INTELLECTUAL PROPERTY RIGHTS POLICY

Preamble
The administration, faculty, staff and students of Concordia University, Nebraska are stewards of the many gifts given to them by their Creator and each strive to use these gifts to advance the mission of the Church and the University.

Together, the Concordia University community believes that the University’s mission to prepare dynamic servant leaders for the Church and world is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the University and its learning community reasonable access to, and use of, the intellectual property for whose creation the University has provided assistance.

Concordia University supports the development, production, and dissemination of intellectual property by its community members. The University also expects its faculty, staff and students to make every reasonable effort in good faith to comply with all copyright laws.

The overarching philosophy behind this policy is one of respect. The University respects the ideas and contributions of its community members, and respects their right to control the ideas and products they create. The faculty respects the University’s need to maintain records, to access both official University documents and documents on University technology for a variety of reasons, and to expect that official University materials and materials created for the University at the request of the University remain the property of and under the control of the University itself.

Definitions
When used in this agreement, the term "Intellectual Property" shall be understood collectively to mean copyrights, patents, patent applications, discoveries, and products which are not protectable under the U.S. patent laws and copyrights. The term “faculty” shall be understood to mean anyone employed by the University to teach a course.

Ownership of Intellectual Property
In general, the creator owns the copyright. Intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty member author or inventor, except as he or she may voluntarily choose to transfer such property, in full, or in part, except as provided below:

a. In accepting grants, fellowships, or other donations for research projects from private business or industry and from the federal government, the University generally must obligate itself to such sponsors under invention and patent clauses in the agreement with such sponsors. In these situations, the sponsor and/or the University may be the owner.
b. If the University has specifically directed the faculty member to engage in research and a written agreement is entered into between the University and the faculty member, then the resulting intellectual property shall be owned as set forth in such written agreement.

c. The University shall own copyright only in the following four circumstances:
   1. The University expressly directs a faculty member to create a specified work, or the work is created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement. Examples may include the university directing and supporting a faculty member to create course material specifically for a classroom or distance-learning course which will be taught by multiple faculty members.
      This does not include materials produced during the normal course of teaching, research, artistic endeavors or other scholarly work, even though faculty are expected to engage in those activities as part of their employment.
   2. The faculty member author has voluntarily transferred the copyright, in whole or in part to the institution. Such transfer shall be in the form of a written document signed by the faculty member author.
   3. The University (including without limitation natural persons, employees, agents, consultants and contractors of the University) contributed to a "joint work" under the Copyright Act. The University can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials.
   4. The University will own copyright to works created in the course of an administrative assignment, such as planning documents, reports to external agencies, and policy statements.

Such arrangements are to be agreed to in writing, in advance, and in full conformance with other provisions of this policy.

Use of Intellectual Property
Material created for ordinary teaching use in a class and in department programs, such as course handouts, assignments, and tests, shall remain the property of the faculty author, but the University shall be permitted to use such material for internal instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions.

In an agreement transferring copyright for such works to a publisher, faculty authors shall provide rights for the University to use such works for internal instructional, educational, and administrative purposes.

Materials created for Concordia University courses shall in general not be used for courses at other institutions while the faculty member is employed by Concordia
University, unless agreed to beforehand in writing by the University. Normal teaching materials created by a faculty member for Concordia University courses may be used at other institutions after that instructor has left Concordia, provided that the materials no longer contain material owned or copyrighted by Concordia University.

Intellectual property owned by the University may generally be used by faculty members in the performance of their duties at the University; provided, however, that the University may prohibit such use upon written notice to the faculty member (e.g., in the case where a research sponsor has prohibited such use). Any other faculty member use of intellectual property owned by the University must be approved by the University. Faculty members are encouraged to negotiate with the University a contract which clearly delineates the use and dissemination of any of the above work. Any and all trademarks, service marks, trade names, and other indicia, marks, and designations of the University are the sole and exclusive property of the University. Such marks are not included under the term intellectual property and no rights to any of such marks are granted and/or conveyed to any faculty member hereunder.

**Distribution of any funds generated**
Funds received by the faculty member from the sale, licensing, rental, lease, and/or other disposition of intellectual property owned by the faculty member author or inventor shall be allocated and expended as determined solely by the faculty member author or inventor.

Funds received by the University from the sale, licensing, rental, lease, and/or other disposition of intellectual property owned by the University shall be allocated and expended as determined solely by the University.

Funds received by the faculty member and the University from the sale of intellectual property owned jointly by the faculty member and the University shall be allocated and expended in accordance with a specific agreement. If no written agreement is in place, then the parties agree to submit the issue to an ad hoc committee appointed by the Undergraduate Council or Graduate Council, as appropriate.

**How to resolve emerging issues and disputes**
Committees of faculty, administration, and library staff will be appointed as needed to periodically review this policy in light of emerging technological and legal issues and will also hear arguments in the event of a copyright dispute. These committees will present their recommendations to the Undergraduate Council and to the University president and the provost.

Policy based on suggestions and guidelines created by American Association of University Professors, 1012 Fourteenth Street, NW, Suite #500; Washington, DC 20005