

Policy on Intellectual Property

Policy Title	Policy on Intellectual Property
Policy #	01.007.01
Policy Owner	University of Rhode Island Board of Trustees
Contact Information	Questions about this policy should be directed to Vice President for Research and Economic Development at (401) 874-4576
Approved By	University of Rhode Island Board of Trustees
Effective Date	November 5, 2021
Next Review Date	No later than December 31, 2026
Who Needs to Know About this Policy	All faculty, staff, students, and University Affiliates involved in the creation, development, management, protection, commercialization, licensing, or dissemination of Intellectual Property at the University of Rhode Island.
Definitions	<p>Affiliated Foundation. A third party organized as a nonprofit entity, as described in section 501(c)(3) of the Internal Revenue Code of 1986, that has among its primary functions acting as the agent of the University with respect to the management of University IP, receiving IP-related Licensing Revenue and gifts, and supporting or promoting University research. The University of Rhode Island Research Foundation (also, the Research Foundation) is the sole Affiliated Foundation, unless deemed otherwise by the University of Rhode Island Board of Trustees or Its Designee.</p> <p>Author. A person who creates a Copyrightable Work.</p> <p>Copyright Agreement. A written and signed agreement between the Author and the University that explicitly defines: the ownership of the Copyrightable Work, any control rights in cases of Mediated Courseware, any reimbursement for Significant Use of University Resources, and/or the sharing of royalties.</p> <p>Copyrightable Work or Work. An original Work by an Author that has been fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, journals, software, computer programs (including source code), musical Work, dramatic Work, videos, multimedia products, sound recordings, pictorial and graphical Work, etc. Any Copyrightable Work that is also an Invention shall be governed by the Patent Intellectual Property section of this policy. A Work may be the product of a single Author or a group of Authors who have collaborated on a project. See also Intellectual Property.</p>

Costs of IP Protection. The expenses incurred by the University in conducting the research and in procuring, protecting, preserving, maintaining, and licensing IP and related rights. This includes the costs of securing patent, copyright, or Trademark protection in the United States and any foreign jurisdiction.

Creator. A person who contributes to the development of IP at the University in a significant manner and who under this policy is entitled to the distribution of proceeds from commercialization. For purposes of this policy, wherever practicable, Creator shall be deemed to include the estate of any deceased person.

Cumulative Net Royalties. The cumulative lifetime gross revenues obtained from royalties, licensing or assignment fees, and/or the proceeds from the sale of equity, and/or the direct proceeds from the University practicing its own IP, less external expenses incurred by the University or the University of Rhode Island Research Foundation in procuring, protecting, preserving, and maintaining IP rights, including legal fees associated with the IP, fees for patentability searches, fees arising out of litigation, fees for legal advice, or any fees or costs directly attributable to the IP being licensed. Marketing and indirect costs, overhead, or other University costs usually associated with operation of the University and not directly attributable to the IP will not be deducted from gross revenues.

Intellectual Property or IP. Collectively, all forms of property created by the mind including, but not limited to, Inventions, Trade Secrets, processes, business and technical know-how, Copyrightable Works, and service marks, and Tangible Research Property. Unless indicated otherwise, IP refers to properties owned by the University of Rhode Island Board of Trustees or Its Designee.

Intellectual Property Disclosure. A written document that allows one skilled-in-the-art to fully understand and practice, apply and/or commercialize IP.

Intellectual Property and Economic Development Office or IPED Office. The office having responsibility for the office of IP and Economic Development at the University or, where appropriate, Its Designee.

Invention. A process, method, discovery, device, plant, composition of matter, know-how, or other Invention that reasonably appears to qualify for protection under United States patent law (including, but not limited to, utility patent, plant patent, design patent, certificate of Plant Variety Protection, etc.), whether or not actually patentable. This includes software that may also be a Copyrightable Work. An Invention may be the product of a single Inventor or a group of Inventors who have collaborated on a project.

