

Intellectual Property Policy

Section I: Intellectual Property Policy: Scope, Administration and General Policy

1. Purpose and Scope of the Intellectual Property Policy.

1.1 Policy Purpose Overview.

AdventHealth University ("AHU" or "University"), a Seventh-day Adventist institution, specializes in the education of professionals in healthcare. Service-oriented and guided by the values of nurture, excellence, spirituality, and stewardship, the University seeks to develop leaders who will practice healthcare as a ministry. This philosophy is based on the idea that true wellness is not achieved through medical care alone, but through healing relationships that speak to peoples' minds, bodies, and souls. This mission and philosophy underpins each course of study in our associate, bachelors, masters, and doctoral programs and this Intellectual Property Policy ("Policy"). This Policy clarifies the rights and responsibilities of AHU and AHU Community Members with respect to the creation, use, disclosure, and commercialization of Intellectual Property to advance the University's mission and benefit the public.

1.2 Scope of Policy.

The Policy is divided into two sections. Section I addresses the general scope, workings, and administration of the Policy. Section II addresses specific issues related to Copyrights and works of authorship.

1.3 Policy Revisions and Other Policies.

AHU may update and revise this Policy from time to time without requirement of notice to any AHU Community Members or third parties. AHU will publish the Policy in the appropriate handbooks or on the AHU website. This Policy is intended to work in connection with other policies and procedures of AHU, including without limit, the Student Copyright Policy, the Academic Integrity Policy, and the Copyright Policy. Terms with initial capitals have the meaning ascribed in this Policy.

2. Definitions.

2.1 "**Academic Works**" means "any works of authorship created by AHU Community Members of an academic nature or for scholarly publication, such as CourseWork, academic articles, peer reviews, research reports, and other writings of an academic or scholarly nature. Academic Works shall exclude AHU commissioned works, contributions to Institutional Works, and works created by AHU employees for use in AHU Courses and curriculum."

2.2 "**AHU Intellectual Property**" or "University Intellectual Property" means "any and all Intellectual Property that fits within the classes and categories defined in Section I.8.1."

2.3 "**AHU Inventions**" or "**University Inventions**" means "any and all inventions created, made, developed, discovered, or reduced to practice by AHU Community Members qualifying as Creators, excluding Creator Pre-Existing IP, or inventions otherwise owned, controlled, licensed, or acquired by AHU for use by or within the AHU Community or for license, distribution, sale to, or use by third parties."

2.4 "**AHU Community**" or "**AHU Community Members**" means "all members of the AHU

community, including, without limit, employees, staff, Faculty, students, and volunteers."

2.5 "**AHU Resources**" means "any AHU equipment, facilities, computers, networks, devices, materials, or funds, and projects funded, sponsored, or undertaken under the auspices of AHU."

2.6 "**AHU Software**" means "all software and tools, including all source code, object code, modules, tools, data and other files, and all documentation associated with the software, created for AHU by AHU Creators for the operation of AHU or for the provision or delivery of any AHU Courses or Course Content."

2.7 "**AHU Works**" or "**University Works**" means "all copyrighted works that are: (i) owned, acquired, or controlled by AHU; (ii) created for AHU by AHU Community Members that are commissioned by AHU and identified to be owned by AHU by agreement or by Section 1.8.1, (iii); licensed by AHU for use in the AHU Community; or (iv) comprised of AHU Course Content."

2.8 "**Biological Samples**" means "material derived from a living, or once-living, organism."

2.9 "**Collaborative IP**" means "all Intellectual Property that results from any collaboration or joint development agreement between or among AHU, AHU Community Members, and/or any individuals, entities, or associations that are not part of the AHU Community, including, without limitation, joint research projects, joint development agreements, alliances, and joint ventures."

2.10 "**Community Member Intellectual Property**" means "all Intellectual Property owned or controlled by an AHU Community Member, including all Pre-existing IP, and Intellectual Property in which an AHU Community Member is a Creator but which does not qualify as AHU Intellectual Property."

2.11 "**Copyrights**" means "original works of authorship that have been fixed in a tangible medium and qualify as copyrightable subject matter and for copyright protection, including, without limit, all literary works, photographs, architectural works, software, works of visual art, motion pictures and other audiovisual works, musical works, dramatic works, sound recordings, Online Course Content, Course Content, and Academic Works; and all copyright registrations thereof."

2.12 "**Course**" means "any course offered by AHU, including in person courses, Online Courses, and any other courses delivered by any method now known or later developed."

2.13 "**Course Content**" means "any content that is embodied in or presented, performed, or displayed in any AHU Course, and shall include all aspects of the curriculum as it relates any particular course, including the course outline, syllabus, lectures, audio and video recordings of lectures or class sessions, materials presented in a classroom session, materials posted online or otherwise provided for use by students, messaging and chat, textbooks, problem sets, outlines and summaries, class notes, and all websites and related social media for such AHU Course."

2.14 "**CourseWorks**" means "any notes, papers, outlines, projects, tests, homework sets, or other work product created by a student as part of an AHU Course in which the student is enrolled at the University."

2.15 "**Creators**" means "any persons or entities who author, create, make, develop, discover, or reduce to practice any Intellectual Property that is created for, or on behalf of AHU, arises from or relates to any AHU Institutional Activities; comprises any Course Content, Online Course Content, or AHU Course; or uses Substantial AHU Resources"

2.16 "**Educational Technologies**" means "any software or technology used to deliver Courses and Course Content, including Online Courses, Online Course Content, and other courses, and to otherwise provide any educational Institutional Activities."

2.17 "**Intellectual Property**" means "all (i) Copyrights; (ii) Trademarks; (iii) Patents; (iv) domain names, URLs, and websites, and all data, content, "look and feel", and operating and underlying code or software of all websites; (v) Trade Secrets and Know-How; (vi) Biological Samples; (vii) data; (viii) worldwide statutory protection obtained or obtainable on all of the foregoing; (ix) rights to enforce, enjoin, or litigate any claims, judgments, causes of action, or other legal and equitable rights and remedies arising out of or related to any infringement, misappropriation, or violation of any of the foregoing; and (x) right, title, and interest to claim royalties, residuals, damages, and other remuneration for use of any of the foregoing."

2.18 "**Institutional Activities**" means "any activities undertaken by or on behalf of AHU, or relating to AHU's mission or business, including, without limit, all creation, licensing, and commercialization of any AHU Intellectual Property, products, devices, equipment, processes, journals, websites, and social media; AHU Courses and AHU Course Content; and all clinical and research projects, events, symposiums, colloquiums, seminars, and conferences."

2.19 "**Institutional Works**" means any works created as a part of or in association with Institutional Activities, including, without limit, any software with commercial applications or intended for use in commerce or operation of AHU or any AHU projects, clinical or research studies or reports produced pursuant to grants or contracts or with Substantial AHU Resources, and AHU projects that are authored, created, or provided for commercial or research reporting purposes, but excluding Academic Works produced and published for scholarly, non-commercial purposes."

2.20 "**Online Course**" means any AHU Course offered online or through any computer, phone or other communications network, device, platform, or other method for distance learning or time shifting of a Course or portions thereof, whether now known or later developed.

2.21 "**Online Course Content**" means "any and all content that is embodied in, incorporated into, posted in association with, presented, performed, or displayed in any AHU Online Course and all websites and social media related to an AHU Online Course."

