Clayton State University
Intellectual Property Policy & Procedures

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I. Introduction

This policy is applicable to all faculty, staff, and students at Clayton State University and extends to people receiving compensation or funding from the University and/or University Foundation, or funds administered by the University and/or University Foundation, and volunteers or other persons performing research or other activities on campus using University resources, such as visiting scholars.

Clayton State University, hereafter referred to as the "University" is committed to teaching, research, and the extension of knowledge with the public. Faculty, staff, and students at the University, hereafter referred to as "University Personnel," recognize as their two major objectives, the production of new knowledge and the dissemination of old and new knowledge. Inherent in these objectives is the need to encourage the production of creative and scholarly works and the development of new and useful materials, devices, processes, and other inventions, some of which may have potential for commercialization. Such activities contribute to the professional development of the individuals involved, enhance the reputation of the University, provide additional educational opportunities for participating students, and promote the general welfare of the public at large.

Creative and scholarly works and inventions that have commercial potential may be protected under the laws of various countries that establish rights called “Intellectual Property,” a term that includes patents, copyrights, trade secrets, trademarks, plant variety protection, and other rights. Such Intellectual Property often comes about because of activities of University Personnel who have been directed to create or aided wholly or in part through use of facilities of the University. It becomes significant, therefore, to ensure the utilization of such Intellectual Property for the public good and to expedite its development and marketing. The rights and privileges, as well as the incentive, of the authors, creators, or inventors, hereinafter referred to as the “Originators,” must be preserved so that the use of their abilities and the abilities of others at the University may be further encouraged and stimulated.

In order to establish the respective rights and obligations of the University, its faculty, students, and other employees in Intellectual Property of all kinds now and hereafter existing and of all countries, regions or other political entities, the University has established the following Intellectual Property Policy.

The University shall require recognition and adherence to this policy by all University faculty and staff. Students and others working on research projects or other activities at the University requiring University assistance or utilization of University facilities will be required to recognize and adhere to this policy.

Academic Freedom and Scholarly Expression

Clayton State University recognizes and supports the principles of academic freedom and the longstanding academic tradition that faculty retain ownership of scholarly and creative works developed through independent academic activity, unless ownership is otherwise established by sponsored agreements, a specific University assignment, significant use of University resources, applicable law, or a written agreement.

Nothing in this policy is intended to restrict academic freedom, scholarly inquiry, publication, creative expression, or the dissemination of research findings. The University reserves rights only as necessary for lawful University business purposes and for stewardship of intellectual property developed through University-supported activities.

II. Definitions

A. Biological Materials

"Biological Materials" shall include, but are not limited to, chemical compounds of biological origin, drugs, mutants, genetically engineered organisms, antibodies, hybridomas, cell lines, sera, supernatants, vectors, antigens, cDNAs, ESTs, SNPs, and chemical compounds including enzymes and derivatives thereof.

B. Commercialization (or Commercialize)

“Commercialization or Commercialize” means the sale, licensing, leasing, transfer, or other exploitation of Intellectual Property for financial or other valuable consideration, including through third-party agreements or business entities.

C. Copyrighted Materials

"Copyrighted Materials" shall include the following: (1) books, journal articles, texts, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests, and proposals; (2) lectures, musical or dramatic compositions, unpublished scripts; (3) films, filmstrips, charts, transparencies, and other visual aids; (4) video and audio tapes or cassettes; (5) live video and audio broadcasts; (6) programmed instructional materials; (7) mask works; (8) research notes, research data reports, and research notebooks; and (9) other materials or works other than software which qualify for protection under the copyright laws of the United States (see 17 U.S.C. §102 et seq.) or other protective statutes whether or not registered thereunder.

D. Course Material

"Course Material" shall include course syllabi, tests, course assignments, lectures, lecture notes, and other materials prepared by the course instructor for the purpose of course instruction or evaluation.

