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## Policy 7.6 Intellectual Property Policy

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**Responsible Official:** VP for Research Administration

**Administering Division/Department:** Technology Transfer

**Effective Date:** June 06, 2002

**Last Revision:** March 30, 2007

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### Overview

Emory University's mission lies in two essential, interwoven purposes: through teaching, to help men and women fully develop their intellectual, aesthetic and moral capacities; and, through the quest for new knowledge and public service, to improve human well-being. These purposes rest upon the premises that education is the most powerful social force of our time for enabling and ennobling the individual, and that the privilege of education entails an obligation to use knowledge for the common good.

To support this mission and the commitment to use knowledge to improve human well-being the University has established this Intellectual Property Policy and these procedures.

Although the University does not undertake research or developmental work principally for the purpose of developing patents and commercial applications, patentable inventions and/or other commercializeable works sometimes result from the activities carried out wholly or in part with University funds and facilities. This Policy is intended to encourage, support, reward and recognize the rights and interests of the Contributors, the public and the sponsor(s).

In establishing this Policy the University recognizes faculty must be free to choose and pursue areas of study and concentration, to share the results of their intellectual efforts with colleagues and students and to retain the traditional academic freedoms for the conduct of scholarly and scientific work. In addition, it is intended that application of this Policy will take into consideration principles of open and full disclosure, overall equity, fairness to the Contributors and the University, and the need for understanding and goodwill among the parties who have an interest in Intellectual Property.

### Applicability

This policy applies to all Emory personnel, and in specific circumstances detailed within this policy, visitors and students.

### Policy Details

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**7.6.06 Distribution of Equity****7.6.07 Intellectual Property Developed with External Funding****7.6.08 Conflict Resolution****7.6.09 Use of Emory Name, Logo or Trademarks/Service Marks****7.6.01 Ownership of Intellectual Property**

Emory University will own all copyrightable, patentable, or other Intellectual Property created or developed by Emory Personnel if the Intellectual Property either (a) is related to the Emory Personnel's normal duties (including clinical duties), course of studies, field of research or scholarly expertise, or (b) was made with the use of Emory Support.

A. Copyrightable Works. In keeping with tradition, Emory does not assert its rights in academic or scholarly Copyrightable Works, such as books, articles, plays, musical compositions, and artistic creations, including Works-for-Hire, except under circumstances in which the Copyrightable Works are either (a) related to the Emory Personnel's normal duties (including clinical duties), course of studies, field of research or scholarly expertise, or (b) made with the use of Emory Support, and were:

- Specifically assigned and funded by Emory;
- Developed with the use of substantially more Emory Support than is normally provided to Emory Personnel; or
- Developed under an externally funded agreement with Emory, unless otherwise provided in the agreement.

If there is any question as to whether a Copyrightable Work falls within the category of exempt Copyrightable Works, a determination will be made by the appropriate Dean, who shall have consulted with the Office of Technology Transfer where appropriate. If the Dean is unable to make a determination, or if the Emory Personnel wishes to appeal the determination, the issue will be presented to the Provost's Intellectual Property Committee. After receiving the advice of the Provost's Intellectual Property Committee, the Provost will make the final decision.

B. New Media. Ownership rights and control of the content included in New Media are governed by copyright and patent law and the provisions of this policy regarding Copyrightable Works. Subject to this policy, Emory will assert ownership in New Media works under circumstances in which the content included in New Media (a) is related to the Emory Personnel's normal duties (including clinical duties), course of studies, field of research or scholarly expertise, or (b) was made with the use of Emory Support, and was:

- Specifically assigned and funded by Emory;
- Developed with the use of substantially more Emory Support than is normally provided to Emory Personnel; or
- Developed under an externally funded agreement with Emory, unless otherwise provided in the agreement.

If there is any question as to whether a New Media work falls within the category of exempt Copyrightable Works, a determination will be made following the procedure set out in Section I.A.

- Specifically assigned and funded by Emory;
- Developed in whole or in part using Emory Support, including grants to Emory from external sponsors; or
- Developed under an externally funded agreement with Emory, unless otherwise provided in the agreement.

