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Document Review Log

Date Reviewed	Description of Changes
Intellectual Property Policy	Initial Draft finalized 2/20/23

Purpose and Scope

I. The importance of intellectual property to modern society cannot be overstated. Copyrights, patents and trademarks have become necessary and valuable assets in virtually every aspect of modern life. The Internet, itself a form of intellectual property, has accelerated the development and importance of intellectual property.

This Policy is intended to address the need of Alvernia University, including the O’Pake Institute, (the “University”) to address issues related to the use and development of intellectual property at the University, its ownership and the respect that the University expects its faculty, staff and students to afford to the intellectual property of the University and of others.

- II. Applicability & Scope:
- a. Applicability: This Policy applies to all intellectual property (as defined herein) – referred to as “IP” developed or used at the University by Covered Persons (and specified other persons).
 - b. Scope: This Policy specifies the rights and obligations of the University’s faculty, staff and students in respect of all types of Intellectual Property (as define below), in all forms and formats, whether in existence today or later created, including, but not limited to, Copyrights, Inventions and Patents, Trademarks, Trade Secrets and Websites and Domains, all as defined in this Policy and, generally, by the laws of the United States. Clients of the O’Pake Institute are governed by a client services agreement and this policy does not apply to such project. In the case that students, faculty, or staff are working on a project with an internal or external partner with an O’Pake Institute Client Services Agreement (“O’Pake Clients”), such Client Services Agreement will specify the particular IP guidelines for that arrangement in addition to general agreement signed by faculty, students, or staff involved with the O’Pake Institute.

III. GUIDING PRINCIPLES

Alvernia University will interpret this Policy recognizing the following guiding principles:

- a. The faculty, administration, and the Board of Trustees at Alvernia University believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for Alvernia University and its learning communities reasonable access to, and use of, the intellectual property for whose creation the University has provided assistance.
- b. The University, in adopting and enforcing this Policy, will endeavor to recognize and protect the interests of its faculty, staff and students in and to their IP.
- c. The University, in adopting and implementing this Policy, will consider the policies in general use by other similar institutions so as to compare favorably to them.
- d. The University will communicate to faculty, staff, and students their obligation to recognize the IP rights of others and the need to seek required permissions and compensate IP owners for its use.
- e. The University will consider the wishes of those who create or develop IP, including faculty, staff and students, when deciding upon the appropriate use and commercialization, if any, of that IP.
- f. To the extent of any conflict between the foregoing guiding principles and specific provisions set forth in this Policy, the specific provisions of this Policy shall prevail.

Responsibilities

Title or Role	Definition and What They are Responsible For
Intellectual Property Policy and Rights Committee	Maintains and enforces this policy. Receives exceptions to the policy. Amendments are made by IPPR Committee in consultation with the University's staff and faculty councils.
Senior Leadership Policy Committee	Serves as final approval for policy and assists with reviewing exceptions to the policy.

Policy

IV. DEFINITIONS

As used in this Policy, the following terms shall have the following meanings:

- a. Collaborators. Two or more Covered Persons (as defined below) who share in the creation of IP. In the case of more than one creator, fractional shares will be mutually agreed upon in writing before undertaking the collaboration to the extent possible. If parties outside the community are involved in the creation of IP that requires deliberate determination, then distribution of IP Rights between all parties should be agreed prior to or as part of the disclosure process.
- b. Covered Persons. Unless otherwise defined for use in a specific section below, members of the University's faculty, staff and students directly involved in teaching or research but excluding O'Pake Clients or other external parties whose relationship with the University is governed by written contracts between those third parties and the University.
- c. Copyrightable Material. Copyrightable Material is an "original work of authorship" fixed in a tangible medium. Copyrightable Material may be in written, electronic, graphic, audio, visual, audio-visual or in any then-existing formats.
- d. Copyrights. A copyright is a form of protection granted under federal copyright law to authors of "original works of authorship." Original works of authorship include, but are not limited to, literary works (including computer programs), scholarly works, dramatic works (including any accompanying music), musical works (including any accompanying words), pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audiovisual works, sound recordings, and artistic and other forms of intellectual works. Holders of Registered Copyrights may restrict use by others of the copyrighted work, in a number of ways defined by current U.S. Copyright Law, as amended.
- e. Creator. Covered Persons and Collaborators, if any, who develop IP which is subject to this policy.
- f. Director. The Director of the O'Pake Institute.
- g. Domains. Uniform Resources Locators that function as Internet addresses either through direct access to Websites or through pointers or links.
- h. Faculty. For the purpose of this Policy personnel engaged in teaching, research and/or scholarship at the University, whether full-time or part-time employees, temporary or permanent, or personnel retained by contract or other arrangement granting them access to the University and/or its resources are "Faculty."
- i. Grants. Funding or other resources provided by a governmental or a private source awarded to the University as a grant recipient for a specific project or purpose or subject to certain terms and conditions.
- j. Intellectual Property or IP. Intellectual Property is a work, invention or convention resulting from human creativity in which the laws of the United States may grant rights to the creator or another person authorized by the creator. IP can include intangible personal property as well as tangible research property such as biological materials and inventions. The most common forms of IP are Copyrights, Inventions and Patents, Trademarks and Trade Secrets.

