

Wheaton College Intellectual Property Policy

January 17, 2002

Goals

This policy is implemented as part of our mission as a not-for-profit, educational institution, to:

1. Motivate the development and dissemination of intellectual property by providing appropriate incentives to creators and the college.
2. Facilitate the wide transfer of useful inventions, writings and works of art to society.
3. Protect the rights of the creator and the college with respect to intellectual property created at the college.
4. Protect the college's name and trademarks.

Definitions

Intellectual property includes works eligible for copyright protection and inventions eligible for patent protection under U.S. or international law.

Creator is a generic term meant to include the author of a copyrightable work or the inventor of a patentable invention.

A work for hire is a work prepared by an employee within the scope of his or her employment or a work specially ordered or commissioned.

Educational courseware is computer software or hardware or a database or some combination of these that is used in teaching students.

Disclosed - A potentially patentable discovery or invention is considered *disclosed* as the term is used in this policy when the discovery or invention is described in writing to the Provost by its creator.

Policy

A. External Sponsorship.

1. When intellectual property is created as part of work done under an agreement between the college and an external sponsor, ownership of that intellectual property will be governed by the terms of that agreement.
2. In cases where a sponsorship agreement does not specify the ownership of any intellectual property created, the college will assume that the external sponsor has no claim to that intellectual property.
3. In the future the college should ensure that external sponsorship agreements are explicit about these ownership issues, for the protection of the creator and the college.
4. The college must inform members of the college community who are doing sponsored work of the terms of any intellectual property agreements relevant to that work.

B. College Sponsorship.

1. The college may sponsor or commission the creation of intellectual property. In this case the college and the creator must have a specific agreement about the ownership of the particular intellectual property and the sharing of any costs and income. It is the college's responsibility to create such an agreement.
2. Even in the absence of an explicit commission or sponsorship, when the college makes unusual commitments of resources to a project, the college may be entitled to ownership of any works created. The Provost will determine whether such commitments exist in a particular case. In such a case, the college and the creator will create a specific agreement about the ownership of the particular intellectual property and the sharing of any costs and income.
3. In particular, it is expected that such an agreement will be made in advance of the beginning of any intellectual property development project that will involve substantial use of college facilities, resources or staff.

C. Work for Hire.

1. In the absence of a relevant agreement, intellectual property created by university employees who were assigned specifically to produce that particular intellectual property within the scope of their employment will be owned by the college. Except as in B.1. above the college does not consider intellectual property produced by faculty to be a work-for-hire.
2. When a college-sponsored intellectual property development project includes staff members who make substantial creative contributions, the college may choose to share ownership with the staff members involved. In such a case the college and the staff member should create a specific agreement clarifying ownership of the intellectual property in question.
3. Staff should seek a determination from the college if they are engaged in the creation of intellectual property that they believe is not a work-for-hire. If there is any doubt, the college and the staff member should create a specific agreement clarifying ownership of the intellectual property in question.

D. Public Domain.

1. Except as limited by A., B. or C. the creator of any intellectual property may choose to place this intellectual property in the public domain. In this case, both the college and the creator waive any ownership rights to the intellectual property.
2. Creators who wish to place their intellectual property in the public domain are responsible for ascertaining that their right to do so is not limited by a sponsorship agreement or terms of employment.

3. When intellectual property is placed in the public domain the creator must provide the college with a copy of the intellectual property, to be made available to the public through the college library or other appropriate method of distribution.

E. College license.

1. In the absence of a specific agreement to the contrary, the creator of educational courseware agrees to grant the college a perpetual, non-exclusive license to make copies of the work and to incorporate the work in its other projects for use in teaching, scholarship and research in support of its educational mission.

2. A similar requirement should be considered when creating any specific agreement between a college employee and the college about particular intellectual property.

F. In general.

1. Except as limited by A., B., C., D. or E. above, the creator retains all rights to intellectual property, including works eligible for copyright protection and inventions eligible for patent protection under U.S. or international law.

G. Discoveries and Inventions.

1. Patentable discoveries and inventions must be disclosed to the college promptly.

2. The inventor will have the right to pursue the patenting or commercialization of the invention. If this is done without substantial college support, the inventor will be entitled to any income, or

3. The college and the inventor will make a project plan for the shared development and protection of the invention and a specific agreement describing the allocation of any net income in a way that reflects the contributions of each to the project.

4. If the inventor does not pursue a patent or the introduction of the invention into public use, the college may choose to do so, and the inventor will cooperate with the college and assign ownership rights to the college.

H. Credit.

Notwithstanding any of the above, at the college's request the creator of any intellectual property created at the college or by a college employee using college resources will give the college appropriate credit on every copy of the work.

I. Trademarks.

The college retains all rights to control the use of its name and trademarks in association with any work, regardless of the ownership of the work.

J. Institutional responsibility.

The Provost will be primarily responsible for this policy and for fulfilling the college's obligations under it.

D. Caldwell, 29 Aug 2000, last revised January 17, 2002.