

Intellectual Property Policy

United Tribes Technical College (“UTTC” or the “College”) encourages the development, writing, invention, or production of intellectual property designed to improve the productivity of the College, to enhance the teaching and learning environment, and to contribute to the betterment of the community. Intellectual property includes but is not limited to intellectual and creative works that can be copyrighted or patented, such as literary, dramatic, musical and artistic works, computer software, multimedia presentations, and inventions.

UTTC employees and students own all rights to copyrightable or patentable independent works created by that person without College support. Unless otherwise provided in an agreement, the College owns all rights to a copyrightable or patentable work created by the person with College support. The ownership of a copyright or patent resulting from the development of intellectual property, and any rewards or recognition attributed to the copyright or patent, will be determined according to the following conditions:

Ownership resides with the employee or student if the following criteria are met:

1. The work is the result of individual initiative, not requested by the College;
2. The work is not the product of a specific contract or assignment made as a result of employment or enrollment at the College;
3. The work is not prepared within the scope of the employee’s job duties or the student’s enrollment; and
4. The work involves insignificant use of College facilities, time, and/or other resources.
5. The student holds ownership in any assignment, project, paper, or thesis, automatically, without any need to register the work to obtain a copyright.

Ownership resides with the College if ALL of the above criteria are not met or if one or more of the following criteria applies:

1. The work is requested by the College.
2. The work is prepared within the scope of the employee’s job duties or the student’s enrollment; or
3. The work is the product of a specific contract or assignment made in the course of the employee’s employment with the College or the student’s enrollment; or
4. The development of the work involved significant facilities, time, and/or other resources of the College including but not limited to released time, grant funds, College personnel, salary supplement, leave with pay, equipment, or other materials or financial assistance; or
5. The work is performed jointly by the UTTC employee and employees of the sponsor.
6. The College and the employee or student may enter into an agreement for an equitable arrangement for joint ownership, sharing of royalties, or reimbursement to the College for its costs and support. When it can be foreseen that commercially valuable property

will be created, the College and the employee or student shall negotiate an agreement for ownership and the sharing of benefits prior to creation of the property. In all such cases, the agreement shall provide that the College will have a perpetual license to use the work without compensation to the employee or student for such use; or

7. If an employee is granted full or partial leave with pay (e.g., release time or educational leave) to write, develop, produce, or invent intellectual property, the employee and the College will share in any financial gain; and the College's share will be negotiated prior to the time the leave is taken.