

National Louis University
University Policy

National Louis University Policy on Intellectual Property and Confidential Information
AP: 307 (091802)

Approved	Board of Trustees	Date:	March 8, 2017
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EFFECTIVE DATE:

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I. Purpose

The National Louis University Policy on Intellectual Property and Confidential Information (the "Policy ") is intended to meet both the shared and the separate, but complementary, interests of Creators (defined below) and the University, namely:

- A. Ensure clarity in the matters of ownership of Intellectual Property;
- B. Provide an incentive for creative intellectual effort;
- C. Advance knowledge for the public benefit;
- D. Enhance the reputation of the University and its faculty;
- E. Improve the standing of the University in the higher education community;
- F. Promote academic freedom;
- G. Allow Creators to exercise reasonable use of and control over the Intellectual Property they create;
- H. Protect the University against unwarranted competition from colleges, universities, publishers, licensing agents and other like entities;
- I. Assist the Creators and the University to realize tangible benefits from Intellectual Property; and
- J. Encourage further research and creation within the University.

II. General Assumptions and Principles

A significant goal of this Policy is to establish the University's policies regarding Intellectual Property to be comparable to those policies adopted by other institutions of higher learning so that the University can remain competitive in the marketplace. Another goal of this Policy is to balance the desire of and incentive for Creators to explore ideas and develop new Intellectual Property with the legitimate right of the University to benefit from any such efforts. In all cases, all parties are encouraged to consult with each other during the creative process to help ensure that the rights of all parties are protected.

The rights of Creators to publish results of their research shall not be limited or restricted by this Policy, subject to reasonable delays or alterations to preserve and/or protect University Intellectual Property rights to potentially patentable products and to ensure that the University name and trademark are not compromised.

The Policy deliberately does not provide for joint ownership of intellectual property between Creators and the University, but designates ownership wholly to one or the other party, although certain specified rights of use are granted to a party other than the intellectual property owner in this Policy. Generally, absent a written agreement to the contrary, when a Creator owns the Intellectual Property, income will not be shared with the University. Also generally, when the University owns the intellectual property, income will not be shared with the Creator absent a written agreement to the contrary.

Finally, although newer genres such as on-line courses and digital courseware make these issues more urgent than in the past, traditional and technology-based Intellectual Property are treated the same way in this Policy.

This Policy applies to all persons who provide services to the University or use the University's facilities and equipment, including (but not limited to) Employees and Students. Compliance with this policy is required for all such persons as part of the terms of their employment with the University. Further, Creators must comply with all applicable laws and University policies relating to conflicts of interest.

III. Categories of Intellectual Property

A. Traditional Works of Scholarship

- i. The University shall assert no claims to copyright ownership in or distribution of revenue from Traditional Works of Scholarship.
- ii. The University will have the right to free and unlimited use of Traditional Works of Scholarship for academic and administrative purposes, which may include such things as: internal assessments, faculty evaluations, accreditation agency reviews, and/or other functions that allow the University to fulfill its responsibilities.
- iii. While employed by the University or if a Creator leaves the University, he or she hereby grants the University a non-exclusive, royalty-free, worldwide, unlimited license to use scholarly work (including Traditional Works of Scholarship) produced while an employee of the University, unless the Creator has entered into a publishing agreement that precludes such access at all times.

B. University Sponsored Work

- i. The University owns and retains all rights to use and commercialize University Sponsored Work.
- ii. Upon becoming subject to this policy through employment hire, appointment, admission, contract, or use of University resources, Creators will assign and hereby do presently assign all right, title, and interest in University Sponsored Work to the University. The University may choose to forego or modify its ownership of a University Sponsored Work and associated rights, through a written agreement with the Creators of the work.
- iii. In the absence of contractual or legal restrictions to the contrary, and with the exceptions noted below, the University grants Creators who are academic appointees or students, non-exclusive rights to non-commercial use and distribution of University Sponsored Works they have authored. Such Creators who leave the University may continue to use such works at another non-profit institution for teaching, research, and other non-commercial purposes, so long as they abide by the Confidentiality, Patent, and Trademark stipulations of this policy. The rights granted Creators under this subsection shall not extend to the following University Sponsored Works: a) recordings of performances, presentations, talks, or other educational or extracurricular activities by or involving Creators; or b) software authored by Creators.
- iv. If a University Sponsored Work product is marketed for external sale or use, the University shall acknowledge all Creators who have made a substantial contribution,

unless those individuals request otherwise. Creators may request to have their names removed from works.

