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**POLICY TITLE:**

**Intellectual Property**

**APPLIES TO:**

**Faculty, Students, Staff, and Visitors**

**ADMINISTRATIVE AUTHORITY:**

**Office of the Provost and Vice President of Academic & Student Affairs**

**Office of Research and Sponsored Programs**

**Office of General Counsel**

**APPROVED BY:**

**Kentucky State University Board of Regents**

**EFFECTIVE DATE:**

**August 8, 2025**

**NEXT REVIEW DATE:**

**August 8, 2028**

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**POLICY STATEMENT:**

Kentucky State University (KSU) is dedicated to the discovery, dissemination, and application of knowledge, and the creation of intellectual property is a natural outcome of these endeavors.

This policy defines the rights and responsibilities of KSU and its faculty, staff, and students concerning the development, ownership, and use of intellectual property. KSU aims to encourage innovation, provide for the equitable sharing of benefits derived from intellectual property, and ensure that such property is managed in a manner consistent with KSU's educational mission, legal obligations, and public interest. This policy is designed to protect the intellectual contributions of creators while facilitating the transfer of knowledge and technology for the benefit of the KSU community and society at large.

Furthermore, this policy seeks to ensure compliance with applicable laws and regulations, including but not limited to the Bayh-Dole Act.

## **DEFINITIONS:**

### **Creator**

Any KSU faculty member, staff member, student, or other individual, including visitors, who, individually or jointly, conceives, invents, authors, or otherwise contributes to the creation of intellectual property. This includes individuals participating in KSU research or using KSU resources, regardless of their formal affiliation.

### **Intellectual Property**

Creations of the mind, such as inventions, literary and artistic works, designs, symbols, names, and images used in commerce. This includes, but is not limited to, patents, copyrights, trademarks, trade secrets, and know-how. It also encompasses tangible research property, such as biological materials, engineering drawings, computer software, and data.

### **KSU-Sponsored Works**

Intellectual property created by KSU faculty, staff, or students acting within the scope of their employment or as a specific KSU assignment, or with the use of significant KSU resources. This also includes work specifically commissioned by KSU, such as works created under a written agreement with KSU that specifies KSU ownership.

### **Net Revenue**

Gross cash proceeds received by KSU from the licensing or commercialization of intellectual property, less any direct, out-of-pocket expenses incurred by KSU in connection with the protection (including patenting), marketing, licensing, or litigation related to that intellectual property. Such expenses may include, but are not limited to, legal fees, application and maintenance fees for patents and copyrights, marketing costs, and other expenses directly attributable to the commercialization effort.

### **Scholarly Works**

Copyrightable works created by faculty, staff, or students that are primarily for scholarly or pedagogical purposes. These typically include, but are not limited to, textbooks, journal articles, research bulletins, monographs, plays, poems, musical compositions, visual art, and other traditional academic outputs, regardless of the medium in which they are presented (e.g., print, digital, multimedia).

### **Significant KSU Resources**

KSU resources used in the creation of intellectual property that are beyond the level of support commonly provided to faculty, staff, and students for their routine academic, research, or administrative activities. This may include, but is not limited to, specialized KSU facilities, equipment, funding (including internal grants or specific allocations beyond general departmental budgets), or personnel dedicated to the specific creation of the intellectual property outside of normal duties or coursework.

Examples of significant KSU resources could include:

- KSU funding specifically designated for the project that led to the IP.
- Use of specialized laboratories or equipment not generally available.

- Substantial paid release time specifically for the purpose of creating the IP.
- Extraordinary use of KSU personnel, such as research assistants or technicians, directly for the creation of the IP.

The provision of office space, library access, standard computer equipment, or internet access does not, by itself, constitute significant KSU resources.

### **Student Works**

Intellectual Property created by students in the course of their education at KSU. This includes, but is not limited to, coursework, theses, dissertation, and capstone projects, unless such work is created as part of a sponsored research project or with significant KSU resources, or as a KSU-sponsored work.

### **Tangible Research Property (TRP)**

Physical items produced in the course of research, including but not limited to biological materials (e.g., cell lines, plasmids, antibodies, transgenic animals), chemical compounds, software, integrated circuit designs, prototypes, and engineering drawings. TRP may or may not be patentable or copyrightable.

## **PROCESS:**

### **Ownership of Intellectual Property**

#### **Scholarly Works:**

KSU generally does not claim ownership of scholarly works created by its faculty, staff, or students, provided such works are not KSU-sponsored works and were not created with the use of significant KSU resources. Creators of scholarly works are free to publish and copyright these works in their own names, unless otherwise agreed in writing (e.g., as part of a sponsored research agreement or other contractual obligation).

#### **KSU-Sponsored Works:**

KSU-sponsored works, including any intellectual property developed as a result of projects funded by external sponsors and administered by KSU, or developed with the use of significant KSU resources, are owned by Kentucky State University. KSU retains the right to determine the disposition of such intellectual property, including decisions related to its protection, commercialization, and dissemination.

