

<b>Policy title</b> Intellectual Property Policy	<b>Category</b> Academic Affairs Faculty Human Resources
<b>Owner</b> Academic Affairs	<b>Approved by</b> Board of Governors

## Purpose of this policy

Nebraska Wesleyan University (NWU) is committed to providing an atmosphere that is conducive to excellence in teaching, scholarship, research and creative activity, and where these efforts are encouraged and rewarded. Faculty, staff and students are encouraged to engage in the scholarly pursuit of knowledge, artistic productions, and both basic and applied research. In accordance with academic freedom, and as a general principle, faculty members of the NWU Community retain their right to control the products of their creative and scholarly pursuits.

Please see Appendix A for a glossary of terms used in this document.

## Policy statement

The ownership of intellectual property is recognized and protected by law. Intellectual Property includes, among other forms, copyrights, patents, trademarks, works of art, and discoveries or creations that might normally be developed on a proprietary basis. This NWU policy addresses copyrights and patents.

### 1. COPYRIGHT

The U.S. Copyright Office defines copyright as a form of protection provided by the law to the authors of “original works of authorship” that are fixed in a tangible form of expression.

- An original work of authorship is a work that is independently created by a human author and possesses at least some minimal degree of creativity.
- A work is “fixed” when it is captured (either by or under the authority of an author) in a sufficiently permanent medium such that the work can be perceived, reproduced, or communicated for more than a short time. (<https://copyright.gov/circs/circ01.pdf>)

### Ownership of Course Materials and Copyright Protection

In adherence with long-standing tradition relating to course materials and scholarly publications, the University considers most course materials created by its faculty exempt from the Work Made for Hire doctrine. This general policy applies to all instances except in situations where Exceptional Contributions of NWU Resources are used.

The University and an individual faculty member, staff member, or student may negotiate specific written agreements for special projects and/or receive special assistance or additional compensation beyond their regular salaried appointment, such as for the development of digital courseware, distance-learning curricula, or University publications. Such agreements may reallocate Intellectual Property rights or otherwise alter application of this policy.

### Works Created by Faculty

Ownership of pedagogical, scholarly, artistic and creative works resides with the faculty creator. These works include scholarly articles and books, novels, plays, musical creations, works of art, films and textbooks. The only exceptions to faculty ownership of such works

are as follows:

1. **Sponsored Project:** When copyrightable material is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership.
2. **Works commissioned at the request of Nebraska Wesleyan University:** When a faculty member is commissioned by NWU to perform a specific task with a defined outcome that includes copyrightable material, said work shall be considered a Work-for-Hire and shall be solely owned by Nebraska Wesleyan University. Unless a particular copyrightable work is specifically commissioned by NWU, ownership remains with the faculty creator even though the faculty member may have been supported by sabbatical or other internal grants during the time the work was undertaken.
3. **Exceptional Contribution of NWU Resources:** When course materials are developed with an Exceptional Contribution of NWU Resources, ownership of those materials is negotiable except in cases where they were commissioned by NWU or created using funding from a Sponsored Project. In cases where the potential for an exceptional contribution of NWU resources exists, the faculty member and appropriate NWU representative will collaborate to determine parameters around ownership. In case of a dispute, the Intellectual Property Advisory and Review Committee will make a recommendation to the President of the University. For purposes of this policy, sabbaticals and internal grants would not, in and of themselves, be considered an Exceptional Contribution of NWU Resources unless there is written agreement to the contrary between the faculty member and Nebraska Wesleyan University.
4. **NWU use of material:** With the exception of course syllabi, which are considered public documents, material created for ordinary teaching use in the classroom and in department programs, such as assignments and tests, shall remain the property of the faculty author. However, NWU shall be permitted to use such material for assessment and accreditation purposes without further compensation to the author. In limited situations, NWU may desire to retain shared ownership of course materials. In such instances NWU will seek permission from the author, who has the right to refuse permission. In cases where permission has been granted, NWU will confer with the faculty member who created the work to learn of potential copyright issues, if any, and will comply with the copyright laws, as applicable. Nebraska Wesleyan University's right to use author-owned course materials does not prevent the author from using said course materials elsewhere or from otherwise exercising the rights associated with ownership.

