

RANDOLPH COLLEGE INTELLECTUAL PROPERTY POLICY

I. INTRODUCTION

Randolph College (“the College”) has adopted this Intellectual Property Policy (“the Policy”) to set forth the rights and obligations of Randolph College and its Members (as defined in Section II below) with respect to all Intellectual Property.

II. DEFINITIONS

As used in this Policy, the following terms in quotation marks have the following meanings:

“College-Owned Intellectual Property” has the meaning set forth in Section VI below.

“Commissioned Course Materials” means original work created by a Member as content for courses, instruction, or programs using any form of media, including, without limitation, course titles and course syllabi, course reading lists, course materials, handouts, problems and examples, course presentation materials, and course tests and examinations, where such original work was expressly commissioned by Randolph College, including, without limitation, online courses.

“Course Recordings” means any recording of a course as presented to students, whether video, audio, or both, made by the College for the benefit of students.

“Data” means all information recorded in connection with the design, conduct or reporting of research and the events and processes leading to the results of such research, regardless of the form or the media in which they may be recorded. Data includes both intangible data (e.g., statistics, findings, and conclusions) and tangible data (e.g., notebooks and printouts).

“Instructional Material” means an original work created by a Member as content for courses, instruction, or programs using any form of media, including, without limitation, course titles and course syllabi, course reading lists, course materials, handouts, problems and examples, course presentation materials (including audio and/or video recordings made by a Member for use as course content), and course tests and examinations, but in each case excluding Commissioned Course Materials.

“Intellectual Property” means any original work of authorship (including, without limitation, any textual work, graphic work, artistic work, software code) in any medium, invention, formula, process, discovery, development, design, innovation or improvement (whether or not patentable or registrable under copyright statutes) and trademark or service mark.

“Invention” means a new or useful process or discovery, art, method, technique, product, machine, device, software, composition of matter, or improvement thereof that is subject to protection by patent.

“IP Advisory Committee” means a committee consisting of (i) the Vice President for Academic Affairs and Dean of the College who will be the Chair, (ii) three (3) faculty members who will be appointed by the Faculty Representative Committee, (iii) the Vice President for Finance and Administration, (iv) Randolph College’s legal counsel (if appointed by the President) and such additional members as the President may appoint, provided that the membership of the committee does not exceed ten (10) members; which committee shall have the responsibilities set forth in Section X below.

“Member” means all faculty, staff, and students of Randolph College, including, without limitation, all part-time and adjunct faculty, graduate students, and individuals performing services for Randolph College under a contract.

“Member-Owned Intellectual Property” has the meaning set forth in Section V below.

“Net Revenue” means the revenue received by Randolph College from the commercialization of the College-Owned Intellectual Property, less all costs and expenses incurred by Randolph College in connection with the College-Owned Intellectual Property, including, without limitation, legal fees, filing fees, licensing agent fees, consultant fees, accountant fees, and out-of-pocket expenses.

“Policy” has the meaning set forth in Section I above.

“President” means the President of Randolph College.

“Scholarly Work” means the traditional results of academic scholarship, including, without limitation, copyrightable works such as textbooks, literary works, data compilations, artistic creations and artifacts, but excluding Commissioned Course Materials.

“Separate Agreement” means an agreement, grant or other document that (i) contains terms and conditions governing the use and ownership of Intellectual Property and (ii) is binding upon Randolph College. In order for a Separate Agreement between Randolph College and a Member to be binding on Randolph College, the Separate Agreement must be signed by the President.

“Substantial Resources” includes utilization of Randolph College laboratories or special instrumentation outside of the expected use deriving from regular teaching and professional activities; dedicated assistance by College employees; special financial assistance beyond sabbatical leaves, faculty development grants or monies obtained through other ordinary competitive processes; or extensive use of shared facilities. Use of College office or classroom space, libraries, general computational facilities or equipment routinely used in the regular performance of academic duties, does not constitute significant use of College resources. The use of specialized experimental or computational laboratory facilities or equipment or other special instrumentation is not considered significant use if it involves brief periods of time or limited use, e.g. for exploratory tests.

III. APPLICABILITY OF THE POLICY

All Members are subject to the terms and conditions of this Policy. This Policy sets forth the rights and obligations of Randolph College and its Members with respect to all Intellectual Property. However, Randolph College will from time-to-time enter into Separate Agreements that govern the use and ownership of Intellectual Property. In such cases, if any term or condition of any Separate Agreement conflicts or is inconsistent with any term or condition of this Policy, then the conflicting or inconsistent term contained in the Separate Agreement shall govern and control.