E. Intellectual Property

"Intellectual Property" shall be deemed to refer to patentable materials, copyrighted materials, trademarks, software, and trade secrets, whether or not formal protection is sought.

F. License

“License” means an agreement, generally a written agreement granting permission to use Intellectual Property under specified terms and conditions without transfer of ownership, whether exclusive or non-exclusive.

G. Mask Work

"Mask Work" means a series of related images, however fixed or encoded: (i) having or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product; and (ii) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product. (see 17 U.S.C. §901.)

H. Net Equity

"Net Equity" is defined as the value of the equity received by the University as a result of

transferring rights in the Intellectual Property less the University's out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing, and transferring that Intellectual Property.

I. Net Income

"Net Income" is defined as the gross monetary payments the University and/or University Foundation receives as a result of transferring rights in the Intellectual Property less the University and/or University Foundation's out-of-pocket expenditures (including legal fees) directly attributable to protecting, developing, and transferring that Intellectual Property.

J. Novel Plant Variety

"Novel Plant Variety" means a novel variety of sexually reproduced plant. (see 7 U.S.C. §2321 et seq.)

K. Patentable Materials

"Patentable Materials" shall be deemed to refer to items other than software which reasonably appear to qualify for protection under the patent laws of the United States (see 35 U.S.C. §101 et seq.) or other protective statues, including Novel Plant Varieties and Patentable Plants, whether or not patentable thereunder.

L. Patentable Inventions

"Patentable Inventions" shall be deemed to refer to subject matter (a new, non-obvious, useful process, machine, manufacture, composition of matter or improvement thereof) which reasonably appears to qualify for protection under the patent laws of the United States or other protective statutes, including Novel Plant Varieties and Patentable Plants, whether or not patentable there under.

M. Patentable Plant

"Patentable Plant" means an asexually reproduced distinct and new variety of plant (see 35 U.S.C. §161.)

N. Scholarly or Creative Work

"Scholarly or Creative Work" shall include books, articles and other publications, artistic creations, library manuscripts, visual and auditory creations, and musical works, irrespective of their medium of storage or presentation. Software, computer programs, and databases are only defined as Scholarly or Creative Work if they are accessory to or part of a scholarly text. Textbooks and related software developed as a Specific University Assignment are not considered Scholarly or Creative Work for the purpose of this definition.

O. Specific University-Assigned Efforts

Intellectual Property developed as a result of assigned institutional effort.

P. University-Assisted Individual Effort

Intellectual Property developed by faculty, staff, or students of the University where the University provides support of their efforts or use of University resources in more than a purely incidental way, unless such resources are available without charge to the public.

Q. Individual Effort

Intellectual Property developed by faculty, staff, or students of the institution that (1)

does not use, except in a purely incidental way, University resources unless such resources are available without charge to the public; (2) is not prepared in accordance with the terms of a University contract or grant; and (3) is not developed by faculty, staff, or students as a specific University assignment. The general obligation to produce scholarly and creative works does not constitute a specific assignment for this purpose. The nature and extent of the use of University resources shall be determined using the process addressed in II.Q below.

R. Sponsor-Supported Efforts

Intellectual Property produced as a result of a grant or contract between a sponsor and the institution.

S. Significant Use of University Resources

"Significant Use of University Resources" means use of University or Clayton State University Foundation resources that exceeds ordinary, incidental, or generally available support and materially contributes to the creation, development, evaluation, protection, or commercialization of Intellectual Property. Routine use of offices, library resources, generally available computers, standard software, telecommunications, learning management systems, ordinary staff assistance, or resources available to similarly situated faculty, staff, or students generally does not constitute Significant Use. Significant Use may include dedicated funding, specialized laboratories, substantial technical or staff support, special equipment, paid release time specifically assigned to the project, University-paid consultants or contractors, or other resources not ordinarily available without special approval. The Originator should request a written determination as early as practicable through the University intellectual property disclosure process. The Chair of the Intellectual Property Committee, or the Provost or Chief Business Officer if the Chair is unavailable or recused, shall issue a written designation subject to the appeal process in this policy. Significant Use of University or Foundation resources and, thus, institutional ownership or shared ownership of Intellectual Property, may exist under the following conditions:

University-Assigned Efforts: Ownership of Intellectual Property developed as a result of assigned institutional effort shall reside with the University. However, sharing of royalty income with the Originator is authorized and further described in Section VI.F.

