



Intellectual Property	Administrative Policies
	Effective Date: January 28, 2020
	Approved Revision Date: January 28, 2020

- (1) This policy applies to all Dixie Tech employees, including faculty, administration, and staff, and to all Dixie Tech students.
- (2) Assignment and Intellectual Property Protection.
 - (a) Absent a signed agreement to the contrary, this Intellectual Property Policy is deemed to be a part of the conditions of employment of every employee of the College, including student employees, and of the conditions of enrollment and attendance by every student at the College.
 - (b) Dixie Tech employees and students shall, both during and after employment/enrollment, perform all lawful acts requested by Dixie Tech to enable Dixie Tech to perfect/record its ownership interest in Dixie Tech IP and to obtain and maintain patents, Trademarks, Copyrights, and other forms of legal intellectual property protection.
 - (c) Dixie Tech reserves the sole right and discretion to retain ownership, seek patent protection, obtain copyright or trademark registration, access, license, transfer, enforce, or otherwise administer Dixie Tech IP, unless the Dixie Tech IP is a Scholarly Work.
- (3) Title. Dixie Tech acquires and retains title to all Dixie Tech IP, with the following exceptions:
 - (a) Sponsored Research or Other Third-Party Agreements. Title to intellectual property created as a result of work performed under a sponsored research agreement or other third-party Agreement shall be subject to the sponsored research or third-party agreement.
 - (b) Consulting Agreements. Dixie Tech makes no claim to intellectual property created as a result of work performed by a Dixie Tech employee under a consulting agreement, provided that no Dixie Tech IP is used in the work performed under the consulting agreement. Dixie Tech IP may only be used in consulting arrangements after obtaining prior approval and/or a license from the Technology Committee.
 - (c) Scholarly Works. Dixie Tech waives its right to acquire and retain title to Scholarly Works created by its employees and students.
- (4) Duty of Disclosure. All Dixie Tech IP shall be disclosed to the Technology Committee by the Creator(s) promptly after the discovery or creation thereof and prior to any public disclosure (publication, presentation, poster, etc.). If a public disclosure has occurred, then the Creator(s) shall disclose the Dixie Tech IP to the Technology Committee as soon as possible to avoid further loss of rights, such as patent rights. The disclosure shall be in writing, and shall include sufficient detail for the Technology Committee to evaluate the commercial potential of the disclosed work and to seek legal protection, when deemed appropriate.

- (a) Dixie Tech IP Evaluation. Upon disclosure, the Technology Committee will evaluate the disclosed Dixie Tech IP for Technology Transfer and legal-protection potential. Technology Committee will communicate with the Creator(s) regarding its findings.
 - (b) Release of Title. If Technology Committee determines it will not initiate or continue Technology Transfer for a disclosed work of Dixie Tech IP, then the Creator(s) may request that title to the Dixie Tech IP be assigned to the Creator(s). Such a request must (i) be in writing, (ii) include the Creator(s) plans/intended use of the Dixie Tech IP, and (iii) be addressed to the Technology Committee. Any such request will be responded to by the Vice President of Administrative Services or his/her designee. Dixie Tech IP may be assigned to the Creator(s) if the transfer does not: (i) create an unmanageable conflict of interest for the Creator(s), (ii) violate any legal obligations of or to Dixie Tech, (iii) limit appropriate Dixie Tech uses of the materials, (iv) have significant commercial or public value that may best be exploited by Dixie Tech, or (v) otherwise conflict with Dixie Tech goals or principles.
- (5) Scope of Employment and Work for Hire. Dixie Tech shall retain title and 100% of the Revenues from Dixie Tech IP generated within the scope of an employee's employment or as part of a Work for Hire Agreement, including curriculum, textbooks, classroom instructional materials, e.g. tests, course or lecture notes, handouts, slides, or worksheets.
- (6) Revenues and Distributions. The College shall pay one-half of the Revenues (as defined below) from Dixie Tech IP owned by or assigned to the College to the Creator(s). The remaining one-half of the Revenues shall be the property of Dixie Tech.
- (7) College Use of Materials. The College may display, copy and distribute works of faculty-developed material, including copyrightable material, for College use without payment of royalties or other fees to the faculty member. Should a faculty member separate from the College, the College shall retain these rights without payment of royalties or other fees to the former faculty member.
- (8) Definitions:
- (a) Dixie Tech Intellectual Property or Dixie Tech IP means any Inventions, patents, Copyrights, Trademarks, service marks, Tangible Research Property, Trade Secrets, or know-how that is: (i) created by Dixie Tech employees within the scope of their employment and/or with the substantial use of Dixie Tech facilities, equipment, materials, or financial support; (ii) created by non-Dixie Tech employees, such as students, with the substantial use of Dixie Tech facilities, equipment, materials, or financial support; or (iii) otherwise assigned to Dixie Tech by a third party.
 - (b) Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. See 35 U.S.C. §101.
 - (c) Copyright means an original work of authorship fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a

