

# Student Handbook Errata

## 7.2 General University Policies and Procedures

*Insert on page 18:*

### 7.2.16 Intellectual Property Rights

As an educational community characterized by the pursuit of truth and knowledge, critical thinking and self-discovery, and scholarly writing and technological advancements, the Huston-Tillotson University Intellectual Property Rights policy pertains to faculty, educational staff, and students. The policy states:

#### ***Intellectual Property Rights Regarding Research***

This policy on Intellectual Property enumerates the rights of Huston-Tillotson University regarding research under the auspices of the University. Intellectual Property is herein defined as all inventions, scientific or other discoveries, and technological advancements developed during the course of a research project that are patentable under applicable law, and/or such works of authorship that are subject to copyright law.

The University supports and encourages its faculty, staff, and students to explore research and consortia relationships as a means to advance knowledge and technology, to improve the effectiveness of their teaching, and to provide learning experiences, internships, and employment opportunities to students. It is the objective of Huston-Tillotson University to administer all patentable inventions and copyrightable works in a manner such as to maximize their benefit to the public.

#### ***Inventions***

Any invention by a University employee or student is the property of the University and is considered a "University invention," under the following circumstances: (a) that the invention or modification is conceived or reduced to practice by a University employee or student utilizing facilities owned or under the research work sponsored by the University, or is related to an operation or activity of the University; and (c) that the invention is not subject to a written research grant agreement between the University and a third party specifying the terms of ownership, licensing, and use of the invention.

If an invention that is conceived or reduced to practice is funded by the University and a third party jointly, or solely by a third party or parties, the ownership of the invention is determined by the terms of the written agreement between the University and the third party.

The inventor shall assign the individual's interest in the invention to the University or an assignee named by the President, except when the University's interest in an invention is released to the inventor by the President as described later in this statement. The inventor shall, not more than 30 days after the development of the invention, file a written disclosure statement with the President that includes the following information:

1. A title that is brief, technically accurate, and descriptive;
2. An abstract of the invention;
3. A statement of the background of the invention;

4. A description of the prior art that shows the novelty, utility, and non-obviousness of the invention being disclosed;
5. A list of publications, if any, in which the invention has been disclosed and occasions on which the invention was disclosed orally to others;
6. Each budget number used to defray invention related costs;
7. The signatures of each inventor and at least two witnesses who understand the invention;
8. The date the disclosure statement is filed with the President.

The inventor shall periodically report in writing to the President the current status of progress, results of research, and development work done with respect to the invention.

The inventor, when requested by the University, will do each thing necessary, including execute legal documents and review patent prosecution papers, to assist the University in patenting and administering the invention.

The President shall review each proposed research grant or program agreement to which the University is party and which may produce a patentable invention to determine its consistency with this policy, and where major differences are found, either approve them in writing as an exception to this policy or recommend amendments to the agreement.

The President shall, at the President's discretion, apply for patents for the invention; or release the University's interest in the invention to the inventor; or dispose or retain ownership of the invention in another manner.

The University will bear the costs associated with a University invention and before disbursement of royalties are made, may recover these costs as follows:

If there is one inventor, the University shall pay the inventor a royalty of 40% of the net proceeds (the gross receipts from external users, less costs, and expenses paid or incurred by the University in connection with a University invention).

If there is more than one inventor, the University shall pay the inventors collectively 40% of the net proceeds and distribute this royalty equally between the inventors, if there is no agreement between the inventors covering the division of their interest in the invention or work, or in accordance with an agreement between the inventors covering the division of their interest.

The University shall distribute the remaining 60% as follows: 25% to the University's general fund, and 35% to the University department or program with which the inventor is associated.

### ***Works or Authorship***

The copyright of a work authored by a faculty member or student is the property of the faculty member or student unless the University has entered into a written agreement with the faculty member or student in which the faculty member or student has agreed to author the work for hire. If the University enters into an agreement with a faculty member or student in which the faculty member or student agrees to author a work, the work is "a work for hire" under federal copyright law.

A work authored by an administrative employee of the University as part of that employee's assigned duties is "a work for hire" under federal copyright law.

The copyright to "a work for hire" is the sole property of the University.

The copyright of all materials (including software) that are developed with the significant use of funds, space, equipment, or facilities administered by the University, including but not limited to

classroom and laboratory materials, but without any obligation to a third party or subject to a third party agreement, will be held by the University.

Creators of copyrightable material not owned by the University own the copyrights in their works and are free to publish them, register the copyright, and receive any revenues which may result therefrom.

Materials owned by the University (including software) under the terms of this policy shall not be altered or revised without providing the author a reasonable opportunity to assume the responsibility for the revision. If the author declines the opportunity to revise such material, the President will make the assignment of responsibility for the revision.

### ***Dispute Resolution***

Should a disagreement arise between a researcher and the University regarding the application of this policy or the ownership of an invention or work, a committee consisting of one person selected by the inventor or author, one member selected by the President of the University, and a third member agreed upon by the first two committee members selected will resolve the disagreement and report the resolution to the President who will have the final word.

The University may not bring, prosecute, or defend court litigation involving a University invention or work without the prior written approval of the President.