2.22 "**Patents**" means "invention disclosures, inventions, patent applications, patents, including all methods, business methods, processes, machines, manufactures, systems and compositions of matter, designs, and any other inventions that may be the subject matter of patent protection, all worldwide statutory or other legal protection obtained or obtainable therein, and all other published and granted patents, pending applications, provisional applications, reissues, divisional applications, renewals, extensions, continuations and continuations-in-part, design patents, and industrial design registrations, including such patents and rights identified under the U.S. Patent Act (35 U.S.C. §101 et seq.)."

2.23 "**Pre-Existing IP**" means "Intellectual Property created by an AHU Community Member prior to the beginning of employment or association with AHU and Intellectual Property that can be documented with written evidence as having been created prior to employment, association with AHU, or any work on AHU Institutional Activities, and which does not otherwise qualify as AHU Intellectual Property."

2.24 "**Substantial AHU Resources**" means "AHU Resources that are not ordinarily available to most AHU Community Members, such as laboratory equipment, specialized software, or special funding. Substantial AHU Resources shall not include personal office space, personal office equipment, office computer workstations, standard productivity software, or computer networks."

2.25 "**Trademarks**" means "trademarks, service marks, brand names, trade dress, trade names, designs, and any other word, symbol, device, product configuration, slogan, or any combination thereof used to distinguish or identify goods or services that may be the subject matter of trademark protection, including all worldwide applications and registrations therefore, and associated goodwill, including such rights identified under the Lanham Act and state trademark statutes."

2.26 "**Trade Secrets and Know-How**" means "proprietary information trade secrets, proprietary information, data, and knowledge and experience of a technical, commercial, or administrative nature, including all know-how, information processes, operating, maintenance and, other manuals, data and databases, computer programs and related documentation, design specifications, flowcharts, operational and other plans, schematics and drawings, customer data and lists, advertising, marketing, product concepts and campaigns, and other valuable or proprietary information or data."

3. Overall Scope and Principles of Intellectual Property Policy.

As a starting point, this Policy embodies AHU's commitment to respect the Intellectual Property rights of all Intellectual Property owners. AHU expects AHU Community Members to do likewise. AHU will not knowingly infringe the valid Intellectual Property rights of others. AHU will seek permissions and licenses for valid Intellectual Property owned or controlled by others whenever educational, business, and legal considerations support the need for such licenses.

This Policy embodies AHU's commitment to comply with relevant Intellectual Property laws, educate the AHU Community, and provide a framework for addressing complex Intellectual Property questions and issues. The Policy provides guidelines and tools regarding Intellectual Property and governs AHU's and AHU Community Members' creation, use, disclosure, licensing, and distribution of Intellectual Property and materials and objects embodying and protected by different types of Intellectual Property rights. This Policy addresses various types of Intellectual Property that are authored, made, and created by AHU Community Members involved in education, research, teaching, scholarly publishing, and other Institutional Activities.

3.1 Key Principles for IP Policy

This Policy is informed by several key principles.

3.1.1 Except as specified for limited types of Intellectual Property that are identified in this Policy to be owned by Creators, such as Academic Works and Creator Pre-Existing IP, Intellectual Property authored, made, created, developed, discovered, or reduced to practice by an AHU Community Member in his or her role as an AHU employee in the scope of employment, while engaged in Institutional Activities, or while using Substantial AHU Resources shall be owned by AHU either as a work made for hire or by assignment by the Creator.

3.1.2 An AHU Community Member shall not sell, license, or otherwise commit or dispose of in a personal capacity Intellectual Property he or she may author, make, create, develop, discover, or reduce to practice in his or her capacity as an employee, in connection with Institutional Activities, or using Substantial AHU Resources, unless and until such Intellectual Property is approved by the AHU Intellectual Property Committee to

be owned by the AHU Community Member in accordance with this Policy.

3.1.3 An AHU Community Member shall not sign and enter into any confidentiality agreement, license agreement, research agreement, or any other agreement that may restrict, commit, impair, or affect AHU Intellectual Property or otherwise bind AHU with respect to AHU Intellectual Property without authorization from the University president.

4. Types of Intellectual Property

This Policy addresses the ownership and use of the following types of Intellectual property with emphasis on Copyrights and Patents.

4.1 Inventions and Patents. Inventions can include useful articles of manufacture, devices, machines, systems, compositions of matter (e.g., novel biological material or a pharmaceutical), processes (e.g., surgical processes), designs, and software. An invention, as defined in patent law, must be able to be described in sufficient detail that it could be made or practiced by a person having skill in that area of technology, but need not have been actually constructed.

A patent is a property right granted by the U.S. government through the United States Patent and Trademark Office ("USPTO") to the inventor or the first inventor to file a patent application after the inventor meets all of the requirements of patentability under the U.S. patent law. Patent protection is obtained internationally by filing patent applications directly in other countries or by using regional or treaty-based filing conventions around the world. An invention must be "useful," "new," and "non-obvious" in order to obtain utility patent protection under U.S. law. A patent enables the patent owner to prevent others from practicing the patented invention and thus may have significant commercial value. Activities and publications of the inventor or others (such as prior art, or sale or disclosure by the inventor prior to filing a patent application or for a period of time beyond any grace period under the law) may prevent an invention from obtaining patent protection.

Utility patents have a limited, non-renewable term, typically 20 years from the date of filing a patent application. Design patents, which cover the ornamental aspects of an article, and plant patents, which cover asexually reproduced plants, have a term of 14 years. Thus, zealous and timely efforts towards identification, protection, and appropriate commercialization of Patents benefit all participants in the process.

4.2 Trademarks. A Trademark serves to identify to consumers and the public a source of origin of particular goods and services, and to distinguish the goods and services from those of other providers. In the United States, trademark rights are gained through use (called "common law trademark rights") and/or by registration at the state and/or federal level in the USPTO. A trademark that is registered with the USPTO is identified by the symbol "®"; an unregistered trademark can be identified by the symbol "™"; and an unregistered service mark can be identified by the symbol "SM". Trademark protection is also available by filing trademark applications in other countries or through treaty-based filing conventions such as the Madrid Protocol around the world.

This Policy does not supersede or address any existing AHU Trademark or brand usage policies. Use of AHU Trademarks are also governed by the AHU *Visual Style Guide*.

4.3 Copyrights. Copyright protection provides a set of exclusive rights granted to the author or creator of an original work of authorship, including the right to copy, distribute, publicly perform, publicly display, and make derivative adaptations of the work. Copyright does not protect ideas, only the expression of ideas. In most jurisdictions copyright arises upon fixation and does not need to be registered. Works should be labeled as copyrighted with the use of the "©" symbol, followed by the owner and year of publication, plus the words "All rights reserved."

Examples of works susceptible of copyright include books, research papers, software, instructional videos, Course Content, Online Course Content, and other content used on the Internet.

In general, the person who actually creates a work is the legally recognized author of that work. But U.S. copyright law holds that if a work is "made for hire," the employer, and not the employee, is considered the legal author. Works created by an employee in the scope of his or her employment are considered works made for hire. Other works can also qualify as a works made for hire if a written agreement defining the works as such is entered into prior to the conception of the works.

