

Grinnell College
Policy on Intellectual Property
29 May 2015

Grinnell College (the "College") is a private liberal arts college that holds "that knowledge is a good to be pursued both for its own sake and for the intellectual, moral, and physical well-being of individuals and of society at large."¹ The College encourages the production of creative and scholarly research, works and inventions by faculty, students, and staff; these products are known broadly as Intellectual Property (as defined below). The products of this scholarship may create rights and interests on behalf of the creator, author, inventor, public, sponsor and the College. The purpose of this policy is to support and reward research and scholarship, help faculty, students, and staff identify, protect, and administer Intellectual Property matters, and define the rights and responsibilities of all involved. College faculty and staff are encouraged to retain a non-exclusive, royalty-free license to allow them and the College to use work they author or create in furtherance of the College's academic mission (e.g., in the classroom, at lectures, etc.).

I. Applicability:

This policy applies to works created by all faculty, staff, and students of the College ("Members" of the College community).

II. Scope of this policy:

Intellectual Property subject to this policy consists of any of the following:

II. A. Patentable and potentially patentable works (processes, machines, manufactures, or compositions of matter); devices; software excluded from copyright protection; and supporting technology and know-how that is required for development or application of any of the foregoing.

II. B. Copyrightable material produced from creative and scholarly activity, such as text (manuscripts, manuals, books, and articles); videos and motion pictures; music (sound recordings, lyrics, and scores); images (print, photographs, electronic, and art); and computer software (programs, databases, Web pages, and courseware).

III. Ownership and Use

III. A. General Rule

Keeping with the view that one of the College's primary benefits to society is the production of original works by its faculty, staff, and students, and in order to best encourage such activity, it is the College's general policy that Intellectual Property shall be the property of the inventor or author. The College may assert and retain ownership rights to Intellectual Property developed under certain circumstances set forth below.

III. B. Patentable and Potentially Patentable Intellectual Property

¹ Grinnell College Mission Statement, <http://www.grinnell.edu/offices/president/missionstatement>.

III.B.1. Responsibility for Disclosure of Patentable Intellectual Property: Members of the College community who alone or in association with other entities create or intend to create patentable subject matter with any use of College resources must disclose the matter to and obtain prior authorization from the Dean of the College (or designee). Such disclosure shall be made when it can be reasonably concluded that a patentable or potentially patentable subject matter has or will be created, and sufficiently in advance of any publications, presentation, or other public disclosure to allow time for possible action that protects rights to the Intellectual Property for the inventor and the College. Inventors are encouraged to seek the advice of the Dean (or designee) in determining whether the subject matter may be patentable and whether the conditions in III.B.2 are met.

III.B.2. Determination of Rights to Patentable Subject Matter: Except as set forth below, the inventor of patentable Intellectual Property created using college resources shall retain ownership rights, and the College shall not assert ownership rights as long as the inventor provides the College with a royalty-free, perpetual, non-exclusive, worldwide license to use such patentable Intellectual Property. The College will assert ownership rights to patentable Intellectual Property developed under any of the following circumstances:

a. Any student invention will be deemed made under College auspices and therefore the property of the College pursuant to this policy only if it is made in the course of the student's employment by the College for an assigned work project, or when the student pursues faculty- or staff-guided or assigned research projects, or when development is directly supported by funds designated for the project. Royalties from the College's licensing of any student invention will be shared with the student on the same basis that royalties are shared with faculty or staff employees. Students retain ownership of inventions that arise from work they do as part of their regular coursework.

b. Development of the work was funded by an externally sponsored research program that stipulated assignment of rights to the College in its funding agreement. Faculty, staff, students, and contractors who engage in federally funded research shall sign an agreement to promptly disclose to the College patentable or potentially patentable inventions or creations, sign paperwork to permit patent applications to be filed and to establish the government's rights in the inventions, and transfer ownership rights to the College.

c. Development of the work requiring significant use of College resources for specific projects at College direction, including:

(i) direct support with College funds for a specific college-directed project;

(ii) use of College release time for a specific project;

(iii) use of specifically dedicated or allocated facilities;

(iv) use and/or the assistance of College support staff at a level significantly higher than average;

(v) use of computer hardware and/or software at a level significantly higher than average; or

(vi) participation of paid student staff directly in the development, or indirectly through use and feedback that substantively influences development.

- d. The inventor was specifically assigned or directed by the College to develop the material.
- e. The material was developed by staff in the course of employment duties.

Upon assignment of these resources or direction to engage in this work, the College will notify the faculty or staff member that it will share ownership in any patentable IP that might result from use of the resources or work on the assignment. Provision of office space, laboratories, research equipment, and research funding in amounts typically allocated to all faculty (or all faculty in similar circumstances) does not entitle the College to a claim on a faculty member's patentable IP.

