

# UNIVERSITY OF SOUTHERN CALIFORNIA INTELLECTUAL PROPERTY POLICY<sup>1</sup>

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<sup>1</sup> Links in this Policy may be updated periodically.

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## Section 1. DEFINITIONS

- **Commercialization Incentive Fund Fee or CIF Fee** means the fee deducted by the University from Net Royalty Income and administered in accordance with Section 5.2(c) of this Policy.
- **Copyrightable Work** generally refers to an original work of human authorship fixed in any tangible medium of expression, including literary, musical, dramatic, choreographic, pictorial, graphic, sculptural works, architectural works, motion pictures, games, software and other audiovisual works and sound recordings. Copyrightable Works include Scholarly Works. Examples that generally do not qualify as Copyrightable Works include ideas, short phrases, slogans, procedures, systems, processes, concepts, mere facts, materials, or devices. The extent to which a work qualifies as a Copyrightable Work is subject to applicable law.
- **Courseware** means the instructional outlines and related materials to structure and effectively present the academic content of courses, which includes, but is not limited to, course objectives, learning outcomes, reading lists, schedules, assessment methods, and guidelines for class participation and evaluation; the expressive content of digital teaching media (such as videos, presentations, and interactive modules), online publications, lecture notes, assignments, and projects; and other associated materials created for the purposes of teaching, instruction, or to support delivery of a course.
- **Creator** means a member of the USC Community who develops, creates, or contributes to the creation of a Copyrightable Work or other forms of Intellectual Property that are not considered Patentable Inventions.
- **Data** means recorded information embodying findings, facts, observations, or measurements, regardless of the form or medium in which it is recorded. This includes, but is not limited to, written documents, electronic files, databases, datasets, audio and video recordings, images, and other digital or physical formats.
- **Faculty** means all full-time, part-time, adjunct, and voluntary members of the USC instructional, research, clinical, and practitioner faculty, whether or not tenured.
- **Identity Extension Licensing** means the Licensing of a University, school, or unit name by a third-party provider of a product or service to signify a source- or sponsorship-designating relationship between that third party's product or service and the University. Identity Extension Licensing is often used to expand the University's operations into non-traditional areas. For example, if USC licenses a group of immediate-care medical centers to operate under the name "USC Immediate Care Clinics," the resulting business would be a USC Identity Extension. If the resulting business in this example were to be known as the "Keck Medicine Immediate Care Clinics," it would be a unit Identity Extension.

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- **Incidental Use** means (i) the occasional, minimal use of University resources that are generally available to the public (such as library facilities) or to specific University departments or schools (such as standard office furnishings, supplies, computers, and communications equipment) and (ii) the negligible, non-disruptive use of University facilities, supplies, equipment, materials, and other resources, provided such use does not interfere with University operations, does not incur significant additional cost to the University, and is not for personal or commercial gain.
- **Intellectual Property or IP** means Copyrightable Works, Patentable Inventions, Tangible Research Property, Data, Know-How, Trademarks, Service Marks, and Trade Secrets.
- **Inventor** means a member of the USC Community covered by this Policy who, alone or together with others, conceives of or contributes to the conception of a Patentable Invention. The extent to which an individual qualifies as an Inventor is subject to applicable law.
- **Know-How** means practical knowledge, technical skills, methods, techniques, processes, and/or experience and may include confidential or proprietary information.
- **Licensing** means the practice of granting rights to Intellectual Property to a third party through a license agreement or other agreement.
- **Merchandise Licensing**, which is managed by the TLSO, means the Licensing of USC-owned Trademarks to a third-party manufacturer, distributor, or retailer for use on products such as apparel, gifts, collectibles, games, and other types of merchandise. This license allows the third party to produce, distribute, and sell items bearing USC Trademarks.
- **Net Royalty Income** means the gross revenue received by the University in exchange for a license to the University's Intellectual Property (other than USC Marks), including cash proceeds from the liquidation of equity, after deducting any direct, unreimbursed expenses related to the protection, management, and enforcement of the licensed Intellectual Property. Such expenses may include, but are not limited to, patent-related costs (for searching, filing, prosecution, enforcement, and maintenance), legal fees, and auditing costs. Net Royalty Income does not include the portion of any gross revenue that may be allocated under licenses or institutional agreements with co-owners of the Intellectual Property for administrative fees or distributions to co-owners or other third parties.
- **Net Trademark Royalty Income** means the gross revenue received by the University in exchange for a license to USC Marks, and is determined after USC has recouped direct expenses, including fees and costs for trademark design, searching, filing, prosecution, enforcement and maintenance, as well as marketing, licensing, and auditing expenses.

