the student preparing the material. A student must, as a condition of the award of any degree, grant a royalty-free license or permission to the College to reproduce and publically distribute, on a non-commercial basis, copies of student project reports, theses, and dissertations, as well as to permanently archive and make accessible such works in whole or in part in any format now or hereafter known. The Board of Governors shall retain ownership of any invention or trademark disclosed as part of a thesis, dissertation, or student research project, unless such ownership is negotiated.

#### **4.3. College-Commissioned Works**

The Board of Governors will own any Intellectual Property, including any Exempted Scholarly Work that is created, discovered, or invented by a Covered Individual who is specifically hired or commissioned by the College for that purpose, unless otherwise provided by written agreement between such individual and the Board of Governors. The Covered Individual will sign a written agreement with the College which states that the Intellectual Property is a work-for-hire owned by the Board of Governors.

#### **4.4. Intellectual Property Subject to Contractual Obligations**

Ownership of any Intellectual Property, including any Exempted Scholarly Work, that is created, discovered, or invented in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the College, although the Board of Governors will ordinarily claim ownership.

#### **4.5. Outside Consultation**

Covered Individuals involved in outside consultation cannot use the College name or logo and are bound by the College agreements with bargaining units, where applicable, in all consulting activities. Any agreement signed with a company cannot abridge or compromise Board of Governors ownership of other intellectual property developed by Covered Individuals. For example, rights to past and future work generated by Covered Individuals cannot be restricted or affected by the outside consultancy agreement or arrangement or be subject to any claims of the employers for whom the Covered Individuals worked as private consultants.

### **5.0. Administrative Procedures: Inventions and Copyrightable Works**

To accomplish the dual objectives of disseminating knowledge and maximizing the economic value of that knowledge, the College has established the following procedures:

#### 5.1. Disclosure to the College

5.1.1. A Covered Individual should promptly disclose an Invention or Copyrightable Work - other than an Exempted Scholarly Work - to the College in order to allow the College an opportunity to evaluate the commercial potential of the Invention or Copyrightable Work and to preserve or enhance its value by filing a patent application or obtaining a copyright registration.

5.1.2. The disclosure form should be submitted to the Board of Governors' authorized agent, the President of Rhode Island College or her/his designee as set forth in Section 5.2 below.

5.1.3. The treatment of different categories of Intellectual Property is set forth below.

##### 5.1.4. Intellectual Property Developed with Use of College Resources

A Covered Individual is encouraged to promptly disclose an Invention or Copyrightable Work, other than an Exempted Scholarly Work, that is developed with Use of College Resources or is the same as, directly related to, or substantially similar to a research project in which he/she is engaged at the College (see Section 4.1 above). Although the disclosure of such an Invention or Copyrightable Work is generally voluntary, if the Covered Individual intends to commercialize such Intellectual Property, disclosure is required reasonably in advance of taking any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party. Failure to disclose an Invention or Copyrightable Work results in the presumption of ownership by the Board of Governors.

##### 5.1.5. Exempted Scholarly Work

If a Copyrightable Work is an Exempted Scholarly Work, no disclosure is required. In other cases in which a Covered Individual desires treatment of a Copyrightable Work as a Scholarly Work, the Covered Individual should submit to the President of Rhode Island College or her/his designee, in addition to the disclosure form, a request for treatment of the work as a Scholarly Work and a brief explanation of why the work should be a Scholarly Work.

##### 5.1.6. Intellectual Property Not Developed with Use of College Resources

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to College ownership because the Intellectual Property was developed without Use of College Resources, the Covered Individual should submit to the President of Rhode Island College or her/his designee, in addition to the disclosure form, a request for confirmation of individual ownership together with documentary evidence which clearly establishes that fact.

##### 5.1.7. College-Commissioned Work

In the case of an Invention or a Copyrightable Work, including an Exempted Scholarly Work, that a Covered Individual is specifically hired or commissioned by the College to develop (see Section 4.3 above),

disclosure of the Intellectual Property is required unless otherwise provided by written agreement between such individual and the College.

