

TABLE OF CONTENTS

I.	PURPOSE.....	1
II.	SCOPE.....	1
III.	DEFINITIONS.....	2
IV.	POLICY STATEMENT.....	4
V.	PROCEDURE (if applicable).....	9
VI.	RELATED INFORMATION/FORMS.....	9
VII.	HISTORY.....	9
VIII.	RESPONSIBLE UNIVERSITY DIVISION/ DEPARTMENT.....	9
IX.	RESPONSIBLE ADMINISTRATIVE OVERSIGHT.....	9

I. PURPOSE

Villanova University’s faculty, staff, and students are regularly involved in scholarly activities that stem from the core teaching, learning, research, and service missions of the University. While the primary focus of such efforts is the advancement of the University mission, the products of scholarship often have broader applications to and benefits for the individuals involved, to the University, and to society. By establishing a policy on Intellectual Property, Villanova University seeks to support the activities of the faculty, staff, and students in identifying, protecting, and administering Intellectual Property matters and defining the rights and responsibilities of all involved.

II. SCOPE

This is not a policy governing usage of Intellectual Property owned by others. Please refer to the following policies for information on reproducing, distributing, making derivative works, or using copyrighted works:

- Faculty Handbook section on COPYRIGHTS AND COURSEPACKS and USE OF UNIVERSITY’S NAME AND TRADEMARK
- Student Handbook section on COPYRIGHT AND OTHER INTELLECTUAL PROPERTY and COPYRIGHT INFRINGEMENT AND ILLEGAL FILE SHARING
- UNIT Acceptable Use Policy section on Copyright Infringement and Illegal File Sharing COPYRIGHT INFRINGEMENT AND ILLEGAL FILE SHARING

A. Who is covered by this policy?

This policy shall apply to all persons (faculty, staff, and students) in the employ of Villanova University in any capacity and to all students enrolled in Villanova University, while functioning in the capacity of employee or using University property, equipment, or resources belonging to the University.

B. What is covered by this policy?

The purpose of this document is to provide a policy framework under which Villanova University will manage the Intellectual Property of the University community. This policy statement does not and cannot provide all the necessary specific details that are required to administer issues of Intellectual Property for the entire University and, therefore, it is anticipated that this policy may be modified periodically and/or tailored to fit the facts and circumstances of a particular case. Persons covered by this policy do not have the authority to, and should not, enter into contracts or agreements regarding Intellectual Property covered by this policy and having terms that conflict with the terms of this policy, without the advance written permission of the University.

III. DEFINITIONS

A. What is IP / how is it generated?

Intellectual Property refers to creations of the mind. Trade Secrets, trademarks, patents and copyrights are forms of intellectual property, the nature and protection of which is discussed in further detail in this Policy below under “**C. How is IP Protected?**”

B. What types of IP are created at Villanova and by who?

Villanova faculty, staff, and students create all sorts of intellectual property. The results of research are written and published in scholarly articles. Reports written by faculty and staff are copyrighted works as well. Experiments, research designs, and other new creations might constitute inventions that can be patented. Computer software might be both inventive and scholarly.

The type of intellectual property is not based on the activity, but on the type of result. Research, discovery, scholarship, and so forth all might lead to copyrights and patents. As explained further below, inventions are patentable, and creative works are copyrightable – regardless of how they were created. When distinctive names are given to discoveries, those names may be protected as well if they would cause confusion. Finally, some information might be protected even if it doesn't fit any of the other categories, but it is kept secret.

C. How is that IP Protected?

Trade Secrets

Information that is not yet public is still intellectual property, even if it does not qualify for patenting or copyright. Thus, inventions that are not yet disclosed might be trade secrets even though they might later be patented. Books not published might be trade secrets even though they are also copyrighted. But other information might also be trade secrets, like research in progress, or data.

Traditionally, university research is about sharing, and you may not want to keep information secret before it is disclosed. But there may be situations where it is more desirable to keep information secret, even if it will eventually be disclosed. There might even be situations where it is more desirable to keep some information secret forever, for example based on confidentiality obligations to others or even simply because the information is more valuable to the university as a secret.