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- **Patentable Invention** generally refers to a new, useful, and non-obvious process, machine, manufacture, or composition of matter or any new, useful, and non-obvious improvement thereof, whether or not patent protection is sought or granted. Examples of Patentable Inventions include chemical compounds, pharmaceuticals, medical devices, genetically engineered products or processes, electronic circuitry, machines, some types of software, and manufacturing processes. Patent protection may not be available for abstract ideas, laws of nature, products of nature, mathematical formulas, certain business methods, or ideas, concepts, and materials in the public domain. The extent to which an innovation qualifies as a Patentable Invention is subject to applicable law.
- **Scholarly Work** means a Copyrightable Work that is original content created primarily for the purpose of advancing knowledge, disseminating research findings, or contributing to academic discourse within a specific field. These works are typically produced by Faculty, researchers, or students as part of their academic activities and are often intended for peer-reviewed publications, academic conferences, or educational use. Examples include Faculty-authored textbooks, scholarly publications, artworks, musical compositions, and literary works, whether or not related to the professional fields of study of the Faculty and regardless of the medium of expression. In some cases, certain software, digital works, and games may also qualify as Scholarly Works.
- **Service Mark** means any word, name, symbol, device, or any combination thereof adopted and used to identify, advertise, or promote a service and distinguish that service from the services of others.
- **Significant Use** means the use of University resources other than Incidental Use. Some examples of Significant Use include, but are not limited to, the following:
  - Use of funding or grants awarded through the University;
  - Utilization of specialized or restricted laboratory equipment, research facilities, or infrastructure generally not available to the public or broader USC Community;
  - Substantial staff or Faculty supervision beyond typical course requirements;
  - Access to proprietary software, tools, or Data provided by the University not widely available to the public or broader USC Community; and/or
  - Any other use of University-owned facilities, equipment, materials, or support staff exceeding Incidental Use.
- **Stevens** means the **USC Stevens Center for Innovation** or any successor University office responsible for the applicable activities described in this Policy.
- **Tangible Research Property or TRP** means the physical embodiments of research results or intellectual effort that have value due to their proprietary nature, difficulty of creation, and/or cost of production, among other possible factors. TRP includes, but is not limited to,

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(i) biological materials (such as cell lines, animal disease models, antibodies, plants, and reagents), (ii) engineering materials and prototypes (such as engineering drawings, integrated circuit chips, and prototype devices), (iii) chemical compounds, physical samples, and research tools, and (iv) other physical manifestations of research efforts created in the course of research activities.

- **TLSO** means the **Trademarks and Licensing Services Office** or any successor University office responsible for the University’s Merchandise Licensing program, managing USC’s portfolio of Trademarks, and anti-infringement initiatives related to the unauthorized use of the University’s Trademarks and Service Marks (“**USC Marks**”). For additional information, visit: <https://trademarks.usc.edu/>.
- **Trade Secret** generally refers to information, including formulas, patterns, inventions, knowledge, ideas, Data, plans, devices, techniques, or processes, that (i) derive independent economic value from not being generally known to the public or to those who could obtain economic value from disclosure or use of the information and (ii) are the subject of reasonable efforts to maintain their secrecy for a period of time.
- **Trademark** means any word, name, symbol, device, or any combination thereof adopted and used to identify the source of goods and distinguish them from those manufactured or sold by others.
- **University or USC** means University of Southern California, including Keck Medicine and Keck School of Medicine, its clinical operations, and their respective subsidiaries.
- **USC Community** means all University employees as well as non-employees who use University resources or are supported by gifts, grants, or other contracts received by or through the University. This includes, but is not limited to, (i) all USC Faculty and staff and clinical staff (including physicians, nurses, and other healthcare providers), (ii) all USC students, postdoctoral fellows, clinical fellows, and residents, and (iii) all Visitors.
- **Visitors** means individuals who are not employees, Faculty, staff, or students at the University, but who are temporarily engaged with USC in research, teaching, or other University-supported activities. This includes, but is not limited to, visiting scholars, researchers, fellows, industry collaborators, interns, and other non-employees who make Significant Use of University resources.

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## **Section 2. POLICY OBJECTIVES**

### **2.1. Institutional Objectives**

A core mission of the University is to advance knowledge through research and creative activity while ensuring the prompt and open dissemination of new ideas and discoveries produced by the USC Community. This includes fostering the development of intellectual property and enabling its translation into real-world solutions. To fulfill this mission, the University has established a framework herein to encourage innovation through: (i) clearly defined intellectual property ownership rules; (ii) adherence to applicable laws, regulations, and ethical standards; (iii) structured pathways for commercialization; and (iv) equitable distribution of financial and other benefits among inventors, creators, the University, and other stakeholders. This framework provides the foundation for the University's commitment to ensuring that discoveries made at USC benefit society through thoughtful research, innovation, technology transfer, and commercialization.

### **2.2. Purpose of Policy**

The purpose of this Policy is to provide members of the USC Community with clear guidance regarding their rights and responsibilities with respect to Intellectual Property created at USC. This Policy establishes the framework for protecting, managing, and commercializing such Intellectual Property while balancing the interests of Inventors and Creators, the University and the public, and complying with applicable law.

Subject to certain limited exceptions, both California and federal law, policies, and regulations (including the Bayh-Dole Act) provide that the University owns all Intellectual Property created or developed by an employee within the scope of their employment. This includes works developed under sponsored research or other agreements and works developed with Significant Use of University funds or resources.

The principles discussed in this Policy apply to the University Park Campus, Health Sciences Campus, and any other USC program.

This Policy does not cover Name, Image, and Likeness, which is the subject of a separate USC policy.

### **2.3. Balance of Interests**

The University recognizes the need to balance legal rights and requirements with academic traditions, particularly regarding student and Faculty ownership of Scholarly Works. While University policies, applicable laws, and contractual obligations establish baseline ownership rights, this Policy acknowledges there are certain well-established academic exceptions that support USC's educational mission, promote academic freedom, and uphold scholarly traditions.

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The University also recognizes that novel situations will arise as technology and creative practices evolve. Therefore, this Policy may be supplemented by guidance to address new circumstances as they emerge. Additionally, the Policy itself may be amended to ensure it continues to serve the best interests of the USC Community. In special circumstances (as provided in Section 6.1), deviations from the Policy may be implemented, too.

