

1           **ARTICLE 9: PROPRIETARY RIGHTS / INTELLECTUAL PROPERTY**

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3    9.1 – Purpose

4    The College provides engaging and accessible learning environments within the context of its  
5    mission, vision and institutional values. Therefore, the College supports and encourages its  
6    employees to develop educational materials, scholarly and creative works, and other products  
7    that advance the mission of the College. These forms of intellectual property may be subject to  
8    copyright, patent, trademark, and other laws and may generate royalty income. Such  
9    development may involve the use of College personnel and resources. This ~~provision~~[Article](#)  
10   defines and applies to the respective rights of the College and bargaining unit members [regarding](#)  
11   [intellectual property and proprietary rights when no specific written agreement between](#)  
12   [individual parties exists. ~~It~~In those cases where a written agreement has been negotiated between](#)  
13   [the parties, such agreement may expand upon or alter provisions of this Article provided the](#)  
14   [parties acknowledge such changes](#)~~does not otherwise govern the rights of the parties.~~

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16   9.2 – Definitions

17   A. Intellectual property is generally described in Section, C, below. It is the intent of this article  
18   that intellectual property related to distance education be treated in the same manner as  
19   intellectual property related to traditional classroom education.

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21   B. Author/Creator/Inventor/Artist as used in this Article may be a bargaining unit member who  
22   creates or invents intellectual property.

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24   C. Materials Subject to Intellectual Property Rights

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- 26       1. All written works, including books, journal articles, creative literary works, texts,  
27       glossaries, bibliographies, study guides, resource materials, laboratory and other manuals,  
28       syllabi, tests, and proposals
  - 29       2. Lectures; course materials; musical, dance or dramatic compositions; and unpublished  
30       scripts
  - 31       3. Films, charts, transparencies, and other visual aids and teaching devices
  - 32       4. Video and audio recordings
  - 33       5. Live video and audio broadcasts
  - 34       6. Computer programs
  - 35       7. Pictorial, graphic (including digital images), and sculptural works [including artwork,](#)  
36       [architectural and design drawings](#)
  - 37       8. Scientific discoveries, inventions, and patents [and items eligible for patent](#)
  - 38       9. Technology-mediated courseware in any form or format, including any works created,  
39       stored, and/or delivered electronically in any fashion, whether synchronously or  
40       asynchronously, and at any location, whether in person or via distance education.
  - 41       10. Any other materials that may be protected by copyright, patent, trade secret, and/or  
42       trademark laws and controls, irrespective of whether formal protection is sought.
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44 9.3 – Ownership of Intellectual Property

45 A. Ownership of intellectual property created by a bargaining unit member shall reside solely  
46 with the author/creator/inventor/artist, subject to the provisions and exceptions contained in  
47 Sections 9.3. A. and B. below.  
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- 49 1. Ownership of intellectual property shall reside with or be shared by the College when  
50 bargaining unit members develop intellectual property as a result of an assigned project  
51 or task, where the assignment explicitly states that the intellectual property will be wholly  
52 or jointly owned by the College. ~~Under appropriate circumstances, the College may share~~  
53 ~~royalty income with the author/creator/inventor/artist.~~
- 54 2. The College is entitled to share in the rights to ownership and disposition of faculty-  
55 created intellectual property and share in royalty income when the property is generated  
56 with College support. Such support gives rise to shared ownership when the College  
57 provides resources that are not generally available to the College faculty, or the College  
58 has made or will make a significant investment in the development of the work through  
59 the provision of extraordinary allowances or substantial financial, personnel, technology,  
60 facilities, or other resources beyond those which are generally provided faculty in the  
61 ordinary course of work assignments (whether in money or in money's worth, and  
62 whether or not supported by outside sources under contract).
- 63 a. Resources generally available to faculty include, but are not limited to, the standard  
64 use of College laboratories, studios, buildings, office computers, networks, software,  
65 learning management systems, materials, or equipment, but do not include release  
66 time from regularly assigned duties, direct investment by the College of funds or  
67 staff, or the purchase of special equipment for the project, or extraordinary use of  
68 resources.
- 69 b. A written agreement of joint ownership shall be required, and College personnel  
70 engaged in such efforts shall be responsible for contacting the appropriate Vice  
71 President for guidance regarding the development and execution of the agreement  
72 before undertaking the College-assisted activities. Failure to execute a written  
73 agreement with the College shall not deprive the College of its joint ownership rights.
- 74 3. Instructional materials developed in conjunction with class teaching are specifically  
75 deemed not to be created with College support as defined in Section 9.3. A. 2 and are not  
76 otherwise considered "works-for-hire," unless such materials were developed using  
77 college-administered funds paid specifically to support instructional materials  
78 development. Such instances of development using college-administered funds will be  
79 governed by the provisions of Sections 9.3. A. and B as applicable. Otherwise, the  
80 author/creator/inventor/artist is the owner.
- 81 4. Intellectual property created for ordinary teaching use in the College curriculum, such as  
82 syllabi, assignments, tests, lectures, essays, images, and artwork shall remain the property  
83 of the author/creator/inventor/artist. However, the College shall be permitted, subject to  
84 the approval of the author/creator/inventor/artist, which approval shall not be  
85 unreasonably withheld or delayed, a royalty-free, non-exclusive license to make copies  
86 of, display, and use such material in support of the College's educational mission,  
87 specifically for internal instructional, educational, and administrative purposes, including

88 satisfying requests of accreditation agencies for faculty-authored syllabi and course  
89 descriptions. Nothing in this section shall be construed to include use in teaching classes  
90 either online or on campus unless specifically permitted by the  
91 author/creator/inventor/artist.

- 92 5. In the event a faculty member leaves the College, the College shall be permitted a royalty-  
93 free, non-exclusive license to make copies of, use, display, and create derivative works  
94 from intellectual property created for ordinary teaching use in the College curriculum, in  
95 support of the College's educational mission, specifically for internal instructional,  
96 educational, and administrative purposes, unless the author/creator/inventor/artist  
97 specifically withholds approval for good cause. The College will, when exercising its  
98 license, credit the faculty member unless the faculty member provides reasonable  
99 advance notice to the College that credit should not be given. Nothing in this section shall  
100 be construed to include use in teaching classes either online or on campus unless  
101 specifically permitted by the author/creator/inventor/artist.  
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103 B. Other Provisions. Notwithstanding Sections 9.3. A. above, the following provisions shall  
104 apply.

- 105 1. Ownership of intellectual property may be specified by written agreement between any  
106 party and the College as provided in Section 9.1. , whichSuch agreement shall supersede  
107 the provisions herein. Such written agreements are the preferred course of action in most  
108 cases.
- 109 2. Ownership of intellectual property produced under sponsor-supported projects shall be  
110 governed by the specific terms and conditions of the sponsorship contract between the  
111 College and the sponsor. College personnel are responsible for determining, in advance,  
112 the terms of sponsorship and for obtaining guidance regarding the development and  
113 execution of an agreement with the College or the sponsor. If the agreement does not  
114 specify ownership, ownership shall vest in the College.
- 115 3. Unless the parties agree in writing to the contrary, the College shall own the rights to  
116 intellectual property in the following categories.
- 117 a. Databases and similar collections of information which are obtained primarily on  
118 behalf of the campus/centers or departments rather than individuals, or which involve  
119 issues of privacy or information.
- 120 b. Collaborative works by persons working as members of the SCF community, when  
121 numerous individual original contributions are indistinctly merged, as a practical  
122 matter, into a new and distinct work fixed in a tangible medium of embodiment, and  
123 the individual creators have not entered into an agreement with respect to joint  
124 authorship.
- 125 4. Notwithstanding anything set forth herein, the College is at all times subject to Florida's  
126 Statutes including public record laws.

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128 9.4 – Royalty Income and Use of Revenue

129 Royalty income from intellectual property/materials and patents shall be disbursed and used as  
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- A. Individual Ownership. Income derived from intellectual property under sole ownership of bargaining unit members shall accrue solely to the author/creator/inventor/artist.
- B. Shared Ownership. Income derived from intellectual property with shared ownership ~~by operation of this policy~~ shall be distributed in accordance with a written agreement between the ~~bargaining unit members employee or student~~ and the College. In the absence of a written agreement, the income shall be distributed twenty percent (20%) to the College and eighty percent (80%) ~~thirty percent (30%) to the College and seventy percent (70%)~~ to the author/creator/inventor/artist. The author/creator/inventor/artist shall be responsible for notifying the appropriate and Vice President of engagement in any intellectual property effort and executing a written agreement of joint ownership with the College before beginning any effort which results in the production of royalties. Failure to execute a written agreement with the College shall not deprive the College of its rights to ~~30~~20% of the royalties generated from all intellectual property.
- C. College Ownership. Where intellectual property is generated by a specific College assignment or as a result of labors for which the individual was employed, the College shall be the sole recipient of all income derived from intellectual property royalties. ~~unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent.~~ The College may share portions of income derived with the author/creator/inventor/artist. Such efforts shall be determined on a case-by-case basis
- D. Sponsor-Supported Efforts. Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. The College and the author/creator/inventor/artist shall be governed by the conditions of the applicable grant or contract. Income derived from the intellectual property shall be disbursed in accordance with this Agreement when the contract or grant document is silent as to disbursement of royalties or items of value.
- E. The College and individuals who receive royalty income derived from the creation and production of intellectual property shall retain an unrestricted use of such revenue in accordance with federal and state laws, College policies and procedures, and terms contained in written agreements, contracts, and grant documents. ~~Notwithstanding the foregoing, if any work product or required textbook that is authored or created by a bargaining unit member is selected for use in a SCF course, the royalties shall be remitted to the College and deposited in a Foundation account of the bargaining unit member's choice.~~ Pursuant to Florida Statutes, royalties or other compensation from sales of textbooks or instructional materials that include the instructor's own writing or work may be retained by the employee.

#### 9.5 – Registration of Copyrights/Patents

Costs associated with the registration of copyrights and filing of patents shall be paid as follows.

- A. Individual Ownership. The author/creator/inventor/artist shall be responsible for registering

175 the copyright or patent, and paying all applicable fees.

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177 B. Shared Ownership. Unless otherwise agreed, the College shall register the copyright or  
178 patent, and costs and fees shall be borne as follows:

179 1. College: ~~30~~50%

180 2. Author/creator/inventor/artist: ~~70~~50%

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182 C. College Ownership. The College shall register the copyright or patent and pay all the fees.

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184 E. Sponsor-Supported Project Payment of fees shall be negotiated and identified in a written  
185 agreement.