University-Assisted Individual Effort: Ownership of Intellectual Property developed by faculty, staff, or students where the University provides support or resources in more than a purely incidental way, unless such resources are available without charge to the public or similarly situated University personnel, shall be shared by the Originator and the University as described in Sections VI.C and VI.F.

T. Software

"Software" shall include one or more computer programs existing in any form, or any associated operational procedures, manuals or other documentation, whether or not protectable or protected by patent or copyright. The term “computer program” shall mean a set of instructions, statements, or related data that, in actual or modified form,

is capable of causing a computer or computer system to perform specified functions.

U. Trademarks

"Trademarks" shall include all trademarks, service marks, trade names, seals, symbols, designs, slogans, or logotypes developed by or associated with the University System or any of its institutions. (See 17 U.S.C. §1127.)

V. Trade Secrets

"Trade Secrets" means information including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. (see O.C.G.A. §10-1-761.)

III. Determination of Rights and Equities in Intellectual Property

Ownership in Intellectual Property will be determined in accordance with the following categories of creation:

A. Consulting

Consulting for outside organizations may be performed by University faculty or staff pursuant to prior approval by the University and pursuant to this University policy on Intellectual Property. Any consulting or other agreement should include a statement that the faculty member has obligations to the University as described in this Intellectual Property Policy, and this Intellectual Property Policy should be attached to any agreement. In the event that there is any conflict between the consultant's obligations to this Intellectual Property Policy and their obligations to the entity for whom they consult, the obligations to the University and this Intellectual Property Policy shall control. University Personnel engaging in Consulting shall disclose their consulting with outside organizations to the appropriate University officials prior to engaging in such activities in accordance with the University's Conflict of Commitment and Conflict of Interest Policy.

B. Individual Efforts

Ownership of Intellectual Property developed by University Personnel shall reside with the Originator(s) of such Intellectual Property if:

1. The Intellectual Property includes, but is not limited to, course materials, software, inventions, creative works, scholarly works, and other outputs developed at the University by faculty, staff, or students as Individual Efforts. The University shall retain a non-exclusive, royalty-free license to use such materials solely for legitimate University business purposes, including educational instruction, accreditation, assessment, institutional continuity, compliance, archival preservation, administrative operations, promotional activities, and operational uses for up to twelve (12) months following the termination of the Originator's employment or

affiliation with the University. The license shall not be interpreted to prohibit an Originator from assigning, licensing, or otherwise transferring intellectual property rights to third parties, including scholarly publishers, and shall not authorize the University to commercially exploit scholarly works except as otherwise provided by law or written agreement; or

2. The Intellectual Property is not prepared in accordance with the terms of a University and/or University System of Georgia/State of Georgia contract or grant; or
3. The Intellectual Property was created by a student, not employed by the University, solely for the purpose of satisfying a course requirement. This does not apply if the transfer of ownership rights is made a condition of participation in a course; or
4. The Intellectual Property is a Scholarly Work, unless
   a) *the Scholarly or Creative Work was developed by the Originator(s) as a Specific University Assignment; or*
   b) *the Scholarly or Creative Work was developed with Significant Use of University Resources.*

It shall be the responsibility of the Originator(s) to disclose Intellectual Property when disclosure is required under this policy through the University's designated Intellectual Property Disclosure Form or electronic disclosure process. The disclosure process shall provide automatic routing and timestamping to the Vice President for Business and Operations or designee, the appropriate Dean or Division Head, and the Intellectual Property Committee as needed. Disclosure is not required for ordinary scholarly publications, creative works, course materials, or internal instructional materials unless the work is intended for commercialization, was created under a sponsored agreement, involved Significant Use of University resources, was created as a Specific University Assignment, or otherwise implicates University ownership or contractual obligations.

