

The Chicago School of Professional Psychology

Intellectual Property Policy

April 19, 2016

RULE 1

1. Title

Rules for Intellectual Property: Purpose and Scope; Certain Definitions

2. Rule and Regulation

Sec. 1 *Purpose.* To balance the interests of The Chicago School of Professional Psychology and the many contributors to the creation of intellectual property at The Chicago School of Professional Psychology, the intellectual property policy ("Policy") has been adopted to (a) provide certainty as to the allocation of ownership rights in intellectual property created in research pursuits and technology-based relationships with third parties; (b) seek to create an optimal environment for research, development, and commercialization opportunities with private industry; and (c) encourage the timely and efficient protection and management of intellectual property.

Sec. 2 *Individuals Subject to this Policy.* This Policy applies to all Covered Persons (as defined below). Each Covered Person shall be required to execute and deliver to The Chicago School of Professional Psychology, as a condition to his or her employment or engagement by The Chicago School of Professional Psychology, a written document pursuant to which he or she shall agree to be bound by all of the terms of this Policy and shall further agree to execute and deliver to The Chicago School of Professional Psychology from time to time such further assignment documents as The Chicago School of Professional Psychology may reasonably request to effect the terms of this Policy.

Sec. 3 Definitions

As used herein, the following terms have the following meanings:

"*Covered Persons*" means (a) all persons employed by The Chicago School of Professional Psychology, and (b) all persons engaged by The Chicago School of Professional Psychology as independent contractors, including but not limited to full and part-time faculty and staff, adjunct faculty, affiliated faculty, visiting faculty, student researchers and other researchers.

“Intellectual Property” means all types of intellectual property including but not limited to any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data or results, works of authorship, and computer software, regardless of whether such intellectual property is subject to protection under patent, trademark, copyright, trade secret or other laws.

“Inventor” means, with respect to any particular Intellectual Property, an individual who has participated in the conception, creation, discovery, invention or development of such Intellectual Property.

“Scholarly Work” means scholarly or educational publications, artworks, musical compositions and literary works related to the author’s academic or professional field regardless of the medium of expression, exclusive of any research data or results reflected therein, and includes but is not limited to works authored by students, professionals, faculty and non-faculty researchers. *“Scholarly Work”* includes computer software only to the extent that such computer software is integral to the scholarly or educational material or its presentation.

“The Chicago School of Professional Psychology Intellectual Property” means Intellectual Property that is conceived, created, discovered, invented or developed by one or more Covered Persons (i) within the course and scope of any of such Covered Persons’ employment or engagement by The Chicago School of Professional Psychology, or (ii) during a time period while any of such Covered Persons is required or expected to be performing services as an employee or independent contractor of The Chicago School of Professional Psychology.

“The Chicago School of Professional Psychology Owner” means, with respect to any particular work of Intellectual Property, The Chicago School of Professional Psychology which was the employer or contracting party with respect to the Inventor of such Intellectual Property. If more than one entity satisfies the foregoing definition of *“The Chicago School of Professional Psychology Owner”* with respect to any particular work of Intellectual Property, then such entities shall be deemed to be joint owners of such Intellectual Property.

3. Relevant Federal and State Statutes

None

4. Who Should Know

Administrators
Faculty

Staff
Students

5. System Administration Office(s) Responsible for Rule

Intellectual Property Review Committee or Designated Intellectual Property Officer in consultation with the Office of General Counsel of TCS Education System on an as needed basis.

6. Dates Approved or Amended

April 19, 2016

RULE 2

1. Title

Intellectual Property Rights and Obligations

2. Rule and Regulation

Sec. 1 *Ownership of The Chicago School of Professional Psychology Intellectual Property.* With respect to each item of The Chicago School of Professional Psychology Intellectual Property, The Chicago School of Professional Psychology thereof shall be the owner of all right, title and interest therein, except to the extent of such license rights as are expressly described herein or such other license rights as may be granted by The Chicago School of Professional Psychology thereof in writing pursuant to the written authority of the President of The Chicago School of Professional Psychology (or his or her designee). Intellectual Property conceived, created, discovered, invented or developed by a Covered Person (i) outside the course and scope of his or her employment or engagement with The Chicago School of Professional Psychology, and (ii) on his or her own time shall not be deemed to be “The Chicago School of Professional Psychology Intellectual Property” for any purpose hereof, and The Chicago School of Professional Psychology shall not be deemed to have any ownership interest with respect thereto.

