

INTELLECTUAL PROPERTY

CT
(LOCAL)

**Intellectual Property
Rights**

Unless herein stated otherwise, ownership to all copyrights, trademarks, patents, and other intellectual property rights belonging to the College District will remain with, or be assigned in writing from the person or entity to, the College District at all times. Except as provided by law, College District policy, or written authorization from the District President or designee, use of College District intellectual property will be limited to College District-related purposes.

Students

Unless herein stated otherwise, a student will retain all rights to work created as part of instruction or using College District technology resources.

Definitions

“Incidental Use” is defined as minor utilization of resources commonly encountered in the course of an employee’s daily job. This includes, but is not limited to an individual’s office, office computer, telephone, and library resources.

“Scholarly Works” are defined as works that are created to further scholarly or artistic activity for which no compensation is granted by Collin College. These include but are not limited to manuscripts, scholarly articles, documentaries, websites, monographs, works of art, and other research-based productions.

“Educational Materials” are defined as teaching or course materials that are not works for hire, such as class notes, curriculum guides, and laboratory notebooks.

“College District Time” is defined as time an employee spends conducting work that contributes to the course and scope of employment as defined in the assigned job description.

Employees

*College District
Ownership*

As an agent of the College District, an employee, including a student employee, will not have rights to a work or invention he or she creates, authors, or invents on College District time or using College District technology resources or College District intellectual property with the exception of scholarly works produced with incidental use of college resources or educational materials. The agent will assign his or her rights in writing to the works or invention to the College District. The College District will own any work, work product, or invention created or invented by a College District employee in the course and scope of his or her employment or if substantially produced using College District equipment, including the right to obtain copyrights and patents. The College District will have a royalty free, perpetual, non-exclusive, transferrable right from the employee to use, copy, display, or distribute the scholarly works or educational materials for education purposes.

*Employee
Ownership*

A College District employee will own any work, work product, or invention created or invented outside the College District employee’s

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course and scope of his or her employment, produced on his or her own time, away from his or her job, with personal equipment and materials, and with incidental use of college resources, including the right to obtain patents or copyrights.

The District President or designee will have the authority to permit use of College District materials and equipment in the employee's creative projects, provided the employee agrees in writing to grant to the College District a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to use the work, or permits the College District to be listed as co-author or co-inventor if the College District contribution to the work is substantial. Unless stated herein otherwise, College District materials do not include student work, all rights to which are retained by the student.

Disclosure of
Intellectual Property

College District personnel endeavoring to produce intellectual property of commercial value will disclose planned projects by completing the Request for Determination of Intellectual Property Rights Form available through Human Resources. College District employees will not disclose the planned projects to third parties until a response from the College District to the request is issued.

Independent
Contractors

The College District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the College District will own the work product and intellectual property to the work product created under the agreement, as permitted by intellectual property law. Independent contractors will comply with intellectual property law in all works commissioned.

Return of
Intellectual Property

Upon the termination of any person's association with the College District, all permission to possess, receive, or modify the College District's intellectual property will also immediately terminate. All such persons will return to the College District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person. All electronic copies will be permanently deleted or electronically destroyed.

**Use of Copyrighted
Works**

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the District President or designee, the College District will require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

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Technology Use	Use of College District technology in violation of any law, including copyright law, will be prohibited. Only appropriately licensed images, applications, programs, or other software may be used with College District technology resources. The College District's technology resources will not be used to post, publicize, or duplicate information in violation of copyright law. The District President or designee will employ all reasonable measures to prevent the use of College District technology resources in violation of the law. Any person using College District technology resources in violation of law will lose user privileges in addition to other sanctions. [See BBI and CR]
Performances and Displays	<p>The performance and display of copyrighted material, including motion pictures, dramatic works, musical performances, or other audio and visual works, may only occur for education purposes and in accordance with the following:</p> <ol style="list-style-type: none">1. As a regular part of instruction and directly related to the curriculum;2. During face-to-face teaching activities;3. When viewed in a classroom or designated place of instruction; and4. With a lawfully made copy or via an authorized account.
Designated Agent	<p>The College District will designate an agent to receive notification of alleged online copyright infringement and will notify the U.S. Copyright Office of the designated agent's identity. The College District will include on its website information on how to contact the College District's designated agent and a copy of the College District's copyright policy. Upon notification, the College District's designated agent will take all actions necessary to remedy any violation. The College District will provide the designated agent appropriate training and resources necessary to protect the College District.</p> <p>If a content owner reasonably believes that the College District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.</p>
Use of College District Trademark	The College District protects all College District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.
College District-related Use	The College District may grant permission to students, student organizations, parent organizations, and other College District-affiliated college-support organizations to use, without charge, College District and campus trademarks to promote a group of students, an

activity or event, a campus, or the College District, if the use is in furtherance of College District-related business or activity and such use does not damage or tarnish the College District's trademarks. The District President or designee, in his or her sole discretion, will determine what constitutes use in furtherance of College District-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative procedures/guidelines or international, federal, and state laws.

Public Use

Members of the public, outside organizations, vendors, manufacturers, wholesalers, distributors, and retailers will not use College District trademarks without written authorization from the District President or designee. Any production of merchandise or other goods with College District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses College District or campus trademarks without appropriate authorization will be subject to legal action.

Classroom lectures and classroom materials, including but not limited to recordings, faculty-produced lecture notes, and supplemental materials, are covered by this Intellectual Property policy and are not available for distribution to the general public or for non-Collin College academic purposes.