C. Research Notes, Data Reports, and Notebooks

Copyright protection subsists in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Research notes, research data reports, research notebooks, and software created during research are included within the definitions of copyrighted materials and software. Their ownership is determined by Sections III. A. through III. G. with ownership vested in the University if the research is University-Assigned, if University resources, as defined in Section III. F. are used or if so, determined by the sponsored project agreement.

D. Sponsor-Supported Efforts

Sponsored project agreements often contain specific provisions with respect to ownership of Intellectual Property developed during the course of such work, in which case the terms of the sponsored project agreement shall establish ownership. When the sponsored project agreement is silent on the matter, following notification and determination of ownership, all rights in Intellectual Property shall be assigned to the

University.

Income, if any, from such Intellectual Property developed from Sponsor-Supported Efforts shall be shared, subject to sponsor's requirements, in accordance with Section VI. F.

E. University-Assigned Efforts

Ownership of Intellectual Property developed as a result of assigned University effort shall reside with the University. Copyrightable works created by an employee in the course of his/her employment are considered to be works made for hire under Copyright Law, with ownership vested in the University. Notwithstanding the above, however, a faculty member's or student's general obligation to produce Scholarly and Creative Works (Section II. L.) does not constitute work for hire or a specific University assignment.

Work supported by University such as employee work shall be considered assigned efforts rather than the general obligation to produce scholarly and creative works.

Income, if any, from such Intellectual Property developed from University-Assigned Efforts shall be shared as described below in Section VI. F.

F. University-Assisted Efforts

Ownership of Intellectual Property developed by University Personnel through an effort that makes Significant Use of University Resources (Section II. M.) shall be shared by the Originator and the University.

Income, if any, from such Intellectual Property developed from University-Assisted Efforts shall be shared as described below in Section VI. C. and Section VI. F.

G. Other Effort

Ownership rights to Intellectual Property developed under any circumstances other than those listed in Sections III, A – F of this Policy shall be determined on an individual basis in consultation with the Intellectual Property Committee and approved by the Vice President for Business and Operations.

Student-Created Intellectual Property

Unless otherwise governed by sponsored research terms, University employment, a written agreement, a Specific University Assignment, or Significant Use of University resources, students ordinarily retain ownership of Intellectual Property created through coursework, class assignments, independent research projects, capstone projects, entrepreneurial activities, creative or artistic works, software, and technological developments.

The University may assert ownership or shared ownership of student-created Intellectual Property only when: (1) the student is acting within the scope of University employment; (2) the work is created under a sponsored project or agreement that requires institutional ownership; (3) the work results from a Specific University Assignment; (4) Significant University resources are used beyond those ordinarily available to students; or (5) the student voluntarily enters into a written agreement assigning or sharing ownership rights.

IV. Disclosure and Obligations

A. Disclosure of Intellectual Property

University Personnel must disclose Intellectual Property through the University's designated Intellectual Property Disclosure Form or electronic disclosure process when the Intellectual Property may be subject to University ownership or shared ownership, may have patent, licensing, or commercialization potential, was created under a sponsored agreement, was created as a Specific University Assignment, involved Significant Use of University resources, or otherwise requires review under this policy. The disclosure process should identify the Originator(s), the nature of the Intellectual Property, funding or sponsorship, use of University resources, any applicable deadlines, and any known third-party rights or publication obligations.

The author(s) is granted a license for the limited purpose of the particular non-commercial publication.