For the creation of works subject to copyright by third parties, AHU will have as its general policy to have written agreements identifying qualifying works as a "work made for hire" to be owned by AHU or containing written assignment of copyright rights to AHU, unless the copyright in certain works are identified and approved by AHU to be owned by the third party.

A fuller discussion of Copyrights and AHU's policies related to Copyrights and the use and commercialization of Copyrights owned or controlled by AHU, both AHU Copyrights and those of third parties, is provided in Section II of this Policy and the AHU *Student Copyright Policy*.

4.4 Trade Secrets and Know-How. A trade secret is a formula, practice, process, design, instrument, pattern, or compilation of information that is not generally known or reasonably ascertainable by which a business can obtain an economic advantage over competitors or customers. Generally, a trade secret is information that is not generally known to the public, confers some sort of economic benefit on its holder, and is the subject of reasonable efforts to maintain its secrecy. State law governs trade secrets. In Florida, trade secrets are governed under Title XXXIX, Chapter 688, of the Florida Statutes.

Know-how is closely held information in the form of unpatented inventions, formulae, data, designs, drawings, procedures, and methods, together with accumulated skills and experience. Know-how can confer a competitive advantage to its owner. The inherent proprietary value of know-how lies embedded in the legal protection afforded to trade secrets in general law.

Policies, practices, and procedures to maintain AHU Trade Secrets and Know-How in reasonable secrecy are contained in the AHU *Confidentiality Policy*.

4.5 Software. Software is a collection of computer code and related data that provides instructions to a computer. Program software performs the function of the program it implements. Examples of computer software include application software (end-user applications of computers such as word processors or video games); programming languages that define the syntax and semantics of computer programs; system software such as operating systems, which govern computing resources; firmware, low-level software often stored on electrically programmable memory devices; device drivers, which control computer hardware such as disk drives, printers, optical drives, or computer monitors; and programming tools that help conduct computing tasks in any category listed above.

The source code of software is protected by copyright. The functional aspects of software can also be protected by patents.

This Policy addresses broadly AHU's development and subsequent use or licensing of software (and related hardware) developed by or on behalf of AHU, including source and object code and other related documentation and materials. This Policy does not address certain use aspects related to software and hardware such as a network access or licensing of software from third parties, which are addressed in the *AHU Student Computer Use Policy* and the *AHU Staff/Faculty Computer Use Policy*.

4.6 Data. Data include research results in a tangible form. Data can also include proprietary AHU information such as course records, patient files, pharmaceutical records, and financial records. AHU recognizes the value of data created in activities that would qualify as Institutional Activities and result in AHU Intellectual Property, and such data will be included in this Policy. This Policy is in addition to and meant to complement AHU patient data policies. **Biological Samples.** A biological sample is material that has been derived from a living, or once-living, organism. Examples include tissue samples, cell cultures, and biological molecules. Such biological samples may be regulated by AHU research policies.

Patients and human subjects may have ownership interests in their tissue and other bodily samples. Issues pertaining to ownership of human samples are beyond the scope of this Policy, which neither transfers nor seeks to transfer ownership of these samples. These issues are addressed in a separate policy.

5. Administration of the Policy

5.1 Responsibilities of the AHU Intellectual Property Committee. AHU shall establish an Intellectual Property Committee appointed by the President. The Intellectual Property Committee shall have the primary responsibility for the administration of this Policy. The Intellectual Property Committee shall address questions relating to the creation, use, ownership, and licensing of Intellectual Property in consultation with AHU legal counsel. The Intellectual Property Committee shall also initially address internal disputes arising under this Policy, including disputes regarding ownership or use of Intellectual Property and the distribution of licensing income for AHU Intellectual Property.

5.2 Obligations to Third Parties under Grants and Contracts. Certain Intellectual Property used or created at AHU is subject to or related to the terms and conditions of grants, contracts, and

other agreements entered into by AHU and third parties, including, but not limited to, the U.S. government and other research sponsors. This Intellectual Property may be governed by sponsored research agreements, material transfer agreements, license agreements, federal grants, and contracts.

The Intellectual Property rights of AHU and AHU Community Members under this Policy shall be subject to any applicable conditions and any rights granted to third parties pursuant to grants and/or agreements undertaken by AHU. AHU shall retain the right to perform its obligation with respect to Intellectual Property under all such agreements.

6. Persons Covered by This Policy

This Policy is intended to apply to all AHU Community Members, including AHU employees and those non-employees who are involved in AHU Institutional Activities; who perform work under the direction, funding, or auspices of AHU, through a contract or agreement with AHU, or in concert with AHU employees; or who create or use AHU Intellectual Property, AHU Resources, or those of AHU industry partners.

6.1 AHU Employees. This Policy covers all persons who are employed by AHU, including, but not limited to, the following employee categories:

6.1.1. Faculty. "Faculty" means "AHU full-time faculty, adjunct faculty, full-time clinical faculty, and clinical supervisors."

6.1.2. Technical, Educational, and Research Staff. "Technical, Educational, and Research Staff" means "scientists, research nurses, graduate students or other students working under research contracts or employment agreements for AHU or on AHU research projects or as teaching assistants or lab assistants, technicians, engineers, information technology staff, and lab technicians and equipment operators."

6.1.3. Administrative Staff. "Administrative Staff" means "AHU personnel employed in the fields of administration, management, finance, human resources, assistants, and clerical work."

6.2 Non-employees. This Policy covers all non-employees or entities who are involved in the AHU Community in activities that create or use AHU Intellectual Property, qualify them as Creators, or involve them in Institutional Activities that involve AHU Intellectual property, including, without limit, conducting work or research on behalf, at the direction, or under the auspices of AHU; taking AHU Courses; and using AHU Resources or AHU Intellectual Property. These covered non-employees include the following categories;

6.2.1. Students enrolled as AHU students or taking any AHU Courses whether for credit or audit;

6.2.2. AHU contractors, agents, and consultants;

6.2.3. Industry representatives (e.g., pharmaceutical representatives); and

6.2.4. Individuals providing volunteer services for, on behalf of, or on the premises and facilities of AHU.

7. Responsibility of AHU Community Members for Compliance with the Policy

All AHU Community Members shall be responsible for reading, understanding, and complying with this Policy. All AHU Community Members, by continued employment or involvement in AHU Institutional Activities, agree to be bound by this Policy. AHU Community Members who are responsible for or supervisors of projects in which AHU Intellectual Property are likely to be created shall address with all participants in advance how this Policy affects rights relating to the AHU Intellectual Property. AHU provides Faculty and staff with the *Academic Catalog* and access to resources that assist in assessing appropriate use of Intellectual Property. Students should consult the *Student Copyright Policy* and applicable sections of the *Student Handbook*. Faculty should also consult the *Faculty Handbook*. Faculty and students should consult the *Academic Integrity Policy* and citizenship issues.

AHU Community Members shall take all reasonable and necessary steps and actions requested or required by AHU to give effect to all intentions, requirements, and obligations of this Policy. Such actions may include, without limitation, execution of an employee intellectual property agreement or other documents as requested and other actions that impact or effectuate ownership and rights in AHU Intellectual Property.

AHU Community Members shall be held accountable and may be subject to appropriate discipline in accordance with AHU policies and procedures for disregarding or failing to follow this Policy. A failure by an AHU Community Member to take reasonable and necessary steps or actions as required shall not affect the applicability of this Policy.