machine or device. A work of authorship includes the following categories: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculpture works, motion pictures and other audiovisual works; sound recordings; and architectural works. See 17 U.S.C. §102.

- (d) Trademark means a word, phrase, symbol, or design, or a combination thereof that identifies and distinguishes the source of the goods or services of one party from those of others.
- (e) Tangible Research Property means tangible items produced in the course of research, such as compositions, chemical compounds, Biological Materials, materials, drawings, devices, integrated circuit chips, computer databases, computer software, prototypes, circuit designs, and equipment.
- (f) Biological Materials include, but are not limited to, products of synthetic biology, organisms, transgenic animals, plants and plant varieties, cells, cell lines, plasmids, vectors, viruses, cell products, cloned DNA and RNA, protein fragments, nucleic acid sequences, and protein sequences.
- (g) Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. See Utah State Code §13-24-2.
- (h) Scholarly Works means journal articles; theses; dissertations; and works that are purely artistic or musical in nature. Scholarly Works exclude (1) any Dixie Tech IP described in the Scholarly Work itself, such as Inventions, patents, Tangible Research Property, Trademarks, service marks, Trade Secrets, and know-how and (2) curriculum, textbooks, classroom instructional materials, e.g. tests, course or lecture notes, handouts, slides, or worksheets, generated within the scope of an employee's employment.
- (i) Creator means any inventor, author, or developer of Dixie Tech IP.
- (j) Revenues means any (i) royalties, (ii) fees (e.g. license fees, maintenance fees, and exit fees), and/or (iii) revenues derived as a result of equity (e.g. dividends and the sale of shares) that are actually received by Dixie Tech as a result of the Technology Transfer of a particular work of Dixie Tech IP less any Cumulative Expenses associated with the particular work.
- (k) Cumulative Expenses means any expenses incurred by Dixie Tech for the protection and/or Technology Transfer of a particular work of Dixie Tech IP. Cumulative Expenses includes, for example, expenses associated with the preparation and prosecution of a patent application and the maintenance of an issued patent.
- (l) Technology Transfer means the activities involved in taking Dixie Tech IP from its conceptual, emerging, prototype, or early developmental state to a point where commercial financial gains can be realized. It also encompasses the activities

involved in developing collaborations, partnerships, contracts, and similar agreements with commercial companies to achieve mutually beneficial commercial outcomes. These activities may include, but are not limited to, technology maturation, development of product prototypes, joint proposals to other funding entities, and performing technology demonstrations.

- (m) The Technology Committee consists of the Vice President of Instruction and the Vice President of Administrative Services, and such other persons designated by the College President.
- (n) Work for Hire Agreement means the Dixie Tech IP was prepared by an employee within the scope of his or her employment; or the Dixie Tech IP was specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work. See Copyright Code for further clarifications: www.copyright.gov/title17/92chap1.html#101