

RINGLING COLLEGE OF ART AND DESIGN INTELLECTUAL PROPERTY OWNERSHIP POLICY

I. Introduction.

- A. **Purpose.** This document describes Ringling College of Art and Design's policy governing the ownership of Intellectual Property and reflects the current and past practice of the College regarding the intellectual property of the faculty, staff, and students. This policy delineates the rights and responsibilities of Ringling College and those of its faculty, staff, students, and others who are involved in the creation of Intellectual Property so that the ownership status of Intellectual Property can be clearly determined and understood. Ringling College faculty and students, as members of a community of scholar practitioners, serve the educational mission of Ringling College through their engagement as working artists, designers, writers, and researchers. This policy affirms Ringling College's commitment to the free and open creation and exchange of creative works and scholarly information and an equitable division of ownership rights.
- B. **Application.** This policy applies to all units of Ringling College, including all majors, programs, courses, departments, centers, and institutes; and to all Ringling College personnel, including all students, faculty, staff, employees, and independent contractors, all of whom are covered by this policy for the duration of their relationship with Ringling College. Employees are defined as those who receive direct or indirect compensation from Ringling College, such as wages, salaries, stipends, free housing, and the like. It is acknowledged that a single person (referred to as the "creator") may create Intellectual Property in different or multiple capacities from time to time (*e.g.*, a student acting as an employee, or a member of the faculty acting in a staff capacity, as referenced in Sections II.D.2 and II.E.3). Ownership of Intellectual Property will be determined based on the particular capacity in which the creator is acting while creating it.
- C. **Intellectual Property Defined.** As used in this Policy, the term "Intellectual Property" means:
1. all works of authorship subject to copyright protection (including, for example, works of art,

writings, pedagogical works, photographs, musical compositions, motion pictures, audiovisual works, multimedia works, sculpture, architectural works, data, designs, and software, regardless of the extent to which any of the foregoing may be patentable);

2. all inventions subject to patent protection (including, for example, articles of manufacture, devices, compounds, plants, biological materials, processes, business methods, patentable designs, and patentable software);
3. all brands, logos, taglines, visual identities, and other source identifiers for goods or services;
4. all trade secrets, know-how, and other proprietary information that obtains commercial value from being kept confidential;
5. all proprietary and intellectual property rights that apply to the foregoing in any jurisdiction, including without limitation patents, copyrights, and trademarks, and the right to apply for and renew the same; and
6. the exclusive right to make, use, license, commercialize, and deal in the foregoing.

II. Intellectual Property Ownership.

A. **Policy Summary.** As further described in this Section II, it is the general policy of Ringling College that:

1. Intellectual Property created by students and faculty is owned by the creator, unless the Intellectual Property has been specially commissioned by Ringling College from the creator(s);
2. Intellectual Property created by staff and non-faculty employees is owned by Ringling College; and
3. Ownership of the Intellectual Property of the work of independent contractors for Ringling College is determined by written agreements at the time the work is contracted.

- B. **Policy as to Staff and Non-Faculty Employees.** Ringling College alone owns all Intellectual Property created by creators acting within their capacity as Ringling College staff and non-faculty employees within the scope of their employment by Ringling College.
- C. **Policy as to Independent Contractors.** Ringling College's policy is to enter into written agreements with each of its independent contractors describing the Intellectual Property to be created, if any, prior to the independent contractor's creation thereof. Independent contractors are defined as non-employees.
- D. **Policy as to Faculty.** Intellectual Property created by faculty members acting solely within their capacity as Ringling College faculty is owned by and remains with the creator alone, and not Ringling College, unless the Intellectual Property is a Commissioned Work (as defined in Section II.H) or is created in furtherance of a faculty administrative, governance, or other institutional service role (as defined in II.D.2).
1. **Pedagogical Works.** Creators acting solely within their capacity as faculty shall own all pedagogical works of their own creation, including without limitation all class notes, presentations, handouts, slides, demos, and lectures. Each faculty member hereby grants to Ringling College the royalty-free, perpetual, irrevocable worldwide right and license in all media to use, reproduce, record, publicly display, sublicense, distribute, and make derivative works of, all such pedagogical works as part of the Ringling College instructional program. At their discretion, faculty members may also make necessary changes to maintain the accuracy and currency of their pedagogical materials.
 2. **Faculty Administrative, Faculty Governance, or Other Institutional Service Roles.** Faculty members are not considered to be acting within their capacity as faculty when they act in an administrative capacity or in service to the institution through the Faculty Governance/Committee

