



Campus Administrative Policy

Policy Title: Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization

Policy Number: 2040A

Functional Area: Finance

Effective: November 15, 2025

Approved by: Donald M. Elliman, Jr., Chancellor

Applies to: CU Anschutz

A. Introduction

Regent Policy 5.I and Administrative Policy Statement 1013 require that every Discoverer or Included Person(s), as a condition of employment, and every collaborator participating with an Included Person on a Discovery, will assign and hereby does assign any legal rights that may exist in any Intellectual Property.¹ Regent Policy 5.I and Administrative Policy Statement 1013 also state that each Chancellor will establish a campus policy to address how their campus will protect and commercialize Campus Discoveries.

This policy addresses how the campus will protect and commercialize Campus Discoveries. This policy supersedes all previous versions and will be used to distribute all Net Royalty Receipts, on any new and existing Campus Discoveries, received from the above Effective Date forward.

¹ This policy applies to all Discoveries including those made after work hours and off-campus.

B. Policy Statement

1. Responsibilities of Discoverers

a. Discovery Disclosure

- 1) Involvement of Discoverers in all aspects of the intellectual property protection and commercialization process is essential for successful technology transfer. Discoverers are responsible for preparing and submitting to the Anschutz Medical Campus' Technology Transfer Office ("CU Innovations"), a timely Discovery Disclosure of Campus Discoveries. Discoverers must disclose a Campus Discovery as early as possible before any public disclosure of the Campus Discovery, including disclosure through online or in-print publication or publicly accessible seminars and conferences, in order to allow CU Innovations to perform its responsibilities under this policy.
- 2) Discoverers will cooperate with CU Innovations by taking all reasonable steps to fully complete discovery disclosure forms, provide a complete description of the Discovery, and execute assignments and other documents necessary for the protection of a Discovery or other documents conveying rights to Campus Discoveries.
- 3) Discoverers will also cooperate with CU Innovations in matters such as sharing contacts and leads for potential licensees, communicating or meeting with potential licensees, providing samples and information to potential licensees (when reasonably available), and other activities as reasonably requested by CU Innovations in support of efforts to secure, market, and transfer Campus Discoveries.
- 4) Should a Discoverer fail to cooperate with CU Innovations as determined by the Executive Director of CU Innovations, such noncooperation may result in the Discoverer permanently losing legal protection rights and/or becoming ineligible for the receipt of Net Royalty Receipts and may also result in disciplinary action by the Discoverer's Department Chair, supervisor, or Academic Dean for failure to comply with University policy.

b. Sponsored Programs, Corporate and Third-Party Obligations

- 1) Discoverers should provide CU Innovations timely, written notice of any proposed publication or Sponsored Program requirement that reports or describes any Discoveries at least thirty (30) days prior to publication.
- 2) CU Innovations will assist Discoverers in assessing whether or not a presentation or publication impacts securing legal protection, including patentability, and in explaining this policy to collaborators.

c. Other Reporting Requirements

- 1) It is the responsibility of a Discoverer to provide CU Innovations with current contact information and an address to which the Discoverer's apportionment of Net Royalty Receipts should be sent.
- 2) Distribution of Net Royalty Receipts outlined in Section E will continue to be paid to (1) the Discoverer after the Discoverer leaves the University's employment and (2) to the Discoverer's estate after the Discoverer's death.
- 3) It is the responsibility of the Discoverer and/or their estate to communicate updated contact information and an address for payment to CU Innovations. CU Innovations will not be liable for payments that cannot be made due to the failure of the Discoverer or their estate to comply with this Section B.1.c.

2. Responsibilities of CU Innovations

- a. The Executive Director of CU Innovations is the Principal Technology Transfer Officer for the Anschutz Medical Campus and has the primary responsibility for the implementation of this policy on behalf of the campus. Only the Principal Technology Transfer Officer and those campus officials who have specific Delegated Authority may undertake actions in the name of the University to execute this policy. The Principal Technology Transfer Officer will:
 - 1) Supervise the management of each case pursued by CU Innovations, including complete record keeping and required reporting of all actions;

- 2) Determine whether the University or any other party has rights to Campus Discoveries according to Regent Policy 5.I, APS 1013 and this policy, and if so, the basis and extent of such rights;
- 3) Determine, in their sole authority, whether to pursue legal protection of the Intellectual Property, including but not limited to, patent, copyright, trademark, and/or trade secret. For patentable Discoveries, in the absence of agreement on inventorship or when CU Innovations determines an inventorship analysis to be prudent, CU Innovations will work with counsel to determine the actual inventors pursuant to United States Patent Law. For copyrightable Discoveries, in the absence of agreement on authorship, CU Innovations will work with counsel to determine the actual authors pursuant to United States Copyright Law;
- 4) For those Campus Discoveries for which CU Innovations elects to pursue Intellectual Property, take the necessary steps to obtain Intellectual Property protection for the Campus Discovery, including preparing and prosecuting applications for patent, copyright registration, and other legal protection, or obtaining legal counsel or other assistance for that purpose;
- 5) Assess what steps should be taken, if any, with respect to the commercialization of Campus Discoveries including commercialization strategy, licensing, or use in the public domain;
- 6) Negotiate and determine the terms of the commercialization strategy, licensing, or use in the public domain;
- 7) Supervise the processes of CU Innovations for obtaining legal protection and/or arranging for licensing or other commercial development in those cases in which CU Innovations elects to pursue its rights, including preparing and prosecuting applications for patent, copyright registration, and other legal protection, or obtaining counsel or other assistance for that purpose, negotiating or assisting in negotiation of licenses and related agreements, and monitoring the collection and distribution of Net Royalty Receipts; and

- 8) Review and negotiate sponsored research agreement terms which implicate Campus Discoveries and existing or future Campus Intellectual Property and, in particular, supervise compliance with government regulations concerning Campus Discoveries developed with government support.
- b. Only the Principal Technology Transfer Officer and/or those campus officials who have specific Delegated Authority may bind the campus in an agreement involving Campus Discoveries and Campus Intellectual Property. In addition, any agreement pertaining to a business venture, outside of the normal course of business for CU Innovations, between CU Innovations and a third party will require the signature of both the Principal Technology Transfer Officer and the Chancellor or their designee. Should a University employee not possessing such Delegated Authority sign an assignment or other grant of rights of Intellectual Property or an agreement seeking to bind the University, such an agreement will be null and void.

C. Process

The procedure for administration of Campus Discovery Disclosures by CU Innovations will be as follows:

1. Upon receipt of a Campus Discovery Disclosure, CU Innovations will make all reasonable efforts to work with the Discoverer to promptly evaluate the Discovery for Intellectual Property protection options, technical feasibility and commercial potential and may respond as follows: (a) request additional information, development, and data from the Discoverer to complete the Campus Discovery Disclosure; (b) proceed to file a patent application, or other Intellectual Property protection, on the Discovery; (c) develop a commercialization strategy for the Campus Discovery; (d) market the Campus Discovery to potential licensees; or (e) formally decide not to proceed with protecting and/or marketing the Campus Discovery. In making this determination, CU Innovations will take into account licensing mechanisms for further academic research, open source licensing in the case of software, and the general missions of the University and the campus in the creation and dissemination of knowledge for the public good.

2. In all cases, based on reasonable cooperation by the Discoverer, CU Innovations shall endeavor to respond within four (4) months of receipt of a complete Campus Discovery Disclosure. Any response during the Determination Period, except a final decision not to pursue the Campus Discovery, shall be evidence of the University's continued interest in the Campus Discovery. Impending publication or other unique circumstances may motivate a decision sooner than the four-month period.
3. Should a Discoverer fail to cooperate with CU Innovations as determined by the Executive Director of CU Innovations, such noncooperation may result in the Discoverer permanently losing legal protection rights and/or becoming ineligible for the receipt of Net Royalty Receipts and may also result in disciplinary action by the Discoverer's Department Chair, supervisor, or Academic Dean for failure to comply with University policy.

D. Transfer of Rights in a Campus Discovery to the Discoverer(s)

1. CU Innovations has no obligation to pursue protection and commercialization of Campus Discoveries or, having taken steps to pursue protection or commercialization of a Campus Discovery, to continue pursuing protection and commercialization of the Campus Discovery. Should CU Innovations decide not to attempt to protect, further develop, or market a Campus Discovery, then each Discoverer may request that the University assign its rights to the Discoverer to pursue commercialization of the Discovery, subject to any rights of other parties and the terms of the assignment.
2. A Discoverer may submit a written request to CU Innovations stating that they desire the University to transfer all or a subset of its rights in the Discovery to the Discoverer, as allowed by law, APS 1013, subject to rights of sponsors and the right of the University to practice the Discovery for academic use. If there are multiple Discoverers, CU Innovations will contact all of the non-requesting Discoverers to notify them of the request and will work with all of the Discoverers to consider the request.
3. Upon receipt of a written request by the Discoverer, the Principal Technology Transfer Officer will decide, in their sole authority, whether it is willing to transfer to the Discoverer the University's rights to the Discovery (or in the case of multiple Discoverers, the

Principal Technology Transfer Officer will decide whether it is willing to transfer an undivided interest in the whole Discovery to all of the Discoverers, unless directed otherwise in writing by all Discoverers).

4. In the event the University decides to transfer the University's rights to the Discovery, the University will retain a perpetual, fully paid-up, royalty-free license to use the Discovery for research, educational, and service purposes, and to permit other academic institutions and not-for-profit research institutions to do the same, for the legal life of the Discovery. Such release will also be contingent upon the approval by the company or agency that funded the research from which the Discovery was derived. CU Innovations will cooperate with the Discoverer in the Discoverer's attempt to obtain the approval from the company or agency that funded the research.
5. As a condition of the transfer of rights in a Campus Discovery to the Discoverer, Discoverers may be required to reimburse CU Innovations for all Discovery Expenses. Discoverers will also report Net Royalty Receipts on a regular basis and the Discoverer's associated records will be subject to audit. In addition, 10% of Net Royalty Receipts received in any year from any Returned Discovery shall be paid to CU Innovations and shall not be subject to the Distribution of Net Royalty Receipts set forth in Section E below. The transfer of rights in a Campus Discovery to the Discoverer may be subject to additional, reasonable conditions as determined by CU Innovations. Further, any transfer of the University's interests to a Campus Discovery and the Intellectual Property Rights for the Campus Discovery does not include the University's interests in any Tangible Research Property or other research materials or equipment that may have been used in the development of the Campus Discovery or that may be necessary for the practice of the Campus Discovery.
6. Included Persons have the obligation to disclose to CU Innovations Discoveries that are improvements on Returned Discoveries at the time such improvements are conceived or reduced to practice if such improvements are Campus Discoveries under this policy. Furthermore, transfer of rights under this Section D does not apply to improvements.

7. The Discoverers shall not use University resources, personnel, time, facilities, or assets to further develop, protect or commercialize the Returned Discovery.

E. Distribution of Net Royalty Receipts

1. The following allocation methodology applies to the distribution of Net Royalty Receipts received from the commercialization of any Campus Discoveries, unless otherwise agreed to in writing on a case-by-case basis. The terms of such commercialization, including but not limited to the value assigned to the Intellectual Property, shall be decided by CU Innovations, in its sole authority.
2. This Section E does not apply to Strategic University Discovery Revenue; specifically, Strategic University Discovery Revenue received from strategically directed and/or funded initiatives (“Strategic University Discoveries”) as determined by the Chancellor or their designee.
3. With the exception of Strategic University Discoveries, Net Royalty Receipts will be distributed:
 - 30% to the Discoverer(s);
 - 25% to the Discoverer’s department and used at the discretion of the Chair for investment in the departmental research enterprise;
 - 25% to CU Innovations; and
 - 20% to the campus Chancellor.

The 20% distributed pursuant to the above to the Anschutz Medical Campus Chancellor will then be further distributed:

- 50% to the campus Chancellor; and
 - 50% to the relevant dean to be used for investment in the research enterprise of the school.
4. In the event that a Discoverer or anyone from the group of Discoverers is no longer an employee of the University, that Discoverer's personal share of Net Royalty Receipts will continue. Upon the death of a discoverer, their personal share of Net Royalty Receipts will be directed to their heirs or estate.

5. In the event that all Discoverers related to a particular Discovery, including emeriti with active research accounts as determined by the departmental chair, are no longer employed by the University, the 25% share originally designated to the Discoverer's department shall be subject to negotiation between the campus Chancellor and the Discoverer's department and the share to each party shall be based each party's relative investment in the underlying research. If neither party presents a persuasive basis for a disproportionate allocation, the 25% shall be split evenly between the campus Chancellor and the Discoverer's department. Discoverers who have left University employment and thereby forfeited their 25% for support of Discoverers' research will be eligible to reinstate this support upon being re-employed by the University.
6. Distributions from all Discoveries other than Strategic University Discoveries² and software and educational videos protected by copyright³, whether disclosed and licensed on, before, or after the Effective Date, and irrespective of whether the Discovery is subject to a license agreement as of or prior to the Effective Date, will be governed by this Section E.
7. Tangible Research Property that is not altered, enhanced, or incorporated into a Discovery may not be subject to the distribution provisions outlined in this Section E. The determination of whether such property qualifies for exclusion from Section E shall be made at the sole discretion of the Executive Director of CU Innovations. In such cases, a separate distribution arrangement, if any, will be codified in writing.
8. However, the allocation set forth above may be modified in instances of fiscal exigency, when the Anschutz Medical Campus Chancellor may modify the allocation methodology.

²Strategic University Discoveries are not subject to Section E of this campus policy, however the other sections of this campus policy apply to Strategic University Discoveries.

³In cases where software or educational videos are protected by copyright, the 30 percent allotted to the Discoverers personally will be allocated to the Discoverer's department for distribution as it determines reasonable.

9. The above distribution schedule does not apply when it is in conflict with the terms and conditions of an approved third-party grant or contract with the University. In such case, the terms of the approved third-party grant or contract will control.
10. In the case of Net Royalty Receipts obtained for the upfront grant of Intellectual Property rights for a future Discovery, such as may occur under a sponsored research agreement, the personal Discoverer's (s') share will instead be allocated to a University campus account for support of the Discoverer's(s') research.
11. In the case of Net Royalty Receipts received from the commercialization of any Discovery or Discoveries created by more than one University campus, the respective Technology Transfer Offices for such University campuses will agree upon terms for sharing between/among the relevant campuses that takes into consideration the relative contribution between/among the Discoverers and that is consistent with standard agreements for sharing commercialization revenue between/among different campuses.
12. Any disputes that are unable to be resolved through discussions of the Principal Technology Transfer Officer and Interested Parties related to the distribution of Net Royalty Receipts shall be presented to and resolved pursuant to Section I.
13. Discoverers may sign a royalty-sharing agreement that will govern the amounts allocated to each Discoverer from the Net Royalty Receipts. In the absence of such agreement, Net Royalty Receipts amounts allocated to Discoverers will be divided equally among them. However, individual Discoverers may enter into agreements to reallocate such amounts either among themselves or others who contributed to the research upon which the Discovery is based.
 - a. Participants in any apportionment also have the option of assigning their personal share to any account managed by the University. Such agreements must be in writing, signed by all of those affected and submitted to the Principal Technology Transfer Officer.
 - b. For Discoverers who desire to assign their personal share of Net Royalty Receipts to an account managed by the University, the assignment must occur before the first royalty or related

payment is received by the University from the licensee. Discoverer should consult their tax professional before making decisions or arrangements that may have tax consequences.

- c. If CU Innovations is unable to reach a Discoverer or a Discoverer's estate to provide the Discoverer their share of Net Royalty Receipts for a period of twenty-four (24) months, such share of Net Royalty Receipts shall revert to CU Innovations.
 - d. When, in the judgment of the Principal Technology Transfer Officer, a reasonable basis exists for believing that Net Royalty Receipts subject to allocation and distribution under this policy may be required to be changed or otherwise expended, or that others may have a claim to such amounts, e.g. in the case of threatened or pending litigation, the allocation and distribution may be delayed for a reasonable period required for resolution of the matter. Payments made in good faith prior to such a resolution by the University to one or more claimants will fully satisfy any obligations on the part of the University to all claimants for the amounts so paid. Awards, prizes, honoraria, and the like received by individuals primarily as recognition for invention achievement are not considered as Net Royalty Receipts.
14. No Net Royalty Receipts or income will be distributed to a Discoverer until a minimum threshold of \$1,000 has been met.
15. Distributions of Net Royalty Receipts received on or after the Effective Date of this policy from all Campus Discoveries, whether disclosed on, before, or after the Effective Date, and irrespective of whether the Discovery is subject to a license or other commercialization agreement that was executed on or prior to the Effective Date, will be governed by, and such distributions will be made in accordance with, this Section E, with the exception of Net Royalty Receipts that are subject to agreements that were separately executed prior to the Effective Date pertaining to the distribution of Net Royalty Receipts for a particular Campus Discovery(is) or a particular Campus Discoverer(s) that deviated from the University policy effective at the time, and were signed by the then-current Principal Technology Transfer Officer, which distribution will continue to be governed by such agreements.

16. Except for the share allocated to the Discoverer(s) personally, the allocation set forth above may be modified by the campus Chancellor in instances of fiscal exigency.

F. Special Circumstances Related to the Grant of a License to a Start Up Company

1. CU Innovations, in consultation with the Discoverer, will make a determination as to whether the Campus Discovery has the potential to be licensed as the basis of a new company. If such determination is made, the company may receive either a time-limited exclusive option to the Campus Discovery, during which period the company should work to assemble the resources and information necessary for its successor to hold an exclusive license.
2. Decisions about whether or not a potential licensee meets the requirements for a license will be made by the Principal Technology Transfer Officer. The University will have no obligation to cover any deficits or obligations of start-up companies. It is the sole responsibility of the faculty member engaging with a start-up company to abide by the campus conflict of interest policy.

G. Special Circumstances Relating to Equity in Start Ups

1. The Board of Directors of University License Equity Holdings, Inc. and/or the Board of Directors of CU Anschutz Equity Holdings, LLC has discretion to determine when the campus Technology Transfer Office will liquidate equity.

H. Software Discoveries

1. In order to determine whether or not software is within the scope of this policy, Included Persons will disclose all software intended for use outside of the University to CU Innovations. Software generally is covered by copyright protection; however, some software is patentable.
2. If the software is determined by CU Innovations to be patentable, it will be handled as patentable Intellectual Property under the scope of this policy.
3. If the disclosed software is determined by CU Innovations as not patentable or inappropriate for patenting, CU Innovations may either: (1) legally secure the software through copyright and market

it to potential licensees, (2) distribute the software through open source licensing, or (3) assign the Campus Discovery in the software to the Discoverer under the terms of this policy. If the open source licensing is chosen, the Discoverer will work with CU Innovations to ensure that no other parties claim rights to the software, no conflicts of interest would result from the open source license, and the appropriate type of open source license and disclaimer is being utilized in the software distribution.

4. CU Innovations will use its commercially reasonable efforts to determine these issues and recommend a course of action for disposition of software to the Discoverer in a timely manner.

I. Dispute Resolution

1. Discoverers may appeal any decisions made by CU Innovations regarding Intellectual Property to the Associate Vice Chancellor of Biotechnology or their designee. That decision may be appealed by request to the Chancellor or their designee. The Chancellor or their designee may refuse such requests. All decisions made by the Chancellor or their designee shall be final.

J. Definitions

"Campus Discovery(ices)" means a University Discovery made by Included Persons that are assigned to a specific campus. Campus Discoveries include Strategic University Discoveries except that the split of Net Royalty Receipts related to a Strategic University Discovery is determined on a case-by-case basis and not by the Anschutz Medical Campus IP Policy.

"Delegated Authority" means the approval granted by the campus Chancellor to a campus employee to execute agreements.

"Discovery" or "Discoveries" means any inventive idea and/or its reduction to practice that relates to, but is not limited to: new processes or methods of producing a new and useful industrial result; any composition of matter, including chemical and biological compounds and research materials; any new devices; any new plant; any new design in connection with the production or manufacture of an article; any new computer hardware and/or software programs; any clinical protocol or

survey instrument; any new use or improvement of existing systems, processes, or methods of producing a new and useful industrial result, devices, compositions of matter, or software programs; and any know-how and data supporting these inventive ideas. Discovery may also include Tangible Research Property.

"Discoverer" or "Discoverers" means any individual or group of individuals who are the inventors or creators of a Discovery.

"Discovery Disclosure" means the confidential document provided to the Technology Transfer Office by a Discoverer which specifies the nature of the Discovery and which may include information useful to assess University ownership, patentability, technical feasibility and commercial viability of the Discovery.

"Discovery Expenses" means all documented, unreimbursed expenditures incurred by the University for any Discovery, including but not limited to:

- to engage third parties to analyze, prepare, determine inventorship/authorship, file, register, record, prosecute, issue, maintain, assess value, and litigate, including defending in litigation or an administrative proceeding, Intellectual Property for a Discovery or any other issue relating to University Discoveries;
- for obtaining searches and opinions and otherwise in connection with marketing, licensing, enforcing, administering contractual obligations, and collecting license income for, a Discovery or related Intellectual Property;
- for amounts owed to joint owners of a Discovery under Discovery management agreements or inter-institutional agreements; and
- any award funded and provided by a relevant Technology Transfer Office or supported program to advance commercialization of that Discovery.
- any unreimbursed grant funding that is required to be repaid by the grant agreement.

Discovery Expenses does not include any compensation to University employees.

"Included Persons" means all faculty members and other employees of the University, including individuals receiving salaries, research stipends, fellowships or other remuneration from the University, part-time employees, student employees, University employees on sabbatical who receive remuneration from the University, and employees on a paid leave of absence. Included Persons also includes University volunteers, students, and visitors who make Substantial Use of University Resources, and Visiting Scholars.

"Intellectual Property" means any legal protection that exists and/or is or may be sought for any Discovery. For example, Intellectual Property may include, but is not limited to, a Patent, Copyright, Mask Work, Trademark, Service Mark, Trade Secret, proprietary and confidential information, and other forms of intellectual property legally recognized now or in the future.

"Net Royalty Receipts" means all financial consideration received by the relevant campus Technology Transfer Office or its agent from the transfer, license, assignment, or sale development, or commercial exploitation of a University Discovery, the Intellectual Property for a University Discovery, and/or a product/service/asset embodying a University Discovery less all unreimbursed Discovery Expenses for the Discovery or Discoveries (including Intellectual Property for the University Discovery) that generated such financial consideration. For clarity, proceeds from an investment by the University into a company, including through an investment fund, using or exploiting one or more University Discoveries are not Net Royalty Receipts.

"Patent," "Copyright," "Mask Work," "Trade Secret," "Trademark" and "Service Mark" have the meanings attributed to those terms by U.S. statutes, regulations, and case law.

"Principal Technology Transfer Officer" means the University officer for each University campus delegated the responsibility by the campus to perform such duties and responsibilities as the University and the campus may prescribe for the purposes of effecting Regent Policy 5.I, APS 1013, and the campus policy.

"Returned Discovery" or "Returned Discoveries" refers to a Campus Discovery for which the University, via CU Innovations, has determined it will not pursue or will cease to pursue protection and

commercialization. Subsequent to this determination, and upon a formal written request from the Discoverer(s), the University may assign its rights in the Discovery to the Discoverer(s), subject to the terms and conditions outlined in the policy. The decision to transfer these rights rests within the sole authority of the Executive Director of CU Innovations.

"Sponsored Program" means a research, instruction, or service activity that has been or is financially supported, authorized, administered, or managed by the University.

"Strategic University Discoveries" mean Campus Discoveries developed by an Included Person as a result of any strategically directed and/or funded campus-level initiative as determined by the Chancellor or their designee.

"Strategic University Discovery Revenue" means the financial consideration returned by an investment in a Strategic University Discovery, excluding Net Royalty Receipts.

"Substantial Use of University Resources" means use of University administered funds, Sponsored Programs, facilities, research equipment, including software, research space or other physical assets that goes above and beyond those customarily and currently provided to Included Persons in accordance with their University position as an employee, student, or volunteer. A Visiting Scholar or any other visitor makes Substantial Use of University Resources by using any University administered funds, Sponsored Programs, facilities, research equipment, including software, research space, or other physical assets. For purposes of this policy, offices, office equipment, library access, desktop and laptop computers, photocopy equipment, telephone, servers, and fax machines that are customarily provided, are excluded from Substantial Use of University Resources. Use of University resources as permitted under a separately executed facilities use agreement will not be considered Substantial Use of University Resources. (This provision is not intended to override any other University policy concerning reimbursement for facilities or equipment usage.)

"Tangible Research Property" means a tangible physical or biological entity that is, or may be, useful in research. Examples include models,

devices, designs, avatars, computer software, storage media containing machine instructions, text, tissues, serum, fluids, organs, cell lines, antibodies, recombinant materials, chemical compounds and compositions, formulations, plant varieties, laboratory notebooks, clinical information, records and data.

"Technology Transfer Office" means the University campus units responsible for securing, protecting, marketing, licensing and managing University Discoveries.

"University Discoveries" means Discoveries made:

- with the Substantial Use of University Resources; and/or
- in fulfillment of an Included Person's Work Responsibilities.

A Discovery made by an Included Person in connection with consulting or other third-party contractual arrangements is a University Discovery if it meets the above criteria.

"Visiting Scholar" means a person who has been granted access to University administered funds, Sponsored Programs, facilities, research equipment, including software, research space or other physical assets pursuant to an appropriately executed Visiting Scholar Agreement.

"Visiting Scholar Agreement" means a separately executed written agreement between a person or that person's home institution and University permitting Substantial Use of University Resources, which agreement includes intellectual property provisions approved by the appropriate Principal Technology Transfer Officer.

"Work Responsibilities" means any work, including third party employment such as consulting activity, that is related to an Included Person's activities or field of expertise at the University as evidenced by their research focus, or as otherwise articulated in a faculty member's professional plan or an employee's position description.

Notes

1. History

- January 14, 2014: Adopted; Approved by the Associate Vice Chancellor for Finance and Administration
- March 17, 2023: Revised
- November 15, 2025: Revised

2. Cross References/Appendix:

- [Regent Policy 5.I: Intellectual Property on Discoveries and Patents for their Protection and Commercialization](#)
- [University of Colorado Administrative Policy Statement 1013: Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization](#)

3. Responsible/Reviewing Offices:

- Executive Vice Chancellor for Administration & Finance
- Vice Chancellor for Innovation and Biotechnology
- Vice Chancellor for Financial Services & Controller