

INTELLECTUAL PROPERTY AND OWNERSHIP POLICY

This Policy is the revised Lindenwood University Intellectual Property and Ownership Policy and is effective as of the date set forth above.

1. BACKGROUND.

- (a) **Definitions.** In addition to capitalized terms defined in the text of this Policy, capitalized terms not so defined shall have the meanings set forth in Section 10 below.
- (b) **Purpose.** This revised Lindenwood University Intellectual Property and Ownership Policy has been created to encourage research, publication and creativity at the University, and to provide an organizational structure and standards for determining the rights of the University and the Author/Developers of intellectual property to ensure that ownership of discoveries, research, works of authorship and/or other creations generated by the University and/or its Constituents be governed in ways most likely to fairly allocate ownership among the University and its Constituents as well as benefit the public domain. To this end, the University seeks to assist its Constituents to properly disclose their IP Works, to comply with applicable laws and formal agreements relating to intellectual property and its development, to comply with University policies and to gain the protection available applicable United States intellectual property and other applicable laws protecting Intellectual Property Rights. Likewise, the University seeks to ensure the commercial benefits of any IP Work be distributed in a fair and equitable manner that which recognizes both the contributions of the Constituents and the interests of the University.
- (c) **Underlying Principles.** The underlying principles of this Policy are:
 - (i) IP Works created using Material University Resources should be owned by the University;
 - (ii) IP Works created by Constituents that are not created using Material University Resources should be owned by the Author/Developer(s); and
 - (iii) IP Works created pursuant to Sponsorship Agreements should be owned by the University unless the University otherwise agrees in the Sponsorship Agreement.

[Note: Underlying Principles are provided as the foundation for the ownership allocations among University and Constituents.]

2. APPLICATION; ADMINISTRATION.

- (a) **Application.** This Policy applies to the University and all Constituents.
- (b) **Administration.** The IP Committee shall administer this Policy in accordance with its terms, including the Dispute Resolution Process. All matters relating to this Policy that are disputed shall be addressed pursuant to the Dispute Resolution Process.
- (c) **Certain Exceptions.** The President or the President's designee shall have the authority to (i) negotiate exceptions to this Policy, and (ii) overrule or modify any of the decisions made by the IP Committee. The decisions of the President or, if applicable, the President's designee, shall be final. All such exceptions and decisions shall be in writing and executed by the President or the President's designee and the applicable Author/Developer.

3. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.

(a) **Default Ownership.** Unless otherwise provided in this Policy and for ease of the administration of this Policy, the University shall automatically own all IP Works that are created by any Constituent.

(b) **Faculty IP Works.**

(i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Faculty member in the ordinary course of fulfilling his or her duties to the University and without additional compensation shall be owned by such Faculty member as a Faculty IP Work.

(ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Faculty IP Works:

(A) In keeping with academic tradition, the University does not claim ownership to Scholarly Works. Scholarly Works include all works created by faculty at their own direction and without use of Material University Resources. Examples of Scholarly Works include, but are not limited to research or scholarly publications, textbooks, journal articles, conference materials, fiction or nonfiction books, theatrical scripts or productions, poems, and works of music and art. In addition, the University does not claim ownership to material developed by a faculty member for their personal use in teaching particular courses that are not works for hire or works developed with Material University Resources. These works include but are not limited to items such as personal lecture notes and individualized charts or handouts. Scholarly Works do not include materials provided to students for instructional purposes at the direction of the University, such as courseware, standard course and instructional materials, video lectures, and power point presentations.

(B) Unless otherwise set forth in an applicable Sponsorship Agreement, Sponsored IP Works created by a Faculty member (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Faculty member and the University, be owned, solely and exclusively, by the University; and/or

(C) IP Works created by a Faculty member at the direction of the University or using Material University Resources shall be owned solely and exclusively by the University.

(iii) University Attribution. The University will decide whether a given Faculty IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Faculty who own Faculty IP Works shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.

