

## **INTELLECTUAL PROPERTY**

The Canadian Valley Technology Center (“District”) respects the intellectual property of others, including students, patrons, and employees. The purpose of this policy is to provide the necessary protections and incentives to encourage both the discovery and development of new knowledge and its transfer for public benefit. The ownership rights to all intellectual property that is created in whole or part at the District or under District sponsorship or with the use of District course materials, facilities, funds, equipment, or any other resources of whatever nature or kind owned or controlled by the District shall be determined generally as set forth in this policy.

### **Definitions**

1. “Author” and “member” are defined as the individual or as part of a group of other “authors” that invents, authors, discovers, or otherwise creates or helps to create intellectual property.
2. “Course materials” are defined as any and all materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, and educational software.
3. “Creator” is defined as being synonymous with and can be used interchangeably with “author” and “member” as used in this policy.
4. “District facilities” are defined to include, but are not limited to, buildings, equipment, and other facilities under the control of the District.
5. “District funds” are defined as funds under the control and responsibility, or authority of the District, regardless of source.
6. “District resources” are defined as all tangible resources including, but not limited to, buildings, equipment, facilities, computers, software, personnel, and funding.
7. “Employee” is, unless there is a written agreement providing otherwise, an individual employed by the District in a full-time or part-time position, including certified and support staff, appointed personnel, persons with “no salary” appointments, volunteers, contractors, persons on an extra duty or supplemental contract.
8. “Intellectual property” is defined as any works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know-how, inventions, and other creations the ownership of which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include, but are not limited to, scholarly, artistic, and instructional materials.
9. “Invention” is defined as all discoveries, conceptions, ideas, improvements, innovations, problem solutions and/or technological developments.
10. “Patent” is defined as both United States and foreign patents and patent applications, and the rights conferred upon the patent holder by applicable law.

11. "Student" is defined as any individual who is attending or who has attended any schools within the District.
12. "Trademark" is defined as any mark that identifies an item of intellectual property or an educational or training service.
13. "Work" is defined as any "original work of authorship fixed in a tangible medium" as used in the federal Copyright Act.

### **Patents**

All discoveries and inventions, whether patentable or un-patentable, and including any and all patents based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student of the District, either in the course and/or scope of employment with the District or that is created in whole or part with the use of District course materials, facilities, funds, employees, or any other resources of the District shall be owned by and be the sole property of the District and the member will assign and by participating in any activity which leads to any discovery and invention does hereby assign all of member's rights in and to the discoveries and inventions to the District.

### **Trademarks**

The District owns all rights and titles to any trademarks related to any item of intellectual property owned by the District.

### **Copyright**

Except as specifically provided herein, copyright rights to works developed by an employee either in the course and/or scope of employment with the District are the sole property of the District. Ownership of copyrights to works of artistry or scholarship in the creator's professional field such as textbooks, course materials, scholarly papers and articles, software, and other computer materials, when they are works of artistry or scholarship, novels, poems, paintings, musical compositions or other such works of artistic imagination produced by District employees who have a general obligation to produce such works, where the specific choice, content, course, and direction of the effort is determined by the employee without direct assignment or supervision by the District ("Artistic or Scholarly Works") shall reside in the creators and the works shall not be deemed "works made for hire" under this policy unless they are also sponsored/contracted works or specifically assigned by the District.

Upon request by the District, an employee who creates an Artistic or Scholarly Work while acting in the course and/or scope of his or her employment or with the use of District course materials, facilities, funds, or any other resources of the District shall grant the District a nonexclusive, free of cost, worldwide right and license to exercise all copyright rights in and to such Artistic or Scholarly Work, except the right to commercially display, use, perform, or distribute copies of the Work, unless to do so would impair the ability of the creator to have the Work published or distributed.

### **Authority to Reference District**

The District shall have the right and sole authority to determine whether or not to put its name on a work. If so, as requested by the District, the author agrees to credit the District, in a manner satisfactory to the Board or its designee, in any way to the creation of such work. Similarly, the author agrees upon request to remove any reference to the District in the work.

## **Marketing Decisions**

The Superintendent of the District or his/her designee will be responsible for all marketing decisions involving patentable inventions. This includes all patents to which the District has ownership rights under this policy.

## **Release of Liability**

Any student or employee who creates or participates in the creation of a work in whole or part at the District or under District sponsorship or with the use of District course materials, facilities, funds, employees, or any other resources agrees to indemnify and hold harmless the District against any loss, damage, liability, or expense that it may incur as a result of the preparation, production, or distribution of such work, including but not limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person or is libelous, obscene, or contrary to law.