Rowan University’s policy on intellectual property ownership is intended to create an environment that will encourage creativity and innovation among its faculty, staff, and students. This policy covers all University employees, students and non-University employees using University Facilities and Resources. The policy is subject to all applicable Federal and State of New Jersey regulations. The Administration and the Union agree to revisit this policy within three years or when developments and initiatives at the University require revisions and/or additions to cover aspects of intellectual property not specifically addressed in the policy.

______________________________  _________________________________
Robert Zazzali       Mel Moyer
Associate Provost for Faculty Affairs  AFT Negotiator
INTELLECTUAL PROPERTY

Patents and copyrights are different types of intellectual property rights. Patents deal with products, processes or devices which have a practical application. Copyright applies in the areas of artistic, musical or literary creations.

Patents must be applied for, and the exclusive rights granted by a patent are absolute. Those who replicate a patented item are infringing a patent, whether deliberately or not.

Copyright exists automatically when a work of art, book, software program, etc., is created. Copyright prohibits copying or reproducing the work or any substantial part of the work without permission.

OWNERSHIP

University employees own the intellectual property right to books, articles, manuscripts, theses, scholarly publications or other creations that are produced as part of their normal responsibilities and expectations as members of their professions. The University owns the intellectual property created by University employees that are produced as part of their specific job assignment or function for which they were hired and that are supported with the use of University facilities and/or resources. The University does not claim the intellectual property rights to inventions by employees unrelated to their University responsibilities or invented without the use of University facilities or resources.

Ownership of intellectual property created through industry-sponsored projects resides with the University unless an agreement is negotiated between the University and the sponsor on how intellectual property rights are assigned.

STUDENTS

The University provides instruction, technical assistance and, in some instances, material assistance in the form of facilities, equipment and supplies, to ensure the richest possible learning environment. The University’s primary objective is the educational process of helping students to learn. Any materials produced are a by-product of the educational process, and are not intended to be produced as commercial ventures.

Materials developed and/or produced as a part of a program are the property of the student. By signing the registration form to enroll as a Rowan University student, the student agrees to the policies of the University. Rowan University reserves the right to reproduce all or part of the student-produced materials for the purpose of promoting the University or describing the activities of a program or course. In some cases when circumstances differ from this general policy, the student will be asked to sign a waiver. It is recommended that students sign a waiver allowing their materials to be used for instructional purposes in subsequent presentation of courses.
PATENTS

University employees are required to file an invention disclosure form when meaningful intellectual property has been developed and protection may be warranted. After careful review, the University may decide to file a patent application. If the University has not decided to pursue a patent application within six weeks of filing the invention disclosure, the inventor(s) may pursue the patent process him/herself.

If the patent application pursued by the University is successful, the patent rights will be assigned to Rowan University.

SOFTWARE/COURSEWARE

From a strictly legal standpoint, computer programs may be copyrighted rather than patented. However, within a university context, computer programs are more like inventions than literary and artistic creations. Therefore, at Rowan University, computer programs and other software are treated like inventions.

There may be requests to purchase courseware materials before the project is complete. For this case, the disclosure form should be filed early in the project development. This should be followed by an agreement establishing ownership.

COPYRIGHTS

Copyright protection may be sought to recognize authorship and protect the integrity of the work. Notice of copyright must be affixed to the copyrightable material as shown:

“Copyright © 20XX Rowan University. All rights reserved”

For added copyright protection, works may be registered with the United States Copyright Office.

ROYALTIES

Realizing financial return from intellectual property usually requires outright sale of the patent or copyright rights or licensing those rights to interested companies. The University shares royalties and other income from intellectual property after it has recovered direct costs related to processing the patent or copyright application. The distribution is as follows:

<table>
<thead>
<tr>
<th>Range</th>
<th>University</th>
<th>College</th>
<th>Individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $50,000</td>
<td>10%</td>
<td>20%</td>
<td>70%</td>
</tr>
<tr>
<td>$50,000 to $500,000</td>
<td>15%</td>
<td>25%</td>
<td>60%</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>20%</td>
<td>30%</td>
<td>50%</td>
</tr>
</tbody>
</table>
INDEMNIFICATION AND WARRANTY

Projects undertaken by the University are exploratory and may involve feasibility evaluation. The University does not warrant any materials delivered to a sponsor. Risks associated with the use or misuse of materials delivered to the sponsor are the responsibility of the sponsor. The University and its employees shall not be liable for any damages whatsoever arising out of the use of, or inability to use, materials delivered to a sponsor.

ADMINISTRATION

This policy will be administered by the provost at Rowan University or his/her designee.

For more information, contact: Christy L. Faison
Associate Provost for Academic Affairs
(856) 256-4012
RESEARCH GRANT AGREEMENT

(DATE)

(Director/Administrator)
(Research and Development)
(University)
(Address)

Sir/Madam:

Re: Research Grant

(COMPANY) is pleased to provide an unrestricted grant of ____________ Dollars ($________) to (UNIVERSITY) for the support of research in the field of ______________, conducted under the direction of Dr. ____________.