(c) **Staff IP Works.**

(i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Staff member in the ordinary course of fulfilling his or her duties to the University and without additional compensation, shall be owned by such Staff member as a Staff IP Work.

(ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Staff IP Works:

- (A) Unless otherwise set forth in the Sponsorship Agreement, Sponsored IP Works created by a Staff member (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Staff member and the University, shall be owned, solely and exclusively, by the University; and/or
 - (B) IP Works created by a Staff member using Material University Resources shall be owned solely and exclusively by the University.
 - (iii) University Attribution. The University will decide whether a given Staff IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Staff who own Staff IP Works shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.
- (d) **Student IP Works.**
- (i) Ownership of IP Works. Except as set forth below or otherwise in this Policy, IP Works created by a Student in the ordinary course of performance or completion of the educational requirements of the University shall be owned by such Student as a Student IP Work.
 - (ii) Specific Exceptions. IP Works that meet any of the following criteria shall not be deemed Student IP Works:
 - (A) Unless otherwise set forth in the Sponsorship Agreement, Sponsored IP Works created by a Student (in whole or in part) pursuant to or in connection with a Sponsorship Agreement shall, as between the Student and the University, shall be owned, solely and exclusively, by the University;
 - (B) IP Works created by a Student using Material University Resources shall be owned solely and exclusively by the University;
 - (C) IP Works created by a Student in the course of research or development guided by Faculty or Staff or as assigned in a course requiring the conduct of research shall be owned solely and exclusively by the University.
 - (iii) Restrictions on Transfer. Student IP Works may also have market value. While enrolled at the University, a Student may not Distribute a Student IP Work (whether or not it has market value) to any third party (including Sponsors) without the express written consent of the Student's supervising Faculty member and the IP Committee or its designee.
 - (iv) Co-Authorship. In the event a Student Author/Developer is permitted to Distribute a Student IP Work, such Student shall ensure that any such Distribution does not violate any rights of any co-Author/Developer or any other person who may have rights in the Student IP Work.
 - (v) University Attribution. The University will decide whether a given Student IP Work should be attributed to the University in addition to the Author/Developer(s) thereof. Student(s) who own Student IP Work shall, upon request of the IP Committee or its designee, attribute the IP Work to the University in such a manner as is satisfactory to the IP Committee or its designee.
 - (vi) Retention of Student IP Work. Students have the obligation to retrieve their Student IP Work at the end of the applicable term. If a Student has not retrieved his or her Student

IP Work from the University within one hundred eighty (180) days after completion of the applicable term, the University may either retain or destroy such Student IP Work, in the University's sole and absolute discretion.

- (e) **Joint IP Works.** If more than one Constituent (whether Faculty, Staff and/or Student) is an Author/Developer of an IP Work that would not otherwise be owned by the University pursuant to this Policy, such IP Work shall be owned as the Author/Developers agree in writing prior to the creation of the IP Work, but if the Author/Developers do not agree, such IP Work shall be owned by the University.
- (f) **Sponsored IP Works.** As between Faculty, Staff and/or Students on the one hand, and the University on the other hand, the University shall own, solely and exclusively, all Sponsored IP Works except to the extent otherwise set forth or agreed to under applicable Sponsorship Agreements governing an applicable Sponsored IP Work. The University is a required signatory for all Sponsorship Agreements as directed by the President or the President's designee.
- (g) **Works Made for Hire.** All IP Works created by any third party pursuant to agreements (other than Sponsorship Agreements) entered into between any Constituent and such third party ("**Third Party Agreements**"), shall be owned solely by the University as a Work Made for Hire. To the extent any such IP Work is not copyrightable, the Third Party Agreement shall include a clause, satisfactory to the IP Committee, assigning all right, title and interest in and to such IP Work to the University. *[Note: Under US copyright laws, unless a work is designated a "work made for hire", the copyright rights in the work will be owned by the creator/author thereof.]*
- (h) **Confirmations.** Each Author/Developer, whether Faculty, Staff or Student, shall execute such instruments or other documents prepared at the University's cost, as the University determine to be necessary to assign, transfer, vest or otherwise confirm the University's ownership interest in any applicable IP Work as set forth in this Policy.

