

Greensboro College
Policy on Intellectual Property Rights

I. General Statement of Purpose

Greensboro College extends every possible protection to its faculty members, staff members, and students in their production of creative works, as defined by law. The College encourages faculty and staff to engage in innovative curriculum development, scholarly pursuits, and research. The purpose of Greensboro College's Intellectual Property Policy is to define ownership of intellectual property rights and establish procedures for the application of the Policy.

This Policy is intended to maintain traditions that foster the free and open exchange of ideas and follows a basic tenet of the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors, "Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free expression." This Policy shall not abridge the rights of a creator to publish or distribute intellectual property except if the College so requests that the creator agrees to a brief delay in publication or any other type of external dissemination in order to permit the College to secure protections for intellectual property disclosed to it by the creator of the intellectual property.

Works of authorship and artistic expressions protected by this policy include literary, musical, sculptural, dramatic, pictorial, design, scientific, and compositions that are computer readable, computer displayable, video- or sound-recorded. Greensboro College recognizes faculty ownership of copyright in traditional works of electronic and print creation including but not limited to, textbooks, scholarly articles, musical compositions, visual arts, electronic programs, digital course materials, and poems. In essence, professors and staff own the copyright to their own scholarly works unless otherwise established by the author of the work and the College. Greensboro College retains all copyrights of (1) intellectual property created explicitly in a work-for-hire agreement; (2) its own copyrighted materials generated for use by the College community at the discretion of College authorities; and (3) materials as agreed to by appropriate parties. This policy applies to staff, faculty, and students of Greensboro College. Nothing in this Policy shall constitute a waiver by the College of any rights that the College has under any other College policy.

This policy is effective 1 September 2003. It applies to all intellectual property disclosed to the College on or after 1 September 2003.

- II. Works Subject to Copyright and Patent Protection
When a work is potentially subject to protection under both copyright law and patent law, the creator will assign copyright to the College. In commercialization of such works, the creator will be compensated in accordance with this Policy.
- III. Compliance
The Greensboro College Mission states that the College "...unites the liberal arts and Judeo-Christian values in an atmosphere of diversity and mutual respect." In order to achieve these goals, the College anticipates that members of its community will abide by the principles as set forth in this document. Failure to comply with the provisions of the Policy is a violation of College rules and procedures and may result in discipline of an employee in accordance with applicable College policies and procedures.
- IV. Definitions
- a. Definition of College: In this policy, "College" refers to Greensboro College.
 - b. Definition of Creator: The individual or group of individuals who author, invent, compose, sculpt, paint, draw, program, photograph, or are directly responsible for the creation of any intellectual property as defined by intellectual property statutes shall be referred to in this policy as "creator."
 - c. Definition of Intellectual Property: "Intellectual Property" refers to materials that may be copyrighted, patented, and/or trademarked. The intellectual property covered by this policy is any invention, improvement, discovery, work of art, or composition of print or electronic media created by an employee of the College. Intellectual property includes, but is not limited to print media such as books and articles, works of visual art, music, instructional materials, tests, research findings, organisms and other biological materials, records of confidential material, bibliographies, syllabi, and theses. Intellectual property may be in the form of computer programs, files (electronic and print), databases, graphics, video and audio recordings, film, slides, transparencies, live video or aural transmissions, and digital images.
 - i. Copyright: The Copyright Law of the United States protects original works of authorship that are fixed in a tangible medium of expression. Originality means that the work is an independent creation and has not been copied. A work is fixed in a tangible medium when it is sufficiently permanent or stable to permit it to be perceived, reproduced, or otherwise communicated for a period of more than transitory duration. Categories of copyrightable

works include literary works; musical works including accompanying lyrics; dramatic works including accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audio-visual works; sound recordings; and architectural works. Copyright protection does not extend to ideas, procedures, processes or other useful articles, although the original manner in which such ideas are expressed are protectable. The Copyright Act grants the copyright owner five exclusive rights: (1) to reproduce the work; (2) to make derivative works based on the work; (3) to distribute copies to the public; (4) to perform the work publicly; and (5) to display the work publicly. These rights may be licensed separately or bundled together by the copyright owner. Copyright ownership in a work is separate from ownership of the tangible object in which the work is contained or otherwise expressed. Copyright ownership initially vests in the creator of the work. The exceptions to this rule are when the work is a work-for-hire or a commissioned work.