Inventor. An individual who contributes to the conception of an Invention under U.S. patent law and who is identified as such on the licensed patent, patent application or unpatented technology. In the case of a patent or patent application, according to U.S. patent law, an Inventor's contribution must

be applicable to at least one claim. For purposes of this policy, wherever practicable, Inventor shall be deemed to include the estate of any deceased person who otherwise qualifies as an Inventor.

Its Designee. Whenever the phrase “Its Designee” is used in connection with the University of Rhode Island Board of Trustees, it shall mean the University of Rhode Island Research Foundation, which has been designated as patent management arm and agent of the University of Rhode Island Board of Trustees to apply for, accept assignment of service, administer and market patents, patent protection rights and other forms of Intellectual Property and to take steps to protect such rights.

Licensing Revenue. Revenue derived from any agreement licensing or assigning IP rights to a third party in exchange for payment of licensing fees, research fees, milestone fees, sponsored research or development, royalties, equipment, equity, or like-in-kind payments. Licensing Revenue may be received by the University or University of Rhode Island Research Foundation.

Mediated Courseware. Teaching aids or instructional assets created and/or deployed electronically. Mediated Courseware may incorporate text, graphics, video, and audio elements. Examples of such materials include, but are not limited to, hypertext modules, simulation software, web sites, and databases containing numbers, images, or text.

Significant Use of University Resources. A Creator’s use of other employees’ time or University facilities or equipment that appreciably increases the University’s costs beyond those normally incurred in support of an employee in the University. Significant Use does not include the normal use of University employees’ time, facilities, or equipment commonly available to faculty, staff, or the public, such as libraries, Internet access, office space, office equipment, computers, and/or office supplies, unless otherwise specified in a written agreement.

Tangible Research Property. Tangible items produced in the course of research including, but not limited to, such items as biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment. Individual items of Tangible Research Property may be associated with one or more intangible properties, such as Inventions, Copyrightable Work, and Trademarks. An item of Tangible Research Property may be the product of a single Inventor or group of Inventors who have collaborated on the project.

Trade Secret. Information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. See also Intellectual Property.

	<p>Trademark (including Service Mark). A distinctive word, design, or graphic symbol, or combination word and design, that distinguishes and identifies the goods and services of one party from those of another, such as names or symbols used in conjunction with plant varieties, computer programs, or institutional names, logos, or derivatives thereof. See also Intellectual Property.</p> <p>University Affiliate. Any individual who is not a faculty member, staff, or student who otherwise has a formal relationship with the University, including but not limited to, visiting scholars, visiting students, research fellows, professional program participants, club sports coaches, and volunteers as well as employees and associates of the URI Foundation and Alumni Engagement, the University of Rhode Island Research Foundation, and members of the University of Rhode Island Board of Trustees. Vendors and contractors are not considered University Affiliates, except for those with an ongoing presence on the University campus as regular operations support staff.</p> <p>Work for Hire. Defined pursuant to federal Copyright Law which includes a Work prepared by employees (staff, faculty, or student) within the scope of their employment, or a Work created pursuant to a written agreement by third party identifying the Work as a Work for Hire. Unless a Copyright Agreement provides otherwise, software created by employees within the scope of their employment and not treated as Mediated Courseware under section IV of this policy shall be treated as a Work for Hire.</p>
<p>Statutes, Regulations, and Policies Governing or Necessitating This Policy</p>	<p>37 CFR 401 (Bayh Dole Act)</p>
<p>Reason for Policy/Purpose</p>	<p>To provide clear guidelines for all parties involved in the creation, development, management, protection, commercialization, licensing, and dissemination of Intellectual Property.</p>
<p>Forms Related to this Policy</p>	<p>Intellectual Property Rights Assignment Intellectual Property Disclosure</p>

Policy Statement

1) General Principles.

- a) The University of Rhode Island (also, University) encourages and promotes research and scholarship based on the traditional principles of the academic profession. Some discoveries, advancements, and innovative approaches may have the potential to be further developed into products or services that have utility beyond the University and that may positively impact the economy of Rhode Island. Through this policy, the University seeks to define and execute a synergistic model of education, research, service, innovation, commercialization, and economic development and to apply this model to help solve significant problems of a complex world.