### **Section 3. OWNERSHIP OF INTELLECTUAL PROPERTY**

#### **3.1. *Ownership by USC***

##### *(a) Basic Principles*

Unless explicitly exempted under Section 3.2 in this Policy or to the extent covered by State of California Labor Code 2870 (or other applicable laws), the University owns all Intellectual Property created, invented, discovered, developed, or authored by members of the USC Community under at least one of the following:

- Intellectual Property created or developed within the course and scope of an individual's employment responsibilities to USC, including works made for hire;
- Intellectual Property created or developed pursuant to any gift, grant, or contract received by or through USC; and/or
- Intellectual Property created or developed with Significant Use of University facilities, funds, resources, or supplies.

##### *(b) Assignment*

Some individuals subject to Section 3.1 are required to sign USC's Intellectual Property Agreement, the "IP Act". Nonetheless, all members of the USC Community hereby assign to USC all rights, title, and interest in and to Intellectual Property covered by Section 3.1.

In addition to this assignment, USC may require Inventors and Creators to execute written assignment documents to confirm ownership rights of Patentable Inventions or Copyrightable Works, as appropriate, for IP that falls under this Section 3.1.

#### **3.2. *Exceptions to Ownership by USC***

##### *(a) Background IP*

Members of the USC Community retain ownership of Intellectual Property they developed and owned prior to becoming a member of the USC Community.

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(b) Scholarly Works

Consistent with longstanding academic tradition, the University does not claim ownership of Scholarly Works. This exception from the general ownership principle is applicable to all members of the USC Community. If a Copyrightable Work is a Scholarly Work, the Creator is free to use the Scholarly Work for any legal purpose.

The University acknowledges that it may not always be immediately clear whether a work qualifies as a Scholarly Work, for example, some works involving software, digital content, or games. If a Creator believes their Copyrightable Work is a Scholarly Work, the Creator or the Creator's School or Department agrees to engage in a consultation with Stevens to resolve the issue, and if such consultation fails to resolve the issue, the Creator or the Creator's School or Department can appeal as described in Section 6.2.

Copyrightable Works are not Scholarly Works if they are subject to contractual restrictions requiring the University to maintain ownership or that would otherwise be inconsistent with the University waiving its ownership claim. If a Creator wishes to obtain rights to such a Copyrightable Work, any such rights shall be addressed as described in Section 4.6.

Each member of the Faculty hereby grants to the University an irrevocable, perpetual, non-exclusive, royalty-free, worldwide right to use, reproduce, copy, modify, create derivative works, publicly display, and publicly distribute copies of their Scholarly Works for the University's research and educational purposes.

The standard academic exception in this Section 3.2(b) is not applicable to print, electronic, and other forms of Courseware, which are the subject of a separate Courseware Policy.

Stevens may provide Policy guidance for Creators, which may be updated from time to time.

(c) Student IP

Subject to the exceptions in Section 3.2(c)(ii), students own all rights in their Intellectual Property, including Patentable Inventions and Copyrightable Works (including dissertations, papers, and articles), subject to all of the following conditions:

- The student is an undergraduate or graduate student enrolled for credit in courses at the University; and
- The Intellectual Property is created with only Incidental Use of University resources; and
- The Intellectual Property is created in connection with (i) an academic course(s), (ii) the use of University resources that have been designated as being available to students (but not necessarily to the public), or (iii) during extracurricular activities.

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(i) *Automatic Non-exclusive License Grant*

Each student hereby grants to the University an irrevocable, perpetual, non-exclusive, royalty-free, worldwide right to make and use their Patentable Inventions and to use, reproduce, copy, modify, create derivative works, publicly display, and publicly distribute copies of their Copyrightable Works, created with University resources, in courses and for the University's research and educational purposes.

(ii) *Exceptions to Student Ownership*

The University owns Intellectual Property created by students if such Intellectual Property is created:

- During the course and scope of their responsibilities and other services for which USC compensates the student; or
- Under a written agreement that the work is a work made for hire and/or that copyright in the work is assigned to the University; or
- Subject to the terms of a gift, grant, or other contract received by or through the University, whether or not the student is compensated for such work; or
- Jointly with a member of the USC Community who is required to assign their rights in the IP to the University; or
- With Significant Use of University resources.

For example, the University owns the copyright in any student-produced film or other audiovisual work developed as part of a USC academic program when such works required Significant Use of University resources in the form of cameras, editing devices, or other equipment and facilities. The student author, however, retains ownership (subject to the non-exclusive license to the University described in Section 3.2(c)(i)) of rights to the treatment, script, and other written work product created by the student and related to such audiovisual work.

Stevens may provide Policy guidance for students, which may be updated from time to time.

### **3.3. *Publication***

Members of the USC Community are encouraged to publish research results and scholarly information when public dissemination will promote widespread use and advance the University's mission. Prior to publication, authors should ensure such disclosure does not violate University obligations to third parties, including the federal government, sponsors, or research partners. Authors should consult with Stevens if they are uncertain about publication restrictions.

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Inventors and Creators may request to place their Patentable Inventions or Copyrightable Works in the public domain if they believe it would best serve the public interest and accelerate technology transfer. This may be accomplished through publication (without first filing a patent application) or open sourcing (as described in Section 4.5). The University will generally support public domain placement when it advances the goals of knowledge dissemination and public benefit without compromising legal obligations or significant University interests.

(a) *Effect of Public Disclosure on Patent Rights*

Public disclosure of a Patentable Invention can significantly impact USC's ability to obtain patent rights and pursue commercialization opportunities. Such disclosures include oral presentations, published abstracts, website postings, poster sessions, published papers, public demonstrations, thesis defenses, dissertations, and social media posts.

To preserve valuable patent rights and maximize commercialization opportunities, USC Community members should consult with Stevens before any public disclosure of Patentable Inventions. This consultation allows for the evaluation of patentability, commercial potential, appropriate protection strategies, and timing of disclosures. Proper management of public disclosures ensures that both the University and Inventors can maintain flexibility to pursue optimal commercialization strategies.

