


<p><b>Name of Policy:</b> Intellectual Property Policy</p> <p><b>Policy Number:</b></p> <p><b>Issuing Authority:</b> SUS Board of Supervisors</p> <p><b>Effective Date:</b> 07/30/05</p> <p><b>Revision Date:</b> 03/25/10</p>	 <p><b>SOUTHERN UNIVERSITY SYSTEM POLICIES AND PROCEDURES</b></p>
<p><input type="checkbox"/> <b>New Policy Proposal</b></p> <p><input checked="" type="checkbox"/> <b>Major revision of existing policy</b></p>	<p><input type="checkbox"/> <b>Minor revision to existing policy</b></p> <p><input type="checkbox"/> <b>Reaffirmation of existing policy</b></p>

## I. Policy Statement

The Southern University System's Intellectual Property Policy provides guidance on policies governing inventions, copyrights, trademarks and other intellectual property arising from sponsored research programs.

## II. Preamble

The Southern University System's (hereinafter referred to as the "SUS") policy governing the ownership and disposition of intellectual property which includes, but is not limited to, inventions, copyrights (including computer software), trademarks, and tangible research property such as biological materials is based on the following principles.

First, the policy is designed to encourage the viewpoint that ideas or creative works produced by the SUS should be used in ways that are meaningful to the public interest. This may be accomplished through widespread dissemination. Thus, dissemination and use of ideas and creativity should be encouraged throughout the SUS community. In other circumstances, the public may benefit from a stronger application of legal protection to the innovations and creative works of inventors and authors so that they may be developed into useful products. Although this policy recognizes that public benefit should be placed before financial gain, it is appropriate and often desirable for the SUS and inventors and authors to benefit financially from the use of a particular invention or creative work. In deciding how to proceed in regards to a particular invention or creative work covered by this policy, the SUS will consider the benefits and consequences to the public and the institution, as well as for individual inventors and authors.

Second, the policy is designed to protect the traditional rights of scholars with respect to the products of their intellectual endeavors. For instance, the policy should not interfere with the rights of a scholar to publish a book or an article. Where the SUS takes ownership or control over scholarly works, it will consult with authors on their plans for publication.

Third, where financial or other support in terms of facilities, equipment or staff for development of intellectual property has been provided or administered by or through the SUS, this institution may have outside contractual commitments which must be recognized or may have made financial investments for which reimbursement through commercial application is appropriate.

The SUS also has a compelling interest in ensuring that its name and insignias are properly used, especially when the use of its name or insignia implies an association with the institution. Such use must be accurate and appropriate, and must ensure that the institution receives a fair share of any commercial fruits from the use of its name.

The following policy is applicable to all full and part-time faculty, staff and employees, students, postdoctoral fellows and non-employees who use SUS funds, facilities or other resources, or participate in SUS-administered research, including visiting faculty, industrial personnel and fellows, regardless of their obligations to other companies or institutions.

And finally, from time to time, it may be in the best interest of the SUS to enter into agreements with third parties that are exceptions to the policies reflected in this document and the persons covered by this policy.

### **III. Objectives**

The Southern University System's Intellectual Property Policy provides the following objectives for its five (5) campuses as they develop and implement their intellectual property policies in compliance with applicable state and federal guidelines:

- To encourage research and scholarship as creative academic endeavors while recognizing that commercially valuable intellectual property may result from such endeavors;
- To delineate procedures that encourage creators to report discoveries with broad commercial potential and public benefit and to assist them, while at the same time safeguarding the interests of all concerned parties;
- To make intellectual property developed in the course of academic research available to the public under conditions that will promote its effective and timely use and development;

- To optimize the environment and incentives for research and scholarly activity and for the creation of new knowledge throughout the University System; and
- To ensure that the educational mission of the SUS and its five (5) campuses is reinforced.