In the event of the sudden inability of a faculty member to teach a course they have previously committed to teach, the faculty member grants a non-exclusive, royalty-free license to the University for the limited purpose of teaching the course; the license shall not extend beyond the faculty member's commitment to teach the course, or the next full semester following the faculty member's disability, whichever is longer.

5. **Faculty-Authored Textbooks and Royalty-Earning Materials:** Some faculty members write books or textbooks that are used in their classes. Writing such works is an important contribution to scholarship and teaching that the college encourages. The university acknowledges that the faculty possesses the best knowledge of the contents of their own books and how to teach from them. However, the assignment of one's personal books or textbooks to students may create actual or perceived conflicts of interest to the extent faculty earn royalty payments on these sales.

To avoid actual or apparent conflicts of interest, faculty members who receive royalties from the sales of books assigned to NWU students should shall donate any royalties derived from these sales to a fund that will benefit NWU students. The royalties could be donated to a fund that provides student scholarships, a department fund approved by the Provost, or to the Prairie Wolf Fund. Where a precise accounting of royalties derived from sales to NWU students cannot be calculated, the Provost's Office and the faculty member shall agree on a good faith estimate of such royalties before the textbook is assigned in any academic term.

### **Works Created by Non-Faculty Employees**

Subject to the exceptions noted below, any work created during one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and solely owned by Nebraska Wesleyan University. This applies to course materials created by non-faculty employees. The exceptions to NWU ownership of such works are as follows:

1. **Sponsored Project:** When copyrightable material is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. The terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. **Student employees assisting a faculty member:** Work created by a student employee in the course of being directed by a faculty member to assist in that faculty member's scholarly work shall be considered a Work-for-Hire for the faculty supervisor. Ownership of such work resides with the faculty supervisor, subject to the exceptions noted in the section "Works Created by Faculty."
3. **Scholarly writings:** Scholarly or Creative Works (for example, articles and books) that are authored by a non-faculty employee outside the direction of a faculty member will be wholly owned by the employee, unless commissioned by NWU, in which case they would be subject to the exceptions noted in the section "Works Created by Faculty."

### **Works Created by Students Other Than in the Course of Employment**

1. A copyrightable work created by a student other than in the course of employment by NWU is solely owned by the student, with the exception of Sponsored Projects.
2. The student right of ownership is limited to the underlying fixed work of authorship created by the student and does not extend to the data or other scholarly information that the student may have collected, obtained or used during a project, research or other work.
3. NWU may display, copy and distribute works of student-developed material for internal university purposes without payment of royalties or other fees provided prior student permission has been obtained.

## **2. PATENTS –OWNERSHIP OF INVENTIONS**

The policies articulated in this section apply to all forms of patentable inventions but shall not include copyrights.

### **Inventions Created by Faculty**

Intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as the faculty member may voluntarily choose to transfer such property, in full, or in part. The only exceptions to faculty full ownership of patentable inventions are as follows:

1. **Sponsored Project:** When the invention is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. The terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. **Inventions commissioned at the request of Nebraska Wesleyan University:** When a contract is negotiated between a faculty member and NWU to create a specific invention for use by Nebraska Wesleyan University, said work shall be considered a Work-for-Hire and shall be solely owned by Nebraska Wesleyan University. The terms of such contract shall govern the relationship between NWU and the faculty member.
3. **Exceptional Contribution of NWU Resources:** When inventions are developed with an Exceptional Contribution of NWU Resources, ownership of said invention is negotiable provided said invention was not commissioned by NWU or created using funding from a Sponsored Project. In cases when an invention is deemed to have market potential, the faculty member and appropriate NWU representative will engage in conversation as early as possible to determine parameters around ownership. In case of a dispute, the Intellectual Property Advisory and Review Committee will make a recommendation to the President of the University. For purposes of this invention policy, sabbaticals and internal grants would not, in and of themselves, be considered an Exceptional Contribution of NWU Resources unless there is written agreement to the contrary between the faculty member and Nebraska Wesleyan University.

