

### **C.1.8.1 (Procedure) Intellectual Property**

Responsible Department: Vice Chancellor for Academic Success, Vice Chancellor for  
Finance and Administration

Based on Board Policy: [C.1.8](#) - Intellectual Property

Approved: 8-18-09

Last Amended: 9-22-15

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#### **Rights Agreement**

Any College District employee who creates copyrightable or patentable work with College District support shall enter into an agreement with the College District providing either:

1. That the employee assigns ownership rights to the College District; or
2. In cases where College District support meets criteria 1 and 2, but not criterion 3, of the definition of “Independent Works” in Policy [C.1.8](#), for a fair and equitable arrangement for joint ownership, sharing of royalties, or reimbursement to the College District of its costs and support.

At minimum, in all cases where copyrightable or patentable work is created with any College District support, the agreement shall provide that the College District will have a perpetual license to use the work without further compensation.

#### **Disclosure of Potentially Copyrightable or Patentable Work**

All College District employees shall disclose potentially copyrightable or patentable work to the college President or Vice Chancellor for Administration as appropriate. In the case of copyrightable work, an employee shall make such disclosure not later than the completion of the work. An employee shall disclose patentable work within 60 days after disclosure to the third-party contractor, if any, or promptly after discovery.

#### **Institutional Review**

Disputes as to ownership of rights related to copyrightable or patentable work created by a College District employee with College District support shall be reviewed by a review board chaired by the Vice Chancellor for Academic Success.

For the purpose of this procedure:

1. The review shall be exclusively for the purpose of reviewing copyrightable or patentable work;
2. The review board shall determine the extent to which the College District and employee should share ownership and royalties of the copyrightable or patentable work based upon the significant benefit of the work to the College District, and the Chancellor or designee shall exercise final approval.

If the College District's ownership and share in royalties of the work is 50 percent or more, the College District shall pay the costs of copyright or patent filing; otherwise the employee shall pay such costs.

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#### **Equity and Management**

A College District employee who creates a copyrightable or patentable work with College District support may have an equitable interest in the work or a business entity involved with the work if the interest is promptly disclosed to the college President or Vice Chancellor for Administration, as appropriate; however, the College District employee is prohibited from holding an executive position in the business entity.

#### **Project Funding**

In the case of works created under grants from governmental or foundation sources prescribing ownership rights, this policy shall govern negotiations of the conditions of such grants.

#### **Third Party Works**

Rights to copyrightable or patentable works created by a third party (not a College District employee), shall reside in the author/creator except as otherwise agreed.

#### **License or Lease of Third-Party Works**

All employees and students of the College District shall comply with copyright laws and any licenses or lease agreements which are entered into between the College District and third parties. The College District prohibits the unauthorized sale, transfer, or duplication of third-party works (see [E.1.7](#)).

#### **Student Works**

Student work created to fulfill College District course requirements is owned by the student, except as described in this paragraph. The College District shall have a non-exclusive, irrevocable, royalty-free license: (i) to utilize the student work for academic purposes during the period of the course for which the student work is created; (ii) to display or perform the student work at any exhibition or performance described in the syllabus of the course for which the student work is created; and (iii) to display images of a tangible student work, and to quote excerpts of an intangible student work, for College District publicity purposes. In the case of tangible student works, the College District shall own all rights to any student work permanently affixed to College District property, and to any student work not claimed and removed by the student within six (6) months after the later of: (a) the conclusion of the course for which the student work was created, or (b) the conclusion of any exhibition of the student work on College District property.

*Legal Reference - TACC Policy Reference Manual*

CT(LEGAL) – Intellectual Property

DBD(LEGAL) - Employment Requirements and Restrictions: Conflict of Interest