

**Child Care Training Consultants, LLC
Intellectual Property Rights**



Child Care Training Consultants, LLC

Reviewed and Updated: 11/2021

Effective Date: 12/01/2022

Definition: A policy for governing intellectual property.

Authority: The CEO of Child Care Training Consultants, LLC

Scope: This policy and the associated procedures outline the incentives and protections for intellectual property matters. This policy applies to all individuals at CCTC engaged in work that is supported by CCTC.

Theresa Vadala, President/Curriculum Designer

Approval Date

Assistant Curriculum Designer

Approval Date

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I. OBJECTIVES

The first purpose of this intellectual property policy is to provide the necessary protections and incentives to encourage both the discovery and development of new knowledge, its transfer for the public benefit and its use for development of the economy; a second purpose is to enhance the generation of revenue for the CCTC Training organization and to provide financial and reputational benefits for the creator(s); and a third purpose is to preserve the CCTC's freedom to conduct research and to use the intellectual property created by that research or pursuant to an institutional initiative. The CCTC training organization is guided by the following general objectives:

- (1) to optimize the environment and incentives for research and for the creation of new knowledge at CCTC;
- (2) to ensure that the educational mission of CCTC is not compromised;
- (3) to bring technology into practical use for the public benefit as quickly and effectively as possible;
- (4) to protect the interest of both the training organization and the creators of intellectual property through a reasonable consideration for the training organization's investment in its intellectual property.

II. DEFINITIONS

Intellectual Property: The term "intellectual property" is broadly defined to include inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative or artistic works which have value. Intellectual property includes that which is protectable by statute or legislation, such as patents, registered or unregistered copyrights, registered or unregistered trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research and experimental results.

Traditional Academic Copyrightable Works: "Traditional academic copyrightable works" are a subset of copyrightable works created independently and at the creator's initiative for academic purposes. Examples may include class notes, books, theses and dissertations, educational software (also known as courseware or lessonware) that the creators may design for courses they teach, articles, non-fiction, fiction, poems, musical works', dramatic works including any accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic

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imagination that are not created as an institutional initiative.

Creator: "Creator" refers to an individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. "Creator" includes the definition of "inventor" used in U.S. patent law for patentable inventions and the definition of "author" used in the U.S. Copyright Act for copy written works of authorship.

III. COPYRIGHTS

A. Ownership

Unless subject to any of the exceptions specified enumerated below¹, creators retain rights to traditional academic copyrightable works as defined above.¹

The CCTC organization shall own copyrightable works as follows.

1. Works created pursuant to the terms of the organization agreement with a third party.
2. Works created as a specific requirement of employment or as an assigned organization duty that may be specified, for example, in a written job description or an employment agreement. Such specification may define the full scope or content of the employee's organization employment duties comprehensively or may be limited to terms applicable to a single copyrightable work².
3. Works specifically commissioned by the organization. The term "commissioned work" refers to a copyrightable work prepared under an agreement between the organization and the creator when
 - (1) the creator is not a organization employee, or
 - (2) the creator is the organization employee but the work to be performed falls outside the normal scope of the creator's organization employment.

Contracts covering commissioned works shall specify that the author convey by assignment, if necessary, such rights as are required by the organization.

4. Works that are also patentable. The organization reserves the right to pursue multiple forms of legal protection concomitantly if available. Computer software, for example, can be protected by copyright, patent,

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trade secret and trademark.

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IV. OTHER INTELLECTUAL PROPERTY (Patents, Trade Secrets, etc)

Except as otherwise specified in this policy or by the organization in writing, intellectual property subject to other protection (ex: patentable) shall belong to the organization if made: (1) by a organization employee as a result of the employee's duties, or (2) through the use of organization resources such as facilities, equipment, funds, or funds under the control of or administered by the organization.

Request a bill draft to amend the Nevada Revised Statutes to provide for the registration and protection of a single title of a creative work of authorship as a trademark in Nevada. (BDR -406)

LEGISLATIVE COMMISSION'S COMMITTEE TO STUDY TRADEMARK AND COPYRIGHT LAW Assembly Bill 383 (Chapter 461, Statutes of Nevada 2011)

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V. TRADEMARKS

Trademarks and service marks are distinctive words or graphic symbols identifying the source, product, producer, or distributor of goods or services. Registration of trademarks or service marks, at the state or federal level, shall be approved by the Provost (or designee). Proceeds received from commercialization of a registered or unregistered mark that is related to an intellectual property license for associated intellectual property will be shared with all creator(s) of the associated property as specified in section for proceeds received from commercialization of a mark that is licensed independently and is not directly related to an intellectual property license, the share that would normally be distributed to the creator(s) will be assigned to the unit(s) from which the trademark or service mark originated. Except as provided herein or subject to prior written agreement between the creator(s) and the organization, the organization will not share the proceeds from commercialization of a mark with the individual(s) who created the mark.

VI. INTELLECTUAL PROPERTY ADMINISTRATION

A. Disclosure

The creator of intellectual property shall promptly disclose to the Provost the existence and nature of the property when

- (1) the organization has an ownership interest under the provisions of this policy and the property has the potential to be brought into practical use for public benefit, or
- (2) the disclosure is required by law, or
- (3) the intellectual property was created as a result of federal government funded research.¹

The disclosure shall consist of a full and complete description of the subject matter of the discovery or development and identify all persons participating in the creation of the property. The creator(s) shall furnish such additional information and execute such documents from time to time as may be reasonably requested.

B. Evaluation and Exploitation Decisions

After evaluation of the intellectual property and review of applicable contractual commitments, the organization may develop the property through licensing, to an established business or a start-up company,

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may release it to the sponsor of the research under which it was made (if contractually obligated to do so), may release it to the creator(s) if permitted by law and current Organization policy, or may take such other actions considered to be in the organization interest. The organization is not obligated to protect the intellectual property rights of the work through acts such as filing for patent protection, registering the copyright, or securing plant variety certification, but may do so at its discretion. All agreements regarding intellectual property must be executed by the Provost or designee.

C. Questions Related to CCTC Organization Ownership

In the event there is a question as to whether the organization has a valid ownership claim in intellectual property, such intellectual property should be disclosed in writing to the organization by the creator(s) in accordance with section VII.A. Such disclosure is without prejudice to the creator's ownership claim. The organization will provide the creator with a statement as to the organization's ownership interest.

D. Informing Creators of Decisions

The Organization will inform principal creators of its substantive decisions regarding protection, commercialization and/or disposition of intellectual property which they have disclosed. However, specific terms of agreements with external parties may be proprietary business information and subject to confidentiality restrictions.

E. CCTC Organization Abandons Intellectual Property

Should the organization decide to abandon development or protection of organization owned intellectual property, ownership may be assigned to the creator(s) as allowed by law and current organization practice, subject to the rights of sponsors and to the retention of a license to practice for organization purposes. The minimum terms of the license shall grant the organization the right to use the intellectual property in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The organization may retain more than the minimum license rights, and the assignment or license may be subject to additional terms and conditions, such as revenue sharing with the organization or reimbursement of the costs of statutory protection, when justified by the circumstances of development.