Intellectual Property Policy

Purpose:

Scholarly activities in a university setting create Intellectual Properties (IPs). IPs include research papers, books, software programs, new inventions, journal articles, etc.

While many IPs are best disseminated by publication and placing in the public domain, there are a significant number that are most effectively handled by protection under the IP laws (i.e., patenting and copyright) and licensing (or other transfer) to private sector entities, with attendant financial considerations.

This policy is intended to establish the reasoning and mechanisms to (1) establish ownership criteria and resolve ownership questions, if such arise, (2) define the responsibilities, rights, and privileges of those involved, and (3) develop basic guidelines for the administration of the IP Policy.

This policy applies to all employees, students, and all other persons or entities using university resources pursuant to the policy.

Policy:

The Grants Committee, as established with one individual from each College/School shall have the following authority and responsibility with respect to Intellectual Property:

A. Review and recommend University policy and policy changes dealing with IP to the Executive Management.
B. To review all disputed invention disclosures submitted by faculty, staff, and/or students for:
   1. Complete and appropriate disclosure of individuals involved in the invention and/or creation of the IP.
   2. Confirm the determination of IP ownership by all parties involved
   3. Examination and recommendation to the Executive Management for disposition of (1) and/or (2) above, in those cases where a dispute remains.
C. To make recommendations to the Executive Management for the sharing of royalties between the University and the authors or inventor(s) of IP owned by the University.
D. To promulgate such guidelines and procedures as may be necessary for the implementation of this Policy.

Much of the work defined above will be addressed through the normal business of the full committee. However, it may be prudent in the review of certain disputed invention disclosures to have a subgroup of the committee to more fully consider all necessary aspects of the dispute. This shall be the role a subgroup, which will be composed of three at-large members of the Grants
Committee and be chaired by the Grants Administrator. This group shall meet as needed with the following agenda:

1. Review all disclosures submitted that have ownership in dispute.
2. Confirm University ownership as necessary for those disclosures in which originator(s) have indicated Liberty University ownership.
3. Review disputes involving sponsor ownership/rights.
4. Review, discuss, and reach preliminary conclusions on ownership disputes and forward recommendations to the full Grants Committee.

This section outlines the criteria to be used by the Grants Committee and its working groups in the deliberations, findings, and recommendations. To the extent that individual questions are not specifically addressed, these guidelines will, at the least, give a general indication of intent, and will allow for proper interpretation.

A. Ownership of IP

For purposes of this policy creations are divided into two groups:

1. The traditional results of research, i.e., textbooks, literary works, artistic creations, and artifacts.
2. The novel results of research such as products, processes, machines, software, biological technology, etc.

Intellectual Properties in the traditional group are considered to make their full contribution to the University’s benefit by their creation and by continued use by the University in teaching, further development, and enhancement of the University’s academic stature; the presumption of ownership is to the author(s). Thus, unless there is explicit evidence that the work was specifically commissioned by the University, the IP rights remain with the author(s) and the University rights are limited to free (no cost) use in teaching, research, extension, etc. in perpetuity.

In the novel group, as a condition of employment or other involvement in research and/or related activities using University resources, the ownership is to the University (with the originator having a right to share in the benefits derived therefrom in accord with University sharing guidelines) Thus unless there is convincing and explicit evidence that the IP was developed without the use of University resources and/or facilities (which may include but is not limited to any of the following: use of equipment, lab or office space, University time of originator and/or personnel under his/her control, funds supplied by the University and/or funds originating from sponsored research projects and/or donations to University/affiliated companies, etc.), ownership of the IP rests with the University and the originator(s) do hereby assign ownership, right, title, and interest in any IP, discovery, or invention to the University.

Within the above general guidelines, the following situations are more specifically defined:
1. Ownership of IP developed by students: The University will not generally claim ownership of IP created by students. However, in the matter of course generated IP, including courses for research or independent credit, the student(s) shall have ownership only if they made use of resources that are a) made available by the College/Department administering the University course to all students enrolled in the course; and b) provided to all students enrolled in the course for academic credit when there are no pre-existing obligations for the University in connection with such course generated intellectual property, and/or the student(s) are not paid by the University in the scope of such course.

A student may choose to assign the ownership right in IP to the University if all parties agree to such a transfer.

If students develop IP in their capacity as employees, such IP shall be governed as set forth above and ownership is automatically vested in the University, including novel results of research in which the originator(s) do hereby assign ownership, right, title, and interest in any IP, discovery, or invention to the University.

2. In the event the following condition(s) apply, visiting scholars and volunteers do hereby assign any IP rights to the University when:
   (a) working on a research project funded by Liberty University or an entity outside of Liberty University sponsoring the research through Liberty University from which the IP was created; or,
   (b) employed or receiving payment from Liberty University related to a project from which the IP was created; or,
   (c) University resources not available to the public are used in the creation of the IP.

3. Sponsor Rights: In the case in which an IP is generated as a result of research funded by a private sector company under a sponsored research project, the IP rights of the sponsor as defined in the applicable clauses ("Patents & Copyrights," "Intellectual Properties," "Inventions," etc.) of the Sponsored Research Agreement (as approved by the Vice Provost for Research or their designee and signed by an authorized officer of the University) shall take precedence over the rights of the University/inventor(s). Any residual rights not accruing to the sponsor shall be as defined in the general guidelines above.

4. Federal Agency Rights: Research projects sponsored by an agency of the federal government have statutory IP rights that are limited (in almost all cases) to a non-exclusive non-transferrable royalty-free license to any patent generated by the research, provided the inventor(s)/University advise the agency in a timely manner of their intent to retain their rights and provide for legal protection (i.e. patenting). It is the responsibility of the researcher to advise the agency of the creation of the IP and (with the assistance of the Grants Administration Office) advise of the protection steps being undertaken. The residual rights not belonging to the sponsoring agency shall be as defined in the general guidelines above.
5. Joint Inventorship: For IPs generated by a team of inventors in which one or more are not members of the faculty/staff/supported students, each inventor is usually entitled (by law) to shared ownership of the entire right. The University's claim to the shares of University-associated inventors will be as outlined in these guidelines. Ownership of outside inventors will vest in them or their assignees.

6. Special Situations: In the event that an IP ownership situation arises which is not addressed in either the general or specific guidelines outlined above, the Grants Committee, or one of its working groups, shall make a recommendation based on the spirit of the guidelines. A record of the rationale used to arrive at their recommendation shall be kept and used as a precedent for the handling of future special situations if applicable.

7. Commissioned Works: There are times when the University will choose to enter into a contractual arrangement to commission a specific work or undertaking. The University, as the commissioning party, may be expected to maintain certain rights of third parties. These rights are negotiable on a case by case basis, but generally the University expects, at a minimum:

a) Exclusive right to give premiere performances of the commissioned work; and,  
b) Exclusive performance rights for a limited period of time; and,  
c) Exclusive right to give premieres in other venues; and,  
d) Right to make the first commercial recording of the work; and,  
e) The right to be credited as the commissioner of the work in published editions, recordings, and programs for all future performances; and,  
f) The nonexclusive right to use the commissioned work, without cost, in teaching, research, outreach, etc., in perpetuity.