Disclosure is initiated by submission of the Intellectual Property Disclosure Form or approved electronic disclosure process. The receiving office shall acknowledge receipt in writing, route the matter to appropriate reviewers, and maintain records of submission, routing, determinations, deadlines, and appeals. Individuals covered by this policy shall treat Intellectual Property consistently with applicable trade secret, confidentiality, sponsor, and publication obligations and shall cooperate with the University in evaluating, protecting, licensing, or commercializing Intellectual Property covered by this policy.

B. Obligations of Principal Investigators/Project Directors

Principal Investigator/Project Directors shall be responsible for sharing a copy of this policy and informing co-workers of their rights and obligations under contracts, grants, and the like before the initiation of research and/or projects.

C. Confidentiality

Certain contractual obligations and governmental regulations require that information be maintained in confidence. Additionally, some works, such as certain computer software, may best be protected and licensed as trade secrets, and inventions must be maintained in confidence for limited periods to avoid the loss of patent rights. Accordingly, the timing of publications is important, and University Personnel shall use their best efforts to keep the following items confidential:

1. All information or material designated confidential in a contract, grant, or the like subject to applicable state or federal law;
2. All information or material designated or required to be maintained as confidential under any applicable governmental statutes or regulations; and
3. All information relating to Intellectual Property developed by University Personnel which may be protected under this Policy until application has been made for protection.

D. Collaboration

Collaboration between University Personnel and persons not employed or associated

with the University, including researchers at other universities or companies, can result in the development of Intellectual Property jointly owned by the University and other persons or their employers. Protection and commercialization of such joint Intellectual Property can be difficult without extensive cooperation and agreement among the owners. Accordingly, it is important for University Personnel involved in or contemplating collaborative activities that may result in the development of Intellectual Property to advise the Vice President of Business and Operations of such activities as early as possible, preferably while they are being considered.

E. Investment in Business Entity

An Originator who holds an investment or ownership interest in a business entity that intends to license and commercialize University owned Intellectual Property shall disclose their investor or ownership status to the appropriate University officials in accordance with the University's Conflict of Commitment and Conflict of Interest Policy and the state's laws of transacting business with their own state entity and obtain the written approval of the Vice President for Business and Operations before the Intellectual Property is licensed. An Originator is encouraged to limit their role in such business entity to that of scientific or technical founder, member of an advisory board, or consultant. An Originator is discouraged from serving on such an entity's Board of Directors or as an officer. When necessary, an Originator may assume such roles upon written approval of the Vice President for Business and Operations, in accordance with O.C.G.A. §45-10-20 et. al.

An Originator who holds an investment in an entity shall not negotiate nor attempt to influence the licensing terms between the University and such entity, unless allowed by law and the University provides written consent.

Before an Originator may accept sponsorship from an entity that has licensed Intellectual Property developed by the Originator, the Originator must fully disclose the existence of the license, the proposal, statement of work, budget, and other details to the Vice President for Business and Operations and obtain written approval.

V. Intellectual Property Committee

The University Intellectual Property Committee shall be appointed by the President or designee and shall consist of members representing relevant academic and administrative units, including: a Chair appointed by the President or designee; Division of Academic Affairs (1 member); Division of Information Technology (1 member); Division of Business and Operations (1 member); Grants and Sponsored Programs (1 member); College of Arts and Sciences (2 members); College of Business (1 member); College of Health (1 member); College of Science, Technology, Engineering, and Mathematics (2 members, with representation from science and non-science disciplines where practicable); and the University Registrar (Ex Officio). The President or designee may appoint additional ad hoc members when specialized expertise or stakeholder representation is needed. Members are required to recuse themselves from deliberation

for any deliberation of Intellectual Property if they have an interest or the perception of interest in the Intellectual Property.

Committee appointments will be for three (3) years. Members of the Committee may be appointed to serve consecutive terms. In the event any seat on the Committee is vacated prior to the expiration of the normal term, the President or designee shall appoint a successor to fill the remaining term in accordance with the procedures outlined above. The Committee shall meet as necessary during the year.