III.B.3. Royalties

Under all of the circumstances outlined above where the College elects to pursue the commercialization of inventions subject to this policy, the College will remit to the inventor(s) 50% of all royalties it receives, after deduction of expenses directly related to such commercialization (e.g. patent filing fees and attorneys' fees). In all circumstances, the College and the inventor may negotiate other arrangements. In the case of multiple inventors, they shall negotiate among themselves how their share of royalties will be divided.

III.C. Copyrights

III.C.1. Responsibility for Disclosure: In contrast to historical business practice, the tradition of academic institutions is to give faculty members the right to retain ownership of their copyrights. This policy protects that traditional right, and faculty are not obligated to disclose the creation of these materials even when the product might have commercial value, unless the material satisfies one of the qualifying conditions listed below, in which case the creator is responsible for timely disclosure.

III.C.2. Determination of Rights to Intellectual Property: Except as set forth below, the creator of copyrightable Intellectual Property shall retain his/her/hir rights, and the College shall not assert ownership rights. However, creators shall grant non-exclusive, royalty-free, perpetual, worldwide licenses to the College for copyrightable Intellectual Property that is developed for College courses or curriculum and do hereby grant a non-exclusive, royalty-free, perpetual worldwide license to the College for such Intellectual Property, so that the College's continued use of such material for educational purposes at Grinnell will not be jeopardized.

The College may assert ownership rights to Intellectual Property developed under the following circumstances:

- a. Development was funded as part of an externally sponsored research program under an agreement which allocates rights to the College.
- b. A faculty member was assigned, directed, or specifically funded by the College to develop the material, and the College has negotiated an understanding or formal contract with the creator.
- c. The material was developed by non-faculty staff in the course of employment duties and constitutes work for hire under US law.

III.C.3. College License to Disseminate Peer-reviewed Research Articles: Per a faculty vote on April 15, 2013, faculty who publish peer-reviewed research articles grant to Grinnell College a perpetual,

nonexclusive, royalty-free worldwide license to disseminate those articles through an openly accessible institutional repository, provided that the articles are not sold for income or profit. Faculty will negotiate appropriate terms in their publishing contracts to permit this. Faculty may opt out of this agreement upon specific request.

Further information on Grinnell College's copyright policy is in the Grinnell College Copyright Policy (2007) and the Faculty Resolution on Open Access (April 15, 2013).

IV. Administration, Interpretation, and Special Cases

IV.A. Advisory Committee:

IV.A.1. Administration and interpretation of this policy will reside with an Intellectual Property Advisory Committee, which is advisory to the President. The committee will consist of the Dean of the College, the Treasurer, the President or his/her/hir appointee, and an at-large member of Executive Council. The President shall serve as chair of the committee. If the President does not serve on the committee then the Dean shall act as chair.

IV.A.2. If there is disagreement between an employee or student and the College regarding the interpretation or outcome of this policy, the College will select an impartial individual who will make the final decision.

IV.A.3. When an invention is submitted for consideration, it will be the responsibility of the Advisory Committee to consult with the inventor(s) and appropriate experts in order to:

- a. evaluate the patentability and commercial or other value of the invention;
- b. determine a course of action for patenting and commercializing the invention, including determining whether the College or the inventor will pay for the patent prosecution fees and expenses;
- c. ensure that all sales or licensing of inventions and/or discoveries are implemented to bring the inventions and/or discoveries to the public while securing appropriate reward for the College and the inventor(s).

In cases where the College asserts rights to patentable Intellectual Property, the committee will give due consideration, in consultation with the inventor(s), to committing the work to the public domain rather than pursuing commercialization.

IV.B. Intellectual Property Developed Under Sponsored Research Agreements

Ownership of Intellectual Property developed pursuant to an agreement with any sponsor will be governed by the provisions of that agreement. Government sponsors generally require the sponsoring college or university to disclose the creation of subject inventions and notify its intention to pursue patent protection for subject inventions to the granting agency to facilitate commercialization, . Research programs funded by private sponsors will generally provide for the College to retain title to all Intellectual Property that arises in the course of the research program with the sponsor retaining an option to acquire commercialization rights through a separate license agreement.

IV.C. Special Agreement

The overriding principle underlying this Intellectual Property Policy is to encourage creativity and inventiveness, so Grinnell reserves the right to allow some flexibility in applying this policy on a case-by-case basis. For example, the President may waive College rights to a work at his/her/hir discretion. In such cases, ownership and use of materials developed pursuant to a special agreement between the College and the inventor/author will be governed by the principles of that agreement.

V. This policy will be reviewed and revised as needed every two years.

Portions of this policy are adapted from the policy of Washington & Lee University.