

Policy Change   
Procedure Change   
New Policy   
New Procedure

Subject Matter Area Review   
Constituency Group Review   
District Council   
Board 1<sup>st</sup> Reading   
Board 2<sup>nd</sup> Reading

**KEY:**  
BOLD= new language  
~~strikethrough~~= delete language

Comments:  
Current versions of BPs/APs 3710 and 3715 text is exactly the same. CCLC recommended revisions that denote differences are noted in yellow.

Referred to:

Edited:  
9/21/16

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Yosemite Community College District Policies and Administrative Procedures

No. 3715

3

**Policy**

4

**3715 Intellectual Property**

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**Note: *The following policy is legally required.***

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**The Chancellor shall develop procedures that define the rights, interests, protection, and transfer of intellectual property created by the District employees and students.**

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The Chancellor is directed to develop appropriate administrative procedures to implement the provisions of the Education Code which authorize the securing of copyrights in the name of the district to all copyrightable works developed by the District.

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The procedures developed by the Chancellor and approved by the Board of Trustees shall assure that the district may use, sell, give or exchange published materials and may license materials prepared by the district in connection with its curricular and special services.

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In the development of these procedures, the Chancellor shall solicit the input of the proper representatives of the college community in accordance with the district's policies regarding shared local decision making as an academic and professional matter and as a condition of employment.

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**Cross References (see also):**  
**YCCD Policy 3710 – Securing of Copyright**  
**YCCD Policy 3750 – Use of Copyrighted Material**

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**References:**  
Education Code Sections ~~72207, 81459~~ 17 U.S. Code Sections **101 et seq.**; 35 U.S. Code Sections **101 et seq.**; 37 Code of Federal Regulations Sections **1.1 et seq.**

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**Adopted:** June 28, 2004

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**Last Reviewed:**

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**Administrative Procedure**

**3715 Intellectual Property**

**Note: The following procedure is legally advised. Local practice may be inserted. The following is an illustrative example.**

The following intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District’s policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

**I. Definitions**

For the purposes of this procedure, the following definitions apply to the following words or phrases:

**A. Administrative Activity**

“Administrative Activity” means the execution of the District’s management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

**B. Author or Creator**

“Author” or “Creator” means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

**C. District Resources**

“District Resources” means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

**D. Course Materials**

“Course Materials” means materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

**E. Course Syllabus**

“Course Syllabus” means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member

**F. Digital Encoded Work**

“Digital Encoded Work” means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

1 **G. Employee**

2 “Employee” means an individual employed by the District, and shall include full-time and part-  
3 time faculty, classified staff, student employees, appointed personnel, persons with “no salary”  
4 appointments, and academic professionals, who develop intellectual property using District  
5 resources, unless there is an agreement providing otherwise.  
6

7 **H. Intellectual Property**

8 “Intellectual Property” means works, products, processes, tangible research property,  
9 copyrightable subject matter, works of art, trade secrets, know how, inventions and other  
10 creations the ownership which are recognized and protected from unauthorized exploitation  
11 by law. Examples of intellectual property include scholarly, artistic, and instructional materials.  
12

13 **I. Student**

14 “Student” means an individual who was or is enrolled in a class or program at the District at the  
15 time the intellectual property was created.  
16

17 **J. Student Employee**

18 “Student Employee” means a student who is paid by the District, and may include students  
19 participating in a work study program or who receive stipends while they are acting within the  
20 scope of their employment at the District at the time the intellectual property was created.  
21

22 **K. Substantial Use of District Resources**

23 “Substantial Use of District Resources” means use of District resources beyond the normal  
24 professional, technology, and technical support generally provided by the District and extended  
25 to an individual or individuals for development of a product, project or program. The use of  
26 District resources must be important and instrumental to the creation of the intellectual  
27 property. The following do not constitute substantial use of the District’s resources: (1)  
28 incidental use of District resources and/or (2) extensive use of District resources commonly  
29 available to District employees. A substantial use of the District’s resources may be implicated  
30 in situations where the creator spends such time and energy in the creation of a work that  
31 results in a great reduction of the creator’s teaching activity.  
32