#### **Student Works:**

Student works are generally owned by the student creators. However, KSU may claim ownership if the work:

- Is created as part of a KSU-sponsored work;
- Is supported by significant KSU resources;
- Is a condition of an externally sponsored research agreement;
- Is subject to a separate written agreement stipulating KSU ownership; or
- Was created by a student employee within the scope of their KSU employment.

Students will be notified in advance, preferably in writing at the beginning of a course or project, if their participation may result in KSU ownership of their work.

### **Inventions and Patentable Discoveries:**

Inventions and patentable discoveries made by KSU faculty, staff, or students in the course of their KSU employment, as a result of KSU-sponsored works, or with the use of significant KSU resources, shall be owned by Kentucky State University. Creators are required to disclose such inventions to KSU in a timely manner, typically within 60 days of conception or reduction to practice.

### **Joint Ownership:**

In cases where KSU IP is jointly created with individual or entities not affiliated with KSU, ownership rights will be determined by applicable law and any agreements governing the research or project.

### **Disclosure and Evaluation of Intellectual Property**

#### **Disclosure Requirement:**

Creators shall promptly disclose any potentially patentable inventions or other KSU-owned intellectual property (including software, TRP, and other potentially valuable IP) to the Office of Research and Sponsored Programs, or its designee. Disclosure should occur before any public disclosure, publication, sale, or offer for sale of the IP to preserve potential patent rights.

#### **Disclosure Process:**

The disclosure shall be made in writing and shall provide sufficient detail to allow for evaluation of the intellectual property, including a description of the IP, identification of all creators, funding sources, dates of conception and reduction to practice, and any public disclosures.

#### **Evaluation:**

The Office of Research and Sponsored Programs, in consultation with the Office of General Counsel and other relevant KSU offices or committees, will evaluate disclosed intellectual property to determine its patentability or potential for other forms of protection, its commercial potential, and KSU's interest in pursuing protection and commercialization. The evaluation will consider factors such as:

- The nature and scope of the IP.
- Potential for practical application and public benefit.
- Marketability and commercial viability.
- Potential for generating revenue.
- Cost of protection and commercialization.
- Obligations to third-party sponsors.

#### **Decision and Notification:**

KSU will communicate its decision regarding whether to pursue protection and commercialization of the intellectual property to the creator(s) within a reasonable timeframe, typically within 90–120 calendar days of receiving a complete disclosure.

### **Release of Rights:**

If KSU decides not to pursue protection or commercialization of KSU-owned intellectual property, it may, at its sole discretion and subject to any third-party rights (such as those of a research sponsor), offer to assign its rights in the intellectual property back to the creator(s) under terms and conditions determined by KSU. Such terms may include reimbursement of KSU's patenting and other protection costs, a retained license for KSU to use the IP for research and educational purposes, and a share of future revenues if the IP is successfully commercialized by the creators.

### **Commercialization and Revenue Sharing**

#### **Commercialization Efforts:**

Kentucky State University is committed to facilitating the transfer of technology and the commercial development of intellectual property for public benefit. KSU may, at its discretion, enter into licensing agreements or pursue other arrangements for the commercialization of KSU-owned intellectual property. Decisions regarding the method of commercialization will be made by KSU, in consultation with the creators where appropriate.

#### **Revenue Distribution:**

Net revenue generated from the commercialization of KSU-owned intellectual property will be distributed according to a schedule established and periodically reviewed by KSU, at least every five (5) years.

#### **Standard Revenue Sharing Schedule:**

Unless otherwise contractually obligated or agreed in writing, net revenue will be shared among the creator(s), the department(s) or unit(s) of the creator(s), and KSU as follows:

- 50% to the creator(s) (split equally among the total number of creators, unless a different written agreement among creators is provided to KSU prior to distribution)
- 35% to KSU (e.g., to a central research or IP development fund)
- 15% to the department(s) or unit(s) of the creator(s) (apportioned among multiple departments/units if applicable, based on contribution or as agreed)

#### **Sponsored Research Agreements:**

Any such distribution is subject to the terms of sponsored research agreements or other contractual obligations. For example, federal funding may have specific requirements under the Bayh-Dole Act.

#### **Creator Share After Leaving KSU:**

A creator who leaves KSU employment remains entitled to their share of net revenue from KSU-owned IP created during their time at KSU.

### **Use of Revenue by Departments/Units:**

Revenue distributed to departments or units should be used to support research, scholarly activities, or educational purposes within that unit.

### **Equity:**

In cases where KSU takes an equity interest in a company licensing KSU IP, the distribution of proceeds from that equity will be handled on a case-by-case basis, consistent with the principles of this revenue-sharing policy and any applicable conflict-of-interest policies.

