
SUBJECT: Intellectual Property

1.0 PURPOSE

Snow College recognizes that there is a mutual benefit between an individual and the College to encourage innovation, experimentation, invention, and development of intellectual properties that meet the College's plans and mission. The individual benefits, learning new skills and knowledge, while the College strengthens its reputation for quality and effectiveness. Snow College is committed to encouraging and recognizing creative efforts by sharing any financial returns fairly with the creator.

This Policy permits an individual to receive recognition and compensation for Intellectual Property while protecting the College's contribution and investment. Ownership of Intellectual Property rights are not necessarily "all-or-nothing" propositions. Rather, the rights of ownership of intellectual properties should be allocated in ways that support the mutual interests of the College, faculty, staff, and students and this Policy does that.

2.0 DEFINITIONS

- 2.1. Assigned Duty: performance of a task or project pursuant to the normal course or scope of an employee's duties or pursuant to a contractual obligation, assignment, or directive whether or not within the normal scope of an employee's employment. Except for prior written agreement, creation of Instructional Materials is not in the scope of Assigned Duty but is addressed separately.
- 2.2. Copyrightable Material: anything that is an original work of authorship, fixed in a tangible medium of expression coming within the definition of the U.S. Library of Congress Copyright Office. Copyrightable material includes but is not restricted to:
 - 2.2.1. Unwritten materials: literary, dramatic, and musical materials or works, published or unpublished.
 - 2.2.2. Visual and/or recorded materials: sound, visual, audio-visual, and television films or tapes, video tapes, web sites, motion pictures, or other recordings or transcriptions, published or unpublished.
 - 2.2.3. Courseware and classroom materials: audio-visual, CDs, research collections, published and unpublished.
 - 2.2.4. Lecture notes and published articles or books based on lecture notes; slide collections; other research collections, written critiques and literary works, and so forth.
 - 2.2.5. Visual artwork and graphic design.
- 2.3. Creator: a College employee or student who brings Intellectual Property into existence which includes an inventor in the context of patentable inventions or an author in the context of copyrightable works of authorship.

- 2.4. Equity: the money value of a property or the financial investment in the development of that property.
- 2.5. Incidental Use of College Resources: that use which does not involve significant additional expenses on the part of the institution for materials or other resources other than those incurred as part of the creator's normal duties. Examples include the use of office space, office computers and printers, licensed software otherwise provided to the individual as part of their employment, and facilities generally available to all college employees, such as library facilities.
- 2.6. Instructional Materials:
 - 2.6.1. Core Elements of Curriculum: The foundational elements of curricula, including, but not limited to, a master course syllabus, list of course content, learning outcomes, web links to supplementary content not created in-house, reading lists, bibliographies, standardized materials developed by the department for use with specific courses.
 - 2.6.2. Course Individualization Materials: Materials developed by the Creator for use in his/her individual course, including, but not limited to, lecture notes, assignments, test questions and answers/solutions, visual presentations, audio/video recordings.
- 2.7. Intellectual Property (IP): Creations of the mind – creative works or ideas embodied in a form that can be shared or can enable others to recreate, emulate, or manufacture them. Intellectual Property includes, but is not limited to, any material within one or more of the following categories:
 - 2.7.1. Anything that is copyrightable;
 - 2.7.2. A potentially patentable invention, machine, article of manufacture, process, or improvement in any type of these;
 - 2.7.3. An issued patent;
 - 2.7.4. A legal right that inheres in a patent; or
 - 2.7.5. An item that may be trademarked.
- 2.8. Ownership: the right to use IP or grant others that right.
- 2.9. Patentable Materials: Patentable materials include, but are not limited to, ideas for the development of a unique process or invention of equipment.
- 2.10. Substantial Use of College resources: use which requires significant additional expenses that are not part of standard expenses for supporting a creator in his/her normal duties. Examples include, but are not limited to, licensed software that is not normally provided to the individual as part of their employment, assistance and time of other College employees beyond their normal duties, use of equipment, such as machining tools or electronic equipment, or the use of facilities, such as video facilities or laboratories.
 - 2.10.1. The use of time or salary provided by the college to an employee while on Sabbatical Leave shall not be considered substantial use unless specified in a Written Agreement.

- 2.11. Written Agreement: Any written (paper or electronic) communication between a Creator and an agent of the College governing the ownership and/or equity of IP.

3.0 POLICY

- 3.1. The assignment of IP to the individual or the College will be based on the following:

- 3.1.1. The Creator will own the IP and any resulting equity when an individual produces it as a result of his/her own efforts and not as part of an Assigned Duty or with Substantial Use of College resources.

- 3.1.2. Snow College will own the IP and any resulting equity in any IP when an individual produces it as part of an Assigned Duty (except Instructional Material which is addressed in section 3.1.3) or with Substantial Use of College resources, facilities, or funds, except as provided in Written Agreement.

- 3.1.2.1. To the extent possible, whenever it can be foreseen that commercially viable IP will be produced, a Written Agreement between the College and the Creator should be concluded before the material is created. The College is responsible to report to the Controller's office a) the cost to create the IP, b) the profits from the IP, and c) the selling price if the IP is ever sold.

- 3.1.2.2. In such instances, a prior or superseding Written Agreement may be signed only by the President of the College and must provide for at least a fair return to the College for use of College resources.