structure or other types of institutional service. Intellectual Property Rights in works created by faculty acting within the scope of these roles shall be owned by Ringling College, including without limitation curricula and curriculum development, course descriptions, policies, accreditation materials, committee and task force reports, departmental reports, correspondence, memos, evaluations of faculty, and evaluations of students, regardless of the medium.

3. **License to Ringling College.** When any particular Intellectual Property of a faculty member is determined to be owned by the faculty member in accordance with this policy, the owner hereby grants to Ringling College the right and license to use and reproduce that Intellectual Property for Ringling College's reasonable administrative purposes, including, for example, in connection with events, catalogues, and other materials in any media relating to marketing, admissions, fundraising, and other customary Ringling College functions. The grant of this right and license to use shall be nonexclusive, perpetual, and royalty-free. Ringling College shall have the right in perpetuity to publicly claim that the Intellectual Property was created while the creator was affiliated with Ringling College.
- E. **Policy as to Students.** Intellectual Property created by students acting solely within their capacity as students is owned by the creator alone, and not Ringling College, unless the Intellectual Property:
1. is a Commissioned Work (as defined in Section II.H);
 2. is a part of a larger work that is a Commissioned Work, regardless of whether the student has signed the applicable Intellectual Property Ownership Agreement; or
 3. is created in the student's alternate capacity as a non-faculty employee or independent contractor (as defined in Section II.C.)

- F. **Student Class-Work.** Each Student hereby grants to the assigning faculty member the right and license to use for scholarly and educational purposes reproductions of all works created by such student at the behest of such faculty member in connection with assigned class-work.
- G. **License to Ringling College.** When any particular Intellectual Property of a student is determined to be owned by the student in accordance with this policy, the owner hereby grants to Ringling College the right and license to use and reproduce that Intellectual Property for Ringling College's reasonable administrative purposes, including, for example, in connection with events, catalogues, and other materials in any media relating to marketing, admissions, fundraising, and other customary Ringling College functions. The grant of this right and license to use shall be nonexclusive, perpetual, and royalty-free. Ringling College shall have the right in perpetuity to publicly claim that the Intellectual Property was created while the creator was affiliated with Ringling College.
- H. **Commissioned Work Defined.** As used in this policy, the term "Commissioned Work" means Intellectual Property that:
1. is requisitioned by Ringling College pursuant to a written agreement with the creator; and
 2. is supported by a direct allocation of Extra Consideration (as defined in Section II.I) by or through Ringling College to the creator expressly in exchange for the requisitioned Intellectual Property.
- I. **Extra Consideration Defined.** As used in this policy, the term "Extra Consideration" is defined to mean consideration (including extra pay, the allocation of extra resources, or any release time from normal duties except faculty development grants and faculty paid study leave) provided by Ringling College to creators of Commissioned Works, which such consideration would not otherwise have

been earned by the creators in the course of their customary relationship with Ringling College.

- J. **Outside Funding Exceptions.** This policy shall not limit Ringling College's or any faculty member's ability to meet any obligations for deliverables under any grant, sponsored research agreement, or other outside funding contract, which shall supersede this policy to the extent that they differ.
- K. **Negotiated Exceptions.** This policy may be superseded as it applies to any creator by written agreement entered into and duly executed by such person and an authorized representative of Ringling College. For example, the creator of Intellectual Property that would normally be owned by the creator may elect to transfer ownership to Ringling College, under terms that may be agreed to in writing by the creator and an authorized representative of Ringling College.
- L. **Rights Clearance.** Responsibility for assuring that Intellectual Property does not infringe any third party proprietary rights and is otherwise free of liens and encumbrances rests fully with the owner(s) thereof as determined under this policy.
- M. **Registration.** Responsibility for applying for and obtaining statutory registration or other legal protection for any Intellectual Property rests with the owner(s) as determined under this policy.
- N. **Authorized Uses.** In addition to the authorized right and license to use granted under this policy by faculty members and students, if a party other than Ringling College is determined to be the owner of any particular Intellectual Property in accordance with this policy, the owner thereof hereby grants Ringling College the nonexclusive, perpetual, royalty-free right and license to use and reproduce such Intellectual Property created hereunder for Ringling College's reasonable administrative purposes, including without limitation in connection with events, catalogues, and other materials in any media relating to marketing, admissions, fundraising, and other customary Ringling College functions. Ringling College