- v. Copyright in University Sponsored Works is held solely by the University in the sole name of the Trustees of National Louis University.
- vi. Any unit that commissioned University Sponsored Work which is copyrightable and which may have commercial potential, shall report that work to the Chief Financial Officer (CFO) of the University to assess its commercial value and a determine whether the University wishes to manage commercialization of the work and management of the copyright. If the CFO does not deem the work marketable, management responsibilities will be transferred to the Provost's Office to manage the granting of any non-royalty bearing licenses or other agreements pertaining to permissions for use.

C. Externally Funded Works

- i. Externally Funded Works are a special case in which the terms of their respective sponsorship agreements or applicable laws shall take priority over this policy. Externally Funded Works shall be considered University Sponsored Works for all other purposes. Rights in Intellectual Property developed during the course of sponsored research are often determined in accordance with the applicable grant or contract. Therefore, it is the responsibility of each participant to understand and abide by any specific allocation of Intellectual Property rights within a contract or grant.

D. Intellectual Property Subject to Patents

- i. Inventions (and any Patent resulting from such invention) created in whole or in part by a Creator are owned by the University where such inventions: (1) result from research carried on by or under the direction of a University Employee and having all or part of the attendant costs paid for from University funds or funds under the control of or administered by the University; (2) are a direct result of the Creator's duties with the University or in the Course and Scope of Employment with the University; and/or (3) are developed in whole or in part by a Creator through an effort that uses Exceptional University Support.
- ii. The University releases to the Creator ownership of any Patents not within the scope of the above paragraph; however, any such Patents may not be used in activities involving the University without prior written approval of the University.
- iii. The University owns and shall have the sole right to determine the disposition of inventions and any resulting Patents under this Policy, including decisions concerning patent licensing and sale. Determination of those dispositions shall take into account the interests of the University, the public, and the Creator.
- iv. Upon becoming subject to this policy, Creators will assign and hereby do presently assign all right, title, and interest in inventions and any resulting Patents, created during employment by the University, to the University. Creators shall disclose promptly to NLU any potentially inventions and any resulting Patents on forms made

available by NLU's CFO. The CFO shall report all disclosures to the relevant Dean, the Provost and the President.

- v. The office of the CFO shall assess all disclosures submitted to it in a timely fashion, normally within sixty days, to determine whether the University should seek patent protection for the invention. The Creator shall be notified promptly of the results of this assessment.

E. Intellectual Property Subject to Trademarks

- i. The University owns all rights, title and interest, whether registered or unregistered, including all common law rights thereto and all goodwill associated thereof, in Trademarks that relate to any University owned Intellectual Property or relate to a program of education, service, public relations, research, or training by the University.
- ii. The University has the right and obligation to exert sole control over the NATIONAL LOUIS UNIVERSITY name and trademark, as well as other Trademarks owned by the University.
- iii. Employees, Staff, Students, and Creators are required to comply with the National Louis University Graphics Standards Manual (available at: <http://www.nl.edu/identity/>) when using any University owned Trademarks and generally may use University owned Trademarks only with the express written permission of the University.