- 3.1.3. The Creator will own Instructional Material IP, with exceptions as follows:

- 3.1.3.1. The Creator as a condition of employment with Snow College agrees to grant Snow College an irrevocable, royalty-free, non-transferrable, non-exclusive license to use Core Elements of Curriculum for educational purposes while the Creator is employed by Snow College and in perpetuity after the Creator leaves Snow College to maintain continuity of classes and programs. This also applies to Course Individualization Materials if they have been jointly developed with other instructors or have been widely shared across a Department for use by other instructors. Before Course Individualization

Materials are shared with a for-profit entity a Written Agreement must be concluded between the College and the Creator.

- 3.1.3.2. The Creator as a condition of employment with Snow College agrees to grant Snow College an irrevocable, royalty-free, non-transferrable, non-exclusive license to use Course Individualization Materials for educational purposes while the Creator is employed by Snow College and until the end of the next academic year after Creator leaves Snow College to maintain continuity of classes and programs.
- 3.1.4. Copyright in the following materials (3.1.4.1) that result from customary teaching, research, scholarly and artistic activities is presumably held by the Creator unless the College shows that they were created as part of an Assigned Duty or with Substantial Use of College resources. However, the Creator as a condition of employment with Snow College agrees to grant Snow College an irrevocable, royalty-free, non-transferrable, non-exclusive license to use the IP for educational purposes, to display or perform the works, or to use the works for marketing purposes in perpetuity.
 - 3.1.4.1. Scholarly articles, research bulletins, monographs, paintings, musical and dramatic compositions, sculptures, architectural designs, books, textbooks, lab manuals, submissions to scientific and technical journals, reference works and the like.
- 3.1.5. Snow College will own non-Instructional Material IP and any resulting equity when an individual produces it as part of an Assigned Duty. The College is responsible to make clear in a written designation when this is the case.
- 3.1.6. The IP and content of online, video and similar courses not part of the traditional teaching method will be owned by the College unless a Written Agreement is entered into prior to development of the course.
- 3.1.7. The following chart is designed to help in the determination of ownership and equity. It is also designed to help the Creator and the College create a prior or superseding Written Agreement when necessary:

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| IF the Intellectual Property is produced... | THEN |
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| <p>A. As an individual project of the Creator(s) with Incidental Use of College resources and not as part of specific assignment or Written Agreement</p> | <p>Ownership resides with the Creator(s) exclusively. Any resulting equity belongs solely to the Creator. The Creator is responsible for obtaining the appropriate copyright or patent and any related expenses.</p> |
| <p>B. As an individual project of the Creator(s) with Substantial Use of College resources</p> | <p>Ownership is presumed to reside with the College but may be assigned by Written Agreement to the Creator(s) after fair compensation to the College for use of the College’s resources. The Creator is responsible for obtaining the appropriate copyright or patent and any related expenses.</p> |
| <p>C. As part of a specific College Assigned Duty, including written assignment or agreement, and thus regarded by the College as College duty or task</p> | <p>Ownership resides with the College. The College is responsible for obtaining the appropriate copyright or patent and any related expenses.</p> |
| <p>D. As Instructional materials – Core Elements of Curriculum or As Instructional materials – Course Individualization Materials that are jointly developed or widely shared across a Department</p> | <p>Ownership resides with the Creator but the Creator grants Snow College an irrevocable, royalty-free, non-transferrable, non-exclusive license to use Core Elements of Curriculum for educational purposes while the Creator is employed by Snow College and in perpetuity after Creator leaves Snow College to maintain continuity of classes and programs. Before Course Individualization Materials are shared with a for-profit entity a Written Agreement must be concluded between the College and the Creator.</p> |
| <p>E. As Instructional materials – Course</p> | <p>Ownership resides with the Creator but the Creator grants Snow College an irrevocable,</p> |

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| <p>Individualization Materials</p> | <p>royalty-free, non-transferrable, non-exclusive license to use Course Individualization Materials for educational purposes while the Creator is employed by Snow College and until the end of the next academic year after Creator leaves Snow College to maintain continuity of classes and programs.</p> |
| <p>F. As part of a grant or contract funded by an outside agency</p> | <p>Ownership and equity will be defined by the terms of the contract or grant. The outside agency is responsible for any expenses related to obtaining a copyright or patent.</p> |
| <p>G. By a student as part of a course making incidental use of College resources</p> | <p>The IP belongs to the Creator(s) but the Creator(s) grant Snow College an irrevocable, royalty-free, non-transferable, non-exclusive license to use or display works of art or other copyrightable materials for recruitment, marketing, and educational purposes in perpetuity.</p> |

- 3.2. Individuals engaged in the development of copyrightable or patentable materials must comply with existing copyright and patent law. Nothing in this policy invests any rights in any person who produces IP as the result of unauthorized use of College resources.
- 3.3. In the event that the College and the Creator(s) cannot reach an agreement regarding Ownership and Equity for IP, then the Faculty Senate shall convene an ad hoc committee consisting of three faculty senators (one in the Creator’s division, two from without), an administrator from the CAO’s office, an administrator from the Controller’s office, and a non-voting representative of HR to arbitrate the matter; their decision will be final.