This Intellectual Property Rights Policy (“Policy”) sets forth the policy of Willamette University (“Willamette” or the “University”) with respect to ownership of and usage rights in Intellectual Property (defined below) created by Members of the University community (defined below).

1. General Principles.

The primary mission of Willamette is the creation and dissemination of knowledge. It also is a goal of the University to translate theory into practice and to apply innovation and creativity that occurs within the University for the benefit of the University and society at large.

The purpose of the Policy is to protect the interests of the university while also encouraging the free expression of scholarly intent, research, creativity, and innovation by Members of the University community.

The policy lays out the terms for fairly allocating the value of any Intellectual Property arising from University-related activities. The University shall abide by all requirements of the federal government and pertinent sponsors of Intellectual Property that the University manages, and we take seriously our responsibility to protect such Intellectual Property for the good of society.

2. Scope.

2.1 This Policy applies to all Intellectual Property arising from University-related activities. This Policy also addresses use of University-owned trademarks, service marks, logos, and other indications of University identity.

2.2 For purposes of this Policy, “Intellectual Property” means all Inventions (defined below), Works (defined below), processes, know-how, trade secret rights, trademark and service mark rights, rights of publicity, rights of licensing and merchandising, patent rights, copyrights, and any other form of intellectual property protection and all applications and registrations therefor.

2.3 This Policy applies to all Members of the University community, which shall include faculty, emeritus faculty, staff, administrators, and students. Each Member of the University community shall be subject to this Policy as a condition of his or her continued employment, enrollment, or other association with the University. However, this Policy does not apply to adjunct faculty, and Intellectual Property ownership and usage rights will be addressed in each such adjunct faculty member’s written agreement with the University.

2.4 Before entering into any agreement, whether formal or informal, with any third party, regarding Intellectual Property that is subject to this Policy, Members of the University community must first consult with and obtain the prior written consent of the University designated Intellectual Property Officer. Any agreement entered into without the designated
Intellectual Property Officer authorizing University consent, will be void. Additionally, because the University mission requires faculty and students to be able to freely disseminate their work, a member of the University may not enter into a research sponsorship agreement that requires third party approval before publication of research results, except upon written approval of the President of Willamette University.


3.1 For purposes of this Policy: (a) An “Invention” is any discovery, process, method, machine, device, article of manufacture, plant, composition of matter, or concept that may have commercial value, whether or not patentable; and (b) an “Inventor” is a Member of the University Community who conceives, develops, or creates, or participates in the conception, development, or creation of, an Invention. Without limiting the foregoing, “Inventions” include methods and concepts not generally known outside the University community, including by way of example models developed by the University for use in admissions, evaluations, and other University operations.

3.2 If an Inventor conceives, develops, or creates an Invention wholly on his or her own time, outside of his or her duties at the University, and without any use of University resources (which shall include funds, facilities, libraries, equipment, and/or personnel), all Intellectual Property rights in and to such Invention are owned by the Inventor, even if the Invention falls within the field of competence relating to the Inventor’s University position. The University may request documentation or other verification demonstrating that a given Invention was conceived, developed, or created wholly on the Inventor’s own time and without any use of University resources.

3.3 Absent a written and signed agreement to the contrary, if the Inventor is a University employee, the University shall be the owner of all Inventions (and all Intellectual Property rights therein) conceived, developed, or created by the Inventor within the scope of his or her employment, and the Inventor hereby irrevocably assigns all rights, titles, and interests (including without limitation all Intellectual Property rights) in and to such Inventions to the University.

3.4 Absent a written and signed agreement to the contrary, Inventions conceived, developed, or created as a result of University-funded research (whether funded in whole or in part by the University) or using University resources (including funds, facilities, libraries, equipment, and/or personnel) shall be considered the property of the University, regardless of whether the Inventor is a University employee. Any Inventor who participates in the conception, development, or creation of such an Invention, hereby irrevocably assigns to the University all rights, titles, and interests (including without limitation all Intellectual Property rights) in and to such Invention.