#### 5.1.8. Intellectual Property Subject to Contractual Obligations (e.g., Sponsored Research Agreements)

In the case of an Invention or Copyrightable Work, including an Exempted Scholarly Work, developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation requiring disclosure (see Section 4.4 above), the disclosure of such Intellectual Property will be governed by the terms of such grant or agreement, as approved by the College, if such terms differ from this Policy.

### 5.2. Evaluation and Disposition of Disclosures

The Board of Governors hereby designates the President of Rhode Island College or her/his designee as its agent to apply for, obtain legal protection for, administer, market and develop any intellectual property, and for executing all agreements for the subsequent use and/or licensing of any intellectual property owned by the Board and/or included under the provisions of this policy. In this capacity, the President of Rhode Island College or her/his designee, will review, evaluate, and make a disposition of all disclosure forms, and will promptly notify Covered Individuals of their disposition. The evaluation and disposition of a disclosure will be completed as soon as possible, but for Inventions and Computer Software ordinarily no later than ninety (90) days, and for Copyrightable Works (other than software) ordinarily no later than thirty (30) days, after the President of Rhode Island College or her/his designee receives a complete and accurate disclosure form and any other information that the President or her/his designee requests or obtains from outside experts in order to make an informed evaluation of an Invention or Copyrightable Work. Disclosure forms will be evaluated for one of more of the following dispositions, subject to the appeals process described in Section 5.4 below:

#### 5.2.1. Scholarly Work

In the case of a Copyrightable Work that is claimed as a Scholarly Work, but is not an Exempted Scholarly Work, the President of Rhode Island College or her/his designee will decide, possibly with the advice of outside experts, whether that work is in fact a Scholarly Work.

#### 5.2.2. No Use of College Resources

In the case of an Invention or Copyrightable Work that the Covered Individual claims is not subject to College ownership because the Intellectual Property was developed without Use of College Resources, the President of Rhode Island College or her/his designee will decide, possibly with the advice of outside experts, whether there was in fact Use of College Resources.

#### 5.2.3. Evaluation of Commercial Potential

In the case of Intellectual Property that the Covered Individual discloses for possible commercialization by the College, the President of Rhode Island College or her/his designee will determine its commercial potential. To assist in this determination, the President or her/his designee may consult with patent or copyright counsel and outside experts in particular fields. Additionally, the President of Rhode Island College or her/his designee shall also seek the advice of an **Intellectual Property Evaluation Committee**, which will be composed of three faculty members with relevant expertise, appointed by the President of the RIC/AFT, and three administrators, appointed by the

President of the College. The chair of the Committee will be selected by vote of the whole committee. The President of Rhode Island College or her/his designee and the President of the RIC/AFT may invite to any committee meeting one or more individuals from outside the College with relevant industry experience to advise the committee.

5.2.4. In the case of Inventions or Copyrightable Works, including Exempted Scholarly Works, that arise in the course of research funded by a sponsor under a grant or research agreement, or which are subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting evaluation of disclosures, the evaluation process will be governed by the terms of such grant or agreement, as approved by the College, if such terms differ from this Policy.

### **5.3. Request for Relinquishment of Rights**

Under certain circumstances, as described below, the Board of Governors, acting through its authorized agent, may relinquish its ownership rights in an Invention or Copyrightable Work to the Covered Individual who created, discovered, or invented the Intellectual Property at the Covered Individual's request.

#### **5.3.1. Intellectual Property Developed with College Resources**

The Board of Governors may waive its ownership rights in favor of the Covered Individual who created, discovered, or invented the Intellectual Property, if the Covered Individual has made complete and accurate disclosure of such Intellectual Property in accordance with this Policy and the President of Rhode Island College or her/his designee has determined that the Intellectual Property comes under one or more of the following categories:

- Intellectual Property developed without significant Use of College Resources;
- Intellectual Property that the College, on the Board's behalf, has decided not to commercialize.

#### **5.3.2. College-Commissioned Work**

The Board of Governors will not waive its ownership rights to any Intellectual Property, including an Exempted Scholarly Work that is developed by a Covered Individual who is specifically hired or commissioned by the College for that purpose, unless otherwise provided by written agreement between such individual and the College.

