# UNIVERSITY OF RICHMOND INTELLECTUAL PROPERTY POLICY

**Background:** This is a collection of policies, guidelines and general information related to patents, trade secrets, copyrights, trademarks and other intellectual issues at the University of Richmond (the "University"). The University wishes to recognize and support the creative endeavors of its faculty, students and staff by providing certain resources, information and assistance consistent with this Policy.

The University also has an interest in identifying works and inventions that may be of commercial value to the University. The purpose of this Policy is to set forth the procedure for timely identification, commercial development and protection of faculty and staff created works and inventions. The Policy will also provide some individuals an opportunity to share in returns that result from works and/or inventions used in a commercial manner.

**Who is covered?** This Policy covers all University personnel, including without limitation faculty, administrators, office and technical staff, students, visitors, contractors, consultants and all others whose primary work affiliation is with the University, whether compensated by the University or not. University personnel are covered to the extent their creative work involves the use of University resources such as space, facilities, equipment, staff or funds as more fully explained below.

**What is covered?** All intellectual property produced by University personnel is covered by this policy, whether or not the subject matter is protected under patent, trademark, trade secret or copyright laws. Intellectual property includes without limitation all inventions, creative works, patentable and non-patentable subject matter, copyrightable materials, know-how, electronic and paper documents, trademarks, service marks, logos, team colors, mascots, designs, software (including source code and object code), multimedia or audiovisual materials and photographs.

The University's Board of Trustees adopted this Policy on May 10, 2002.

If you have any questions regarding whether you are covered by this Policy, or whether a particular work or invention is covered, please contact the Executive Director of Foundation, Corporate and Government Relations.

Last Updated: December 13, 2002

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#### **CHAPTER ONE- PATENTS AND TRADE SECRETS**

#### I. Background

#### A. What is a Patent?

A patent is a grant issued by the United States Government giving an inventor the right to exclude all others from making, using, selling or importing the subject matter defined in the claims of the patent throughout the United States, its territories and possessions for a period of 20 years from the date the application is filed.

Patentable subject matter is limited to new or improved processes, apparatus, products or compositions of matter. Patent protection may be obtained for the invention of mechanical, electrical, chemical and other kinds of devices, tools, processes, or even methods of operating a computer to perform a series of sequential functions. However, mathematical algorithms or mere mental steps are not patentable.

Filing a patent application requires public disclosure of the invention. For this reason, inventors sometimes elect instead to protect an invention by relying on trade secret laws.

When a patent application is filed, the U.S. Patent and Trademark Office reviews it to ascertain if the invention is new, useful and non-obvious and, if appropriate, grants a patent - usually two to five years later. Not all patents are necessarily valuable or impervious to challenge. General information concerning patents is located at

# http://www.uspto.gov/web/offices/pac/doc/general/index.html

The University's patent rights may be seriously impaired if the invention is disclosed outside the University, offered for sale, or commercially exploited before an application is filed in the U. S. Patent and Trademark Office. If such activities occur more than one year before an application is filed, all U.S. patent rights are lost. In most foreign countries, however, this one-year grace period does not exist. In many countries, foreign patent rights may be lost immediately upon the first instance of disclosure of commercial exploitation if a patent application is not already on file.

#### B. What is a Trade Secret?

Trade secrets are defined and protected under various state laws. These laws protect secret business information against unauthorized use or disclosure by one who obtained the information through improper means or through a confidential relationship. A trade secret consists of information that: (a) derives economic value from not being generally known to others, and (b) is the subject of reasonable efforts to maintain its secrecy. Information generally known to the public or easily learned by proper means is not a trade secret. Trade secrets may be used to protect forms of intellectual property which do not readily fall

under the scope of trademark, copyright or patent law protections. Trade secrets may be protected as long as the owner successfully prevents them from becoming widely known. If information becomes common knowledge, it ceases to be a trade secret. For this reason, the University's faculty and staff must take care not to disclose to others outside the University ideas which may be valuable.

Trade secrets may or may not be patentable. However, agencies sponsoring research at the University usually require reports of all inventions, whether or not they are considered patentable.