4. LICENSES

- (a) **Faculty IP Works.** The University reserves and each Faculty member Author/Developer shall grant and shall be deemed to have granted to the University a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use his or her Faculty IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes; unless, in the determination of the IP Committee, such use will impede publication by or scholarly activity of such Faculty Author/Developer.
- (b) **Staff IP Works.** The University reserves and each Staff member Author/Developer shall grant and shall be deemed to have granted to the University a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use his or her Staff IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes.
- (c) **Student IP Work.** Except to the extent a Student IP Work has not otherwise been determined be a confidential educational record under applicable University policies, the University reserves and each Student shall grant and shall be deemed to have granted a non-exclusive, royalty-free perpetual license to the University and/or otherwise allow the University to use

his or her Student IP Work (without any charge, cost or the need to execute any further documentation unless requested by the University), for the purpose of carrying out University business, including for education, promotional and public relations purposes. In addition, Students shall make their Student IP Works available to other Students except to the extent a Student IP Work has not otherwise been determined be a confidential educational record under applicable University policies.

- (d) **Cooperation.** At the request of the University, each Author/Developer, whether Faculty, Staff or Student, shall execute such instruments or other documents prepared at the University's cost, as the University determines to be necessary to grant or confirm the University's license and/or rights to any IP Work as set forth in this Policy.

5. RESPONSIBILITIES OF CONSTITUENTS

(a) Disclosure Requirements.

- (i) Disclosure. Each Constituent (with the sole exception of Student IP Works) shall disclose to the IP Committee in writing, (i) all projects and activities that may or are intended to result in an IP Work of financial value, produced with Material University Resources, may entail a patent, invention, or trade secret, or as otherwise directed by the IP Committee, and (ii) all discoveries and IP Works created by such Constituent together with a detailed description of such IP Works as soon as available.
 - (ii) Failure to Disclose. Notwithstanding any of the provisions of this Policy, in the event a Constituent IP Work, is not disclosed to the University pursuant to this Policy, the University shall be the owner of such IP Work and the applicable Author/Developer or Inventor shall execute such instruments or other documents prepared at the University's cost, as the University determine to be necessary to assign, transfer or otherwise confirm the University's ownership interest in any such IP Work.
- (b) **Sponsored Works.** Only the University may enter into Sponsorship Agreements unless the Constituent has obtained the prior written consent of the President or the President's designee.
 - (c) **Reports.** Each Constituent shall provide to the IP Committee, all updates and reports relating to such Sponsored IP Works as may be determined by the University from time to time. A Constituent shall not provide any such reports or updates to Sponsors of Sponsored IP Works as may be required pursuant to the agreements, grants and other arrangements applicable to the Sponsored IP Works except as may be directed otherwise by the University.
 - (d) **Faculty Use and Sharing.** Faculty who use the Faculty IP Works created by another Faculty member Author/Developer shall acknowledge such Author/Developer in connection with such use. Faculty shall not share Faculty IP Works of another Faculty member Author/Developer outside of the University setting without seeking and obtaining permission from such Author/Developer.
 - (e) **Assistance.** In addition to and not in limitation of the provisions of Section 4 above, each Author/Developer shall provide such assistance and execute such documentation as may be reasonably necessary to protect and/or transfer applicable IP Works.
 - (f) **Records.** Each Author/Developer shall retain and ensure the retention of such records and documents relating to applicable IP Works as necessary to protect the interests of the Author/Developer and/or the University.