3.5 For any Invention the rights to which are owned by the University under this Policy, the Inventor agrees to: (a) Promptly notify the University of the existence of the Invention; (b) maintain the confidentiality of the Invention and not disclose the Invention to any third party to enable the University to evaluate the value and patentability of the Invention
(Inventor agrees to maintain the confidentiality of the Invention and not disclose the Invention to any third party until the University agrees in writing that he or she is no longer required to maintain its confidentiality); (c) provide the University with whatever background information and research data that may be reasonably necessary for the University to evaluate the value and patentability of the Invention; and (d) execute such documents and take such actions as the University may reasonably request, at the University’s expense, to enable the University to apply for and obtain patent protection for such Invention and/or to evidence, commercialize, enforce, and/or otherwise verify or support the University’s ownership of all Intellectual Property rights in and to such Invention.


4.1 For purposes of this Policy: (a) A “Work” is any original work of authorship fixed in any tangible medium of expression and eligible for protection under U.S. copyright law, including without limitation literary works (such as textbooks, other nonfiction books, manuscripts, novels, other fiction works, essays, articles, and poems); musical works; dramatic works; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; works created for electronic presentation; sound recordings; architectural works; and computer software; and (b) an “Author” is any Member of the University Community who creates or participates in the creation of a Work. Without limiting the foregoing, “Works” include online instructional materials and other course materials prepared by faculty members or any other Member of the University Community; course materials are addressed in Section 5.

4.2 If an Author develops or creates a Work wholly on his or her own time, outside of his or her duties at the University, and without any use of University resources (including funds, facilities, libraries, equipment, and/or personnel), such Work and all Intellectual Property rights therein are owned by the Author, and the University shall not be entitled to a license to use such Work or to a share of royalty or other income arising from such Work, in the absence of a written and signed agreement to the contrary. The University may request documentation or other verification demonstrating that a given Work was created wholly on the Author’s own time and without any use of University resources. Works created while on sabbatical or other paid leave, and Works created using summer or academic year stipends, research grants, and/or teaching relief, shall not be deemed Works created on an Author’s own time and/or without use of University resources; rather, such Works shall be owned by the University pursuant to Section 4.3 (unless such Works are specifically covered under Section 4.6 or are course materials covered under Section 5).

4.3 Absent a written and signed agreement to the contrary, if the Author is a University employee, the University shall be the owner of all Works created by the Author within the scope of his or her employment (including without limitation Works created by faculty while on sabbatical leave or other paid leave; Works created by an Author who received release time from regular duties to produce specific materials; Works created using summer or academic year stipends, research grants, and/or teaching relief; Works otherwise specifically commissioned by the University; and all other Works created in the scope of employment), except as expressly set forth in Sections 4.6 and 5 of this Policy. Authors hereby irrevocably assign all rights, titles, and interests (including without limitation all Intellectual Property rights)
in and to such Works to the University. Authors must cooperate with reasonable requests by the University to provide documents and records needed to evidence, record, register, commercialize, enforce, or otherwise verify or support the University’s ownership of all Intellectual Property rights in and to such Works.

4.4 Absent a written and signed agreement to the contrary, and except as provided in Section 5 dealing with notes and recordings, students own all Works they create in the course of their studies; a) unless the student is also an employee of the University and the Work is created within the scope of the student’s employment, b) the student is otherwise commissioned or paid by the University to create the Work or, c) the Work is related to a program or project where the University is fulfilling its responsibilities to provide content for a grant, or similar obligation defined more completely in section 4.8.

4.5 An Author who creates a Work in which the University has an ownership interest under this Policy shall provide notice to the University upon completion of the Work and, if requested by the University, a copy of the Work. For purposes of this Section 4.5, unless requested by the University, an Author does not have an affirmative obligation to provide to the University notice of all drafts of a Work, or versions of a Work while in draft stage; rather, the Author must provide a completed Work if requested.