33 **L. Work**

34 “Work” means an “original work of authorship fixed in a tangible medium” as used in the  
35 Copyright Act.  
36

37 **II. Ownership of Intellectual Property**

38  
39 The ownership rights to a creation at the District shall be determined generally as set forth below,  
40 unless ownership is modified by an agreement.  
41

42 **III. Employee Intellectual Property Rights**

43  
44 A District employee who is the creator of an academic work in his/her field of expertise owns the  
45 copyright in that work. Academic works include textbooks, lecture notes and other course materials,  
46 literary works, artistic works, musical works, architectural works and software produced with no more  
47 than nominal or incidental use of the District’s resources. Academic works described in this paragraph

1 are owned by the employee even though such works may have been developed within the employee's  
2 scope of employment.

3  
4 Intellectual property unrelated to an individual's employment responsibilities at the District, and that  
5 is developed on an individual's own time and without the District's support or use of District facilities  
6 is the exclusive property of the creator and the District has no interest in any such property and holds  
7 no claim to any profits resulting from such intellectual property.

#### 8 9 **IV. District Intellectual Property Rights**

10  
11 The District owns all other intellectual property, including but not limited to patentable inventions, such  
12 as computer software, created by its employees under the following circumstances:

- 13  
14 1. If intellectual property is created through the District's administrative activities by an  
15 employee working within his/her scope of employment; or
- 16  
17 2. If intellectual property is created by an employee executing a duty or specific assignment  
18 designated by the District; or
- 19  
20 3. If intellectual property is created through the substantial use of District resources; or
- 21  
22 4. If intellectual property is commissioned by the District pursuant to a signed contract; or
- 23  
24 5. If intellectual property is produced within one of the nine categories of works considered  
25 works for hire under copyright law pursuant to a written contract; or
- 26  
27 6. If intellectual property is produced from research specifically supported by state or federal  
28 funds or third party sponsorship.

29  
30 Where circumstances give rise to District intellectual property rights, as described above, the creator of  
31 the potential intellectual property will promptly disclose the intellectual property to the District. The  
32 District and the creator may enter into a written agreement whereby the creator executes documents  
33 assigning intellectual property rights to the District.

34  
35 The Chancellor may waive the District's interests in its intellectual property by executing a written  
36 waiver.

#### 37 38 **V. Student Intellectual Property Rights**

39  
40 District students who created a work are owners of and have the intellectual property rights in that  
41 work. District students own the intellectual property rights in the following works created while they  
42 are students at the District:

- 43  
44 1. Intellectual property created to meet course requirements using college or District  
45 resources; and
- 46

2. Intellectual property created using resources available to the public. Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

## VI. Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth in Section II may be modified by the parties as follows:

### A. Sabbatical Works

Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into an written agreement to define the District and employee's intellectual property rights in the sabbatical work.

### B. Assignment of Rights

When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his/her intellectual property rights to the District. In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

### C. Sponsorship Agreements

A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

1  
2 **D. Collaboration/Partnership Agreements**

3 The District may participate in projects with persons/organizations that result in the creation of  
4 intellectual property. Ownership rights of such intellectual property will be defined by the  
5 collaboration/partnership agreement, or shall be determined under applicable law.  
6

7 **E. Special Commissions**

8 Intellectual property rights to a work specially ordered or commissioned by the District from a  
9 faculty member, professional staff member, other District employee, or other individual or  
10 entity, and identified by the District, as a specially commissioned work at the time the work was  
11 commissioned, shall belong to the District. The District, and the employee shall enter into a  
12 written agreement for creation of the specially commissioned work.  
13

14 **F. Use of Substantial District Resources**

15 In the event the District provides substantial resources to an employee for creation of a work  
16 and the work was not created under an agreement (such as a sponsorship agreement, individual  
17 agreement, or special commission) the District and the creator shall own the intellectual  
18 property rights jointly in proportion to the respective contributions made.  
19