### **Inventions Created by Non-Faculty Employees**

NWU is the owner of all patentable discoveries or Inventions made or conceived by non-faculty NWU employees (including student employees) as part of their responsibilities to NWU with the following exceptions:

1. **Sponsored Project:** When a patentable discovery or Invention is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy regarding ownership. To the extent possible, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. When a patentable discovery or Invention is created by a non-faculty employee (including student employees) outside the scope of his or her assigned duties and responsibilities and without the use of University resources, funds or materials.

### **Inventions by Students in the Course of Study**

NWU promotes innovation and entrepreneurship on the part of its students. Accordingly, neither NWU nor any of its faculty or non-faculty employees shall have or claim any interest in any copyrightable work, invention, method, business plan, business entity or other work (“Student Work”) of a student created in the course of study at NWU. The fact that Student Work was conceived on the premises or using the facilities of NWU, or with the benefit of instruction or assistance from NWU or its representatives, shall create no right or claim in NWU or any of its representatives. Likewise, NWU will accept no financial, legal, or business risk associated with Student Work except through a written agreement entered into in accordance with this policy.

### **Provisions of the policy for inventions**

The following provisions apply to inventions created or conceived by Faculty, Non-Faculty, or Students:

1. Any employee conducting research at NWU that could result in patentable Inventions is required to sign an Employee Invention Agreement. See Appendix B for Faculty Employee Invention Agreement, and Appendix C for Non-Faculty Invention Agreement.
2. All potentially patentable Inventions conceived or reduced to practice by Members of the NWU Community as part of their responsibilities to NWU or developed with an Exceptional Contribution of NWU Resources shall be disclosed on a timely basis to the

Provost.

3. Whether a particular Invention has been developed with an Exceptional Contribution of NWU Resources is determined in collaboration between the NWU Community Member and the appropriate NWU representative. In case of a dispute regarding ownership, the Intellectual Property Advisory and Review Committee will make a recommendation to the President of the University.
4. When a potentially patentable Invention has been developed using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy regarding ownership. To the extent possible, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
5. When applicable, NWU shall share royalties from Inventions owned by or assigned to NWU with the Inventor according to the schedule agreed to in the Employee Invention Agreement.
6. If NWU decides not to pursue the patenting and commercialization of a disclosed Invention and elects not to pursue other means of attaining a benefit to NWU and encouraging public use and benefit of a disclosed Invention, full ownership reverts to the Inventor(s).
7. If, after the Invention Agreement has been signed, NWU elects to pursue the patenting and commercialization of a disclosed Invention or elects other means of attaining a benefit to NWU and encouraging public use and benefit of a disclosed Invention, the Inventor(s) may nonetheless petition the President to assign ownership to the Inventor(s). The grant or denial of such a petition is at the discretion of the President who will consult with the Provost and the Intellectual Property Advisory and Review Committee. The standard to be applied is whether assignment from NWU to the Inventor(s) is in the best interest of Nebraska Wesleyan University. An appropriate case for such an assignment may be one in which NWU has been unsuccessful for a substantial period of time in its attempts to patent, license, commercialize, or otherwise encourage significant public use of the Invention.
8. A patentable discovery or Invention made or conceived by a Student other than within the terms of employment by NWU and without an Exceptional Contribution of NWU Resources is wholly owned by the student, subject to the terms of any applicable Sponsored Project.

Waivers of the provisions of this policy may be granted by the President after consultation with the Provost and the Intellectual Property Advisory and Review Committee. Only written waivers signed by the President shall be valid and enforceable waivers of this policy.

### **Pursuing a Patent**

Obtaining a patent for an Invention is a costly and time-consuming process. Because of this, NWU must be prudent when determining whether to pursue a patent for an Invention.

Once the ownership share of NWU has been established in accord with this policy, the President will consult with the Provost and the Intellectual Property Advisory and Review Committee and appoint an ad hoc committee to recommend whether NWU should pursue a patent. It is anticipated that the ad hoc committee may include faculty members or other members of the NWU Community who have the necessary expertise to provide an independent evaluation of the Invention. In addition to information provided by the Inventor(s), the ad hoc committee may rely upon information provided by other sources qualified to evaluate the Invention, including outside consultants and technology development firms. The ad hoc committee will serve in an advisory role, making a recommendation to the President, who will make the final decision.