#### IV. Definitions

The following definitions shall apply throughout the Southern University System's Intellectual Property Policy:

- A. Computer Software**—shall include one or more computer programs existing in any form or any associated operational procedures, manuals, or other documentation, whether protectable or protected by patent or copyright.
- B. Confidentiality Agreement**—an agreement that outlines the terms under which proprietary information will be exchanged between two parties.
- C. Conflict of Interest**—occurs whenever two or more goals or ends might not be advanced simultaneously, placing them in potential competition with each other.
- D. Contract**—is a legally binding mutual agreement between two or more parties in which an exchange of value (consideration) occurs, and which obligates each party to certain duties covering this exchange. Those signing such an agreement must be authorized to bind the entity that they represent.
- E. Copyright**—is the intangible property right granted by federal statute for an original work fixed in a tangible form of expression. Copyright provides the owner with the following exclusive rights in a work: to reproduce, to prepare derivative works, to distribute by sale or otherwise, to perform publicly, and to display publicly.
- F. Copyrighted Materials**—include, but are not limited to, the following: books, periodicals, lectures, dramatic compositions, musical compositions, maps, works of art, drawings or plastic works of a scientific or technical character, computer programs, programmed instructional material, photographs, pictorial illustrations,

motion pictures and video tapes, and audio recordings. Copyright protection does not extend to an idea, process, concept or discovery but only to the work in which it may be embodied, illustrated or explained.

- G. Creator**—shall be defined as an individual or group of individuals who make, conceive, reduce or practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. This term shall include, but not be limited to, faculty, professional staff, administrative and support staff, and students. “Creator” shall also include the definition of “inventor “ as used in the U.S. patent law and the definition of “author” as used in the U.S. Copyright Act.
- H. Direct Expenses**—costs associated with the protection and licensing of Intellectual Property.
- I. Employee**—includes, but are not limited to, faculty as defined in this policy, full-time and part-time classified and unclassified staff, student employees, appointed personnel, graduate assistants and associates, persons with “no salary” appointments. An employee shall also include visiting faculty, persons on leave, and academic professionals, such as post-doctoral persons, who develop Intellectual Property using SUS resources and facilities unless there is an agreement providing otherwise. Persons who are not otherwise SUS employees and who come to the institution as guest lecturers, or to teach colloquia, seminars or short courses are not SUS employees for purposes of this policy to the extent of their teaching and classroom activities.
- J. Faculty**—means all employees who meet the definition of “faculty members” contained in the most version of the faculty handbooks issued by respective campuses. This designation also includes instructors and special faculty appointments such as joint faculty members and part-time faculty.
- K. Five (5) Campuses**—refers to the Southern University System which includes the following campuses: Southern University and A & M College at Baton Rouge (SUBR); Southern University at New Orleans (SUNO); Southern

University at Shreveport, Louisiana (SUSLA); Southern University Law Center (SULC); and the Southern University Agricultural Research and Extension Center (SUAREC).

- L. **Gross Income**—are funds obtained from the commercialization of technology under a License Agreement. Gross Income may include license fees, milestone payments, minimum annual royalties, earned or running royalties, equity, equipment, or reimbursement of patent expenses and fees. It does not include research support in a mixed purpose Research Contract/License Agreement.
- M. **Institutional Resources**—shall include such support as office space, library facilities, ordinary access to computers and networks, or salary and shall be described in this policy as either “incidental” or “significant”. The phrase does not include use of students or employees as support staff to develop the work, or substantial use of specialized or unique facilities and equipment, or other special subventions provided by the institution unless approved as an exception.
- N. **Institutional Work**—except as otherwise provided in this policy, the SUS shall own all copyright to works made by SUS employees in the course and scope of their employment and shall own all copyrights to works made with the use of institutional resources.
- O. **Intellectual Property**—shall be defined as inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data, and other creative or artistic works which have value. Intellectual property includes that which is protected by statute or legislation, such as patents, copyrights, trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research.
- P. **Invention**—an invention is any new or useful process or discovery, art, method, technique, machine, device manufacture, software, composition of matter or improvement thereof.
- Q. **Inventor**—any employee or individual associated with the SUS who is the originator(s) of an Intellectual Property.