**7.6.02 Obligations of Emory Personnel (Including Visitors and Students)**

A. Emory Personnel. All Emory Personnel must agree in writing to be bound by this IP Policy. Emory Personnel who may receive Emory Support will sign an Intellectual Property Rights Agreement Form (the IP Rights Agreement Form, available from the Office of Technology Transfer (OTT) and on the Research Forms Site), to be completed in quadruplicate and filed in the following locations:

- Original to be retained by signatory;
- Original to be retained by the School/Center;
- Original to be retained in the laboratory/department files;
- Original to the relevant supervisor; and
- Copy to OTT.

The responsibility for ensuring that Emory Personnel sign an IP Rights Agreement Form is allocated as follows:

- Emory Human Resources will be responsible for obtaining the signatures of Emory Personnel, excluding faculty and students;
- The Dean of each School/Center will be responsible for obtaining the signature of each faculty member in his/her School/Center;
- The Graduate School, Office of Graduate Medical Education, or Office of Medical Education, as appropriate, will be responsible for obtaining the signature of Emory Personnel in their programs, including but not limited to Students.

Emory Personnel are bound by this IP Policy regardless of whether they have signed an IP Rights Agreement Form.

B. Visitors. Emory Personnel will ensure that a Visitor who has either (1) assigned duties at Emory or (2) receives Emory Support has signed a Visitor's Intellectual Property Agreement Form, available from OTT and on the Research Forms site. Visitors

are obligated to adhere to the provisions of this IP Policy regardless of whether they have signed a Visitor's Intellectual Property Agreement Form.

C. **Students.** Emory generally does not claim ownership of Intellectual Property created by Students in the course of their education. Student Contributors will own the Intellectual Property they create, except where the Intellectual Property:

- Is a Work-for-Hire;
- Is supported by a direct allocation of funds through the University for a specific project;
- Is commissioned by the University;
- Makes significant use of University resources or personnel; or
- Is otherwise subject to contractual obligations.

Students will promptly disclose to OTT the existence of any Intellectual Property to which they have contributed (that is, Intellectual Property to which Emory may assert ownership rights pursuant to Section I).

Externally funded research may be subject to an agreement that imposes certain restrictions upon Emory and/or Emory Personnel regarding Intellectual Property rights and confidentiality. If a Student wishes to participate in a faculty member's Emory research under an agreement that imposes restrictions on Intellectual Property rights or confidentiality, the faculty member will make a written request to the appropriate Dean, who, after consulting with OTT, may grant permission, in writing, for the Student to participate in that research. For good cause shown, the appropriate Dean(s) may also, after consulting with OTT, grant permission for a Student to enter into agreements that bind the individual(s), but not the University. However, Students may not engage in research leading to a thesis or dissertation under an agreement that imposes such restrictions regarding Intellectual Property rights and confidentiality.

### **7.6.03 Disclosure of Intellectual Property to OTT**

Emory Personnel will promptly disclose the existence of any Intellectual Property (that is, Intellectual Property to which Emory may assert ownership rights pursuant to Section 1) to OTT. Delay in contacting OTT may compromise OTT's ability to secure effective legal protection for Intellectual Property. Publication or presentation of research results prior to filing a patent application may substantially compromise patent protection both in the United States and in foreign countries. Prompt disclosure is also necessary to ensure that the appropriate research sponsor is notified in a timely manner and that Emory is in compliance with the federal laws governing research or regulating the sponsor.

The Emory Intellectual Property Disclosure Statement Form is available from OTT and on the Research Forms Site. Emory Personnel are encouraged to contact OTT staff with questions. Additional information regarding OTT can be found on OTT website.

OTT will review all disclosures, make a preliminary determination as to the patentability and marketability of the Technology, and notify the Emory Personnel of its decision as soon as is reasonably possible.

