

Policy adopted: 02/08/99  
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## Personnel

### A. Intellectual Properties

Western Texas College recognizes inventions, discoveries, technologies, processes, methods, computer software, literary works, instructional materials, publications, literature, art, dramatic and musical works, and all audio visual materials including video, film, photographs, and audio programs as intellectual property. Trade secrets are a form of intellectual property and are proprietary information defined as any information whether or not copyrightable or patentable, which is not generally known or accessible and which gives competitive advantage to its owner. It is not intended that any intellectual property be excluded from this definition including, but not limited to, a definition of trade secrets as contained herein. All faculty and staff are free to publish and invent and subject to the terms hereof to benefit from publishing or invention. The College intends to make the benefits of this property available to the public at the earliest possible time, while balancing the equitable rights of the author or inventor, any sponsor, and the College. Faculty, however, are not to allow their writing or inventing to interfere with the regular assigned duties unless prior arrangements are made.

2. Disclosure of intent to publish or invent shall be made in writing to the vice president. The disclosure should stipulate any anticipated use of College funds, facilities, equipment, or time so that a written agreement as hereinafter described may be executed. The disclosure shall be reviewed by the vice president who shall respond in writing as to the intentions of the College within ten (10) working days of the disclosure. The College requires that disclosure statements be updated periodically.

3. Once the disclosure of intent is received by the vice president, such document shall be reviewed by the administrative staff, which consists of the dean of academic instruction, dean of Career and Technical Program instruction, dean of continuing education, dean of

student services, director of fiscal services, director of technology, director of maintenance, and the administrative assistant. A copy of the disclosure shall be furnished to each member of the administrative staff for review and comment. The staff will then discuss the comments relating to the disclosure and make recommendations to the vice president. The final approval rests with the vice president who in turn shall respond in writing as to the intentions of the college within ten (10) working days of the disclosure. The college requires that disclosure statements be updated periodically.

4. The intellectual property policy is intended to protect and promote the traditional freedom of Western Texas's faculty, staff and students in matters involving intellectual property and trade secrets; seeks to balance fairly and reasonably the equitable rights of authors, inventors, sponsors, and Western Texas; and attempts to ensure that any Intellectual property in which Western Texas has a equity interest is utilized in a manner consistent with the public interest. Copyright and patent ownership and the rights thereof are terms defined by Federal law; Western Texas believes that its intellectual property policy objectives will best be attained within the context of the federal laws by defining the equities of ownership in terms of the following categories:

a. Independent Works

(1) Intellectual Property shall be owned entirely by the employee if such material is developed independent of time

and facilities belonging to Western Texas College.

b. College Supported Works

(1) Western Texas College recognizes the benefits of having faculty and staff publish or produce works within the definition of Intellectual Property with appropriate acknowledgments made to the College. If the work is produced by a college employee in the course of the employee's employment with the College as illustrated by, but not limited to the use of facilities, time, or resources of the College including, but not limited to release time, grant money, developmental leave, or other material or financial assistance by the College, Western Texas College owns all rights to the work and shall pay for the cost of filing a patent and/or copyright subject to its right of reimbursement as set out herein. Upon disclosure as stated herein, a written agreement shall be entered into between the employee and Western Texas that stipulates the management of the work, sharing of royalties, and

the conditions under which Western Texas may relinquish ownership of the copyright or patent. Western Texas may recover any and all of its costs through the sale, licensing, leasing or use of such copyrightable or patentable material before any division of royalties will be made as designated in the written agreement. The Agreement shall further provide that Western Texas will have a perpetual license to use the work without further compensation.

#### c. Joint Works

(1) If the research and development work for a college invention is supported jointly by Western Texas and third party or parties, the ownership of the invention is determined by the terms of the written agreement between Western Texas and a third party. If the written agreement between Western Texas and a third party does not address the subject of ownership, Western Texas may enter into a written agreement with the third party covering the ownership, licensing, use of the inventions, and the division of the equities among the parties.

#### d. Trade Secrets

(1) Trade Secrets as defined above are owned by Western Texas College.

### 5. Equity and Management

a. A college employee who creates a copyrightable or patentable work with college support may have an equity interest in the work or a business entity involved with the work or may participate in the management of such business related to development of his/her intellectual property. However, this interest must be promptly disclosed to the vice president and agreement concerning same must be stipulated in the written agreement specified in College Supported Works.

### 6. Inventions and Discoveries

a. A "College Invention" is each invention or discovery by a college faculty or staff member that is conceived and reduced to practice by utilizing research or development facilities owned, under the supervision of, or made available by Western Texas College except a facility under lease to an organization or individual not subject to the supervision of Western Texas College. A "College Invention" as defined is the property of Western Texas College.

b. As soon as reasonably possible, but not more than 30 days after written disclosure, the inventor shall file a report with the vice

president which will include the following information:

- (1) A title that is technically accurate and descriptive,
- (2) An abstract of the invention,
- (3) A statement of the background of the invention,
- (4) A description of the invention,
- (5) A list of publications, if any, in which the invention has been disclosed and occasions on which the invention was disclosed orally to others,
- (6) A budget used to defray invention-related research costs,
- (7) The signature of the inventor/inventors,
- (8) The date report is filed with the vice president,
- (9) Dates on which update reports will be made to the vice president on progress and/or results of research.

## 7. Authority for Licensing

a. Authority for licensing a copyrighted work or patented invention covered by these policies shall reside in the owner of said

copyright or patent as defined herein.