- b) The primary purposes of this policy are to:
 - 1) Provide clear guidelines for all parties involved in the creation, development, management, protection, commercialization, licensing, and dissemination of Intellectual Property.
 - 2) Provide for an effective and efficient process to achieve positive outcomes for creators, Colleges, the University, and society.
 - 3) Recognize, respect, and effectively manage all interests that may emerge from discoveries that have commercial or other valued outcomes and provide guidance for Intellectual Property protection and commercial development.
 - 4) Bring technology into practical use for the public benefit as quickly and effectively as possible, in a manner consistent with applicable law and policy.
 - 5) Facilitate the creation of appropriate public-private partnerships in order to achieve commercialization, utilization, and economic development.
 - 6) Encourage a broad array of mutually beneficial relationships with organizations outside the University to further develop discoveries made at the University, including: collaborative research; licensing of Intellectual Property; and the establishment of companies and other entities specifically formed to commercialize IP created at the University.
 - 7) Develop a process to work integrally with the University of Rhode Island Research Foundation (also, the "Research Foundation") for the marketing and commercialization of University inventions and innovations and for fostering economic development in the State of Rhode Island.
- c) This policy, which may be amended from time to time, governs unless a specific policy or agreement provides otherwise.
- d) This policy shall be administered in accordance with, and subject to, policies of the University concerning IP and its requirement under the Bayh-Dole Act and Federal and State conflict of interest, academic misconduct, and University conflict of interest policies, and other applicable laws and regulations.
- e) Any Creator of a Copyrightable Work, Invention, Trade Secret, Trademark, Tangible Research Property, or other IP should contact the URI Office of Intellectual Property and Economic Development (IPED).

II) General Intellectual Property

- a) The University strongly encourages its faculty, staff, and others associated with the University to pursue formal protection and/or commercialization of all IP as a method of bringing recognition and/or remuneration to the Creators and the University.
- b) Intellectual Property that may arise from the development of a new and useful process, device or apparatus, article of manufacture, design, composition of matter (including, but not limited to, a chemical compound, microorganism, nucleotide sequence, amino acid sequence, equipment, device, genetically engineered organism, and the like), plant, or related improvement, or a new use for a known material or device or related improvement. This class of IP will be considered as Patent IP, which includes patent applications and Plant Variety Protection. This policy also applies to other forms of Intellectual Property, including Copyrightable Work and Trademarks which will be considered separately as Copyright IP and Trademark IP, respectively. Computer code or computer programs (software), may be subject to the below sections of this policy governing both the Copyright IP and Patent IP. The IPED Office is hereby authorized to determine the classification of IP amongst these categories. Information on Patent IP, Copyright IP, and Trademark IP, including definitions, may be found in sections III, IV, and V below, respectively.
- c) Except as set forth herein, all rights to and interests in any IP resulting from research or investigation conducted in the course of the Creator's employment with the University (including, but not limited to, the performance of a grant, contract, or award made internally, by an extramural agency, or by a third party) or with the Creator's use of the Significant Use of University Resources shall be the sole and exclusive property of the University of Rhode Island Board of Trustees.
- d) Creator will provide any and all required declarations, assignments, and other documents in the course of processing IP in addition to the IP Rights Assignment per Article III(c)(4)(ii).
- e) Unless otherwise provided by law or a prior written agreement, this policy applies to any IP made by the University's faculty, staff, students, trainees, Affiliates, volunteers, or others for:

- 1) Any IP developed by or under the direction of any faculty, staff, or student, the cost of which was partially or wholly paid for with funds under the control of or administered by the University; and/or
- 2) Any IP developed by the faculty, staff, students, trainees, Affiliates, volunteers, or others utilizing the University's facilities, laboratories, or other resources available to such faculty, staff, students, trainees, Affiliates, volunteers, or others because of their status within the University.