- R. License**—is a contract which awards to a party other than the owner(s) of the Intellectual Property the right to make, use, sell or import products or services based on the owner's Intellectual Property. Licenses may be awarded on an exclusive or non-exclusive basis and may provide for payment of license fees, milestone fees, royalties, equity, or other income to the owner(s) of the Intellectual Property.
- S. Mask Work**—is a series of related images, however fixed or encoded, having or representing the predetermined, three dimensional pattern of metallic, insulating, or semiconductor material presented or removed from layers of a semiconductor chip product; and in which series the relation of the images to each other has the pattern of the surface of one form of the semiconductor chip product .(See: 17 U.S.C. Section 901, et seq.)
- T. Originator**—one who produces a work by his or her own intellectual labor. When there is more than one originator, the ownership of each originator's contribution shall be considered separately pursuant to this policy.
- U. Patent**—a form of protection provided by the laws of the United States (through a grant of "letters patent") for a term of years giving an inventor the right to exclude all others from making, using, or selling his or her invention within the United States, its territories and possessions. A patent may be granted to the inventor or discoverer of any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or any distinct and new variety of plant, (other than a tuberpropagate plant) or any new, original, and ornamental design for an article of manufacture.
- V. Royalties**—all compensation of whatever kind received from the sale, license, or other transfer of Intellectual Property right by the SUS to a third party. This includes, but is not limited to, percentage payments, up-front fees, milestone fees, shares of stock, and any other financial or in-kind consideration.
- W. Sponsor**—an organization or agency which provides funding, equipment, or other support to the SUS to carry out a specified project in research, training or public service pursuant to a written agreement. Sponsors include federal, state, local and other government entities as well as private industry, educational institutions, and private foundations.

- X. **Sponsored Research Agreement**—a contract, grant, cooperative agreement, or other funded research instruments between the SUS and a sponsoring organization that sets the terms and conditions for the conduct of a faculty or student research or training project. A Sponsored Research Agreement typically includes a description of the work to be performed, the terms of payment, ownership of Intellectual Property, publication rights, and other legal assurances.
- Y. **Trademark**—any word, name, symbol, or device, or any combination thereof adopted and used by persons in commerce to identify their goods and distinguish them from those manufactured or sold by others.
- Z. **University Resources**—all tangible resources, including facilities, provided by the SUS to authors, creators, and inventors, (originators) including, but not limited to, office laboratory, studio space and equipment, computer hardware, software, and support, secretarial service, research, teaching, and laboratory, assistants, supplies, utilities, funding for research and teaching activities, travel, and other funding or reimbursement. University Resources do not include salary, insurance, or retirement plan contributions paid to, or for the benefit of the author, creator or inventor.

**V. Ownership Rights of Intellectual Property**

- A. **Copyrights:** Except as provided below, copyrightable works authored by a member of the SUS faculty shall be presumed to be owned by that faculty member. Such works may be registered, sold and licensed by the author without permission or payment to the SUS. Works authored by non-faculty employees, however, shall be presumed to be “works for hire” as described below.

1. SUS Assertion of Ownership Rights to Copyrightable Works

- a. Works created pursuant to agreements with governmental or private entities shall be governed according to such agreements. Where the agreement does not specify the disposition of the work, or refers to

disposition pursuant to SUS policy, such work shall be considered subject to a claim of ownership by the SUS.

- b. "Works for hire" shall be considered the property of the SUS. Works for hire as defined in the Copyright Act of 1976, as amended, and generally arise in the following situations where:
  - i. The author is an employee of the SUS and the creation of the copyrightable work is within the scope of the author's employment.

The SUS specifically commissions a work from a faculty or staff member. Agreements for such works should generally be in writing and executed prior to commencement of the work.

- c. The creation of the copyrightable work involves substantial SUS resources as determined by the Intellectual Property Committee. The use of SUS libraries, classrooms, office space, word processors or other minor uses of SUS computers shall not, by themselves, be considered use of substantial SUS resources.

## 2. Student Works

- a. Ownership of copyrights to works produced by enrolled students that are produced outside any SUS employment and are not sponsored or commissioned works, shall reside with the student creator(s). In all cases a student's graduate thesis or dissertation shall be deemed a student work under this policy, but as a condition of enrollment and awarding a degree, the SUS reserves an irrevocable, non-exclusive, free-of-cost and world-wide right to reproduce in any media and distribute to the public, on a non-commercial basis, copies of said theses and dissertations, unless to do so would impair the ability of the creator to commercially or professionally exploit the work.



- b. If a use of the work by the SUS is reasonably determined by the originator to impair the exercise of such rights, the SUS shall discontinue the impeding use but otherwise shall remain free to use the work.

### 3. Software

- a. Software is a form of Intellectual Property covered by this policy. It differs considerably from inventions due to the fact that software may be copyrighted. Some software can also be the subject of a patent. This option may provide broader protection for the Intellectual Property, but at a greater expense.