#### **5.3.3. Intellectual Property Subject to Contractual Obligations**

In the case of Intellectual Property, including an Exempted Scholarly Work, that is developed in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation affecting ownership, the relinquishment of any Board of Governors rights in the Intellectual Property will be governed by the terms of the relevant grant or agreement, as approved by the College, if such terms differ from this Policy. A Covered Individual may need a separate waiver or assignment of rights from the other party in order to acquire complete rights to the Intellectual Property.

5.3.4. If certain Intellectual Property is available for relinquishment by the Board of Governors (as set forth above), the Covered Individual who created, discovered, or invented the Intellectual Property may request in writing that the President of Rhode Island College or her/his designee grant a release or assignment of rights. The President of Rhode

Island College or her/his designee will promptly respond to this request. The College will retain a royalty-free, non-exclusive license to use any such Inventions or Copyrightable Works for academic research and teaching.

#### **5.4. Appeals**

If a Covered Individual disagrees with a decision of the President of Rhode Island College or her/his designee involving Section 5.2, Evaluation and Disposition of Disclosures, above, or ownership or inventorship, such individual may appeal to the College's Patent Counsel, who will evaluate the facts and provide both parties with an opinion within sixty (60) days. The opinion of the College's Patent Counsel shall be final unless disputed by either party in writing within ten (10) days from the date of receipt of the opinion. The parties shall attempt to resolve the dispute through a mutually agreeable mediation process. Mediation must be completed within ninety (90) days from the date the opinion of Patent Counsel was disputed. The expense of such mediation shall be borne equally by the parties. If the mediation fails, or the dispute is not otherwise resolved, then parties may take such legal action as either may deem appropriate..

#### **6.0. Administrative Procedures: Tangible Research Materials**

While potential commercial value should not inhibit the free exchange of Board of Governors-owned Tangible Research Materials for research purposes, the College nonetheless recognizes that such Materials may have significant commercial value. In addition, Tangible Research Materials received by Covered Individuals may be subject to contractual restrictions that severely limit the use and transfer of such Materials, to the detriment of College researchers. Therefore, the College has established the following procedures to allow the free exchange of Tangible Research Materials, while at the same time respecting the ownership rights of the Board of Governors, protecting the rights of its researchers, and limiting the liability of the the Board, the College and its researchers.

##### **6.1. Transfer to Outside Researcher for Basic Research**

If a Covered Individual wishes to transfer Materials to an Outside Researcher for use in internal basic research, and not for the development or sale of commercial products, the Covered Individual must use the appropriate College Materials Transfer Agreement form (MTA), which will be provided by the President of Rhode Island College or her/his designee together with instructions for the use of the form. The MTA will establish rights and responsibilities regarding the Materials among the College, the Outside Researcher, and the researcher's employer and will minimize future confusion and controversy regarding the use and transfer of the Materials and ownership of Inventions or Materials based on the supplied Materials. Faculty members (but not other Covered Individuals) are authorized to sign an MTA on behalf of the College provided that the College MTA form is not altered or revised in any manner and that a signed original of the MTA is sent to the President of Rhode Island College or her/his designee, when the Materials are sent to the Outside Researcher. Alternatively, the President of Rhode Island College or her/his designee are authorized to approve and sign an MTA, even with revisions.

If Materials are developed by a Covered Individual in the course of sponsored research, or are otherwise subject to contractual restrictions (e.g., a materials transfer agreement or confidential disclosure agreement), the transfer of such Materials to an Outside Researcher will be governed by the terms of the relevant agreement, if such terms differ from this Policy.

## **6.2. Transfer for Commercial Use**

Materials may not be transferred to any Outside Researcher for any use other than internal basic research unless the Outside Researcher has obtained a waiver from the College through the the President of Rhode Island College or her/his designee under the procedures set forth in this Policy. Materials with commercial uses should be disclosed to the President of Rhode Island College or her/his designee in the same manner as Inventions and will be treated in the same manner as Inventions.

