Policy Title: Confidential Information and Intellectual Property

Policy Number: PS 12

Purpose of Policy: Bellevue University has the responsibility to protect its proprietary knowledge, trade secrets and copyrights in order to ensure its competitive position in the higher education market. The University has unique and distinctive programs and practices that are protected by this "Confidential Information and Intellectual Property" Policy Statement. All employees will be responsible for maintaining the confidentiality of Bellevue University's Confidential Information and Intellectual Property as described in this policy.

Applies to: All Employees

Policy Statement:

1. **Confidential Information:** During the course of employment with the University an employee may be or have already been provided with, or otherwise may come into possession of, or be given access to, certain intellectual property or confidential information of the University. Confidential information (Intellectual Property) includes, but is not limited to, documentation, software (including but not limited to source and object form, screen displays and formats, program structure, sequence and organization, and audio-visual elements of such software, listings thereof and documentation related thereto), trade secrets, financial and accounting data, personnel information, data processing and communications information, technical data, know-how regarding the business of the University, its services, and the method and manner of delivering those services, inventions, technological innovations, discoveries, designs, formulae, processes, patents, trademarks, service marks, copyrights, ideas, creations, improvements to all such property, and all recorded material defining, describing or illustrating all such property, whether written or not, and whether stored in plain or in code form that relate to, or comprise, University proprietary knowledge or trade secrets, (hereinafter collectively referred to as "Confidential Information").

Confidential Information is an asset of the University which has substantial value to the University in the conduct of its business. The University considers its Confidential Information to constitute trade secrets as contemplated by the Nebraska Trade Secrets Act and any other applicable law affording the University protection of its trade secrets.

2. **Nondisclosure:** An employee will not at any time, either during or after employment with the University, in any way disclose to anyone or use for any purpose any Confidential Information of the University, whether or not such Confidential Information is embodied in writing or some
other physical form, except as specifically required in the proper performance of the duties of employment with the University or as expressly authorized by the University.

3. **Copying and Removal**: An employee will not at any time, either during or after employment with the University, copy or otherwise reproduce any written, magnetic media, or other documents, records, or materials of the University containing or constituting Confidential Information of the University, or remove any of such written, magnetic media or other documents, records, or materials, or any copies thereof, from the premises of the University, or use any of such written, magnetic media, or other documents, records, or materials other than in an authorized manner exclusively for the benefit of the University.

4. **Electronic Mail**: The electronic communications system (e-mail) is University property. E-mail may be monitored by the University. E-mail is part of the communications information of the University and is included under confidential information as defined in Section 1 above.

5. **Exclusions**: For purposes of this Agreement, Confidential Information does not include any information or data known generally to the public (other than as a result of unauthorized disclosure).

6. **New Developments/Work Made for Hire**: As used herein, the term "Intellectual Property" shall include any inventions, technological innovations, discoveries, designs, formulae, know-how, processes, patents, trademarks, service marks, copyrights, computer software, ideas, creations, or improvements.

   Right, title and interest of Intellectual Property arising from aesthetic, scholarly, or other work developed through independent efforts and not part of a directed University assignment shall reside with the originator. The right to any work that is prepared outside the scope of employment and/or without the use of University resources by an employee shall be the property of the employee.

   Right, title, and interest of Intellectual Property invested, created, written, developed, furnished, produced or disclosed by or to an employee as a result of directed University assignment shall be the exclusive property of the University. In those cases where the University and the employee may enter into a shared ownership of Intellectual Property, it is the responsibility of the employee to notify the University of a possible joint possession prior to the creation of the property itself. Upon notification and acceptance of the employee's joint ownership, the University will negotiate the terms of the ownership with the employee.

   The foregoing obligations apply both during time of employment with the University and the three (3) year period thereafter.

7. **No Abandonment or Waiver**: The University may, at its sole discretion and at its own expense, determine whether to secure legal protection for or develop its Confidential Information. The University shall not be obligated hereunder to file or take any other action to protect its Confidential Information from infringement or copying by an employee or any other person or entity and any failure to take such actions shall not be constructed as an abandonment or other
relinquishment of the University's right to its Confidential Information or as a waiver hereunder. The filing or prosecution of any patent applications or patents issued, copyright applications or registrations, trademark or service mark applications or registrations, or the maintenance of any other action to protect any Confidential Information shall be within the exclusive discretion and under the sole control of the University, and shall be solely at the University's expense. Any amount recovered thereby shall belong to the University.

8. Remedies: By reason of the sensitive nature of the Confidential Information of the University referred to in this Agreement, in addition to recovery of damages and any other legal relief to which the University may be entitled in the event of an employee's violation of this Agreement, the University shall be entitled to any and all remedies available under any and all international, federal and state laws which are, or may be, applicable. In addition to any remedies at law or allowed by statute, the University shall be entitled to equitable relief, including, but not limited to, the right to obtain such injunctive relief from a court of competent jurisdiction as may be necessary to protect the interests of the University in such Confidential Information and as may be necessary to specifically enforce my obligations hereunder.

Supporting Documentation: Employee Handbook, Faculty Handbook, Employee Authorization for Teaching or Contract Services Form

Keywords: employees, staff, faculty, confidential information, intellectual property, ownership, copyright, trademark, patent

Responsible Office: Human Resources

Contact Information: Human Resources
402-557-7351

Approved by: Dr. Mary Hawkins

Effective Date: January 31, 2018

Review Cycle and Dates: This policy statement supersedes previous versions of PS 12, dated October 1, 1996.

APPROVED:

/signed/ ___________________________________________ 1/31/2018
Dr. Mary Hawkins, Bellevue University President Date