- (g) **Conflicts and Confidentiality.** Each Author/Developer shall (i) insure that his or her activities under agreements with third parties (including Sponsors) do not conflict with this Policy; and (ii) keep all work and participation on and in IP Works confidential; and (iii) shall not disclose any IP Works (other than Student IP Works) except as set forth in this Policy, otherwise directed by the University in writing or pursuant to the provisions of a third party agreement that has been approved by the University. In the event any doubt should arise with respect to conflicts or obligations of confidentiality, the Author/Developer or other Constituent should contact the IP Committee or its designee.
- (h) **Infringement.** Each Author/Developer or other Constituent who participates in the creation of an IP Work shall be responsible for his or her contribution to such IP Work, including without limitation, ensuring that his or her contribution is an original work and does not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party, including any such rights of any other Constituent. Each Constituent is responsible for obtaining written permission for the use of any copyrighted or other proprietary materials of a third party (including from any other Constituent) for contribution to his or her IP Work.
- (i) **Content.** Each Constituent shall be responsible for ensuring that his or her contribution to a IP Work is not libelous, obscene, or otherwise contrary to applicable law.

6. RESPONSIBILITIES OF THE UNIVERSITY.

- (a) **Education.** The University shall be responsible for the education of all Constituents regarding the content of this Policy and the methods of obtaining protection of a Constituent's Intellectual Property Rights.
- (b) **Legal Support.** The University shall be responsible to provide legal support as and when it determines to be appropriate and/or necessary or desirable to protect Intellectual Property Rights embodied in applicable IP Works.
- (c) **Sponsors.** The University shall be responsible to report to Sponsors and other third parties relating to applicable Sponsored IP Works as may be required pursuant to the agreements, grants and other arrangements applicable to the Sponsored IP Works.
- (d) **Administration.** The IP Committee shall be responsible to administer this Policy and the Dispute Resolution Process as set forth in Section 2 above.

7. PATENTS.

- (a) **Scope.** Unless otherwise set forth in an applicable Sponsorship Agreement or a Third Party Agreement, the provisions of this Section 7 shall govern IP Works that may be an Invention.
- (b) **Inventions.** Unless otherwise set forth in an applicable Sponsorship Agreement, if an Author/Developer believes an IP Work may be patentable, the Author/Developer shall submit to the IP Committee a detailed description of the IP Work through the disclosure process, including all Inventors (including Author/Developers) thereof, for its determination as to whether the IP Work may be Invention. To the extent it is determined that an IP Work may be an Invention, the IP Committee will further evaluate whether the Invention is patentable, the potential costs to apply for a patent for the Invention, the potential commercial value of the Invention (and whether applying for a patent will enhance the commercial value) and whether the University will apply for patent protection of the Invention. The IP Committee shall also evaluate the disposition of all associated Tangible Research Materials associated with Inventions, Patents, or unique research products, whether or not such products are patentable, and make decisions regarding the commercialization of such products under the

policies outlined in 8(b)-(f).

- (c) **Inventorship.** To the extent the University decides to apply for patent protection for an Invention, the IP Committee may, but shall not be obligated to, use reasonable efforts to identify all of the Inventors thereof, but in any event shall have the right to rely on the submitting Inventor's disclosure of all of the Inventors thereof. If necessary, the University may engage outside counsel to assist with identifying all of the Inventors of an applicable Invention. All Constituents acknowledge that all Inventors of an Invention must be listed on an applicable patent application, otherwise the patentability of the Invention may be at risk.
- (d) **University Owned Inventions.** The University will make all decisions relating to patent protection of Inventions owned by the University.
- (e) **Patent Agreements.** Constituents may be required to sign a patent agreement with the University that will detail the Constituents' and the University's patent-related rights and responsibilities and the ownership of the Invention as provided herein. The absence of a signed agreement does not lessen or reduce the University's claim on any such Invention, and the rules set forth herein shall apply.