F. Student Works

- i. Intellectual Property created by a Student as part of the requirements for completing a course, degree, or academic program of the University are the property of the student but are subject to the following provisions and exceptions:
- ii. The Student grants the University a nonexclusive, noncommercial, royalty-free license to mark, modify, publicize, archive, and retain the work as may be required by the faculty, department, or the University.
- iii. The Student does not use the University's name in any commercial context involving the Intellectual Property without written consent of the Chief Academic Officer.
- iv. If the Student is employed by the University and the work falls within the scope of their employment, then the University, or the Faculty member in cases where the student is hired specifically to work on a project for which a faculty member holds the intellectual property rights, (and not the Student) owns the Intellectual Property rights of the work.
- v. If the Student receives Exceptional University Support for the creation of the work, the University (and not the Student) owns the Intellectual Property rights of the work.
- vi. If the Student participates in a sponsored project or consents to a special intellectual Property agreement and the work falls within the scope of the project or agreement, then the Student is bound by the written agreement governing the allocation of Intellectual Property rights of the work.

IV. General Policy Features

A. Confidential Information

- i. Employees shall not disclose, permit access to, publish or otherwise reveal any Confidential Information owned by the University to any other party (including, but not limited to, consultants, contractors, vendors, and suppliers of Employee or University) whatsoever, except with the specific prior written authorization of the University. The provisions of this paragraph shall apply during and after the period when an Employee is employed by or otherwise associated with the University.
- ii. The Creator has the responsibility to not disclose any Confidential Information and has the responsibility to prevent unauthorized disclosure of Intellectual Property. The Creator shall appropriately delay public disclosure of Intellectual Property to comply with the Creator's obligations to the University. Such delay is intended to provide the University with sufficient time to complete an internal review process and opportunity to protect the Intellectual Property.

B. Supporting Evidence for University Owned Patents, Copyrights, and Trademarked materials

- i. Patents, Copyrights, and Trademarked materials owned by the University sometimes depend upon data, analyses, writings or other research that led to but are not part of the actual intellectual property. In such cases, the Creator shall grant the University the right to access and use any data, analyses, writings or other research related materials commonly accepted in the research and scholarly communities as necessary to validate research findings related to University supported research and related patents, copyrights, and trademarked materials. (See Appendix 2 for a full version of the NLU Copyright Policy).

C. Consortia

- i. Consortium agreements involve multiple sponsors, and often multiple Creators. Intellectual Property rights under such agreements must be carefully structured to comply with this Policy and may not be made in contravention of any provision of the Policy, without Prior Written Consent of the University.

D. Contracts and Agreements

- i. There may be occasions when a written supplemental agreement is extended by the University to a Creator, or a written contract is extended by the University to an external entity, for work that results in the creation of Intellectual Property. In such cases, the Intellectual Property created pursuant to the agreement will (in the absence of a contemporaneous or subsequent writing to the contrary) be owned by the University (please see model agreement language in Appendix 3). The University may relinquish its ownership of such contracted Intellectual Property only by written provision in the agreement or an amendment thereto. Unless otherwise specified in the agreement or subsequent amendment, the University will retain all income from the sale, license, or other commercialization of such contracted Intellectual Property.

- ii. This provision shall not govern any agreements between a Creator and a party other than the University (unless the University is also a party to that same agreement). However, with the exception of agreements related to Traditional Works of Scholarship, the Creator must notify the University in writing and in advance of any such agreements, to the extent they relate to Intellectual Property.

V. Implementation and Dispute Resolution

A. Duty to Disclose

- i. Creators of Intellectual Property that falls into Category III, Sections B or C (University Sponsored or Externally Funded Works) that they believe may have commercial value, shall promptly communicate and disclose in writing all such Intellectual Property to the NLU Office of the Provost and the CFO for review. All Intellectual Property and Confidential Information must be disclosed to the University prior to any third party and/or public disclosure, including, but not limited to, disclosure at non-University lectures, conferences, or consulting projects. Creators may not independently pursue commercial use of that property unless the University has reviewed the property and, in writing, has chosen to grant the Creator sole right to commercialization (generally in cases where the University has decided not to pursue commercialization).
- ii. All Creators of Intellectual Property that may fall into Category III, Sections D or E (Patentable Property or Property Subject or Trademark) above shall promptly communicate and disclose in writing all such Intellectual Property to the University by disclosing the information to the Office of the Provost and the CFO for review. All Intellectual Property and Confidential Information must be disclosed to the University prior to any third party and/or public disclosure, including, but not limited to, disclosure at non-University lectures, conferences, or consulting projects.
- iii. After disclosure of the Intellectual Property, the University shall determine whether to file a patent application, a trademark application, or a copyright registration application, or to maintain such property or information as a Trade Secret or Confidential Information. The University will determine who is to prepare, submit and prosecute any applications and related matters.

