

## I. Purpose

To establish a method to determine, recognize and respect the rights and obligations of the College, its employees, its students, and its contractors regarding Intellectual Property.

## II. Scope

This policy applies to all employees, including those persons working, with or without monetary compensation, on any project under the direction and control of the College or using College facilities or conducting activities under the supervision of College personnel ("Members").

This policy also applies to all Intellectual Property that is created, authored, conceived, or invented, in whole or in part, by any Member or third-party contractors ("Contractor") while performing their Job Duties or other contractual responsibilities for the College.

## III. General

The College wishes to encourage the development of Intellectual Property and to structure the rights of ownership and use of Intellectual Property created by Members in a way that both supports the exercise of academic freedom, innovation, and creativity and also permits the College to use materials created and owned by Members under certain circumstances.

### A. Ownership of Intellectual Property

1. A Member shall own Intellectual Property that such Member creates without the Substantial Use of College Resources and outside the performance of such Member's Job Duties unless such Intellectual Property is part of a Commissioned Work or a Sponsored Work.
2. The College shall own Intellectual Property that is created by a Member (1) while performing such Member's Job Duties for the College (even if the Member is not specifically requested to create specific Intellectual Property as part of such performance), (2) with Substantial Use of College Resources, or (3) as part of a Commissioned Work or Sponsored Work.
3. Independent Intellectual Property that is created by a Member shall be owned by the Member and shall not be subject to this Policy.
4. Unless otherwise agreed in writing, Intellectual Property created by a Contractor shall be owned by the College, and title to such Intellectual Property shall be transferred to the College in a signed writing.
5. In the event that ownership of Intellectual Property is addressed in a separate signed writing between the College and a Member or a Contractor (such as in

connection with a sabbatical approval), the terms of that signed writing shall control.

## **B. Use of Intellectual Property**

Members grant the College a nonexclusive, irrevocable, non-commercial, paid-up, worldwide license to use, reproduce, modify, and create derivative works from a Member's Intellectual Property for the College's educational purposes, subject to the procedures referenced below.

The College encourages the creation, use, and ongoing maintenance of openly-licensed educational resources ("OER"). The College further recognizes that Members should have a significant role in the determination of how Intellectual Property will be licensed, publicized, commercialized, developed, and disseminated. Accordingly, the College will, in the absence of compelling institutional interest to the contrary, permit Members the freedom to make Intellectual Property which is subject to College ownership readily accessible by placing such Intellectual Property in the public domain, or assigning to such Intellectual Property an Open License, provided that doing so does not violate the terms of any existing College agreements or policies or government regulations. Creation, designation, and use of OER (including the use of Open Licenses) may be covered by separate College policies and procedures.

## **C. Procedures**

1. Intellectual property procedures shall be consistent with this policy and the College's contractual and legal obligations, including those established by individual agreements, collective bargaining agreements, grants, and contractor agreements.
2. The College's intellectual property procedures shall address issues relating to the implementation of this policy including but not limited to the disclosure, licensing (including open licensing), ownership, use, exploitation, commercialization, and compensation for intellectual property covered by this policy.
3. The Provost/Vice President of Academic Affairs or designee shall be responsible for establishing, revising, interpreting, and administering such procedures.

## **D. Definitions**

For the purpose of this policy, the following definitions shall apply:

1. **College Resources** means College funds or funds administered through the College, College space, equipment, personnel, tangible or intangible research materials, information, and/or materials. College Resources include things such as College facilities, computing, and graphic services, equipment, staff support, and supplemental pay.
2. **Commissioned Work** means work requested by the College in writing from a Member which is outside the Member's Job Duties.

3. **Independent Intellectual Property** means Intellectual Property that is created, authored, conceived, and invented (a) outside the Member's Job Duties, (b) without the Substantial Use of College Resources, and (c) independent from Member's relationship with the College.
4. **Intellectual Property** means creations of the mind which are established and can be protected by one of the following: copyright, patent, trademark, or trade secret law. As set forth in further detail in the College's procedures, (a) copyrightable works include original works of authorship, including books, articles, study guides, syllabi, workbooks, manuals, bibliographies, instructional packages, tests, video or audio recordings, films, slides, transparencies, charts, graphic materials, photographic or other similar visual materials, film strips, multimedia materials, 3D materials, exhibits, software, and databases., (b) patentable works include useful, novel and non-obvious inventions and ideas eligible for patent protection under applicable law, (c) trademarks include names, symbols, logos, graphics, and other marks that are used to identify the source of goods and /or services, and (d) trade secrets include information that derives independent economic value from being secret and are the subject of reasonable efforts to maintain secrecy.
5. **Job Duties** shall mean responsibilities or activities that are a regular or routine product of a Member's essential work that such Member is employed to do. Job Duties shall include all responsibilities identified in job descriptions applicable to such Member or as described in a contractual agreement.
6. **Sponsored Work** means work requested by an organization, agency, or individual that provides funding, equipment, or other support for the College or Member to carry out a specified project pursuant to a written agreement. "Sponsored Work" includes, without limitation, sponsored research.
7. **Substantial Use of College Resources** means unreimbursed use of College Resources which requires additional expenses that are not part of standard expenses for supporting a Member in the performance of their Job Duties. Examples include but are not limited to assistance and time of College employees outside the classroom, and the use of facilities not generally available to all Members, such as video facilities or laboratories. Ordinary use of College-issued computers and devices, College libraries, and routine support from College faculty and staff in connection with student classwork does not constitute "Substantial Use of College Resources." Any use of College Resources for private commercial purposes is considered "Substantial Use".
8. **Open License** means a license assigned by a copyright owner that permits access, use, distribution, and often revision by others without requiring the prior express permission of the copyright owner but subject to limited restrictions. Common restrictions include attribution required, share-a-like on derivative or reproduced copies, or inclusion of source code where applicable. Examples of open licenses include but are not limited to the Creative Commons (CC) licenses and popular open sources licenses such as the General Public License (GPL), the Apache License, or the MIT license.

#### **IV. Responsibility**

Responsibility for the interpretation and administration of this policy is delegated to the Provost/Senior Vice President of Academic Affairs or designee.

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