ii. Patent: The term “Patent” refers to that bundle of rights that protect (1) inventions or discoveries that constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; (2) new and ornamental designs for any useful article and plant patents for asexual reproduction of a distinct variety of plant, including cultivated sprouts, mutants, hybrids, and seedlings, other than a tuber propagated plant or plant found in an uncultivated state.

iii. Computer Programs: Computer programs that are part of a new and useful process may be eligible for patent protection. Programs embodying minimally original expression may be eligible for copyright protection.

iv. Duration of Copyrights and Patents: The duration of a copyright (for works created and published after 1 January 1978) is the life of the author plus seventy years. Copyright protection under the Copyright Act attaches as soon as a work is fixed in a tangible medium of expression. There is no need to place a notice on copies or apply to the Copyright Office for registration of an article, but there are benefits in doing so. The duration of a patent is 20 years from the date of the filing of the patent. Actual patent protection begins when the patent issues from the Patent and Trademark Office.

d. Definition of Works-for-Hire: “Works-for-hire” refer to a works that are prepared by an employee within the scope of her or his employment at the College. Works also are considered works-for-hire if there is a written agreement between the creator and the College stating that the work is

considered a work-for-hire. Work-for-hire means that the College is considered the author of the work.

- e. Definition of Commissioned Works: Works of authorship are considered commissioned by the College if their creation is specifically directed by the College for its own use. A commissioned work is one sponsored or co-sponsored by the College where the creator has explicitly agreed in writing to assign ownership and all derivative income from the work and ownership of the work to the College, or the College and the co-sponsor.
- f. Definition of Sponsored Research: “Sponsored research” refers to intellectual property created as a result of work conducted under an agreement between an external sponsor and the College that specifies the ownership of such intellectual property shall be owned as specified in said agreement.
- g. Definition of Income: “Income” refers to the gross monetary payments that result from the creation of a copyrightable or patentable intellectual property. Tuition and other student fees are explicitly excluded from this policy.
- h. Definition of Significant Use of College Facilities: “Significant use of College facilities” refers to extensive unreimbursed use of major College laboratory, studio or computational resources, or human resources. The use of the facilities must be central to the creation of the intellectual property. Incidental use of a facility does not constitute substantial use. Extensive use of a facility commonly available to all employees and students such as the library and offices does not constitute significant use of College facilities. Use is considered “extensive” and facilities will be considered “major” if use of similar facilities would cost the creator more than \$5,000 if purchased or leased in the public market. Creators wishing to reimburse the College for the use of facilities must make arrangements to do so before the level of facilities usage for the creation of a particular intellectual property is substantial.
- i. Definition of Significant Use of College Funds: This phrase refers to funds provided by the College in excess of \$5,000 used to develop a particular intellectual property. A reasonable cost will be assigned by the College to those resources for which a cost figure is not available, such as a portion of a salary, support staff compensation, and other equipment and resources dedicated to the creator’s efforts. Resources such as libraries that are available to all employees shall not be counted in the assessment of College funds. The calculation of “significant use of College funds” will be made based on the facts and circumstances of each case of intellectual property.

- j. Definition of Instructional Materials: “Instructional materials” are defined as works, other than institutional works, the primary use of which is for the instruction of students.
- k. Definition of Course Content: “Course content” refers to the expression of the intellectual content of the course as taught at or through the College.
- l. Definition of Courseware: “Courseware” refers to tools and technologies used to present course content including, but not limited to, systems of electronic delivery, recordings, and videotapes. Courseware is independent of the content expressed.
- m. Definition of Students: “Students” are all persons enrolled in at least one course at the College and who are acting within the scope of their academic work, including but not limited to, undergraduate, graduate, consortium, teacher-licensure only, and non-degree seeking special students. Employment by the College shall not abridge students’ rights relating to their academic activities except as may be stipulated in this Policy.
- n. Definition of Faculty: “Faculty” refers to members of the College’s faculty organization as defined in the *Greensboro College Faculty Handbook*, including but not limited to personnel with full-time and part-time faculty appointments. Staff members who teach credit courses shall be considered faculty in the course of their teaching responsibilities.
- o. Definition of Staff: “Staff” refers to any employee of the College other than students and faculty. A student who is also a part-time College employee is bound by this policy for any activity related to employment.
- p. Definition of Employee: “Employee refers to a person compensated for work by the College, including faculty members, staff members, and student workers.

