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## DEFINITIONS

The term "Copyright" shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. "Works of authorship" (including computer programs) include, but are not limited to the following: literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models, and technical drawings); motion pictures and other audiovisual works; sound recordings; architectural works and any material developed to support online coursework. "Tangible media" include, but are not limited to, books, periodicals, manuscripts, phonorecords, films, tapes, and disks.

The term "Patent" shall be understood to mean that bundle of rights that protect inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.

## POLICY

Bethel University understands that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the University and its learning communities reasonable access to, and use of, the intellectual property for whose creation the college has provided assistance.

The University supports the development, production, and dissemination of intellectual property by its faculty members.

## **OWNERSHIP INTELLECTUAL PROPERTY**

The University shall own copyright in the following three circumstances:

1. The work is created as a specific requirement of employment as an assigned institutional duty that is included in the faculty contract or an auxiliary agreement. Any work created by a faculty member at the request of the University for its use which is outside of the specific requirements of employment is considered property of the University in the absence of a specific contractual agreement specifying ownership.
2. The faculty author has voluntarily transferred the copyright, in whole or in part, to the institution. Such transfer shall be in the form of a written document signed by the faculty author.
3. The University has contributed to a "joint work" under the Copyright Act. The institution can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this agreement.

## **USE OF INTELLECTUAL PROPERTY**

Material created for ordinary teaching use in the classroom and in department programs, such as non-electronic courses developed for use in the traditional program, lectures, PowerPoint presentations, syllabi, assignments and tests, shall remain the property of the faculty author, but institutions shall be permitted to use such material for administrative purposes, including satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions.

## **DISTRIBUTION OF ANY FUNDS GENERATED**

Funds received by the faculty member from the sale of intellectual property owned by the faculty author or inventor shall be allocated and expended as determined solely by the faculty author or inventor.

Funds received by the University from the sale of intellectual property owned by the University shall be allocated and expended as determined solely by the University.

Funds received by the faculty member and the University from the sale of intellectual property owned jointly by the faculty member and the University shall be allocated and expended in accordance with the specific agreement provided by the parties.

**DISPUTE RESOLUTION**

Disputes over ownership, and its attendant rights, of intellectual property will be decided by arbitration in accordance with the rules of the American Arbitration Association and shall take place in Carroll County, Tennessee or at some other location agreed to by the parties. Any dispute over arbitrability shall be resolved exclusively by courts of Tennessee without reference to its conflicts of laws.

**RESPONSIBLE PARTIES**

President, Chief Academic & Compliance Officer, Vice Presidents

**PUBLICATION**

This policy shall be published in the Faculty Handbook and on the University website.