



## INTELLECTUAL PROPERTY POLICY AND PROCEDURES

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### 1. Introduction

This policy is designed to achieve the following objectives:

- a) Encourage the creative endeavors of all members of the RUSVM community;
- b) Safeguard the rights and interests of all relevant parties (including RUSVM itself) in the creative products of those associated with RUSVM;
- c) Facilitate the dissemination and use of the findings of academic research so as to benefit the public at the earliest possible time;
- d) Provide machinery by which the significance of the findings of academic research may be determined and, when appropriate, their public use facilitated;
- e) Assist in the negotiation and preparation of contracts with outside sponsors, collaborators and licensees, and support the fulfillment of the terms of those contracts;
- f) Provide for the equitable distribution of benefits resulting from intellectual property among the various parties with interests in it.

#### 1.1 General Principles

Intellectual Property (IP) is important to us and to our employees:

- We are a generator of IP and a user of IP;
- IP is a key input to and output from our research, teaching, knowledge exchange and other activities;
- IP is integral to our research, teaching and knowledge exchange activities;
- IP can be utilized to help further our research, teaching and knowledge exchange objectives. IP is important to our funders and collaborators:
- In accepting funding, we agree to take on certain obligations in relation to IP that might be generated by the work undertaken in relation to such funding;
- When undertaking research on behalf of a third party we may be under IP related obligations to such third party purchaser of that research;
- When we enter into agreements with external bodies, including research funders and/or purchasers of our services, we will often be entering into IP related agreements;

- Research funders will often not claim ownership of IP that might be created by the research they are funding but will generally require us to identify, protect, and where applicable, commercially exploit the IP generated by such research. In other cases, transfer of IP to a funder will be an explicit condition of the funding, and so protecting the IP from its point of creation will be essential for fulfilling contract terms and conditions.

This policy establishes the rights and responsibilities of all faculty, staff, and students under the circumstances specifically provided herein who discover or invent a device, product (including written documents and copyright materials), or method, while associated with RUSVM, whether or not RUSVM's time, funding or facilities are used. This policy also applies to all pending invention disclosures and/or patent applications and/or patents not yet licensed or transferred as of December 2, 2016.

Ownership of IP created by an individual who is an employee is generally determined by considering three things:

- Who created the IP?
- Was the IP created in the course of the creator's employment?
- Are there any contractual conditions that affect ownership?

It should be noted that clarity and timing of ownership of IP and related rights is essential to enable IP to be effectively utilized, whether or not we are considering commercial exploitation of the IP.

### 2. Definitions

**2.1 COPYRIGHT:** is the set of exclusive legal rights, as defined by law, that subsist in relation to an original work of authorship.

**2.2 EMPLOYEES:** means all full-time and part-time employees of RUSVM, whether faculty members, staff or students.

**2.3 FACULTY:** means all employees who meet the definition of "faculty members" contained in the most recent version of RUSVM's Faculty Handbook. For the avoidance of doubt, where a member of faculty is also a RUSVM student, they shall be governed by all of the provisions of this policy. In such instances, in case of any actual or potential conflict between the provisions relating to faculty and the provisions relating to students, those relating to faculty shall take precedence.



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**2.4 INTELLECTUAL PROPERTY:** means property in intangibles that are developed or chiefly guided by the intellect of their creators. It includes, but is not limited to, patents, trade secrets, copyrights, mask work rights, trademarks, and rights in tangible research materials.

**2.5 PATENT:** means a patent issued by the United States Government or by any foreign government securing to an inventor for a limited time a set of exclusive legal rights in relation to his invention; it includes applications for patents, divisionals, reissued patents, continuations, and continuations-in-part of patents and applications therefore.

**2.6 STAFF:** means all employees of RUSVM who are not faculty members or students.

**2.7 STUDENTS:** means all persons enrolled in a course of study, full-time or part-time, in RUSVM. A "COVERED STUDENT" means a student to whom this policy applies.

**2.8 TANGIBLE RESEARCH MATERIALS:** means tangible items produced in the course of research projects (such as a cell line or a radioimmunoassay), but not any information embodied in such items. It does not include tangible items that embody information as to which RUSVM has no ownership rights, or as to which it waives and releases its ownership rights under Section 4 (waiving of copyright).