20 **G. Encoded Works/Software for Administrative Activities**

21 The District may hire an individual or entity to develop software or other encoded works, to be  
22 used in the District's administrative activities. The District shall maintain ownership of the  
23 intellectual property rights in such encoded works. Similarly, the District shall have ownership  
24 of the intellectual property rights in encoded works created by an employee, even where the  
25 work was created out of the employee's own initiative, if the work is related to the employee's  
26 job responsibilities. For example, if an employee in the student records office creates a  
27 software program, on his/her own initiative, that will organize student records, such work is  
28 related to the employee's job duties and will belong to the District. Where an employee creates  
29 a program that does not relate to his/her job duties, and that program was created on the  
30 employee's own time, the work belongs to the employee.  
31

32 **H. Collective Bargaining Agreement**

33 In the event the provisions of these procedures and the provisions of any operative collective  
34 bargaining agreement conflict, the collective bargaining agreement shall take precedence.  
35

36 **I. Jointly Created Works**

37 Ownership of jointly created works shall be determined by separately assessing which of the  
38 above categories applies to each creator, respectively. Rights between joint owners of a  
39 copyright shall be determined pursuant to copyright law.  
40

41 **J. Work Acquired by Assignment or Will**

42 The District may acquire copyrights by assignment or will pursuant to the terms of a written  
43 agreement or testament. The terms of such agreements should be consistent with District  
44 policies and these procedures.  
45

46 **K. Materials Implicating Third Party Rights**

47 District employees and students must comply with District policies and state and federal laws,  
48 including copyright and privacy laws, in creating works. District employees and students must

1 obtain all required licenses, consents, and releases necessary to avoid infringing the rights of  
2 third parties. District employees and students with questions or concerns regarding third party  
3 rights should direct all inquiries to the Intellectual Property Policy and Rights Committee.  
4

5 **L. Intellectual Property Coordinator**

6 The [*insert designated position*] shall be the District's Intellectual Property Coordinator. The  
7 coordinator shall administer this procedure and will implement the District's Intellectual  
8 Property Policy. The Intellectual Property Coordinator will also monitor the development and  
9 use of the District's intellectual property. Any questions relating to the applicability of the  
10 District Intellectual Property or this procedure may be directed and answered by the Intellectual  
11 Property Coordinator.  
12

13 **VII. Preservation of Intellectual Property Right**

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15 **A. Protection of Rights**

16 The District shall undertake such efforts, as it deems necessary to preserve its rights in original  
17 works for which the District is the sole or joint owner of intellectual property rights. The District  
18 may apply for a patent, for trademark registration, for copyright registration, or for other  
19 protection available by law on any new work in which it maintains intellectual property rights.  
20

21 **B. Payments of Costs**

22 The District may pay some or all costs required for obtaining a patent, trademark, copyright, or  
23 other classification on original works for which it exclusively owns intellectual property rights.  
24 If the District has intellectual property rights in a jointly owned work, the District may enter into  
25 an agreement with the joint owners concerning payment of such costs.  
26

27 **VIII. Commercialization of Intellectual Property**

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29 **A. Right of Commercialization**

30 The District may commercialize its Intellectual Property using its resources or it may enter into  
31 agreements with others to commercialize the work as authorized by law.  
32

33 **B. Distribution of Proceeds**

34 An employee who creates a work and retains an intellectual property interest in such work in  
35 which the District maintains intellectual property rights is entitled to share in royalties, licenses,  
36 and any other payments from commercialization of the work in accordance with applicable  
37 agreements and applicable laws. All expenses incurred by the District in protecting and  
38 promoting the work including costs incurred in seeking patent or copyright protection and  
39 reasonable costs of marketing the work, shall be deducted and reimbursed to the District before  
40 the creator is entitled to share in the proceeds.  
41

42 **C. Intellectual Property Account**

43 The District shall deposit all net proceeds from commercialization of intellectual property in its  
44 own general intellectual property account. The [*insert authorized position*] may use the account  
45 to reimburse expenses related to creating or preserving the District's intellectual property rights  
46 or for any other purpose authorized by law and District policy including the development of  
47 intellectual property.  
48

1 **D. Notification**

2 The Intellectual Property Coordinator shall provide a copy of these Intellectual Property  
3 Procedures to persons upon request. The District shall arrange training on a periodic basis for  
4 faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

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7 **Preamble**

8  
9 The YCCD recognizes and encourages the creation of employee-developed works and course materials  
10 as an inherent part of the educational mission. It also acknowledges the privilege of district personnel  
11 (faculty, staff and students) to prepare, through individual initiative, articles, pamphlets, books, and  
12 course materials, that may be copyrighted by and generate royalty income for the author.

