

FACULTY MEETING  
May 14, 2014

**MOTION**

**Motion:** The Faculty Executive Committee moves that a new section entitled “Section V. Academic Freedom and Intellectual Property” be inserted into Part One of the Faculty Handbook as indicated below and, further, that all subsequent sections be renumbered accordingly.

Rationale: The proposed changes incorporate th

*The purpose of this policy is to:*

*ensure that members of the Skidmore community remain free to create and enjoy the benefits of their creations;*  
*establish a framework for making intellectual property developed at Skidmore available for the public benefit;*  
*encourage the prompt and open dissemination of research results;*  
*ensure that the College's legal obligations under externally funded grants and third party agreements are met; and*  
*articulate those circumstances where the College has a legitimate ownership interest in the creations of its employees and students, to establish procedures for the transfer of ownership of such creations from the creator(s) to the College and for the administration of such assigned intellectual property.*

### ***Intellectual Property at Skidmore College<sup>1</sup>***

The following policies apply to ownership of patents and copyrights in works invented or created by members of the Skidmore community using College funds, facilities, or other resources.

#### ***Definitions***

***Author*** is defined as a person who creates a copyrighted work.

***Community members*** are defined to be the President, members of the President's cabinet, faculty, staff and students.

***Copyright*** is defined as a form of protection the law provides to the authors of "original works of authorship: for their intellectual works that are "fixed in any tangible medium of expression," both published and unpublished. Examples of works which are eligible for copyright protection include: books; periodicals; software; musical or dramatic works; pictorial or other artistic works; and audiovisual works. Copyright includes a bundle of rights: The right to reproduce the copyrighted work; the right to distribute copies of it; the right to prepare derivative works based upon the copyrighted work; and the right to make public performances or displays of most copyrighted works.

***Institutional Works*** is defined as works created by non-faculty employees (either staff or student employees) within the scope of their employment.

***Institutionally Commissioned Work*** as used in Part B.II.A is defined as work that the College specifically commissions its employee(s) to create or produce outside their regular scope of employment. Institutionally Commissioned Work does not include works produced with

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<sup>1</sup> *In developing this policy, we have consulted intellectual property policies from a number of schools. We have borrowed language directly from the policies of Amherst, Colgate, Swarthmore, Hamilton, Dartmouth and Boston College.*



manipulate a product, such as data, text, a physical object, or other software. Software may be protected by patent, copyright, or trade secret.

***Sponsored Project Agreement (SPA)*** is a contract between the College and a sponsoring organization that sets the terms and conditions for the conduct of Community member's research or other professional

the supervision of a faculty member. In this case, the College would not claim ownership, except in instances in which the College can claim ownership rights under exception II.B.

- B. Sponsored Project Agreements Works created pursuant to a Sponsored Project Agreement with an extramural sponsor will be governed by terms of that agreement, the award policies and procedures of the Sponsor/Grantor, and/or by applicable law governing the ownership of copyrightable intellectual property generated under such agreements. Such agreements are subject to the review and approval or concurrence of the PI/senior personnel responsible for the project and the review and approval of the Dean of the Faculty/Vice President for Academic Affairs. Unless otherwise dictated by the Sponsor/Grantor, the division of intellectual property rights between the College and the creator(s) shall be governed by the principles outlined in this document.

The College will not enter into any Sponsored Project Agreements that prohibit the free use of the intellectual property by the creator(s) for research or educational purposes without consulting with the creator(s). All such agreements shall to the extent practicable provide for the creator's continued free use of the intellectual property for their own ongoing research or education purposes.

## ***Part B - Patents***

### **I. Ownership**

Skidmore's fundamental practice with regard to patentable intellectual property when no more than routine support has been received remains one in which ownership shall be held by the individual(s) who create(s) the work subject to the exceptions described below in Section II.

### **II. Exceptions**

- A. College-Sponsored Materials. Skidmore shall own intellectual property rights to institutional works, institutionally commissioned works, or when it provides more than routine support to a project.

Not included in this exception are works created by non-faculty employees (e.g., student employees) when they are working under the supervision of a faculty member who has received no more than routine support for his or her research or teaching project.

When the College provides more than routine support to a project, the community member shall request or the College may elect to provide a notice of "More than Routine Support" to the applicant community member at the time the support is provided. All parties involved shall sign the "More than Routine Support Agreement" outlining the scope of the project, and to the extent practicable, the expected outcomes. During the effective period of this agreement, the participants shall promptly disclose any and all intellectual property generated, in accordance with the procedures described below in Section III.A.

Not included in this exception are works created by non-faculty employees (e.g., student employees) when they are working under the supervision of a faculty member who has received no more than routine support for his or her research or teaching project.

- B. Sponsored Project Agreements. Works created pursuant to a Sponsored Project Agreement with an extramural sponsor will be governed by terms of that agreement, the award policies and procedures of the Sponsor/Grantor, and/or by applicable law governing the ownership of patentable intellectual property generated under such agreements. Such agreements, when negotiated, are subject to the review and depending on the nature of the agreement, subject to either approval or concurrence of the PI/senior personnel responsible for the project. All such agreements are subject to review and approval of the Dean of the Faculty/Vice President for Academic Affairs. Unless

## B. Abandonment

If the College, acting in-a-timely-manner, elects not to patent an invention, the College, upon request, shall reassign ownership to the inventor(s) to the extent possible under the terms of any agreements that support or relate to the work. In this context, “in-a-timely-manner” shall mean a period of time sufficient to provide for the conduct of background research and investigation and for the DOF/VPAA to render a decision. As a general

*Part D - Revisions to Policy*