V. Determination of Ownership

- a. Administrative Activity
The Intellectual Property Council (IPC) is responsible for the implementation and administration of this Intellectual Property Policy. The IPC, in consultation with appropriate bodies, will develop amendments and modifications to this Policy. The IPC will consider notifications of intellectual property and determine the conditions of ownership as set forth in this Policy.

The IPC (1) determines whether to seek intellectual property protection on behalf of the College, and (2) determines whether the intellectual property in which the College holds an interest is marketable, and if so, then takes the appropriate steps on behalf of the College for marketing and licensing the property, including transferring the College's right to another entity established to manage intellectual property on behalf of the College.

The IPC, in consultation with appropriate bodies, shall (1) distribute revenues received as a result of the implementation of this Policy; (2) advise the creator in writing whenever the College does not claim ownership of an interest in an intellectual property of which the creator has notified the College; and (3) interpret the Intellectual Property Policy including, but not limited to, the determination of ownership on intellectual property.

- b. **Composition of Intellectual Property Council**
The IPC shall include the Vice President for Academic Affairs, the Dean of the Faculty, the Associate Vice President for Technology, and the Chief Information Officer. The Vice President for Academic Affairs shall serve as the convener and chair of the IPC.
- c. **Works-For-Hire**
The college owns all intellectual property that is a work-for-hire. All works created outside and unrelated to the scope of an employee's position shall be owned by the employee exclusively.
- d. **Significant Use of College Resources**
The creator owns all intellectual property created without significant use of College facilities, including intellectual property rights in computer software and data bases. Ownership of intellectual property created with substantial use of College facilities, but not directly arising from externally sponsored work, or from work for which the College has declared itself as sponsor, shall be determined as set forth in this policy contingent on whether the creator or the College develops the intellectual property.
- e. **Sponsored Research and External Funding**
Ownership of intellectual property resulting from research sponsored in whole or in part by a federal agency will be treated in accordance with federal law, including The Digital Millennium Copyright Act of 1998, Public Law 96-517, and the Bayh-Dole Act (1980) and appropriate amendments, wherein the federal agency is granted a non-exclusive, non-transferable royalty-free license to any patent generated by the research, provided that the College advises the agency in a timely manner of the intent to elect title to the invention and seek patent protection. The inventor must disclose any potential patentable invention to the College.

In accordance with the Bayh-Dole Act, the College will own the invention. Therefore, the inventor will be required to sign the appropriate legal assignment documents upon request by College officials.

Ownership of intellectual property resulting from research that is funded wholly or in part by an industrial partner, philanthropic organizations including non-governmental agencies, or by an individual, will be determined in advance by a written sponsored research agreement between the College and the funding source. If the College declares itself to be a sponsor, but does not declare itself to be the owner of the intellectual property, ownership will be determined by the following stipulation.

Ownership of intellectual property created with substantial use of College facilities and directly arising from work sponsored under an agreement between an external sponsor and the College, or from work for which the College has declared itself a sponsor, but for which neither the external sponsor nor the College have specified the ownership of resulting intellectual property shall be determined as set forth hereinafter depending on whether the creator or the College develops said property.

f. **Commissioned Works**

Intellectual property ownership of all commissioned works remains with the College unless the College and the creator stipulate in writing to an agreement to share ownership. Conditions of the shared ownership shall be placed in writing and agreed upon by all appropriate parties.