**2.9 TEACHING MATERIALS:** means any educational materials created for the purpose of delivering the curriculum of the DVM, the Master of Science by Coursework in One Health, and any other program of study offered by RUSVM in the future, which include, but are not limited to: lectures (online, recorded, written, presentations), course notes, course packs, syllabi, handouts, case studies, laboratory class notes, in-class quizzes, assessments, exam questions and clinical skills models.

**2.10 TRADE SECRETS:** means information, whether patentable or not, and including a formula, pattern, compilation, program, device, method, technique, process or know-how, that is protected by law.

**2.11 RUSVM FACILITIES:** means any facility including funding, equipment, and material, available to a person as a direct result of that person's affiliation with RUSVM.

### 3. Applicability

This policy applies to:

- a) all RUSVM faculty members, staff and DVM, Vet Prep and postgraduate students;
- b) any person, other than a RUSVM faculty member, staff or student, who is aided by RUSVM facilities or staff, or by funds administered by RUSVM; and
- c) any person, other than a RUSVM faculty member, staff or student, who is working at RUSVM by virtue of a grant from, or a contract with an outside body, whether governmental or private.
- d) Upon prior written agreement with RUSVM, this policy may also be applied to persons who do not fall into any of the above categories.

Students are exempt from this policy for cases in which RUSVM facilities are not used and where the invention or discovery is not made in the course of the students' studies at RUSVM.

#### 3.1 Condition of Employment, Enrollment and Support

This policy, as amended from time to time, shall become a part of the conditions of employment of every employee, and of the conditions of enrollment and attendance of every covered student, whether such employee or student was employed or enrolled, as the case may be, before or after its adoption.

### 4. Copyright Policy

Creative works that are protectable by copyright belong, under the general law, to an employer if they are created by an employee within the scope of his or her employment. In common with universities generally, however, RUSVM, except for materials deposited in the RUSVM Library, normally does not assert ownership or ask for assignment of copyright in academic/scholarly material such as:

- Journal articles, conference papers, presentations etc.;
- Notes for employees' personal use (not including laboratory notebooks);
- Theses and dissertations;
- Works of art, novels, poems; or
- Books.



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This waiver of rights rests predominantly upon the view that scholars should have unfettered freedom to communicate with others and to convey information to them, whether in the form of research findings, ideas, opinions, advice, or instruction, for any purpose of their choosing.

In recent years, the kinds of work that are copyrightable, as well as the number of media in which any copyrightable work can be created, have increased greatly, so as to include, for example, all kinds of video and audio tapes, microfilms, and computer programs. In many cases, a work created in a new medium is the same, in all essentials, as a book or article of the traditional kind, in that its primary concern is communication with others, and appropriately, such a work should be treated in the same way as books and articles have always been treated.

In many other cases, a copyrightable work in a new medium is not primarily concerned with the communication of the information in that work, but is instead primarily utilitarian or functional, such as a computer program for teaching/learning or that controls the operation of an industrial or commercial process. With respect to this latter kind of work, the considerations that have historically justified RUSVM's refusal to assert its ownership rights do not exist. Such a work is much more closely akin to a scientific or technological invention or discovery, and shall be dealt with by this policy in an analogous manner.

### 4.1 Copyright Ownership Rights

Every copyrightable work or part thereof that is created by a RUSVM member of faculty or staff within the scope of his or her employment, or by a covered student within the scope of his or her activities as such, or by any other person who is aided by RUSVM facilities or staff, or by funds administered by RUSVM, or is working at RUSVM by virtue of a grant from, or a contract with, an outside body, whether governmental or private, shall be the property of RUSVM. As per section 3. Condition of employment, enrollment, or support. ownership rights will be assigned by the individual creator to RUSVM in consideration of RUSVM agreeing to share the net income actually received from such work. This assignment shall be made in a manner determined by RUSVM in accordance with this policy.

### 4.2 Waiver and Release of Copyright Ownership Rights

RUSVM shall, in all cases where it is free to do so, unconditionally waive and release its ownership rights in respect of any copyright-

able work that is concerned primarily with the communication of the scholarly information in that work. RUSVM may, where it is free to do so and after consultation with the individual creator, entirely in its discretion and upon such terms as it deems fit, cause its ownership rights in respect of any other kind of copyrightable work to be waived and released to the individual creator, subject always to its retention of income rights.