University students shall own rights in IP developed by them independently or as a part of their coursework, except if the IP is developed using University funds, resources or research facilities, if the student has an employment relationship with the University, or if the University has third-party obligations with respect to student IP. Financial aid as tuition assistance shall not be considered University funds unless such assistance consists of employment at the University, including but not limited to, teaching assistantships, or is charged against a grant, contract, or other agreement between the University and a third party.

III) Patent Intellectual Property

- a) Patent IP is defined as Intellectual Property arising from the development of a new and useful process, device or apparatus, article of manufacture, design, composition of matter (including, but not limited to, a chemical compound, microorganism, nucleotide sequence, amino acid sequence, equipment, device, genetically engineered organism, and the like), plant, or related improvement, or a new use for a known material or device or related improvement, or a new use for a known material or device. Patent IP will include a patent applications and Plant Variety Protection. A Creator of Patent IP will be considered an Inventor under this section.
- b) Patent IP conceived or developed in the furtherance of research or investigation conducted by the University's faculty, staff, students, trainees, Affiliates, volunteers, or others in section II(e) above, shall be promptly disclosed in writing to the IPED Office. After consultation with the IPED Office, the Inventor may be asked to complete and file an Intellectual Property Disclosure form provided by the IPED Office.
- c) All rights to and interests in any Patent IP arising in the course of research or investigation sponsored by the University, any government or private agency, or other sponsored research are controlled by the terms of the applicable research agreement, the IP section(s) of which must be reviewed, negotiated, and approved by the IPED Office. In the absence of provisions to the contrary contained in any such research or investigation agreement or under federal law or regulations, the following shall apply:
 - 1) The Inventor has the right to:
 - (i) Receive notice of the University's intention to protect Patent IP or otherwise to retain title to the IP after the Intellectual Property Disclosure is made to the University within six (6) months or as otherwise prescribed by laws;
 - (ii) Receive a share of any net Licensing Revenue, such as licensing fees or royalties, received by the University from the commercialization of the Invention according to the appropriate Distribution Schedule contained under this section (unless Inventor startup is the licensee); and
 - (iii) Receive from the University title to any Patent IP rights held by the University and subject to this policy in the event the University elects not to retain the same, subject to the rights of the federal government in cases of "subject inventions" covered by the Bayh-Dole Act.
 - 2) The Inventor is required to:
 - (i) Promptly file an Intellectual Property Disclosure including the name of any co-Inventor;
 - (ii) Assign ownership of the Patent IP to the University of Rhode Island Board of Trustees or its Designee, with the deemed understanding and agreement by all Inventors covered by this policy (1) that—at the time they first commence their employment by, matriculation at, or other affiliation with the University—they will be deemed to have made (as a condition of their employment, matriculation, or affiliation) a "present assignment" of all Patent IP they may develop in the future (in connection with their employment/matriculation/affiliation with the University), which is to be owned by the University under this policy; and (2) that they shall confirm and document their assignment of any Patent IP in writing whenever requested by the University, on forms provided by the University;