8. AHU Intellectual Property - Rights of the University.

AHU shall acquire ownership of Intellectual Property in various ways, including authoring, creation, invention, or reduction to practice by Creators, Intellectual Property resulting from Institutional Activities and projects, and Intellectual Property rights acquired by acquisition, donation, or exclusive license. Generally, unless specifically excluded or otherwise addressed in this Policy, all Intellectual Property that meets the definition of "AHU Intellectual Property" shall be considered AHU Intellectual Property to be owned or controlled by AHU. The following defines the classes and categories of AHU Intellectual Property.

8.1 AHU Owned Intellectual Property. Subject to any exclusions noted in this Policy and excluding Pre-existing IP, AHU shall own Intellectual Property that meets any of the following criteria:

- 8.1.1. All Intellectual Property created, authored, made, developed, invented, or reduced to practice by AHU Community Members, whether solely or jointly with others, that is within the scope of the Creator's employment at AHU, including for copyrighted works, works authored by an AHU employee in the scope of his or her employment or any other works that qualify as works made for hire under the Copyright Act;
- 8.1.2. All Intellectual Property created, authored, made, developed, invented, or reduced to practice by AHU Community Members, whether solely or jointly with others, on AHU employee time or with use of Substantial AHU Resources;
- 8.1.3. All Intellectual Property created, authored, made, developed, invented, or reduced to practice by AHU Community Members during any AHU sponsored or funded

projects;

8.1.4. All Intellectual Property created, authored, made, developed, invented, or reduced to practice by AHU Community Members, whether solely or jointly with others, that is created under or otherwise subject to any grant, contract, or other arrangement between AHU and a third party, such as the federal government, a foundation, or a corporate research sponsor, where the terms of the agreement provide for AHU ownership of the Intellectual Property, whether by assignment or as a work made for hire for qualifying copyrighted works;

8.1.5. All Intellectual Property commissioned for creation by AHU or for use at AHU in AHU Courses or Institutional Activities, including but not limited to Course Content or Online Course Content; and

8.1.6. All Intellectual Property owned by AHU that is acquired by acquisition, bequeath, or donation.

8.2 Specific Copyrighted Works. Discussion of particular copyrighted works or works of authorship, including Course Content, Academic Works, and AHU Software, may be found in Section II of this Policy.

8.3 AHU Enforcement of AHU Intellectual Property Rights. AHU will control the rights to assert and enforce its AHU Intellectual Property against third parties, including conducting litigation or licensing activities. AHU Community Members shall cooperate with AHU in such enforcement, including such activities under Section I.7.

8.4 Attribution for and Acknowledgment of Creator. Where the University owns the Intellectual Property in a work, it may, in its sole discretion, acknowledge Creators (including Creators of works made for hire) who have made a substantial creative contribution to the work. AHU will name and identify inventors of Patents in accordance with the requirements of the U.S. or other jurisdictions' patent laws and requirements.

9. Intellectual Property Rights of the AHU Community Members and Creators.

Recognizing that creators of certain Intellectual Property, such as works of authorships and inventions, have certain rights recognized under U.S. law, AHU is providing the following clarification of AHU Community Members' rights in and to Intellectual Property in view of their role in the AHU Community, as employees or non-employees, and participating in AHU Institutional Activities.

9.1 AHU Community Member Pre-Existing IP.

9.1.1. Pre-Existing IP. AHU Community Members, including Faculty, may possess Pre-Existing IP. AHU Community Members shall retain ownership of all of their Pre-existing IP.

9.1.2. License to Pre-Existing IP Used in AHU Courses or Institutional Activities. AHU Community Members are encouraged not to use Pre-Existing IP in Institutional Activities, unless the use is addressed in a written license agreement with AHU. Faculty should be aware of specific requirements for using Pre-Existing IP in AHU Courses and Online Courses, and of the resulting licenses granted to AHU. Except as otherwise agreed in a written agreement, use of any Pre-Existing IP in an Institutional Activity or AHU Course shall result in the grant of a perpetual, non-exclusive license to AHU and AHU Community

Members to use, adapt, reproduce, distribute, make derivative works and recordings of, and otherwise exploit the Pre-Existing IP in Institutional Activities. For sake of clarity, the licensee will provide AHU and AHU Community Members and their agents the rights needed to use the Pre-Existing IP in these activities, including, without limit, the rights to make, distribute, perform, display, broadcast, and transmit reproductions, audio, video, audiovisual and digital recordings, scripts and transcriptions, and derivative works of such Pre-Existing IP in all formats now known or later developed.

9.2 Employee Created Intellectual Property. Absent any agreement to the contrary in an employment or other contract, and except for items otherwise characterized in this Policy, or for students in the *Student Copyright Policy*, Intellectual Property created by AHU-employee Creators that qualifies as AHU Intellectual Property under this Policy shall be owned by AHU.

9.3 Academic Works. In an effort to recognize and incent the publication of Academic Works and to recognize traditions of academic freedom, Academic Works of Faculty and students, and other AHU Community Members approved by the AHU Intellectual Property Committee, shall be owned by the author and registered in the author's name. In such circumstances, the AHU Community Member hereby agrees to and does grant to AHU a royalty-free, perpetual, non-exclusive, irrevocable, worldwide, sublicensable license to use, adapt, publish, reproduce, distribute, and make derivative works and recordings of such Academic Works, or portions thereof, in AHU Institutional Activities, in all media and formats now known or later developed, but such license shall be subject to any publishing agreement provided by the AHU Community Member to the AHU Intellectual Property Committee. To assist the University in exercising its license, the AHU Community Member will provide, at no charge, an electronic copy of the final version of any Academic Work he or she authors to the AHU library in an appropriate format specified by the library director. In order to ensure the preservation of Intellectual Property rights in AHU Inventions that may be disclosed in the Academic Works, disclosure must be made to the AHU Intellectual Property Committee in accordance with Section I.14 of this Policy prior to publication or dissemination of such Academic Works in any form.

9.4 Students. As a condition of participation in any AHU research project, event, or other Institutional Activity, or development of any product, device, or method in an AHU research project or using Substantial AHU Resources, (outside of participation in an AHU Course in which the student is enrolled and the authoring of Academic Works), all Intellectual Property that students create during such participation, development, or use that would qualify as AHU intellectual Property shall be owned by AHU as AHU Intellectual property. To the extent a work qualifies as a work made for hire, such work shall be owned by AHU as a work made for hire, and otherwise by assignment from the students to AHU. Further, students shall execute Intellectual Property and confidentiality agreement as required by AHU as a condition of participation in any AHU research projects or for any AHU employment. Students shall undertake these and similar acts as noted in Section I.7. With respect to CourseWork, students will retain the Intellectual Property of such subject to any Intellectual Property which qualifies as AHU Intellectual Property under this Policy and to the AHU licenses to Academic Works under Section I.9.3. Students understand that the University may require use of a service such as *Turnitin* to check for plagiarism, and students authorize AHU to use their Intellectual Property for such purposes to the extent not governed by the *Academic Integrity Policy*.

9.5 Administrative Staff. While the role of Administrative Staff may not be centrally focused

on the creation of Intellectual Property, Administrative Staff do use, and at times, create Intellectual Property. Absent a contract or employment agreement to the contrary, Intellectual Property created by Administrative Staff that qualifies as AHU Intellectual Property under this Policy shall be owned by AHU. Administrative Staff shall be governed by and adhere to this Policy with respect to the creation, ownership, and use of Intellectual Property.

