

## St. Edward's University

**INTELLECTUAL PROPERTY POLICY**

## I. Introduction

St. Edward's is an independent Catholic university. The fundamental purposes of the university identified in the mission statement require full commitment to academic freedom. Academic freedom in its proper sense means freedom to seek the truth and to communicate that truth to others. St. Edward's is primarily a teaching university which encourages research and publication as a part of faculty development.

The policy of St. Edward's University as stated in the Faculty Manual corresponds to the "1940 Statement of Principles of Academic Freedom" developed by the American Association of University Professors and the Association of American Colleges.

Institutions of higher education are conducted for the common good and not to further the interests of the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is essential to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

The purpose of the policy stated herein is to set forth the rights and responsibilities of the university and its personnel with regard to intellectual property by specifying:

- A. Intellectual Property Covered by the Policy;
- B. Disclosure Requirements regarding Intellectual Properties;
- C. Determination of Ownership of Intellectual Properties;
- D. Copyright, Patent, and Licensing Interests;
- E. Equity and Management of a Business related to the Development of Intellectual Property; and
- F. Institutional Review Processes.

## II. Policy Statement Regarding Intellectual Property

## A. Intellectual Property Covered by the Policy

Intellectual Property is any creation that can be copyrighted, patented, licensed or trademarked including inventions; discoveries; trade secrets; computer and audio-visual software; scientific and technological developments; artistic, scholarly, and literary productions; and publications. This policy covers Intellectual Property produced by employees of St. Edward's University where the creation of such Intellectual Property involved the use of any SEU resources, including employee time, to create the item.

## B. Disclosure Requirements

1. Employees as part of their job responsibilities are required to submit to the executive vice president within 30 days of completing the creation of an intellectual property covered by this policy, a written statement describing that property and any relevant information pertaining to

its creation. (It is presumed that the employee's school dean or immediate supervisor will have been kept informed of the project during its development.)

2. "Employee" is understood to include full and part-time faculty, administrators, staff and students of St. Edward's University.
3. Materials generated solely for the purpose of classroom instruction or for a student course assignment and not intended for commercial development or value need not be disclosed.
4. Materials generated by a part-time employee on time not committed to university employment and without the special support of the university need not be disclosed.

#### C. Determination of Ownership

All rights remain with the creator of the intellectual property unless the work is a work-for-hire, is supported by a direct allocation of university funds or funds allocated through the university for the pursuit of a specific project, is commissioned by the university, or is otherwise subject to contractual obligation.

In the specific cases where St. Edward's University has made a substantial contribution to the creation of Intellectual property or products, it will retain those rights that it needs in order to preserve the integrity of St. Edward's University's academic programs. In these *specific* cases, St. Edward's University and the creator(s) will sign a standard agreement that allocates (licenses) to St. Edward's University the ability to exercise the following rights, without obtaining permission from the copyright owner:

1. The right, on a limited, nonexclusive basis, of colleagues and students of St. Edward's University to make reproductions of the work to use in teaching, scholarship, and research at, and for, St. Edwards's University,
2. The right to control whether St. Edward's University's name or logo is displayed in association with the work,
3. The right to require an appropriate acknowledgment of St. Edward's University's support of the creation of the work,
4. The right to borrow portions of the work for use in compilations or other composite works,
5. The right to reproduce the work for uses directly related to advancing the mission or maintaining the culture of St. Edward's University,
6. The right to be informed in advance of any uses, reproductions, distributions, and dispositions of the copyrighted work by the author(s); and
7. The right to duplicate the work for teaching, scholarship, and research and, on a limited basis, the right to make derivative works if the author or authors assign copyright ownership to a third party.

#### D. Copyright, Patent, and Licensing Interests

The university may decide to copyright, patent, or license any intellectual property for which it retains an ownership right.

1. Copyrights, patents, and licenses with regard to intellectual properties for which the creator retains sole ownership are the responsibility and right of the creator.

2. Copyright, Patent, and Licensing Interest with regard to intellectual properties for which the university retains an ownership claim will be negotiated between the university and the creator of the intellectual property.
  - a. Such negotiations will determine the proportional interests of the parties to the agreement and assign cost and income and/or royalty shares in accord with the proportional interest in the intellectual property.
  - b. If the university is not interested in assuming any portion of the cost of the patent, copyright, or license, the creator may upon request be granted the right to apply in his/her own name and at his/her own expense.
    - 1) In a case where the creator assumes full cost for copyrighting, patenting or licensing the intellectual property, the title and any royalties are the private property of the creator of the intellectual property.
    - 2) In such a case where the university claims ownership, but relinquished to the creator the copyright, patent or license rights and resulting title and royalties, the creator will grant to the university a royalty-free irrevocable non-exclusive license to make or use the intellectual property for its own purposes.
3. Copyright, patent and licensing arrangements with regard to intellectual properties created in the pursuit of sponsored research or consulting contracts must be negotiated with the sponsoring agency or contractor according to the terms of the grant or contract.

#### E. Equity and Management of a Business related to the Development of an Intellectual Property

The university does not ordinarily own and operate businesses related to the development of intellectual property. If the university should decide to develop a business in regard to an intellectual property in which it claims an ownership interest, appropriate equity and management conditions will be negotiated with the creator of the intellectual property. The primary responsibility of the creator of the intellectual property is as an employee of the university. This responsibility must not be interfered with by any arrangement negotiated for sharing in the equity and/or participating in the management of a business related to the development of the intellectual property.

#### F. Institutional Review

1. The executive vice president will be the representative of the university in negotiations related to the review of intellectual property and the policies stated in this document.
2. In cases where the employee disputes the executive vice president's application of the policy, he/she may request a hearing before an ad hoc appeal committee which will include the vice president for Financial Affairs, the dean of the school or supervisor of the area in which the property was created, and a university employee named by the creator of the intellectual property. This ad hoc committee shall review the case and within two weeks of having received the data necessary for the review forward its recommendation to the president whose determination of the university position will be final. The president will communicate the final decision to all relevant parties.