- (iii) Cooperate to the extent necessary as determined by the University in the reasonable delay of publication to allow for a timely submission of a patent application;
 - (iv) Cooperate in protecting any Patent IP;
 - (v) Participate in the defense of such patents during prosecution for interference or infringement; and
 - (vi) Assist with licensing or marketing efforts related to the Patent IP; and
 - (vii) Comply with the Bayh-Dole Act, including its requirements for assigning IP rights.
- 3) The Designee of the University of Rhode Island Board of Trustees, shall have the right and authority to:
- (i) Assign its rights to the Inventor, up to and including full ownership, in any Patent IP subject to this policy to which the University of Rhode Island Board of Trustees or its Designee choose not to retain title subject to the rights of the federal government in cases of “subject inventions” covered by the Bayh-Dole Act;
 - (ii) Assign its rights or interests of any Patent IP owned by the University of Rhode Island Board of Trustees to the Research Foundation; or
 - (iii) Retain non-commercial research rights to any Patent IP developed by the University.
- 4) The University is obligated to:
- (i) Provide adequate resources to fulfill and meet the obligations in this section regarding Patent IP and comply with the Bayh-Dole Act and other applicable laws;
 - (ii) Require its employees to comply with written agreement requirements of the Federal Regulations of the Bayh-Dole Act, including but not limited to, 37 CFR 401.14 (f)(2) by signing the IP Rights Assignment Agreement.
 - (iii) Make faculty, staff, students, trainees, Affiliates, volunteers, or others aware of the elements of this policy regarding Patent IP and of any ongoing agreements with external sources to evaluate and/or market such IP;
 - (iv) Determine, after the Intellectual Property Disclosure is filed, whether the University chooses to retain title and to protect the Patent IP and give notice of University’s intention to protect the Patent IP to the Inventor within six (6) months or as otherwise prescribed by laws;
 - (v) Expedite formal Patent IP protection procedures;
 - (vi) Upon the decisions to pursue commercialization of Patent IP, outline a commercialization plan in cooperation with the Inventor through the Research Foundation. The commercialization may include licensing to a company including licensing to a company started by the Inventor; and
 - (vii) Ensure Licensing Revenue received by the University or the Research Foundation for any Patent IP is distributed according to the appropriate Distribution Schedule contained herein.
- d) The distribution of royalties and other Licensing Revenue, such as licensing fees, milestone payments, or equity, but not patent cost reimbursement, received by the University or the Research Foundation for licenses or assignments shall be distributed according to the following considerations. There are numerous interests involved in connection with research and innovation performed at the University, including the researcher and Inventor; the University; the general public whose taxes and gifts support the University; and outside entities that provide support. Subject to restrictions arising from obligations of the University or the Research Foundation pursuant to gifts, grants, contracts, or other agreements with outside organizations, the University or the Research Foundation agrees, for and in consideration of the licensing or assignment of Patent IP rights, to pay Cumulative Net Royalties according to the Distribution Schedule below for Patent IP licensed or assigned by the University or the Research Foundation.

Patent IP Distribution Schedule (Percent of Cumulative Net Royalties)		
Inventor	College	Research Foundation
40%	30%	30%

When there are two or more Inventors, each Inventor shall share equally in the Inventor's share of Cumulative Net Royalties, unless all Inventors have agreed in writing to a different distribution of such share. Likewise, if there are two or more Colleges involved, each College shall share equally unless otherwise agreed in writing. In the event an Inventor holds an ownership interest (i.e., an interest in stock, assets, net profits, or losses of the business entity) in the royalty-paying entity, that Inventor's share of Cumulative Net Royalties will be split between the College and the Research Foundation. The Vice President for Division of Research and Economic Development shall have final authority in resolving disputes between Inventors and Colleges as to the sharing of royalties between them.

- e) In the event the IPED Office determines not to protect the IP or determines to abandon such protection after its initiation or completion, it will, when not adverse to other interests and obligations, and when consistent with the federal government's rights, if any, in the IP, offer the release of the IP rights it holds (except for the retention of non-commercial and academic rights) to the Inventor in writing. Upon the Inventor signing and returning the written offer to the IPED Office, the request will be submitted to the Research Foundation for authorized signature on behalf of the University of Rhode Island Board of Trustees to effect the release of IP rights to the Inventor. At the discretion of the IPED Office, this release may contain terms requiring that any IP expenses incurred by the University or the Research Foundation be reimbursed from any eventual royalties attributable to the released IP rights, as well as other terms and conditions. The University shall execute assignments as reasonably necessary to effect the release of IP rights to the Inventor in accordance with this IP policy. Cumulative Net Royalties received by the Colleges must be used to support research and to further the research, development, commercialization and/or protection of any IP in the laboratories and programs of the Inventors that generated the Patent IP.
- f) The Inventor obligations under section III(c)(2) and University obligations under section III(c)(4) do not terminate upon separation of employment from the University.

