

FRANKLIN PIERCE UNIVERSITY

Intellectual Property Policy

Introduction

In the course of education, research, and scholarship, Franklin Pierce University (the “University”) faculty, staff, and students create patentable Inventions and copyrightable Creations (collectively, “Intellectual Property”) that merit legal protection and potentially have financial as well as scholarly value.

The University recognizes and reaffirms the traditional academic freedom of its faculty, staff and students to engage in scholarly activity and publish freely without restriction. In keeping with this philosophy, the University recognizes that Intellectual Property originated by faculty, staff, and students covered by this Policy generally shall be owned by the Creator or Inventor, unless this Policy provides otherwise.

The University also recognizes that to best serve its students, it must be able to use certain types of Intellectual Property for future educational purposes. As such, the University requires that certain Creators issue the University an irrevocable, non-exclusive, royalty-free license to use certain Intellectual Property for such purposes, as explained in more detail below.

Definitions

Terms used herein and not otherwise defined shall have the following meanings:

- Inventors - University faculty, staff, or students who have developed Inventions.
- Creators - University faculty, staff, or students who have developed Creations.
- Originator - An Inventor and/or Creator.
- Disclosure - A reporting of an Invention or Creation to the Provost of the University.
- Intellectual Property – Intellectual Property refers to Creations and Inventions.
- Official Syllabus - the version of the official syllabus developed for use by the faculty or staff member in the classroom which is posted or otherwise made available to students and thereafter used by the faculty or staff member and students in a course.
- Course Materials - such materials, including Official Syllabi, assessments, course descriptions, reading lists, assignments, slides, lecture notes, lab exercises, tools, simulations, multimedia, web pages, exams, recorded discussions, and innovative products or procedures (which may appear in a variety of forms, such as printed matter, slides, web-based productions or multimedia presentations) resulting from or utilized in the teaching/learning process.

- Inventions - All inventions, discoveries, computer programs, software and/or codes, methods, uses, products or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- Creations – Creations refers to all textbooks, books, research proposals, and Official Syllabi developed for use by Faculty or staff in the classroom, original works of art, and Course Materials, whether in written or electronic format, and all other Written Creations, Recorded Creations, Arts and Crafts and Mediated Creations developed by faculty or staff and used or created for instructional purposes.
- Written Creations - All academic and/or literary, dramatic, and musical materials or works and all other materials or works including computer programs and software and/or codes, published or unpublished, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- Recorded Creations - All sound, visual, audio-visual, and television films, disks, tapes, software and/or codes, kinescopes or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- Arts and Crafts - Paintings, sculptures, weavings, prints, and other arts and crafts whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- Mediated Creations – Technology-based academic materials developed for live or delayed communication via video, audio, CD-ROM, computer, Internet, or other electronic means now known or hereafter developed, including the software developed to support electronic instructional content for both credit-bearing and non-credit-bearing courses and web pages, whether or not copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- Specially Commissioned - Works that have been specifically requested by the University that are created outside the general scope of the student, staff, or faculty member's duties and which are specifically requested by the University, possibly with payment by the University of additional compensation for the student staff, or faculty member's creation of the Specially Commissioned Work.
- Faculty Members – Full and part-time faculty members.

Sponsored Work

For Intellectual Property created with the support of an outside entity such as a grant or contract from a government entity or a grant or contract from a foundation, a non-profit, or from private industry, the rights to such Intellectual Property shall be subject to the terms of the applicable agreement with the outside entity. In such a situation, the University shall enter into agreements regarding ownership of Intellectual Property created or invented by a faculty member only with the faculty member's written consent and agreement of the faculty member, which shall be obtained prior to entering into any applicable contract or grant application. In addition, a faculty member shall enter into

agreements regarding ownership of Intellectual Property only with the Provost's written consent and agreement, which shall be obtained prior to entering into any applicable contract or grant application.

Inventions or Patentable Intellectual Property

The University requires all faculty, staff, and students to disclose in writing any Invention that is potentially patentable to the Provost of the University or the Provost's designee(s). The University shall, in its sole discretion, determine whether the University should seek patent protection for the Property and shall let the Inventor know of the results of its assessment. All faculty, staff, and students agree to assign and hereby assign all rights, title, and interest, including patent rights, in any Invention to the University. The University will require that the Inventor sign a formal written agreement assigning the Inventor's rights in the Invention or Patentable Intellectual Property to the University. To the extent applicable, the University and the Inventor will enter into a written agreement regarding the distribution of revenues, if any, from the Invention or Patentable Intellectual Property.

Creations and other Copyrightable Materials, including Course Materials

Faculty Members. Unless a specific agreement states otherwise, despite the "work-for-hire" rule in the Copyright Act, and in keeping with longstanding academic custom, copyrights of Creations by faculty members while employed by the University shall be owned by the faculty member. However, with respect to Course Materials, in order to carry out its mission, the University retains an irrevocable, non-exclusive, royalty-free license to use, reuse, reproduce, display, distribute, and make derivative works (such as compilations, archives, or composite works) of any Course Materials for the education of University students.