4.6 Authors shall own all Intellectual Property rights in and to the following types of Works, even if created in the scope of employment and even if the Author used University resources customarily made available to him or her in the course of his or her employment, provided that the Author provides a copy of the work to each of the University Library and the Office of the Dean, and hereby grants to the University a nonexclusive, perpetual, irrevocable, royalty-free, fully-paid-up, and worldwide license to reproduce and use such Works as needed in the faculty review process, accreditation, and for other internal business purposes: Textbooks, other nonfiction books, manuscripts, novels, other fiction books, essays, articles, poems, paintings, sculptures, and musical compositions. Exceptions to this paragraph shall be agreed upon in writing. This Section 4.6 applies only to textbooks, other nonfiction books, manuscripts, novels, other fiction books, essays, articles, poems, paintings, sculptures, and musical compositions created by faculty or emeritus faculty. If any University staff, administrator, or student creates these types of works listed in this Section 4.6 in the scope of employment, the University shall own such Works pursuant to Section 4.3. For all other Works not specifically listed here that are created in the scope of employment, the University shall own such Works pursuant to Section 4.3.

4.7 The University owns all Works published in the name of the University, including by way of example websites, journals, yearbooks, anthologies, compendia, and magazines, and all draft versions thereof. Any Author who creates or participates in the creation of such Works hereby irrevocably assigns all rights, titles, and interests (including without limitation all Intellectual Property rights) in and to such Works to the University. For all such Works owned by the University under this Section 4.7, the University hereby grants to the Authors of such Works a limited, non-exclusive, royalty-free, fully-paid-up, and perpetual license to use and reproduce such Works solely in connection with the Author’s individual portfolio; for any other uses, the Author must obtain the University’s prior written consent.
4.8 This Policy shall not be interpreted to limit the University’s ability to meet its obligations for deliverables under any contract, grant, or other arrangement with third parties, including third-party sponsored research agreements, license agreements and the like, whether such contracts, grants, or other arrangements are entered into or initiated prior to or after the date a Work is created. Works that are the subject of third-party sponsored research agreements or other contractual obligations of the University shall be owned by the University so that the University may satisfy its contractual obligations. The University may enter into contractual arrangements for disposition of Intellectual Property rights that differ from that set forth in this Policy.

4.9 The University shall own all Works created by students when the creation is done for student organizations officially funded by the University. As a general principle, the University will, upon request, grant the student organization a nonexclusive, royalty-free, fully-paid up license to reproduce, distribute, display, perform and otherwise exploit the Work. However, the University reserves the right to not grant this license or to limit the usage rights in its discretion.

5. Policy on Course Materials and Classroom Notes.

5.1 As a general principle, faculty members and other instructors shall own all Intellectual Property rights in their study guides, tests, syllabi, and other class materials they create primarily for the instruction of students and that are not specifically commissioned by the University; provided, however that faculty members and other instructors hereby grant to the University a nonexclusive, perpetual, irrevocable, royalty-free, fully-paid up, and worldwide license to use, reproduce, modify, distribute, display, perform and otherwise exploit, study guides, tests, syllabi, and other class materials for pedagogical, educational, research, and other purposes. This license includes without limitation the right to use such class materials in connection with online courses, for accreditation purposes, and to allow any Member of the University community to use such class materials in the scope of his or her employment or for academic pursuit or scholarship. Faculty members and other instructors agree to provide the University copies of all such class materials promptly upon the University’s request at any time.

5.2 Notwithstanding Section 5.1, the University shall own all rights, titles, and interests (including without limitation all Intellectual Property rights) in study guides, tests, syllabi, and other class materials when their creation is supported through exceptional use of University resources, including but not limited to summer or academic year stipends, research grants, or teaching relief. The University hereby grants the Author of such Works a nonexclusive, royalty-free, fully-paid-up, and perpetual license to use and reproduce such Works solely for educational, research, and scholarship purposes; for any other uses, the Author must obtain the University’s prior written consent (for the avoidance of doubt, the Author may not sell, sublicense, publish, or otherwise publicly distribute or commercialize such Works without the University’s prior written consent). For purposes of this Section 5.2, “exceptional use of University resources” shall mean anything more than ordinary use of office space, computers, libraries, facilities, and personnel. Questions about what constitutes “exceptional use” should be directed to the University Intellectual Property officer.
5.3 Unless otherwise informed by the instructor, students enrolled in a course may take notes and share them with other students currently enrolled in the class. However, it is University policy that except as approved in advance by the instructor, students may not more broadly share their notes or other class materials. Instructors may in their discretion permit, limit, or prohibit the sharing of notes, the recording of presentations, or the further distribution of class materials.