## **6.3. Receiving Materials from Outside Researchers**

If a Covered Individual receives Materials from an Outside Researcher at another organization (non-profit or commercial), the other organization or researcher may impose serious use and transfer restrictions on the Materials and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Materials. For this reason, only the the President of Rhode Island College or her/his designee are authorized to approve and sign agreements governing receipt of Materials from other organizations. Covered Individuals are encouraged to consult with the President of Rhode Island College or her/his designee regarding the restrictions applicable to a particular Material from an Outside Researcher before planning to use that Material in research activities. Covered Individuals should be aware that, in some instances, these restrictions may be so onerous that the Vice President for Administration and Finance ordinarily will not approve the agreement. The President of Rhode Island College or her/his designee will make available a College MTA form for receipt of Materials, although the organization supplying the Materials will usually require use of its own MTA.

If Materials are received by a Covered Individual in the course of sponsored research, the transfer of such Materials will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

## **7.0. Administrative Procedures: Confidential Treatment of Information**

The academic tradition of free dissemination of knowledge for the public benefit is recognized by the College to be of paramount importance. Therefore, except as otherwise provided in this section, nothing in this Policy shall be construed as affecting the rights of Covered Individuals to publish once disclosure has been completed. Nonetheless, protecting intellectual property may require a limited period of nondisclosure in order to secure certain rights, and the President of Rhode Island College or her/his designee may agree to limited and reasonable delays in publication upon recommendation of Covered Individuals involved in projects requiring such delay. Further, it may be necessary or desirable, under certain circumstances, to restrict disclosure of Confidential Information received from a sponsor company or to delay Public Disclosure of an Invention. Note that the College ordinarily will not agree to maintain College-generated research results as trade secrets, unless an agreement between the College and an outside organization has been obtained.

### **7.1. Guidelines Regarding Public Disclosure of Inventions.**

7.1.1. Internal disclosure of an Invention to the President of Rhode Island College or her/his designee will not interfere with the ability to patent the Invention. However, Public Disclosure of an Invention prior to filing for a patent application (even one day before) will preclude the availability of patent protection in most countries. This rule applies to any non-confidential written or oral disclosure that describes the Invention (e.g., at a scientific meeting, in a journal, or even in an informal discussion with colleagues).

7.1.2. Accordingly, the College strongly encourages Covered Individuals to disclose Inventions to the President of Rhode Island College or her/his designee as soon as possible, and may not issue a Public Disclosure of the Invention until the evaluation process is completed and a patent application is filed. The President of Rhode Island College or her/his designee will attempt to minimize delays in publication, but a delay of up to ninety days is often necessary for evaluation. The President of Rhode Island College or her/his designee will make every effort to expedite the evaluation process when a Covered Individual indicates that there is a compelling need for rapid publication.

7.1.3. During this interim period, an Invention may be safely disclosed outside of the College under the protection of a Confidential Disclosure Agreement (CDA), because disclosures made under an appropriate CDA are not considered Public Disclosures. The College therefore recommends that all Covered Individuals use the College CDA form, whenever they disclose information relating to an Invention, while the Invention is under evaluation by the College. The College also strongly recommends use of the College CDA form and consultation with the President of Rhode Island College or her/his designee, if a Covered Individual wishes to disclose an Invention to an Outside Researcher associated with a company or other for-profit organization, or directly to such an organization. The President of Rhode Island College or her/his designee will make available appropriate forms of CDA. Faculty members (but not other Covered Individuals) have authority to sign the College CDA form on behalf of the College, when they intend to disclose information (not receive information), provided that they send a fully signed original of the CDA to the President of Rhode Island College or her/his designee as soon as possible. Alternatively, authorized representatives of the Board of Governors may approve and sign CDAs on behalf of the Board of Governors.

7.1.4. Covered Individuals should be aware that Public Disclosure of an Invention prior to completion of the evaluation process and filing of a patent application will adversely affect the commercial value of the Invention and therefore may decrease the likelihood that the College will proceed with commercialization of that Invention.

## **7.2. Public Disclosure of Inventions or Copyrightable Works Arising from Sponsored Research or Grants**

In the case of an Invention or Copyrightable Work that arises in the course of sponsored research or a grant, or which is subject to an MTA, CDA, or other contractual restriction affecting Public Disclosure, any restrictions on Public Disclosure will be governed by the terms of the grant or agreement with the other party, as approved by the College. If such restrictions would prevent or delay the publication of a student thesis or dissertation, then the student must agree to such restrictions in writing.

