UNLV Intellectual Property Policy

Section 1. Preamble	. 1
Section 2. Definitions	. 1
Section 3. Ownership of Intellectual Property	. 2
Section 4. Inventions	. 2

convrighting	trade marking	markating	and transferring	Intallactual	Property.
copyrighting,	, traue marking,	mainemig,	and transferring	IIIICIICUluai	riopeity.

- 6. "Personnel" refers to all UNLV employees.
- 7. "Work for Hire" is defined as a work product prepared by an employee of UNLV within the scope of his or her employment or a work specially ordered or commissioned under terms that have been expressly agreed upon in a written instrument that states that the work shall be considered a work made for hire.
- 8. "Significa nt University Resources" is defined as the use of UNLV or NSHE facilities, materials, equipment, Personnel, or funds or other resources that are under the control of or administered by UNLV, which are not excluded in Section 3, below.

Section 3. Ownership of Intellectual Property

- Except as excluded in paragraphs 2 and 3 below, Intellectual Property that is not donated to the public and that is conceived or created by UNLV Personnel as a Work for Hire or that results from their or anyone's use of Significa nt University Resources, will be owned exclusively by the NSHE on behalf of UNLV in accordance with the provisions of this policy, unless expressly agreed upon in a prior written agreement between the NSHE and a third -party entity.
- In determining ownershi p of Intellectual Property, UNLV and the NSHE do not construe the normal use of
 office or library facilities or desktop personal computers for word processing, desktop publishing, electronic
 filing, or network communications as constituting the use of Significant University Resources.
- 3. Copyrighted Works authored in whole or in part by UNLV Personnel are the personal property of the authors, unless: (1) the work is commissioned by UNLV as a Work for Hire under a signed written agreement; (2) the work is created under an agreement between the NSHE on behalf of UNLV and a third party that assigns copyright ownership to either the NSHE or the third party, or (3) the work is software created using Significant University Resources and the NSHE files for patent protection or copyright registrati on on behalf of UNLV.

Section 4. Inventions

 Any Invention that has been conceived or reduced to practice by UNLV Personnel or through the use of Significant University Resources must be disclosed to the Technology Transfer Office, unless no third -party entity has rights to such Invention and the Inventors have donated it to the public.

- 2. Ownership of Inventions shall be determined as follows:
 - a. Except when donated to the public or as otherwise specified in a written agreement between the

of Significant University Resources is involved or that may involve patent or Intellectual Property rights, UNLV Personnel must bring the proposed agreement to the attention of the University by filing a potential Conflict of Interest disclosure according to the University Conflict of Interest Policy. All research and consulting agreements with private sponsors shall contain Intellectual Property terms that are consistent with this Policy. The sponsor may receive an option to license any resulting Intellectual Property or may under limited circumstances obtain an option for an assignment of Intellectual Property, on terms to be negotiated by the Technology Transfer Office at UNLV. Where ownership rights are vested in the NSHE, the Inventor or author shall share in any Net Income received by UNLV under the terms of this Policy.

Section 5. Copyrighted Works

- 1. The Board of Regents acknowledges that faculty, staff and students who are employees of UNLV regularly prepare for publication, usually through individual effort and initiative, articles, pamphlets, books and other scholarly works which are subject to copyright and which may generate income. Publication may also result from work supported pa ritially or completely by the institution or other public or private sector entitles.
- 2. Copyright establishes ownership and control of 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. In contrast to a patent which protects novel and useful products and processes which at the time of conception were not obvious over those present in the prior art, copyright covers the "artistic expression" in particular (1) literary works (which includes

- The Technology Transfer Office (TTO), associated with the UNLV Research Foundation, shall be responsible for administering all Inventions, Copyrighted Works and other types of Intellectual Property owned by the NSHE on behalf of UNLV. In addition, an Intel lectual Property Committee composed of the Vice President for Research and Graduate Studies (or designate), the Vice President for Finance (or designate), a faculty member appointed by the UNLV Faculty Senate, and the Director of the Technology Transfer Of fice shall make recommendations to the President of UNLV regarding procedures, guidelines, and responsibilities for the administration and commercialization of Intellectual Property owned by the NSHE on behalf of UNLV, and such other Senate, the President of UNLV and to the Chancellor of the NSHE: the number of Invention disclosures; the number of patent applications filed; the number of patents issued; the number of copyrights registered; the number and a short description of the technologies transferred to private sector entities; and the amount of income generated from such technologies.
- b. It will be the responsibility of the Director of the TTO to determine ownersh property, to negotiate the terms of all technology transfer agreements, material transfer agreements and confidentiality agreements and to resolve disputes among co -Inventors and

- (4) release an invention to which the NSHE has title or an interest to the Inventor for management and development as a private venture after the execution of an agreement providing for the division of income and for managing any potential conflicts of time, interest and commitment.
- h. In the implementation of UNLV's policies and procedures with regard to dis courses, UNLV requires compliance with all federal copyright laws, including the provisions of the