5.4 Unless specifically authorized in writing by the University, students may not reproduce, share, or distribute notes or other class materials made available by an instructor for commercial purposes or for compensation.

5.5 Unless required by federal or state law, students may not make audio or visual recordings of lectures or class presentations without the advance written consent of the instructor. If such consent is provided, the recording may be used only for individual or group study with students currently enrolled in the same class and the recording may not be otherwise distributed, published, or performed, unless the instructor authorizes another use in writing.

5.6 With the exception of recordings made by a faculty member exclusively for the professional development of that faculty member, all recordings of class sessions made by faculty, other employees of the University, or third parties hired by the University (and all Intellectual Property rights therein) are property of the University and may not be distributed, published, or performed without prior written permission from the University. The University agrees that if it records a class session, it will not distribute, publish, or perform the recording without the appearing faculty member’s permission. Prior to recording a class session, notice shall be given by the faculty member to anyone, including students, who will appear in the final program.

6. General Considerations for All Assignments and Licenses Granted to the University.

Members of the University Community acknowledge and agree that all assignments and licenses granted to the University under this Policy are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by such Members. Members of the University Community understand and agree that all licenses granted to the University under this Policy are perpetual and shall continue even after the individual Member who created the Work or conceived, developed, or created the Invention is no longer a Member of the University Community.

7. Use of University Resources.

As a general principle, University resources are to be used solely for University purposes and not for personal gain, commercial advantage, or any other non-University purpose.


8.1 The University shall have sole discretion to decide whether and in what manner it will seek to commercialize or otherwise exploit Intellectual Property owned by the University under this Policy. The University shall have sole discretion to decide whether to obtain patent
8.2 In the event the University receives royalty or other income from Inventions or Works created by an Inventor or Author (a “Creator”) and owned by the University under this Policy, the current policy of the University is to share that income with the Creator, but the University may change the income-sharing policy and/or percentages set forth in Section 8.3 at any time. Any such change in this Policy will be effective as of the date it is published on the University intranet or extranet (whichever is first) and will be applicable to royalty income or other income received by the University from exploitation of the Invention or Work on and after such effective date, even for Inventions or Works conceived, developed, or created prior to such effective date.

8.3 The University will share royalty income and other income as follows:

(a) Royalty income or other income will first be applied to cover in full any expenses incurred by the University in protecting, registering, perfecting, commercializing, and/or enforcing the Intellectual Property, including without limitation legal fees and other costs.

(b) After expenses have been paid in full, remaining royalty income or other income (“Net Income”) shall be distributed as follows: The Creator will receive fifty percent (50%) of the first $1M of Net Income and twenty-five percent (25%) of all remaining Net Income.

8.4 The University will receive all royalty payments or other income payments resulting from the commercialization of the Inventions and Works owned by the University under this Policy, and the University will distribute the Net Income to the Creator. The University will report to the Internal Revenue Service all Net Income payments to Creators.

8.5 In the case of multiple Creators of a single Invention or Work (meaning if there are co-Inventors or joint Authors), the Creators will share equally in their portion of the Net Income resulting from the Invention or Work. For example, if there are two Creators, the University will pay twenty-five percent (25%) of the first $1M of Net Income and twelve and one-half percent (12.5%) of remaining Net Income to each of the two Creators. Notwithstanding the foregoing, however, the University and Creators may agree in advance in writing to non-equal divisions of Net Income between multiple Creators of a single Invention or Work.

8.6 If the University elects not to commercialize Intellectual Property owned by the University, upon request by the Creator, the University may elect in its discretion to assign ownership of the Intellectual Property to the Creator or to otherwise allow the Creator to commercialize the Intellectual Property; provided that the Creator agrees to grant back to the University a perpetual, irrevocable, royalty-free, fully-paid-up, and worldwide license, in form and substance acceptable to the University, to use, reproduce, modify, and internally distribute, display, and perform the Invention or Work for pedagogical, educational, research, and other purposes within the University. Such agreements between a Creator and the University must be made in a signed writing between the University and Creator.

