

## Patent Policy

### I. Purpose

In the course of research and scholarship activities conducted at The University of North Alabama (UNA or the University), new discoveries and inventions will develop. UNA is dedicated to ensuring the public service mission of the university is served through the development of patents and intellectual property rights related to scientific discoveries and inventions. Patent laws and legal ownership rights are an important tool for maintaining accountability and oversight of discoveries and inventions made with support from the University. Employees and students may require assistance evaluating the patentability of new discoveries and inventions and pursuing patents where they may reasonably result in benefits such as future royalties. Questions of ownership may be uncertain as a result of sponsorship

to resolve. The purpose of this policy is to protect the public interest by applying reasonable standards to the development of patents to ensure equity and ownership of new discoveries and inventions that may be generated by UNA, to specify the rights of parties to inventions and discoveries, and to establish a procedure to determine the equity, ownership, and patentability of such inventions and discoveries.

(1.) Sponsored Project Agreements: The University may negotiate and sign Sponsored Project Agreements including contracts and grants between external sponsors such as corporations, government agencies or foundations and the University that specify completely or partially the ownership of Intellectual Property created as a result of specific sponsored projects. This category includes ownership requirements that result from a government funding source by operation of law (e.g., laws pertaining to Intellectual Property created using federal funds). All individuals working on a project under such a Sponsored Project Agreement shall be notified in advance of the terms of ownership in said agreement for any Intellectual Property they may create during the project. Although most sponsored project agreements would be for funded research projects, they should be available for other kinds of work including pro bono projects.

(2.) Individual Project Agreements: The University may negotiate and sign Individual Project Agreements between the University and an individual member(s) of the faculty, staff or student(s) that specify completely or partially the ownership of Intellectual Property created as a result of work conducted on a specific project. Individual Project Agreements by the University and potential creators are encouraged especially in situations that lack precedent and do not naturally fit into standard Intellectual Property practices.

(3.) University Sponsored Projects: The University may initiate and fund specific projects that produce Intellectual Property and shall own the Intellectual Property created as a result of such projects.

(6.) Independent Projects: Any Intellectual Property created by a University employee that is not part of its creator's employment responsibilities and that is developed on his/her own time without making essential use of University funds, resources or facilities shall be owned by the creator.

When a student creates Intellectual Property independently, using only resources available in common to all students such Intellectual Property is owned by the student. However, Intellectual Property created by a student(s) when working for pay or academic credit, or voluntarily working on faculty projects or University Sponsored Projects is subject to the other six ownership principles.

(7.) Other Intellectual Property Generated by University Activities: University personnel and/or students frequently produce Intellectual Property from their work within the scope of the mission of the University that is not covered by the above ownership principles. The University shall be the owner of Intellectual Property, when its ownership is not governed by any of the previous items and when said Intellectual Property was created within the normal scope of employment and/or study or a direct result thereof, and shall share any revenues from it as prescribed in section H. The creator of any Intellectual Property that is or might be owned by the University under this policy is required to make reasonably prompt written disclosure of the work to the University. Depending on the nature of this Intellectual Property, it may be subject to patent or copyright policies.

The applicability of the above stated criteria to any invention or discovery will be determined at the sole discretion of the VPAA or his/her designee.

E. Each faculty member, employee and student agrees to report to the VPAA or patent administrator so designated by the VPAA any invention or discovery that such faculty member, employee or student has conceived, discovered, developed and/or reduced to practice at any time following their initial appointment, employment, or enrollment with the University. All inventions and discoveries are hereby assigned according to section II.D. Faculty members, employees and students do not have the authority to assign University

to both the University and the inventor(s) shall be considered. The designee shall act promptly in carrying out these duties so that the rights of the inventor(s) and the University may be protected.

G. If it is determined that the invention or discovery is one which is owned by the University pursuant to this policy but is one in which the University has no interest in retaining ownership, the University (or the non-profit organization to which an invention may have been assigned in accordance with the terms of this policy) may release its ownership rights to the inventor(s) on terms and conditions determined by the VPAA or his/her designee, subject to any third party rights. Neither the University nor any nonprofit entity to which ownership may have been assigned in accordance with this policy is obligated whatsoever under any circumstances to release any right of ownership.

H. In consideration of the assignment of ownership to the University as set forth in this policy, the VPAA or his/her designees are authorized to pay to the (z)0.5 (e)-5.7 1er (5 (s)-3.5 (/)-3 (h)t)0.7 ( )-5.5 (s)-3.4 ( n (g)0i)1.5 ()-1.e.