8. COMMERCIALIZATION.

- (a) **Application.** This Section applies to the Distribution of applicable IP Works, whether or not patented.
- (b) **Commercialization of University Owned IP Works.** The University will make all decisions relating to protection and Distribution of IP Works (including Inventions) owned by the University. The University, in its discretion, may but shall not be obligated adopt, from time to time, Revenue Sharing Schedules for IP Works owned by the University, or otherwise to allocate revenue it may derive from Distribution of University owned IP Works.
- (c) **Commercialization of Constituent Owned IP Works (Excluding Inventions).**
 - (i) IP Works Not Inventions. This Section 8(c) applies to Constituent IP Works as determined pursuant to this Policy, but does not apply to Inventions.
 - (ii) Requests to Protect. In the event a Constituent requests the University to undertake steps to obtain IP Protection to protect his or her Intellectual Property Rights for his or her IP Works, then as a condition of the University's undertaking such IP Protection the University may require the applicable Constituent(s) to transfer and assign a percentage ownership interest to the IP Work(s) and the related Intellectual Property Rights to the University. If the University so requests, the applicable Constituents and the University shall negotiate in good faith to determine the appropriate interest to be owned by the University. If the parties do not agree, the matter can be referred to the Dispute Resolution Process or the applicable Constituents may elect to obtain IP Protection independently of the University. Nothing in this Policy shall prevent an applicable Constituent from independently pursuing IP Protection for his or her IP Work. The University shall have no obligation to seek IP Protection for any Constituent IP Work.
- (d) **Constituent Owned Inventions.**
 - (i) Inventions Only. This Section 8(d) applies solely to Constituent IP Works that are Inventions.
 - (ii) Requests to Protect. In the event a Constituent requests the University to obtain patent protection for a Constituent IP Work that is an Invention, then as a condition to the

University's prosecution of a patent application (or applications) for such Invention, the University may require the applicable Constituent(s) and Inventors to transfer and assign a percentage ownership interest in the IP Work and the related patents to the University. If the University so requests, the University and the applicable Constituents/Inventors shall negotiate in good faith to determine the appropriate interest to be owned by the University. If the parties do not agree, the matter can be referred to Dispute Resolution or the applicable Constituents may elect to prosecute the patent applications for the Constituent owned Invention independently of the University. Nothing in this Policy shall prevent an applicable Constituent from independently pursuing patent protection for a Constituent IP Work. The University shall have no obligation to seek a patent protection for any Constituent IP Work.

- (e) **Cooperation.** For all IP Works in which the University has a financial or ownership interest, the University and all other applicable Constituents shall work together to sell, market or license or otherwise Distribute an applicable IP Work (including Inventions) to the public to obtain financial reward for the University and the applicable Constituents. In the event of any disputes in connection therewith, the Dispute Resolution Process shall apply.
- (f) **Expense and Distribution of Income.** The University will create an account to which expenses associated with patenting (if applicable) and marketing IP Works and Inventions be charged. Expenses include invoiced costs including legal fees, patent filing fees, licensing agent fees, development fees, production fees, and other out-of-pocket expenses. Revenues attributable to a particular IP Work or Invention will first be used to recover expenses incurred according to the following formula:
 - (i) Costs. One hundred percent of the income will go to the University until reimbursed for all of its out-of-pocket expenses associated with the production and development of the IP Work or invention. After the University fully recovers its expenses, the net revenues received will be distributed as determined by in accordance with this Policy.
 - (ii) Multiple Author/Developers. In the event of multiple Author/Developers and/or Inventors, as the case may be, the Author/Developers or Inventors will agree among themselves on the fractional distribution of each share of any royalties. The Author/Developers or Inventors shall sign a written agreement specifying the fractional distribution of their share of the royalties. The Author/Developer's or Inventors' shares will continue even if the Author/Developers or Inventors leave the University.
 - (iii) Multiple Departments. In the event of multiple departments or schools participated in the creation of an IP Work, the IP Committee will determine whether and how to allocate the University's share of the royalties among or between departments or schools.

