



## Intellectual Property Rights

- A. Scope of Policy:** This policy applies to all forms of intellectual property created or developed by Stetson University employees and students when the individual makes substantial use of University resources or when the intellectual property is developed (1) as a direct result the individual's University duties, (2) pursuant to the terms of an agreement to which the University is a party (i.e., a "work for hire"), or (3) in the course of or related to activities on external-sponsorship grants or contracts. Under any of these circumstances, this policy applies regardless of whether the intellectual property is or may be protected by patent, copyright, trademark, trade secret, or other law.
- B. Ownership Issues:** The following sections, which describe how certain works will be treated, have been designed to support research, innovation, and creativity while also protecting the University's investment made to support these efforts.
1. **Traditional scholarly materials:**
    - a. The University claims no ownership rights to scholarly articles, art work, musical compositions or performances, or other forms of traditional faculty scholarship unless substantial University resources will be used in their production. "Substantial University resources" refers to resources beyond customary secretarial or clerical assistance; research assistance from librarians, students, and graduate assistance; databases and equipment already owned or licensed by the University; and resources typically provided for a full-time faculty member at his or her college or school. Examples of "substantial University resources" might include the University purchasing or leasing equipment not needed for another purpose so that the faculty member can complete the project, or hiring or reassigning employees or contractors to work specifically on the scholarly project.
    - b. Unless otherwise specified in a contract or another policy, faculty members retain the copyright in scholarly works produced through internal scholarship-grant programs.
    - c. When it is anticipated that substantial University resources will be required to complete a project, the University and the work's creator will sign a contract outlining rights and responsibilities. The contract should, at a minimum, describe the work; set any deadlines and reporting requirements; allocate the rights of each to publish, promote, revise, or otherwise use the work; delineate what rights, if any, the creator retains for attribution, future use, or revision rights; and articulate the division of revenues, if any, from the sale of resulting products.

2. **Works for hire:** If the intellectual property developed is considered a “work for hire,” the University is considered the work’s owner. Intellectual property is considered a “work for hire” if the work is prepared by an employee within the scope of his or her employment, the intellectual property is created on University time with the use of University facilities, is commissioned by the University pursuant to a signed contract, or fits within one of the categories considered “works for hire” under copyright law, 17 U.S.C §101 et seq. In “work for hire” situations, the University and employee will sign a contract that addresses the ownership of intellectual property before the project begins. Generally, the University will not claim ownership rights when the intellectual property is embodied in traditional scholarly works, even though the work may have been prepared within the scope of employment and University resources were used. This exception does not apply when the work (a) is created by someone who was specifically hired or required to create it, (b) was specifically commissioned by the University, or (c) is otherwise addressed by another section of this policy or in a separate contract.
3. **Electronic education materials:** Because of the University’s substantial resource investment in developing electronic courses, it retains an irrevocable license to view, edit, modify, or otherwise any or all of a course or course materials, including lectures, for educational purposes and with proper attribution. While the employee-creator retains a copyright to the materials, this copyright does not transfer to or vest in the employee any rights related to the technology platform or course-delivery vehicles. Unless otherwise agreed to in a specific contract, the employee-creator may not teach the same or a substantially similar course via electronic education for an institution other than the University for at least two years after the course is last offered at the University.
4. **Inventions and patents:** Inventions, patents, and similar works that result from research conducted by University employees as part of their employment and by using University facilities are the University’s property, unless a written contractual arrangement between the creator and University is reached in advance. When a contract is signed in advance, any royalties or profits will be divided according to the contract terms. When an invention, patent, or similar work results from an employee’s or student’s research on his or her own time, at his or her own expense, and without using University facilities, ownership remains with the employee or student.
5. **Externally-funded projects:** Projects that are funded externally and result in inventions or other works are generally controlled by the agreement signed with the external funder. Any agreement between the University and an external funding source must be reviewed and approved in advance by the dean of the college or school, the Provost, and, depending on the source or amount, the President. Employees who seek to pursue externally-funded projects above and beyond their University commitment must follow applicable University policies on outside employment. If permission for outside employment is granted and no

University resources or personnel are used to produce the work, ownership rights will be determined pursuant to the agreement between the employee and the external funding source.

6. **Student works:** A “student work” is one produced by a student registered at the University, outside University employment, without the use of University funds (other than student financial aid), and not a “work for hire,” commissioned work, or work produced under the terms of a contract. A “student work” does not include a scholarly work authored by a faculty member with the student’s assistance.
  - a. The individual who creates a student work generally holds the copyright, subject to the license described in the next subsection.
  - b. As a condition of enrollment, a student will be deemed to have granted the University a nonexclusive, perpetual, world-wide, royalty-free right and license to reproduce, publicly or privately display, distribute, or perform each student work for the University’s own noncommercial educational purposes. The University’s right and license in this paragraph is subject to a student’s privacy rights under federal or state law.
  - c. If a student work is offered to the University for commercial purposes, the University and student will enter into a written agreement that addresses ownership rights and revenue sharing.
  - d. Student-created notes, summaries, outlines, or other derivatives of course lectures or materials are not considered “student works” under this policy because the students do not own the course content. As a condition of enrollment, students generating materials of this sort cannot use them for commercial purposes. The University encourages faculty members to cross-reference this policy in course syllabi and similar communications to students.

**Cross-Reference:** Copyright Policy and Compliance Program

*University administrative policy adopted September 9, 2010.*

Reviewed and reaffirmed by Provost Noel Painter, January 2020.