g. **Teaching Materials**

i. **Traditional Courses:** Intellectual property created solely for the purpose of satisfying a course requirement is owned by the creator and not the College unless the creator assigns ownership to the College in writing or assignment of such ownership rights to the College is made a condition for participation in a course. A faculty member has the right to use all expressions of course content and courseware he or she develops or creates in the normal course of teaching or researching at the College. This includes the right to make changes to the works and the right to distribute such works to Greensboro College students, faculty, and other College personnel for teaching, research, and other non-commercial College purposes. The College claims ownership of intellectual property created in a course that is pursuant to sponsored research or other contractual arrangements with external parties. Ownership will be determined in accordance with the terms of the College's agreement with the external party and applicable law. In order to facilitate joint work on teaching materials and to support collaborative teaching, individuals who contribute teaching

materials used in jointly developed and taught College courses grant a nonexclusive, nontransferable license to the College to permit other contributors to the course materials to continue to use those jointly produced teaching materials in College courses. A faculty member, staff member, or student may not use the College name, trademarks, or any symbols in the distribution of materials, traditional or electronic, without the written permission of the IPC except as may be implied through use of a pre-existing, College owned formats. The College shall not commercialize either institutional or non-institutional course content and courseware without the written agreement of the person or persons who created the course content or courseware.

ii. On-Line Courses: In addition to the stipulations presented in Part III, section e., sub-section *i*, the following applies to online courses. Ownership of digitalized course materials remain with the creator. Faculty, staff, and students shall not license, sell or grant third parties a right to use online course materials that they have created and own and that is technology-mediated by the College when the materials include the name of the College, any College trademarks, service marks, or symbols or any intellectual property of any kind that is owned by the College or the College's agent without the prior approval of the Dean of the Faculty or his/her designee.

iii. Computer Software: A copyright for computer software remains with the creator of the software. If the computer software is patentable, the College will require the creator to transfer the patent rights to the College, provided a significant use of College funds or significant use of College facilities has occurred in the creation of the work or if the software creation is the result of a work-for-hire or commissioned work. If the software is not covered by patent laws, the College does not claim copyright ownership unless there is an independent basis for asserting such rights.

h. Works That Use the College's Name
Use of the college's name, trademark or other identifying symbols in connection with a work, other than identification of the creator as a faculty member, staff member, or student at Greensboro College, is a significant College resource. The College has an interest in such resources and retains the right to approve or disapprove use of its name on any work. Faculty, staff and students may not use the College's name or other identifying symbols in the creation or use of works that might in any way suggest College sponsorship or endorsement where there is none. Any use of the College's name or other identifying symbol in connection with a

work created by a faculty member, staff member, or student must be approved in advance by the IPC.

i. Outside Consulting

Consulting for organizations outside the College is encouraged and may be performed by College employees pursuant to applicable College policies. If the employee's obligations under this Intellectual Property Policy conflict with the employee's obligations to the consulting entity, the obligations under this Intellectual Property Policy take precedence. No use of significant College resources, financial support, or other College employee(s) may be made in the course of outside consulting activities unless prior written approval is granted in advance by the IPC.. All consulting must conform to College policies on outside activities and the use of the College's name or other identifying symbols. If a creator does not make any use of College resources in the course of her or his outside activities and complies with other applicable College policies, the College does not assert rights of ownership from such activities.

j. Students

The College retains copyright ownership or patent registration of works created by students when the works are (1) within the scope of an employment relationship with the College or with one of its employees, (2) the result of significant use of College facilities or funds, and (3) created for use and distribution by the College, such as the *Collegian* and the *Lyre*. Intellectual property produced by students as part of their course work, theses, and research other than funded research for which the College has obligations to others, is owned by the students. Students who are working on a project governed by a contract or agreement to which the College is a party will be bound by the terms of the contract or agreement. Students who are hired to perform specific tasks that contribute to a copyrightable work or patent will ordinarily have no rights to ownership of that work, regardless of the source of funds from which they are paid. The party owning the copyright or patent of the work will retain copyright ownership or patent registration of the portion of the work contributed by the student. Student works created with faculty and/or staff that result in copyrightable or patentable materials may be granted the same rights and obligations of copyright ownership or patent as any other College employee working on a project. Students and employees should establish these rights at the outset of their collaboration.