### **7.6.04 Release or Assignment of Certain Intellectual Property**

At the time of disclosure of Intellectual Property (that is, Intellectual Property to which Emory may assert ownership rights pursuant to Sections I) to OTT, or at any time thereafter, Emory Personnel may petition Emory to release or assign ownership of the Intellectual Property by completing a Petition for Release or Assignment (available from OTT and the Research Forms Site), obtaining approval from his/her Supervisors and submitting the form to OTT, which office will submit the form with its recommendation to Emory's Vice President of Research Administration for final approval. An approved petition is required when Emory Personnel intend to pursue commercial development of Intellectual Property independently. Circumstances may exist where Emory is not interested in pursuing the commercialization of the Intellectual Property, and that determination will be made by the Vice President for Research Administration, in consultation with the Emory Personnel's Supervisors, and OTT. No release or assignment of Intellectual Property will be granted where that release or assignment is inconsistent with rights granted to a third party. No release is effective until signed by Emory's Vice President for Research Administration. Petitions will be processed as soon as is reasonably possible, which shall mean not more than 120 days from the completion of the submission. If a faculty member is unsure of the completeness of the submission, s/he may obtain advice about its completeness from the Vice President of Research Administration.

If the Petition for Release or Assignment is denied, an appeal may be submitted in writing to the Provost's Intellectual Property Committee. The Provost's Intellectual Property Committee will consist of three members, drawn from the Advisory Council for the Vice President of Research Administration. The Provost, in consultation with the Executive Committee of the Faculty Council, will select members who provide the appropriate expertise. This Committee will review the denial of the petition and make a written recommendation to the Provost. The Provost will have the sole discretion and final authority to deny or grant the petition. Such decision will be made as soon as is reasonably possible.

Under all circumstances, Emory will retain a non-exclusive, royalty-free, perpetual license to use any released or assigned Intellectual Property for research, clinical service, and educational purposes.

### **7.6.05 Distribution of Cumulative Net Revenue**

It is anticipated that certain Emory Intellectual Property will generate revenue in various forms, including but not limited to royalties or Equity. This section provides the guidelines to be followed in distributing the Cumulative Net Revenue derived from this Intellectual Property.

The Cumulative Net Revenue received by Emory pursuant to a licensed Technology or Copyrighted Work will be distributed by OTT in accordance with Table 1 "Distribution of Cumulative Net Revenue". Such distribution will take place not less than quarterly, unless otherwise agreed upon. Revenues generated from Emory Intellectual Property disclosed to OTT on or prior to the date on which this

policy is adopted by Emory's Board of Trustees will be distributed as set forth in Emory's previous Patent Policy. Emory Personnel are not entitled to receive interest on sums deposited into or held in the Patent Clearing Account.

Table 1 – Distribution of Cumulative Net Revenue

	Gross Revenue	Net Revenue	Net Revenue
	up to \$25,000	up to \$4 million	\$4 million and over
Contributor Share	100%	33%	25%
Department Share*	0%	33%	33%
School/Center Share	0%	10%	17%
President's/General	0%	24%**	25%***
University Share****			

\* Emory Contributor may direct the use of up to 50% of the Department Share as an Account Share, but may not accumulate a total Account Share in excess of the greater of (a) \$500,000, or (b) one year of lab expenses as defined by the Dean.

\*\* If the property is software or New Media then the President/General University Share will be 20% and the Department Share will be 37%. The additional 4% of the Department Share will be available to the Emory Contributor to direct the use of for the purpose of updating the software or New Media.

\*\*\* If the property is software or New Media then the President/General University Share will be 21% and the Department Share will be 37%. The additional 4% of the Department Share will be available to the Emory Contributor to update the software or New Media.

\*\*\*\* Distribution of these funds will be done upon the review and approval of the Executive Vice President, Health Affairs, and the Provost. Use of these funds must be for research purposes, as stated in the Bayh-Dole Act and its attendant regulations.

A. Contributor Share. Contributors to Emory Intellectual Property that generates Cumulative Net Revenue are entitled to receive one hundred percent (100%) of the first \$25,000.00 in Gross Revenue, and thereafter a portion of Cumulative Net Revenue. Emory Personnel receiving Contributor Share funds will be responsible for any personal tax obligations that may arise. Emory will assume that all Contributors contributed equally to the development of Intellectual Property, unless Contributors request a different allocation. To be effective, such a request must be made by all Contributors in writing to OTT and signed by all Contributors. Contributors shall have the right to designate other individuals who participated in the design and/or development of the Intellectual Property as Contributors by submitting a writing to OTT signed by all Contributors stating the identity of the additional Contributor(s) and allocation of the Contributor Share to each Contributor. If any dispute arises as to the proper allocation of the Contributor Share among multiple Contributors, or as to whether an Emory Personnel is a Contributor, the dispute will be resolved as set forth in Section VIII, Conflict Resolution.

