

Current Status: *Active*



SAINT ANTHONY
COLLEGE OF NURSING

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Category/Chapter:
Applicability:

6/12/2007
5/30/2019
Employees
SACN Operating Units

Intellectual Property and Copyright (503)

PURPOSE:

Saint Anthony College of Nursing is vested in strengthening the institution through the promotion of individual and group scholarship within the faculty, administration, and professional staff. This policy addresses intellectual property and copyright of those creative endeavors.

POLICY:

The College recognizes that its faculty, administration, and professional staff desire to develop professionally, and encourages them to do so. To that end, the College facilitates and encourages individuals to use reasonable periods of time within the scheduled work assignment as creative time devoted to the preparation of new and original course materials and resource materials. Such materials may be utilized in current course offerings or may have future use for course offerings or otherwise, including, but not limited to, the possibility of distribution or sale to others.

To the extent that College employment time, equipment, and materials (including, but not limited to, computers, data bases, library resources, paper, and duplicating services) may be utilized in the individual's creative and scholarly endeavors, the College believes that it is sharing in the development process to the benefit of the individual. Accordingly, the College believes that it is fair to expect to retain certain benefits and access to the creative and scholarly output of the individual.

To that end, the following Policy provisions have been established to protect the many interests of the individual faculty, administrative, or professional staff member, and the College of Nursing:

The faculty member is the owner of works created independently and at his or her own initiatives for traditional academic purposes, provided the following conditions have been met:

1. No equipment, supplies, resources, employees, or facilities of the College were used in the development of the work;
2. No part of the work was created during the faculty member's work time (the work was developed entirely on the faculty member's own time);
3. The work does not relate to the business of the College or to the College's actual or demonstrably anticipated research or development; and
4. The work is not the result of duties performed by the faculty member for the College.

Examples could include class notes, syllabi, tests, and examinations, and independently written books, articles, works of fiction and nonfiction, and educational software. This practice is applicable to paper, audiovisual, and electronic forms.

In some instances, the faculty/staff member and the College may agree to cooperate in undertaking a joint scholarly endeavor. In such cases, a formal written agreement will be developed between the parties which details the time and other resources contributed to the joint project by each party, and which details the sharing of ownership, proceeds, and other benefits by each party to the agreement.

An exception to this practice is *works made for hire*. These works include, but are not limited to, any works relating to the business of the College, made or conceived by the faculty member solely or jointly with others, under the scope of the faculty member's employment. The faculty member shall promptly disclose such works to the College, and such works shall be assigned to and remain the sole and exclusive property of the College. The faculty member shall cooperate with the College in the assignment of his or her rights as described in this Policy and perform all steps necessary to facilitate such assignment.

A faculty member, upon request by the College, shall transfer the entire copyright, or a more limited license, to the College or a third party, when a work is prepared pursuant to a program of sponsored research and is sponsored by a grant from a third party. In this instance, upon request by the College, the faculty member shall sign an agreement providing that the copyright will be owned by the College and/or the third party.

ATTACHMENTS:

No Attachments