

## INTELLECTUAL PROPERTY POLICY

### I. *Statement of Values*

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Historically, St. Catherine University retained copyright in all “works for hire.” Through this Intellectual Property Policy, the University brings its approach to copyright in alignment with what it perceives as the norm among institutions of higher education today.

St. Catherine University is committed to fostering a community where faculty members, staff and students engage in learning, professional growth, scholarship and research that contribute to:

- Opportunities for students,
- Excellence of academic programs,
- Academic reputation for excellence,
- The *public good*, and
- The strength of the institution.

Scholarship is broadly comprised of discovery, integration, application, and teaching (Boyer, 2000). Research and creative activity lie at the heart of academic inquiry, comprise a significant part of the intellectual capital of the academy, and result in the creation of Intellectual Property that may be protected by copyright or patent.

A policy that governs rights to ownership, use and distribution of revenues from commercialization of Intellectual Property among authors, creators, inventors, the University, and sponsors serves to

- a. Provide protections essential to prevent controversy and contribute to an environment that actively promotes scholarship;
- b. Fulfill terms of sponsor agreements related to development of Intellectual Property; and
- c. Enable the effective administration of Intellectual Property so as to encourage and support ongoing scholarly pursuits.

This policy incorporates the University’s *Fair Use Policy*, which was formally approved in August 2011 and is included in Appendix A.

This policy applies to all University personnel: faculty, staff and students.

## Ownership of Intellectual Property Rights

### II. *General Ownership of Copyright*

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Under the United States copyright law, the University owns the copyright in all works of authorship prepared by an employee within the scope of his or her employment. Consistent with traditional practice in higher education, the University disclaims ownership of the copyright in scholarly works created by faculty, subject to the following limitations:

- a. Outside Funding. Ownership of the copyright in works created under sponsored research agreements or with the support of grants and other non-University funding will be determined in accordance with one or more written agreements between the University, the funder and the faculty involved.
- b. Commissioned Work. In the case of works expressly commissioned by the University in a written agreement between the University and a faculty member, ownership of the copyright will be retained by the University if the agreement explicitly so states. An example of such an agreement might be where a faculty member is released from teaching time to write a history of St. Catherine University.
- c. Substantial Resources. The University retains the copyright in works created with the use or investment of substantial resources of the University. “Substantial resources” does not mean resources and facilities commonly available to similarly situated faculty in the ordinary course of performing their assigned teaching responsibilities. For example, normal use of office space, office equipment and supplies, library resources, administrative staff and University-owned computers does not constitute “substantial resources.” The delivery of distance learning and other non-face-to-face classes requires the investment of substantial University resources. Such resources may include, for example, instructional designers, software programmers, legal counsel, internet access and hosting infrastructure, computer hardware and software. The University disclaims ownership in the underlying content created by faculty, except as otherwise noted in a. or b., above, but retains exclusive rights to the method and manner of, and the tools and technology for, delivery of such classes.
- d. Retained License. The University retains a perpetual, non-exclusive, royalty-free license to use, display, perform, copy, distribute, and adapt, for the University’s use, instructional materials created by faculty for teaching their assigned classes. Instructional materials include, for example, course syllabi, lectures, exercises/activities, simulations, individual and group project plans, curriculum guides, assignments, quizzes, exams, and instructors’ notes.

### III. *Sabbatical Works*

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Except in those instances covered in a., b., or c., above, the University does not consider works created while a faculty member is on sabbatical to be “prepared within the scope of the faculty member’s employment,” and does not claim copyright in them.

#### **IV. *University Branding***

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Intellectual property rights associated with the University's name, logos, and other indices of identity belong to the University. Such rights may be licensed pursuant to terms and conditions approved by the University President or designee. Employees may identify themselves with their title or position, as is usual and customary in the academic community but any other use of the University's name requires the written consent of the University.

#### **V. *Patents***

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A patent is a form of intellectual property based on a grant from the federal government giving the patent owner the right to exclude others from making, using, selling, or importing the invention claimed in the patent. The grant is for a limited time (a period of 20 years from the filing date) and is given only to inventions that are useful, new, and non-obvious improvements, and where the inventor has fully disclosed the invention in the patent application. Strict time limits govern when patent applications must be filed, and for this reason patent applications must be disclosed to the University as soon as possible. To date, the University has a limited history of patentable inventions, but with growth in its graduate programs and research, the University anticipates patentable inventions will increase. To protect the interests of the University and inventor, and maximize dissemination of creative works that may benefit society, the University has two requirements related to patents:

- a. That all inventors disclose their inventions to the University in a timely manner to support patenting and marketing of invention (Form: Attachment B).
- b. That all inventors enter into an agreement with the University, enabling the University to disclaim or define its interests in commercializing the invention.