Trade secrecy only applies so long as the information is secret and reasonable efforts are taken to keep it secret. The information must also be valuable because it is secret. Thus, if information is intended for secrecy, it should be kept in a secure location, and only shared with those who have signed agreements not to use or disclose the information for their own benefit. These agreements are called non-disclosure agreements, or NDAs, and can be obtained with the aid of the Office of Research Administration (ORA) and/or university counsel.

Trademarks

Trademarks are words, symbols, sounds, packaging, colors or other devices associated with a good or service. Trademarks must be distinctive; that is, they must be uniquely associated with a good or service rather than being simply a description or generic name for a class of goods. Trademarks must be used in commerce in association with goods and services. They are not protected if they are simply used in writings but the goods or services are not offered to the public. Trademarks may be registered with the United States Patent and Trademark Office but registration is not required for legal protection.

Patents

A patent is a grant by the government, acting through the United States Patent and Trademark Office for U.S. Patents, of exclusive right to an invention or discovery of a process, machine, manufacture or composition of matter for a limited time. Generally three conditions should be met for the granting of a patent: the invention or discovery should be new, useful, and non-obvious.

Copyrights

Copyright protection does not extend to any idea, procedure, process, system, concept, principle or discovery. A copyright protects the expression of an idea, concept or principle and not the ideas that are expressed. For example, the University might own the copyright to media prepared specifically for the delivery of a University course. The faculty member(s) who created the content might also copyright another non-derivative work based on the same ideas. Thus the faculty and University are afforded the opportunity to work together to copyright different expressions of the same ideas for different purposes.

IV. POLICY STATEMENT

OWNERSHIP AND MANAGEMENT OF IP AT VILLANOVA

General Policy – Student Work

The University asserts no ownership rights to Intellectual Property generated by students provided that:

- The student(s) made use solely of resources routinely made available by the University/College, including academic courses, competitions, workshops, etc., and not of specialized resources made available by the University/College,
- The student(s) are not paid by the University to develop the Intellectual Property or perform services or responsibilities during the course of which the Intellectual Property is developed, and
- There are no pre-existing obligations for Villanova or faculty related to the Intellectual Property; pre-existing obligations include, but are not limited to work that students perform for Academic Credit related to faculty/staff projects, sponsored research/industry projects, collaboration agreements, and certain capstone projects.

Any work owned by students due to the University's waiver of ownership rights under this section, but which was developed during academic, research or other University-related activities or using University resources shall be subject to a license to the University, which will include broad non-exclusive world-wide, royalty free, perpetual, and irrevocable rights to make, license and use such intellectual property in the ordinary course of its teaching, research, scholarship, service, and administrative functions.

General Policy – Independent Projects

The University asserts no ownership rights to Intellectual Property generated by a University employee that is not part of the creator's employment responsibilities and that is developed on his/her own time without making substantial use of University funds, resources or facilities.

Intellectual Property created by those covered by this policy who consult with external entities (corporations, businesses, government agencies, foundations, etc.) without making substantial use of University funds, resources or facilities, and while abiding by University policies on consulting, is presumed retained by the external entity or the individuals as specified by the terms of the consulting agreement.

Please refer to the section on CONSULTING, OUTSIDE TEACHING, AND PROFESSIONAL WORK in this Faculty Handbook.

Trade Secret Policy

Ownership of trade secrets shall be in accordance with their underlying IP type. The University will treat ownership of trade secrets that do not fall into patentable or copyrightable, or other identified IP categories (for example data) pursuant to other applicable agreements or policies (e.g., research data policies), or, if no such other agreements or policies apply, on an ad hoc basis.

Trade Secrets in which the University waives its ownership rights, but which would otherwise be owned by the University shall be subject to a license to the University, which will include broad non-exclusive world-wide, royalty free, perpetual, and irrevocable rights to make, license and use such intellectual property in the ordinary course of its teaching, research, scholarship, service, and administrative functions.

Trade Secrets covered by this policy will be subject to 18 U.S.C. § 1832 (as amended by the Defend Trade Secrets Act), as applicable, including immunity from liability for disclosure of a trade secret in the event that the disclosure is either: (1) made in confidence, either directly or indirectly, to a Federal, State, or local government official or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (2) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Subject to this exception, prior to disclosing a trade secret, persons covered by this policy should clarify who owns the trade secret and confirm they have the owner's permission to disclose it.