9. DISPUTE RESOLUTION PROCESS.

- (a) **Referral.** In the event of any dispute with respect to matters arising under this Policy, the University or another applicable Constituent may request, by written notice, that the matter be resolved pursuant to this Dispute Resolution Process.
- (b) **Governing Body and Process.** A dispute under this Section shall be adjudicated by the IP Committee. The University and each applicable Constituent ("**Disputing Parties**") may present to the IP Committee such arguments that it may have with respect to the dispute, whether in person or in writing, as determined and directed by the IP Committee. The IP Committee may request such other information, including from third parties, as it deems appropriate. The IP

Committee may consult with such experts and attorneys as it may deem appropriate in connection with the matter. The IP Committee shall provide written notice of its determination ("**Determination Notice**") to the Disputing Parties who may either accept such determination or request by written notice given to the IP Committee within 10 business days after the date of the Determination Notice, that the President review the determination the IP Committee. If the President declines to review the IP Committee's decision, the IP Committee's decision will be final and binding. If the President decides to review such decision, the President's determination shall be final and binding.

10. DEFINITIONS.

For clarity and usefulness, certain terms used in this Policy are defined. In addition to capitalized terms defined in the text of this Policy, the following capitalized terms shall have the meanings set forth below:

- (a) "**Author/Developer**" means the creator of an IP Work (including an Invention).
- (b) "**Constituents**" means, collectively, University, Faculty, Staff and Students.
- (c) "**Constituent IP Work**" means an IP Work owned, in whole or in part, by any Faculty, Staff and/or Students.
- (d) "**Dispute Resolution Process**" means the process for dispute resolution set forth in Section 9.
- (e) "**Distribute**" (together with its correlative term, "**Distribution**") means (1) to distribute, commercialize, exploit and/or market for commercial gain, and/or (2) disclose, assign or transfer for compensation of any type or commercial gain.
- (f) "**Faculty**" means all (i) full-time and part-time faculty and instructors employed by the University, and (ii) all persons not employed by the University who are visiting faculty, adjunct faculty and/or instructors.
- (g) "**Faculty IP Works**" means IP Works for which a member of the Faculty is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.
- (h) "**Intellectual Property Rights**" means all intellectual property rights throughout the world, registered or unregistered, whether existing now or in the future, including without limitation:
 - (a) all patent rights and other rights in inventions and ornamental designs;
 - (b) all copyrights and other rights in works of authorship, software, mask works, databases, compilations, and collections of information;
 - (c) all trademarks, service marks, and other proprietary trade designations;
 - (d) rights of privacy and publicity; and
 - (e) all rights in know-how and trade secrets.
- (i) "**Inventor**" means a Constituent, Author/Developer or other person who invents or contributes to an Invention.
- (j) "**Invention**" means an IP Work that may be patentable under applicable law.
- (k) "**IP Committee**" means the Intellectual Property Committee established by the University, the members of which may be replaced or removed from time to time. The members of the IP Committee shall be as established by the University to include: the Provost, the VP for Information Technology, the University General Counsel, the Faculty Council Chair, and the Director of Research and Compliance.
- (l) "**IP Protection**" means any form of protection that can be obtained or utilized to protect an IP Work, whether through trademark or copyright registration, patenting, treatment as a trade

secret or otherwise.