(b) *Protective Measures for Intellectual Property Disclosures*

If Inventors or Creators wish to discuss USC Intellectual Property with an outside party, Stevens can facilitate the execution of an agreement with confidentiality provisions to protect such discussions and the Intellectual Property, according to Section 3.5 below.

Open-source access represents a specific form of publication, particularly relevant to software, but can apply to other subject matter, too. Subject to Section 4.5 below, USC Community members should consult with Stevens prior to releasing Copyrightable Works under an open source license, as such releases may affect the ability to patent the Patentable Inventions embodied by the software or pursue commercialization opportunities for the software.

### **3.4. *Sponsored Research Agreements***

USC's awards with non-government sponsors typically stipulate that the University retains ownership of all Intellectual Property conceived or reduced to practice while performing the sponsored project.

As described in the Faculty Handbook, Section 5-B, the University generally will not accept or renew extramural awards that restrict the rights of USC Community members to free inquiry or to free scholarly dissemination of results within a reasonable time. The University may permit sponsor review and reasonable delay to prevent premature disclosure of inventions that may be patentable or

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if a project involves the use of proprietary Data from the sponsor, but generally not denial of publication of results. The research sponsor is frequently granted the following:

- A non-exclusive, royalty-free license to Intellectual Property created or conceived and first reduced to practice in the direct performance of the scope of work funded under the award for non-commercial purposes or academic and internal research purposes; and/or
- An exclusive, time-limited option to license the rights to all or portions of Intellectual Property created or conceived and first reduced to practice in the direct performance of the scope of work funded under the award.

Exceptions are permitted as detailed in the Faculty Handbook. If the research sponsor requests an exception permitted by the Handbook, approval by Stevens is required as well as clear written acceptance by the principal investigator accepting and agreeing to abide by these exceptional terms.

The terms of such sponsored agreements apply not only to Intellectual Property developed by Faculty and staff but also to IP developed by students and other individuals participating in the project, whether or not they are paid by USC. Accordingly, it is essential that principal investigators inform all participants of their responsibilities and, if possible, obtain a written assignment of rights from all such participants to reinforce the assignment of rights recognized by this Policy. The Office of the General Counsel in consultation with Stevens can assist in crafting an assignment form in such cases.

USC Faculty and staff as well as others participating in a sponsored project should contact the Department of Contracts and Grants if they have any questions regarding the interpretation of agreement terms.

### **3.5. Confidential Information**

In the course of their research activities, members of the USC Community may develop confidential information, including inventions, discoveries, and Trade Secrets. This confidential information may have significant commercial value. The University, however, cannot maintain the commercial value of its confidential information without the assistance and cooperation of Faculty, staff, and students. Accordingly, before Faculty, staff, or students disclose USC's confidential or proprietary information to a third party, they should comply with the restrictions of any sponsored agreements and, at minimum, have that third party execute a confidentiality or nondisclosure agreement ("CDA"). Stevens executes CDAs related to Intellectual Property disclosed to Stevens, the USC Department of Contracts and Grants executes CDAs related to research projects, and the Office of the General Counsel executes all other CDAs.

Similarly, if Faculty or staff receive confidential or proprietary information from a third party under a CDA, they typically have duties not to disclose such information, to take necessary precautions to protect the confidentiality of such information, and not to use the confidential information for any purpose outside the scope of the CDA. Students should be cautioned not to base their theses or

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dissertations on third party confidential information, whether furnished by a third party or resulting from sponsored research.

### **3.6. *Off-Site Consulting and Sabbatical Arrangements***

Off-site Consulting and Sabbatical Arrangements are governed by the Faculty Handbook 3-H, the USC's Relationships with Industry Policy and Conflict of Interest and Commitment Policy. Members of the USC Community should be careful that their work off-site from the University, including work during sabbaticals and other leaves, while visiting other institutions, and while consulting with industry, does not conflict with their obligations and commitments to the University, including the University's rights in Intellectual Property as set forth in this Policy. It is the responsibility of the individuals to ensure that their agreements with third parties are consistent with their obligations to the University.

### **3.7. *Visitors***

Visitors, including Faculty members from other institutions and industrial personnel who visit USC, are subject to this Policy throughout their stay with the University and thereafter so long as activities initiated at the University continue. Visitors should disclose to their USC department chair or other supervising Faculty member if they are subject to a potentially conflicting policy from their home institution, and such USC supervisors should seek to confirm with Visitors that no such conflict exists. If a potential conflict is discovered, the Office of the General Counsel should be consulted for guidance.

## **Section 4. MANAGEMENT OF INTELLECTUAL PROPERTY**

This Section 4 describes the process by which the USC Community can protect Intellectual Property covered under this Policy for commercial purposes. It is intended as a guide so that members of the USC Community understand generally how decisions are made regarding IP protection and Licensing. Certain processes regarding the administration of this Policy may change over time to respond to changes in the law that may supersede this Policy as well as the needs of the University. The processes described here are under the purview of the Senior Vice President, Research and Innovation Stevens, TLSO, and the Office of the General Counsel.

Stevens determines ownership of IP, evaluates patentability and commercial potential, markets technologies, administers invention reporting, obtains patent and copyright protection for USC Intellectual Property, negotiates license and other agreements to commercialize IP, and distributes Net Royalty Income to stakeholders. The TLSO assists in clearing, registering, protecting, and enforcing USC Trademarks, negotiating license and promotional agreements for Trademarks, and advising on Trademark issues. Stevens and the TLSO work with the Office of the General Counsel to ensure that the agreements executed by the University are legally acceptable. The Senior Vice President, Research and Innovation is responsible for overseeing the processes and resolving issues

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that may arise, such as those regarding ownership and transfer of Intellectual Property on behalf of the University, and adjudicating appeals as set forth in Section 6.2.