Sec. 2 *Definition of Course and Scope of Employment or Engagement.* The Chicago School of Professional Psychology may promulgate reasonable rules and regulations pursuant to this Policy to define the course and scope of employment or engagement for Covered Persons employed or engaged by The Chicago School of Professional Psychology, and such rules and regulations shall be binding upon all such Covered Persons. To the extent permitted by applicable law, such rules and regulations may provide that, for purposes of this Policy, Intellectual Property conceived, created, discovered, invented or developed by a Covered Person in the course and scope of his or her self-employment activities or employment with a third party employer, to the extent such activities or employment were authorized by rules and regulations of The Chicago School of Professional Psychology as now or hereafter in effect, is within the course and scope of such Covered Person’s employment or engagement by The Chicago School of Professional Psychology.

Sec. 3 *Inventor’s Rights in Scholarly Work.* Solely to the extent that any Intellectual Property consists of Scholarly Work, The Chicago School of Professional Psychology shall be deemed to have assigned any and all of their rights in such Scholarly Work to the Inventor thereof,

and such Scholarly Work shall not be The Chicago School of Professional Psychology Intellectual Property of any purpose hereof. Inventors are strongly encouraged to manage their Intellectual Property in such Scholarly Work in accordance with The Chicago School of Professional Psychology guidelines concerning management and marketing of copyrighted works, consistent with any applicable rules or regulations of The Chicago School of Professional Psychology.

Sec. 4 *Inventor's License to Use Research Data and Results.* Except to the extent that The Chicago School of Professional Psychology shall assign to any third party any particular research data or results which are included within The Chicago School of Professional Psychology Intellectual Property, or shall grant to any third party an exclusive license to use any such research data or results, which The Chicago School of Professional Psychology reserves the right to do at any time, The Chicago School of Professional Psychology Owner of such research data or results shall be deemed to have granted to the Inventor of such research data or results a non-exclusive, fully-paid, revocable license to use such research data and results solely for educational, research and scholarly purposes within the scope of his or her employment or engagement with The Chicago School of Professional Psychology subject in all cases to compliance with all other provisions of this Policy and all other applicable rules and regulations of The Chicago School of Professional Psychology.

Sec. 5 *Duty of Covered Persons to Provide IP Disclosure Documents; Conditions to Disclosure or Publication.* To avoid the misuse of The Chicago School of Professional Psychology Intellectual Property, and in recognition of the fact that certain rights in Intellectual Property may be lost if actions to protect such rights have not been taken prior to the initial disclosure of such Intellectual Property, prior to any Covered Person's disclosure or publication of any information or document which may include any The Chicago School of Professional Psychology Intellectual Property, such Covered Person shall prepare a reasonably complete and detailed written Intellectual Property disclosure document on such form as The Chicago School of Professional Psychology may designate from time to time (an "IP Disclosure Document") and deliver such IP Disclosure Document to the **Intellectual Property Review Committee (or designated Intellectual Property Officer)**. The Intellectual Property Review Committee or Intellectual Property Officer shall consist of a panel of individuals or a single individual appointed by the College President to review such IP disclosures. In no event shall any Covered Person disclose or publish any Intellectual Property identified in any IP Disclosure Document unless and until either (i) a determination shall have been made in accordance with this Policy that such IP

Disclosure Document does not identify any The Chicago School of Professional Psychology Intellectual Property, or (ii) the person to whom such IP Disclosure Document was delivered as provided in this Policy shall have approved such disclosure or publication in writing.

