INTELLECTUAL PROPERTY POLICY

Section I: PURPOSE
Agnes Scott College is committed to providing an environment that supports the creation and development of works of authorship and inventions by its faculty, staff and students. Agnes Scott has developed this Intellectual Property Policy in order to identify and protect the intellectual property rights of the College, its faculty, staff and students in such copyrightable works of authorship and patentable inventions. This Policy specifies when the Creator retains ownership of such works and inventions and instances when the College obtains ownership thereof.

Section II: DEFINITIONS
The following definitions shall apply to the terms used in this Policy.

"College" means Agnes Scott College.

"College Intellectual Property" means Intellectual Property owned by the College pursuant to this Policy as set forth below in Section III.

"College Resources" means College funds from any source; facilities; classrooms; class time; personnel; offices; labs; studios; equipment, whether owned or leased; production facilities; computer hardware, software, support or resources; funding, grants, contracts and awards; or other College-owned resources.

"Copyrightable Works" means original works of authorship fixed in a Tangible Medium of Expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

"Course of Employment" means where a Creator creates or develops Intellectual Property as part of his/her employment obligations or responsibilities or at the specific direction and/or under the control of the College.

"Creator" means any Faculty, Staff, Student, or other person(s) who creates, or substantially assists in the creation of, Intellectual Property subject to this Policy.

"Dispute Panel" means a panel that shall resolve disputes arising under this Policy in accordance with Section VI below. The Dispute Panel, chaired by the VPAA, shall be composed of two members designated by the Creator(s) and two members designated by the VPAA. In the event that the dispute is between two members of the Agnes Scott College community, one panel member will be designated by each disputant and two members will be designated by the VPAA. The Dispute Panel members must be current employees of the College.

"Employee" means any person hired by the College, on either a full- or part-time basis, to perform College duties. Employees include faculty, administrative and professional staff, and students who receive salaries or assistantships, work-study funds, stipends, or hourly wages while performing duties at the specific direction of, or assigned by, the College. "Employee" does not include an unpaid Student providing research assistance to Faculty or engaging in collaborative research or creative endeavors with Faculty.

"Faculty" means any person hired by the College to conduct instructional and/or teaching activities, whether on a full- or part-time basis. Faculty includes persons hired as adjunct or visiting professors and instructors.
"Intellectual Property" means, except to the extent comprising Traditional Works of Scholarship, (i) Copyrightable Works, and (ii) Inventions.

"Inventions" means any new and useful process, product, discovery, software, machine or composition of matter, or improvement thereon, whether patentable or otherwise.

"Policy" means this Intellectual Property Policy.

"Sponsor" means a third-party business or person that finances the creation of Intellectual Property pursuant to a contract or arrangement between the College and that business or person. The federal, state and municipal governments, or any agency of those governments, can be a Sponsor under this Policy.

"Staff" means any person hired by the College, on either a full- or part-time basis, to perform College duties other than teaching. Staff includes administrative and professional staff, and students who receive salaries or assistantships, work-study funds, stipends, or hourly wages while performing duties at the specific direction of, or assigned by, the College.

"Student" means any person taking one or more courses at the College, either full-time or part-time who is not paid by the College to do work.

"Substantial Use" means the significant use of College Resources, whether during or after customary College business hours. The following are examples of Substantial Use, but in no way limit or restrict the meaning: (i) extended use of time and energy by the Creator(s) in the work that results in a reduction in the expected levels of teaching, scholarship, or other activities, so that anticipated performance in these areas is at a level significantly less than normal; (ii) the use of College funds to support the work's creation; (iii) the use of other Employees in the creation of the Intellectual Property; (iv) the use of funding from gifts to the College to support creation of Intellectual Property; (v) the production of Intellectual Property under specific terms of a sponsored research grant or contract; and (vi) the use of specifically designated College funds to support the creation of the Intellectual Property involved. Normal and ordinary use of College provided office space, library resources and computers shall not constitute "Substantial Use."

"Tangible Means of Expression" includes, but is not limited to, books, periodicals, manuscripts, phonographs, films, tapes and other electronic media.

"Traditional Works of Scholarship" means Copyrightable Works or Inventions that are created independently and at the Creator's own initiative for traditional academic purposes, such as the development of courses, the teaching of classes, or scholarly research or creative endeavors considered within academia or the College to be evidence of professional accomplishment or advancement. Traditional Works of Scholarship include, but are not limited to, the following: scholarly books and articles, including books in any tangible form; course materials, including course notes, syllabi, examinations and course assignments; literary works, musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; photographs, prints, diagrams, models and technical drawings; software; motion pictures and other audiovisual works, including any screenplays, teleplays or other original scripts or texts; sound recordings; and architectural works.

"VPAA" means the Vice President for Academic Affairs, the person that directs the overall planning, operation and administration of the general academic program at the College.
Section III: OWNERSHIP OF INTELLECTUAL PROPERTY

Ownership of all Intellectual Property created in whole or in part by Faculty, Staff or Students shall be subject to the following guidelines:

A. Employees:

(i) Traditional Works of Scholarship created by a Faculty member, Staff member, or Student employee shall be owned by the Creator; provided, however, that subject to other requirements imposed by a publisher, the College shall retain a royalty-free right to use such Traditional Works of Scholarship for non-commercial, educational purposes only;

(ii) If the College expressly directs an Employee to create or develop the Intellectual Property, or the Intellectual Property is created as a specific requirement of employment or as an assigned institutional duty, then the College shall own the Intellectual Property;

(iii) If the Creator has voluntarily transferred the Intellectual Property, in whole or in part, to the College, with such transfer in the form of a written document signed by the Creator, then the College shall own the Intellectual Property;

(iv) If the Creator has created or developed Intellectual Property in connection with a project funded, in whole or in part, by a Sponsor, then the Intellectual Property shall be owned in accordance with the terms of any applicable contract or agreement between the College and the Sponsor. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this Policy; and

(v) Unless otherwise delineated within subsections (i) - (iv) above and if the Creator made Substantial Use of College Resources in creating or developing the Intellectual Property, then the College shall own the Intellectual Property.