VI. Administrative Procedures

A. Responsibility

The administration of the principles and policies set forth in this document is the responsibility of the Vice President for Business and Operations, whose office shall do so with the utilization of the University Intellectual Property Committee. If the Vice President for Business and Operations is vacant, unavailable, or recused, the President or designee may appoint an alternate senior administrator to perform the duties assigned to that position under this policy. References to the Vice President for Business and Operations include a duly authorized designee or alternate administrator appointed under this paragraph.

Upon receipt of the Intellectual Property Disclosure Form from the Originator, the University's interest in patenting and/or licensing the disclosed Intellectual Property must be determined in a timely manner. After preliminary evaluation by the Vice President(s), the Vice Presidents(s) in consultation with the Chair of the Intellectual Property Committee, will initiate one or more of the following actions within ninety (90) business days of receiving the disclosure:

1. Initiate an independent evaluation of the disclosed Intellectual Property.
2. Seek the services of a Special Assistant Attorney General to facilitate the filing of a Patent or Copyright application.
3. Submit the disclosed Intellectual Property to the Intellectual Property Committee for its evaluation and recommendation.
4. If rights in the disclosed Intellectual Property are subject to the terms of a grant or contract, comply with the terms of the grant or contract.
5. Assign or confirm title to the disclosed Intellectual Property to the Originator(s) in writing

If the disclosure is referred to the Committee for a recommendation, the Committee shall review the disclosure and, if appropriate, hear an oral presentation by the Originator, supported by visual material as may be required for clarity. Use may be made of appropriate ad hoc members, including external agencies, who can best assist in evaluating the Intellectual Property. The Committee shall recommend whether the University should exert an interest in Intellectual Property, based on a determination that the disclosed Intellectual Property is novel, useful, non-obvious and/or has

commercial potential.
The responsible administrative office shall maintain a written workflow for each disclosure, including date of receipt, routing history, reviewers assigned, requested additional information, Committee referral date, deadlines for recommendation or decision, final determination, and appeal deadlines. The Originator shall receive written notice of material status changes and any request for additional information.

Within sixty (60) business days of the disclosure being submitted to the Committee, the Committee will make a recommendation to the Vice President for Business and Operations as to whether the University should pursue development of the Intellectual Property. If the Committee requires additional time, it shall request such additional time from the Vice President, in writing, including a justification for the request. Such additional time must be at the agreement of the involved parties (i.e., the Originator(s)) and shall not exceed thirty (30) days.

The Vice President for Business and Operations will consider the recommendation of the Committee, and the Vice President or designee will respond to the Originator, in writing, whether the University intends to pursue development of the Intellectual Property. Generally, the Vice President or designee's determination will be due to the Originator no later than thirty (30) days from the receipt of the Committee's recommendation report.

The Vice President of Business and Operations will complete consideration of the Intellectual Property and inform the Originator within 180 days of submission regardless of the action(s) chosen. If no decision is documented within this 180 day period, the University shall have decided it has no interest in pursuing the development of the Intellectual Property, and the procedures of the following paragraph apply. However, in the event of unusual or complex matters, the University reserves the right to extend these time periods and will inform the Originator(s) of the additional time needed to complete the due diligence.

If the Vice President for Business and Operations decides that the University will not pursue development of the Intellectual Property, or such agreed upon decisions are not made or responded to in writing during the specified time period, or a mutually agreeable extended time period, the University shall assign its rights to pursue development of the Intellectual Property back to the Originator, except that the University will retain royalty-free license rights to the Intellectual Property.

The University recognizes that there may be times when the IP is tied to a pending publication, grant deadline, or commercial property, and the University reserves the right to expedite the process to meet such deadlines.