# II. Patent and Trade Secret Policy

# A. Responsibility for Disclosure.

University personnel who alone or in association with others create any patentable subject matter or any non-patentable trade secret ("University Invention") with the use of University resources are responsible for disclosing the University Invention to the University. Such disclosure shall be made when it can be reasonably concluded that a University Invention has been created, and sufficiently in advance of any publications, presentation or other public disclosure to allow time for possible action that protects rights to the University Invention for the creator and the University.

#### B. Determination of Rights.

Except as set forth below, the creator of a University Invention shall retain his/her rights, and the University shall not assert ownership rights. The University will assert ownership rights to a University Invention developed under any of the following circumstances:

- 1. Development was funded by an externally sponsored research program or by any agreement which allocates rights to the University.
- 2. Development required use of University resources (e.g., facilities, equipment, funding) or more than minimal use of University personnel. (The University has rights to a University Invention derived from research carried out with any use of the University's resources. However, a University Invention developed independently by the creator outside of normal duties associated with the creator's position and with no use of University resources is vested with the creator and/or with the organization whose resources were used.)
- 3. The creator was assigned, directed or specifically funded by the University to develop the material.
- 4. Material was developed by administrators or staff in the course of employment duties and constitutes work for hire under U.S. law.

# III. Patent and Trade Secret Procedures

#### A. Executive Director of Foundation, Corporate and Government Relations.

The Executive Director of Foundation, Corporate and Government Relations is responsible for reviewing the terms and conditions of the University's grants and

contracts for compliance with University policies on intellectual property rights and secrecy in research.

A part of the mission of Foundation, Corporate and Government Relations is to promote the transfer of University technology for society's use and benefit while generating unrestricted income to support research and education. Foundation, Corporate and Government Relations is responsible for the administration of the University's invention reporting and licensing program, the commercial evaluation of inventions, the filing of patents upon the recommendation of the Intellectual Property Committee, making petitions to agencies for greater rights in inventions, and negotiating licensing agreements with industry.

#### B. Invention Evaluation and Protection Process.

The ideas and inventions of University personnel are part of the University's intellectual property assets. However, ideas and inventions do not all possess the same value from the University's perspective. An idea or invention that can be protected by a patent may be of greater value to the University than one that cannot. This is because a patent enables the University to exclude others from copying the patented idea or invention. Ideas or inventions that are not patentable may be freely copied by anyone who learns of the idea or invention, unless the University takes active steps to protect such ideas or inventions as trade secrets.

So that inventions can be properly evaluated, all University personnel who create University Inventions must diligently prepare and maintain invention disclosure documents. An invention disclosure is a document that provides information about the inventor(s), what was invented, the circumstances leading to the invention, and facts concerning subsequent activities. It provides the basis for a determination of patentability and the technical information for drafting a patent application. An invention disclosure is also used to report technology that may not be patentable but may be protected by other means such as trade secret and/or copyright laws.

Inventors must prepare and submit on a timely basis an invention disclosure for each potentially patentable University Invention conceived or first actually reduced to practice in whole or in part in the course of their University responsibilities or with more than incidental use of University resources.

Invention disclosure documents will require the inventor to disclose consulting or other obligations to any third person, organization or corporation in respect to rights in invention, which are or could be reasonably construed to be in conflict with obtaining a patent on invention. Additionally, the inventor will agree not to enter into any agreement creating obligations with respect to invention that is or may be in conflict with obtaining a patent on invention.

There are several basic steps associated with a University Invention as follows:

- The inventor(s) conceives and discloses to the University the University Invention. A disclosure form describing the invention and including other related facts should be prepared by the inventor and forwarded to the office of Foundation, Corporate and Government Relations. Forms may be requested from that office.
- 2. The University's Intellectual Property Committee (see Appendix A) reviews the University Invention and makes a recommendation and/or

decision either to seek a patent using University funds or to not seek a patent.