B. Implementation Process

- i. This policy is to be implemented so as to avoid infringement on academic freedom or restrictions on the ability of researchers to publish and present the results of their research.
- ii. To facilitate the implementation of this Policy, the offices of the CFO and the Provost shall prepare and distribute, within the University, model agreements and recommended procedures appropriate for the implementation of the provisions of this Policy, including forms for use in notification of creation of intellectual property. Further, these offices shall endeavor to provide resources to guide Creators in Intellectual Property matters.

- iii. Creators shall cooperate fully with the University both during and after the term of employment or other association with the University, including, without limitation, the review, execution, and delivery of any such assignments, declarations, patent applications, powers of attorney and other documents as the University may deem necessary to secure, enforce, defend and maintain rights in said Intellectual Property in any and all countries.
- iv. This policy shall not preclude the President and the Creator(s) from executing a written agreement to modify the terms of ownership and/or distribution of revenues. However, all exceptions to the terms of this policy shall require written consent of the President, after consultation with any directly affected units/colleges, and the Creator(s). Individual agreements among parties concerning the distribution and relinquishing of rights or revenues are not exceptions to this policy.
- v. Written agreements related to revenue distributions, licenses, and exceptions that were executed prior to the effective date of this policy shall not be affected by this policy.
- vi. This policy takes effect on March 9, 2017 and replaces the intellectual property policy adopted by the Board of Trustees and made effective on March 2, 2012. For Copyrightable Intellectual Property, the effective date shall be determined as the date of the creation of the work in its final form. For inventions and any resulting Patents, the effective dates shall be determined as the date that the work was or should have been disclosed as required by this policy.

C. Dispute Resolution

- i. All appeals of decisions of the University under this policy will be referred to an Intellectual Property Committee, which shall meet as necessary and shall consist of:
 - a. A faculty member from each college and from Library and Learning Support. These members will be appointed for a three-year term by the Faculty Senate Executive Committee and will meet on an “as needed” basis.
 - b. A designee appointed by the Provost.
 - c. A designee appointed by the CFO.
- ii. Creators may appeal actions or decisions of the University within thirty (30) days after the action or decision, unless good cause is shown for delay. The Committee shall make a decision within sixty (60) days of the appeal. The University or the Creators may appeal the Committee’s decision to the President, whose decision will be final. The President shall inform the Intellectual Property Committee of her/his decision and explain the basis for the decision, if it overturns the Committee finding.

APPENDIX 1: Full Definitions and Terms Utilized in this Policy

A. Confidential Information

“Confidential Information” means information concerning the University’s operations, activities, business affairs, employees, students, customers, vendors and suppliers which is not readily accessible to the general public and any other information which is private to the

University, has not been released to the public, and/or would not be in the best interest of the University if disclosed to competitors or others. Confidential Information includes all Trade Secrets, unpublished material and information developed by an Employee, either alone or in concert with other Employees, in the Course and Scope of Employment, other unpublished Intellectual Property, and other information as deemed confidential by the University, whether orally or in writing.

Outside consulting may be performed by University Employees subject to University policies. The obligations of this Policy take precedence over the Employee's obligations to the consulting entity. University-owned Intellectual Property shall not be transferred by an Employee through a consulting agreement with a third party unless previously authorized in writing by the University. Transfers in violation of this paragraph shall be void and unenforceable.

Notwithstanding the foregoing and in compliance with the Defend Trade Secrets Act of 2016 (the "DTSA") (codified at 18 U.S.C. § 1833), all confidentiality obligations of this agreement are limited by the DTSA's section titled "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing" found at 18 U.S.C. § 1833(b).