Our check payable to (UNIVERSITY) for the sum of the grant will be forwarded promptly under separate cover upon your indicated acceptance and return of a duplicate of this letter.

Although no accounting is expected in regard to this grant, regulations of the Internal Revenue Service may require that we produce your statement that the funds have been used for the stated purpose in order to receive appropriate tax recognition.

Please indicate your acceptance of this grant, and your certification that these funds will be used in the support of the research indicated by signing and returning a duplicate of this letter for our files. The vehicle for the transfer of funds should comply in all respects with the provisions of this letter.

Dr. ____________ will serve as the technical contact for our company and will be responsible for following progress of the study, as well as assisting you as needed.

Very truly yours,

(COMPANY)

By: _______________________
Title: ______________________

ACCEPTED AND AGREED TO:

(UNIVERSITY)

By: _______________________
Title: ______________________
Date: _______________________
RESEARCH CONTRACT AGREEMENT

THIS AGREEMENT effective this ___ day of ________________, 200_, by and between ______________________ (hereinafter referred to as "Sponsor") and ROWAN UNIVERSITY (hereinafter referred to as "University").

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to the University and to Sponsor, and will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

1.1 "Project" shall mean the description of the project titled _____________________ under the direction of Dr. _____________________ as principal investigator.

1.2 "Contract Period" is ____________, 200_ through ____________, 200__.

1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made (i) by one or more employees of University, or (ii) jointly by one or more employees of University and by one or more employees of Sponsor in performance of Project.

Article 2 - Research Work

2.1 The Sponsor and University may at any time amend Project by mutual written agreement.

2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

3.1 Written program reports shall be provided by University to Sponsor every [_________] months and a final report shall be submitted by University within [forty-five (45) days] of the conclusion of the Contract Period, or early termination of this Agreement.

Article 4 - Costs, Billings, and Other Support

4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall not exceed sum of ____________ Dollars ($__________). Payment shall be made by Sponsor according to the following Schedule: [______________________].

4.2 Sponsor shall loan/donate the following equipment to University under the following conditions: [____________________________________________________]. University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

4.3 Anything herein to the contrary notwithstanding, in the event of early termination of this Agreement by Sponsor pursuant to Article 9 hereof, Sponsor shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations.
Article 5 - Publicity

5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

6.1 The sponsor recognizes that the results of a University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses of dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least [________] weeks in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have [________] weeks, after receipt of said copies, to object to such proposed presentation or proposed publication because there is proprietary subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Intellectual Property

7.1 The University has a policy on intellectual property that must be adhered to in this Agreement.

7.2 Rights to inventions, improvements and/or discoveries, whether patentable of copyrightable or not, relating to Project made solely by employees of Sponsor shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement. Likewise, inventions, improvements, and/or discoveries made solely by members of the University shall not be subject to the terms and conditions of this agreement.

Article 8 - Grant of Rights

8.1 University grants Sponsor the first option, at Sponsor's sole selection, for either a non-exclusive, royalty-free license or, for consideration, an exclusive license with a right to sublicense on terms and conditions to be mutually agreed upon. The option shall extend for a time period of [______________] from the date of termination of the Agreement.

Article 9 - Term and Termination

9.1 This agreement shall become effective upon the date first herein above written and shall continue in effect for the duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions, which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
Article 10 - Independent Contractor

10.1 In the performance of all services hereunder:

10.1.1 University shall be deemed to be and shall be independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor.

10.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

Article 11 - Insurance

11.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.

11.2 Each party hereby assumes any and all risks of personal and property damage attributable to the negligent acts or omission of that party and the officers, employees, and agent thereof.

Article 12 - Governing Law

12.1 This Agreement shall be governed and constructed in accordance with the laws of the State of New Jersey.

Article 13 - Assignment

13.1 This Agreement shall not be assigned to either party without the prior consent of the parties hereto.

Article 14 - Agreement of Modification

14.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 15 - Notices

15.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor:

SPONSOR
ADDRESS
CITY, STATE, ZIP CODE

If to University:

UNIVERSITY ADDRESS
CITY, STATE, ZIP CODE

If Technical Matter:

PRINCIPAL INVESTIGATOR
TITLE
UNIVERSITY ADDRESS
CITY, STATE, ZIP CODE
IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

(SPONSOR)                  (UNIVERSITY)

Signature___________________ Signature___________________
Name:
Title:
Date:

________________________   __________________________
Witness      Witness
NON-DISCLOSURE AGREEMENT

During the period of association, and for three years after termination, the sponsor, __________, and the University agree not to disclose any technical information, business information, or other proprietary data without the prior written permission from the other party. Expressly excluded from this agreement is information known by either party prior to entering this agreement or information that is found to be public knowledge during the period this agreement is in effect.

_________________________________________  ______________________________________
Rowan University   Date

_________________________________________  ______________________________________
Principal Investigator   Date

_________________________________________  ______________________________________
Sponsor   Date