In the publication or other dissemination of any Work or Invention covered by this Policy, to the extent reasonable and practicable, the University will recognize an individual Creator’s contribution to the Work through appropriate acknowledgment, attribution or other credit.

10. University Name and Identity.

10.1 All Intellectual Property rights in Willamette’s name, logos and other indications of identity, including without limitation the University’s seal and mascot and the phrase “The first University in the West,” whether or not registered, are owned by Willamette.

10.2 Members of the Willamette community may use the University’s name to identify themselves with such indicia of their status as is usual and customary, but shall not use the University’s name, logos or other indications of identity: (a) In any manner likely to cause confusion, mistake or false impression of sponsorship or endorsement by Willamette; (b) for commercial or other purposes without prior written approval of the University; or (c) in any other manner other than to indicate their status in connection with the University.

11. Confidentiality.

Each Member of the University Community agrees: (a) To maintain the confidentiality of any know-how, concepts, methods, trade secrets, or other information owned by the University or its licensors or suppliers which are not generally known outside the University community and which the University maintains in confidence (“Confidential Information”); and (b) to use such Confidential Information only for the benefit of the University. The foregoing restrictions are not intended to prohibit faculty members from collaborating with individuals and organizations outside the University community on joint research and similar projects. If any such collaboration involves disclosure of Confidential Information outside the University, such faculty member must first obtain the University’s written consent and the party to whom the Confidential Information is disclosed shall first be required to execute a Nondisclosure Agreement in form and substance reasonably acceptable to the University.


In the event of an actual or suspected unauthorized use, infringement, or misappropriation of an Intellectual Property right in an Invention or Work owned by the University, the Inventor or Author shall promptly notify the University and shall cooperate with the University, at the University’s expense, in connection with the enforcement of any University-owned Intellectual Property rights under this Policy. The University shall have the sole right, but not obligation, to enforce its Intellectual Property rights in and to any such Invention or Work. All proceeds from any enforcement action shall be retained solely by the University. In the event that the University declines to enforce its Intellectual Property rights, the University will either assign to the Inventor or Author the rights necessary for the Inventor or Author to enforce the Intellectual Property rights in the Invention or Work, or otherwise assist the Inventor or Author to enforce
the Intellectual Property by another means reasonably acceptable to the University. In such event, all costs arising from enforcement of the Intellectual Property by the Inventor or Author shall be borne by the Inventor or Author, and the Inventor or Author shall retain all proceeds from such enforcement.

13. **Administration.**

This Policy shall be interpreted and administered by the designated Intellectual Property Officer, or such other member of the senior administration as may be designated by the President from time to time. Any notices given under this Policy to the University shall be delivered to the designated University Intellectual Property Officer.

14. **Appeals.**

Any current or former Member of the University community who believes he or she is aggrieved by the application of any provision of this Policy may appeal such decision to the President, who shall render a decision in no more than sixty (60) days from the filing of the appeal. The President has the discretion to delegate the dispute to another individual or committee to provide a recommended course of action to the President; provided, however, that the final decision regarding such dispute shall remain with the President. Thereafter, if any further dispute remains, the University or current or former Member of the University community involved in the dispute may file an action in an appropriate court located in Marion County or Multnomah County, Oregon, with each party bearing its own costs and expenses (including attorneys’ fees) in connection with the dispute.

15. **Applicability.**

This Policy, as amended from time to time by the University, is a condition of employment of every University employee, a condition of enrollment and attendance of every student, and a condition of participation in any University research whether or not employed by or otherwise compensated or enrolled at the University. This Policy is made a part of the rules, regulations, and handbook governing all faculty, other employees, and students. The University may require University employees and students to execute agreements that incorporate this Policy, but failure to execute such an agreement does not limit the applicability of this Policy to such employees and students. Independent contractors may be required to execute an agreement that incorporates this Policy. Any and all Inventions conceived, developed, or created, and any and all Works created after the effective date of this Policy, shall be subject to this Policy. Amendments to this Policy shall apply to Works created and Inventions conceived, developed, or created after the effective date of such amendments. In the event of a violation of this Policy by a Member of the University community, the University may, in its sole discretion, terminate the applicable Member’s employment or relationship with the University.

16. **Effective Date.**
This Policy shall be effective April 1, 2014.