USC Community members who require advice regarding Intellectual Property protection should consult with Stevens or the TLSO, as appropriate, as well as their respective departments or deans.

#### ***4.1. Disclosure of Intellectual Property to Stevens***

Members of the USC Community shall promptly disclose to Stevens any Intellectual Property owned by USC under this Policy through a disclosure form available from Stevens, which may be updated from time to time. Such disclosure allows the University to evaluate the IP and its commercial potential while ensuring compliance with sponsored research agreements and federal reporting requirements for Patentable Inventions developed with federal funding.

The disclosure process requires Inventors and Creators to provide comprehensive information about their work, including their identity, the nature of the Patentable Invention or Copyrightable Work, the circumstances leading to its development, sources of funding, and related activities. Supporting documentation such as manuscripts, sketches, drawings, and other pertinent materials must accompany the disclosure to enable thorough evaluation. Stevens will provide all necessary disclosure forms and documentation requirements.

While members of the USC Community should use their judgment in assessing commercial potential, Stevens is available for consultation regarding the commercial viability of IP. Early discussion and timely disclosure enable the University to properly protect potential IP rights and fulfill its obligations to research sponsors. Inventors and Creators who are uncertain about commercial potential are encouraged to err on the side of disclosure and seek guidance from Stevens.

#### ***4.2. Patent Protection***

Patent protection gives USC the right to exclude others from making, using, selling, or importing products or services covered by the patent for a specified term, typically twenty years from the first nonprovisional patent application filing date. Securing these exclusive rights requires country-by-country patent applications and prosecution, a process that demands significant time and resources.

Stevens makes patent protection decisions based on invention disclosures, IP protection strength analysis, commercial market potential, and, when appropriate, input from industry partners. Patent protection is particularly warranted when it will provide an industry partner a significant competitive advantage in the marketplace, thereby encouraging the investment needed to develop commercial products from University innovations and ultimately benefiting the public through new products and services.

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Additional factors considered in protection decisions may include the extent of USC ownership, completeness of the invention disclosure form, management of any conflicts of interest or commitment, status of ongoing related research at USC, and compliance with third party agreements.

#### **4.3. *Copyright Protection***

Copyright protection for books, articles, computer software, games, websites, musical compositions, artwork, sculptures, films, photographs, videos, and other Copyrightable Works is important to the University to recognize the authorship and ownership of the work and to enable USC to license the material for publication, duplication, display, and distribution. USC requires a notice of copyright to be affixed to USC-owned copyrighted materials in the following form:

“Copyright [year] or © [year] University of Southern California. All rights reserved.”

The date in the notice (“[year]”) should be the year in which the work was first published.

USC may elect to register certain Copyrighted Works with the United States Copyright Office to avail itself of certain statutory protections under the copyright laws.

Questions concerning copyright protection and registration should be directed to Stevens or the Office of the General Counsel. Requests for reprints of USC copyrighted works should be directed to the school, department, or unit that developed the Copyrightable Work.

#### **4.4. *Tangible and Intangible Research Property***

Stevens supports the identification, protection, and commercialization of other Intellectual Property such as Tangible and Intangible Research Property, ensuring alignment with USC policies, contractual obligations, and best practices in technology transfer. Tangible Research Property created, discovered, or developed in the course of University research, such as cell lines, transgenic animals, prototypes, chemical compounds, and other research materials, can have significant economic value. Proper identification, protection, and documentation of these materials are essential before any distribution or Licensing occurs. TRP may be licensed, regardless of whether patent or copyright protection exists, for commercial or other use and subject to Licensing terms and fees.

Intangible Research Property which includes assets such as Know-How, Data, software, and Trade Secrets. Such IP can hold significant research and commercial value and can also be licensed for commercial or other purposes.

#### **4.5. *Software and Data Licensing for Non-Commercial Purposes***

USC-owned software and Data may be licensed or open sourced for non-commercial purposes, such as research and education; however, these items may be subject to intellectual property

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considerations, sponsored research agreements, or other legal or contractual issues. Before Licensing, open-sourcing, or otherwise transferring any USC-owned Software or Data, USC community members should contact Stevens.

(a) Standard Terms for Non-Commercial Licenses

If software or Data is owned by the University and the Inventor/Creator wishes to make it publicly available for non-commercial use, the Inventor/Creator should, at minimum, include the following notice and license on the first screen or in another prominent location prior to distributing the software or Data (USC's research-use license, "USC-RL v4.0"):

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USC Stevens Center for Innovation - MC 0705  
3720 South Flower Street, Floor 3  
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E-mail to: [info@stevens.usc.edu](mailto:info@stevens.usc.edu) and  
cc to: [accounting@stevens.usc.edu](mailto:accounting@stevens.usc.edu)

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IN NO EVENT SHALL THE UNIVERSITY OF SOUTHERN CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

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DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE, DATABASE, AND/OR DATASET AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF SOUTHERN CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE UNIVERSITY OF SOUTHERN CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE, DATABASE, AND/OR DATASET PROVIDED HEREUNDER IS ON AN “AS IS” BASIS, AND THE UNIVERSITY OF SOUTHERN CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

(b) Patent Rights Not Included

The University retains exclusive authority to license USC-owned patents. No open source or other license may include a grant of patent rights owned by USC without express written approval from Stevens. Any such purported grant is void unless authorized. Researchers should take particular care when using open-source licenses that include patent grants (e.g., GPL, Apache), as these may conflict with University ownership and Licensing obligations.