In cases where NWU elects to pursue the patenting of a disclosed Invention, the President, after consultation with the Provost and the Intellectual Property Advisory and Review Committee, may assign Nebraska Wesleyan University's share of ownership rights to a commercial venture or other interest that has the resources to patent and commercialize the Invention as well as to protect the intellectual property from any legal challenges. In appropriate cases, where it is in the best interest of NWU and after consultation with the Provost and the Intellectual Property Advisory and Review Committee, the President may choose other means of encouraging public use and benefit of a disclosed Invention.

If NWU elects not to pursue the patenting and commercialization of a disclosed Invention and elects not to pursue other means of attaining a benefit to NWU and encouraging public use and benefit of a disclosed Invention, full ownership reverts to the Inventor(s). In such cases, NWU shall notify the Inventor(s) of its decision regarding not to pursue the Invention as soon as possible after the President receives the disclosure form. In such cases the Inventor(s) may pursue patenting and commercialization using private resources. In applying this part of the policy, NWU recognizes that Inventors may sometimes make untimely Invention disclosures, leaving less than four months from disclosure to when a patent application must be filed to preserve an assignee's or Inventor's right to patent. While NWU is not responsible for any loss of right to patent that might follow from the application of any of the provisions of this policy, when NWU is given specific notice that the loss of right to patent is imminent, NWU shall take reasonable steps to preserve an Inventor's right to patent in cases where NWU decides not to pursue an Invention. Such steps may include notifying an Inventor of NWU's decision not to pursue a patent in fewer than four months of the date the President receives the disclosure form.

Unless other terms are specified in writing, when NWU assigns its ownership of a disclosed Invention to the Inventor(s), NWU retains a non-exclusive, royalty-free license to the Invention, but not to sub-license the invention.

### **Distribution of Financial Benefit and Expense**

The expense of any patent application or proceeding for an invention owned by NWU will be paid by NWU or its assignee. NWU reserves the right to enter into a written agreement with a party of its own choosing to share the costs of a patent application and related proceedings.

Prior to the distribution of any royalties or other income, all direct expenses related to prosecuting and maintaining a patent and commercializing the Invention, including attorney's fees, shall be reimbursed to NWU from receipts related to the Invention. Upon request, NWU will provide a list of these receipts to the Inventor(s).

The resulting net income will be distributed to the Inventor(s) or his/her assignee, Nebraska Wesleyan University, and the Inventor's department as mutually agreed upon by the parties involved.

### **3. INTELLECTUAL PROPERTY COMMITTEES**

Two NWU committees are tasked with matters related to intellectual property at NWU: the Intellectual Property Advisory and Review Committee (Advisory) and the Intellectual Property Appeals Committee (Appeals).

#### **Intellectual Property Advisory and Review Committee**

Membership:

- Two representatives from the Faculty Affairs Committee,
- One student from Student Affairs Senate or a graduate student, One representative from Human Resources
- One representative from the Library The Provost or delegee

Responsibilities:

Advisory Role

The Advisory Committee serves in an advisory capacity to the President in situations described in this document, including but not limited to the following:

- Establishing if an Exceptional Contribution of NWU Resources has occurred in the development of course materials in copyright cases; and, when that is the case, determining ownership of said materials.
- Determining whether a particular invention has been developed with an Exceptional Contribution of NWU Resources. Recommending ownership shares to the President after it is determined a particular invention was developed with an Exceptional Contribution of NWU Resources.
- Advising in situations when the Inventor petitions to be assigned ownership of an invention whose patenting or commercialization NWU has elected to pursue.
- Advising the President in cases of waivers of the provisions outlined under the Patents section of this policy.
- Advising the President in determining NWU's share of ownership rights in cases of patents after NWU elects to pursue the patenting of a disclosed invention.
- Advising the President on means of encouraging public use and benefit of a disclosed invention.
- Monitoring and reviewing technological and legislative changes affecting intellectual property policy and reporting to relevant faculty and administrative bodies when such changes affect existing policies.

Reviewer Role:

- Reviewing this policy every three years in the fall semester or sooner if requested by any of the involved parties. The review process must include two representatives from the Faculty Affairs Committee, one student from Student Affairs Senate or a graduate student, one representative from Human Resources, one representative from the Library, and the Provost or delegee.
- Human Resources will take recommendations for changes to the policy and convene the committee as needed.