B. Copyright

"Copyright" means any copyright, whether or not registered and whether domestic, foreign, or international, and registrations and applications for registration thereof, including all common law rights thereto, the right to make derivative works, and all other associated statutory rights. Under federal copyright law, copyright protects "original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of machine or device " (17 U.S.C. § 102). Copyright protection exists from the moment of creation of the work. Although registration is not required to perfect rights in a copyright, obtaining a registration may significantly increase and aid in the recovery of damages against an infringer and is required to initiate a lawsuit.

The following categories of materials, whether published or unpublished, may be subject to copyright protection:

1. Literary works, such as books, journal articles, textbooks, dissertations, essays, monographs, laboratory manuals, written lectures or lecture outlines, computer programs (code), bibliographies, study guides, glossaries, surveys, and unpublished manuscripts;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;

5. Motion pictures and other audiovisual works, such as films, video-tapes, videodiscs or multimedia works, filmstrips, charts, transparencies and other visual aids;
6. Live or recorded digital, video and audio broadcasts;
7. Programmed instruction materials, such as web-based or software tutorials and multimedia instructional materials;
8. Drawings, paintings, sculptures, photographs and other pictorial, graphic and sculptural works of art;
9. Sound recordings, such as audiotapes, audio cassettes, digital sound files, phonorecords or compact discs; and
10. Architectural works, including blueprints and design documentation.

C. Course and Scope of Employment

“Course and Scope of Employment” means any activity that is listed or described in the Employee’s job description or is within the Employee’s field of employment. Course and Scope of Employment includes activities such as research, instruction, curricular design, and other assigned activities.

D. Creator

A "Creator" means any Employee who creates any Intellectual Property in the Course and Scope of Employment and/or in affiliation with the University.

E. Employee

“Employee” means tenured faculty, non-tenured faculty, adjunct faculty, visiting faculty, Staff, administrators, visiting and non-visiting researchers, visiting and non-visiting principle investigators, independent contractors, consultants, advisors, students paid by the University, and any others who are paid by the University, who provide services to the University, and/or who use the University’s facilities and equipment.

F. Exceptional University Support

Exceptional University Support is financial or other support for research and teaching activities that exceeds the norm for a faculty member or student’s research or for teaching in his or her field or department. Examples of Exceptional University Support include, but are not limited to:

- use of research funding (with the exceptions listed below) ,
- use of funding allocated for curriculum development,
- use of University paid time or Employees, including the assistance of Staff, or
- use of University telecommunication services beyond ordinary telephone services.

Exceptional Support does not include:

- Ordinary university services, clerical, or administrative support,
- Ordinarily provided supplies, equipment, software platforms or servers,
- Sabbatical funding,
- Internally awarded teaching or research grants,
- Funding associated with an endowed chair appointment,
- Teaching assignments that involve enhanced technology or resource use, or
- Basic and widely available professional development.

G. Externally Funded Work

Externally Funded Works are works resulting from funds given to the University by external sources. These works are usually in the form of grants and contracts.

H. Intellectual Property

"Intellectual Property" means all forms of intellectual property, whether domestic (state and federal), foreign, or international, including any Trademarks, Copyrights, Patents, Trade Secrets and other Confidential Information, or other similar proprietary right, as further defined below, together with any associated or supporting goodwill, technology, or know-how, including research tools, prototypes, and records used to produce the intellectual property.

I. Intellectual Property Committee

The "Intellectual Property Committee" is the body designated to consider all appeals of decisions made by the University under this policy.

J. Outside Consulting

Outside consulting may be performed by University Employees subject to University policies. The obligations of this Policy take precedence over the Employee's obligations to the consulting entity. University-owned Intellectual Property shall not be transferred by an Employee through a consulting agreement with a third party unless previously authorized in writing by the University. Transfers in violation of this paragraph shall be void and unenforceable.

