

INTELLECTUAL PROPERTY POLICY
MEDAILLE COLLEGE: EFFECTIVE 12/1/08

SECTION I. PREAMBLE

The Intellectual Property Policy of Medaille College (“College”) exists to encourage research and innovation, clarify ownership of intellectual property rights, create opportunities for public use of College innovations, and provide for the equitable distribution of monetary and other benefits derived from ownership and commercialization of intellectual property.

SECTION II. APPLICATION

- (1) This policy applies to all faculty, staff, students, and any other persons employed by the College; to all persons receiving funding administered by the College or receiving other compensation from the College; and all others utilizing College facilities.
- (2) This policy applies to all inventions reduced to practice after the effective date of this policy, all works authored after the effective date of this policy, all software created after the effective date of this policy, and all inventions, works, and software in existence prior to this effective date but disclosed to the College after the effective date of the policy.

SECTION III. DEFINITIONS

- (1) “Creator” means the individual or group of individuals who conceived and reduced to practice an invention, or authored a work of authorship, as defined in the applicable statutes.
- (2) “Regular Academic Work Product” means any patentable or copyrightable work product, which is an artistic creation, or which constitutes, or is intended to disseminate the results of, academic research or scholarly study. Regular academic work product includes, but is not limited to, books, class notes, theses and dissertations, course materials designed for the web, distance education and other technology-oriented educational materials, articles, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination. Software specifically needed to support a regular academic work product or which is designed to disseminate the results of academic research and scholarly study is also considered a Regular Academic Work Product.
- (3) “Employee” means a person employed or otherwise compensated by the College, including faculty members, staff members, and students.
- (4) “Software” means any computer program in machine readable or interpreted form, including printed listings or printout forms produced from machine-readable input, required operating documentation, source code, input information, or format specifications necessary for operation of the program.
- (5) “Specially Commissioned Work” means a work specially ordered or commissioned by the College and which the College and the creator expressly agree in a written instrument signed by them shall be considered as such.
- (6) “Invention” means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof made or discovered.

SECTION IV. DISCLOSURE

- (1) All inventions made by faculty members, employees, students, and all others utilizing College facilities shall be formally disclosed to the College at the request of the College.

SECTION V. OWNERSHIP

- (1) An invention made by an individual wholly on such individual's own time, and without the use of the College facilities, shall belong to the individual even though it falls within the field of competence relating to the individual's College position ("Excluded Invention").
- (2) Except for Excluded Inventions, all inventions made by faculty members, employees, students, and all others utilizing College facilities shall belong to the College ("College Inventions").
- (3) At the request of the College, the inventor or inventors shall make application for patents on all College Inventions and shall assign such applications or any patents resulting therefrom to or as directed by the College.
- (4) The College shall own copyright in intellectual property only in the following 5 circumstances:
 - I. The College expressly directs a faculty member to create a Specially Commissioned Work as defined herein.
 - II. The faculty author voluntarily has assigned or transferred the copyright, in whole or part, to the College. Such assignment or transfer shall be in the form of a written document signed by the faculty author.
 - III. The College has contributed to a "joint work" under the Copyright Act. The College can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their own course materials. Such arrangement is to be agreed in writing, in advance, and in full conformance with other provisions of this agreement.
 - IV. The College, in accordance with sponsored research, external sales, industrial affiliates programs, or other written agreements, contracts, or arrangements with external (non-College) parties, will have a share in ownership to be determined in accordance with the grant money.
 - V. The intellectual property is both copyrightable and patentable and the inventor made application for patents on the invention and assigned such applications or any patents resulting therefrom to the College.
 - VI. The College shall have no ownership rights in Regular Academic Work Product, which shall be owned by its creator. However, College may maintain a perpetual license for internal use of the teaching materials as described in Section VII.

SECTION VI. DISTRIBUTION OF INCOME

- (1) Funds received by the faculty member from the commercialization of intellectual property owned by the faculty author or inventor shall be allocated and expended as determined solely by the faculty author or inventor.
- (2) Funds received by the College from the commercialization of intellectual property owned by the College shall be allocated and expended as determined solely by the College.
- (3) Funds received by the faculty member and the College from the commercialization of intellectual property owned jointly by the faculty member and the College shall be allocated and expended in accordance with the specific agreement between the parties.
- (4) The College may decide not to pursue the commercialization or patenting of an invention, in which case the College will inform the inventor within 120 days and provide the inventor with a waiver of rights to the invention.
- (5) In the event of multiple creators, the creators will determine the allocation of their individual shares. If possible, the creators will make this determination in writing when the work is first undertaken.

SECTION VII. USE OF THE INTELLECTUAL PROPERTY

- (1) Material created for ordinary teaching use in the classroom and in department programs, such as syllabi, assignments, and tests, shall remain the property of the faculty author, but the College shall be permitted to use such material in perpetuity for internal instructional, educational, and administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions.
- (2) In an agreement transferring copyright for works to a publisher, faculty authors are urged to seek to provide rights for the College to use such works for internal instructional, educational, and administrative purposes. When entering into a publishing agreement, authors should, whenever possible, reserve certain rights to the College by including the following provisions: “The author retains the right to make copies of the work for internal distribution within Medaille College.”

SECTION VIII. COPYRIGHT NOTICE

- (1) In those cases where the College is the owner of the copyright, the following notice should be included: Copyright © [year] Medaille College. All Rights Reserved. The date in the notice should be the year in which the work is first published, i.e. distributed to the public or any sizable audience.

SECTION IX. POLICY DEVELOPMENT

- (1) The College shall review the existing Intellectual Property Policy in light of technological changes and applicable law, formulate changes in existing policy, and resolve disputes pursuant to this policy.

SECTION X. DISPUTE RESOLUTION

- (1) The College shall make an initial determination of whether the College or any other party has rights to the invention or other creation, and if so, the basis and extent of those rights. The College also shall make a determination on resolving competing faculty claims to ownership when the parties cannot reach an agreement on their own.
- (2) Disputes over ownership of intellectual property and its attendant rights shall be decided in accordance with the rules governing the grievance procedures of faculty, staff, administrators, and students provided in their respective volumes of the Medaille College Policy Manual.

SECTION XI. WAIVER

- (1) In all cases, any person is entitled to request an exception or waiver to the provisions of this Intellectual Property Policy. The person requesting an exception or waiver shall have the right to appear, accompanied by representatives of the person's choice, before the College for consideration of the request for an exception or waiver.