



# EMERSON COLLEGE

## **Intellectual Property Ownership Policy**

### **1. Introduction**

The purpose of this policy is to encourage research, publication, and artistic, creative, and pedagogical work of the highest possible caliber and to protect the intellectual property of the College and its faculty, staff, and students.

### **2. Copyright Law Generally**

"Copyright" means that bundle of rights that protect original works of authorship fixed in any 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. "Works of authorship" (including computer programs) include, but are not limited to the following: course materials such as syllabi, lesson plans, and lecture notes; written 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); motion pictures and other audiovisual works; sound recordings; and architectural works. "Tangible media" include, but are not limited to, books, periodicals, manuscripts, phonorecords, films, tapes, and disks.

You can find a general description of copyright law at <http://www.emerson.edu/policy/Copyright-Policy.cfm>. If you have specific questions about College copyrights, contact the Office of the General Counsel. The Office of the General Counsel can refer you to competent counsel for personal copyright matters.

### **3. Copyright Ownership Policy**

**3.1 Staff, administrators, student employees, and other non-faculty employees.** Emerson College owns the copyright to any works created by staff, administrators, student employees, and other non-faculty employees in the course of their College duties. This includes, but is not limited to, copyright in works such as publications, software, web design, graphic and artistic work, photographs and other visual images, audio recordings, music, dramatic, or theatrical work, and data compilations. If the employee asks, the College may, but is not required to, grant the employee a non-exclusive license to use the work for mutually-agreed purposes.

## **3.2 Faculty.**

Tenured, tenure track and term faculty intellectual property ownership is governed by and subject to the procedures established in the Emerson College Faculty Handbook. That policy is reprinted here in order to establish a unified College-wide Intellectual Property Ownership Policy.

**3.2 (a) Faculty rights generally.** “Faculty,” as used in this section, means tenured, tenure-track, term, and part-time faculty. “Faculty” includes staff, librarians, and administrators when they create work while teaching a course for credit. “Faculty” also includes academic administrators when they are creating scholarly, creative, or artistic work unrelated to their College duties. The faculty members retain ownership of copyright in their works, with the following limitations:

**3.2 (b) Faculty rights in work created with significant College equipment or staff.** If faculty create the work using College cameras, film editing software or hardware, audio editing software or hardware, focus group rooms, specialized staff assistance, multimedia development staff assistance, equipment in computer production labs and suites, television studios, WERS facilities, or theaters and sound stages, then the faculty member owns the copyright in the work, and College retains a non-exclusive royalty-free license to use the work for the College’s educational, promotional, and public relations purposes. This limitation does not apply to materials developed and used for classroom or other course work; that is, the College does not claim a non-exclusive royalty-free license to use faculty created syllabi, lecture notes, PowerPoint presentations, and the like created for teaching responsibilities.

**3.2 (c) Faculty rights in work created with significant College financial support.** In general, if faculty create the work as part of an explicit assigned task, such as the development of a new course, and receive specialized financial support, such as a special assignment contract, then the faculty member owns the copyright in the work, and College retains a non-exclusive royalty-free license to use the work for the College’s educational, promotional, and public-relations purposes. However, on occasion the College may provide faculty significant financial support on the condition that the College own the copyright in the work. The College must assert, in writing at the time the funds are first released, its ownership of the copyright in the work, and the College must grant the faculty member a non-exclusive royalty-free license to use the work for educational purposes.

**3.2 (d) Faculty rights in work created with external grant or contract support.** When work is created with the support of an outside entity, such as a grant or contract from a government entity (local, state, federal, or foreign), a grant or contract from a foundation or other non-profit, or a grant or contract from

private industry, the terms of that grant or contract will determine ownership of the intellectual property in that work. The College will make commitments regarding ownership of a faculty member's Work only with the faculty member's consent at the time of the grant application. Grants or contracts may be negotiated and signed on behalf of the College only by the President or Vice Presidents. The College expects that those signing grants and contracts on behalf of the College will obtain legal advice from the Office of General Counsel prior to execution of grants and contracts. The College also expects that those negotiating on the College's behalf will consult with faculty members regarding issues of ownership of works generated using the grant, as these issues arise.

**3.2 (e) Faculty Responsibilities** Each faculty member who participates in the creation of a work is responsible for his or her contribution to such work including, without being limited to, ensuring that his or her contribution to such work does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that such work is not libelous, obscene, or otherwise contrary to law. Each faculty member is responsible for obtaining any necessary permissions for the use of any copyrighted materials the faculty member contributes to such work.

Any advice or assistance given by any other representative of Emerson College to any faculty member in relation to the foregoing responsibilities, or otherwise in relation to the preparation or production of a work, shall not be construed (a) as the assumption of such responsibility or of any liability by such person or by Emerson College; (b) to deem the College or such person a joint venturer with such faculty member; or (c) to grant such faculty member the power, right, or authority to create any obligation or responsibility on behalf of, or otherwise, to bind the College or such person.