9.6 Rights of Technical, Educational, and Research Staff. In their research capacities, Technical, Educational, and Research Staff regularly use and create Intellectual Property as part of their role as AHU employees. Absent any agreement to the contrary in an employment agreement or other Third Party contract, all Intellectual Property created by these employees in the course of their AHU research that qualifies as AHU Intellectual Property under this Policy shall be considered AHU Intellectual Property. All other Intellectual Property created or used by Technical, Educational, and Research Staff shall be governed as other employees by this Policy.

9.7 Non-employees. Prior to creating any AHU Intellectual Property, non-employees shall enter into a written intellectual property agreement with AHU. Any Intellectual Property created, authored, developed, or reduced to practice by non-employees of the University shall be considered AHU Intellectual Property if it meets the criteria of Section 1.8.1 or otherwise is identified as such in an agreement with AHU. The general policy and practice should be that such agreement is consistent with this Policy, unless AHU leadership or the AHU Intellectual Property Committee approves deviations for a particular case in line with and to further AHU's mission and to benefit the public.

9.8 Open Source Software. Open source software is made available to the public under license agreements such as the GPL that govern how the software can be used, modified, and distributed. Any Intellectual Property created by AHU Community Members as a contribution to or modification of open source software that qualifies as AHU Intellectual Property may be subject to the open source license. If required by the open source license, AHU Intellectual Property that is made part of the open source software shall be licensed to the public under the open source license that governed the AHU Community Members' use of the software. AHU retains ownership of the Intellectual Property subject to the open source license. Notwithstanding the open source license, AHU employees may freely contribute to and modify any existing open source software with the permission of their supervisor.

9.9 AHU Community Member Created Non-AHU Intellectual Property.

9.9.1. AHU Employee Non-AHU Intellectual Property. In the event that an AHU employee develops Intellectual Property in a manner that would qualify the AHU employee as a Creator under this Policy or otherwise during or in the course of employment with AHU and the AHU employee believes that it does not qualify as AHU Intellectual Property but instead is owned by the AHU employee, the AHU employee shall bring and disclose such Intellectual Property to the AHU Intellectual Property Committee for an ownership determination. The AHU Intellectual Property Committee shall evaluate the circumstances of creation and the nature of the Intellectual Property to make an ownership determination - whether the Intellectual Property in question qualifies as AHU Intellectual Property to be owned by AHU or Intellectual Property that is owned by the employee as Non-AHU Intellectual Property. Prior to any use, commercialization, offer for sale, sale or transfer of rights, or disclosure to the public, the AHU employee must adhere to the disclosure requirements set forth in this Section and Section 14.

9.9.2. AHU Community Member Non-AHU Intellectual Property. In the event that an AHU Community Member who is not an AHU employee develops Intellectual Property in a manner that would qualify him or her as a Creator under this Policy, or such Intellectual Property otherwise arises from or relates to the AHU Community Member's role in AHU Courses or Institutional Activities, and the AHU non-employee Community Member believes that it does not qualify as AHU Intellectual Property but instead is owned by the AHU Community Member, the AHU Community Member Creator shall bring and disclose such Intellectual Property to the AHU Intellectual Property Committee for an ownership determination. The AHU Intellectual Property Committee shall evaluate the circumstances of creation and the nature of the Intellectual Property to make an ownership determination - whether the Intellectual Property in question qualifies as AHU Intellectual Property to be owned by AHU or Intellectual Property that is owned by the AHU Community Member as Non-AHU Intellectual Property. Prior to any use, commercialization, offer for sale, sale or transfer of rights, or disclosure to the public, the AHU Community Member must adhere to the disclosure requirements set forth in this Section and Section 14.

9.9.3 Commercial Distribution of Non-AHU Intellectual Property. An AHU Community Member who is determined to own the rights in Intellectual Property he or she creates as non-AHU Intellectual Property may commercialize or otherwise distribute or publish that Intellectual Property (except for Course Content including Online Course Content) without the authority or permission of the University, so long as the University's name is not used in connection with works so made available, other than to identify the Creator as an officer of instruction or employee at the University, and so long as the disclosure and other AHU commercialization approval requirements on this Policy are met.

10. Limitations on Use of AHU Intellectual Property by AHU Community Members

10.1 Agreements Related to AHU Intellectual Property. The University president has the sole authority to sell, license, assign, or otherwise transfer, bind, or impair AHU Intellectual property. AHU Community Members shall not enter into agreements relating to any AHU Intellectual Property without the president's authorization.

10.2 Consulting Agreements. Individual consulting agreements that may use, adapt, impair, or compete with AHU Intellectual Property should be reviewed and approved by the AHU Intellectual Property Committee prior to being entered into by AHU Community Members.

10.3 Registrations. AHU Community Members shall not seek protection or registration (including copyright, patent, or trademark registration) of any AHU Intellectual Property without approval of the AHU Intellectual Property Committee.

11. Collaborations

Parameters governing the ownership and use of Intellectual Property, including AHU Intellectual Property, third-party Intellectual Property, and other Non-AHU Intellectual Property, used or developed in Collaborations between a AHU Community Member and/or AHU and another entity should be determined in a written agreement prior to beginning the Collaboration. As used herein, "Collaborations" means "joint research projects, joint ventures, strategic alliances, partnerships,

outward- or inward-bound visiting appointments, and work with personnel 'on loan' from another institution."

12. Work Arising out of Consulting Agreements and Other Outside Activities

As set forth in the University policy on other professional employment, AHU employees may engage in outside activities with permission of the appropriate department chair or administrator. To the extent that any AHU Intellectual Property may be involved in or impacted by such outside activities, the employee shall disclose such potential use or identified AHU Intellectual Property to the AHU Intellectual Property Committee for approval and to provide the AHU Intellectual Property Committee the opportunity to make appropriate Intellectual Property filings or put the appropriate non-disclosure or other agreement in place with assistance from AHU legal counsel. The AHU employee shall disclose any Intellectual Property created during such activities as required by Section I.14 of this Policy or by any other agreement.

13. Use of the AHU University Name and Marks

Use of the AHU name, logo, or trademark can affect the reputation and academic standing of the institution. Faculty, researchers, other employees (as well as their respective departments and programs), and students may not participate in the creation or use of works or other Intellectual Property that might give the impression of AHU sponsorship where there is none. Any use of the AHU name or Trademarks that might give the impression of AHU sponsorship (other than to identify the creator as a faculty member, researcher, other employee, or student at AHU) in connection with a non-AHU Intellectual Property created by a Faculty, researcher, or other AHU employee must be approved in advance by the AHU Intellectual Property Committee.

14. Intellectual Property Process

14.1 Disclosure of AHU Intellectual Property to Intellectual Property Committee

Creators are required to disclose to AHU any AHU Inventions made, developed, discovered, invented, or reduced to practice, individually or jointly with others, for AHU Courses, in Institutional Activities, in the course of the Creators' duties as an AHU employee, or using Substantial AHU Resources.

Disclosure of an AHU Invention should be made with the use of an Invention Disclosure Form. The Creator should attach appropriate exhibits to the Form, such as copies of papers intended for publication, software flowcharts, material transfer agreements, consulting agreements, confidential disclosure agreements, and the like.