#### **Intellectual Property Appeals Committee:**

#### **Resolution of Disputes by Appeal Committee:**

In cases where there is a dispute over ownership, and its attendant rights, of intellectual property, concerns should be brought to the Provost's Office who will convene an ad hoc Intellectual Property Policy Appeals Committee (Appeals Committee).

Composition

The Appeals Committee will be made up of two representatives from the group of constituents involved in the dispute, plus one representative from Administrative Council or a designee:

- Faculty Affairs Committee, or Staff, or
- Student Affairs Senate; or
- Graduate/Adult Student Representation Examples:
- Two Faculty members and one Administrative Council member in the case of a dispute involving a faculty member Two Staff members and one Administrative Council member in the case of a dispute involving a staff member
- Two Faculty members, two student members and one Administrative Council member in the case of a dispute involving a faculty member and a student

The representatives can have no conflict of interest regarding the dispute and will attempt to informally and privately mediate the dispute. Other individuals with subject expertise may be consulted as needed for the resolution process (i.e. an expert in the field of the dispute or Library Liaison).

Upon formation of the Appeal Committee, a Committee Chair will be elected by its members. **Responsibilities**

- Thoroughly reviewing the policy for mutual understanding with the committee members and any subject matter experts prior to making a recommendation; the committee may seek assistance with this policy review from members of the Advisory Committee
- Making an initial recommendation of whether the university or any other party has rights to the invention or other creation, and, if so, the basis and extent of those rights.
- Making a recommendation on resolving competing claims to ownership when the parties cannot reach an agreement on their own.

#### **Process for the Resolution of Competing Claims to Ownership**

- The Appeals Committee must meet within five (5) business days after committee members have been selected. At this meeting the committee shall review the appeal and the original documentation filed with the Advisory Committee. The committee may request the parties to appear in order to answer questions from the committee or additional documentation or information.
- When making a recommendation for resolving competing claims of ownership, the Appeals Committee's recommendation shall contain the reasons for the committee's decision and must be made no later than forty-five (45) calendar days after receiving the matter for consideration.
- The Appeals Committee Chair will forward the recommendation to the President of the University for a final decision.
- The President will respond to the appealing party with notification to the Chair of the Appeals Committee within fifteen (15) calendar days after receiving the recommendation from the Appeals Committee. The President's decision will be final and binding to all parties.
- Documentation of appeals and decisions will be maintained in the President's Office.

**The remedies set forth in this process are exclusive; no University faculty member or employee may bring a legal action to enforce this policy except after resort to the processes set forth above.**

#### **APPENDIX A: GLOSSARY**

**Copyright:** The U.S. Copyright Office defines copyright as a form of protection provided by the law to the authors of "original works of authorship" that are fixed in a tangible form of expression.

- An original work of authorship is a work that is independently created by a human author and possesses at least some minimal degree of creativity.
- A work is "fixed" when it is captured (either by or under the authority of an author) in a sufficiently permanent medium such that the work can be perceived, reproduced, or communicated for more than a short time. (<https://copyright.gov/circs/circ01.pdf>)

**Course Materials:** Materials created for the purposes of teaching or instruction or to support the teaching of a course, regardless of mode of delivery which include the following:

1. course syllabi, lectures, assignments, tests, and PowerPoint presentations;
2. the content of digital teaching media not developed by the University, such as lectures;

3. content delivered by audio or video methods whether recorded or live streamed, or by learning management systems (e.g., Canvas), or other technologies not yet developed; and

4. web-based publications.

**Exceptional Contribution of NWU Resources:** An exceptional contribution of NWU Resources is a contribution of NWU resources beyond what is ordinarily available and specifically provided to members of the NWU Community to carry out their duties as NWU employees. Unless otherwise provided in writing, none of the following would constitute an Exceptional Contribution for faculty members: normal use of offices, NWU-owned computers, libraries, administrative assistants' services, photocopying, software that is readily available to all faculty, and other types of resources, property, and personnel that are readily and regularly available to faculty in a specific program or department. On the other hand, equipment or materials purchased with NWU funds and used for the creation of works or development of experiments that could be sold may be considered exceptional contributions of NWU resources.