Contributors will be entitled to receive their Contributor Share funds if they leave the employment of Emory. The estate or designated beneficiaries of a deceased Contributor will be entitled to receive his/her Contributor Share funds. In the event of any dispute or delay arising in the course of probating the estate of a Contributor, Emory will be entitled to retain the Contributor Share in an escrow account until the dispute or delay is resolved.

B. Department Share/Account Share. A Contributor may direct up to fifty percent (50%) of the Department Share into a discretionary account, the "Account Share", but may not accumulate in this account more than the greater of \$500,000 or one year of lab expenses as defined by the Dean. Use of funds in this account will be subject to the policies established by the Contributor's Department, and must be used for research, education, or scholarly purposes. If Contributor holds appointments in more than one Emory Department, the Department Share will be allocated to the Department in which the Contributor holds his/her primary appointment, but the Supervisor of that Department and the Supervisors of other Departments in which the Contributor holds an appointment may decide among themselves on a different allocation. In the event the Supervisors cannot agree, the distribution will first be mediated by the Dean of the school in which the Contributor holds his/her primary appointment, and if not resolved, then determined by the Vice President of Research Administration, in consultation with the relevant Supervisors. A Contributor and/or relevant Supervisor(s) may appeal the decision of the Vice President for Research Administration to the Provost or Executive Vice President for Health Affairs, as appropriate.

A Contributor will not be entitled to receive any Account Share funds if s/he leaves the employment of Emory. Account Share funds allocated to a Contributor who has left the employment of Emory will be distributed to the Contributor's Department Share.

C. School/Center Share. If a Contributor holds appointments in more than one Emory School/Center, the School/Center and Department Share will be allocated to the School/Center in which the Contributor holds his/her primary appointment, but the

Supervisor of that School/Center and the Supervisors of other Schools/Centers in which the Contributor holds an appointment may decide among themselves on a different allocation. In the event that the Supervisors cannot agree, the distribution will be determined by the Vice President of Research Administration, in consultation with the relevant Supervisors. A Contributor and/or relevant Supervisor(s) may appeal the decision of the Vice President for Research Administration to the Provost or Executive Vice President for Health Affairs, as appropriate.

Any School/Center administration fees associated with the use of Account Shares or Department Shares will be applied in accordance with the policies of the relevant School/Center.

D. President's/General University Share. A portion of the Cumulative Net Revenue generated by Emory Intellectual Property will be allocated to a President's/General University account. Distribution of these funds will be done upon the review and approval of the Executive Vice President, Health Affairs, and the Provost. Use of these funds must be for research purposes, as stated in the Bayh-Dole Act and its attendant regulations.

#### 7.6.06 Distribution of Equity

A. Contributor Equity. It is anticipated that certain Emory Intellectual Property will generate revenue in the form of Equity. This section provides the guidelines for the distribution of any Equity that Emory receives in exchange for the grant of rights to Emory Intellectual Property. Contributors will be allowed to receive such Equity subject to and consistent with the following policies:

- This IP Policy;
- University and School/Center Conflict of Interest and Commitment Policies;
- University Conflict of Interest Policy with Respect to Vendors; and
- University and School/Center policies on private consulting by faculty.

All arrangements for the receipt of Equity by Contributors must be approved in advance by the Dean or Director.

Equity received by Emory will be distributed according to the distribution formula set forth in Table 1, Column 2 ("Net Revenue up to \$4 million") either from Emory promptly upon receipt from the Commercial Venture, or directly from the Commercial Venture, except that distribution to a Contributor who is also a Founder will occur as described in Section VI.B.