(c) Open Source and Not-For-Profit Guidance for Copyrightable Works

Stevens provides guidance on open-sourcing Copyrightable Works in not-for-profit, educational contexts, such as software, digital works, and games. Creators are encouraged to consult with Stevens in such matters.

#### **4.6. Assignment of Intellectual Property to Creators and Inventors**

The University and its designees retain the exclusive right to pursue Intellectual Property protection for University IP. The University may decline to seek IP protection for Patentable Inventions for a variety of reasons, such as the lack of sufficient patentability or commercial potential. If USC elects not to commercialize a technology, Stevens will notify the Inventors or Creators.

If the University, through Stevens, elects not to pursue or maintain Intellectual Property protection for an item of University IP, the Inventors or Creators may request that the University transfer those rights to the Inventors/Creators or their company, subject to third party rights. The University generally prefers Licensing, and any decision to instead assign rights is made at the discretion of Stevens. Any assignment will be made equally to all named Inventors and Creators and requires (i) reimbursement to Stevens of any out-of-pocket patent costs (which is also required if a license is granted), (ii) an agreement to share with USC a portion of any revenue received from

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commercialization by the Inventors and Creators or their assignees/licensees, and (iii) an irrevocable, perpetual, royalty-free, non-exclusive, worldwide right and license to use the IP for research or educational purposes. For federally funded inventions, a government release of rights must first be obtained, which Stevens may facilitate in its sole discretion.

#### **4.7. Trademark Protection**

Trademarks and Service Marks are valuable University assets that must be properly treated as such to maintain their viability. The USC name, logos, and brand elements are internationally recognized as symbols of the excellence achieved by members of the USC Community in a wide range of endeavors.

Service Marks identify the source of services such as education, entertainment, finance, and healthcare, while Trademarks identify the source of products such as software, apparel, and merchandise. Service Marks are established through advertising, while Trademarks are created through direct use on products and/or packaging.

Unlike copyrights or patents, Trademark rights can last indefinitely with continuous and proper use. Federal Trademark protection applies when a mark is (i) used in interstate commerce; (ii) distinctive rather than descriptive or generic; and (iii) the mark's uniqueness is not confusingly similar to an existing Trademark.

The "TM" (Trademark) and "SM" (Service mark) symbols indicate ownership before registration. Once registered, the "®" symbol may be used to establish and enforce Trademark rights.

While registration is not required for Trademark protection in the U.S., it offers advantages, including priority of use, exclusive rights for specific goods and services, potential recovery of damages in infringement cases, and a basis for filing international Trademark applications.

The USC Marks distinguish the University's identity and grant it exclusive rights to their use. For example, USC has registered or used various marks in connection with its schools, departments, and related activities, including USC<sup>®</sup>, UNIVERSITY OF SOUTHERN CALIFORNIA<sup>®</sup>, TROJANS<sup>®</sup>, SC (interlock)<sup>®</sup>, FIGHT ON!<sup>®</sup>, USC TROJAN FAMILY MAGAZINE<sup>®</sup>, and many more.

Use of the USC name or any USC Mark beyond identifying University personnel (*e.g.*, Thomas Troy, Professor of History, University of Southern California) is prohibited without prior written approval from TLSO and/or University Communications.

Identity Extension Licensing may be requested through TLSO in coordination with University Communications. This principle also applies to the use of any USC Mark as part of an internet domain name.

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The TLSO assists with conflict checks and confirms USC Marks are used in compliance with USC Brand and Identity Guidelines, available at <https://identity.usc.edu/>.

Maintaining USC’s Trademark rights requires consistent, monitored use of USC Marks. Any use is subject to prior written approval from TLSO. Please contact TLSO with questions regarding Trademark use or Licensing.

**4.8. Artificial Intelligence**

The use of Artificial Intelligence (“AI”) in academic and research settings raises novel IP considerations. This Section 4.8 addresses IP ownership of works created using AI tools or systems.

The University’s standard IP ownership rules apply to works created using AI tools, and all members of the USC Community must comply with applicable USC policies regarding AI use in scholarship and research, which may be updated periodically. The mere use of AI tools does not automatically affect IP ownership under this Policy. However, ownership determination will consider several factors, including (i) the degree and nature of human creativity and judgment involved; (ii) the extent of AI contribution to the final work; and (iii) compliance with applicable licenses and terms of use for the AI tools employed.

For Patentable Inventions involving AI, Inventors must disclose AI use in invention disclosures to Stevens, and inventorship will be evaluated according to applicable law. Similarly, for Copyrightable Works involving AI, Creators must disclose substantial AI contribution, and copyright protection will be evaluated according to applicable law.

Members of the USC Community using AI in creating potentially protectable IP must maintain appropriate documentation. This includes maintaining records of AI tool usage, documenting the human creative process and decision-making, and preserving evidence of the degree of AI involvement in the final work. These documentation requirements ensure proper evaluation of IP rights and support compliance with evolving legal requirements regarding AI-created works.

Stevens may provide guidance for AI use, which may be updated from time to time.

**Section 5. COMMERCIALIZATION**

Commercialization of USC Intellectual Property is a University priority that serves dual purposes: facilitating the transfer of USC’s technology for society’s benefit and generating unrestricted income to support research, innovation, and education. While the University provides commercialization infrastructure and expertise, success in bringing innovations to market heavily depends on the ongoing engagement and efforts of the Inventors and Creators. This partnership between the University and its innovators is crucial for effectively translating discoveries into practical applications that benefit both society and the institution.