Trademark Policy

The default rule under this policy is that any trademarks associated with goods or services (including IP, physical goods, or services) shall be owned by the party that owns the underlying rights to the goods or services. For example, if a trademark attaches to a faculty's book publication, then the faculty member would own the trademark because the faculty member would own the book copyright. However, if a trademark is used for a patented invention owned by the University, then the University would own rights in the trademark.

Any trademarks on mixed or uncertain ownership goods and services shall be considered on an ad hoc basis. Any trademark associated with any intellectual property in which the University receives a license under this Policy shall be subject to a license to the University for use in connection with University's exercise of such license rights; provided that, any trademark use guidelines, style sheets and other controls provided by the trademark owner will apply.

Patent Policy

Villanova University recognizes that significant inventions or discoveries have been made and are likely to continue to be made in the normal course of activities at the University. It is deemed to be in the best interest of

the public, the individual inventors, and the University itself that such University - related inventions and discoveries be recognized, disclosed and made available for use under the protections afforded by patent laws in the United States and elsewhere. It is therefore very important that University policy with respect to such inventions and discoveries be set forth. The Villanova University Patent Policy is as follows:

1. The University may negotiate and sign agreements including contracts and grants between external sponsors such as corporations, government agencies or foundations and the University, that specify completely or partially the ownership of patents and inventions created as a result of specific sponsored projects, faculty/staff projects, research/industry projects, collaboration agreements, and certain capstone projects. This category includes ownership requirements that result from a government funding source by operation of law (e.g., laws pertaining to intellectual property, including patents, created using federal funds). All individuals working on under such an agreement shall be notified in advance of the terms of ownership under the agreement for any intellectual property which may be created on behalf of the University while working on the project and will execute appropriate assignments, licenses, or other terms regarding intellectual property rights where required.
2. Any invention or discovery which is conceived or reduced to practice by those covered by this policy, and which is conceived or reduced to practice at least in significant part in the course of employment or engagement by the University, or in the course of any University related academic or research activity of a student, or through the uncompensated use of University facilities or property, or otherwise at University expense or with the aid of funds administered by the University, shall, as between the University and each such inventor, belong exclusively to the University, and shall be governed exclusively by this policy. The University shall be entitled to a prompt and full disclosure of every such invention or discovery, and to an assignment of all right, title and interest therein, including the right to secure patent protection thereon throughout the world.
3. Any invention or discovery which is conceived or reduced to practice by those covered by this policy, but which is not conceived or reduced to practice at least in significant part under any of the circumstances described in paragraph 1 immediately above, shall, as between the University and each such inventor, belong exclusively to the inventor, and shall be outside the scope of this policy; provided, however, that the University shall be entitled to receive prompt notification of every such invention or discovery, including a general description of its nature and function, and a full statement as to the circumstances under which it was conceived or reduced to practice; and provided further, that the University may, in the exercise of its sole discretion, accept a voluntary assignment of any such invention or discovery in which event such invention or discovery shall belong exclusively to the University and thereafter be governed exclusively by this policy.
4. With respect to each invention or discovery which it acquires and retains under this policy, the University shall cause to be made an evaluation as to whether the invention or discovery is likely to qualify for commercially significant patent protection in the United States. On the basis of such evaluation, the University may cause to be filed and prosecuted such applications for patent in the United States, and in countries foreign to the United States, as the University, in the exercise of its sole discretion, may elect.
5. The University in the exercise of its sole discretion and at any time may elect to waive or relinquish and transfer, to the inventor or inventors, any, some or all of the University's rights with respect to any invention or discovery governed by this policy, including without limitation the right to apply for patent on such invention or discovery in one or more countries, and any right under any patent granted on such invention or discovery in one or more countries, in which event any such right or rights so waived or relinquished and transferred shall revert back to and vest in the inventor or inventors and the University shall have no further interest therein; provided, however, and notwithstanding any such waiver or relinquishment and transfer, that in every such case the University shall retain and hold no less than an irrevocable, non-exclusive and royalty-free right and license worldwide, to use, license or practice the invention or discovery that is the subject of the right or rights so waived or relinquished and transferred, and any patent thereon, solely for the University's own purpose; and provided further, that the University may condition any such waiver or relinquishment and transfer, on its being reimbursed in full by the

inventor or inventors for all of the University's prior and related costs and expenses. In cases where the Dean of the applicable College has confirmed that the College has no interest in retaining rights to a particular invention or discovery, the decision to waive the University's rights may be made within a reasonable time by the Provost, acting in consultation with the Vice President and General Counsel.