13  
14 The parties to this agreement believe that the public interest is best served by creating an intellectual  
15 environment whereby creative efforts and innovations are encouraged and rewarded, while still  
16 retaining for the YCCD and its learning communities reasonable access to, and use of, the intellectual  
17 property for whose creation the YCCD has provided assistance.

18  
19 **Purpose and Scope**

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21 This statement sets forth YCCD's policy on copyright ownership.

22  
23 **Definitions**

24  
25 **Copyright.** Copyright is the intangible property right granted by federal statute for an original  
26 work fixed in a tangible form of expression. Copyright provides the owner with the following exclusive  
27 rights in a work: to reproduce, to prepare derivative works, to distribute by sale or otherwise, to  
28 perform publicly, and to display publicly.

29  
30 **Work.** A work is any copyrighted expression including, but not limited to, literary work (written  
31 lectures are included); musical work including any accompanying words; dramatic work, including any  
32 accompanying music; pantomimes and choreographic work; pictorial, graphic, and sculptural work;  
33 motion pictures and other audiovisual work; sound recordings; and computer software.

34  
35 **Course materials.** Course materials are those prepared for use in teaching in any form,  
36 including, but not limited to: digital, print, audio, visual, or any combination thereof. Course materials  
37 include, but are not limited to: lectures, lecture notes and materials, syllabi, study guides, bibliographies,  
38 visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

39  
40 **Course approval documents.** These documents are submitted, reviewed and approved  
41 pursuant to applicable Academic Senate regulations related to the approval of a course of instruction,  
42 typically consisting of a course description, a statement of learning objective and a topical outline.

43  
44 **Designated academic or instructional appointees.** Designated academic or instructional  
45 appointees are those YCCD employees who have a general obligation to produce scholarly/aesthetic  
46 works or course materials. Included are all appointees with the title of Professor or Instructor.  
47 Appointees in other academic titles may also be designated by the appropriate immediate supervisor as  
48 having the obligation to produce scholarly/aesthetic works or course materials.

1  
2 **Independent academic effort.** Independent academic effort is the inquiry, investigation, or  
3 research carried out by designated academic appointees to advance knowledge or the arts where the  
4 specific choice, content, course, and directions of the effort is determined by the designated academic  
5 appointee without direct assignment or supervision by the YCCD. Independent academic effort includes  
6 the general obligation of designated academic appointees to produce scholarly/ aesthetic works.

7  
8 **License.** A license is a contract in which a copyright owner grants to another permission to  
9 exercise one or more of the rights under copyright.

10  
11 **Originator.** An originator is one who produces a work by his or her own intellectual labor.  
12 When there is more than one originator, the ownership of each originator's contributions shall be  
13 considered separately pursuant to this policy.

14  
15 **Permissible consulting activities.** Permissible consulting activities are professional or scholarly  
16 services provided by the YCCD employees for compensation, which do not interfere with regular YCCD  
17 duties, do not utilize YCCD resources, and are not prohibited by terms of the YCCD employment contract  
18 or other applicable YCCD agreements or policies.

19  
20 **Royalties.** Royalties are payments made to an owner of a copyright for the privilege of  
21 practicing a right under the copyright.

22  
23 **Sponsor.** A sponsor is an organization or agency that provides funding, equipment, or other  
24 support for the YCCD to carry out a specified project in research, training, or public service pursuant to a  
25 written agreement. Sponsors include Federal, State, local, and other governmental agencies as well as  
26 private industry, educational institutions, and private foundations.