B. Administration of Sponsor Supported Efforts and University-Assigned Efforts

The Vice President for Business and Operations and the Intellectual Property Committee have the responsibility to evaluate Intellectual Property developed from Sponsor-Supported Efforts, and from University-Assigned Efforts, and to determine whether to administer such Intellectual Property by undertaking those efforts they determine, in their sole discretion, subject to any applicable laws, to be appropriate to protect and license or otherwise commercialize such Intellectual Property.

C. Administration of University-Assisted Efforts

The administration by either the Originator or University of any Intellectual Property that is the result of University-Assisted Individual Efforts will be determined by the Intellectual Property Committee. The determination will be submitted to the Vice President for Business and Operations for review and approval. The determination will be based on the amount of effort/resources used by the Originator and the University in the development of intellectual property. Such Intellectual Property that is administered by University shall be treated as University-Assigned Efforts Intellectual Property and shall require the assignment of the Originator's rights in such Intellectual Property to the University.

Intellectual Property that is administered by the Originator under this Section VI. C. shall be assigned to the Originator under a simple agreement that provides for periodic reports describing the Originator's administrative activities, generation of payments or royalties, and for payment to University and/or Clayton State University Foundation of a portion of Net Income or Net Equity (as defined in Section VI. F.) from the exploitation of Intellectual Property. Such payment shall normally be 10% - 25% of the Originator's net income or net equity from the commercialization of the Intellectual Property; however, the Intellectual Property Committee may recommend a higher or lower percentage if it seems evident that use of University resources warrants a larger or smaller payment provision.

D. Administration of Individual Efforts

It shall be the responsibility of University Personnel who are Originators to demonstrate that Intellectual Property made, discovered, or developed while employed at or affiliated with the University as a result of Individual Effort meets the criteria set forth in Section III.B. In each case so demonstrated and agreed by the Vice President for Business and Operations or designee and the Intellectual Property Committee, the Intellectual Property will be acknowledged as belonging to the Originator to dispose of as the Originator sees fit. Notwithstanding the above, disclosure is waived for ordinary works of authorship such as scholarly publications, articles, creative works, and instructional material for internal academic use, subject to sponsor agreements, federal or state law, third-party rights, and the limits stated in this policy. The University may retain a non-exclusive, royalty-free license to use such work only for legitimate University business purposes, including instructional continuity, accreditation, assessment, compliance, administrative operations, archival preservation, and institutional records. Nothing in this paragraph shall be construed to prevent an Originator from entering into customary

scholarly publishing agreements or to authorize the University to commercially publish, distribute, or exploit scholarly works in conflict with rights lawfully granted to a third-party publisher or copyright holder.

Individual Effort Intellectual Property may be assigned to the University and/or University Foundation to be treated and administered as University-Assigned Effort (Section III. E.) Intellectual Property if the Vice President for Business and Operations and/or Vice President for University Advancement, the Intellectual Property Committee, and the Originator agree to do so.

E. Declined Sponsor-Supported Effort and University-Assigned Effort Intellectual Property

Whenever the University chooses not to administer Intellectual Property or chooses to cease administering Intellectual Property that is classified or is being administered under Sponsor-Supported Efforts (Section III. D.) or under University-Assigned Efforts (Section III. E.), such Intellectual Property, subject to any obligations to sponsor or federal law, may be assigned by Vice President for Business and Operations and/or Vice President for University Advancement to the Originator to dispose of as the Originator sees fit.

F. Revenue Sharing with Originators

The first $5,000 of accumulated net income derived from the commercialization of any Intellectual Property, or net equity from the exploitation of Intellectual Property, shall be paid to the Originator(s) if they have filed a required disclosure with the University in accordance with this policy. Thereafter, net income or net equity, computed on a cumulative basis, shall be distributed as follows. The University should periodically review and benchmark the distribution formula against comparable University System of Georgia institutions and peer practices to ensure that the formula supports innovation, commercialization, and fair incentives for Originators:

1. Net Income

Net income or net revenue generated from Intellectual Property administered by University and/or University Foundation shall be distributed as follows:

Revenue Tier	Recipient	Distribution Percentage
First $5,000 of accumulated net income	Originator(s)	100%
Over $5000 (calculated annually)	Originator(s)	35%
Over $5000 (calculated annually)	Originator's Department/Unit/College	20%
Over $5000 (calculated annually)	Originator's Division	10%

Over $5000 (calculated annually)	Business & Operations	5%
Over $5000 (calculated annually)	University Excellence Fund	30%

2. Net Equity

When equity is obtained from the commercialization of Intellectual Property, proceeds from Net Equity will be distributed according to the Net Income procedure and be distributed utilizing standard compensation policies and procedures.

The Originator's share of Net Income or proceeds from Net Equity shall be divided equally among joint Originators of jointly developed Intellectual Property unless a written agreement, signed by all joint Originators, provides for a different distribution is filed with Vice President for Business and Operations **prior to** the first distribution of shared Net Income or proceeds from Net Equity.

In the event the terms of the license of the Intellectual Property provide University and/or University Foundation with equity, or an option to acquire equity, in the entity which licenses the Intellectual Property, the share of such equity due to Originators as identified above in V. J will be distributed to the Originators when such equity is transferable or convertible to cash.

In the event the Intellectual Property is licensed to the Originator, the Originator shall waive the right under the University Intellectual Property Policy to receive the Originator's share of royalties identified above in Section VI. F.

If the Originator owns or controls 25% or more of the entity that licenses the Intellectual Property, the Originator shall waive the right under this University Intellectual Property Policy to receive the Originator's share of royalties identified above in Section VI. F. The Originator shall disclose their ownership or control of the entity to the appropriate University officials in accordance with the University's Conflict of Commitment and Conflict of Interest Policy and state law.

In the event the Originator does not receive the Originator's share, that share shall be distributed to the other parties in the proportions detailed above in Section VI. F.

G. Interpretation, Decision, and Appeal

Cases where the Originator and the University agree as to the classification and proposed mechanism of commercialization of the Intellectual Property will be processed by the University in accordance with this policy. All cases in which questions arise as to equities, rights, division of royalties, or any other Intellectual Property-related matter shall be referred to the Intellectual Property Committee for consideration, interpretation of policy, and decision. The Committee or responsible administrative office shall issue written notice of the decision, identify the basis for the decision, state the applicable

appeal deadline, and identify the office to which the appeal must be submitted. Appeal of an Intellectual Property Committee decision shall be to the Vice President for Business and Operations or designated alternate, then to the President, and finally to the Board of Regents. Appeals within the University must be made in writing within sixty (60) days of written notice of a final decision. Appeals to the Board of Regents shall be made in accordance with Article IX of the Bylaws of the Board, which requires that all appeals be filed within twenty (20) days of the final decision of the President of the University.

VII. Prevailing Policy and Heirs and Assigns

A. Prevailing Policy

In the event of conflicts between the Intellectual Property Policy of the Clayton State University and the Intellectual Property Policy of the Board of Regents of the University System of Georgia (BOR Policy Manual 6.3), the Intellectual Property Policy of the Board of Regents shall prevail.

B. Heirs and Assigns

The provisions of this Policy shall inure to the benefit of and be binding upon the heirs and assigns of: (1) all University Personnel, volunteers, students, and independent contractors when designated; and (2) all others who agree to be bound by it.

General Counsel Legal Review and Campus Concerns Appendix

High Priority Concerns: faculty ownership and academic freedom; potential conflict with academic publishing agreements; unclear disclosure requirements; lack of clarity regarding student intellectual property ownership; and ambiguity regarding Significant Use of University resources.

Medium Priority Concerns: Intellectual Property Committee composition and representation; revenue-sharing percentages; and transparency regarding policy revisions and rationale.

Low Priority Concerns: formatting issues, terminology consistency, cross-reference accuracy, table formatting, and final editorial cleanup before adoption.