#### **VI. *Administration***

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- a. Appointment of an Intellectual Property Officer: The President shall appoint an Intellectual Property Officer to administer provisions of the University's Intellectual Property policies and procedures. Questions relating to applicability of this policy and disputes should be directed to the Intellectual Property Officer.
- b. Appointment of Intellectual Property Committee: The President shall appoint an Intellectual Property Committee to work with the Intellectual Property Officer. The Committee will be composed of an equal number of administrative staff and faculty members. Faculty members will represent the Schools and Colleges and be nominated by University Faculty Council. Committee members will serve three year staggered terms. The Committee will periodically review the Intellectual Property policy and recommend revisions to the Intellectual Property Officer.
- c. Policy Application: This policy takes effect immediately and supersedes all prior Intellectual Property/Copyright/Patent policies.

## Definitions

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- a. Course: The course is a University offering with a specified course title, course description, prerequisites, total credits, lecture/lab breakdown, delivery formats, course goals, and learning outcomes, which are delineated in the course syllabus that contains the required syllabus components approved by the University. Related terms:
1. Course Syllabus: The course syllabus is a document that outlines and summarizes content to be covered in a course. The course syllabus contains the detailed information described in the definition above along with additional information that reflects the creative and intellectual work of the faculty.
  2. Instructional Materials: Instructional materials refers to the resources created and employed to achieve the course objectives. These include, but are not limited to: compilations of texts, readings, bibliographies, and commercially available materials; instructor lectures, exercises/activities, simulations, individual and group project plans, web-ready content, non-student multimedia components (e.g. audio, video, podcasts, videocasts and other live and recorded webchats and presentations, webinars, and lecture capture recordings), assignments, quizzes, exams, and instructors' notes. NB: the term "Instructional Materials," does not refer to student creations that may be part of the course experience for any one group of students.
- b. Employee: An employee is any person employed by the University: Full and part-time faculty, staff, and students. Related terms:
1. University Staff: Staff means all non-faculty employees of the University, full and part-time, exempt and non-exempt.
  2. University Faculty: University Faculty includes all persons hired by St. Catherine University to deliver courses as part of the academic curriculum as well as administrators whose appointments grant them faculty status. Faculty may be employed full-time, part-time, or adjunct; faculty status pertains regardless of academic rank. (*Bylaws of the Faculty of St. Catherine University. Article II. A.1. Faculty Governance Documents: Constitutions, Bylaws, and University Policies*, Preliminary approval and adoption, March 9, 2012).
- c. Intellectual Property: Intellectual Property is any work of authorship, invention, discovery, or other original creation that may be protected by copyright or patent.

## Appendix A

### FAIR USE POLICY

#### I. *Fair Use (Copyright)*

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Copyright is a form of protection provided by the United States Constitution and the Copyright Act of 1976 (title 17, U.S. Code) to the authors of “original works of authorship,” including literary, dramatic, musical, artistic and certain other works. [Circular 1, Copyright Basics, U.S. Copyright Office].

Students, faculty and staff members of the St. Catherine community are directed to follow the copyright laws of the U.S. as well as this policy while employed by or enrolled at the university. Those who willfully disobey or ignore the copyright law, and thereby infringe copyright, do so at their own risk, and may be held accountable for violations of the law, such as civil or criminal penalties. The University will provide no defense or indemnification to students or staff members who illegally reproduce copyrighted material. Only in limited circumstances, such as in cases of alleged copyright infringement where faculty and staff--or students at the direction of faculty or staff, believe they are following the law and university policy in good faith, may the University provide for defense and indemnification.

#### II. *Working with Fair Use*

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Section 107 of the Copyright Law allows users of copyrighted works the right to “fair use” of these materials beyond the normal limits of copyright in certain circumstances. According to the law:

“...The fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means or by any other means specified by [section 106], for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors shall include:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole;
- The nature of the copyrighted work; and
- The effect of the use upon potential market or value of the copyrighted work.”

Persons with questions or concerns about the copyright policy of St. Catherine University should contact the University’s copyright agent or designated Intellectual Property Office.

#### III. *Policy application*

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This policy takes effect immediately (May 2013) and supersedes all prior copyright policies.