- k. Inventions. An invention is a new or useful process, machine, method of manufacture or composition of matter, or any new and useful improvement thereof.
- l. Intellectual Property Policy and Rights Committee. An institutional committee of the University whose membership is defined in the Faculty Handbook, as amended.
- m. IP Rights. The legally cognizable rights of a person or persons in and to IP.
- n. Non-Professionals. Non-Professionals are employees, contractors and other persons who are not Faculty, Staff or Students.
- o. Normal Support: Normal support is that support, both financial and technical, provided by the University to Faculty, Staff, and Students within the scope of their employment and in pursuit of their work. For Faculty, this includes the Faculty's work in the areas of teaching, scholarship and service. This support consists of those things considered faculty benefits, such as the use of a University provided computer, facilities, office, Development and Research support, individual allotments, and programs meant to encourage faculty scholarship including internal grants and scholarship support. Normal Support does not include computer use consisting of access to specialized databases or software programs beyond those normally provided to Faculty, Staff, and Students.
- p. Patents. A Patent is a grant by the U.S. government or foreign government, acting through a Patent Office, of a property right to a qualifying Invention. A Patent, once granted, gives the holder the right to exclude others from making, using, selling or importing the invention for a certain number of years. Design Patents protect qualifying ornamental designs and Plant Patents protect some invented plant varieties.
- q. Patent Rights. Patent Rights are the right to: (a) seek, obtain, maintain and transfer Patents related to such Inventions; (b) practice, make, manufacture, market and sell, import and export, and otherwise exploit all rights in and to the Patents; (c) to enforce the Patents, including, but not limited to, the right to collect and retain damages for violations of the Patents; and (d) challenge a Patent or Patent application of another person in the same or similar Invention or for other cause.
- r. Provost. As used herein, references to the Provost shall mean the then-current Provost of the University (or person serving as the head of the academic unit of the University if the term Provost is not used) or such person or persons as the then-current Provost shall designate to take such action.
- s. Scholarly Works. Scholarly works are works authored by Covered Persons as part of, or in conjunction with, their responsibilities, if any, in teaching, research, or scholarship. Common examples of Scholarly Works include: course materials, lecture notes and recordings, case examples or case studies, syllabi, textbooks, class notes, works of fiction and nonfiction, novels, journal articles, research proposals, scholarly papers, student theses and student doctoral research, poems, lyrics, musical compositions and

recordings, choreographic works, dramatic works and performances, architectural drawings, software, visual works of art, and other artistic creations, among other, regardless of the medium in which those works are fixed or disseminated.

- t. **Significant Use of University Resources.** Alvernia University resources are to be used solely for University purposes and not for personal gain or personal commercial advantage, nor for any other non-University purposes. Significant use exists when resources are provided beyond the customary professional, technological and technical support supplied by the University and extended to Covered Persons for development of a project or program. Therefore, if Alvernia University resources were the enabling factor or substantially contributed to the creation of a work or invention beyond Normal Support (see above), then such use constitutes Significant Use of University Resources. By way of illustration, if participation of students directly, or indirectly through use and feedback, substantively influences development of such works, then such participation constitutes Significant Use of University Resources. Some examples of Significant Uses of University Resources include, but are not limited to, the following, subject to the exclusions set forth in the definition of Normal Support: use of research or other funding to create the Intellectual Property; assistance of support Staff in creating the Intellectual Property; and use of University Facilities, including laboratory equipment or instrumentation, to create the Intellectual Property. By way of further explanation, Significant Use of University Resources excludes incidental or minimal use of University resources, such as University facilities that are available without charge to the public or use of resources or facilities where fees for such use (excluding tuition) have been paid. If the creator of Intellectual Property makes significant use of the services or facilities of the University to create any work, including Scholarly Works, he or she should disclose the work to the Director and the Provost.
- u. **Staff.** For the purpose of this Policy, personnel who are not Faculty but who are employed by the University, whether full-time or part-time employees, temporary or permanent, or personnel engaged under contract or other arrangement granting them access to the University Resources are “Staff.”
- v. **Standard Copyright License.** A Standard Copyright License shall be a non-exclusive, worldwide, perpetual, non-royalty-bearing license granted to the University to use the Copyrighted Material.
- w. **Standard Patent License:** A Standard Patent License shall be a non-exclusive, worldwide, perpetual, non-royalty-bearing license granted to the University to: (i) make, practice, use, manufacture, market, sell, transport, import and export and otherwise exploit the Invention and all related Patents and Patent Rights; (ii) file applications for and secure Patents and otherwise exercise Patent Rights in Inventions if the Creators fail or refuse to do so; and (iii) authorize others to make, practice, use, manufacture, market,