Sec. 6 *Prompt Determination of The Chicago School of Professional Psychology Intellectual Property.* The Intellectual Property Review Committee shall promptly communicate with such Covered Person in connection with the process of determining whether such IP Disclosure Document identifies any The Chicago School of Professional Psychology Intellectual Property, and shall promptly communicate to such Covered Person in writing his or her determination.

Sec. 7 *The Chicago School of Professional Psychology Intellectual Property Database; Determinations to Protect and Commercialize.* The Chicago School of Professional Psychology shall establish one or more systems and databases for collecting and organizing information with respect to The Chicago School of Professional Psychology Intellectual Property and all associated protective actions, commercialization efforts, revenues and royalty payments. The President of The Chicago School of Professional Psychology or his or her designee, or such other person or persons at the President of The Chicago School of Professional Psychology may designate, shall determine in his or her sole discretion how, when, and where any The Chicago School of Professional Psychology Intellectual Property is to be protected or commercialized, and any such determination shall be final and binding. The President of The Chicago School of Professional Psychology, or such other person as he or she may designate, shall determine in his or her sole discretion how, when and where any Intellectual Property of The Chicago School of Professional Psychology is to be protected or commercialized, and any such determination shall be final and binding. An Inventor of The Chicago School of Professional Psychology Intellectual Property shall be afforded a reasonable opportunity to present his or her position on any such protection or commercialization decision to such determining party in writing.

Sec. 8 *Licensing or Assignment of Rights to the Inventor.* Notwithstanding the provisions of Rule 2, Paragraph 2, Section 1 above, The Chicago School of Professional Psychology Owner of particular The Chicago School of Professional Psychology Intellectual Property may elect from time to time to grant a license in, or to assign, some or all of its rights in such particular The Chicago School of Professional Psychology Intellectual Property to the Inventor or Inventors thereof, as follows:

- 8.1 Election At Time of Initial Review. If the Intellectual Property Review Committee determines that such IP Disclosure Document identifies The Chicago School of Professional Psychology Intellectual Property but that it is not in the best interests of The Chicago School of Professional Psychology or The Chicago School of Professional Psychology Owner thereof to protect and commercialize The Chicago School of Professional Psychology Intellectual Property, then such party shall deliver written notice thereof to The Chicago School of Professional Psychology Office of General Counsel and the Inventor of such The Chicago School of Professional Psychology Intellectual Property within 20 business days after making such determination, and may include in such notice an offer to have such The Chicago School of Professional Psychology Owner grant a license in, or assign and convey, such The Chicago School of Professional Psychology Intellectual Property to such Inventor on such terms and conditions as may be specified in such notice. If any such Inventor accepts any such offer for an assignment of any such The Chicago School of Professional Psychology Intellectual Property, then upon the consummation of such assignment such Intellectual Property shall cease to be The Chicago School of Professional Psychology Intellectual Property, such Inventor will be free to obtain and exploit a patent or other intellectual property protection in his or her own right with respect to such Intellectual Property, and The Chicago School of Professional Psychology shall not have any further rights, obligations, or duties with respect thereto. If any such Inventor accepts any such offer for a license to use any such The Chicago School of Professional Psychology Intellectual Property, then upon the execution of the applicable license agreement such Investor shall be free to exploit such The Chicago School of Professional Psychology Intellectual Property subject to the retained rights of such The Chicago School of Professional Psychology Owner and such limitations or obligations as may be set forth in such license agreement, including but not limited to any such retained rights for The Chicago School of Professional Psychology to use such The Chicago School of Professional Psychology Intellectual Property for patient care, teaching, scholarly and other academically related purposes, and nonprofit research.
- 8.2 Subsequent Election. If at any time the Intellectual Property Review Committee, determines that any The Chicago School of Professional Psychology Intellectual Property identified in such IP Disclosure Document may be licensed