27  
28 **Exceptional YCCD resources.** Exceptional resources are YCCD resources (including, but not  
29 limited to YCCD facilities and YCCD funds, as described below) significantly in excess of the usual support  
30 generally available to similarly situated faculty members. Customary secretarial support, library  
31 facilities, office space, personal computers, access to computers and networks, and academic year salary  
32 are not considered exceptional YCCD resources.

33 In such cases where exceptional resources have been requested, the YCCD is responsible for  
34 obtaining a written agreement with the Originator(s) prior to granting the Originator(s) request. The  
35 written agreement will specify ownership and control rights between the YCCD and the Originator(s).

36  
37 **YCCD funds.** YCCD funds, regardless of source, are administered under the control,  
38 responsibility, or authority of the YCCD.

39  
40 **YCCD facilities.** YCCD facilities include buildings, equipment, and other facilities under the  
41 control of the YCCD, that are designated by the appropriate administrative officer as requiring an  
42 advance agreement, from non YCCD personnel and YCCD personnel acting outside the scope of their  
43 employment, concerning the disposition of any copyrighted works that are originated with the use of  
44 these facilities. Such facilities normally include campus computer centers and normally do not include  
45 YCCD libraries.

46  
47  
48 **Copyright Ownership by Category of Work**

**Course Materials.**

**A. Ownership of Course Materials Originated by Designated Instructional Appointees.**

Except as provided below, ownership of the rights to Course Materials, including copyright, shall reside with the Designated Instructional Appointee who creates them. However, the YCCD retains a fully paid-up, royalty free, perpetual, and nonexclusive worldwide license to any Course Approval Documents for the purpose of continuing to teach the course of instruction for which the documents were prepared, with the non-exclusive right to revise and update them as required for this purpose as provided below in *Item B (Course Materials Created with the Use of Exceptional YCCD Resources)*.

**B. Course Materials Created with the Use of Exceptional YCCD Resources.**

Ownership of the rights to Course Materials created, in whole or in part, by Designated Instructional Appointees with the use of Exceptional YCCD Resources shall be governed by a written agreement entered into between the Originator(s) and the YCCD. The agreement shall specify how rights will be owned and controlled and how any revenues will be divided if the materials are commercialized. If no agreement is made, then *Item A (Ownership of Course Materials Originated by Designated Instructional Appointees)* will remain in effect.

**Scholarly/aesthetic work.** A scholarly/aesthetic work is a work originated by a designated academic appointee resulting from independent academic effort.

Ownership of copyrights to scholarly/aesthetic works shall reside with the designated academic appointee originator, unless they are also sponsored works or contracted facilities works, or unless the designated academic appointee agrees to participate in a project which has special provisions on copyright ownership pursuant to the *Copyright Agreement and Notification Section* this policy.

**Personal work.** A personal work is a work that is prepared outside the course and scope of YCCD employment (except for permissible non-YCCD consulting activities) without the use of YCCD resources. Ownership of copyrights to personal works shall reside with the originator.

**Student work.** A student work is a work produced by a registered student without the use of YCCD funds (other than Student Financial Aid), that is produced outside any YCCD employment, and is not a sponsored, contracted facilities, or commissioned work. Ownership of copyrights to student works shall reside with the originator.

**Sponsored work.** A sponsored work is a work first produced by or through the YCCD in the performance of a written agreement between the YCCD and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Likewise, sponsored works do not include sabbatical projects unless an advanced written agreement is made between the YCCD and the faculty member to be on sabbatical.

Ownership of copyrights to sponsored works shall be with the YCCD unless the sponsored agreement states otherwise. Any sponsored work agreement that provides for ownership by other than the YCCD generally shall provide the YCCD with a free-of-cost, nonexclusive, worldwide license to use and reproduce the copyrighted work for education and research purposes.

1 **Commissioned work.** A commissioned work is a work produced for YCCD purposes by  
2 individuals not employed at the YCCD or by YCCD employees outside their regular YCCD employment.

3 When the YCCD commissions for the production of a work, title normally shall reside with the  
4 YCCD. In all cases, copyright ownership shall be specified in a written agreement. Any such agreement  
5 which provides for ownership by other than the YCCD, generally shall also provide the YCCD with a free  
6 of-cost, nonexclusive, world-wide license to use and reproduce the copyrighted work for education and  
7 research purposes.

