#### INTELLECTUAL PROPERTY POLICY

#### Southern Wesleyan University (the “University”) is dedicated to teaching, research, and dissemination of knowledge generated within the University community. Thus, the basic goal of our policies that govern the disposition of intellectual property generated at the University is to promote the development of knowledge and to ensure that discoveries, inventions, and creations generated by our faculty, staff and students are utilized in ways most likely to benefit the public. At the same time it is recognized that the University must assist its faculty, staff, students and other researchers in properly disclosing their scholarly work, in complying with applicable laws and formal agreements, and in gaining the protection available under United States laws governing patents and copyrights.

**COPYRIGHTS**

Pursuant to U.S. copyright law, copyright protection exists for any work of authorship fixed in a tangible medium of expression. The types of works covered by the copyright law include text, pictures, photographs, visual arts, architectural works, music and other such works, whether in paper, electronic or other media. Ideas are not protected because copyright law protects only the creative expression embodied within a particular work. Generally, under the “work for hire” doctrine, works of authorship created by employees within the scope of their employment automatically belong to the employer.

**A. Staff.** Where a copyrightable work is developed by a staff member in the course of employment independently or, in conjunction with otherfaculty, staff or student(s)and constitutes a “work for hire” under U.S. federal law, the University will own the work.

**B. Faculty.** The University recognizes the academic tradition of allowing faculty members the right to retain ownership of the copyright in their works. In such cases, faculty shall be deemed to automatically grant to the University a non-exclusive, royalty-free perpetual license to materials that are developed for University courses or curriculum for all traditional, customary or reasonable academic uses of the material. However, the general rule regarding faculty ownership of copyrights is subject to the following exceptions:

1. Computer programs, when the programs are primarily created to perform tasks for the University, shall be owned by the University.

2. Databases and similar collections of information which are obtained primarily on behalf of colleges, schools, divisions or departments rather than individuals, or which involve issues of privacy, shall be owned by the University.

3. Works supported by extraordinary allowances or grants from the University shall be owned by the University.

 4. Copyright and intellectual property rights in works supported by grants or sponsorships shall be governed according to the terms and conditions of such grants or contracts or, in the event such grants or contracts are silent as to copyrights, such grants or contracts shall be governed by this policy.

C. **Students**.

 Intellectual property created or developed by a Student in connection with projects funded, in whole or in part, by an external agency or sponsor, shall be owned in accordance with the terms of any applicable contract or agreement between or among the University, and external agency, sponsor, faculty, staff or student. In the absence of such an agreement, any Intellectual Property arising from such project shall be owned by the University.

 Intellectual Property created or developed by a Student while acting in the capacity of an Employee shall be owned by the University.

 If a Student is not acting as an Employee, intellectual property created or developed by a student in collaboration with faculty or staff shall be owned, individually or jointly with such faculty or staff in accordance with applicable law, unless the student and the faculty or staff agree otherwise in writing;

 Unless otherwise delineated within other sections, Intellectual Property created by a student while making substantial use of university resources, created by a student pursuant to an express direction from the university or in conjunction with academic course requirements, shall be owned by the university unless otherwise specified by prior agreement.

**D. Courses.**

1. Copyrights arising in courses developed by faculty and approved for offering by the University ordinarily belong to their individual creators, but rights may vest in the University when the course or some part of it falls within the exceptions set forth Section B. above.

2. With respect to each such course, the University shall enjoy a permanent non-exclusive, royalty-free license to make all traditional, customary or reasonable academic uses of the course content of that course (the “License”). The course content of a course includes both the ideas and the expression arising extemporaneously as the course is actually taught and delivered to students, and this is so even when the course is recorded simultaneously with the initial delivery of the course content.

3. The License shall include a particular right in students duly enrolled in a course to take class notes for their personal use; but notes in or recordings of a course shall not be taken or disseminated for commercial purposes unless approved by the instructor.

4. The License also shall include a right in the University to offer the course, or to develop and offer derivative courses of instruction, in both conventional and non-conventional settings (including courses intended for use in Internet distance education projects), whether at the University or elsewhere. The License shall continue to be available to the University even if the faculty member in whom individual rights otherwise vest should leave the University.

**E. Distance Education.** :

1. A faculty member who intends to enter into any non-University distance education project in which he or she proposes to teach a course shall first disclose the proposed undertaking in advance to his or her dean (or designee), who will examine the proposed undertaking in order to insure that no conflict of interest or commitment will arise.

2. A conflict of interest or commitment will be presumed to arise under this policy:(a) when an individual proposes to teach a non-University Internet course substantially equivalent to a conventional course he or she is regularly assigned to teach at the University; (b) when an individual proposes to teach a non-University Internet course under circumstances likely to be directly competitive with an existing or proposed University Internet course, which he or she has been offered an opportunity to teach; or (c) when an individual proposes to participate in teaching a non-University Internet course under circumstances likely to confuse or mislead the public with respect to his or her primary obligations or allegiance as a member of the University faculty.

3. A faculty member who has engaged appropriately in a non-University distance education project as provided above shall nevertheless repeat the process of notice and clearance annually thereafter with respect to his or her continuing participation in any recurring project.

**F. PATENTS AND TRADE SECRETS**

Patent rights arise under federal law and give an inventor the right to exclude all others from making, using, selling or importing the subject matter defined in the claims of the patent throughout the United States, its territories and possessions for a period of time. Patentable subject matter is limited to new or improved processes,

apparatus, products or compositions of matter whether developed by faculty, staff or student independently or in collaboration with others.

Trade secrets are defined and protected under various state laws. These laws protect secret business information against unauthorized use or disclosure by one who obtained the information through improper means or through a confidential relationship. A trade secret consists of information that: (a) derives economic value from not being generally known to others, and (b) is the subject of reasonable efforts to maintain its secrecy. Information generally known to the public or easily learned by proper means is not a trade secret. Trade secrets may be used to protect forms of intellectual property which do not readily fall under the scope of trademark, copyright or patent law protections. Trade secrets may be protected as long as the owner successfully prevents them from becoming widely known. If information becomes common knowledge, it ceases to be a trade secret.

1. **Responsibility for Disclosure.**

A University faculty, staff or student, who alone or in association with others**,** including third parties, create any patentable subject matter or any non-patentable trade secret (“University Invention”) with the use of University resources are responsible for disclosing the University Invention to the University. Such disclosure shall be made when it can be reasonably concluded that a University Invention has been created, and sufficiently in advance of any publications, presentation or other public disclosure to allow time for possible action that protects rights to the University Invention for the creator and the University.

1. **Determination of Rights.**

Generally, the creator of a University Invention shall retain his/her rights, and the University shall not assert ownership rights. When intellectual property is created as part of work done under an agreement between the University and an external sponsor, ownership of that intellectual property will be governed by the terms of that agreement. The University will own all rights to a University Invention developed under any of the following circumstances, which rights of ownership the University may assert in its discretion:

1. Development was funded by an externally sponsored research program or by any agreement that allocates rights to the University.

2. Development required use of University resources or more than minimal use of University personnel.

3. The creator was assigned, directed or specifically funded by the University to develop the material.

4. Material was developed by faculty, staff or student(s) in the course of employment, academic duties or course of instructionand constitutes work for hire under U.S. law.