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Stevens works closely with Inventors and Creators to pursue the commercialization of technology through Licensing and other means. Inventors and Creators are not just the source of Patentable Inventions and Copyrightable Works to commercialize; they also provide valuable input in the commercialization process. Inventors and Creators frequently provide leads to potential licensees, professional input on the technical and market feasibility of a technology, and guidance as to how best to commercialize the technology.

Stevens is responsible for managing commercialization relationships, including negotiating licenses and other agreements with third parties. While Inventor and Creator input is valued and considered in this process, Stevens maintains final authority over agreement terms. Stevens also monitors licensee compliance and distributes royalties in accordance with USC's policies.

When appropriate, USC may accept an equity position in a third-party licensee as partial consideration for the license. When equity is accepted, additional considerations will apply.

Stevens generally does not commit future inventions to licensees, even when improvements or derivative works are anticipated, instead preferring to negotiate a license after an invention has been made. Despite this general position, Stevens recognizes that certain circumstances may warrant Licensing provisions for future inventions. Such situations will be evaluated on a case-by-case basis to determine if including these provisions serves the University's interests while maintaining compliance with legal and regulatory requirements.

The University's commercialization efforts aim to benefit multiple stakeholders: the University, the Inventors/Creators, their academic departments and schools, and the broader public. While Stevens considers all of these interests in its decision-making, its primary obligation is to act on behalf of the University to achieve efficient and effective technology transfer. These decisions must align with this Policy and other University guidelines, such as the International Collaborations and Export Controls Policy and Conflict of Interest and Commitment Policy, to ensure responsible stewardship of University Intellectual Property.

### ***5.1. Licensing of USC Intellectual Property***

The University, in its sole discretion, may license Intellectual Property to a third party, subject to certain conditions, including the following:

- The license will, in the judgment of the University, enhance the development of the technology for the benefit of society;
- The terms of the technology transfer are reasonable;
- The potential licensee meets USC's conditions, including commitments and capabilities to develop the technology, maintain insurance, and protect the University from legal claims;

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- The license is consistent with USC’s obligations to third parties and applicable laws and regulations;
- Neither the potential licensee nor the Inventors or Creators have an unmanageable conflict of interest or commitment (see Section 5.5); and
- Inventors and Creators who wish to start their own companies also may seek a license to commercially exploit USC Intellectual Property that they developed based upon these guidelines. The Inventors and Creators must make a full and complete disclosure of their financial or other interests in the entities seeking such a license from the University (see Section 5.5).

## **5.2. *Sharing of Net Royalty Income***

While USC seeks reasonable and fair consideration when Licensing its IP, the University’s primary focus as a research and educational institution extends beyond maximizing revenues. Stevens negotiates fair and reasonable, industry-standard terms transparently to establish sustainable long-term relationships with licensees. Net Royalty Income from these agreements is shared with Inventors/Creators and University stakeholders, as detailed in this Section 5.2. For technologies involving multiple forms of Intellectual Property (such as a combination of patents and copyrights), Stevens, in consultation with the Inventors and Creators, will determine an appropriate revenue allocation among the different IP types.

Stevens administers all Licensing and royalty payments for University IP rights under this Policy, other than USC Marks (the revenue sharing for which is described in Section 5.4). Incoming cash payments first reimburse any unreimbursed direct expenses, including patent searching, filing, prosecution, enforcement, maintenance, marketing, Licensing, and auditing costs. The remaining proceeds are subject to a fifteen percent (15%) Commercialization Incentive Fund Fee, from which Stevens may make awards to USC Inventors/Creators with promising Patentable Inventions or Copyrightable Works, as described in Section 5.2(c)

Agreements executed (regardless of when the subject IP was disclosed or filed) after the effective date of this Policy will be subject to the following Net Royalty Income distribution calculations (agreements executed prior to the effective date will be subject to the policy in effect at such time):

- Forty percent (40%) to the Inventors/Creators or the Inventors’/Creators’ heirs or assigns;
- Thirty percent (30%) to the University;
- Fifteen percent (15%) to the Inventors’/Creators’ school; and
- Fifteen percent (15%) to the Inventors’/Creators’ department (or institute or center if not affiliated with a department or to the school if there are no sub-units).

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The portion of Net Royalty Income distributed to the University and each school, department, and institute must be used for research, innovation, or educational purposes only. This may represent a source of unrestricted funds for important activities, such as novel research, technical advancements, and educational fellowships that support research and innovation.

If an Inventor/Creator is not a Faculty member or otherwise does not have an affiliation with an academic school, department, or institute, the University will receive the portion of Net Royalty Income specified for such school, department, or institute.

Co-Inventors and Co-Creators must sign a distribution agreement specifying the percentage allocation to each Co-Inventor or Co-Creator at the time of disclosure. Should such an agreement not be received by the University within a timeframe deemed reasonable by Stevens, the University reserves the right to distribute royalties equally among all Inventors or Creators. In cases where Co-Inventors or Co-Creators are unable to resolve disputes regarding distribution, the Senior Vice President, Research and Innovation will determine the allocation to each Inventor or Creator, which such determination shall be final with no right of appeal either under this Policy or otherwise.

(a) Institutional Works

Copyrightable Works, Tangible Research Property, and Data may be designated as “Institutional Works” under certain circumstances, including:

- Upon election and mutual agreement by the Inventors/Creators and department, center, institute, school, or other academic or business unit, on the one hand, and by Stevens, on the other; and/or
- Scenarios where the IP continues to be actively updated and licensed more than five years after the first release and the cumulative number of Inventors/Creators exceeds five individuals due to ongoing development over time.