B. Founder Equity. Emory Personnel who propose to hold Equity in an Emory Start-Up must fully and promptly disclose their proposed relationship with the Emory Start-Up and receive approval from the relevant Supervisor(s) prior to receiving any Equity. Under certain circumstances, subject to all Conflict of Interest and Commitment policies of the University and School/Center, and for limited periods of time, an Emory Personnel may be permitted to engage in activities or hold a position that will cause him/her to incur a fiduciary responsibility to the Emory Start-Up. Permission must be obtained in advance from the relevant Dean(s), after consultation with the Office of General Counsel and OTT. Emory Personnel may be permitted to hold positions in Emory Start-Ups that do not involve a fiduciary responsibility, unless it is determined that there is a conflict of interest or commitment with the Emory Personnel's primary duties to Emory. For example, Emory Personnel may be permitted to serve as scientific advisors to Emory Start-Ups. At Emory's discretion, a conflict management plan, such as an oversight committee, may be implemented to monitor any of an Emory Personnel's research activities that are supported by the Emory Start-Up. Use of Emory's resources by the Emory Start-Up will be at Emory's sole discretion and must be approved in advance by the Emory Personnel's Supervisor and the Dean, after consultation with the Office of General Counsel and OTT.

The split of Equity between Emory and the Founders of an Emory Start-Up will be determined on a case-by-case basis by OTT and approved by the Vice President for Research Administration, Provost, and Executive Vice President for Health Affairs prior to the organization of the Emory Start-Up. The Emory Start-Up will issue Founder Equity directly to Emory Personnel. Emory Personnel who receive Founder Equity will not receive any portion of Emory Equity. Emory Equity will be divided equally among the Emory Founder's Department (except that no Account Share will be permitted), School/Center, and the President/University.

#### 7.6.07 Intellectual Property Developed with External Funding

Notwithstanding any other provisions of this IP Policy, all compensation received by Emory, exclusive of the Contributor Share, resulting from Emory Intellectual Property developed in whole or in part with funds received from a source outside Emory will be used in compliance with any terms or conditions imposed by the granting agency or source.

#### 7.6.08 Conflict Resolution

Unless otherwise provided in this IP Policy, any disputes that arise will be resolved by the Vice President for Research Administration in consultation with the relevant Supervisors and other appropriate parties. Emory Personnel may appeal the decision of the Vice President for Research Administration to the Provost's Intellectual Property Committee. After receiving the advice of the Provost's Intellectual Property Committee, the Provost will make the final decision.

#### 7.6.09 Use of Emory Name, Logo or Trademarks/Service Marks

Use of Emory's name, logo or marks in any commercial setting requires prior approval from Emory. Requests for such approval should be submitted to the Vice President for Public Affairs, and a decision will be made in conjunction with the Office of the General Counsel.

C. Patentable and Other Intellectual Property. Emory will assert ownership rights to patentable and other Intellectual Property not covered by No 1.A. or 1.B. which (a) is related to the Emory Personnel's normal duties (including clinical duties), course

of studies, field of research or scholarly expertise, or (b) was made with the use of Emory Support, and was:

## Definitions

**Account Share** shall mean an amount of up to 50% of a Department Share, to be used in accordance with this Policy as a discretionary account, directed by a Contributor, but not to exceed a cumulative total of \$500,000 cumulatively, or one year of lab costs, as defined by the Dean.

**Author** shall mean any individual who has participated in the creation of a work that is protectable under United States copyright law, 17 U.S.C. §102.

**Commercial Venture** shall mean any legal entity that has licensed or intends to license Emory Intellectual Property for further development or commercialization, except EmTechBio.

**Commercialization Costs** shall mean all payments made to third parties for the following costs and expenses:

- Actual expenses incurred by Emory in protecting, developing or marketing any Emory Intellectual Property;
- Actual expenses associated with negotiations in connection with licensing any Emory Intellectual Property; or
- Contractual obligations associated with any Emory Intellectual Property, such as distributing revenues to joint inventors who are not Emory Personnel.

**Contributor** shall mean any individual(s) who is an Inventor and/or an Author with respect to a specific Intellectual Property, whether or not that Intellectual Property is protected under the patent and copyright laws of the United States.

**Contributor Share** shall mean the portion of Cumulative Net Revenue or Equity received in connection with Emory Intellectual Property allocated to a Contributor to that Intellectual Property for his/her personal use.