### **Use of KSU Name and Marks**

The use of Kentucky State University's name, logos, seals, trademarks, or other identifying marks in connection with intellectual property created by faculty, staff, or students must be approved in advance by the appropriate KSU authorities, typically the Office of the President or their designee, in consultation with the Office of General Counsel. This provision applies whether the intellectual property is owned by the creator(s) or KSU.

### **Copyright for Educational Materials**

Faculty members generally own the copyright to their instructional materials—such as syllabi, lecture notes, presentations, and similar materials— which are created for their teaching activities at KSU, provided these are not KSU-sponsored works or created with significant KSU resources beyond what is typically provided for course development.

### **KSU License:**

KSU shall have a non-exclusive, royalty-free, perpetual, irrevocable license to use, adapt, and reproduce such copyrighted materials for internal instructional, educational, and administrative purposes, including for accreditation and archival purposes. This license allows KSU to continue using such materials for teaching its courses should the faculty member leave KSU or be reassigned, but does not permit KSU to commercialize these materials without the faculty member's written consent.

### **Compliance with Copyright Law:**

KSU encourages the use of copyrighted materials in compliance with applicable law, including the principles of fair use. Faculty, staff, and students are responsible for understanding and adhering to copyright law and KSU policies regarding the use of copyrighted works of others.

### **Software**

#### **Ownership:**

Ownership of software will be determined according to the principles outlined in the section titled "Ownership of Intellectual Property." Such determination will consider whether it is a scholarly work, KSU-sponsored work, or student work.

#### **Open-Source Software:**

KSU supports the development and use of open-source software. However, any decision to release KSU-owned software under an open-source license must be approved by the Office of Research and Sponsored Programs, the Office of the President, and the Office of General Counsel to ensure compliance with existing agreements and to assess the impact of KSU's interests.

**Disclosure:**

Software developed with significant KSU resources or with external funding, which may be patentable or have commercial value, must be disclosed to the Office of Research and Sponsored Programs.

**Data**

**Ownership:**

Ownership of data generated through KSU research projects is typically KSU, particularly when generated under sponsored research agreements or with significant KSU resources. Individual researchers may have rights to use and publish such data in accordance with KSU policies and any applicable agreements.

**Management and Sharing:**

Researchers are expected to manage data in accordance with best practices, sponsor requirements, and KSU data management policies. Data sharing should comply with ethical guidelines, confidentiality requirements, and any contractual obligations.

**Conflict of Interest and Commitment:**

Creators and individuals involved in the administration of this policy are subject to KSU's policies on conflict of interest and commitment. Any potential conflicts of interest related to the creation, protection, or commercialization of IP must be disclosed and managed in accordance with applicable KSU policies.

**Dispute Resolution**

**Internal Process:**

Any disputes regarding the interpretation or application of this policy, including matters of inventorship, ownership, or revenue distribution, shall be submitted in writing to the Office of the Provost. The submission should include a detailed description of the dispute and any supporting documentation.

The Provost, in consultation with the Office of General Counsel and other relevant parties, will endeavor to resolve the dispute amicably and in a timely manner, typically within 60 calendar days of receiving the written submission.

The decision of the Provost shall be final within KSU.

**External Process:**

If a resolution cannot be reached internally, KSU may, at its discretion and with the agreement of the involved parties, consider external mediation as appropriate. The costs of mediation will be shared as agreed by the parties, or, in the absence of an agreement, as determined by KSU.

### **Policy Review and Administration**

This policy shall be reviewed periodically under the direction of the Office of General Counsel and the Office of the Provost and Vice President for Academic Affairs to ensure it remains current with legal requirements and best practices in academic intellectual property management. The Office of Research and Sponsored Programs, or its designee, is responsible for the day-to-day administration of this policy and for developing associated procedures.

### **Survival of Terms**

The rights and obligations under this policy, particularly concerning disclosure, ownership, and revenue sharing, shall survive the termination of a creator's employment or enrollment at KSU.

## **REFERENCES AND RELATED MATERIALS:**

- United States Patent Act (35 U.S.C.)
- United States Copyright Act (17 U.S.C.)
- Bayh-Dole Act (37 C.F.R. Part 401)

## **CONTACTS:**

Subject	Office	Telephone	E-mail
Policy Questions	Provost	(502) 597-6238	<a href="mailto:Michael.Dailey@kysu.edu">Michael.Dailey@kysu.edu</a>
Policy Questions	Sponsored Programs		<a href="mailto:Dorothy.Daley@kysu.edu">Dorothy.Daley@kysu.edu</a>
Policy Interpretation	General Counsel	(502) 597-6414	<a href="mailto:Zachary.Atwell@kysu.edu">Zachary.Atwell@kysu.edu</a> <a href="mailto:General.Counsel@kysu.edu">General.Counsel@kysu.edu</a>

## **HISTORY:**

Revision Type	Date of Issuance/Revision	Drafter(s)/Editor(s)
Issued (Faculty Handbook Component)	Circa 2019	Unknown
Substantive Revisions (Rewrite and New Standalone Policy)	June 2025	Zach Atwell

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