to, or assigned to, the Inventor thereof consistent with the best interests of The Chicago School of Professional Psychology and The Chicago School of Professional Psychology Owner thereof, then except where prohibited by law or by contractual obligations or requirements binding on such The Chicago School of Professional Psychology Owner such party may deliver written notice thereof to The Chicago School of Professional Psychology Office of General Counsel and the Inventor of such The Chicago School of Professional Psychology Intellectual Property, and may include in such notice an offer to have such The Chicago School of Professional Psychology Owner grant a license in, or assign and convey, such The Chicago School of Professional Psychology Intellectual Property to such Inventor on such terms and conditions as may be specified in such notice, provided however that such terms and conditions must include reimbursement to The Chicago School of Professional Psychology and The Chicago School of Professional Psychology Owner for all expenses incurred to date in connection with the protection or exploitation of The Chicago School of Professional Psychology Intellectual Property.

Sec. 9 *Recoupment of Costs; Investor Royalties.* If any The Chicago School of Professional Psychology Owner shall grant to any third party a license to use any The Chicago School of Professional Psychology Intellectual Property, then any resulting license revenue shall first be applied to reimburse such The Chicago School of Professional Psychology Owner for all of the costs and expenses incurred by such The Chicago School of Professional Psychology Owner in connection with such license, including but not limited to all direct investment in The Chicago School of Professional Psychology Intellectual Property, all legal expenses and other expenses incurred to obtain patent or other intellectual property protection with respect to such The Chicago School of Professional Psychology Intellectual Property, and a reasonable allocation of all rent, payroll and legal, administrative and other costs incurred to operate and support a technology transfer office (collectively, the "Associated Expenses"). To the extent that the gross licensing revenue collected by such The Chicago School of Professional Psychology Owner with respect to such licensing of such The Chicago School of Professional Psychology Intellectual Property from time to time, including but not limited to any such amounts in the nature of license fees, prepaid royalties, minimum royalties, running royalties, milestone payments, sublicense fees or other amounts (collectively, the "Gross Licensing Revenue"), shall exceed the Associated Expenses, such The Chicago School of Professional Psychology Owner shall pay to the Inventor or Inventors of such The

Chicago School of Professional Psychology Intellectual Property from time to time an aggregate amount (the "Inventor Royalties") equal to a percentage of such excess amount (the "Net Licensing Revenue"). Such percentage shall be fifty percent (50%) or such other percentage as may be approved by the President of such The Chicago School of Professional Psychology Owner or his or her designee, after review by The Chicago School of Professional Psychology Office of General Counsel. If there shall be more than one Inventor of such The Chicago School of Professional Psychology Intellectual Property and such Inventors are unable to reach agreement and certify to The Chicago School of Professional Psychology in writing the manner in which they shall allocate the Inventor Royalties among themselves, then the President of The Chicago School of Professional Psychology or their designees shall negotiate and determine such allocation in their sole discretion, and such determination shall be final and binding on such Inventors.

Sec. 10 *The Chicago School of Professional Psychology Intellectual Property Resulting From Sponsored Research.* Except as otherwise expressly provided in this Section 10, The Chicago School of Professional Psychology Intellectual Property resulting from research supported by a grant or contract with the federal government or an agency thereof, any not-for-profit or for-profit nongovernmental entity, or any private gift or grant to The Chicago School of Professional Psychology shall be owned by the applicable The Chicago School of Professional Psychology Owner as provided in this Policy.

10.1 **Assessment of Benefit.** If any such grant, contract or gift was made to The Chicago School of Professional Psychology on conditions which fail to conform with the terms of this Policy, then the acceptance of such grant, contract or gift by The Chicago School of Professional Psychology shall be deemed to evidence a determination by The Chicago School of Professional Psychology that the benefits of such grant, contract or gift are such as to overcome any potential disadvantage that may result from such failure to otherwise conform to this Policy.

10.2 **Conflicting Provisions.** The terms of this Policy are subject to any conflicting specific terms pertaining to intellectual property rights which may be included in any agreement which The Chicago School of Professional Psychology may enter into with any third party which provides for federal grants or contracts, grants or contracts with not-for-profit or for-profit nongovernmental entities, or private donations to The Chicago School of Professional Psychology.