## **7.3. Receiving Confidential Information from Outside Researchers**

7.3.1. If a Covered Individual receives Confidential Information from an Outside Researcher or organization (non-profit or commercial) in relation to research performed by the Covered Individual at the College, the other organization or researcher may impose serious non-disclosure and non-use obligations on the Confidential Information and may claim an ownership interest in Inventions, Copyrightable Works, or Materials that arise in the course of research performed with such Confidential Information. For this reason, only the President of Rhode Island College or her/his designee are authorized to approve and sign CDAs from other researchers or organizations on behalf of the College. The President of Rhode Island College or her/his designee will make available a College CDA form for receipt of Confidential Information.

7.3.2. When Confidential Information is received by a Covered Individual in the course of sponsored research, the treatment of such Confidential Information will be governed by the terms of the applicable sponsored research agreement, if such terms differ from this Policy.

## **8.0. College Development, Licensing, and Distribution of Income**

### **8.1. Commercialization Activity**

The President of Rhode Island College or her/his designee will make a reasonable and good faith effort, in consideration of resources, to commercialize intellectual property to which the Board of Governors has acquired rights and wishes to pursue commercialization and to maximize the return to the Creator and to the College, while making available to the public the related processes and products at reasonable prices and of appropriate quality. All activities with outside organizations, including companies, to license for use commercial applications of any Board of Governors-owned property must be taken by or with the explicit approval of the President of Rhode Island College or her/his designee, who may use the services of a qualified intellectual property management organization or any other business organization that can aid in the commercialization process.

### **8.2. Complaints Concerning the Development Efforts**

If after two years the Creator is dissatisfied with or questions the development efforts, he/she may express in writing such dissatisfaction to the President of Rhode Island College or her/his designee. In such cases the President of Rhode Island College or her/his designee shall respond in writing within 120 days by: (a) finding the complaints to be without merit; (b) finding the complaint to have merit and assuring the Creator that corrective steps, or other recommended action, will be taken; or (c) recommending return of all intellectual property rights to the Creator. If the President of Rhode Island College or her/his designee fails to act within 120 days from the date of the original filing of the complaint, legal rights to the intellectual property and any other federal or legal obligations regarding that property shall pass to the Creator, except for a non-exclusive use and license for the College.

### **8.3. Responsibility for Licensing**

The President of Rhode Island College or her/his designee shall be responsible for applying for, obtaining legal protection for, marketing, and developing any intellectual property and for executing all agreements for the subsequent use and/or licensing of any intellectual property owned by the Board of Governors or included under the provisions of this Policy.

### **8.4. Distribution of Non-Equity Revenue Derived from Commercialization**

Royalty income and other non-equity revenue derived from the licensing of Board of Governors-owned Intellectual Property will be distributed at the end of each fiscal year as follows:

8.4.1. The College will be reimbursed for any out-of-pocket expenses incurred in obtaining and maintaining patent or copyright protection for a specific item of Intellectual Property, and in evaluating and marketing such Intellectual Property.

8.4.2. The remaining net income will be distributed as follows:

- Thirty percent (30%) to the Creator of the Intellectual Property;
- Thirty percent (30%) to the Vice President for Academic Affairs for support of the infrastructure for creation of Intellectual Property at the College;
- Forty percent (40%) to the College.

8.4.3. In the case of multiple Creators of commercialized Intellectual Property, their shares will be distributed as they unanimously agree or, in the absence of agreement, in equal portions. If multiple departments or programs are involved, their shares will be distributed in the same manner as the distributions to the Creators within such departments or programs.

#### **8.5. License Agreements with Research Sponsors**

The College, on behalf of the Board of Governors, may grant to the sponsor(s) in any sponsored project agreement an exclusive license (with appropriate milestone and performance criteria) or non-exclusive license to the Intellectual Property resulting from that sponsored project. In cases of joint ownership, the outside sponsor shall have the right of first refusal to develop and/or produce and/or market a jointly owned Intellectual Property subject to appropriate milestone and performance criteria.