For IP designated as an Institutional Work, the distribution of Net Royalty Income will be modified such that the portion typically allocated to Inventors/Creators (forty percent) will instead be directed to the relevant department(s), center(s), institute(s), school(s), or other academic unit(s) to support ongoing development, maintenance, and associated research activities related to the Institutional Work. This reallocation recognizes the substantial University resources often required to maintain and enhance long-term projects. The Institutional Works designation and associated royalty reallocation will apply only to Net Royalty Income generated after the designation date. Prior distributions to Inventors/Creators will not be affected. Stevens will notify all known Inventors/Creators when IP is designated as Institutional Work.

(b) Administrative Fees

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Stevens may receive administrative fees from inter-institutional and other agreements for managing relationships among co-owners of Intellectual Property or other similar arrangements, such as for managing the Intellectual Property for large research consortia in which USC participates. These administrative fees, which are typically modest, are distinct from Net Royalty Income and are not subject to the distribution formula outlined in Section 5.2. Such fees may be retained by Stevens to be used at its discretion for any legitimate business purpose, including, but not limited to, operational support, professional development, or program enhancement.

(c) Commercialization Incentive Fund

The fifteen percent CIF Fee deducted from Net Royalty Income pursuant to Section 5.2 above will be accumulated as a Commercialization Incentive Fund. At Stevens’ discretion and upon approval from the Senior Vice President, Research and Innovation, CIF awards may be made to USC Inventors/Creators, as appropriate, to enhance the likelihood of commercialization of selected USC technologies.

Stevens will provide information on how the Commercialization Incentive Fund will make awards, which may change from time to time. See, e.g., Funding Opportunities.

**5.3. Equity Interests**

The University seeks licensees that have the financial and other resources necessary to pay for obtaining and/or maintaining Intellectual Property protection and to develop and commercialize the technology. Under certain conditions, USC will agree to accept an actual or convertible equity interest as partial consideration for any rights conveyed to a business entity to license or otherwise commercialize Intellectual Property owned by USC. The Office of the Treasurer will hold USC’s equity or equity-related interests on behalf of the University (but does not hold equity on behalf of USC employees). Stevens will exclusively decide whether and when to exercise or sell USC’s equity holdings and will distribute any cash proceeds resulting from the sale thereof according to Section 5.2.

**5.4. Revenue Sharing for USC Marks**

The University will share Net Trademark Royalty Income derived from USC Marks as follows:

- USC Identity Extension Licensing:
  - 50% to unrestricted student scholarships
  - 50% to the relevant School, Department or Institute
  
- Institute Identity Extension Licensing:
  - 25% to unrestricted student scholarships
  - 75% to the relevant School, Department or Institute

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- Merchandise Licensing: the first \$100,000 to the athletic department, then of the net residue:
  - 50% to unrestricted student scholarships
  - 50% to the athletic department
- Post season athletic event revenue:
  - 25% to unrestricted student scholarships
  - 75% to the athletic department

### 5.5. *Conflicts of Interest or Commitment*

Before the University grants a license to a business entity in which an Inventor or Creator holds or will acquire any type of financial interest, including personal equity or founder’s stock, option position, payments for services, or management role (including unpaid management roles), the Inventor or Creator must disclose this financial interest as required under applicable USC policies, including the Conflict of Interest and Commitment Policy and Conflict of Interest in Research Policy. Any such conflicts must be resolved to the University’s satisfaction.

## Section 6. POLICY ADMINISTRATIVE MATTERS

### 6.1. *Exceptions to Policy*

Though anticipated to be rare, in special circumstances, Stevens, in collaboration with the Senior Vice President, Research and Innovation, may approve deviations from this Policy and resolve questions through separate written agreements with USC Community members or departments. Such circumstances may include:

- Strategic institutional partnerships requiring customized IP arrangements;
- Collaborative projects where students transition between roles (*e.g.*, from unpaid student to paid researcher or from course project to sponsored research) during the development of IP;
- Pre-existing obligations or agreements that conflict with standard Policy provisions;
- The management, Licensing, or other disposition of IP arising from University operations other than traditional University research, such as large clinical datasets not tied to individual research programs; and
- Institutional funding mechanisms or activities where the application of standard Policy provisions would impede innovation or institutional objectives, such as funding for student pitch competitions.

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## **6.2. Appeals**

If a member of the USC Community disagrees with a determination of Stevens or TLSO under this Policy, a request for reconsideration may be addressed to the Senior Vice President, Research and Innovation, who will consult with Stevens, the TLSO, and the Office of the General Counsel, as appropriate, and shall render a decision, which shall be final and binding.

## **6.3. Policy Violations**

A violation of this Policy, like all University policies, is subject to sanctions, including those set forth in USC's Faculty Handbook and General Employment Policies. In such cases, the matter will be referred to the disciplinary process for Faculty, staff, or students. In student cases, the appropriate process will depend upon whether the violation arose out of the student's work as a teaching assistant, research assistant, or other compensated position. No such disciplinary action will preclude the University from pursuing the matter through civil or criminal legal action when warranted.

## **Section 7. APPROVAL AND EXECUTION OF DOCUMENTS**

The University has the sole right to negotiate and enter into agreements regarding the use, commercial development, distribution, publication, transfer, and other exploitation of Intellectual Property owned by the University or to which the University otherwise has rights under this Policy. Such agreements will be executed by the Executive Director of Stevens or the Executive Director of TLSO, as appropriate.

This Policy is effective as of the date set forth on the cover page. It is the University's intention to review and update the policy from time to time following its adoption.

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