10.3 Cooperation with Necessary Assignments. Each Inventor of The Chicago School of Professional Psychology Intellectual Property resulting from research supported by a grant or contract with the federal government or an agency thereof, any not-for-profit or for-profit nongovernmental entity, or any private gift or grant to The Chicago School of Professional Psychology shall make such assignment of his or her rights in such The Chicago School of Professional Psychology Intellectual Property and shall execute and deliver such documents and instruments as may reasonably be necessary to permit The Chicago School of Professional Psychology to discharge all of their obligations to such supporting party under the applicable agreement with such supporting party.

3. Definitions

None

4. Relevant Federal and State Statutes

None

5. Who Should Know

Administrators
Faculty
Staff
Students

6. System Administration Office(s) Responsible for Rule

Intellectual Property Review Committee or Designated Intellectual Property Officer in consultation with the Office of General Counsel of TCS Education System on an as needed basis.

7. Dates Approved or Amended

April 19, 2016

RULE 3

1. Title

Equity Interests

2. Rule and Regulation

Sec. 1 *The Chicago School of Professional Psychology Owner's Agreements with Third Parties Regarding The Chicago School of Professional Psychology Intellectual Property.* In agreements with third parties relating to rights in The Chicago School of Professional Psychology Intellectual Property, The Chicago School of Professional Psychology Owner thereof may receive equity interests in third parties as partial or total compensation for the rights in such The Chicago School of Professional Psychology Intellectual Property licensed or conveyed. In any such instance, The Chicago School of Professional Psychology Owner may elect, in its discretion, to allocate to the Inventor of such The Chicago School of Professional Psychology Intellectual Property a portion of such equity interest, any associated dividend or distribution income, or the proceeds of any sale of such equity interest in the same manner as royalties are allocated pursuant to Rule 2, Paragraph 2, Section 9 hereof or in any other manner, but The Chicago School of Professional Psychology Owner shall not have any obligation to do so. The Chicago School of Professional Psychology Owner may also receive equity interests in such a third party as consideration for contributions of capital or of any other rights, goods or services, and shall not be obligated to allocate to such Inventor any portion of such equity interest, any associated dividend or distribution income, or the proceeds of any sale of such equity interest.

Sec. 2 *Inventor Holding Equity In Adverse Parties and Managing Conflict of Interest.* An Inventor of The Chicago School of Professional Psychology Intellectual Property may hold an equity interest in a business entity that has an agreement with The Chicago School of Professional Psychology Owner of The Chicago School of Professional Psychology Intellectual Property relating to the research, development, licensing, or exploitation of such The Chicago School of Professional Psychology Intellectual Property only if such The Chicago School of Professional Psychology Owner is in full compliance with all applicable requirements to have, implement, and enforce for such Inventor an effective conflict of interest management plan approved by the President of The Chicago School of Professional Psychology Owner. At the request of the President of such The Chicago School of Professional Psychology Owner based on a good faith determination that such conflict of interest is not in the best interests of The Chicago School of Professional Psychology Owner,

such Inventor may be required to divest such equity interest or terminate all other relationships with The Chicago School of Professional Psychology.

Sec. 3 *Inventor Equity Interests In Joint Ventures.* The Chicago School of Professional Psychology Owner may, but shall not be obligated to, negotiate on behalf of any Inventor of The Chicago School of Professional Psychology Intellectual Property for such Inventor to receive an equity interest in any joint venture formed by such The Chicago School of Professional Psychology Owner and any third party relating to such The Chicago School of Professional Psychology Intellectual Property.