sell, transport, import and export and otherwise exploit the Invention and all related Patents and Patent applications anywhere in the world.

- x. Students. Student means those persons enrolled at the University on a full-time, part-time or other basis, whether or not matriculating, who are neither Faculty nor Staff.
- y. Trademarks. A trademark is a word, symbol, design, phrase, or combination thereof, used to identify and distinguish the source or sponsor of goods or services. A type of trademark is a service mark which is a word, symbol, design, phrase, or combination thereof, used to identify and distinguish the source or sponsor of services. Another form of trademark is trade dress: This is the characteristic of the visual appearance of a product or its packaging that signifies the source or sponsor of the product to purchasers. For the purposes of this Policy, "Trademarks" include trademarks, service marks and trade dress.
- z. Trade Secrets. A trade secret is confidential commercial information, such as a formula, giving one who possesses the lawful right to use it, a competitive advantage. For a trade secret to be protectable, the owner must take reasonable steps to keep it secret.
- aa. University Facilities. University Facilities include all areas on the University campus and other locations rented or arranged by the University. Locations of seminars and academic events hosted by the University qualify as University Facilities for the purposes of this Policy.
- bb. Websites. Text and images posted on the Internet and accessible using Domains, links or hashtags, including social media.
- cc. Work Made for Hire. Work Made for Hire, as defined in the United States Copyright Act, 17 U.S.C. Section 101, refers to (1) a "work prepared by an employee within the course and scope of his or her employment unless otherwise specified in this policy;" or (2) a work that has been specifically commissioned for use as a contribution to a collective work, as a part of marketing materials or audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered work for hire. With "work for hire," the employer is the "author", and the Copyright becomes the property of the employer. Unless the parties expressly agree in a written instrument signed by them, faculty and staff Scholarly Work is not Work Made for Hire.

V. COPYRIGHTS

The University recognizes and affirms the tradition in higher education that academic works such as books and articles, lectures, syllabi, visual materials, and other teaching materials are owned by the

faculty member authoring them rather than the employing educational institution. The following shall apply to ownership of, and Copyrights created by Covered Persons in all works :

- 1) The University will waive its claim to ownership of and Copyrights in works created by any Faculty, Staff or Students prior to their association with the University (together with revisions thereof, provided such revisions do not use Significant University Resources).
- 2) The University will waive its claim to ownership of, and Copyrights in, works created solely by Students who are not engaged in teaching or research while at the University except as to Copyrightable Material which is submitted by the student for use by the University in any advertisement, catalog, journal, newsletter, newspaper or similar item, or is performed or to be performed at the University or at an event sponsored by the University, whether such Copyrightable Material is in written, electronic, graphic, audio, visual or audio-visual formats; As to Copyrightable Material above the University waives ownership of such Copyrightable Material, but retains a royalty free, nonexclusive, license to use such Copyrightable Material.
- 3) The University will retain ownership of, and own all Copyrights, in any Scholarly Works created, in whole or part, by Students directly related to their employee engagement in teaching or research while at the University but may, upon written request by the Student or Students, waive such ownership and/or Copyrights in such works upon conditions imposed by the University, in its sole discretion.
- 4) The University will waive its claim to ownership of, and Copyrights in, Scholarly Work created by Faculty and Staff at the University, Notwithstanding the foregoing, the University will not waive its claim to ownership of, or ownership of Copyrights in, Copyrightable Material which is, in material part: (i) a syllabus or course outline or recorded lecture using Alvernia resources for a course offered or to be offered at the University; (ii) a text prepared specifically for a course offered or to be offered at the University; (iii) online course material or online material that is used or to be used in conjunction with a course offered or to be offered at the University; (iv) any Copyrightable Material created involving a Significant Use of University Resources; or (v) subject, in whole or part, of one or more Grants. The University may waive such ownership and/or Copyrights in such works upon conditions imposed by the University, in its sole discretion. Faculty and Staff retain joint ownership of the material included in a course syllabus or lecture.
- 5) In addition to the foregoing, the Faculty and Staff, as a condition of their association with the University, grant to the University a Standard Copyright License in all Copyrightable Materials including Scholarly Works and Copyrightable Materials which are not Scholarly Works but which