B. Students:

(i) Traditional Works of Scholarship created by an unpaid student shall be owned by the Creator; provided, however, that subject to other requirements imposed by a publisher, the College shall retain a royalty-free right to use such Traditional Works of Scholarship for non-commercial, educational purposes only;

(ii) Intellectual Property created or developed by an unpaid Student (a) working with or for an Employee of the College, or (b) at the specific request or direction of the College, shall be owned by the College;

(iii) Intellectual Property created or developed by an unpaid Student in collaboration with an Employee shall be owned in accordance with the provisions set forth above in Section III.A. unless the Student and Employee agree otherwise in writing;

(iv) Intellectual Property created or developed by an unpaid Student in connection with a project funded by a Sponsor shall be owned in accordance with the terms of any applicable contract or agreement between the College and the Sponsor, regardless of whether the Student was acting as a Student or an Employee. In the absence of such an agreement, any Intellectual Property arising from such project shall be owned by the College; and
(v) Unless otherwise delineated within subsections (i) - (iv) above, Intellectual Property created or developed by an unpaid Student with Substantial Use of College Resources shall be owned by the College.

Ownership of Intellectual Property created by a Faculty member, Staff member or Student that does not fall within the guidelines set forth above, shall vest in the Creator.

**Section IV: COMMERCIALIZATION**

The College, in its sole discretion, may commercialize any Intellectual Property that is owned by the College in accordance with Section III and shall have the authority to decide the revenue, if any, that the College will receive as a result of such commercialization. In the absence of a written agreement to the contrary, any revenue received from the commercialization of College Intellectual Property, other than College Intellectual Property resulting from the Course of Employment, will be distributed as follows:

A. The College may, at its discretion, first deduct from revenue all or any portion of any actual expenses incurred by the College in protecting, developing or marketing the College Intellectual Property, including but not limited to legal fees and other fees paid to third parties. If the Creator objects to the amount of such expenses deducted, then he or she shall submit a written audit request to the VPAA, and the College will engage an independent auditor to determine the amount of actual expenses incurred, provided, however, that the auditor's fees will be added to such expenses and deducted from the revenue as well.

B. After any deductions of expenses, the remaining revenue shall be distributed as follows:
   (i) The first $5000.00 shall be distributed to the Creator(s), pro rata if more than one Creator is involved; and
   (ii) After the first $5000.00 has been distributed, 50% of the remaining revenue shall go to the Creator(s), pro rata, and 50% shall go to the College.

**Section V: ASSIGNMENT OF CREATOR**

With respect to College Intellectual Property, the College may, upon request and in its discretion, assign ownership to the Creator subject to a perpetual royalty-free license to the College to use the Intellectual Property for its own purposes. Such requests should be submitted to the VPAA who shall decide whether to assign such ownership. The College may also accept property that is voluntarily assigned, and/or required by contract provision to be assigned to the College. The College shall determine whether to accept or reject any and all assignments of any Intellectual Property.

**Section VI: RESOLUTION OF DISPUTES**

A. Disputes arising over the application of this Policy, including the ownership of Intellectual Property or distribution of revenue to Creator(s), shall be brought in writing to the VPAA. The VPAA will convene a meeting of the Dispute Panel within a reasonable time thereafter to resolve such dispute. The Dispute Panel shall issue their decision in writing, providing reasons for their decision, as a recommendation to the President.

B. Either party to a dispute may appeal the decision of the President to the Board of Trustees who may, in its discretion, refer the matter to binding arbitration. The cost of the arbitration shall be borne equally by the College and the Creator(s).

**Section VII: RESPONSIBILITY OF PARTIES**

It is the responsibility of the College and all members of the College community to ensure adherence to this Policy.
Faculty, Employees, and Students and other Creators governed by this Policy shall have the obligation to:

1. Make themselves aware of and adhere to restrictions on rights in Intellectual Property deriving from agreements between the College and Sponsors;
2. Inform the College in a timely manner of any and all material that should be protected pursuant to the provisions of this Policy, and to cooperate with the College to obtain such protection;
3. Obtain written permission from the VPAA to publish, in journals or other media, use, or distribute any College Intellectual Property; and
4. Ensure that Students or contractors working collaboratively with or under the Faculty or Staff's direction on projects (whether or not for pay) that may result in Intellectual Property have executed the appropriate agreements concerning the assignment of rights as contemplated by this policy.

Any and all requests by any person for a clarification, explanation or determination of any of the rights and/or obligations under this Policy shall be made in writing to the VPAA. The VPAA shall respond within a reasonable time upon the receipt of such request.

Section VIII: SEVERANCE/ CHOICE OF LAW
Any provision of this Policy which is prohibited by law, or unlawful or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Policy. Where the terms of this Policy are inconsistent with applicable law, and where applicable law controls, this Policy shall be deemed to be amended to comply with applicable law. This Policy shall be construed and interpreted according to the laws of the State of Georgia.

Section IX: RESERVATION OF RIGHTS
The College in consultation with the Executive Committee of the Faculty reserves the right to modify and/or make changes, as it deems advisable at any time to this Policy. Changes shall become effective after approval by the Board of Trustees and upon publication of the revised Policy.

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