- (m) **“IP Works”** means collectively, (i) all creations, discoveries, works of authorship and/or other proprietary properties of whatsoever kind or nature, including without limitation, publications, white papers, research properties, notebooks, presentations, courseware, lectures, instructional aids, software, graphic and artistic works, photographs and other visual images, music, audio and/or video recordings, dramatic or theatrical works, data compilations, ideas, processes, inventions, machines, technology concepts, designs (including without limitation web designs), manufactures, applications, trade secrets, compositions of matter, genetic developments, discoveries and similar proprietary properties; (ii) all Inventions; (iii) all improvements, modifications and derivations of each of the foregoing; and (iv) all Intellectual Property Rights embodied in each of the foregoing ((i), (ii) and (iii)). For avoidance of doubt, an IP Work may be created or developed by (i) a third party, and/or (ii) by a Constituent, and in each case, whether using any resources of the University (whether or not Material University Resources), created within the scope of employment with the University, created as part of assigned classroom work or projects or otherwise in connection with a Constituent’s association with the University and/or created pursuant to an agreement with the University, whether for a Work Made for Hire or pursuant to a Sponsorship Agreement.
- (n) **“Material University Resources”** means resources of the University, including without limitation, (a) any funds used directly to support any IP Works (excluding salary and Course Releases, Sabbaticals, or release from ordinary duties for the purposes of research or scholarship, unless that release is contingent upon prior negotiation of IP ownership with Lindenwood University); (b) physical assets of the University, excluding those items routinely used within the Faculty or staff offices and are available to Constituents for their use, e.g., office furniture, basic lab equipment and standard personal protective equipment, office computers, and supplies; (c) material periods of time contributed by any Constituent other than an Author/Developer; (d) any project funded by a Sponsor. Examples of Material University Resources under 10(n)(b) include, but are not limited to, any products or services used to develop software, games, or apps, specialized lab or medical equipment, or other items requiring extraordinary subscription fees, purchasing, licensing, or University services.
- (o) **“Policy”** means this revised Lindenwood University Intellectual Property and Ownership Policy.
- (p) **“President”** means the President of the University.
- (q) **“Revenue Sharing Schedule”** means a standardized schedule that may be adopted and amended by the University from time to time that allocates revenue derived from applicable IP Works (including Inventions) among the University, applicable Constituents, University departments or schools, or as otherwise determined by the University.
- (r) **“Scholarly Works”** means all works, regardless of their form of expression, created by faculty at their own direction and without use of Material University Resources. Examples of Scholarly Works include, but are not limited to research or scholarly publications, dissertations and theses, textbooks, journal articles, conference materials, fiction or nonfiction books, theatrical scripts or productions, poems, and works of music and art.
- (s) **“Sponsored IP Works”** means IP Works and projects that are administered by the University, and (i) performed or funded through Sponsors, (ii) performed pursuant to a third party (including Sponsor) agreement, (iii) funder through grants; (iv) in which a third party has an interest (including fellowships and similar); and/or (v) other arrangements in which a third party has a sponsorship interest; regardless of whether the Author/Developer is a Faculty Member, Student or other Constituent.

- (t) **“Sponsors”** means individual, corporate, federal state and other external funders, sponsors and other third parties that sponsor research and other activities that may or are intended to result in an IP Work, or is intended to cause the creation of IP Works as described in this Policy.
- (u) **“Sponsorship Agreements”** means agreements executed by Sponsors and the University for the creation of Sponsored IP Work.
- (v) **“Staff”** means employees of the University other than Faculty (excluding Students who are employed at the University).
- (w) **“Staff IP Works”** means IP Works for which a member of the Staff is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.
- (x) **“Students”** means all former, currently enrolled and future students of the University, including undergraduate, graduate and part-time students.
- (y) **“Student IP Works”** means IP Works for which a Student is an Author/Developer and is the owner or is among the owners of such IP Work in accordance with this Policy.
- (z) **“Tangible Research Materials”** means items, products, or tools produced in the course of research projects, whether or not such products may be patentable. Examples of such proprietary physical materials include, but are not limited to biological materials, chemical compounds, plants and plant varieties, DNA sequences, and protein sequences.
- (aa) **“Third Party Agreements”** has the meaning set forth in [Section 3\(g\)](#).
- (bb) **“University”** refers to Lindenwood University.
- (cc) **“Works Made for Hire”** means IP Works separately paid for by the University, whether (1) to Faculty or other Constituents excluding regular salary payments (examples include, without limitation, books, online course development and other IP Works), and/or (2) to any third parties.

11. MISCELLANEOUS.

- (a) **Updates.** This Policy may be updated by the University at any time and from time to time, with or without notice. All updates shall be dated and posted to the University Website, the Student Handbook and the employee guide.
- (b) **Conventions.** For purposes of this Policy, the term “including” means “including without limitation”; and the terms “herein,” “hereunder,” “hereto” and similar terms refer to this Policy as a whole, rather than to any particular paragraph or section. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.