are included in any advertisement, catalog, journal, newsletter, newspaper or similar item, or performed or to be performed at the University or at an event sponsored by the University, whether in written, electronic, graphic, audio, visual or audio-visual formats while such Faculty or Staff is associated with the University or thereafter, as well as a license to display their name and likeness therein during the same period.

- 6) As to all Copyrightable Material which is owned by the University or in which the University may claim a Copyright: shall (i) place Copyright notices on the work indicating the University's ownership and Copyright; (ii) cooperate with the University in seeking registration and arranging publication of the works as directed by the Provost and enforcing the Copyrights; and (iii) sign such documents as the Provost shall request confirming the University's ownership and Copyright therein.

VI. INVENTIONS AND PATENTS

Covered Persons include Faculty, Staff and Students. The procedure utilized in reviewing Inventions and potential Patents and Patent Rights shall be as follows:

- 1) A Covered Person or Covered Persons who obtain results or develops an idea, machine or process which might qualify as an Invention and/or for a Patent must contact the Director and submit a written disclosure ("Invention Disclosure").
- 2) Such Invention Disclosure shall be made sufficiently in advance of any publications, presentations, or other public disclosure to allow time for possible action to protect rights in and to the Invention. Such disclosure and information related to any potential Invention should not be disclosed to other persons without the permission of the Director. For the avoidance of doubt, failure to provide an Invention Disclosure shall not operate to prejudice the rights of the University in an Invention or its University Interest.
- 3) The Director shall investigate a proposed Invention (as disclosed in an Invention Disclosure or otherwise) and assist the Assignees in conducting "prior art" and other searches and otherwise evaluating the Invention. (The Director may require that Assignees contribute to the costs thereof.) If such evaluation reveals that the Invention, or any aspect thereof, may infringe the IP Rights of third parties, the Assignees shall be asked if they can develop changes to the Inventions to render them non-infringing or shall direct the Assignees to cease all development and use of the Inventions.

- 4) If the Director determines that the commercialization or exploitation of the Invention may proceed without a risk of infringement and is worthwhile, in his or her sole discretion, he or she shall inform the Assignees and take action in accordance with Subsection d.
- 5) The Assignees may, with the consent of the Director, contribute their interests in an Invention to a corporation, limited liability company or other legal entity and the Director shall have the option, but not the obligation, to contribute the University Interest thereto. Any such entity shall be bound by the terms of this Policy (applicable to Assignees and others) and so state in their charter and/or shareholders' agreement, operating agreement, or similar formation document.

The following shall apply to Inventions developed by Faculty, Staff or Students who are Covered Persons at the University and any Patents and Patent Rights related those Inventions:

- 1) The University shall have a non-dilutable ownership interest of 25% (the "University Interest") in all Inventions developed by Faculty, Staff or Students who are Covered Persons at the University in the course of teaching or research at the University or involving any Significant Use of University Resources. The University, through the Director, shall have the right to manage the exploitation of such Inventions (including decisions regarding the patenting thereof) as expressly provided in this IP Policy.
- 2) More particularly, the University will retain the University Interest in all Inventions together with all related Patents and Patent Rights in and to Inventions that were developed, in whole or material part: (a) by Students during research supported by funds contributed by or for the University or developed as part of course work assigned by Faculty or Staff; or (b) by Faculty or Staff in the course of their employment; or (c) by Faculty, Staff or Students specifically assigned or directed by the University to develop the Inventions or aspects thereof; or (d) with Significant Use of University Resources; or, (e) with funds or other resources provided, in whole or part, through Grants to or involving the University, provided, however, that the rights of the University will be limited according to the terms of any such respective Grants.
- 3) The IP Committee (with the approval of the Provost) shall assign the remaining 75% ownership interest in an Invention, together with related Patent Rights to the Creators thereof and/or third parties acceptable to the IP Committee (with the approval of the Provost) ("Assignee(s)"), if and only if, all Faculty, Staff and Students (together with all Collaborators) claiming to be Creators of the Invention agree, in writing, to such arrangement and further agree that: (i) the University shall retain the University Interest whether or not the Invention is commercialized, exploited or patented; and (ii) the University Interest shall be not be subject to dilution in any event

whatsoever without the express written agreement of the IP Committee (with the approval of the Provost). The foregoing arrangement shall be referred to as “Assigned Patent Rights.”