14.2 Initial Review Period. The AHU Intellectual Property Committee shall seek to review AHU Inventions within one hundred and twenty (120) days from the time of receiving all necessary and requested disclosure information. If it is determined that AHU has an interest in such AHU Invention, the Committee shall so notify the Creator, and AHU shall then have an additional two hundred and ten (210) day period to initiate steps toward protecting such AHU Invention.

An AHU Invention may be deemed insufficiently conceived, disclosed, or reduced to practice to undergo the expense and effort of pursuing patent protection, but to have promise. In such a case, AHU may request the Creator continue work on the AHU Invention and submit a revised

Invention Disclosure Form so that a decision may be re-visited. The Creator also has a right to appeal a negative decision by means of a personal appearance before the Committee.

Documents intended for publication are reviewed to ascertain whether their publication could negatively impact subsequent attempts to seek Patent protection. All disclosure, publication, and commercialization of works containing AHU Inventions will be approved and overseen by the AHU Intellectual Property Committee in line with procedures and policies developed by the Committee. AHU Community Members shall not publish research findings involving any AHU Inventions, Data, Biological Samples or other AHU project data or results without consulting with and receiving prior approval from the AHU Intellectual Property Committee and, as needed, AHU legal counsel. This disclosure is important to preserve AHU Intellectual Property rights by seeking Intellectual Property protection, as Intellectual Property rights can be lost by publication or commercial use prior to filing a patent application. Also, AHU may choose to protect certain AHU Intellectual Property as Trade Secrets and Know-How. AHU shall have the right to prohibit oral or written publication or disclosure of Trade Secrets and Know-How as provided in the AHU *Confidentiality Policy*.

14.3 Reversion to Creator. In the event that the AHU Intellectual Property Committee determines AHU will not pursue patent protection or otherwise commercialize a disclosed AHU Invention during the 330-day review period, AHU, in its discretion, may assign or revert the rights to the Creator for commercialization by the Creator.

14.4. Responsibilities of Creator during Intellectual Property Process. It is the policy of AHU that the Creator must execute assignments of rights, title, and interest to AHU Inventions, formalizing a transfer of such rights to AHU. The Creator also must make himself or herself available, during and after employment at AHU, to take all necessary and reasonable action related to pursuing Intellectual Property protection, such as signing Inventor Declarations, assisting in discovery, or testifying in proceedings before the USPTO or the courts. The Creator further must make himself or herself available as needed for consultation during prosecution of AHU Patent applications with, for example, outside legal counsel or internal technology transfer personnel.

14.5 Intellectual Property Agreement. This Policy constitutes an understanding that is binding on the University and on AHU Community Members as a condition of their participating in University research, educational, and other programs, or their use of University Resources. The University may require formal agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

14.6 Disclosure Restrictions. AHU Community Members shall take all reasonable measures to ensure the secrecy of AHU Intellectual Property in accordance with the AHU Confidentiality Policy.

15. Departure of Creator from AHU

Any AHU Community Member possessing AHU Intellectual Property or AHU confidential information, shall cease all use of, remove from all phones, computers, tablets, files, cloud storage and other devices and networks, and return to AHU, all AHU Intellectual Property and/or AHU confidential information upon termination of employment, or separation for AHU, unless specifically authorized by a written agreement provided by AHU or a specific provision of this Policy. The Creator is required, upon leaving

AHU, to return any AHU Intellectual Property or other confidential information in his or her possession, whether in tangible or electronic form.

16. Commercialization and Revenue Sharing

Intellectual Property can be commercialized through assignments or licenses of part or all of the AHU Intellectual Property to a third party, from which royalties or other payments can accrue, or through direct manufacture or marketing of the AHU Intellectual Property by or on behalf of AHU to the public.

"Gross Revenue" shall mean all royalties and other revenues received by AHU directly attributable to the license or commercialization of identifiable AHU Intellectual Property such as a Patent or Copyright.

"Net Proceeds" shall mean the revenues remaining after Expenses have been deducted from Gross Revenue.

"Expenses" shall include costs (one-time and ongoing and administrative overhead), fees, processing charges, legal fees, drawings, government filing fees, accounting fees, administrative charges levied by certain officers or departments within AHU (such as the AHU Intellectual Property Committee), reimbursements to Creator, and all other applicable expenses.

The specific costs that are deducted from any particular project shall be determined on a case-by-case basis using guidelines to be adopted on an annual basis by AHU. Certain fees may be capped and, upon reaching the cap, may no longer be deducted in calculating Net Proceeds. The specific fees that may be capped shall be determined either on a case-by-case basis or in accordance with an annual report or update to this Policy published by AHU. The remaining Net Proceeds shall be distributed as set forth herein:

Cumulative Net Proceeds	Creator	AHU (including AHU General Fund and Office of AHU IP Commercialization and Administration)
All Proceeds	35%	65%

Notwithstanding the foregoing or any other provision of this Policy to the contrary, AHU administration shall have the discretion to alter or withhold the allocations described above on a case-by-case basis. If the Creator separates from AHU, the allocations shall be reviewed by and re-determined by the Intellectual Property Committee or such other review committee to be formed at the direction of the President.

17. Transfer of Intellectual Property to Creator -- The Creator of a work that is AHU Intellectual Property under this Policy may request that the University transfer ownership of the work to the Creator. Such a request must be made to the AHU Intellectual Property Committee. The Committee will act as expeditiously as reasonably possible in considering such requests by Creators. In certain circumstances, the University may require reimbursement by the Creator for out-of-pocket expenses the University has incurred in connection with the work, including legal and marketing expenses (if any). The University may also require the Creator to grant to AHU an irrevocable royalty-free non-

exclusive license to use the work for AHU's own non-commercial purposes. Notwithstanding the foregoing, final decisions regarding transfer of AHU Intellectual Property to the Creator shall be made in the sole discretion of the University.

Section II. Copyright Specifics

1. Copyright Specific Issues

1.1 Overview of Copyright Issues of Policy

As a starting point, this Policy embodies AHU's commitment to respect the copyright rights of all copyright owners. Section I applies to Copyrights as a form of Intellectual Property. This Section II is directed at Copyright issues alone, and should be read in conjunction with the rest of the Intellectual Property Policy. This Section explains and outlines relevant statutes and AHU's practices relevant to works of authorship and copyright rights and provides guidelines and tools for the AHU Community to ensure they appropriately create and use copyrighted works of authorship and respect the rights of copyright owners. This Section II should also be read in conjunction with the *Student Copyright Policy*.

1.2 Key Principles for Copyrights and Works of Authorship

The following additional principles are provided in addition to those in Section I.3.1. Except as specified for limited works identified in this Policy, such as Academic Works, works of authorship authored or created by an AHU Community Member in his or her role as an employee at AHU or during the time when the Member is engaged in Institutional Activities at AHU or using Substantial AHU Resources shall be owned by AHU either as a work made for hire or by assignment.

2. Copyright Law Overview

To educate AHU Community Members, the following overview of certain relevant aspects of copyright law is provided.