IV. OWNERSHIP RIGHTS OF RANDOLPH COLLEGE

Randolph College shall be the sole and exclusive owner of all right, title and interest in and to all College-Owned Intellectual Property, and no Member shall have any right, title or interest in or to any College-Owned Intellectual Property. As a condition of enrollment and/or employment at Randolph College, each Member is subject to this policy and agrees to take such further measures as Randolph College may deem necessary to memorialize Randolph College's right, title and interest in any College-Owned Intellectual Property. As owner, Randolph College shall have sole authority to exercise all rights available with respect to any College-Owned Intellectual Property, including, without limitation, negotiating and entering into agreements for the sale or license of the College-Owned Intellectual Property and obtaining copyright, trademark or patent protection for the College-Owned Intellectual Property. No Member shall sign any agreement which purports to abrogate any of Randolph College's rights and interests as stated in this Policy or as provided in any Separate Agreement.

If the Intellectual Property is developed as a collaborative effort between (a) Member(s) and (a) non-Member(s), the right, title and interest is assumed to be shared between the College and the non-Member(s) based on the number of collaborators, with each Member or non-Member collaborating representing an equal share. If the collaborators do not feel that this distribution of ownership is appropriate, the collaborators may present a written agreement representing the fractional contribution to the Intellectual Property and therefore fractional ownership of the intellectual property rights to the Vice President for Academic Affairs and Dean of the College at the time of disclosure of the College-Owned Intellectual Property. The Vice President for Academic Affairs and Dean of the College in consultation with President and the IP Advisory Committee (as needed) may choose to accept or reject this distribution of ownership rights. If the Vice President for Academic Affairs and Dean of the College rejects this distribution of ownership rights, the collaborators may follow the Dispute Procedures as described in Section XI. In any instance where the College shares ownership rights to Intellectual Property according to this policy, all parties shall create a contract detailing the rights and responsibilities of all owners prior to any application for a patent or copyright or commercialization of the Intellectual Property.

V. MEMBER-OWNED INTELLECTUAL PROPERTY

All right, title and interest in and to all Member-Owned Intellectual Property (as defined below) shall be solely and exclusively owned by the Member who made, conceived, developed or first reduced to practice the Member-Owned Intellectual Property. However, as a condition of enrollment and/or employment, as applicable, any Member who creates any Member-Owned Intellectual Property shall grant a non-exclusive, perpetual and royalty-free license to use, reproduce, display, distribute, and make derivative works of all Member-Owned Intellectual Property except that which falls under Section V, subsection “C” below (provided it does not fall within any of the (i) (ii) or (iii) exceptions therein), for internal instructional, educational and administrative purposes, including, without limitation, for instruction and for satisfying requests of accreditation agencies for faculty authorized syllabi and course descriptions, to (i) Randolph College, and (ii) any student who is entitled by law, including, without limitation, the Americans with Disabilities Act (“ADA”) or any successor statute, to access such materials. Members negotiating publishing agreements with commercial publishers should attempt to ensure that they retain a non-exclusive, royalty-free right and license to allow the Member and Randolph College to use the work at Randolph College for the benefit of our students.

For purposes of this Policy, “Member-Owned Intellectual Property” means any of the following Intellectual Property:

- A. Any Scholarly Work created by a faculty member or student of Randolph College;
- B. Any Instructional Materials;
- C. Any Intellectual Property that a Member develops on his or her own time, without using Substantial Resources, unless such Intellectual Property relates at the time of conception or reduction to practice to: (i) the business of Randolph College, (ii) the actual or demonstrably anticipated research or development of Randolph College or (iii) any expressly commissioned work performed by the Member for Randolph College.
- D. Any College-Owned Intellectual Property the ownership rights of which Randolph College has released to one or more Members pursuant to Sections VII or VIII.

If a student assists a faculty member in creating any Member-Owned Intellectual Property, then, as between the student and faculty member, the faculty member shall have all rights with respect to such Member-Owned Intellectual Property.