- 4) In the event that, after such assignment is made, the Assignees fail to commercialize or exploit an Invention despite the IP Committee’s decision to do so, or fail to pay the University all sums due it in respect of its University Interest, ownership of 100% of the Invention and control of all related Patent Rights shall automatically be transferred to the University upon notice and payment of the sum of ten (10) U.S. Dollars to each of the Assignees and the rights of the University shall have “Retained Patent Rights.”

The procedure for commercialization and exploitation of Assigned Patent Rights and Retained Patent Rights.

- 1) The IP Committee (with the approval of the Provost) shall determine, on behalf of the University, in their sole discretion, if an Invention, whether or not patentable, should be commercialized or exploited and shall direct and control such commercialization and exploitation.
- 2) If the IP Committee determines that an Invention should be commercialized or exploited, the Director shall provide such assistance to the Assignees, as the Director deems appropriate, including, in appropriate cases, referrals to organizations that can improve the Invention, provide marketing advice and market the Invention and assist the Assignees in obtaining Grants and other funding for the Invention. For avoidance of doubt, the University shall not be obligated to incur any expense or liability in providing such assistance and the approval of the Director shall be required for all Grants, contracts and agreements respecting or related to the commercialization or exploitation of all Inventions.
- 3) If the IP Committee determines that an Invention (or features thereof) may qualify for one or more Patents, the Director shall advise the Assignees, and assist them (and counsel retained for such purpose) in the filing and prosecution of one or more applications for Patents for such Inventions (or features) as well in obtaining Grants and other funding to file and prosecute such Patents and practice, license and sell such Patents. For avoidance of doubt, the University shall not be obligated to incur any expense or liability in providing such assistance and the approval of the Director shall be required for all Grants, contracts and agreements respecting the patenting of any Inventions (or features) or its practice, licensing or sale.
- 4) In the event that the commercialization or exploitation of any Invention or the sale or licensing of any interest in an Invention or any Assigned Patent Rights related thereto shall result in payment therefor by any third party, such payment shall be distributed as follows: (a) first, to the

University to reimburse the University for any expenses incurred by the University related to the Invention and/or Patent Rights; (b) then, reimbursement of the Assignees to reimburse them for any verified out-of-pocket expenses that they incurred related to the Invention and/or Patent Rights; (c) then, payment of 25% of the net payment to the University in respect of the University Interest; (d) then, payment of sums payable to third parties in respect of Grants, contracts and agreements, approved by the Director) with third parties and (e) finally, payment of the balance to the Assignees solely in accordance with a written agreement signed by all Assignees or the corporation, limited liability company or other legal entity that they formed according to its charter and shareholders' agreement, operating agreement or similar formation document to which they all are parties. In the event that the Assignees entered into one or more Grants, contracts or agreements (approved by the Director). Any dispute as to items (b), (d) and (e) shall not delay payment of sums due under (a) and (c).

- 5) In the event that the sale or licensing of any Retained Patent Rights related thereto shall result in payment therefor, such payment shall be distributed as follows: (a) to the University to reimburse the University for any expenses incurred by the University related to the Invention and/or Patent Rights; (b) reimbursement of the Assignees to reimburse them for any verified out-of-pocket expenses that they incurred related to the Invention and/or Patent Rights prior to the transfer of the Invention and Patent Rights to the University pursuant to Subsection b.(4); and all remaining sums to the University.

Faculty, Staff and Students must take reasonable steps to avoid the infringement of Patents held by third parties:

- 1) Faculty, Staff and Students should acquaint themselves with Patents issued for Inventions in their chosen fields and take reasonable steps to avoid the infringement of Patents held by third parties.
- 2) Faculty, Staff and Students may request that the Provost investigate possible cases of infringement of or by third parties or seek "freedom to operate" opinions (determinations that Patents are not being infringed by an Invention) in appropriate cases.
- 3) Faculty, Staff and Students who receive complaints of possible infringement, should immediately forward them to the Provost.