IV) Copyright Intellectual Property

- a) Except as otherwise explicitly provided under this policy or a Copyright Agreement, an employee who creates a Work shall be deemed to acquire copyright ownership of the Work, unless made with Significant Use of University Resources. Under this policy, Works may include written material, software, code spoken description, sketches, musical scores, sculptures, and paintings and a Creator of the Work will be considered an Author. In keeping with this policy and with academic custom, except as otherwise provided under this policy, the University shall forever disclaim its copyright ownership in a Work for Hire in favor of the Author, and when deemed necessary, the University of Rhode Island Board of Trustees or Its Designee shall execute one or more assignments conveying such copyright ownership to such Author.
- b) Copyright ownership of Work developed as a result of Work supported partially or fully by an outside agency through a contract or grant shall be determined in accordance with the terms of the contract or grant. In those cases in which copyright ownership is vested in the University of Rhode Island Board of Trustees, the University shall have the first option to secure copyright in the name of the University (or University of Rhode Island Board of Trustees). Should the University decide, in writing, not to secure copyright, the employee then may proceed to personally secure the copyright. The University of Rhode Island Board of Trustees or Its Designee shall then execute one or more assignments conveying such copyright ownership to such Author.
- c) Self-initiated Mediated Courseware. When an employee develops Mediated Courseware without specific direction by the University, unless otherwise agreed, the ownership of copyright in the Mediated Courseware shall be deemed to vest in the employee. In the case that such Mediated Courseware is a Work for Hire by a third party, the University shall forever disclaim its copyright ownership in favor of the Author, and when necessary, the University of Rhode Island Board of Trustees or Its Designee shall execute one or more assignments conveying such copyright ownership to such Author. Normally, no royalty, rent, or other consideration shall be paid to the employee when that Mediated Courseware is used for instruction at the University and such Mediated Courseware shall not be used or modified without the consent of the employee. While the Author is employed by the University, the Mediated Courseware shall not be sold, leased, rented, or otherwise used in a manner that competes in a substantial way with the for-

credit offering of the University unless approved by the Provost and Vice President for Academic Affairs of the University. The University shall have a perpetual, non-exclusive, royalty-free right to use such courseware for archival research purposes. In the event that Significant Use of University Resources are used to develop or improve Mediated Courseware, the Author shall be required to obtain approval to use the Mediated Courseware outside of the University and the provisions of section IV(b) of this policy shall apply.

- d) University-directed Mediated Courseware. When the University directs in a written employment contract or Copyright Agreement the creation of specific Mediated Courseware, copyright in the resulting Mediated Courseware belongs to the University of Rhode Island Board of Trustees or Its Designee, and the University shall have the exclusive right to revise it and decide who will utilize the Mediated Courseware in instruction. Pursuant to this subsection, insofar as the Mediated Courseware is a Work for Hire, the University of Rhode Island Board of Trustees or Its Designee shall retain copyright ownership. Development of University-directed Mediated Courseware shall be reported to appropriate administrator(s) at the University.
- e) Unless otherwise specified by this policy, the first \$10,000 of Licensing Revenue received as a result of copyright ownership by the University of Rhode Island Board of Trustees will be distributed to the Research Foundation as its designee. Licensing Revenue received in excess of \$10,000 as a result of copyright ownership by the University of Rhode Island Board of Trustees or Its Designee will be disbursed as follows; 60% to the Author, 20% to the College and 20% to the Research Foundation.
- f) When the Author creates a Work involving use of Significant Use of University Resources and if the Licensing Revenue is in excess of \$10,000, the following steps should be followed to determine Copyright Ownership between the Author and the University of Rhode Island Board of Trustees or Its Designee:
 - 1) The Author will initiate the process by delivering a copy of the Work and complete and submit the completed Intellectual Property Disclosure to the IPED Office.
 - 2) The Intellectual Property Committee, the committee convened by the University under the guidance of its Vice President for the Division of Economic Development and Research for purposes of reviewing and evaluating IP Disclosures, will make a recommendation regarding Copyright ownership to the Vice President for Division of Research and Economic Development.
 - 3) If the University of Rhode Island Board of Trustees or Its Designee has Copyright ownership, then a Copyright Agreement will be entered into between the Author and the Research Foundation.
 - (i) If requested by the Author and a registration is determined necessary by the IPED, University shall be responsible for copyright registration of Work owned by the University of Rhode Island Board of Trustees or Its Designee, and for administering contracts with its Author, including the responsibilities associated with maintaining records for copyright registration, royalty collection, and distribution, marketing, and such other actions as are appropriate. The University and Author shall cooperate in the pursuit of copyright protection.
 - (ii) In all other cases, Author will assume the responsibilities associated with maintaining records for copyright registration, royalty collection, marketing, and such other actions as are appropriate.