VI. COLLEGE-OWNED INTELLECTUAL PROPERTY

College-Owned Intellectual Property does not include (i) Member-Owned Intellectual Property (as defined above) except those works which fall into the exceptions listed as Section V(C)(i), (ii) or (iii). If the Intellectual Property is developed as part of a collaboration between Member(s) and non-Member(s), the analysis of whether it contains College-Owned Intellectual Property (as defined below) will relate only to the portion of such collaboration attributable to the Member.

“College-Owned Intellectual Property” means any of the following:

- A. Any Invention made, conceived, developed or first actually reduced to practice by a Member solely or jointly with others using Substantial Resources during the period in which the Member is (i) employed by Randolph College, (ii) enrolled as a student at Randolph College or (iii) engaged by Randolph College to provide any services as an independent contractor, and all Data associated with the making, conception, development or reduction to practice of such Invention;
- B. All Data resulting from and produced in the course of any research directed, commissioned, or sponsored by Randolph College;
- C. Any Intellectual Property directed, commissioned, or sponsored by Randolph College, including, without limitation, Commissioned Course Materials, and any other works of authorship created during the course of a Member’s employment with Randolph College unless such works constitute Member-Owned Intellectual Property, as defined above;
- D. Any Intellectual Property that is created using Substantial Resources of Randolph College;
- E. Any trademark or service mark employed by Randolph College as a source-identifier for goods or services offered by Randolph College
- F. Any Course Recordings, with respect to the copyrights in the sound or video recordings themselves, but provided that to the extent the content of Course Recordings incorporates Member-Owned Intellectual Property, such content is used by the College under the license set forth in V
- G. Any Intellectual Property which at the time of conception or reduction to practice relates to: (i) the business of Randolph College, or (ii) the actual or demonstrably anticipated research or development of Randolph College.

VII. DISCLOSURE AND ASSIGNMENT OF COLLEGE-OWNED INTELLECTUAL PROPERTY

When a Member makes, conceives, develops or reduces to practice any College-Owned Intellectual Property in the nature of an Invention, the Member shall (i) promptly file a written Invention Disclosure Form with the Vice President for Academic Affairs and Dean of the College, (ii) provide such other information and cooperation regarding the Invention as is requested by the IP Advisory Committee or the Vice President for Academic Affairs and Dean of the College, and (iii) if requested by the IP Advisory Committee or Vice President for Academic Affairs and Dean of the College, execute and deliver such agreements, forms and documents as are necessary to fully transfer and assign to Randolph College all right, title and interest in the Invention.

Without the prior written approval of the Vice President for Academic Affairs and Dean of the College, no Member shall disclose any College-Owned Intellectual Property to any person

or entity, including, without limitation, publishing any College-Owned Intellectual Property or any summaries, conclusions or findings related thereto.

Each Member agrees to execute any such documents as the College may reasonably request to evidence the College's ownership of any College-Owned Intellectual Property.

VIII. REQUEST FOR RANDOLPH COLLEGE TO RELEASE ITS OWNERSHIP RIGHTS

The Vice President for Academic Affairs and Dean of the College, in consultation with the President and the IP Advisory Committee as needed, will inform the Member of the College's decision to retain ownership of a disclosed Invention within 90 days of the filing of an Invention Disclosure form as indicated in Section VII. If the College decides to release ownership rights to the Invention, the Vice President for Academic Affairs and Dean of the College will provide a written statement of the College's release of ownership rights and the Invention becomes Member-Owned Intellectual Property. If the College decides to retain ownership rights, the College may, at its sole discretion, pursue a patent application or other legal protections, and commercialization, and the College's associated costs shall be deducted from any revenue derived from such rights as further described in the definition of Net Revenue, above.

If Randolph College (1) has not begun the process of filing a patent application, implementing other legal protections for the Invention, or otherwise begun commercialization efforts for a disclosed Invention within 120 days of informing the inventing Member(s) that it intends to retain ownership of the Invention in accordance with the preceding paragraph or (2) has notified the inventing Member(s) that it will abandon any such patent application or commercialization efforts, then the inventing Member(s) may make a written request for Randolph College to release its rights to the Invention (a "Release Request"). In the event that there are multiple inventing Members, all such Members must be in agreement and be party to such Release Request. A Release Request must include all information, documentation, and any exhibits the Member(s) wish(es) to be considered. In the event that a 120-day waiting period would result in a loss of patent rights, a Member may make such a Release Request at any time, and must in such case include in the Release Request an explanation for the timing of the request. Provided the Member timely provides the IP Advisory Committee with a complete Release Request, the Vice President for Academic Affairs and Dean of the College will notify the Member in writing within 90 days after receipt of the Release Request of the decision whether to release or retain Randolph College's ownership rights in the Invention, which decision shall be final. In all cases, decisions regarding transfer of ownership in Inventions are at the sole discretion of Randolph College. If the request for release is denied, Randolph College will pursue development of the Invention in a timely fashion.