**B. Patents:** In general, patentable works created by SUS employees while employed by this institution shall be presumed to be subject to a claim of ownership by the SUS. Patentable works shall not be subject to ownership claims by the SUS, except where the creation of the work involves the use of substantial SUS resources, as determined by the Intellectual Property Committee. The use of SUS libraries, classrooms, office space, word processors or other minor uses of SUS computers shall not, by themselves, be considered use of substantial SUS resources.

#### 1. Sponsored Efforts

- a. Sponsored project agreements often contain specific provisions with respect to ownership of Intellectual Property developed during the course of such work, in which case the terms of the sponsored project agreement shall establish ownership.
- b. The SUS may enter into a contract or contracts with an external sponsor covering specific inventions or discoveries believed to be patentable and patents developed therefrom or covering all such inventions/discoveries in which the SUS has an interest.

**C. Trade and Service Marks:** In general, trade and service marks created by a member of the faculty shall be presumed to be owned by the faculty member. Such marks may be registered, licensed or sold without permission or payment to the SUS. (Marks created by non-faculty employees, however, shall be presumed to be “works for hire”).

1. SUS Assertion of Ownership Rights to Service or Trademarks

- a. Works created pursuant to agreements with governmental or private entities shall be governed according to such agreements. Where the agreement does not specify the disposition of the works, or refers the disposition to SUS policy, such works shall be considered the property of the SUS.
- b. “Works for hire” shall be considered the property of the SUS. Works for hire generally arise in the following situations.
  - i. The creator of the trade or service mark is a non-faculty employee and the creation of the work is within the scope of the creator’s employment.
  - ii. The SUS specifically commissions a work from an employee. Agreements for such works should generally be writing and executed prior to commencement of the work.
- c. The creation of the work involves substantial SUS resources as determined by the Intellectual Property Committee. The use of SUS libraries, classrooms, office space, word processors or other minor uses of SUS computers shall not, by themselves, be considered the use of substantial SUS resources.

**VI. Individual Efforts:** Ownership of Intellectual Property developed by faculty, staff or students of the SUS as a result of their individual efforts shall reside with the creator and inventor of such Intellectual Property provided that:

- A.** Use of resources is limited to use of common resources such as the libraries, office, desktop computer and SUS computer infrastructure,

secretarial staff and supplies, afforded to other faculty or employees of equal rank;

- B.** The Intellectual Property was not developed in accordance with the terms of a sponsored project agreement; and
- C.** Faculty, staff or students did not develop the Intellectual Property using substantial resources not commonly available to others of equal rank.

It shall be the responsibility of the originator of the Intellectual Property to demonstrate that this ownership classification is applicable.

## **VII. Consulting**

- A.** An employee who anticipates engaging in off-campus consulting shall inform the appropriate dean and department chair in writing prior to commencing the endeavors. The employee must communicate the scope of such off-campus endeavors to the dean and chair from whom the approval is requested. These activities include: independent off campus research, or consultation and other related activities in which a third party may claim an ownership interest.
- B.** Employees of the SUS engaging in consulting agreements or otherwise employed by an external company shall ensure that the company is either anticipating or has executed a license agreement with the SUS. The consulting or other agreement shall be submitted to the university President, Chancellor, Vice Chancellor for Academic Affairs, Dean and Chair of the unit to which the consultant reports routinely.
- C.** The SUS does not ordinarily assert ownership to Intellectual Property produced by those involved with consulting. In cases where use of SUS resources occurs to support the consulting activity, there should be negotiation between the consultant and the SUS campus Chancellor, Vice Chancellor, Vice Chancellor for Academic Affairs, Dean and Chair of the unit or units wherein the resources are housed to determine disposition of the Intellectual Property.

**VIII. Jointly Originated Works**

Collaboration between SUS employees or students and persons not employed or associated with the SUS, including researchers at other universities or companies, can result in the development of Intellectual Property jointly owned by the SUS and other persons or their employers. Protection and commercialization of such joint Intellectual Property can be difficult without extensive cooperation and agreement among the owners. SUS employees involved in or contemplating collaborative activities that may result in the development of Intellectual Property will advise the SUS of such activities. Ownership of jointly originated works shall be determined by separately assessing the category and level of work of each originator as provided for in this policy and Intellectual Property laws.