VI. Rights of Ownership

a. Placing Intellectual Property in the Public Realm

Creators wishing to place their intellectual property in the public domain are responsible for ascertaining that the right to public dedication of the intellectual property is not limited by any external agreement, College sponsorship arrangement, or terms of employment. The IPC will provide such a determination in writing upon request by the creator. It is the creator's responsibility to ensure that disclosure does not include intellectual property owned by others. To facilitate the transfer of intellectual property to the public domain, the creator shall provide the College with a complete description of the articles and documentation of the property to be placed in the public domain, specifically including a copy of the property in the case of printed materials, and complete machine-readable code in the case of software. All such materials provided will be placed in the College library and made available to the public.

The College will provide any member of the general public copies of such material on a cost-recovery basis. If a creator of a work whose copyright is owned by the College, including a creator of a commissioned work or a work-for-hire, requests to make a work freely available to the public through non-commercial licensing or other means, the College, subject to the terms of any applicable agreements with third parties under which the work was created, will accommodate such wishes as long as the College determines that the benefits to the public of making such works freely available outweigh any advantages that might be derived from commercialization.

b. Preserving Rights for the College

Creators shall assign rights in applicable intellectual property to Greensboro College. Creators may not assign, or license rights in, applicable intellectual property to third parties without the written consent of the IPC.

The College may acquire ownership or use of intellectual property by assignment, license, gift, bequest, or any other legal means. If the College decides to seek protection of intellectual property, it shall proceed either through its own efforts or those of a private firm or attorney to obtain the protection and/or to manage the intellectual property in the case of a commercialized work. The College retains a royalty-free license to use the intellectual property for non-commercial research and teaching within the College. The College shall receive a share of all proceeds from commercialization of an intellectual property after the creator has recovered documented costs for obtaining legal protection for the intellectual property. On behalf of the College, the IPC shall negotiate

with the creator to reach a mutually agreeable distribution of the proceeds in the case of a commercialized work. This agreement shall be placed in writing and submitted to the President of the College. The College shall administer such intellectual property in accordance with this policy unless otherwise required by the terms of the acquisition.

c. Release to the Creator

The College shall negotiate promptly, upon written request by the creator, the transfer to the creator of the College's interest in any intellectual property that it has chosen not to protect or commercialize, subject to any legal obligation to offer its interest to a sponsor, licensee, or other institution with rights to the intellectual property before it can agree to negotiate the transfer of the College's interest in an intellectual property to the creator.

d. Joint Ownership

The College and the creator may negotiate for joint ownership of intellectual property including the distribution of income at the time of disclosure.

e. Income Distribution

Unless otherwise agreed upon in writing by the creator and the College, income, including, but not limited to, royalties, residuals, and licensable revenues, from any intellectual property, shall be distributed as following:

- (1) In cases of commissioned works or works-for-hire:
10% of income to creator
90% to the College
- (2) In the case of intellectual property where the creation is sponsored in part or in full by a College grant or other direct support such as the significant use of College facilities or significant use of College funds:

For Faculty:

Initial \$5,000 to creator

After \$5,000, balance to the College in the amount to cover the original grant or grants, or the College's calculation of net financial value of significant financial resources and /or significant facility resources:

After \$5,000 and payment to College to cover costs noted above, 70% to the creator, and 30% to be equally distributed between the Bryan Fund for Summer Development and the George Fund for Summer Development.

For Staff:

Initial \$5,000 to creator

After \$5,000, balance to the College in the amount to cover the original grant or grants, or the College's calculation of net financial value of significant financial resources and /or significant facility resources:

After \$5,000 and payment to College to cover costs noted above, 70% to the creator, and 30% to establish and maintain a staff development fund.

For Students:

Initial \$5,000 to creator

After \$5,000, balance to the College in the amount to cover the original grant or grants, or the College's calculation of net financial value of significant financial resources and /or significant facility resources:

After \$5,000 and payment to College to cover costs noted above, 70% to the creator, and 30% to be distributed to establish and maintain a student research development fund.