In particular, RUSVM may, as a condition of the release of its ownership rights, require the grant to it of a non-exclusive, royalty-free license to use the work in connection with its research and teaching activities. In the case of work submitted for assessment, students agree (a) that we may submit the work to an external service for the purpose of checking for plagiarism or similar purposes and (b) that RUSVM may retain copies of work for administrative and private study or research purposes which may be made available to third parties for those purposes, and in accordance with applicable law.

Material deposited in the RUSVM Library, or in any digital research repository established by RUSVM, becomes our property and will be available for loan and possible copying in whole or in part for private study or research unless, with our agreement, the author wishes to restrict access. For the avoidance of doubt, our ownership of such material will be of the physical or electronic copy of the material, not of the copyright or IP which it contains, unless that otherwise belongs to us.

## 5. Teaching Materials

Any teaching materials created by the instructor prior to the instructor beginning work with RUSVM, and used for teaching at RUSVM at any time, belong to the instructor, with a limited right granted to RUSVM to continue to use such materials with their own students for the sole purpose of teaching and education. RUSVM may not commercialize or otherwise use these materials.

Any teaching materials created by the instructor during the time-frame they were employed at RUSVM are considered works for hire, and belong to RUSVM to use in any way RUSVM desires. Additionally, the instructor has a right to use those materials, including outside of RUSVM and after leaving employment with RUSVM, for teaching and educational purposes.

## 6. Patents and non-copyright IP

RUSVM claims ownership and control of the worldwide patent and intellectual property rights which result from activities of its facul-



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ty, staff, and students. RUSVM “faculty and staff” includes all persons who hold any official faculty or staff relationship to RUSVM, with the exception of those persons who render their services to RUSVM on a gratuitous basis. This exception does not include faculty who are members of professional corporations affiliated with RUSVM, even though the faculty may receive all or part of their compensation from the professional corporation. The inventor will normally receive thirty percent and RUSVM seventy percent of the net financial returns from the licensing or other transfer of patent rights or other intellectual property rights.

If, however, the inventor or another institution believes that the circumstances surrounding the invention, including such factors as support provided by other than RUSVM, place where discovery was made, or lack of relevance to the regular work of the member of the faculty or staff, warrant another distribution, the inventor or the institution may request the RUSVM’s Postgraduate and Research Committee (PGRC), in consultation with DMI’s Legal counsel to review the circumstances. After review, the PGRC will make recommendations to the Dean on the distribution of proceeds.

There may be occasions where IP will be created jointly between a student and us, for example where the IP has been created and/ or developed jointly between our students and our employees through our supervision of a student research project. In these instances we may wish to negotiate with the student with a view to obtaining an assignment of the IP to us. It will be our usual approach in these cases to treat students on the same basis as our employees for purposes of distribution of any rewards and revenues.

### 6.1 Waiver and Release of Ownership Rights of Patents and Non-copyright IP

RUSVM, where it is free to do so and after consultation with the individual inventor or discoverer, may in its discretion and upon such terms as it deems fit, cause its ownership rights in an invention or discovery to be waived and released to the inventor or discoverer, subject always to its retention of income rights as set out in Section 6 below. RUSVM shall, in such a case, execute all documents necessary to enable the individual concerned to undertake protective measures and to make arrangements for the development and commercial exploitation of the invention or discovery.

RUSVM, as determined by the PGRC, in consultation with DMI’s Legal counsel may choose to waive all rights to file a patent on a particular invention or to pursue licensing of such invention, elect-

ing instead to grant the inventor permission to proceed on his or her own in whatever manner the inventor deems appropriate.

With the intent of sharing information within academia, RUSVM will seek to apply creative licensing with non-commercialization purposes to clinical skills models where possible and where a model is invented by an employee in the course of his/her employment. This applies only to clinical skills models developed by RUSVM and may exclude models developed in collaboration with other Ad-talem Global Education partners. Specific guidelines pertaining to Creative Licenses will be made available to employees.