6. The University undertakes to exercise its ownership over any patent on an invention or discovery which it acquires under this policy, for the good of the public, the University and the inventor or inventors. To this end, the University shall make, or shall cause to be made, efforts which in its sole opinion are reasonable in order to promote the commercial development and utilization in the United States of every invention or discovery which enjoys commercially significant patent protection in the United States, and the University may make such arrangements for the licensing or sale of any invention or discovery patented in the United States or elsewhere as, in the sole opinion of the University, will reasonably serve the interests of the public, the University, and the inventor or inventors. The University, in the exercise of its sole discretion, may take such action as it deems appropriate in order to enforce or defend any patent on an invention or discovery which it acquired under this policy, and any such action, including the conduct and any settlement thereof, shall be subject to the University's exclusive control. The inventor or inventors shall participate in the net patent revenues (i.e., net revenues including royalties from licensing, proceeds from sale, and/or recoveries from enforcement) actually realized by the University from the sale, licensing and/or enforcement of his, her or their patented invention or discovery, such participation to be at a total level, in the aggregate for all inventors and all patents associated with a particular patented invention or discovery and any improvements therein, as follows:
 - 50% of the first \$200,000 of net patent revenues distributed to the inventor(s);
 - 25% of the next \$800,000 of net patent revenues will be distributed to the inventor(s);
 - 15% of the next \$4,000,000 of net patent revenues will be distributed to the inventor(s);
 - and
 - 10% of net patent revenues in excess of a total of \$5,000,000 will be distributed to the inventor(s);or, in the case of inventions which are voluntarily assigned to the University by the inventor or inventors, fifty per cent (50%) of the net patent revenues from such an invention.

Please refer to POLICY/GUIDELINE NAME regarding the internal distribution of revenues among the University, School/College, Department, and/or other entity.

7. Consent to and compliance with this policy by a person affiliated with the University may be deemed by the University to constitute a condition to such affiliation or continued affiliation, as the case may be, and the University may require that such consent by any person affiliated with the University be expressed in writing.
8. Anything contained in this policy to the contrary notwithstanding, the University, in the exercise of its sole discretion and under circumstances it deems appropriate, may enter into an agreement with any person or entity, or pursuant to its prior consent in writing, may permit any person affiliated with the University to enter into an agreement with any entity or other person, containing one or more terms which are at variance with this policy. In any such event, but only to the extent of any such inconsistency, the provisions of this policy shall be subject to the terms of that agreement with respect to any invention or discovery which is conceived or reduced to practice at least in significant part in the performance of that agreement, and which otherwise would be governed by this policy.
9. The President of the University may establish an organization and guidelines and procedures to implement and administer this policy, and shall undertake to have any such guidelines and procedures promulgated to all persons from time to time affiliated with the University.

Copyright Policy

In general, all copyrightable Intellectual Property developed by those covered by this policy is subject to the provisions described below. In order of precedence, copyright ownership of Intellectual Property shall be

specified as follows:

1. **Sponsored Project, Collaboration and Other Agreements.** The University may negotiate and sign agreements including contracts and grants between external sponsors such as corporations, government agencies or foundations and the University, that specify completely or partially the ownership of Intellectual Property created as a result of specific sponsored projects, faculty/staff projects, research/industry projects, collaboration agreements, and certain capstone projects. This category includes ownership requirements that result from a government funding source by operation of law (e.g., laws pertaining to Intellectual Property created using federal funds). All individuals working on under such an agreement shall be notified in advance of the terms of ownership under the agreement for any Intellectual Property which may be created on behalf of the University while working on the project and will execute appropriate assignments, licenses, or other terms regarding intellectual property rights where required.
2. **University Sponsored Works.** The University may initiate and fund specific projects that produce Intellectual Property and shall own the Intellectual Property created as a result of such projects. In particular, the University shall own Intellectual Property created by those covered by this policy who were assigned or employed by the University specifically to produce a particular piece of Intellectual Property, or whose normal employment encompass activities that would lead to the production of intellectual property. The financial terms or other terms of support for University Sponsored Works can vary from project to project.
3. **Electronic Courses.** When a department or college decides to offer a course or program by electronic means (satellite, streaming video, web based text, CD Rom, etc.) for distribution to students on or off campus, it shall normally be undertaken as a University Sponsored Work with the University owning the copyright to the electronic media used to deliver it. Creators of reusable teaching and classroom materials shall retain ownership of such materials in accordance with Section 4(b), below. In certain situations where the University is offering electronic courses, either by itself or in collaboration with a third party, developers (generally faculty members) shall enter into an Online Course Development Agreement that details ownership questions as well as other contract terms. In such situations, the terms of the agreements will govern, provided, however, that any unaddressed ownership issues shall be governed by this policy.
4. **Rights in Academic Works:**
 - a. **Traditional Academic Rights.** Villanova University has historically waived any copyright interest it legally possesses to traditional academic works created by the faculty. Examples include but are not limited to books and articles, works of fiction and nonfiction, poems and dramatic works, musical and choreographic works, and pictorial, graphic, and sculptural works. The University reserves the right to assert its legal interest in such works from time to time.
 - b. **Teaching Materials.** Creators of reusable teaching and classroom materials for Villanova courses, such as class notes and syllabi, curriculum guides, presentations, problem sets, exercise solutions, laboratory manuals etc., shall own these materials unless they are subject to a prior agreement governing their ownership. In all cases such materials shall be subject to a license to the University, which will include broad non-exclusive world-wide, royalty-free, perpetual, and irrevocable rights to use, display, copy, distribute, modify and prepare derivative works of such materials for the ordinary course of its teaching, research, scholarship, service, and administrative functions.
 - c. **Computer Software.** Computer software shall be considered a traditional academic work under this policy. Notwithstanding this treatment, any inventions or discoveries related to such software shall not be considered traditional academic works, and shall be subject to the University's Patent policy. However, the inventor of such invention or discovery shall have a non-exclusive, non-transferable license to use such inventions or discoveries in their own software.
 - i. Computer software shall be subject to a license to the University, which will include broad non-exclusive world-wide, royalty free, perpetual, and irrevocable rights to make and use such intellectual property in the ordinary course of its teaching, research, scholarship, service, and administrative functions.

V. PROCEDURE

The Intellectual Property Policy Board (IPPB) advises the Provost regarding (i) the application, interpretation, implementation and administration of this policy, (ii) the modification or development of policy and procedure and (iii) the resolution of disputes (e.g., concerning ownership of specific intellectual property) that the Provost, in consultation with the IPPB Chair and the Associate or Deputy General Counsel, determines should be submitted to IPPB. The Provost will review proposed amendments to this policy after consulting with the IPPB.

VI. RELATED INFORMATION/FORMS

- Faculty Handbook section on COPYRIGHTS AND COURSEPACKS and USE OF UNIVERSITY'S NAME AND TRADEMARK
- Student Handbook section on COPYRIGHT AND OTHER INTELLECTUAL PROPERTY and COPYRIGHT INFRINGEMENT AND ILLEGAL FILE SHARING
- UNIT Acceptable Use Policy section on Copyright Infringement and Illegal File Sharing COPYRIGHT INFRINGEMENT AND ILLEGAL FILE SHARING

VII. HISTORY

This policy combines and replaces the University's previous separate policies on Patents and Intellectual Property. Investigation and recommendations were made by the Intellectual Property Policy Board and presented to faculty, staff, and students in spring of 2016.

VIII. RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT

Office of the Provost

IX. RESPONSIBLE ADMINISTRATIVE OVERSIGHT

INTELLECTUAL PROPERTY POLICY BOARD

The Intellectual Property Policy Board (IPPB) serves as an advisory committee to the Provost on Intellectual Property issues. The membership of the IPPB consists of the Associate Vice Provost of Research, who serves as chair; an Associate or Deputy General Counsel; the Chief Information Officer or designee; one dean selected by the Provost; one full-time faculty member from each of the colleges of the University; the Executive Director of the Innovation, Creativity, and Entrepreneurship Institute; one undergraduate and one graduate student selected by the IPPB Chair. The Provost shall select the college faculty representatives after consulting with the Committee on Faculty.