Plymouth State University
Ownership of Intellectual Property (IP) Policy

1.0 The purpose of this policy is to encourage flexibility for faculty and students to work with industry sponsors toward the dissemination of research results, the creation and development of intellectual property for the public benefit, and the recognition of the creators of such intellectual property.

1.1 Definitions

1.1.1 Sponsor means any third party who engages a PSU employee or student to conduct research or otherwise commissions a Work for Hire.

1.1.2 Intellectual Property means patentable inventions, trademarks, copyrightable works, mask works, or tangible research property including data.

1.1.3 IP means Intellectual Property.

1.1.4 IPAC means the Intellectual Property Advisory Committee.

1.1.5 IPO means the Intellectual Property Officer.

1.1.6 PSU means Plymouth State University.

1.1.7 Work for Hire means a copyrightable work prepared within the scope of an employee’s employment or a work specially ordered or commissioned.

1.2 Ownership

1.2.1 PSU Owned IP
IP developed with use of PSU funds or facilities, or IP developed in the conduct of employment responsibilities, or IP developed pursuant to a sponsored research agreement, or IP created for a sponsor pursuant to a written agreement with PSU providing for the transfer of ownership of the copyright to PSU.

1.2.2 Jointly Owned IP
IP that is co-developed by PSU and Sponsor, pursuant to a pre-negotiated agreement of ownership approved by the participating faculty member.

1.2.3 Sponsor Owned IP
IP that originates solely, or jointly (with a faculty member and) with any agent or employee of Sponsor, and for which Sponsor has paid all, or
most of the development and patent expenses. An agreement is worked on royalties/shares (if any) with approval of the participatory faculty member.

1.3 Ownership of Student Work
Notwithstanding any other section herein, unless otherwise designated in another PSU policy or agreement, IP created by students will be owned by either PSU or the Sponsor, pursuant to a pre-negotiated agreement of ownership. This excludes copyrightable works of students created in the course of their education, such as theses, dissertations, papers and journal articles.

1.4 Consulting Agreements
To benefit the reputation of the University and its faculty, PSU encourages faculty to develop research relationships through the university as opposed to pursuing independent consulting. Members of the PSU community must ensure that the terms of their consulting agreements with third parties do not conflict with their duties to PSU. Each individual should make his/her duties to PSU clear to any third party for whom that individual expects to consult. Specifically, the scope of any such consulting services and the ownership of any resulting IP should be consistent with the faculty member’s duties to PSU, and must be disclosed to avoid conflict of interest. PSU will not negotiate any consulting agreements on behalf of a faculty member; however, any questions regarding PSU’s policies may be directed to the IPO.

1.5 Organization
The Intellectual Property Advisory Committee (IPAC) is empowered to develop IP policies for PSU. The Academic Deans appoint members of the IPAC. The Intellectual Property Officer (IPO) is charged with the implementation and administration of these policies. The IPO is also appointed by the Academic Deans.

1.6 Faculty Exemptions
Notwithstanding any other section herein, the copyright for pedagogical, scholarly, or artistic works developed by a faculty member shall be owned and retained by the faculty member, including the reproduction, distribution, performance, adaptation, use in derivative works, display, and ability to authorize others to do the same. In the case of copyrighted pedagogical materials, the faculty member maintains ownership but PSU maintains rights for use if the material was developed or used in a PSU class.

1.7 Disclosure and Technology Transfer
1.7.1 Disclosure
1.7.1.1 Disclosure to PSU
PSU is obligated to report promptly to the appropriate federal agency any inventions made during the course of government sponsored research. PSU is also obligated to report inventions to industrial sponsors who sponsor research. In order for PSU to comply with its obligations, PSU employees and students must report to the IPO any IP created pursuant to a sponsored research agreement, a consulting agreement, or with use of funds or facilities administered by PSU. The form for such reporting is entitled *PSU IP Disclosure*. A copy may be obtained from the IPO.

1.7.1.2 Disclosure to the Public
A public disclosure of IP (e.g. a conference presentation) before the filing of a patent application may bar PSU from obtaining a patent on the IP. PSU employees and students should not publicly disclose the IP before discussing the IP with the IPO as described in Par. 1.8.2

1.7.2 Technology Transfer
Upon receipt of a disclosure form, the IPO will discuss the IP with the individual who made the disclosure. A decision will be made by the IPAC whether to pursue a patent or other legal protection for the IP. The IPO will decide whether, and how, to pursue the licensing of the IP, including as appropriate, by researching the market, developing a business plan, negotiating terms of licenses and distributing royalties in accordance with this policy.

1.7.3 Royalties
Net revenues received by PSU for the sale, licensing or other transfer of IP deemed owned by PSU pursuant to this policy will be distributed as follows:

- 50% to the individual responsible for creation of the IP, and
- 50% to PSU for support of research and scholarly activity.