If the Vice President for Academic Affairs and Dean of the College does not notify the Member of the decision within 90 days following receipt of a complete Release Request, then the College shall be deemed to have accepted the Member's request for Randolph College to release the Invention. If the College decides to release Randolph College's ownership rights in the Invention, then, as a condition to the effectiveness of the decision, the President must execute a document agreeing to release Randolph College's ownership rights in the Invention.

IX. REVENUE SHARING - INVENTIONS

Randolph College will share the Net Revenue (as defined in Section II above) it receives from an Invention which constitutes College-Owned Intellectual Property as follows:

<u>Net Revenue</u>	<u>Member</u>	<u>Randolph College</u>
First \$5,000	100%	0%
Over \$5,000	50%	50%

This Section IX is subject to the following conditions:

A. If multiple Members create such College-Owned Intellectual Property, then the Members will be expected to agree among themselves on the fractional distribution of each Member's share of any royalties. If the Members are unable to agree on how to share their distribution of royalties, by default the division will be equal among the Members. The Members shall sign a written agreement, in form and substance acceptable to Randolph College, specifying the fractional distribution of their share of royalties. The Member's share will continue even if he or she leaves Randolph College.

B. Members may arrange for their personal share to be retained by Randolph College (e.g. to support their research).

X. ADMINISTRATION OF THE POLICY

The IP Advisory Committee, when convened, shall advise the President of the College in the administration of this Policy. The IP Advisory Committee will be convened when necessary, and when convened, its responsibilities will include:

- Reviewing Intellectual Property issues affecting Randolph College, including review of this Policy;
- Evaluating the patentability and commercial or other value of submitted Inventions;

- Determining a course of action for legally protecting and commercializing College-Owned Intellectual Property; and
- At all times, advocate for responsible stewardship of College-Owned Intellectual Property.

The Chairperson of the IP Advisory Committee shall report to the President of the College, and the final decision for any intellectual property matter shall be at the discretion of the President of the College. Randolph College's attorney may be consulted on legal matters pertaining to this Policy.

XI. DISPUTE PROCEDURE

If a dispute arises as to the administration of this Policy, then the aggrieved party may seek resolution in accordance with the College's grievance resolution policies as set forth for faculty in Section III. N. of the *Faculty Handbook*, for staff in section 2-35 of the *Employee Handbook*, and for students in the *Student Handbook*.

XII. USE OF RANDOLPH COLLEGE NAME AND MARKS

Randolph College owns or has a proprietary interest in any trademark, service mark or other distinguishing mark (collectively, "Marks") that serves as a source identifier for Randolph College and its goods and services, including, without limitation, the name, seal and logo of Randolph College. Unauthorized use of the Marks is prohibited. Members must follow Randolph College guidelines regarding use of the Marks. It is important to always use the Marks in their correct form. The Marks may not be altered in color, shape, style, or proportion, or incorporated into or used with any other logo or mark without prior authorization from the Randolph College Office of College Relations.

XIII. USE OF STUDENT AND FACULTY IMAGES

The use of individuals' names, likenesses, and voices as captured in any photographs, photographic images, audio and video recordings (including Course Recordings) will be governed by the Randolph College Photo/Video Release Policy.

XIV. AMENDMENTS TO THE POLICY

This Policy may be amended at any time by the Randolph College Board of Trustees or the Executive Committee of The Board of Trustees. However, any amendment to this Policy shall not affect the rights and obligations of Randolph College and the Members with respect to any College-Owned Intellectual Property (i) disclosed in accordance with Section VII or (ii) in the case of copyrightable works, created prior to the effectiveness of any such amendment. An amendment to this Policy shall become effective thirty (30) days after the earliest of the following: (i) the date that the amendment is posted on Randolph College's website, (ii) the date that a revised Policy incorporating the amendment is posted on Randolph College's website, or

(iii) the date that Randolph College informs (via e-mail or otherwise) its Members of the Policy amendment.