- 3. If the University desires to obtain a patent, the inventor, as an employee of the University of Richmond, must sign the Inventor Verification form confirming: a) the title of the invention, and b) the name(s) of all individuals that are co-inventors. If the University decides not to obtain a patent, all rights to the patent revert to the inventor.
- 4. Patent is obtained or steps are put into place to protect the invention as a trade secret.
- 5. Patent, if any, is licensed and royalties are earned.
- 6. Legal enforcement of patent rights begins.

# IV. Royalty Sharing

Foundation, Corporate and Government Relations handles the evaluation, marketing, negotiation and licensing of University Inventions with commercial potential. Royalty distribution is as follows:

#### A. Cash Royalties.

100% to the University for recovery of costs incurred associated with patent/license development (e.g., fees for preparing and prosecuting patents in addition to fees associated with marketing and licensing).

Thereafter, income is distributed as follows:

Inventor(s) or their heirs \_\_\_\_\_\_ 40% of gross royalties
Inventor(s)' Department \_\_\_\_\_ 20% of gross royalties
University \_\_\_\_\_ 40% of gross royalties

#### B. Equity.

The University may at times agree to accept a negotiated percentage of equity in place of all or a portion of the license or royalty fee(s).

#### **CHAPTER TWO - COPYRIGHTS**

#### I. Background - What is a Copyright?

Under the Copyright Act, copyright protection is afforded to any work of authorship fixed in a tangible medium of expression. Copyright protection extends to text, pictures, photographs, visual arts, architectural works, music and other such works, whether in paper, electronic or other media. Ideas are not protected; copyright law protects only the creative expression embodied within a particular work. Generally, under the "work for hire" doctrine, works of authorship created by employees within the scope of their employment automatically belong to the employer.

# II. Copyright Policy

**A. Non-Faculty Personnel**: Where a copyrightable work is developed by non-faculty University personnel in the course of employment (or, in the case of a student, in conjunction with a member of the faculty or other University

employee) and constitutes a "work for hire" under U.S. law, the University will own the work.

- B. Faculty: Subject to Section C below and in contrast to the general "work for hire" doctrine, the University recognizes the longstanding academic tradition of allowing faculty members the right to own their copyrightable works. In such cases, faculty shall be deemed to automatically grant to the University a non-exclusive, royalty-free perpetual license to materials that are developed for University courses or curriculum for all traditional, customary or reasonable academic uses of the material (see Section C below for more details). However, the general rule regarding faculty ownership will be subject to the following exceptions. In each case these items will be owned by the University, whether developed by faculty or others:
  - 1. Computer programs, when the programs are primarily created to perform utilitarian tasks for the University.
  - Databases and similar collections of information which are obtained primarily on behalf of schools or departments rather than individuals, or which involve issues of privacy (as in the case of police records or patient records of Counseling and Psychological Services).
  - Works supported by extraordinary allowances, grants or subventions (whether in money or money's worth, and whether or not supported by outside sources under contract)

Copyright and intellectual property rights in works supported by grantor contracts shall be governed according to the terms and conditions of such grants or contracts or, in the event such grants or contracts are silent as to copyrights, such grants or contracts shall be governed by this Policy.

In the case of each exception, the University may, at its option, grant licenses or royalties or both to the author(s) on such terms as the University considers to be reasonable under the circumstances.

- C. Courses of Instruction Developed by Faculty and Approved for Offering by the University of Richmond, Whether or Not for Credit.
  - Copyrights arising in courses developed by faculty and approved for offering by the University ordinarily belong to their individual creators, but rights may vest in the University when the course (or some portion of it) falls within the exceptions set forth above.
  - With respect to each such course (and whether the rights in that course belong to an individual creator or to the University), the University shall enjoy a permanent non-exclusive, royalty-free license to make all traditional, customary or reasonable academic uses of the "immediate content" (defined below) of that course (the "License").
  - 3. The "immediate content" of a course includes both the ideas and the expression arising extemporaneously as the course is actually taught and delivered to students in the classroom (or otherwise at an assigned time or place), and this is so even when a permanent record of the delivery of the course is simultaneously made (e.g., a videotaped

recording of a lecture). To this extent "the immediate content" of the course is subject to the License.