Exceptional Contribution of NWU resources may apply to Instructional Design team-created courses in which individual contributions are indistinguishable from the whole, making it impossible to identify individual ownership, or where assistance to create the course considerably exceeded the assistance normally supplied to other faculty members.

**Intellectual Property:** Creation of the mind or intellect, the ownership of which is recognized and protected by law now or in the future. Intellectual Property includes copyrightable subject matter, any patentable invention, tangible research property, trademarks, trade secrets, works of art, and discoveries or creations that might normally be developed on a proprietary basis.

**Invention:** Any new or useful discovery, process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. Inventions are novel, useful, and not obvious to individuals skilled in the field in which they are developed.

**Inventor:** An individual who contributes to the conception of the Invention. In this context, conception is the formation in the mind of the inventor, of a definite and permanent idea of the complete and operative invention, as it is to be applied in practice.

Individuals—including students—who help to test or perform work with the conception of another are not inventors. However, anyone—including a student—who contributes to the conception of the invention must be recognized as co-Inventor.

**Members of the NWU Community:** Any employee or enrolled student of Nebraska Wesleyan University.

**Patent:** The bundle of rights defined by the law of the United States or analogous law in other countries that protects inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof (AAUP.org, n.d.)

**Sponsored Project:** An externally funded activity governed by a written agreement between NWU and the sponsor. Sponsored project agreements typically involve grants, contracts, cooperative agreements or letters of agreement. A sponsored project may be thought of as a transaction in which there is a specified statement of work with a related, reciprocal transfer of something of value.

**Work Made for Hire (or Work for Hire):** Under the Copyright Act, a Work made for Hire (or Work for Hire) is:

1. A work prepared by an employee within the scope of his/her employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. <https://www.copyright.gov/circs/circ09.pdf>

## APPENDIX B-FACULTY

### NWU Invention Agreement

In consideration of my employment by NWU and of NWU providing to me opportunities to perform research, including sponsored research, and/or to utilize resources of Nebraska Wesleyan University, I:

1. Agree that except as otherwise set forth in the Intellectual Property Policy, any patentable invention or discovery which is conceived or first reduced to practice in the course of my employment with NWU (including but not limited to the performance of a grant, contract or award made to NWU by any external agency), or with an Exceptional Contribution of NWU Resources, shall be subject to the provisions of Nebraska Wesleyan University's Intellectual Property Policy; and,
2. Agree to disclose promptly in writing to NWU through the Provost any such invention or discovery and identify by date any publication, sale, public use or manuscript submission related thereto; and,

3. Will assign and do hereby assign rights to such invention or discovery and any and all patents and patent applications thereon to NWU or such designee in the prosecution of patents or patent applications and the preparation and execution of all documents necessary or incidental thereto according to the following schedule of ownership shares:

(\_\_\_\_) percent to me, as the Inventor(s), or my assignee

(\_\_\_\_) percent to Nebraska Wesleyan University

(\_\_\_\_) percent to Inventor(s)' department Signed: (To include first name in full)

Printed Name:

Title:

Department:

Date Signed:

Provost Approval Signed:

Date Signed:

### **APPENDIX C –NON-FACULTY EMPLOYEE OR STUDENT**

#### **NWU Invention Agreement**

In consideration of my employment by NWU and of NWU providing to me opportunities to perform research, including sponsored research, and/or to utilize resources of Nebraska Wesleyan University, I:

1. Agree that except as otherwise set forth in the Intellectual Property Policy, any patentable invention or discovery which is conceived or first reduced to practice in the course of my employment with NWU (including but not limited to the performance of a grant, contract or award made to NWU by any external agency), or with an Exceptional Contribution of NWU Resources shall belong to Nebraska Wesleyan University, and be subject to the provisions of Nebraska Wesleyan University's Intellectual Property Policy; and,

2. Agree to disclose promptly in writing to NWU through the Provost any such invention or discovery and identify by date any publication, sale, public use or manuscript submission related thereto; and,

3. Will assign and do hereby assign all rights to such invention or discovery and any and all patents and patent applications thereon to NWU or such designee in the prosecution of patents or patent applications and the preparation and execution of all documents necessary or incidental thereto.

Signed:

Printed Name:

Title:

Department:

Date Signed:

Provost Approval Signed:

Date Signed: