



**FAIRLEIGH
DICKINSON
UNIVERSITY**

Intellectual Property Statement of Policy

Responsible Office	Office of General Counsel	Effective Date	06/8/2005
Responsible Official	General Counsel	Last Revision	

I. INTRODUCTION

Fairleigh Dickinson University is dedicated to the production, preservation and dissemination of knowledge through teaching and scholarship. Research is among the best and highest forms of scholarship. Research which results in new discoveries and inventions benefits society, adds to existing knowledge and enhances the reputations of both the researcher and the University. The University supports research activities which lead to the creation of Intellectual Property by means of regular and special allocations of resources. The University further supports creation of Intellectual Property by advancing the costs of evaluating, patenting, protecting and marketing Intellectual Property.

This policy is designed to provide recognition to, and incentives for, faculty and others engaged in research activities; to make new discoveries and inventions available to the public; and to create sources of income to further the mission of the University.

II. GLOSSARY OF TERMS

“Inventor” means any full-time and part-time faculty member, faculty emeritus clinical faculty member, visiting faculty members and adjunct instructors; full-time and part-time staff employees, including fellows, researchers, research assistants, interns, graduate assistants, teaching assistants and student employees; full-time and part-time undergraduate students, full-time and part-time graduate students and post-doctoral fellows, who have discovered, created or invented Intellectual Property.

“Intellectual Property” means patentable discoveries, inventions, improvements and reductions to practice, whether or not patented, and any related journals, logs, manuals or data in any form or format whatsoever.

“Net Income” means gross monetary income received by the University from fees, licenses, sub-licenses, assignments, transfers or exchanges of Intellectual Property, less costs incurred by the University to evaluate, patent, market, commercialize, protect, manage and administer Intellectual Property.

“University” means Fairleigh Dickinson University.

“University Resources” means University-provided funding and other University-provided resources used by an Inventor while inventing, creating or discovering Intellectual Property. Such resources include, but not limited to, office space, classrooms, laboratories, computing facilities, libraries, equipment, materials, clerical support and research assistance.

II. APPLICATION

1. This policy is applicable to Intellectual Property created by Inventors in the course of their duties, or on University time, or with use of University resources.
2. This policy constitutes a term and condition of employment, matriculation and affiliation with Fairleigh Dickinson University.

III. OWNERSHIP OF INTELLECTUAL PROPERTY

1. Fairleigh Dickinson University has the right to own, patent and exploit Intellectual Property discovered, invented or created by Inventors in the course of their assigned duties or with use of University resources, except as provided in Section 5. Inventors shall assign ownership rights in such Intellectual Property to the University.
2. Inventors shall promptly disclose to the University all Intellectual Property on forms which the University shall provide. This obligation extends to all Intellectual Property discovered, invented or created by Inventors during their employment, matriculation or affiliation with the University.
3. The University may decline to pursue patent protection for Intellectual Property in which it has ownership rights. In such instances, the University may assign its rights back to Inventors. Such decisions shall be made the President. The University shall, to the extent feasible, make such decisions within thirty calendar days after receipt of disclosures to allow Inventors to publish the results of their research as quickly as possible.
4. Ownership of Intellectual Property resulting from joint research arrangements or sponsored research arrangements between the University and third parties shall be determined by the terms and conditions of such arrangements. No Inventor shall, without express University authorization, enter into any joint or sponsored research agreement which would obligate the University, or the Inventor, on behalf of the University, to waive, relinquish or assign away the University’s rights in any resulting Intellectual Property.
5. The University shall not exercise ownership over Intellectual Property created by Inventors on their own time, with their own resources, or with insignificant use of University resources. The term, “insignificant use of University resources”, means use by Inventors of University –provided resources such as office space, computers, storage servers and library facilities in the course of discovering, creating or developing Intellectual Property.

The University may ask Inventors who claim proprietary rights in Intellectual Property to document that such Intellectual Property (1) was not discovered, created or developed in the course of their assigned duties, or on University time, or (2) was discovered, created or developed with insignificant use of University resources.

6. Inventors with proprietary Intellectual Property may request that the University accept assignments of such Intellectual Property under the terms of management agreements. The University has the discretion to accept or decline such assignments.
7. Disputes over ownership of Intellectual Property shall be reviewed by the Intellectual Property Committee which shall recommend resolutions to the President.

IV. MANAGEMENT

The University shall fund the costs to evaluate, patent, market, commercialize, protect, manage and administer University-owned Intellectual Property and shall have the right to recover these costs from income derived from the sale, exchange or licensing of Intellectual Property.

V. INCOME

1. The University shall share Net Income with Inventors. Inventors shall be paid shares of Net Income only after the University has recovered the costs specified in Article IV.
2. The University shall pay the first Five Thousand Dollars of Net Income to Inventors. All Net Income over Five Thousand Dollars shall be divided fifty percent (50%) to Inventors and fifty percent (50%) to the University.
3. If Intellectual Property has been created by more than one Inventor, then the University shall distribute Net Income equally among all Inventors unless they agree, in writing, upon some other formula for sharing Net Income.
4. Inventors who cease employment with the University shall continue to receive payments of Net Income. The University shall pay the Net Income of any deceased Inventor to the Inventor's estate, as directed by a court of law.
5. The University may, at its discretion, accept equity interests in business entities as payment for granting such entities licenses or other interests in University-owned Intellectual Property. Net Income derived from dividends, sales or exchanges of equity interests shall be paid to Inventors in accordance with the Net Income sharing provision of Section 2 of this article.
6. Disputes over income shall be reviewed by the Intellectual Property Committee which shall recommend resolutions to the President.

VI. ADMINISTRATION

1. The Office of General Counsel shall be responsible for the administration of this policy.
2. The University may contract with outside entities to manage and administer Intellectual Property.
3. The Committee on Academic Policy and Research shall serve as the Intellectual Property Committee. The Committee shall, in addition to those duties already stated, provide advice and recommendations to the President and General Counsel about this policy.