- 4. The License shall include a particular right in students duly enrolled in a course to take class notes for their personal use; but notes in or recordings of a course shall not be taken or disseminated for commercial purposes unless approved by the instructor.
- 5. The License also shall include a right in the University to offer the course, or to develop and offer derivative courses of instruction, in both conventional and non-conventional settings (including courses intended for use in Internet distance education projects), whether at the University or elsewhere. The License shall continue to be available to the University even if the faculty member in whom individual rights otherwise vest should leave the University.
- 6. This Policy recognizes no rights in teaching style or the like, but an individual instructor may claim personal rights of privacy against non-consensual commercial exploitation of his or her name, likeness or private personality, depending on the laws of the state in which enforcement is sought.

# D. Internet Distance Education Projects.

Given the increasing presence of digital technologies, and the growing likelihood that distance education projects via the Internet may bring about significant changes in the practices and fortunes of the faculty, the University desires to establish additional provisions particularly applicable to such projects:

- A faculty member who intends to enter into any non-University Internet distance education project in which he or she proposes to teach a course regularly or recurrently, shall first disclose the proposed undertaking in advance to his or her Dean or Department Chair (or designee), who will examine the proposed undertaking in order to insure that no conflict of interest or commitment will arise.
- Conflicts of interest or commitment will be addressed generally in accordance with the terms of the University Policy on Conflicts of Interest in force from time to time. (See Policy on Conflict of Interest in External Grants Policy and Procedures Manual.)

http://oncampus.richmond.edu/academics/grants/conflictofinterest.html

- 3. In addition, a conflict of interest or commitment will be presumed to arise under this Policy on Copyrights:
  - (a) when an individual proposes to teach a non-University Internet course substantially equivalent to a conventional course he or she is regularly assigned to teach at the University;
  - (b) when an individual proposes to teach a non-University Internet course under circumstances likely to be directly competitive with an existing or proposed University Internet course, which he or she has been offered an opportunity to teach; or

- (c) when an individual proposes to participate in teaching a non-University Internet course under circumstances likely to confuse or mislead the public with respect to his or her primary obligations or allegiance as a member of the University faculty.
- 4. A faculty member who has engaged appropriately in a non-University distance education project as provided above shall nevertheless repeat the process of notice and clearance annually thereafter with respect to his or her continuing participation in that project. If changed circumstances thereafter create a conflict as provided above, and the conflict cannot reasonably be cleared, the faculty member will withdraw from the project within one year of the date when the existence of that conflict is determined.

## E. Additional Regulations.

The Intellectual Property Committee may develop additional interpretations or regulations reasonably designed to implement these provisions, and may promulgate additional requirements with respect to prior notice and clearance. However, the purpose of all such additional interpretations, regulations or requirements will be to avoid unreasonable conflicts and the appearance of professional impropriety, rather than to limit unduly an individual's ability to engage in suitable outside professional activities, including distance education projects; and to that end, the University will exert reasonable efforts to clear such conflicts and to eliminate any appearance of impropriety through appropriate disclaimers, licenses or the like.

#### F. Entirely Online Courses.

- "Entirely Online Course" is a course delivered to students entirely via a computer network. An Entirely Online Course may comprise course materials including without limitation lecture notes, course outlines, reading lists, handouts, exercises and examination questions and answers. An Entirely Online Course may also incorporate computer programs.
- 2. Compensation for the development, teaching and/or licensing of an Entirely Online Course will be in accordance with a special agreement with the University. The developer of an Entirely Online Course who has entered into such an agreement shall assign to the University all rights, title and interest in this copyrightable work. Course materials as defined above and computer programs, when considered separately from the Entirely Online Course, are subject to the provisions of the Copyright Policy.

#### G. Prior Works.

- This Policy on Copyrights shall constitute the sole University policy governing all copyrights arising in any work of authorship and in any medium in which the work may be embodied or expressed.
- 2. Copyrights in works created prior to the effective date of this Policy shall be treated in accordance with the principles articulated herein, to the extent that such treatment is practicable and reasonable.

3. See the following University web pages for additional information on copyrights:

Copyright Information:

http://oncampus.richmond.edu/is/library/access/copyright.html

Observing the Digital Millennium Copyright Act:

http://oncampus.richmond.edu/is/info/policy/2.html

Software Policy Copyright:

http://oncampus.richmond.edu/is/info/policy/3.html

#### **CHAPTER THREE - TRADEMARKS**

#### I. Background - What is a Trademark?

A trademark is any word, name, symbol or device used to indicate the source or origin of goods. Similarly, service marks relate to the source of services. Trademarks, service marks and the goodwill that accumulates from their use, constitute valuable assets that symbolize the University and its reputation.

# II. Trademark Policy and Licensing

The University owns all of the trademarks, service marks, names, nicknames, seals, indicia, logos, team colors and mascots ("marks") which relate to the University or which members of the public reasonably believe relate to the University. To insure that the public properly identifies and associates University marks on products bearing those institution's marks, the University has established a licensing program. The University has registered some of its marks at the state and/or federal level. The Manager of Collegiate Licensing, under the umbrella of Auxiliary Services, administers the licensing program. The Manager of Collegiate Licensing maintains the official inventory of University marks, approves and registers any new marks, and maintains a list of licensees authorized to manufacture and distribute goods bearing the University's marks.

#### A. Goals.

The University maintains a licensing program to achieve the following goals:

- 1. To protect and control the use of the University's marks.
- 2. To consistently promote the image of the University to the public as well as to the University community.
- To establish a cooperative relationship with licensees and to assist in developing a market for officially licensed products of the University.
- 4. To provide unrestricted revenues in support of University programs.

#### B. General Guidelines.

Merchandise of the types described in the product list at the back of this Chapter is specifically covered by this licensing policy where the University's marks are

used. The list may be changed from time to time, and a current version may be obtained from the Office of Collegiate Licensing.

#### C. Using the University of Richmond's Marks.

All University stores, departments and shops are included in the licensing program. Therefore, all goods described in the product list using the University's marks must be manufactured and distributed by licensees. The Director of Auxiliary Services maintains a list of licensees, and only licensed goods can be held for resale. Goods covered by the Policy and sold on campus through University stores, departments and shops must be manufactured and distributed by a licensee.

The University has entered into a contractual agreement with Licensing Resource Group to help administer the licensing program on a national basis. Licensing Resource Group acts as the University's agent to license one or more of the University's marks with the marketing of various articles of merchandise described in the product list and to conduct special promotions.

Any commercial use of University marks in any manner must be approved and governed through the licensing program.

An Advisory Committee is comprised of:

- 1. Vice President for Business and Finance (ex- officio).
- 2. A representative from Advancement/University Relations.
- 3. A representative from the Athletic Department.
- 4. A representative from the University Bookstore.
- 5. Director of Auxiliary Services.
- Manager of Collegiate Licensing.
- 8. Director of Business Affairs Initiatives.

The Committee is established to:

- 1. Assist in interpreting University licensing policy.
- 2. Develop program guidelines consistent with the interests of the overall University.
- 3. Review and disapprove or review and recommend to the University Branding Committee additions or changes in official University marks as submitted by licensees.

Program revenues are to be allocated annually as follows:

1. To apply towards the actual cost of administration in accordance with regular University budgeting procedures.

2. To help fund the goals of the Strategic Plan as determined by the Provost.

# D. Guidelines to Administer the Program.

The Director of Auxiliary Services is responsible for administering revisions to the licensing program guidelines as well as any additions and/or changes to Official University indicia.

The services of the Licensing Resource Group include:

- 1. Knowing potential licensees (suppliers and manufacturers).
- 2. Providing licensing information to potential licensees.
- 3. Executing the licensing agreement with licensees.
- 4. Notifying retail outlets about the licensing program and recruiting their vendors.
- 5. Finding potential licensees.
- 6. Attending manufacturers' trade shows.
- 7. Contacting local retailers to get their support.
- 8. Mailing lists of current licensees to retail buyers.
- 9. Assisting in promotions such as with internal audiences (faculty, staff, students and alumni) and the general public; helping with press releases and public presentations.
- 10. Searching for infringers.
- 11. Having "Officially Licensed Product" hang tags placed on licensed goods for sale.
- 12. Insuring timely payments by licensees.
- 13. Conducting on-site audits of licensees.

The Director of Auxiliary Services will propose an annual operating budget for the licensing activity to the Vice President for Business and Finance. Annual operating expenses will be covered, to the extent possible, from licensing revenues. Net revenues (after operating costs) will be distributed to the goals of the Strategic Plan as determined by the Provost.

Any products which carry an approved mark or logo (or any derivation of University of Richmond indicia which would tend to create confusion) will be covered by the licensing program (see the product list.)

Enforcement of the licensing program has two phases:

1. Internal - participation by University stores, departments and shops within the University community is essential. Verifying adherence to the

licensing program will be an essential part of compliance audits conducted by the Office of Collegiate Licensing and the Internal Audit Department.

 External - participation by commercial sales outlets will be checked periodically by the Manager of Collegiate Licensing and Licensing Resource Group as part of the regular administrative responsibility for the program.

It has been determined by the University that the following products and statements will NOT be licensed or allowed:

- 1. Alcoholic beverages.
- 2. Sexually suggestive statements or articles.
- 3. Statements disparaging other schools.
- 4. Sexist, racist, religious products and/or statements, and statements promoting the use of alcoholic beverages.
- 5. Items of poor quality in relation to the proposed sale price.
- 6. Products bearing the name or likeness of or otherwise promoting a current University athlete.
- Any item not meeting minimum standards of quality and good taste or having abnormal product liability possibilities (athletic equipment, food stuffs, products that due to content are unusually short-lived) as determined by the Advisory Committee.

Licensing fees shall be 7.5 percent of the manufacturer's selling price on items licensed for retail sales.

PRODUCT LIST					
CATEGORY	PRODUCT				
1	Bags				
	Back Packs				
	Tote				
	Beverage (Thermos)				
	Carrying & Luggage				
	Special Purpose				
2	Bedroom Accessories				
	Bedspreads				
	Draperies				
	Sheets				
	Blankets/Comforters				
3	Belt Buckles (with or without belt)				
4	Blankets				
	Stadium/Lap				
5	Button: Clothing				
	Lapel (Enamel)				

CATEGORY    Mail Calendars   Emblems   Homs   License Plate Frames	PRODUCT LIST				
7 Car Accessories Emblems Horns License Plate Frames  8 Floor Coverings Carpet Rugs Mat  9 Christmas Accessories Tree Ornaments Decorations  10 Timepieces Clocks Watches  11 Toiletries Colognes Cosmetics  12 Electronic Devices Phones Radios Calculators Musical Devices Ceiling Fans  13 Furniture (Indoor & Outdoor) Chairs Tables Lounges Beds  14 Headwear Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  Illumination Devices Lamps Flashlights Candles	CATEGORY				
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Chairs Tables Lounges Beds  14 Headwear Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles	13	Furniture (Indoor & Outdoor)			
Tables Lounges Beds  14 Headwear Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles	.0				
Beds  14 Headwear  Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles					
14 Headwear Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles					
Caps/Hats Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles					
Knitted Formed  15 Helmets (Special Authorization)  16 Illumination Devices Lamps Flashlights Candles	14				
Formed  15 Helmets (Special Authorization)  16 Illumination Devices     Lamps     Flashlights     Candles					
15 Helmets (Special Authorization) 16 Illumination Devices Lamps Flashlights Candles					
16 Illumination Devices Lamps Flashlights Candles	15				
Lamps Flashlights Candles					
Flashlights Candles	10				
Candles					
Matches		Matches			
Lighters					
17 Wall Hangings	17				
Picture Frames					
Mirrors					
Posters  Poverage Containers	40				
18 Beverage Containers	18				
Glassware Pewter Mugs					
Ceramic Mugs					
Temperature Retainer Vessels					
Insulator Covers					

PRODUCT LIST           CATEGORY         PRODUCT           19         Pillows/Cushions           20         Plastic Containers				
19 Pillows/Cushions 20 Plastic Containers				
20 Plastic Containers				
Cups				
Glasses				
Bowls				
21 Playing Cards				
22 Precious Metal				
Charms				
Necklaces				
Bracelets				
Rings				
Earrings Tie Tacks				
Coins				
Pewter Cups				
23 Shoes				
24 Shoe laces				
25 Soap (Assorted)				
26 Stadium Seats				
27 Stationery Products				
28 Statuary and Artwork				
29 Transfers/Decals				
30 Sunglasses				
31 Bathroom, Kitchen or Cooking Accessories				
	Towels			
Aprons				
Trivets				
32 Toys, Games, Stuffed Animals				
33 Umbrellas				
<ul><li>34 Wallets and Purses</li><li>35 Wastebaskets/Metal Trays</li></ul>				
36 Writing Instruments				
37 Sewing Kits and Needlepoint				
38 Wearing Apparel				
Shorts				
Jackets				
Infant Sets				
Sleepwear				
Pants				
Ties				
Fleece Items				
Athletic Jerseys				
Warm –ups (non fleece)				
Placated Collared Shirts Non-collared Shirts (non-fleece)				
39 Rainwear				
40 Knitwear				
Gloves/Mittens				
Scarves				
Socks				
(See headwear also.)				
41 Novelty				

PRODUCT LIST				
CATEGORY	PRODUCT			
	Pennants			
	Key Chains			
42	Toilet Seats			

# **CHAPTER FOUR - GRIEVANCES AND AMENDMENTS**

# I. <u>Grievances</u>

A faculty member aggrieved by the proposed application of any provision of this Policy may appeal to the Grievance Committee as allowed in the *Faculty Handbook* Chapter 4.

Grievance Procedures.

http://oncampus.richmond.edu/academics/affairs/facultyhdbk/chap4.htm#RGRI

A staff member aggrieved by the proposed application of any provision of this Policy may use the Grievance Procedures as allowed in the *Guidelines for the University of Richmond Support Staff.* 

# II. Amendments

The President or his/her delegates may amend this Policy from time to time, subject to the obligation to report any substantive changes to the Board of Trustees through its Academic Program Committee and Business Management Committee on an annual basis.

# Appendix A

The Intellectual Property Committee shall be composed of nine members, three of whom shall be faculty-nominated by the University Committee on Committees and elected by the University Faculty with normal rotating terms. The remaining six shall be the Chair of the Faculty Research Committee, the Director of PETE, the Vice President for Information Services, the Associate Vice President and Controller, the Executive Director of Foundation, Corporate and Government Relations and the Provost and Vice President for Academic Affairs. The Intellectual Property Committee Chairperson shall be selected from among the nine members at the initial meeting each year.

The Executive Director of Foundation, Corporate and Government Relations shall work with the Vice President for Business and Finance in order to administer recommendations of the Intellectual Property Committee.

The Intellectual Property Committee is responsible for periodic reviews of the Intellectual Property Policy and consultation regarding intellectual property matters at the University of Richmond.

The Intellectual Property Committee shall publish such additional interpretations, regulations and requirements, and shall take such other administrative actions, as are necessary to the suitable discharge of its duties and the adequate functioning of this Policy, including specific provisions for the further appointment of its members; but in every case the Committee's interpretations, regulations and requirements, as well as its administrative actions, shall be consistent with the provisions expressed in this Policy.

# Appendix B

# **Inventor Verification Form**

I understand that, consistent with applicable laws and regulations, the University of Richmond (the "University") is governed in the handling of intellectual property by its official policies published in the Intellectual Property Policy.

doc	I/We am the invento suments date (insert da me		tle) as described in invention disclosure				
2.	<ol><li>I/We have not and will not enter into any agreement creating obligations with respect to n invention(s) that is or may be in conflict with this agreement.</li></ol>						
3. This agreement is effective on the date set forth below and is binding on me, me esta heirs, and assigns.							
Signed thisday of		day of	, 20				
	Signature	<del></del>	Printed or typed name				
Title (e.g., Professor, Admin. Ass't. etc.)		nin. Ass't. etc.)	Department				
	Social Security N	umber					

Note: Original to Foundation, Corporate and Government Relations 101 Maryland Hall, University of Richmond, VA 23173 (Signer retains a copy)