**IX. Other Intellectual Property**

- A. The SUS owns all other forms of Intellectual Property arising from SUS research, including trademarks, and know-how unless the know-how is related to Intellectual Property otherwise not owned by the SUS.
- B. Other Intellectual Property may exist in the form of material that is not patentable, but which by its nature can be protected. An example of this would be anything produced from a biological material harvested from a unique continually growing culture. This type of Intellectual Property may be protected and licensing agreements with parties interested in commercial production may generate revenue. This type of Intellectual Property is to be treated by its originator and the SUS in the same fashion as described for the management of Intellectual Property as contained in this policy.

**X. Distribution of Income from Intellectual Property**

- A. In the event that royalties are generated by Intellectual Property rights assigned or licensed to the institution, an appropriate share of such royalties shall be paid to the creator. The institution may recover its costs before the certain conditions apply. The creator's share shall be determined by the following:

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1. In cases where the institution or creator, as the case may be, assigns such Intellectual Property rights to a research corporation under contract to an institution or to the System, the share of royalties to be paid to the creator shall be governed by the terms of the contract between the institution or System and the research corporation.
2. In cases where the Intellectual Property is covered by a contractual agreement with a sponsoring agency, the financial arrangements shall be in accordance with the contractual agreement as negotiated between the institution and the contracting agency.
3. In cases of sponsorship by federal agencies, compliance with the appropriate federal regulations shall be effected in the ultimate agreement.
4. In cases where the institution retains ownership of an Intellectual Property from a creator or creators, and/or expends funds to develop and market the Intellectual Property, any royalties generated will be used first to cover the expenses of filing, procuring, maintaining, and marketing the Intellectual Property. Forty percent (40%) of the net royalties will be paid to the creator, and sixty percent (60%) will be retained by the institution from which the Intellectual property originated.
5. Net royalties on Intellectual Property available to institutions shall be used for research, development, and other scholarly activities and allocated one hundred percent (100%) to the institution where the intellectual property originated.
6. In instances where the institution chooses not to retain ownership of the Intellectual property, the creator shall obtain permission from the institution's President, or his or her designee, before associating the institution's name, logo, etc., with the Intellectual Property.
7. The System Board may approve exceptions to the established distribution in extraordinary circumstances.

## **XI. Management of Intellectual Property**

### **A. Acknowledgement of Institutional Impact and Authority**

The SUS recognizes that the evaluation of inventions and discoveries and that the administration, development, and processing of patents and licensable inventions involve substantial time and expense and require special talents and experience. Therefore the SUS leaves to the individual campuses under its governance the task of establishing an organizational structure for the administration of Intellectual Property appropriate to its campus activities. The Chancellor of each campus has the ultimate authority for the stewardship of Intellectual Property developed at the respective campus. Each campus is responsible for establishing operational guidelines and procedures for the administration of Intellectual Property consistent with this policy and including, but not limited to, determination of ownership, assignment, protection, licensing, marketing, maintenance of records, oversight of revenue or equity collection and distribution, and resolution of disputes among creators and/or unit executive officers.

### **B. Campus Administration**

Each campus shall establish a committee which has responsibility for administering SUS policies regarding Intellectual Property as defined herein. The Intellectual Property Committee shall encourage research and scholarly activity, review and recommend to the President, or a designated entity changes in procedures, resolve questions of Intellectual Property ownership, and make such recommendations as are deemed appropriate to encourage disclosures and ensure prompt and effective handling, evaluation, and prosecution of Intellectual Property opportunities and to protect the interests of the SUS, its campuses and the public.

#### **1. Intellectual Property Committee—Composition and Duties**

- a. Each campus shall establish an Intellectual Property Committee of which no less than one-third ( $\frac{1}{3}$ ) shall be appointed by the Faculty Senate.

- b. This Intellectual Property Committee shall comprise members of constituents groups such as the faculty, students, and administration deemed acceptable and appropriate by the campus whose credentials are germane to the Committee's purposes. This Committee shall be charged by the Chancellor to address any issues concerning the proper interpretation of this policy and to resolve any disputes between creators and the campus concerning ownership of works and what constitutes substantial use of SUS resources. Members of the SUS community may obtain advice from this Committee. The creator of a work may appeal the decision of the Committee to the SUS Board of Supervisors through the SUS President. The decision of the Board of Supervisors shall be final. Decisions of the Committee and the President will be public available.
  