V) Trademark Intellectual Property

- a) The Research Foundation or University of Rhode Island Board of Trustees or Its Designee shall be listed as the owner of any Trademark or Service Mark for which an application for registration is filed, unless an agreement is to the contrary. Trademarks and Service Marks shall be filed, prosecuted, registered, and maintained by the University at the University's expense.
- b) The Research Foundation's or the University's preference will be to secure federal Trademark and Service Mark registrations, but the University reserves the right to secure one or more state registrations.
- c) The Research Foundation or University of Rhode Island Board of Trustees or Its Designee may license to a third party rights in one or more Trademarks or Service Marks owned by or University of Rhode Island Board of Trustees or Its Designee. Any such license must at minimum reserve to the Research Foundation or University the express right to monitor and supervise the use of the Mark by licensee.
- d) Trademarks developed by faculty, students, staff, or others of the University shall, where practicable, be treated in the same manner as other forms of IP. In order to be recognized as a Creator of a Trademark,

one or more faculty members, students, staff, or others must submit a written statement of creation to the IPED Office, preferably before the mark is first used by the University but no later than six (6) months after an application to register the Mark is filed by University. A statement of creation must set forth the identity and contact information of each Creator, a detailed description of the Mark, the circumstances of the creation, and the goods and/or services of University to which the Mark applies or could apply. A separate statement must be submitted for each Mark.

- e) Revenue generated through commercialization of goods or services, including technology, under one or more Trademarks owned by the University of Rhode Island Board of Trustees or Its Designee that is attributable solely to such Trademark(s), such as Trademark licensing fees and royalties, shall be deemed Cumulative Net Royalties and distributed under IV(e) of this policy, Copyright Intellectual Property.
- f) In no instance, and regardless of ownership, may the University's Trademarks, its identity, or any of its Marks whatsoever be used, expressly or impliedly, in connection with the endorsement of any Trademark IP without the express permission of the University of Rhode Island Board of Trustees or its Designee. For purposes of this sub-section, "identity" shall include full or partial names or identifiers, physical addresses, Internet or web addresses, Trademarks, service marks, logos, emblems or seals. Assignments, license agreements, and other transfers of rights or ownership in any Trademark IP to third parties shall include this limitation.

Exceptions

The Trademarks, Service Marks, symbols, designs, slogans, seals, insignia, taglines, uniforms, mascots, and logotypes used to identify the goodwill and/or services of the University of Rhode Island, its campuses, or organizational units, often known or referred to as "University-referencing and identifying trademarks," are not subject to the provisions of this Intellectual Property Policy. These Marks include, but are not limited to: URI®, University of Rhode Island®, University of Rhode Island – Hope 1892®, Rhody®, Think Big, We Do® (with earth). The management, protection, licensing, and use of these Marks are governed by the University of Rhode Island policy on Trademarks and Licensing.

Policy Review and Revisions

(Versions earlier than the first policy number may be paper only)

Policy #	Effective Date	Reason for Change	Changes to Policy
No policy #. Title: "University of Rhode Island Intellectual Property Policy"	April 8, 2013	n/a	n/a
01.007.01	November 4, 2021	Updates to reflect Board of Trustees control	Removal of procedures; language clarification; updates to reflect Board of Trustees control and additional regulatory clarification.