8 **Contracted facilities work.** A contracted facilities work is a work produced by non-YCCD  
9 personnel or YCCD personnel acting outside the course and scope of their employment, using  
10 designated YCCD facilities pursuant to a written agreement.

11 Ownership of copyrights to contracted facilities work shall be governed by the agreement  
12 permitting use of the specified YCCD facilities. Depending on the nature of the facility and the nature  
13 and extent of the use, the agreement may specify that ownership of resulting copyrights rests with the  
14 YCCD, or the YCCD simply may be paid a fee for the use of the facility, or some other arrangement may  
15 be appropriate.

16 **Institutional Work.** Except as otherwise provided in this policy, the YCCD shall own all  
17 copyrights to works made by YCCD employees in the course and scope of their employment and shall  
18 own all copyrights to works made with the use of YCCD resources.

19 **Work acquired by assignment or will.** The YCCD may acquire copyrights by assignment or will  
20 pursuant to the terms of a written agreement or testament. The terms of such agreements should be  
21 consistent with this policy on *Copyrights* and other YCCD policies governing such acquisitions.

## 22 **Copyright Ownership of Jointly Originated Works**

23 Copyright ownership of jointly originated works shall be determined by separately assessing the  
24 *Category of Work* of each originator pursuant to the above section. Rights between joint owners of a  
25 copyright shall be determined pursuant to copyright law.

## 26 **Copyright Agreement and Notification**

27 Prior to any use of a YCCD facility by non-YCCD personnel or by YCCD personnel outside YCCD  
28 employment, a signed agreement shall be required that specifies the disposition of copyrighted works.

29 Designated academic appointees participating in sponsored projects must have an agreement on file  
30 with the designated campus official which acknowledges: (a) individual and joint responsibility to  
31 produce and deliver sponsored works to the sponsor, as required by the terms of the sponsored project  
32 agreement, and/or to the YCCD when so requested, and (b) that copyright ownership of sponsored  
33 works, unless reserved to the sponsor or otherwise provided for in the sponsored project agreement,  
34 shall vest in the YCCD.

35 Any designated academic appointee, other employee, or student wishing to participate in a specified  
36 YCCD project that includes copyright ownership requirements other than provided in the section on  
37 *Copyright Ownership by Category of Work Section* of this policy must sign an agreement indicating his or

1 her concurrence with that project's special conditions. The appropriate administrative officer shall  
2 designate special YCCD projects that shall require such special copyright agreements.

### 3 **Involuntary Transfer**

4 When an individual author's ownership of a copyright, or of any of the exclusive rights under a  
5 copyright, has not previously been transferred voluntarily by that individual author, no action by any  
6 governmental body or other official or organization purporting to seize, expropriate, transfer, or  
7 exercise rights of ownership with respect to the copyright, or any of the exclusive rights under a  
8 copyright, shall be given effect under this title, except as provided under title 11. (United States  
9 Copyright Law § 201 (e))

### 10 **Release of YCCD Rights**

11 The YCCD may release its ownership rights in copyrighted works to the originator(s) when, as  
12 determined by the YCCD: (a) there are no overriding or special obligations to a sponsor or other third  
13 party; and (b) the best interests of the YCCD would be so served. Such release of ownership rights must  
14 be contingent on the agreement of the originator(s) that no further effort on, or development of, the  
15 work will be made using YCCD resources and that the YCCD is granted a free-of-cost, nonexclusive,  
16 worldwide license to use and reproduce the work for education and research purposes.

### 17 **Licensing and Royalties**

18 Material created for ordinary teaching use in the classroom and in department programs, such as syllabi,  
19 assignments, and tests, shall remain the property of the faculty author, but the YCCD shall be permitted  
20 to use such material for internal instructional, educational, and administrative purposes, including  
21 satisfying requests of accreditation agencies for faculty authored syllabi and course descriptions.  
22

23 In an agreement transferring copyright for such works to a publisher, faculty authors are urged to seek  
24 to provide rights for the YCCD to use such works for internal instructional, educational, and  
25 administrative purposes.