**APPENDIX B**

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For Internal Office Use Only:  
Date Received: \_\_\_\_\_

Disclosure No. \_\_\_\_\_

**St. Catherine University Invention Disclosure Form**

*This form serves to permit evaluation of your invention in order to determine whether commercial development is feasible and whether patent protection can and should be sought. Please provide sufficient information to assist in understanding the technical merits of the work, as well as its commercial usefulness and practical applications.*

*This form is an important legal document, so care should be taken in preparing it. Please complete the form in its entirety. If any question is not applicable, indicate N/A.*

*In order for an invention to be patentable, the invention must be useful, novel, and non-obvious.*

Nature of Invention: Machine  Process  Composition of Matter  Manufacture   
If your invention consists of software, have proper copyright markings been utilized?

**1. NON-CONFIDENTIAL TITLE OF THE INVENTION:**

**2. NON-CONFIDENTIAL ABSTRACT:** Please provide a non-confidential description of the invention. These one or two paragraphs should focus on the invention's commercial application and benefits without disclosing inventive methods or other confidential details. Include an explanation of how your invention is better, faster, or cheaper than competing technologies. This abstract may be posted on websites and used for marketing purposes. If you have any objections to posting on websites, please explain.

**3. KEYWORD LISTING:** Please provide a list of keywords related to the invention to be used for patent searching and/or marketing of the invention.


*(add pages as necessary)*

**4. DETAILS OF THE INVENTION:**

**a. Technical Description.** Give a technical description of the invention in enough detail that would teach somebody skilled in the art how to practice the invention. Provide data or other evidence of the feasibility or operability of the invention. Include essential elements, features, benefits, concepts or new results of the invention, whichever is most applicable, and identify the elements that are considered novel. Attach any visual material (sketches, graphs, photographs, etc.) that will aid in understanding the invention.

**b. Invention History.** Conception and reduction to practice combine to make an invention. Conception of the invention is the formulation in the mind of an inventor of the complete means of solving a problem in such a way that a person of ordinary skill in the art could practice the invention without unduly extensive research or experimentation. Reduction to practice is when the invention has been made, tested, and determined to work for its intended purpose. Reduction to practice may be an actual reduction or a constructive reduction to practice.

Description	Date	Details/Comments
<b>Conception of the invention.</b> Has this date been documented? If so, where?	/ /	
<b>First written description.</b> Attach a copy if possible	/ /	
<b>Completion of prototype.</b>	/ /	
<b>First successful operational test.</b>	/ /	
<b>Additional data gathered.</b>	/ /	
<b>Current Development Status and the number of years in development</b>	/ /	

(add pages as necessary)

**c. Additional Development.** Indicate what further development may be necessary to make the invention more attractive to potential licensees.

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**d. Attach visual material (photographs, sketches, diagrams, charts, graphs, etc.) to aid in understanding the material. These visual aids, preferably electronic, may be used in the marketing of the invention and are strongly encouraged.**

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(add pages as necessary or submit electronically to our office)

**5. PUBLICATION/PRESENTATION AND OTHER FORMS OF PUBLIC DISCLOSURE:**

**a. Prior Public Disclosures:** Identify all public disclosures of the invention to individuals outside of the University (i.e. journals, website postings, presentations, external discussions, etc.) and provide copies of any written materials associated with the disclosures.

Date of Disclosure	Location of Disclosure	To Whom	Type of Disclosure	Non-Disclosure Agreement in Place? (Y/N)
/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No
/ /				<input type="checkbox"/> Yes <input type="checkbox"/> No

(add pages as necessary)

**b. Upcoming Public Disclosures:** Identify any upcoming public disclosures of the invention that would teach the invention and provide any written materials associated with the anticipated disclosures.

Date	Location of Disclosure	To Whom	Type of Disclosure
/ /			
/ /			
/ /			

(add pages as necessary)

**c. Thesis Publications:** Identify any past, future, or on-going theses associated with the disclosed invention.

Date	Name of Thesis	Name of Student(s)	Past, Future, or On-going?
/ /			
/ /			
/ /			

(add pages as necessary)

**6. MARKET POTENTIAL:**

**a. Commercial Applications.** Describe the most likely products, services, commercial processes or other applications that could result from this invention. What is the market for the invention?

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**b. Competitive Advantages:** Describe what problem(s) the invention solves and how this invention will provide superior advantages in the marketplace (e.g., how could it help a potential customer: lower expenses, increase productivity, efficiency or accuracy, minimize risk, simplify a process, overcome a defect, increase revenue, obtain a competitive advantage, etc.).