**Copyrightable Work(s)** shall mean an original work of authorship fixed in a tangible medium of expression, as described in the Copyright Act, 17 U.S.C §102, such as, but not limited to, books, articles, lectures, musical compositions, films, charts and other visual aids, software, video/audio tapes, and video/audio broadcasts.

**Cumulative Net Revenue** shall mean the cumulative Gross Revenue generated by Emory Intellectual Property less:

- the first \$5,000.00, which will be distributed to the Contributors;
- ten percent (10%) of the remainder, which will be used to fund OTT and research programs; and
- any Commercialization Costs;

to be deducted in that specific order.

**Department** shall mean a division of Emory University listed under the heading "Departments" on Schedule A-1, except that in any School/Center not divided into Departments, it shall mean the School/Center itself.

**Department Share** shall mean the portion of Cumulative Net Revenue or Equity received by Emory for Emory Intellectual Property, created in whole or in part by a Contributor, which is allocated to an account within the Department in which the Contributor holds his/her primary appointment.

**Emory, Emory University, or University** shall mean Emory University, including without limit all Departments, Schools, Units, and Centers as listed on the attached Schedule A-1, which may be amended or supplemented from time to time, at Emory's sole discretion.

**Emory Affiliate** shall mean an affiliate of Emory University listed under the heading "Emory Affiliates" on Schedule A-1.

**Emory Intellectual Property** shall mean Intellectual Property that is either owned by or assignable, in whole or in part, to Emory or its assignee or designee, as provided in this IP Policy.

**Emory Personnel** shall mean all persons working at Emory University, including but not limited to:

- Members of the faculty, whether tenured, non-tenured, part-time, volunteer, visiting or adjunct;
- Members of the staff whether full-time, part-time, outside consultant or contractor; and
- Post-graduate students who are enrolled in any Emory program.

For purposes of this IP Policy, Emory Personnel also includes any of the above associated with any Emory Affiliate, provided that the terms of the affiliation agreement shall govern where inconsistent with this IP Policy.

**Emory Start-Up Commercial Venture (Emory Start-Up)** shall mean a Commercial Venture that has licensed or intends to license Emory Intellectual Property as the initial component of its core technology. Emory Personnel may be Founders of Emory Start-Up Commercial Ventures pursuant to the policies set forth in this IP Policy and to other applicable Emory policies concerning conflicts of interest and commitment, including but not limited to the University Conflict of Interest Policy.

**Emory Support** shall mean any resources of Emory received or used by Emory Personnel, including but not limited to monies from internal or external sources, facilities, space, equipment, services or personnel.

**Equity** shall mean any stock, stock options, warrants, partnership interest, or any other type of ownership interest in a Commercial Venture.

**Founder** shall mean an Emory Personnel who has an instrumental role in the organization or capitalization of an Emory Start-Up. It includes but is not limited to all those obtaining ownership prior to an Initial Public Offering (IPO), or those obtaining ownership subsequently at less than fair market value.

**Founder Equity** shall mean Equity issued to a Founder.

**Gross Revenue** shall mean payments actually received by Emory from a third party for the sale, assignment, or licensing of Emory Intellectual Property. Gross Revenue shall include payments identified in an agreement, but shall not include payments received by Emory in connection with litigation or the resolution of a dispute involving Emory Intellectual Property. The disposition of such payments will be determined by Emory on a case-by-case basis. All litigation expenses, fees and costs will be deducted first from any payments received. If those litigation expenses exceed the amounts of the payments, then they will be the first, prior to any deduction for Commercialization Costs, to be deducted from any Gross Revenue generated from the Emory Intellectual Property that is the subject of the dispute.

**Intellectual Property** shall include, but not be limited to, inventions (whether patentable or not), Copyrightable Works, Trademarks, Service Marks, domain names, trade secrets, trade dress rights, moral rights, formulas, designs, software, programming code, New Media, intangible rights in machines, compositions of matter and devices, techniques, processes, procedures, systems or formulations and any other intellectual property rights existing under international, Federal or state law.

**Intellectual Property Disclosure Statement Form** shall mean the form supplied by OTT and submitted by an Emory Personnel to OTT for the purpose of disclosing an Intellectual Property. The form is available from OTT and on the Research Forms Site.