The University claims ownership rights in recordings of all courses, and the parts thereof, that are made at University expense. Ownership of the recording itself does not mean that the University claims rights in the Intellectual Property presented on the recording. Copyright ownership in the content is governed by the principles set forth above.

To the extent applicable, copyrights of grant applications seeking funds for the University and accreditation reports seeking accreditation status for the University created by faculty members belong solely to the University.

A faculty member has the right to use all Course Materials the faculty member develops or creates in the normal course of teaching or research at the University. This right includes the right to make changes to the Creations and the right to distribute such Creations to University students, faculty and staff for teaching, research and other noncommercial University purposes.

A faculty member who owns the copyright in a work under this Policy, unless prohibited by a separate written agreement, may commercialize those works, without the authority or permission of the University, so long as the University's name is not used in connection with works so made available, other than to identify the faculty member as an instructor at the University. A faculty member who owns the copyright in a work under this Policy, except for Course Materials, may make the work freely available on non-commercial terms (that is, without remuneration to the Creator), for free or commercial redistribution, without the authority or permission of the University, so long as the University's name is not used in connection with works so made available, other than to identify the faculty member as a faculty member at the University. With respect to Course Materials, a faculty member may make the work freely available for academic or scholarly use, without the authority or permission of the University, to recipients who agree that they will not make commercial use of the

materials, so long as the University's name is not used in connection with works so made available, other than to identify the faculty member as a faculty member at the University.

Non-faculty staff. Unless a specific written agreement states otherwise, Creations by non-faculty staff, including employees in administrative positions (e.g., department heads, deans, provost, and the president) while working in their administrative capacity, adjunct professors, and guest lecturers, while employed by the University, shall be considered "works made for hire" under federal law and shall be owned by the University. The University will acknowledge Creators who have made a substantial creative contribution to the work, if the Creators so request. Certain Creators of this type may be entitled to share in revenues arising from their Creations pursuant to a separate agreement with the University.

To the extent applicable, copyrights of grant applications seeking funds for the University and accreditation reports seeking accreditation status for the University created by non-faculty staff belong solely to the University.

Students. Unless a specific written agreement states otherwise, students hold the copyright in their Creations unless they are authored by the student as an employee of the University. Students also own the rights to their Inventions unless they are developed through substantial use of University resources or in their capacity as employees of the University.

The University and an individual faculty member, staff member, or student may negotiate specific written agreements for special projects such as University publications, digital coursework, or distance-learning criteria. Such agreements may reallocate Intellectual Property rights or otherwise alter application of this Policy.

To the extent applicable, copyrights of grant applications seeking funds for the University created by students belong solely to the University.

Specially Commissioned Intellectual Property

Intellectual Property that is created or invented by a faculty member, staff, or student when specially commissioned by the University, shall be owned by the University. Any revenue generated directly from the sale, licensure, performance, production or other disposition of the Intellectual Property to individuals or entities outside of the University (by way of example and not limitation, revenue generated from ticket sales to a public showing of a documentary that was produced by a student, staff, or faculty member and was specially commissioned by the University) shall be shared 50/50 between the University and Originator(s). The Originators shall, to the extent applicable, agree in writing to their apportionment of revenues. The parties acknowledge and agree that revenue generated from student tuition payments falls outside of this agreement, shall not be shared and shall remain 100% with the University. In any such agreement, the University shall grant the faculty member an irrevocable, non-exclusive, royalty-free license to use the work for educational purposes.

Creations by Independent Contractors

The University claims ownership of the copyright of Creations created for the University by non-employee independent contractors such as consultants or subcontractors providing Services to the University. However, under the Copyright Act, copyright in Creations is owned by the Creator unless there is a written agreement to the contrary. Accordingly, the University requires that there be a written agreement with any independent contractor retained to do work for the University providing that the ownership of copyright for the Independent Contractor's Creations shall be owned by the

University.

University Contracts with Third Parties

The University has the right to make provisions for the assignment, licensure, and/or other disposition of Inventions and Creations resulting from University contracts with third parties subject to the applicable student, staff, or faculty member's right to consent, when applicable, and the terms of any written agreement between the University and the faculty member as detailed under the category of "Sponsored Work".

Statement for Inclusion in Research Proposals and Agreements

Exhibit A shall be included in research proposals and agreements for the development or creation of Intellectual Property unless an exception to this inclusion requirement has been approved in advance in writing by the Provost or the Provost's designee(s).

Disclosure Requirements for University Research Proposals and Agreements

The Provost or the Provost's designee(s) is responsible for ensuring that **Exhibit B**, or a similar statement the material terms of which are the same, is submitted with each proposal or contract/agreement for the development or creation of Intellectual Property. The proposal or contract/agreement submittal form should be signed by all students, staff, and faculty who will be participating in the project.

Disclosure of Inventions and Creations

Any Invention(s) and Creation(s) covered by this Agreement shall be disclosed by the Originator(s) to the Provost or the Provost's designee(s) as soon as practicable after the Invention or Creation. The Originator(s) shall work closely with officials of the University and of any organization to whom the University assigns rights to such Inventions and Creations in pursuing the protection of any and all rights in and to the same, including but not limited to applications for patents, registering copyrights, and pursuing licensing.