VII. TRADEMARKS

Covered Persons include Faculty, Staff and Students. The following shall apply to the use by Faculty, Staff and Students of Trademarks owned or claimed by the University:

- 1) The University is the owner of several U. S. Registered Trademarks. These currently include “ALVERNIA UNIVERSITY”, the “ALVERNIA UNIVERSITY” and design (logos); “GOLDEN WOLVES”; “GOLDEN WOLVES” and design (logos); and “GET REAL REAL – WORLD LEARNING”.
- 2) The University also claims unregistered Trademarks in a variety of words, graphics and combinations of words and graphics that are associated with the University.
- 3) These Registered and unregistered Trademarks identify the University as the source of respected education, research, and scholarship.
- 4) While Faculty, Staff and Students are free to use the University’s trade-names and Trademarks to identify the University and the services that it offers, they may not use the University’s Trademarks in any written, electronic or other material to indicate that the University provides, sponsors or approves of any products or service(s) of any other person, institution or business without the express written permission of the Provost.
- 5) Additionally, Faculty, Staff and Students may not themselves adopt, use or attempt to register any Trademark that incorporates any Trademark of the University or is confusingly similar with any Trademark of the University without the express written permission of the Provost.
- 6) Faculty, Staff and Students may not use the Trademarks of the University to misrepresent their position with the University or their authority to bind the University.
- 7) Faculty, Staff and Students may not use the University’s tradenames and Trademarks to promote or sell and Copyrightable Material or Inventions in which the University does not claim an interest.

The following shall apply to the use by Faculty, Staff and Students of Trademarks owned or claimed by third parties.

- 1) Faculty, Staff and Student must respect the rights of others in and to their Registered and unregistered Trademarks.
- 2) When using the Trademarks of third parties in written, electronic or other materials to be published by the University, Faculty, Staff and Students should include notices acknowledging the Trademark rights of third parties by including: “X is a trademark of the X Corporation” or similar statement.

VIII. TRADE SECRETS

Covered Persons include Faculty, Staff and Students. The following shall apply to the disclosure and use by Faculty, Staff and Students of Trade Secrets of the University and third parties.

- 1) Faculty, Staff and Students must respect the Trade Secrets of the University and third parties.
- 2) Faculty, Staff and Students may not disclose the Trade Secrets of the University or use those Trade Secrets of the University in teaching or conducting research at the University unless authorized to do so by the Provost.
- 3) Faculty, Staff and Students may not disclose the Trade Secrets of third parties or use those Trade Secrets of the University in teaching or conducting research at the University unless authorized to do so by the owners thereof.
- 4) Faculty, Staff and Students must protect the University's Trade Secrets from unauthorized disclosure or use.
- 5) Faculty, Staff and Students should promptly report unauthorized disclosure or use of Trade Secrets of the University or third parties to the Provost.

IX. WEBSITES AND DOMAINS

Covered Persons include Faculty, Staff and Students. The following shall apply to the disclosure and use by Faculty, Staff and Students of any Website owned, operated, or sponsored by the University or Domains registered by or associated with the University:

- 1) Faculty, Staff and Students may not post on any Website any non-public information concerning any Invention, Patent, or any Trade Secret of the University or any third party without the prior, express authorization of the Provost.
- 2) Faculty, Staff and Students shall not register any Domain that contains the name of the University, any of its Trademarks or which suggests an association with or sponsorship by the University without the prior, express authorization of the Provost.

X. ENFORCEMENT AND VIOLATIONS

- 1) Faculty, Staff and Students who are Covered Persons shall, upon the request of the University, execute documents required to implement or enforce the terms of this Policy or file, perfect, register, renew or enforce the University's IP.

- 2) In the event that the University determines to enforce its interests in IP or is required to defend its IP against allegations of infringement, the Assignees of such IP shall assist the University without compensation but the University shall reimburse them for their out-of-pocket expenses.
- 3) The IP Committee shall assist in resolving questions arising under the IP policy, including consulting with outside experts as necessary.
- 4) Violations of this Policy may lead to disciplinary action.
- 5) This Policy may be amended by the IPPR Committee in consultation with the University's staff and faculty councils. Such consultation must include meaningful consideration of any objection by such councils.

Policy Procedure

Approved versions of these policies will be posted on the AU Portal.

Exceptions to Policy

Exceptions to this policy must be requested in writing by filling out the Policy Exception form and submitting to the individual named in the Responsibilities section who assists with reviewing exceptions to this policy.

Policy Review

The Academic Affairs policies should be reviewed on a 3-year cycle and updated when institutional needs or goals change.

References and Related Policies

N/A

Related Policies

N/A

Exhibits