- (3) In the case of intellectual property where the creation is sponsored by an outside source and where the Policy does not infringe on prior agreements among the creator, the grantor, and the College:

For Faculty:

Initial \$5,000 to the creator

After \$5,000, 70% to the creator, and 30% to be equally distributed among the Reynolds Fund for Faculty Development, the Bryan Fund for Summer Development and the George Fund for Summer Development.

For Staff:

Initial \$5,000 to the creator

After \$5,000, 70% to the creator, and 30% to establish and maintain a staff development fund.

For Students:

Initial \$5,000 to the creator

After \$5,000, 70% to the creator, and 30% to establish and maintain a student research development fund.

f. Other Intellectual Property

If the College receives income from intellectual property disclosed to and licensed to the College, it may be reasonable to share some portion of the net income with the creator in the form of a bonus, professional development grant, research grant, or other temporary salary supplement.

Any such distribution will be made at the discretion of the IPC in consultation with the creator and other appropriate bodies.

- g. **Right to Publish**
Nothing in this policy shall be construed as affecting the rights of a creator to publish, except that the creator must agree to observe a brief period of delay in publication or external dissemination if the College so requests as necessary to permit the College to secure appropriate protections for intellectual property disclosed to it by the creator.
- h. **Pre-Existing Rights**
If the intellectual property is a derivative of a regular academic work product or a course requirement, or otherwise uses pre-existing employee or student owned intellectual property, the employee or student retains all pre-existing rights. If the intellectual property is a derivative of a regular academic work product or a course requirement, or otherwise uses pre-existing College-owned intellectual property, the College retains its pre-existing rights.
- i. **Use of Copyrighted Material**
The College is committed to complying with all applicable laws regarding copyright as codified at Title 17, United States Code, Sect. 101 et seq. As an institution devoted to the creation, discovery and dissemination of knowledge, the College supports the responsible, good faith exercise of full fair use rights as codified in law. All faculty, staff, and students are responsible for complying with College guidelines regarding the fair use of copyrighted materials and for complying with the requirements of copyright law, including obtaining required permissions to use copyrighted materials. Faculty, staff, and students shall not exercise any rights under copyright law in works owned by others unless they have prior written permission of the copyright holder, the work is in the public domain, or the use of the work qualifies as fair use under copyright law. For clarification and application of the College's policy on use of copyrighted material, please see *Greensboro College Copyright and Fair Use Guidelines*.
- j. **Infringement**
Determination of whether a specific use of copyrighted work constitutes copyright infringement will be made by the appropriate College agency. Students are subject to the terms of the Academic Honor Code and the Student Conduct Code. The IPC, in consultation with appropriate others, will determine whether infringement has occurred in the case where faculty and/or staff are involved. The IPC will attempt to achieve remedy, resolution, or legal action.

VII. Procedures

a. Implementation of Policy

The IPC has the authority and responsibility for implementation, coordination, and general administration of this Policy. Subject to other provisions of this Policy and applicable law, the IPC may enter into agreements with creators with respect to ownership, licensure, disposition of intellectual property, disposition of income, resolution of disputes, and all other matters related to intellectual property in which the College has an interest under this Policy except in cases of dispute appeals. The IPC has the authority to seek protection under copyright, trademark, and/or patent laws, and enforce, defend, manage, and take any action relevant to the College intellectual property rights necessary for the proper administration of this policy. The IPC is the initial point of contact for intellectual property issues at the College.

b. Disclosure

Creators shall disclose promptly to the College any applicable intellectual property in which the College may have an ownership interest. Disclosure shall be made on an Intellectual Property Disclosure Form to the IPC, with copies to the employee's immediate supervisor and supervising President's Council member. Premature or inappropriate disclosures may defeat legal protection of intellectual property. The College and the creator will collaborate to facilitate scholarly disclosures and the acquisition of appropriate intellectual property protection.

c. Agreements

All agreements for release to a creator of a work shall include provisions that (1) the College will have a non-transferable, royalty-free license to use the work for the College's own educational or research use, and (2) if commercialization of the work generates income as indicated in section VI. f.

d. Assignments to the College

All assignments must be in writing and conform to the requirements of this Policy. Creators of intellectual property shall assist as reasonably possible in the execution of appropriate assignments and other documents required to set forth effectively the ownership of, and rights to, applicable intellectual property. The College may, at its sole discretion, permit the creator to assign or license intellectual property. The College may not withhold consent for assignment or licensing unreasonably and in no case unless the College intends to pursue protection for the intellectual property.