shall have the right in perpetuity to publicly claim that the Intellectual Property was created while the creator was affiliated with Ringling College.

- O. **Limitations on Sale & Modification.** Ringling College may not sell or materially modify any Intellectual Property without the prior written permission of the owner (if other than Ringling College), and only upon terms and conditions agreed to in advance.
- P. **Responsibility to Declare.** When Intellectual Property is to be owned by Ringling College under this policy, the creator shall make good faith efforts to maintain notes or records of his or her efforts to create such Intellectual Property and shall inform in writing his or her immediate supervisor in a timely manner.

III. **Dispute Resolution.**

- A. **General.** Ringling College encourages open and honest communication between members of the Ringling College community, and believes that most questions and disputes can and should be resolved amicably and rationally through the forthright analysis of issues and the joint exploration of solutions. Any disputes respecting this policy which are not mutually resolved shall be referred to the Intellectual Property Advisory Committee, which shall make recommendations for resolution to the President of Ringling College.
- B. **Regular Review.** This policy shall be reviewed regularly.
- C. **Compliance with Law.** Notwithstanding any other provision of this policy, this policy will be modified as necessary to comply with applicable Federal or state law (*e.g.*, to ensure Ringling College's continued status as a tax-exempt entity) or otherwise as directed by Ringling College's governing board.

IV. **General Provisions.**

- A. **Use of Resources.** Ringling College resources are to be used for Ringling College purposes and in accordance with College policies. Use of institutional resources may result in an assertion of Intellectual Property ownership rights by

Ringling College and creators should receive clearance to use those resources.

- B. **Limitations Imposed By Resources.** Use of certain Ringling College resources, such as certain software packages, to create Intellectual Property may be subject to contractual obligations that impose certain limitations on use of the resulting Intellectual Property. (To illustrate: the educational edition of a Ringling College software package may require that the resulting Intellectual Property be used only for educational purposes and not for commercial exploitation, for example, or that the Intellectual Property not be distributed to third parties or posted to public websites.) Accordingly, owners of Intellectual Property as determined by this Policy may not enjoy complete freedom to use or commercially exploit the Intellectual Property if certain Ringling College resources were used in its creation. Such owners should confer with Ringling College administrative personnel to clarify whether such limitations apply with respect to any Intellectual Property intended for purposes other than educational purposes.
- C. **Likenesses.** Each faculty member, staff member, and student hereby grants to Ringling College the right and license to use for promotional purposes such faculty member's, staff member's, or student's likeness and right of persona.
- D. **Ringling College Trademarks.** Nothing in this policy affects Ringling College's continued exclusive ownership in its name. Ringling College's registered trademarks, as well as other names, seals, logos, visual identities, and other symbols and marks that are representative of Ringling College, may be used solely with Ringling College's permission. Items offered for sale bearing Ringling College's name or marks must be licensed.
- E. **Nondisclosure and Other Agreements.** Prior to executing any third party nondisclosure agreement or other agreement respecting proprietary rights or Intellectual Property, Ringling College personnel should ensure that their doing so does not conflict with this or any other Ringling College policy.

- F. **Third Party Intellectual Property.** Nothing in this policy authorizes any Ringling College personnel to make, use, sell, bring to Ringling College facilities, or otherwise exploit any third party Intellectual Property in which such personnel does not have the necessary right or license to do so.

Adopted by the Ringling College of Art and Design Board of Trustees,
February 14, 2008.