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**c. Disadvantages or Limitations.** Describe any disadvantages or limitations of the invention and explain how they might be overcome.

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**d. Potential Licensees/Commercial Partners.** Identify any companies that you believe may have an interest in licensing the invention.

Company	Contact Person	Contact Information

*(add pages as necessary)*

**7. FINANCIAL SUPPORT / CONTRACT IDENTIFICATION:**

Was the research and/or invention funded solely by the University?  Yes  No

**a. Sponsorship.** Identify any third parties that may have rights to the invention, such as research sponsors (governmental agencies, industrial sponsors, foundations, private agencies, etc.).

Agency or Sponsor	Grant/Contract Number	University Account Code

*(add pages as necessary)*

**b. Materials.** Identify any third parties that provided biological materials, data, equipment, etc. that was utilized in the development of the invention. Provide copies of any associated agreements.

Organization Name	Type of Agreement	Date
		/ /
		/ /
		/ /

*(add pages as necessary)*

**c. Other.** Identify any third parties that may have rights to the invention as a result of a Collaboration Agreement, Non-Disclosure Agreement, etc. and provide copies of any such agreements. If a non-University researcher is an inventor, please list here.

Organization Name	Type of Agreement	Date
		/ /
		/ /
		/ /

(add pages as necessary)

**8. CONFLICT OF INTEREST:** Identify any financial, consulting, stock ownership, board membership or other relationship (whether pending or otherwise) with any party you have identified in Section 6d or 7 of this form, or that you believe has any relevance to the development or marketing of this invention.

Organization	Nature of the Relationship	Conflict of Interest Form Filed? (Y/N)	Date Began
		<input type="checkbox"/> Yes <input type="checkbox"/> No	/ /
		<input type="checkbox"/> Yes <input type="checkbox"/> No	/ /
		<input type="checkbox"/> Yes <input type="checkbox"/> No	/ /

(add pages as necessary)

**9. OTHER COMMENTS:** Include any additional information you feel may be helpful in assessing this invention. Examples may include: state of the art, resources to further research the invention, prior art, scholastic/research societies related to the invention, patents that the inventor may have researched, the problem and solution the invention addressed, related technology, etc. Please keep in mind that any information provided may help someone who is not skilled in the art to understand your invention.

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**10. INVENTORSHIP DISCLOSURE:** Inventorship has a strict legal meaning under U.S. patent law. Not all authors of a manuscript describing the invention qualify as inventors. Supervisors and individuals who worked to reduce the invention to practice do not necessarily qualify as inventors either. Only those who made essential, independent, conceptual or reduction to practice contributions to the ultimate working invention are legal inventors. A person is not an inventor if he/she merely carries out experiments planned wholly by another person or does not contribute to the inventive concepts. Although preliminary determinations of inventorship are made during the invention disclosure process, legal inventorship cannot be officially determined until after the patent application is prepared and the scope of the invention (defined in the patent claims) is determined. Inventorship can change even during the evolution of the patent application process, as the scope of the claimed invention changes.

Income received by the University as a result of commercializing the invention, will be shared among University faculty and employees who, at the time income is received by the University, are considered the legal inventors. The sharing of income among University inventors will be according to an agreement entered into by the University and inventors prior to filing a patent application. By providing your signature in Section 10, you hereby affirm that, to the best of your knowledge, those listed below are the true inventors and that you know of no other inventor(s). Failure to list a co-inventor may invalidate any patent that issues on this invention and/or result in the delay or non-payment of licensing revenues.

**Contributors:** [Signature is required only for University inventors]

Full Name	Affiliation	Signature	Date
			/ /
			/ /
			/ /
			/ /
			/ /

(add pages as necessary)

**11. SUBMITTER DECLARATION AND SIGNATURE:**

The above statements are true to the best of my (our) knowledge and belief. Electronically submitted disclosure is encouraged; however, please sign both Section 10 and Section 11 where indicated and submit those to Intellectual Property Officer.

**Submitter 1**

Full Name	
Position	
Address	
Email	
Website	
Department	
Citizenship	
Date	
Signature	

**Submitter 2**

Full Name	
Position	
Address	
Email	
Website	
Department	
Citizenship	
Date	
Signature	

*(add pages as necessary)*

**If you have any questions about this form, please contact the Intellectual Property Officer.**