- e. **Copyright Agreement**
This Intellectual Property Policy constitutes an understanding that is binding on the College and on its faculty, staff, and students and others covered as conditions of their participating in College educational programs and research or their use of College facilities or resources.

- f. **Creator's Obligations Regarding Copyrights**
Creators of applicable intellectual property shall assist as reasonably necessary for the College to obtain statutory protection for the intellectual property and to perform all obligations to which it may be subject concerning the intellectual property, including executing appropriate assignments and other documents required to set forth effectively the ownership of and rights to applicable intellectual property. The creator retains responsibility for stewardship of her or his intellectual property. The creator has the right to be identified, or to refuse to be identified, as the creator by the College and by subsequent licensees and assignees, except as may be required by law. The creator retains the rights to pursue related research and creative activities, determine methodologies, draw conclusions, disseminate information, and develop related intellectual property, including derivative works, except to the extent that the creator has voluntarily entered into contractual arrangements or is required by legal or professional considerations to do otherwise.

- g. **Release to Creator**
Subject to the terms of any applicable agreements with third parties under which the work was created, the College will consider a request by the creator to transfer copyright ownership in the work to the creator, subject to an irrevocable royalty-free license to the College to use the work for its own non-commercial purposes. Such a request must be approved by the IPC and will be conditioned upon reimbursement to the College by the creator for expenses the College has incurred in connection with the work. The College will act as expeditiously as possible in considering such requests by creators.

- h. **Dispute Resolution**
Questions of interpretation or claim arising out of or relating to this Policy, or dispute as to ownership rights of intellectual property under this Policy, will be settled through the following procedures:
 - i. **Informal Means:** Parties must attempt to resolve any issue or disagreement through all possible informal means available before proceeding to formal mechanisms of resolution.
 - ii. **Formal Means:** If, after all informal means of dispute resolution have been undertaken and the aggrieved party is not satisfied with the outcome, the aggrieved party shall submit a letter setting forth

the issue to be resolved to the President of the College who shall convene an Intellectual Property Adjudication Committee. The Committee will review the matter and advise the parties of its decision by written communication within 30 days of the submission of the letter.

- iii.* Arbitration: If anyone of the parties to the dispute is not satisfied with the Committee's decision, the party may seek binding arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator will give weight to the decision of the Intellectual Property Adjudication Committee in reaching a decision. The losing party of the arbitration will pay for all costs of the arbitration unless the arbitrator specifies otherwise.
- iv.* Composition of Committee: The Intellectual Property Adjudication Committee will consist of the Chair of the Faculty Affairs Committee, the Dean of the Faculty, the Associate Vice President for Technology, two faculty members – one from the Academic Council appointed by the Dean of the Faculty, and one from the Faculty Affairs Committee, appointed by the Chair of the Faculty Affairs Committee - and two members of the College staff to be appointed by the President. The Chair of the Committee shall be the Chair of the Faculty Affairs Committee.

i. Special Cases

In cases that are not specifically covered by this policy, the IPC, in consultation with appropriate bodies, may make decisions on how to proceed and then report those decisions to the President. All such decisions will then be reviewed by the IPC and may result in possible modifications to the Policy. In the event of exceptional circumstances, deviations from this Policy require the written consent of the IPC.

j. Annual Report

The IPC shall submit a written report annually to the President on intellectual property activity at the College. The report shall include data for the preceding year on disclosures, copyright applications, copyrights granted, patent applications, patent awards, license revenue, and expenditures related to intellectual property.

VIII. Notification

The College shall inform all persons subject to this Policy of its terms and subsequent modifications as soon as possible after its adoption and at regular intervals thereafter. This Policy is maintained by the IPC.