### **9. Special Consideration: Distance Education**

9.1. Materials submitted to the Curriculum Committee for approval of a course or program of study belong to the College and not the individual faculty member. A Covered Individual who develops teaching materials for distance education courses retains ownership of and the right to copyright these course materials.

9.2. When the College contracts with a Covered Individual to develop distance educational material for marketing and sale outside of the College, the matter will be addressed, and the ownership rights determined, in the same manner as College-Commissioned works, as provided herein above. The College shall retain the right to use and supplement such material.

### **10. Participation Agreement**

The College has adopted a Participation Agreement, attached as Exhibit A that confirms acceptance of this Policy by Covered Individuals and assigns to the Board of Governors all rights in Intellectual Property in which the Board of Governors has ownership.

**Exhibit A to Intellectual Property Policy  
Rhode Island College  
Participation Agreement**

In consideration of the benefits that I receive as a result of my access to College-administered funds and College-funded time, facilities, and equipment, I agree as follows:

1. Acknowledgment. I acknowledge that I have read and understood the Intellectual Property Policy (Policy) of Rhode Island College (the College), a copy of which is attached to this Agreement, and I agree to abide by the terms of this Policy. I understand that capitalized terms used in this Agreement are defined terms that, if not defined in this Agreement, are defined in the Policy.
2. Disclosure. In accordance with Sections 5.1, 6.1, 6.2, and 6.3 of the Policy, I agree to make the following disclosures to the Board of Governors or its designee
  - a. I am encouraged to disclose any Inventions, Copyrightable Works, except Exempted Scholarly Works, and commercially valuable Tangible Research Materials that I develop with Use of College Resources or are the same as, directly related to, or substantially similar to a research project in which I am engaged at the College. However, if I intend to commercialize such Intellectual Property, disclosure is required reasonably in advance (not less than thirty (30) days prior) of taking any action to commercialize such Intellectual Property. Examples of commercial actions include, without limitation, seeking patent or copyright protection, commencing discussions with potential investors or licensees, or transferring the Intellectual Property to a third party.
  - b. I am required to disclose any Inventions, Copyrightable Works, including Exempted Scholarly Works, and Tangible Research Materials that the College has specifically hired or commissioned me to develop, except as otherwise provided in a written agreement between me and the Board of Governors.
  - c. I am required to disclose any Inventions, Copyrightable Works, including Exempted Scholarly Works, and Tangible Research Materials that I develop in the course of research funded by a sponsor pursuant to a grant or research agreement that requires such disclosure, or which is subject to a materials transfer agreement, confidential disclosure agreement, or other legal obligation requiring such disclosure.

I agree to make such disclosures promptly and in reasonable detail on the appropriate College disclosure form. In the case of Inventions that I intend to commercialize, I understand that I should make such disclosure reasonably in advance of public disclosure of the Invention in order to provide the College with an opportunity to file a patent application.
3. Assignment of Rights. I hereby assign, transfer, and convey to the Board of Governors all of my rights, title, and interest in any Inventions, Copyrightable Works, and Tangible Research Materials for which the Board of Governors asserts ownership under Section 4 of the Policy. I understand that the Board of Governors does not assert ownership of Exempted Scholarly Works unless such works are specifically commissioned by the College or are subject to a contractual obligation that requires assignment. At the request of the College, I agree to execute and deliver promptly a specific assignment to the Board of Governors of my right, title, and interest

to such Intellectual Property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. I further agree to supply the College with all information and to execute all documents necessary to obtain and maintain patents, copyrights, or other forms of legal protection for such Intellectual Property.

4. Income-Sharing; Relinquishment. I understand that, in accordance with Section 8.4. of the Policy, I shall receive a portion of all royalty income and other non-equity revenue derived from the licensing of Intellectual Property that I assign to the Board of Governors. I further understand that, in accordance with Section 5.3. of the Policy, if the Board of Governors, acting through its authorized agent, decides not to commercialize such Intellectual Property, I shall have an opportunity to regain title so that I may pursue commercialization of the Intellectual Property.
5. Administrative Procedures. I understand and agree to abide by the administrative procedures for the transfer of Tangible Research Materials and Confidential Information, as set forth in the Policy.

Signature:  
Printed Name:  
Department:  
Date: