

## **Student Intellectual Property Rights**

To view the Board policies associated with this section, go to <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=304&code=CT>.

Unless stated otherwise in Board policy CT (LOCAL), ownership to all copyrights, trademarks, patents, and other intellectual property rights belonging to Collin College will remain with, or be assigned in writing from the person or entity to, Collin College at all times. Except as provided by law, Collin College policy, or written authorization from the College District President or designee, use of Collin College intellectual property will be limited to Collin College-related purposes.

### **Students**

Unless stated otherwise in Board policy CT (LOCAL), a student will retain all rights to work created as part of instruction or using Collin College technology resources.

### **Definitions**

“Incidental use” is defined as minor utilization of resources commonly encountered in the course of an employee’s daily job. This includes, but is not limited to, an individual’s office, office computer, telephone, and library resources.

“Scholarly works” are defined as works that are created to further scholarly or artistic activity for which no compensation is granted by Collin College. These include, but are not limited to, manuscripts, scholarly articles, documentaries, websites, monographs, works of art, and other research-based productions.

“Educational materials” are defined as teaching or course materials that are not works for hire, such as class notes, curriculum guides, and laboratory notebooks.

“Collin District time” is defined as time an employee spends conducting work that contributes to the course and scope of employment as defined in the assigned job description.

### **Employees**

#### **Collin College Ownership**

As an agent of Collin College, an employee, including a student employee, will not have rights to a work or invention they create, author, or invent on Collin District time or using Collin College technology resources or Collin College intellectual property with the exception of scholarly works produced with incidental use of Collin College resources or educational materials. The agent will assign their rights in writing to the works or invention to Collin College. Collin College will own any work, work product, or invention created or invented by a Collin College employee in the course and scope of their employment or if substantially produced using Collin College equipment, including the right to obtain copyrights and patents. Collin College will have a royalty-free, perpetual, non-exclusive, transferrable right from the employee, including a student employee, to use, copy, display, or distribute the scholarly works or educational materials for education purposes.

#### **Employee Ownership**

A Collin College employee, including a student employee, will own any work, work product, or invention created or invented outside the Collin College employee’s course and scope of their employment, produced on their own time, away from their job, with personal equipment and materials, and with incidental use of Collin College resources, including the right to obtain patents or copyrights.

The College District President or designee will have the authority to permit use of Collin College materials and

equipment in the employee's creative projects, provided the employee agrees in writing to grant to Collin College a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to use the work, or permits Collin College to be listed as co-author or co-inventor if Collin College's contribution to the work is substantial. Unless stated otherwise in Board policy CT (LOCAL), Collin College materials do not include student work, all rights to which are retained by the student.

### **Disclosure of Intellectual Property**

Collin College personnel endeavoring to produce intellectual property of commercial value will disclose planned projects by completing the *Request for Determination of Intellectual Property Rights Form* available through the Human Resources Department. Collin College employees will not disclose the planned projects to third parties until a response from Collin College to the request is issued.

### **Independent Contractors**

Collin College may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement which provides that Collin College will own the work product and intellectual property to the work product created under the agreement, as permitted by intellectual property law. Independent contractors will comply with intellectual property law in all works commissioned.

### **Return of Intellectual Property**

Upon the termination of any person's association with Collin College, all permission to possess, receive, or modify Collin College's intellectual property will also immediately terminate. All such persons will return to Collin College all intellectual property, including, but not limited to, any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person. All electronic copies will be permanently deleted or electronically destroyed.

### **Use of Copyrighted Works**

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the College District President or designee, Collin College will require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

### Technology Use

Use of Collin College technology in violation of any law, including copyright law, will be prohibited. Only appropriately licensed images, applications, programs, or other software may be used with Collin College technology resources. Collin College's technology resources will not be used to post, publicize, or duplicate information in violation of copyright law. Any person using Collin College technology resources in violation of the law will lose user privileges in addition to other sanctions. For more information, see Board policies BBI (LOCAL) and CR (LOCAL) available at <https://pol.tasb.org/PolicyOnline?key=304>.

### Performances and Displays

The performance and display of copyrighted material, including motion pictures, dramatic works, musical performances, or other audio and visual works, may only occur for education purposes and in accordance with the following:

1. As a regular part of instruction and directly related to the curriculum,
2. During face-to-face teaching activities,
3. When viewed in a classroom or designated place of instruction, and

4. With a lawfully made copy or via an authorized account.

#### Designated Agent

Collin College will designate an agent to receive notification of alleged online copyright infringement and will notify the U.S. Copyright Office of the designated agent's identity. Collin College will include on its website information on how to contact Collin College's designated agent and a copy of Collin College's copyright policy. Upon notification, Collin College's designated agent will take all actions necessary to remedy any violation. Collin College will provide the designated agent with appropriate training and resources necessary to protect Collin College.

If a content owner reasonably believes that Collin College's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

#### **Use of Collin College Trademark**

Collin College protects all Collin College and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

#### Collin College-Related Use

Collin College may grant permission to students, student organizations, parent organizations, and other Collin College-affiliated college-support organizations to use, without charge, Collin College and campus trademarks to promote a group of students, an activity or event, a campus, or Collin College, if the use is in furtherance of Collin College-related business or activity and such use does not damage or tarnish Collin College's trademarks. The College District President or designee, in their sole discretion, will determine what constitutes use in furtherance of Collin College-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative procedures/guidelines or international, federal, and state laws.

#### Public Use

Members of the public, outside organizations, vendors, manufacturers, wholesalers, distributors, and retailers will not use Collin College trademarks without the written permission of the College District President or designee. Any production of merchandise or other goods with Collin College trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses Collin College trademarks without appropriate authorization will be subject to legal action.

Classroom lectures and classroom materials, including, but not limited to, recordings, faculty-produced lecture notes, and supplemental materials, are covered by this intellectual property policy and are not available for distribution to the general public or for non-Collin College academic purposes.