### 7. Distribution of Income from Intellectual Property

The income derived from all intellectual property created by persons to whom this policy applies shall be distributed in the manner set out below. This distribution gives due recognition to the creative contributions of the individuals concerned, to the claims of their closest academic colleagues, and to the interests of the wider RUSVM community by which they have been nurtured and supported.

First, income from each particular license or other transfer will reimburse the “Patent Rights Fund” for legal, professional, and government fees paid for outside services incurred for that licensed or transferred patent or portfolio of patents.

Second, if a particular patent was facilitated by financial support from a RUSVM Development Fund (see below), then the income attributable to that patent must reimburse the fund if the support was categorized as a reimbursable expense at the time of the award.

The balance of proceeds from any license, sale, or other amounts derived from the transfer of patent rights or unpatented intellectual property will then be distributed as follows:

- 30% to the inventor(s).
- 30% to the above “Patent Rights Fund.”
- 10% to a “University Development Fund,” to provide resources to enhance the academic enterprise of RUSVM and/or to develop patentable material under the direction of the Associate Dean for Research and Postgraduate Studies.
- 15% to the department of the inventor, for use in research at the discretion of the inventor with the approval of the head of



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department, if inventor is still a member of the faculty. If the inventor leaves RUSVM, this portion will revert to a RUSVM Development Fund (the inventor's former department may subsequently choose to apply for the use of these funds).

- 15% to RUSVM to cover administrative expenses.
- In the event that total income for a patent or group of related patents or technology rights exceeds \$100,000, the above distribution of royalties may be changed in accordance with a plan approved by Dean of RUSVM, but not so as to reduce the inventor's share.
- In the event an inventor entitled to compensation under the paragraphs above, leaves RUSVM either voluntarily or involuntarily, such inventor will continue to remain entitled to receive payments under the paragraphs above, but will not in any fashion be entitled directly or indirectly to continue to receive or transfer any other rights or benefits to the department of the inventor. In the event of death of an inventor entitled to receive compensation under the paragraphs above, such payments will continue to be paid to the inventor's estate and subsequently to those lawfully taking thereunder in accordance with a court approved distribution.

In every case in which RUSVM is free to, and does, waive and release its ownership rights to intellectual property, the individual creator shall be its owner and may take appropriate measures for its protection or exploitation. RUSVM shall execute all documents necessary to enable the creator to proceed. Where RUSVM is obliged to waive and release its rights unconditionally, it shall not be entitled to any share of the income derived from the released intellectual property. But where RUSVM waives and releases its rights as a matter of discretion, it shall be entitled to a share of the income derived from the released property as follows, unless some other distribution is agreed with the individual creator:

- a) RUSVM shall not be entitled to any share of the first \$10,000 of net income derived from the creator's share of the released property.
- b) RUSVM shall be entitled to fifteen percent of all net income in excess of \$10,000 derived from the creator's share of the released property.

When a member of staff leaves our employment we will generally retain ownership of any IP created during their employment. However, we will transfer ownership of IP where so required by the

terms and conditions of sponsors and funders and will not normally seek to restrict the use of IP in which we have not previously asserted ownership.

### 8. Intellectual Property Created by RUSVM and Employees Under Terms and Conditions of a Funder

Nothing in this policy shall affect the validity or operation of any grant or sponsored research and/or publication agreement between an outside body (whether governmental or private) on the one hand, and RUSVM, or any person to whom this policy applies, on the other. In particular, this policy shall not in any way affect any provisions in such a grant or agreement relating to the ownership, control, and administration of intellectual property resulting from the performance of the grant or agreement.

Patent rights resulting from government sponsored research grants, contracts, fellowships, or other such arrangement, are controlled by the terms of those agreements, but as between RUSVM and faculty members and staff accepting such grants, patent rights are subject to the provisions herein regarding title to patents.

Patent rights resulting from the research grants or contracts of non-government agencies or sources are, as between RUSVM and faculty members and staff, subject to the provisions herein regarding title to patents.

We will seek assignment of student owned IP to us if required to do so by the terms of agreements with funders or other external bodies and in other appropriate circumstances. Any such agreements must be entered into before the commencement of the project or activity. In such cases, it will be a condition of a student's participation in the project or activity that IP arising out of their work is assigned to us.

### 9. Procedures and Administration of Policy

The Dean or his/her designees will be responsible for the implementation and administration of this policy. In cooperation with DMI's Legal counsel, the PGRC and HR shall develop, disseminate and implement policies and procedures relating to intellectual property. In addition, they shall, in relation to intellectual property owned and retained by RUSVM, and may, in relation to other intellectual property:



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- a) Assist in the identification of protectable intellectual property.
- b) Coordinate the process of seeking appropriate protection of intellectual property, and assist faculty and staff in this regard.
- c) Respect the interests of the individual creator of intellectual property, and insure that he or she shall be a working partner in the process of obtaining protection, and carrying out the exploitation or development of the intellectual property.

### 9.1 Disclosure Procedures

Every person to whom this policy applies shall disclose to RUSVM, in accordance with the procedures set out in Section 9.2 below, every work created by him or her (except works that are books, articles, musical compositions, or works of fine art and do not involve the extraordinary use of RUSVM resources or facilities), whatever its subject matter and whatever the medium in which it has been created.

This disclosure shall be made on confidential disclosure forms, which are available upon request. If additional information is required, RUSVM shall so notify the individual creator, and shall specify the type of information it requires. Upon the receipt of sufficient information, or upon the expiration of ninety (90) days from the date of an inquiry as to sufficiency by the creator to which there has been no response by RUSVM, whichever is earlier, the disclosure shall be deemed complete.

RUSVM shall notify the individual creator whether it wishes to retain the intellectual property in the disclosure or whether RUSVM is obliged (under Section 6.02(a), above) or voluntarily wishes (under Sections 5.02 and 6.02(b), above), to waive and release its ownership rights. Such notification may be demanded by the individual creator at any time after the receipt of a complete disclosure, and if so demanded, shall be given no later than ninety (90) days after the making of the demand.

### 9.2 Procedures for the Protection, Development and Exploitation of Intellectual Property

RUSVM shall, in respect of intellectual property owned and retained by it, take all appropriate and reasonable measures to protect the property and exploit or otherwise develop it, and shall, upon request provide the individual creator with a written report describing the measures it has taken. In the event that RUSVM decides subsequently not to take such measures, and to abandon the property, it shall notify the individual creator promptly of its de-

cision. In respect of intellectual property not owned by RUSVM, or owned by it but not retained by it, or owned and retained but subsequently abandoned by it, RUSVM may assist the individual creator in taking, at his or her own expense, the measures necessary for the protection, exploitation and development of the property.

The preparation and negotiation of any IP agreements or contracts involving the allocation of rights in and to IP will be undertaken by a competent person or persons authorized for this purpose by the Adtalem Global Education.

## 10 Resolution of Disputes

Any disputes arising under this policy, between RUSVM and any person to whom this policy applies, shall in the first instance be referred to, and considered by the Associate Dean for Research and Postgraduate Studies or their respective designee(s), as appropriate. Where IP ownership is unclear, for example, where it is not clear if the IP was generated during the course of our employee's employment with us, any dispute relating to ownership of the IP will, in the first instance, be attempted to be resolved through negotiation. In the event that such negotiations result in an acknowledgment by us that the IP is rightfully owned by an employee it will be our preferred approach to encourage such employee to utilize or commercialize the relevant IP through us.

If the dispute is not resolved thereby, the matter shall be submitted for arbitration to be administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA") on demand of either party located at 120 Broadway, Floor 21, New York, NY 10271. Such proceeding shall be conducted in the English language in New York, NY before one (1) arbitrator and, except as otherwise provided in this Agreement, shall be conducted in accordance with the then current international dispute resolution procedures or such successor commercial arbitration rules of the AAA for international arbitrations. This arbitration provision shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement. The arbitrator shall have the right to award or include in their award any relief which he or she deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs, provided that the arbitrator shall not have the authority to award exemplary or punitive damages or any special or consequential damages. The award and decision of the arbitrator shall be conclusive and binding upon all parties to the arbitration



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and judgment upon the award may be entered in any court of competent jurisdiction, and the parties waive any right to contest the validity or enforceability of such award. Notwithstanding anything contained in this Section to the contrary, either party hereto shall have the right to obtain in a proper case temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction.



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Important information about the educational debt, earnings, and completion rates of students who attended this program can be found at:

<http://veterinary.rossu.edu/gainful-employment.html>