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

29  
30 Funds received by the YCCD from the sale of intellectual property owned by the YCCD shall be allocated  
31 and expended as determined solely by the YCCD.

32  
33 Funds received by the faculty member and the YCCD from the sale of intellectual property owned jointly  
34 by the faculty member and the YCCD shall be allocated and expended in accordance with any specific  
35 agreement made between the YCCD and the faculty member.

36  
37 In the event of multiple creators, the creators will determine the allocation their individual shares when  
38 the work is first undertaken.

39 The YCCD may assign or license its copyrights to others. Royalty or income received from such  
40 transactions may be shared with the originator(s) of such works, as determined by the appropriate

1 administrative officer, taking into account the originator's contribution, the YCCD's costs, any provisions  
2 imposed by sponsors or other funding sources, and any other applicable agreements concerning the  
3 copyright.

#### 4 **Copyright Responsibility and Administration**

5 For copyrighted works under their respective jurisdictions, the appropriate administrators are  
6 authorized to:

7 Issue guidelines, implementing procedures, and supplementary local policies consistent with this policy.  
8 These may include directives regarding licensure, disposition of royalty income, and other rights related  
9 to copyrights. Copies of such guidelines, policies and procedures shall be sent to the President of the  
10 college;

11 Identify campus, laboratory, and other YCCD facilities or projects as having special copyright assignment  
12 obligations and issue guidelines and implementing procedures regarding assignment of copyright in  
13 works produced using such facilities or projects;

14 Register copyrights, accept copyrights from third parties, and sell, assign, or grant licenses in the name  
15 of the YCCD for any rights to copyrights; and

16 Release YCCD ownership rights to copyrighted works that are in the name of the YCCD pursuant to the  
17 section on the *Release of YCCD Rights*.

#### 18 **Creation of Intellectual Property Policy and Rights Committee**

19 The Intellectual Property Policy and Rights Committee will be a district wide committee composed of  
20 members equally apportioned between faculty (one elected by the MJC Academic Senate, one elected  
21 by the Columbia College Academic Senate and one elected by the YFA) and administration (one member  
22 appointed by the Chancellor of the YCCD or his/her designee, one member appointed by the MJC  
23 President and one member appointed by the Columbia College President.) The committee members  
24 shall elect a chair from among themselves each year. At the time of initial appointment or election, each  
25 member shall be designated as serving a one or two year term, so that the term of one faculty  
26 committee member and one administration member will expire each year and replacements will be  
27 appointed or elected each year. After the first appointment subsequent members shall serve a two-year  
28 term, commencing on July 1 and terminating on June 30. Committee members may serve one additional  
29 two-year term.

30  
31 The Committee shall monitor and review technological and legislative changes affecting intellectual  
32 property policy and shall report to relevant faculty and administrative bodies, when such changes affect  
33 existing policies.

34  
35 The committee shall serve as a forum for the receipt and discussion of proposals to change existing  
36 institutional policy and/or to provide recommendations for contract negotiations.

37  
38 Disputes over ownership, and its attendant rights, of intellectual property will be decided by the  
39 Intellectual Property Policy and Rights Committee.

1 The committee shall make an initial determination of whether the YCCD or any other party has rights to  
2 the invention or other creation, and, if so, the basis and extent of those rights. The committee shall also  
3 make a determination on resolving competing faculty claims to ownership when the parties cannot  
4 reach an agreement on their own.

5  
6 The committee will review the merits of inventions, and other creations, and make recommendations  
7 for the management of the invention, including development, patenting, and exploitation.

8  
9 If the inventors/creators disagree with the determination of the committee he/she may appeal to  
10 binding arbitration. The cost of the arbitration shall be borne equally by the YCCD and the creator(s).

11  
12 **References:**

13 **17 U.S. Code Sections [101 et seq.](#); 35 U.S. Code Sections [101 et seq.](#); 37 Code of Federal Regulations**  
14 **Sections [1.1 et seq.](#)**

15  
16 **Procedure Last Revised:** June 28, 2004

17 **Last Reviewed:**