

ALMA COLLEGE INTELLECTUAL PROPERTY POLICY

PREAMBLE

Alma College recognizes that commercially valuable intellectual properties sometimes arise in the course of research and other activities conducted by employees and students using Alma College resources and facilities. This policy will define the ownership, legal protection development and licensing of intellectual properties conceived or first reduced to practice by persons subject to this policy.

Alma College encourages the preparation and publication of copyrightable works that result from teaching, research, and scholarly and artistic endeavors by members of the faculty, staff and student body. Alma College affirms the right of faculty members to retain primary control over their works.

A. PROPERTY AND PERSONS COVERED

1. Persons subject to this policy include all Alma College employees; students receiving compensation (including through scholarships or grants) in return for their participation in faculty research programs; and other persons using Alma College funds, facilities or resources under the supervision of College personnel, such as visiting and adjunct faculty.
2. This policy covers all intellectual property (“IP”) including anything that is patentable, copyrightable, or otherwise marketable. This includes, but is not limited to, inventions, books, articles, reports of research, study guides, syllabi, workbooks or manuals, bibliographies, instructional packages, tests, video or audio recordings, films, slides, transparencies, charts, other graphic materials, photographic or similar visual materials, film strips, multi-media materials, three-dimensional materials, exhibits, music, choreography, art work, software and patentable property.
3. The term “Creator” means the person or persons who developed the IP.
4. In all events, if this policy conflicts with a signed agreement between the College and a Creator or between the College and a third party (*e.g.*, a grant or commissioned work) then the terms of such agreement shall prevail.
5. The Provost or his/her designee will normally determine the ownership of IP and distribution of income related to IP owned by the College following the principles set forth in this policy.

B. OWNERSHIP RETAINED BY THE CREATOR

1. (a) When IP is developed on the Creator’s own initiative, outside the scope of his/her College responsibilities, and without any reliance on College support or

resources, the College will not claim ownership rights for that IP. Where the IP bears a reasonable relationship to the Creator's employment responsibilities at the College, it will be the employees' burden to show that the IP was developed according to these criteria.

(b) Except as otherwise specifically stated in this Policy, when IP is developed with reliance on less than Substantial Support of the College (defined below), the College will not claim ownership rights for that IP.

2. Except as otherwise provided in this Policy, employees have personal ownership of IP that was not created as "works for hire," as described in Section B.1; provided that this list excludes IP that is created with Substantial Support of the College.

3. "Substantial Support of the College" includes, but is not limited to, use of College facilities (other than one's own office) and College-owned equipment (including multimedia equipment and video taping equipment); other staff salaries and effort and computing and graphic services, all beyond what the Creator would normally use in the course of his/her employment.

4. Where the College does not own the IP, the name of the College shall not be used in connection with the IP without the consent of the Provost except that copyrightable materials may indicate that the author is an employee of the College.

C. IP OWNED BY THE COLLEGE

1. IP is owned by the College and income is not shared with the Creator when the property is considered a "work for hire." A work for hire is a work prepared by an employee within the scope of his or her employment. If, for example, an employee is specifically assigned to write, create or otherwise develop the IP, or the IP is produced by an employee (including a student paid as an employee) as a result of a direct work assignment to meet specific objectives or as an assigned College duty, then it is a work for hire. As described and to the extent specified in Section B., however, the College relinquishes its rights to scholarly works, even if they are works for hire, when they are books, journal articles, other written reports of research, creative works of fiction, textbooks, tests, course-related materials, slides, transparencies, bibliographies, music, choreography and art work that were created by faculty in the normal course of their conducting research or carrying out their teaching assignment.

2. IP is owned by the College when such IP is developed with Substantial Support of the College. Any income from third parties attributable to the IP owned by the College will be shared according to the provisions of Section F.

3. IP is owned by the College when such IP is incorporated into a larger work already owned by the College.

4. It is the duty of the Creator to inform the College of the development of IP owned by the College that has the potential to be commercialized through copyright, patent or otherwise. Further, the Creator shall cooperate with the College or any third party designated by the College to facilitate such commercialization.

5. The College shall have no obligation to copyright, patent or otherwise protect the intellectual property rights of IP owned by it.

D. COURSE MATERIALS

1. Except as otherwise provided in this Section D., the College will not assert ownership of lecture notes, course outlines, hand-outs, class exercises, class tests, etc. developed by faculty for use in their own teaching activities or on their own initiative because they believe that the students' education will be improved as a result of these efforts, even if the materials have commercial value for use in other classes and at other colleges or universities.

2. The College will assert ownership of (a) master course syllabi that are submitted through the curricular process; and (b) course outlines, class tests, etc., that are developed in response to a specific assignment beyond that of preparing to teach one's own classes as, for example, course-related materials that were developed specifically to benefit teaching activities of more than the individual who developed the materials or courses designed to be used by anyone who is responsible for the course, such as self-paced courses and some online courses.

3. With respect to online courses, the College and the Creator should agree in advance on ownership of the course materials associated with such online course; absent such an agreement, this Section D. shall apply to such course materials except that if the online course was created with the Substantial Support of the College, then the College shall own the associated course materials.

4. With respect to course materials not owned by the College, the College reserves and the Creator hereby grants to the College a worldwide non-revocable, royalty free perpetual right of access and use of the course materials and the right to use such course materials for its internal purposes, including the education of its students.

E. TRANSFERRING OWNERSHIP RIGHTS

1. At its sole discretion, the College may elect to place copyrightable IP owned by it into the public domain, assign or license ownership rights to a third party, or offer the rights to the Creator. The College may reserve rights to use such

copyrightable IP and any revenue received as a result of such transfer shall be shared with the Creator as described in Section F.

2. At its sole discretion, the College may elect to patent, license or otherwise market patentable IP owned by it. The College may reserve rights to use such patentable IP and any revenue received as a result of such transfer shall be shared with the Creator as described in Section F.

F. DISTRIBUTION OF INCOME

The College has financial responsibility for IP to which it takes ownership—including costs of assessing patentability, filing and maintaining Patents, registering copyrights, etc. Income earned from the sale, licensing or other transfer of such IP shall be distributed as follows:

- a. First, to reimbursement of all (i) direct expenses relating to prosecuting and maintaining protection for such IP; and (ii) funds, supplies, or services provided to the project by the College, excluding normal salary(ies);
- b. Of the remainder, royalties and other income will be disbursed as follows:

	Creator	College
The first \$5,000	100%	
The portion between \$5,001-\$50,000	60%	40%
The portion between \$50,001-\$100,000	50%	50%
The portion over \$100,000	25%	75%

G. DISPUTE RESOLUTION

The Provost shall attempt to resolve any claim, dispute or controversy involving the rights to IP. If the parties to the dispute cannot reach agreement, then the Provost may facilitate a resolution by referring the matter to the President. If neither the Provost nor the President can resolve the issue, then the Provost may refer the matter for mediation or arbitration. Mediated agreements shall be binding upon all affected parties only when reduced to writing and signed by all parties.

IP Policy- Approved by the Board of Trustees September 29, 2018