2.1 Copyrighted Works

A writer, artist, singer, computer programmer or other author of an original work of authorship, referred to as an author in the U.S. Copyright Act, is provided with certain exclusive rights to control and to authorize how his or her work is reproduced, adapted, distributed, publicly performed, and publicly displayed. (See 17 U.S.C. § 106). Copyright protection subsists in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. (17 U.S.C. § 102(a)). Copyright protection for an original work of authorship covers expression of ideas but does not extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery. (17 U.S.C. § 102(b)).

The Copyright Act automatically grants a copyright the moment an original work of authorship is fixed in a tangible form. Additional rights, however, can be acquired through registration of a work of

authorship with the U.S. Copyright Office. Registration should be considered for any work that is to be used commercially or in the operation of AHU, such as Online Course Content, software, videos and sound recordings, and certain curriculum. Such works should be labeled as copyrighted with the use of the "©" symbol, followed by the owner and year of publication, plus the words "All rights reserved."

Copyright protection extends to a range of original works of authorship, including literary works; musical works; dramatic works; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audio visual works; sound recordings; software; and architectural works.

2.2 Copyright Term Limits and Works in the Public Domain

Copyright protection is not perpetual, but extends for a limited but lengthy term. The term of copyright protection may vary based on the date of creation of the work and the identity or status of the author, such as whether the author is an individual or a corporation. (See 17 U.S.C. §§ 302-305). For example, under U.S. law, copyright in a work of authorship created by an individual author after January 1, 1978, lasts for the life of the author plus 70 years. For works of authorship where the author is unknown or the copyright owner is a corporation, copyright lasts for the shorter of 120 years from the creation date or 95 years from the publication date.

Once a work's copyright term expires, it enters the public domain and can be freely used by anyone without permission. A determination of a work's remaining copyright term often requires an in-depth consideration of several factors. Accordingly, AHU Community Members shall seek a determination of the copyright term and expiration date of a work published after 1923 from the Intellectual Property Committee and AHU legal counsel prior to use in Institutional Activities as a public domain work unless the work is clearly labeled as in the public domain.

For more information about determining the term of any copyrighted work, please refer to the resources identified in Section II.3 below.

2.3 Limitations on Exclusive Rights

In general, the reproduction, public performance, public display, and distribution of a copyrighted work and the creation of derivative works from a copyrighted work are controlled by the Copyright Owner as exclusive rights. Use without permission or a license is considered copyright infringement except in certain circumstances. Note that in general, activities on the AHU campus, including classes, are considered public.

Under U.S. copyright law, the exclusive rights of copyright owners are subject to a range of statutory limitations, such as the right of first sale (commonly referred to as "the first sale doctrine"), special classroom exceptions, limited rights for reproduction by libraries and archives, and fair use. Uses that qualify under the requirements of any of these statutory limitations is not considered infringement under U.S. copyright law, but application of the statutory limitations often require a complex legal analysis to ensure that there is not copyright infringement. AHU Community Members should obtain copyright education to help them apply the statutory limitations to use of copyrighted works.

2.4 Copyright Statutory Limitation Sections

The Copyright Act includes certain sections (17 U.S.C. §§ 107-122) that contain limitations on copyright ownership rights for certain uses, users, and technology. Several of these statutory

limitations are pertinent to AHU and the AHU Community, and are addressed briefly in this Policy as follows:

2.4.1 Fair Use (Section 107)

United States copyright law recognizes that there are specific uses, namely, criticism, comment, news reporting, teaching, scholarship, and research, that are necessary to promoting intellectual progress. The Copyright Act recognizes the fair use doctrine that is applied as a defense to an infringement claim. The four factors that are used in determining whether a use qualifies as fair use are:

- (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- (2) the nature of the copyrighted work;
- (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- (4) the effect of the use upon the potential market for or value of the copyrighted work. (17 U.S.C. § 107)

A court determines whether a use qualifies as a fair use, applying the specific facts of the case to the statutory factors in view of prior case law. The application of these factors is not precise, and it is difficult to anticipate the outcome of a particular case. To this end, while certain activities of AHU and the AHU Community may qualify as a fair use, fair use should be relied upon by the AHU Community with caution. AHU Community Members should seek the advice of the Intellectual Property Committee if they are unsure whether they may rely on fair use for a particular use of a copyrighted work.

2.4.2 Reproduction by Libraries and Archives (Section 108)

Copyright law recognizes several limitations on the exclusive rights of a copyright holder that apply only to qualifying libraries or archives. A qualifying library or archives, or any of its employees acting within the scope of their employment, may reproduce or distribute a limited number of copies of a work for certain non-commercial uses (17 U.S.C. § 108). The right of libraries or archives to make copies of works under this section, however, is subject to several stringent conditions. For example, a library can copy an article or small portion of other types of works of authorship and give it to a library user provided that the library includes a copyright notice on the copy and has no reason to know that the user intends to use the copy for anything other than private study, scholarship, or research. Given the detailed requirements for compliance with Section 108, the AHU library shall seek the advice of the Intellectual Property Committee and AHU Legal Counsel to develop policies and procedures to ensure that any such reproduction or other use in relation to Section 108 is in accordance with U.S. copyright law.

2.4.3 The First Sale Doctrine (Section 109) and Lending by Non-Profit Libraries

Section 109 of the Copyright Act provides what is known as the "First Sale Doctrine." While Section 106 grants a copyright holder the exclusive right to distribute copies or phonorecords of the copyrighted work to the public by sale, rental, lease, lending, or other transfer of ownership, Section 109 limits that right to only the *first* sale of a copy or phonorecord. Section 109 states that once title on an individual copy of a work has been transferred, each subsequent owner has the right to sell or otherwise dispose of that copy without permission from the copyright owner. Importantly, the possessor of the copy of the work is not granted any rights under the copyright to make further copies, only the right to dispose of their own copy. The limitation in Section 109 on the exclusive right to distribute copies of a copyrighted work is essential for the ability of a library to lend copyrighted works without seeking permission from the copyright owner. Also, purchasers of a copy of a work can resell the copy (such as reselling used textbooks) without permission or a license from the copyright owner.

There are, however, important exceptions to Section 109. For example, media containing sound recordings or computer programs can be sold under the first sale doctrine but cannot be rented, leased or lent for direct or indirect commercial advantage. Section 109 does allow non-profit libraries to lend music and software if they meet certain requirements. AHU and the AHU Community shall follow the permitted practices provided under Section 109.

2.4.4 Special Classroom Exceptions (Section 110)

The Copyright Act includes recognition of a need for teachers to present copyrighted material during their face-to-face and distance instruction and lessons. Section 110 addresses this issue by granting teachers and students at nonprofit schools a right to use, perform or display copyrighted works of authorship in certain teaching situations. For a use to qualify under the exception granted by section 110, it must meet a number of requirements. These requirements are different for face-to-face teaching and distance instruction. Information about the requirements can be found in the resources listed in Section II.3.

AHU shall conduct its instruction and classes in accordance with the requirements of Section 110. The AHU Community should consult the AHU Intellectual Property Committee with questions about applying the teaching exceptions in Section 110 to their use of copyright material for educational purposes.

2.5 **Copyright Infringement**

Unless a limitation to the exclusive rights of a copyright owner (such as those in Sections 107 to 110 discussed above) or another defense applies, anyone who violates any of the exclusive rights of the copyright owner as provided by U.S. copyright law, or who imports into the United States copies of copyrighted material that are either illegal where purchased or would be illegal if made in the United States, is an infringer of the copyright for that material.