K. Patent

"Patent" means all utility patents, utility patent applications, utility models, utility model applications, design patents, design patent applications, statutory invention registrations, and any and all comparable variations throughout the world including continuations, continuations-in part, continued prosecution, requests-for-continued-examination, divisions, provisional and non-provisional applications, any and all patents (whether domestic, foreign, or international) to issue from any of the foregoing or any post-grant review, reexaminations, reissues, renewals, and extensions, and patent disclosures and inventions (whether patentable

or not, whether reduced to practice or not, and whether patented or not). The Patent Act provides that in order to be patentable, an invention must:

1. Constitute a new and useful process, machine, manufacture or composition of matter, or any new or useful improvement thereof (35 U.S.C. § 101);
2. Possess novelty with relation to "prior art, " meaning that, among other things, the invention must not have been known, used, disclosed or described by others before invention by the patent applicant (35 U.S.C. § 102); and
3. Be a non-obvious improvement over the prior art. This determination is made by deciding whether the invention sought to be patented would have been obvious "to one of ordinary skill in the art. " In other words, the invention is compared to the prior art and a determination is made whether the differences in the new invention would have been obvious to a person having ordinary skill in the type of technology used in the invention (35 U.S.C. § 103).

Rights in an issued United States patent do not vest until the United States Patent Office issues the patent.

L. Prior Written Consent

Prior Written Consent is provided only by the President, Provost, or Chief Financial Officer of the University and requires the signature of one or more of those individuals. In instances within the policy where a specific individual is referenced for written consent, the signature of that specific individual is required.

M. Staff

"Staff" means all non-faculty and non-administration employees of the University.

N. Student

"Student" means a person who is/was registered or enrolled in one or more graduate and/or undergraduate classes at the University and who is/was not an Employee at the time the Intellectual Property was created.

O. Trade Secret

"Trade Secret" means any Confidential Information, proprietary information, and know-how, including, without limitation, ideas, formulas, compositions, research and development information, drawings, specifications, designs, plans, proposals, technical data, and unpublished manuscripts and other unpublished Copyrights belonging to the University, including unpublished patent applications.

P. Trademark

“Trademark” means any trademark, service mark, trade dress, trade name, internet domain name, brand name, logo, corporate name, slogan, or any other indicia of source of origin, whether or not registered and whether domestic, foreign, or international, and registrations and applications for registration thereof, including all common law rights thereto and all goodwill associated thereof. Trademarks are distinctive words, designs, sounds and other indicia that providers of goods and services use to distinguish and identify the origin of their goods or services. In addition to the examples provided above, other examples of Trademarks include insignias, brand names, taglines, distinctive and unique packaging, color combinations, product designs, and combinations thereof. It is possible to receive trademark protection for a mark that is not on its face distinct or unique, but that has developed secondary meaning over time that identifies it uniquely with the mark owner. Within this country, Trademarks can be registered at the federal and state level, although Trademarks also can be protected as soon as they are used even if no registration is obtained ("common law trademarks "). The owner of a trademark has the exclusive right to use it on the product or service it was intended to identify, and often can be used on related products or services.

Q. Traditional Works of Scholarship

“Traditional Works of Scholarship” include published or unpublished scholarly writing such as journal articles, book chapters, books, theses, dissertations, conference presentations, conference papers, plays, poetry, fiction, films, music, and research monographs. Curricula developed by employees for use by the University are not considered to be traditional works of scholarship. All such curricular products are owned exclusively by the University. Informal materials developed by a faculty member for use exclusively in a single section of a course such as quizzes, PowerPoint presentations, or special assignments will be considered to be the property of the Creator. The Creator hereby grants the University a non-exclusive, royalty-free, worldwide, unlimited license to use such materials.

R. University

"University" means National Louis University.

S. University Sponsored Work

“University Sponsored Work” refers to any work that:

1. has been commissioned by the University;
2. has been created as a part of employee assigned duties (with the exception of Traditional Works of Scholarship);
3. has been created by University employees who are not academic appointees;
4. has been developed with Exceptional University Support; or
5. is Externally Funded Work.