- c. In order to ensure continuity of the activities of all Intellectual Property Committees of the five (5) campuses, individual members thereof shall be appointed initially for varying terms of service, provided that any member may be reappointed upon the expiration of his or her term of service. Vacancies occurring on the committee, whether by reason of expiration of a term of service, resignation, death, retirement, or otherwise shall be filled by appointments made by the Chancellor and Faculty Senate.

### **C. Disclosure of Intellectual Property**

All faculty, staff, students and employees of the SUS who, during their associations with this institution, develop or originate any Intellectual Property whether or not on SUS time or with SUS facilities, shall cooperate with the institution in defining the rights to such properties by promptly reporting to the Intellectual Property Committee. This disclosure obligation shall apply to all works where there is a reasonable basis for the

assertion of SUS ownership. The information included in such disclosure is confidential and should not be revealed to others until reviewed by the Intellectual Property Committee. The disclosure should be in the form of a written report and should identify the contract, if any, under which the invention was made and the inventor(s).

The disclosure should also identify any publication or sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure, the Inventor will promptly notify the Intellectual Property Committee of the acceptance of any manuscript describing the invention for publication or of any sale or public use planned by the seller.

#### **D. Protection, Development and Exploitation of Intellectual Property**

After evaluation of the Intellectual Property and review of applicable contractual commitments, the SUS may develop the property through licensing, may release it to the sponsor of the research under which it was made (if contractually obligated to do so), may release it to the creator if permitted by law, or may take such other actions as are determined to be in the public interest. Exploitation by the SUS may or may not involve statutory protection of the Intellectual Property rights, such as filing for patent protection, registering the copyright, or securing plant variety certification.

In respect to Intellectual Property not owned by the SUS, or owned by it but not retained by it, or owned and retained but subsequently abandoned by it, the SUS may assist the individual creator in taking at his or her own expense, the measures necessary for the protection, exploitation and development of the property.

##### **1. Abandonment of Intellectual Property**

Should the SUS decide to abandon development or protection of SUS owned Intellectual Property, ownership may be assigned to the creator as allowed by law subject to the rights of sponsors and to the retention of a license to practice for institutional purposes. The minimum terms for such license shall grant the institution the right to use the Intellectual Property in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The SUS may retain more than the minimum license rights, and the assignment or license may be subject to additional terms and



conditions, such as revenue sharing with the institution or reimbursement of the costs of statutory protection, when justified by the circumstances of development.

**E. Commercialization by Creator**

The SUS may, at its discretion and consistent with the public interest, license Intellectual Property to the creator on an exclusive or non-exclusive basis. The creator must demonstrate technical and business capability to commercialize the Intellectual Property. Agreements with creators will be subject to review and approval of conflict-of-interest issues in accordance with applicable policy.

**XII. Dispute Resolution**

**A. General Provisions**

1. The designated campus representative or designee shall attempt to resolve any claim, dispute or controversy involving the right to any type of Intellectual Property originating at that campus. Any dispute that cannot be settled through informal discussion shall be submitted to the Intellectual Property Committee (IPC) which will investigate the dispute and make a determination as to the rights of the parties.
2. Following a determination by the Intellectual Property Committee (IPC), a party interested in the assignment of rights may seek a review by submitting a written notification of appeal which is forwarded to the SUS Executive Counsel. Counsel shall review the determination of the IPC to establish whether the determination is in contradiction with written policy, or is otherwise flawed or unsubstantiated. If this review finds that the determination of the IPC is in contradiction to written policy, or is otherwise flawed or unsubstantiated, the matter may be referred for a judicial hearing before the respective campus Chancellor, Executive Counsel, chairperson of the IPC, the aggrieved individual and his/her legal representative and any other person who can offer "expert testimony" or contribute significantly to the procedure. The aggrieved individual and his/her legal representative may appeal the decision of the IPC to the SUS Board of Supervisors through the President. The decision of the SUS Board of Supervisors shall be final and binding upon all parties.
3. IPC members or administrators who are directly involved with the Intellectual Property in question must withdraw from the Committee at such times as necessary to avoid conflicts of interest.