Each faculty member who creates or participates in the creation of a work agrees to indemnify and hold harmless Emerson College against any loss, damage, liability, or expense that the College incurs as a result of the preparation or production of such work, including, without being limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.

3.2 (f) The Vice President for Academic Affairs has the authority to negotiate exceptions to this section 3.2 for particular members of the faculty. Such exceptions are valid only if in writing and if signed by the Vice President for Academic Affairs and the faculty member.

### **3.3 Students**

**3.3 (a) Student Rights Generally.** "Student Works" are those works produced by Emerson students in fulfillment of class assignments, as

projects for academic credit, or as projects with co-curricular or extra-curricular organizations. Student Works' primary purpose is educational. Student Works are owned by the student(s), subject to a non-exclusive royalty-free license to use the Student Work for the College's educational, promotional, and public relations purposes if the Student Work is not a confidential educational record.

**3.3 (b) Student Responsibilities** Each student who participates in the creation of a Student Work is responsible for his or her contribution to such Student Work including, without being limited to, ensuring that his or her contribution to such Student Work does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that such Student Work is not libelous, obscene, or otherwise contrary to law. Each student is responsible for obtaining any necessary permissions for the use of any copyrighted materials the student contributes to in such Student Work.

Any advice or assistance given by any faculty member or other representative of Emerson College to any student in relation to the foregoing responsibilities, or otherwise in relation to the preparation or production of a Student Work, shall not be construed (a) as the assumption of such responsibility or of any liability by such person or by Emerson College; (b) to deem the College or such person a joint venturer with such student; or (c) to grant such student the power, right, or authority to create any obligation or responsibility on behalf of, or otherwise, to bind the College or such person.

Each student who creates or participates in the creation of a Student Work agrees to indemnify and hold harmless Emerson College against any loss, damage, liability, or expense that Emerson College incurs as a result of the preparation or production of such Student Work, including, without being limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.

**3.3 (c) Limitation on Transfer Rights in Student Works.** Student Works may also have market value. However, if a student markets, commercially distributes, or transfers to a third party his or her rights in a Student Work, it may deprive other students of the opportunity to work with the Student Work and hinder faculty supervision of the Work, thereby limiting the primary educational purpose of the Student Work. Students should also be sure that their marketing, commercial distribution, or transfer of rights does not infringe upon the rights of co-authors of the Student Work. Any Student Work that is produced by more than one student is subject to the following policy, and all students agree, as a

condition of their attendance at the College, to abide by the provisions of this policy.

Students agree to wait until every student who contributed to the Student Work students has either graduated from Emerson College or is no longer enrolled before distributing their own interest in joint Student Work. This temporary limitation on distribution of joint Student Work includes distribution in any manner, such as by sale or other transfer of the ownership or other rights, license, lease, loan, gift, or otherwise. Students may, however, enter joint Student Work in festivals or competitions. Students shall make joint Student Work available to other students and to faculty members of Emerson College who participated in creation of the Student Work for any use relating to his or her education or to the education of such other students,. The dean of the appropriate school at Emerson College may, in his/her sole discretion, in consultation with the Vice President for Academic Affairs and the President of the College, waive these restrictions for any reason satisfactory to the dean.

**3. (d) Emerson Credit.** Emerson College will decide whether or not to put its name on a given Student Work. If so requested by the appropriate dean at Emerson College, the student(s) who owns each Student Works agrees to credit in such Student Work, in a manner satisfactory to the dean, any donor to Emerson College whose donation contributed directly to the production of such Student Work.

**3.3 (e). Destruction of student work.** It is the obligation of the student to retrieve his or her work. The College has no obligation to preserve student work and reserves the right to destroy it after the end of the semester in which the work was created.

**3.4 Works created by outside vendors and contractors.** In general, the College expects to own the copyright in the work of outside vendors and contractors. The College official engaging the outside vendor or contractor and signing the contract is responsible for insuring that the contract protects the College's rights. The College expects that employees engaging outside vendors and contractors on behalf of the College will obtain legal advice from the Office of General Counsel prior to their engagement or the execution of a contract.

#### **4. Disclosure**

Faculty or students who create works in which the College may have an ownership interest should make an immediate disclosure, in writing, to the Dean of their respective School.

#### **5. Trade and Service Marks.**

The College owns certain trademarks and service marks. These include, but are not limited to:

- Emerson College
- Emerson
- E 1880 (design plus date in black and white)
- E 1880 (design plus date in color)
- Bringing Innovation to Communication and the Arts
- EVVY
- Ploughshares
- WERS
- Music for the Independent Mind
- American Comedy Archives

Faculty, staff, and students must obtain the written consent of the Vice President for Administration and Finance before using Emerson trademarks or service marks (or any phrase or mark likely to cause confusion with Emerson trade marks or services marks) in connection with works in which they have a personal ownership interest.