Assistance for Inventions and Creations in Which the University Claims No Rights

The University, at its discretion and on a case-by-case basis, will provide direct institutional support or assistance to secure patent, copyright and trademark registrations and other intellectual property rights and interests, upon request to University student, staff, or faculty who have developed Invention(s) or Creation(s) in which the University does not otherwise claim any rights, provided that, in order to receive such assistance, the Originator(s) shall be required to assign certain rights to such inventions and creations to the University pursuant to a mutually agreeable assignment, licensing and/or revenue sharing agreement Any student, staff, or faculty member shall have the right to have witness/counsel attend and participate in the development of such agreements, including the provision of legal advice. In any such agreement, the parties shall grant one another an irrevocable, non-exclusive, royalty-free license to use the work for educational purposes.

Licensing of Sponsored Inventions or Creations

The University and all faculty members, staff, and students acknowledge and agree that, when Invention(s) or Creation(s) are created in the course of sponsored research, the sponsor shall normally receive an option to acquire a limited-term, royalty-bearing, non-sublicensable, exclusive

license to such Inventions or Creations. Exclusive licenses may also be granted where industrially sponsored research and development may result in reduction-to- practice of previously conceived Inventions in which the University has acquired rights, including those resulting from federally sponsored research.

Publicity

The name of the University or reference to the University shall not be used in any form of publicity related to the Intellectual Property covered under this Policy without prior written approval from the University, unless otherwise specifically stated herein.

Waiver or Release of University's Rights

The University, at its sole discretion, may elect to waive any claim of ownership or licensure under this Policy but such waiver shall not compromise or waive any other rights under this Policy and/or in and to any other Inventions or Creations. If the University asserts a claim of ownership in an Invention or Creation, but elects not to seek a patent or copyright or otherwise pursue commercial development (which determination shall be made solely by the University) for an Invention or Creation to which it has rights or has been assigned rights, it will assign its rights to such Invention or Creation back to the Originator.

Dispute Resolution

Any disputes relating to Intellectual Property will be resolved by the Provost or the Provost's designee(s).

Questions

Any questions regarding this Policy should be directed to the Provost or the Provost's designee(s).

Binding Policy

This Policy constitutes an understanding that is binding on the University, and on its faculty teaching courses outside of courses covered by the Collective Bargaining Agreement between the University and AFT Local 2433 (Rindge Faculty Federation), staff, students, and other covered individuals as a condition of their participating in University research, educational and other programs or their use of University facilities or resources. The University may require formal agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

Approved by Senior Staff on- April 9. 2024

EXHIBIT A

FRANKLIN PIERCE UNIVERSITY

POLICY ON PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY

I. Publications

The University's research activities are an integral part of the total educational program, and much of it forms the basis for articles in professional journals, seminar reports, presentations at professional society meetings, and student dissertations and theses.

To fulfill the University's obligations as an educational institution, University research should serve a public as well as a private purpose, and the results should be disseminated on a non-discriminatory basis. The University encourages studies whose results can be freely published.

The University recognizes that the legitimate proprietary concerns of private research sponsors and the effective commercialization of research outcomes may require limited delays in publication. Where appropriate, publications can be deferred for a negotiated period of time in order to protect patent rights. Similarly, on those occasions where the University has accepted a sponsor's proprietary information as necessary background data for a research project, the sponsor may review proposed publications in order to identify any inadvertent disclosure of those specific data.

II. Patents and Copyrights

The University's policy with regard to Inventions and Creations resulting from research reflects the view that a university by its nature has an obligation to serve the public interest by ensuring that Inventions and other intellectual property are developed to the point of maximum utilization and availability to the public. Therefore, the University has the goal of licensing Inventions and Creations in ways that support the public interest as well as the interests of its students. The University and an Originator of an Invention/Creation may share in the proceeds of certain royalty-bearing licenses related to such Invention(s)/Creation(s) pursuant to a mutually agreeable revenue sharing agreement.

III. Use of Names

Research sponsors may not use the University's name in advertising or other product promotion activities without the University's prior written approval. Similarly, the University will not use the name of the sponsor in publicity releases without the sponsor's approval.

EXHIBIT B

STATEMENT FOR INCLUSION ON PROPOSAL OR CONTRACT/AGREEMENT SUBMITTAL FORM

It is understood that all right, title, and interest in and to discoveries, inventions, creations, and other intellectual property made or conceived in performance of work on this project will be subject to the terms of the University's Intellectual Property policy then in effect, as well as any other University policies and procedures are designed to assure that interests of the Inventor and/or Creator, the University, and the sponsor are taken into consideration; and the Principal Investigator(s) will furnish prompt and full disclosure of Inventions and/or Creations made during performance of this project to the Office of the Provost.

NOTE: The above statement is to be incorporated into each proposal or contract/agreement submittal form that is transmitted to the Provost or the Provost's designee. This statement should be signed by all faculty members who will be participating in the project.