3. Definitions

None

4. Relevant Federal and State Statutes

None

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7. Dates Approved or Amended

April 19, 2016

RULE 4

1. Title

Execution of Legal Documents Related to The Chicago School of Professional Psychology Intellectual Property

2. Rule and Regulation

- Sec. 1 *Legal Review of Agreements Related to The Chicago School of Professional Psychology Intellectual Property.* Any agreement that grants an interest in any Intellectual Property, including but not limited to any such assignment or license agreement, any option with respect to an assignment or license, and any sponsorship agreement with any third party relating to The Chicago School of Professional Psychology Intellectual Property, may be executed and delivered in accordance with the provisions of this Policy and such other policies as The Chicago School of Professional Psychology may generally adopt from time to time with respect to the execution of agreements by The Chicago School of Professional Psychology, but only after review by the President of The Chicago School of Professional Psychology. The Chicago School of Professional Psychology President may consult with the TCSES Office of General Counsel on an as needed basis in performing said review.
- Sec. 2 *Agreements That Do Not Otherwise Conform to This Policy.* Any proposed agreement with respect to The Chicago School of Professional Psychology Intellectual Property that would otherwise fail to conform to this Policy may be executed and delivered as set forth in Rule 4, Paragraph 2, Section 1 above if, in the judgment of the President of the applicable The Chicago School of Professional Psychology Owner after review by The Chicago School of Professional Psychology Office of General Counsel, the benefits of such agreement are such as to overcome any potential disadvantage that may result from such failure to otherwise conform to this Policy.
- Sec. 3 *Authority to Execute Documents Related to The Chicago School of Professional Psychology Intellectual Property.* The President of The Chicago School of Professional Psychology or his or her designee may execute, on behalf of The Chicago School of Professional Psychology or as attorney-in-fact for legal documents relating to rights of The Chicago School of Professional Psychology or any other The Chicago School of Professional Psychology Owner in The Chicago School of Professional Psychology Intellectual Property, including but not limited to (i) applications, declarations, affidavits, powers of attorney, disclaimers, and other such documents relating to patents and copyrights; (ii) applications, declarations, affidavits, affidavits of

use, powers of attorney, and other such documents relating to trademarks; and (iii) documents related to the formation of new companies to engage in research, development, licensing or other exploitation of The Chicago School of Professional Psychology Intellectual Property. In addition, the President of any The Chicago School of Professional Psychology Owner may execute, on behalf of such The Chicago School of Professional Psychology Owner, (a) applications for registration or recordation of transfers of ownership and other such documents relating to copyrights included within The Chicago School of Professional Psychology Intellectual Property owned by such The Chicago School of Professional Psychology Owner, and (b) documents related to the formation of new companies to be wholly owned by such The Chicago School of Professional Psychology Owner to engage in research, development, licensing or other exploitation of The Chicago School of Professional Psychology Intellectual Property owned by such The Chicago School of Professional Psychology Owner, but in each case only after review and approval by The Chicago School of Professional Psychology President. The Chicago School of Professional Psychology President may consult with the TCSES Office of General Counsel on an as needed basis in performing said review.

3. Definitions

None

4. Relevant Federal and State Statutes

None

5. Who Should Know

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7. Dates Approved or Amended

April 19, 2016

RULE 5

1. Title

Income from The Chicago School of Professional Psychology Intellectual Property

2. Rule and Regulation

Sec. 1 *The Chicago School of Professional Psychology Owner's Use of Net Income.* The net amount of all revenue collected by a The Chicago School of Professional Psychology Owner with respect to any The Chicago School of Professional Psychology Intellectual Property, after deduction of all Associated Expenses and payment of all Investor Royalties with respect to such The Chicago School of Professional Psychology Intellectual Property, shall be retained such The Chicago School of Professional Psychology Owner for use in such manner as it deems appropriate in its sole discretion.

Sec. 2 *Inventor's Contribution of Investor Royalties.* An Inventor of any particular The Chicago School of Professional Psychology Intellectual Property may, with the prior written approval of the President of The Chicago School of Professional Psychology Owner of such The Chicago School of Professional Psychology Intellectual Property, assign to such The Chicago School of Professional Psychology Owner all or any portion of the Investor Royalties otherwise payable by such The Chicago School of Professional Psychology Owner to such Inventor, in which case such assigned Investor Royalties may be restricted for use by such The Chicago School of Professional Psychology Owner for further research activities by or under the direction of such Inventor.

3. Definitions

None

4. Relevant Federal and State Statutes

None

5. Who Should Know

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