

Article [x]. Intellectual Property

Section 1. Purpose

The parties to this agreement believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for Oregon Tech and its learning communities reasonable access to, and use of, the intellectual property for whose creation Oregon Tech has provided assistance.

Oregon Tech supports the development, production, and dissemination of intellectual property by its faculty members.

Section 2. Definitions

In this article, the term "Copyright" shall be understood to mean 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" include, but are not limited to the following: computer programs; 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); motion pictures and other audiovisual works; sound recordings; webpages; and architectural works.

"Tangible media" include, but are not limited to, books, periodicals, manuscripts, phonorecords, films, tapes, and disks.

When used in this agreement, the term "Patent" shall be understood to mean that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.

"Significant use" shall mean the use of Oregon Tech-owned facilities or agencies by the Member, without payment to Oregon Tech, in which more than fifty percent (50%) of the cost of creating the work in its final form is borne by Oregon Tech.

Section 3. Ownership of Discoveries, Inventions, or Patents

Intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as he or she may voluntarily choose to transfer such property, in full, or in part.

Intellectual property created, made, or originated by a faculty member in connection with an approved and sponsored research project are treated in accordance with the agreement negotiated with the sponsor. In the absence of such agreement or to the extent such agreements do not fully address ownership of works produced, such works shall be treated in accordance with all provisions made in this section.

38 All patentable inventions made by a faculty member in connection with their assigned duties and/or
39 by the use of Oregon Tech's facilities shall be considered the property of Oregon Tech under the
40 following circumstances:

- 41 1. Wholly the property of Oregon Tech if the person or persons responsible for the invention
42 was employed by Oregon Tech specifically for that purpose. His/her contract of
43 employment shall so indicate.
- 44 2. To the extent specified in the contract of employment or a separate agreement between
45 Oregon Tech and employee relating to a specific work assignment.
- 46 3. To the extent recommended by the Associate Provost of Research and approved by the
47 President if research or endeavors directly resulting in the discovery or development of the
48 invention or marketable product involved significant use of Oregon Tech time, materials,
49 property, or facilities. Oregon Tech time, materials, property, or facilities includes time,
50 material, property, or facilities paid for from funds administered by Oregon Tech.

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52 Under all other circumstances individual employees are free to secure, under the patent laws of the
53 United States, the exclusive right to their inventions.

54 Provision of a normal academic environment, including library facilities, does not constitute grounds
55 for equity by Oregon Tech in a discovery or invention.

56 Section 4. Oregon Tech ownership of copyright

57 Oregon Tech shall own copyright only in the following 3 circumstances:

- 58 1. Oregon Tech expressly directs a faculty member to create a specified work, or the work is
59 created as a specific requirement of employment or as an assigned institutional duty included
60 in a written job description or an employment agreement.
- 61 2. The faculty author has voluntarily transferred the copyright, in whole or in part to the
62 institution. Such transfer shall be in the form of a written document signed by the faculty
63 author.
- 64 3. Oregon Tech has contributed to a "joint work" under the Copyright Act. The institution can
65 exercise joint ownership under this clause when it has contributed specialized services and
66 facilities to the production of the work that goes beyond what is traditionally provided to
67 faculty members generally in the preparation of their course materials. Such arrangement is
68 to be agreed to in writing, in advance, and in full conformance with other provisions of this
69 agreement.

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71 When a faculty member develops copyrightable works other than those defined above, he/she shall
72 have sole right or ownership and disposition of such works. When such works are produced,
73 developed, or authored through the significant use or aid of Oregon Tech facilities, personnel, or
74 other resources, Oregon Tech must be reimbursed for the fair market value of the use of any such
75 facilities, personnel, or resources. Those resources considered part of the normal academic
76 environment including library facilities are not included. Manuscripts or works of art designed for
77 publication in media where no remuneration is given the author(s) are exempt from this
78 reimbursement requirement. This section applies to materials developed for "distance" or "online"

79 learning and other electronically deliverable course materials. Further the member who develops
80 such materials as the sole creator shall retain full editorial control over and intellectual property
81 rights to the content and shall be the sole judge as to whether or not course materials over which
82 he/she has such control and rights shall be offered electronically. In no case should it be understood
83 or construed that individual faculty members have intellectual property rights to individual courses
84 or to the curriculum as a whole, but only to the content.

85 If a faculty member develops a copyrightable work but the faculty member decides to assign the
86 copyright to Oregon Tech and Oregon Tech accepts the assignment, the royalties and other income
87 from the copyright will be distributed in accordance with the specific agreement made during the
88 transfer of copyright.

89 **Section 5. Teaching Materials**

90 Material created for ordinary teaching use in the classroom and in department programs, such as
91 syllabi, assignments, and tests, shall remain the property of the faculty author, and institutions shall
92 be permitted to use such material in the Library's Institutional Repository and for internal
93 instructional, educational, and administrative purposes, including satisfying requests of accreditation
94 agencies for faculty-authored syllabi and course descriptions.

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96 In an agreement transferring copyright for such works to a publisher, faculty authors are urged to
97 seek to provide rights for the institution to use such works in the Library's Institutional Repository
98 and for internal instructional, educational, and administrative purposes.

99 **Section 6. Remuneration of sale**

100 Funds received by the faculty member from the sale of intellectual property owned by the faculty
101 author or inventor shall be allocated and expended as determined solely by the faculty author or
102 inventor.

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104 Funds received by Oregon Tech from the sale of owned intellectual property shall be allocated and
105 expended as determined solely by Oregon Tech.

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107 Funds received by the faculty member and Oregon Tech from the sale of intellectual property
108 owned jointly by Oregon Tech and the faculty member shall be allocated and expended in
109 accordance with the specific agreement established between Oregon Tech and the Faculty member.

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111 In the event of multiple creators, the creators shall determine and document the allocation of their
112 individual shares when the work is first undertaken.

113 **Section 7. Intellectual Property Grievances**

114 All disputes on intellectual property including ownership and/or allocation of received income shall
115 follow the grievance procedure in Article [x] on Grievances.