Copyright infringement can occur in several manners: direct, contributory, and vicarious. Direct infringement requires the actor to directly infringe one or more of the exclusive rights of a

copyright owner for a particular work of authorship. Contributory infringement occurs when a person or institution knew or should have known about the direct infringement and contributed to it. Vicarious infringement occurs when a person or institution knew or should have known about the direct infringement and benefited financially from it.

If an AHU Community Member has a question about the use of a copyrighted work, he or she shall consult the Intellectual Property Committee and AHU legal counsel prior to any such use.

3. Further Information of Copyright

AHU provides helpful resources for educating and assisting the AHU Community on the correct use of copyrighted materials in various situations. These materials can be found at on the University website, and certain of them are listed in the following subsections.

AHU does not endorse the validity or content of any of these resources, but provides them for the educational value of such resources. For additional help in making decisions regarding copyright, AHU Community Members should contact the AHU Intellectual Property Committee.

3.1 Guidelines for Proper Use of Copyright Materials

These guidelines are not statutory law, but simply guidelines produced by representatives of users, copyright owners, and others in the relevant industry, and as such, do not provide infallible guards against infringement.

- Agreement on Guidelines for Classroom Copying in Not-for-profit Educational Institutions with Respect to Books and Periodicals,
- CONTU Guidelines for Interlibrary Loan Photocopying,
- Fair Use Guidelines for Educational Multimedia,
- Guidelines for Off-Air Taping for Educational Purposes,

3.2 Educational Resources

In addition to guidelines, AHU provides access to various resources for students, Faculty, and staff to use in determining if a use of a work is permitted.

- University of Texas' Copyright Crash Course,
- Stanford University Libraries, Copyright and Fair Use,
- North Carolina State University's TEACH Act Toolkit,
- U.S. Copyright Office,
- Columbia University Libraries' Copyright Advisory Office,

4. Peer-to-peer File sharing

Peer-to-peer file sharing has gained popularity over the last several years as a way to obtain and share files online. Peer-to-peer networks allow people to download and upload material to and from any computer on the network. These networks make it easy for people to freely copy and distribute or download copyrighted works.

Copying and distributing copyrighted works, such as music, movies, and textbooks, without permission or a license may violate copyright law. A growing use of peer-to-peer file sharing among University students is downloading textbooks. Even though the textbooks are used for education, downloading

them simply to avoid paying for them likely does not qualify as fair use, and is copyright infringement unless a particular limitation or defense applies.

AHU's computer use policies state that the computer network on campus is not to be used for any illegal activity. This includes downloading and uploading works in violation of copyright law. Anyone who downloads or uploads copyrighted works illegally, whether through a peer-to-peer network or other means, will be subject to the penalties outlined in the University's computer use policies.

5. Permissions

In the absence of clear guidance to the contrary elsewhere in this Policy, AHU recommends that AHU Community Members seek to obtain permission from the copyright owner before using copyrighted works not owned by AHU. Permission and rights for use of copyrighted works are often readily available. The copyright owner may control licensing directly, or rights may be available from a licensing agency such as the Copyright Clearance Center (for articles), ASCAP (for music), or Swank (for movies).

Before requesting permission to use a work, AHU Community Members should check with the AHU library to find out what rights AHU already has for use of the work. The library's licenses for electronic access to a text-based work may include some reproduction and distribution rights. For audio-visual materials, the library may have public performance rights for a performance not covered by Section 110 of the Copyright Act, or the library staff may be able to obtain those rights from the distributor. For software, an AHU department such as IT may have rights through a license.

6. Guidelines for Determination of Authorship

Within the academic environment of AHU there is often some level of expectation regarding authorship or acknowledgement on the part of those contributing to a work. As a result, it is important to address questions of authorship at the earliest practical stage of a creative, collaborative project or research project. Such communication can clarify roles, spur motivation, and minimize disappointments among the participants.

Authorship should be discussed at the beginning and the end of work on a work of authorship, and whenever significant changes occur in the project or roles. It is also important to make it clear to all participants from the start that final decisions about authorship can be extended until the time of submission.

Issues relating to authorship vary with the project. The following general principles should serve as a guide for authorship inclusion across AHU.

- Authorship should be restricted to those individuals who have met each of the following criteria:
 - 1) made a significant contribution to the conception and design of the project, or the analysis and interpretation of the data, or other substantial scholarly effort; and
 - 2) participated in drafting, reviewing and/or revising the work.
- Each author should have participated sufficiently in the work to take full responsibility for his or her contributions to the content.
- Acquisition of funding, collection of data, general supervision of a research group, technical help, or writing assistance does not justify authorship. Anyone who does not meet the above

authorship criteria but who has made other substantial contributions should be acknowledged in the final product.

- Honorary or courtesy authorships are inconsistent with the principles of this Policy and, as such, are unacceptable.

7. AHU Works.

7.1 Works Made for Hire. Any works that are created in the scope of an AHU Community Member's employment or affiliation with AHU, or created by a Member of the AHU Community at the request of AHU or as part of an AHU undertaking, or that otherwise constitutes a work made for hire under the copyright laws of the United States, shall be owned by AHU as provided in Section I.8.1. By way of example, these works may include training, educational, or policy materials, Online Course Content, Course Content commissioned by AHU, articles written for the AHU news office, patient handbooks created by AHU Community, including professional, administrative or other staff, at the request of AHU or as part of an AHU undertaking, and AHU Software created by individuals who are employed by AHU as programmers within the scope of their employment. To the extent that any of the foregoing works constitutes a work made for hire under U.S. copyright law, AHU shall own the work in the first instance as the author. To the extent that any of the foregoing works does not constitute a work made for hire," but is an AHU Work, AHU shall own the work by assignment from the individual Creator. AHU Community Members agree that they will and do assign at the time of creation the copyright in any works that are to be owned by AHU under this Policy.

7.2 AHU Course and Course Content. If AHU commissions the creation, adaptation, or translation of a Course or Course Content, AHU will own all Intellectual Property in such AHU Course and Course Content created by an AHU Community Member. AHU Faculty own their course notes and other materials that they create in non-commissioned AHU Courses, subject to the grant of a perpetual, non-exclusive license to AHU and AHU Community Members to use, adapt, reproduce, distribute, make derivative works and recordings of, and otherwise exploit the materials in Institutional Activities..

7.3 AHU Online Courses and Online Course Content. AHU has developed and continues to develop certain Courses, including Online Courses. All such Online Courses and all Online Course Content shall be considered commissioned by AHU as a work made for hire to be owned by AHU, and to the extent such Online Course Content does not qualify as a work made for hire, to be assigned to AHU by the Creator. Participation in the creation of any Online Courses or Online Course Content by an AHU Community Member will be with the understanding and agreement that AHU will own the Copyright in Such Online Courses and Online Course Content.

7.4 Audio visual recordings and files. Ownership rights in videotapes, digital recordings, or other recordings of all courses, and the parts thereof, that are made by or on behalf of AHU or with Substantial AHU Resources shall rest with the University. Ownership of the recording itself and related copyright in the recording does not mean that the AHU claims ownership of the Pre-Existing IP presented in the recording.

7.5 Use of AHU Course Content: commercialization. A Faculty, notwithstanding copyright ownership, may not commercialize Course Content created or taught at the AHU without the approval of the President and conformance with this Policy.