**Inventor** shall mean any Emory Personnel who is an inventor under applicable United States law of a new and useful process, machine or composition of matter, or any new and useful improvement thereof, whether patentable or not. Inventorship shall be determined by outside counsel to the University.

**IP Agreement Form or Intellectual Property Rights Agreement Form** shall mean the form submitted by an Emory Personnel who shall receive or may have opportunities to receive direct Emory Support. The form is available from OTT and on the Research Forms Site.

**New Media** shall mean digital or electronic media, including but not limited to software, video/audio tapes, CD-ROM, DVD-ROM, Internet-based media, and other multimedia materials that are used for the purpose of education or the dissemination of knowledge, but does not include Technology that may be embodied in the New Media.

**OTT** shall mean the Office of Technology Transfer at Emory University. It's website is at <http://www.ott.emory.edu>.

**Patent** shall mean a legal grant made by the United States government pursuant to 35 U.S.C. §101, et. seq., for certain inventions or discoveries that constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or a similar grant made by any other government pursuant to the laws of that country.

**Patent Clearing Account** shall mean the account in which Cumulative Net Revenue may be deposited before distribution.

**President's/General University Share** shall mean the portion of Cumulative Net Revenue or Equity received in connection with Emory Intellectual Property and allocated to the President/General University.

**Provost's Intellectual Property Committee** shall consist of three members, drawn from the Advisory Council for the Vice President of Research Administration. The Provost, in consultation with the Executive Committee of the Faculty Council, will select members who provide the appropriate expertise.

**Research Forms Site** shall mean OTT's website at [http://www.ott.emory.edu/forms.cfm#tech\\_transfer](http://www.ott.emory.edu/forms.cfm#tech_transfer)

**School/Center** shall mean any Undergraduate, College, Professional, or Graduate School, Center, or Unit listed on Schedule A-1.

**School/Center Share** shall mean the portion of Cumulative Net Revenue or Equity received in connection with Emory Intellectual Property and allocated to the School/Center where the Emory Personnel contributing to the Emory Intellectual Property holds his/her primary appointment.

**Software** shall mean one or more computer programs and any associated operational procedures, manuals or other documentation, whether or not protectable under United States patent or copyright law.

**Students** shall mean individuals enrolled at an accredited institution.

**Supervisor** shall mean the Dean, Director, Department Head, Vice President and/ or other individual having direct supervisory authority or responsibility over an Emory Personnel. In the School of Medicine, where approval is required by a Supervisor, it shall include the requirement of approval of the Chair and the Dean.

**Technology** shall mean the tangible and intangible results of research and scholarship and related Intellectual Property rights, whether or not patentable or copyrightable, but excluding Copyrightable Works as defined above. Technology may include, but is not limited to:

- Prototype devices;
- Novel biological materials;
- New chemical compounds;
- Materials having novel optical or electronic characteristics; and
- Software and programming code, where software is not excluded as a Copyrighted Work.

**Trademark** shall mean a word, name, symbol, device or a combination of these used to identify the source or sponsor of a product. Similarly, **Service Mark** shall mean a word, name, symbol device or a combination of these used to identify the source or sponsor of a service.

**Unit** shall mean any association, body, division, entity, institution, or organization, listed under the heading "Units" on Schedule A-1.

**Visitors** shall be considered Emory Personnel for the purposes of this IP Policy, except that they will be required to sign a Visitor's Intellectual Property Agreement Form.

**Visitor's Intellectual Property Agreement Form** shall mean the form to be signed by Visitors who either:

- Have assigned duties and responsibilities at Emory; or
- Utilize Emory Support in the development or creation of Intellectual Property .

The form is available from OTT and on the Research Forms Site.

**Work for Hire** shall mean "Work Made for Hire" as defined under the Copyright Act, 17 U.S.C. §101, which refers to "(1) a work prepared by an employee within the scope of his or her employment" and certain specially ordered or commissioned works.

#### Related Links

- Current Version of This Policy: <http://policies.emory.edu/7.6>

#### Contact Information

Subject	Contact	Phone	Email
Clarification of Policy	Office of Technology Transfer	404-727-2211	ttshere@emory.edu

#### Revision History

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