APPENDIX 2: Copyright Policy

A. Ownership and Rights of Use

As a matter of University policy, there is no joint ownership of a Copyright between the Creator and the University, and only one party is designated as the named copyright owner. Ownership is assigned either wholly to the Creator or the University, although certain specified rights of use are granted to a party other than the copyright owner in this Policy.

Ownership of a Copyright under this Policy is unrelated to use or provision of resources or the locus of initiation of creation. Instead, ownership is determined by the nature of the Copyright itself.

This Policy distinguishes between those properties owned by the University and the Creator(s) as follows:

1. Subject to the stipulations of the Intellectual Property policy above, Creators own the copyright to various works including but not limited to: traditional products of scholarship such as books, articles, art works, music, and plays and non-employee Student Works. Subject to the stipulations of the Intellectual Property policy above, a Creator is the owner of any Copyright that was never part of the University's curriculum offerings, research offerings, or other products and services or that was created prior to the first date of the Creator's employment or affiliation with the University. However, Creators are encouraged to offer such properties to the University prior to offering them to other entities.
2. The University owns the copyright to courses, programs, University course outlines, instructor guides, instructional materials, institutional reports, surveys and other research materials, and other works related to products and/or services offered by or through the University or any of its Centers (Reading Recovery Center, McCormick Center for Early Childhood Leadership, etc.). Instructional materials include but are not limited to: syllabi, test questions, assignments, handouts, lecture notes, on-line courseware and content, and guidelines for on-line discussion and cases. The University grants permission to Creators to use instructional materials for the purposes of teaching and scholarship (intellectual pursuits). When a course or program is initiated with the mutual knowledge and approval of the Creator(s) and the University, the parties must agree upon a clear process of timelines and deliverables. Any instructional materials delivered in this process may be used by the University for any purpose.

Subject to the stipulations of the Intellectual Property policy above, any Creator will have the right to use his or her individual contributions to University-owned Copyrights in teaching courses at the University. For other activities, such as preparing textbooks, articles,

conference presentations, consulting projects, and other scholarly works or professional activities, the Creator must inform the University of his or her intent to use University-owned Copyrights and receive written approval from the University prior to outside use. Materials that have been made public (e.g. published on University website, marketing materials, etc.) do not require written approval prior to use in traditional forms of scholarship, absent a written agreement to the contrary.

All University-owned Copyrights shall be marked as follows: "Copyright 'Year' National Louis University. All Rights Reserved."

B. Copyrights: Staff

Any Copyright created wholly by Staff in the Course and Scope of Employment are considered work-for-hire and as such are owned by the University. Upon request of the University, Employees, Creators, and Staff shall acknowledge in writing the work-for-hire nature of a Copyright.

All Staff work that supports a Creator's creation of a Copyright is considered a resource provided by the University to the Creator. Therefore, Staff do not share in any revenues disbursed to Creators.

All University-owned Copyrights shall be marked as follows: "Copyright 'Year' National Louis University. All Rights Reserved."

C. Copyrights: Credit

The University shall endeavor, where possible, to designate a Creator with full credit as an author on all copies of University-owned Intellectual Property used by University. A Creator has the right to request removal his or her name from any such copies by notifying the Provost.

D. Copyrights: Rights to Modify, Sell and License

The University may choose to revise, alter or modify any University-owned Copyright, at its sole discretion. In instances of significant modification to a University-owned Copyright, the University will endeavor to notify the Creator(s), where practical, of its desire to modify the University-owned Copyright and offer the Creator(s) an opportunity to participate in such modifications. The University retains the ultimate discretion on whether or not to make any modifications and the nature of the modifications.

APPENDIX 3: Model Agreement Language

I am being hired to create works embodying Intellectual Property. I have read and understand the National Louis University Policy on Intellectual Property and Confidential Information. I understand that any Intellectual Property I will create within the scope of this written agreement is work-for-hire, and all rights in such Intellectual Property will belong to the University, or in the event my contribution is found not to constitute a work-for-hire, I shall and hereby do assign any and all right, title, and interest that I may have in the Intellectual Property to the University.