

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

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3    9.1 – Copyrights, Patents & Royalties

4    The College supports and encourages its faculty to develop and publish scholarly and creative  
5    works and educational materials and products/intellectual property which may be subject to  
6    copyright or patent and which may generate royalty income. Such activities increase professional  
7    knowledge, provide creative models for students, and bring recognition to the College. These  
8    developments may involve the use of College time and resources.

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10   A. Individual Effort. Rights to copyrightable materials or patents that are generated as a result  
11   of individual initiative and not as a specific College assignment and with incidental use of  
12   College facilities, and/or resources shall reside solely with the author or inventor.

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14   B. College Assisted Individual Effort. When the College provides support of an individual  
15   effort resulting in copyrightable material or a patent by contributing faculty time, facilities and/or  
16   other significant College resources, the College is entitled to certain rights and privileges as  
17   listed below.

- 18  
19           1. The College shall be granted a royalty-free license to make full use of all products  
20           and processes so developed pursuant to this section.  
21           2. The College may recover all costs, supported by detailed records on time and  
22           materials.  
23           3. Generally, copyrights and patents will be held in the name of the College faculty  
24           member concerned. However, agreement between the individual and the College  
25           may create other rights and responsibilities, including joint ownership.

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27   C. College Initiated and Supported Efforts. When products are the result of a specific agreement  
28   with the College, the Board and a faculty member shall enter into an agreement to establish the  
29   percentage of ownership of trademarks, copyrights or patents for work products that relate to  
30   educational endeavors in accordance with the laws of the State of Florida.

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32   D. Sponsor Supported Efforts. College faculty who produce copyrightable material or a patent  
33   under sponsor-supported projects shall be governed by the specific terms and conditions of the  
34   sponsorship contract. College personnel are responsible for determining, in advance, the terms  
35   of sponsorship and executing a Copyright/Patent Royalty Agreement with the sponsor.

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37   9.2 – Royalty Income

38   Royalty income from copyrighted materials and patents shall be distributed as listed below.

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40   A. Individual Effort. Income derived from materials and patents produced from the individual  
41   initiative of College faculty as defined above shall accrue solely to the author or inventor.

43 B. College Assisted Individual Effort. Income derived from individual efforts which are  
44 complemented by College time, facilities and/or resources, as defined above, shall accrue solely  
45 to the author or inventor. However, repayment to the College must be made by the individual(s)  
46 concerned as outlined above, which also outlines the other rights of the College in these cases.  
47 The above holds in all cases except those in which the individual(s) request, and the College  
48 agrees to permit its name to be used in connection with the product or process and also agrees to  
49 market or assist in acquiring a marketing source for the product or process, as outlined above. In  
50 these cases, royalties will be shared with the College receiving 20 percent and the individual(s)  
51 80 percent, unless a written agreement is executed and approved by all parties prior to the  
52 granting of the copyright or patent.

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54 C. College Initiated and Supported Efforts. When copyrighted material or a patent is generated  
55 by a specific College assignment or as a result of specific labors for which the individual was  
56 employed, for any matters covered under the above information, the College shall be the sole  
57 recipient of all income derived therefrom, unless a written agreement is executed and approved  
58 by all parties prior to the granting of the copyright or patent.

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60 D. Sponsor Supported Efforts. Income derived from sponsor-supported efforts shall be  
61 disbursed in accordance with the specific terms of governing contractual or grant documents.  
62 Income derived from copyrighted materials or patents shall be disbursed in accordance with  
63 stated College policies when the contract or grant document is silent as to disbursement of  
64 royalties or times of value.