

2520 Faculty Intellectual Property Rights

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I. Statement of Intent

The purpose of this intellectual property policy is to define the intellectual property rights for works, including instructional materials and scholarly/artistic works, created by Stonehill College faculty members. In keeping with our mission, this policy protects and celebrates the intellectual production of Stonehill faculty members, and demonstrates Stonehill's commitment to free inquiry and the interchange of ideas necessary for the creation of a more just and compassionate world. This policy is based on respect for creators; it is therefore also intended to provide faculty with intellectual property guidelines that foster innovation, inspire creativity, and recognize the contributions of each creator. This policy outlines the rights, responsibilities, and opportunities of Stonehill faculty members regarding intellectual property they create in connection with their employment at the College or through their use of College resources.

II. Principles and Definitions.

(a) Principles.

(1) Stonehill's approach to faculty intellectual property is intended to promote academic freedom and the broad dissemination of creators' works. An important way for Stonehill to encourage scholarly work and innovation is to provide institutional support for the development, production, and dissemination of creative works. Academic freedom includes the freedom to choose what work to pursue and how to disseminate the results.

(2) Stonehill strives to support and sustain all members of its community in a tradition of rigorous academic pursuit, including in the creation, dissemination, and preservation of knowledge, inventions, and scholarly works. Stonehill recognizes and honors the traditions of scholarly production and the rights of faculty who produce such work. Consistent with this academic tradition, this policy affirms that ownership of scholarly work created by Stonehill faculty members typically remains solely with the creator of such work.

(3) The College recognizes that some types of work created by Stonehill faculty members may fall under designations of specific interest for Stonehill, and thus be subject to different Stonehill ownership guidelines, as indicated below.

(b) Definitions.

The terms below have been defined for the purposes of this policy:

(1) "Stonehill College" (Stonehill) means all educational and research programs owned or governed by or on behalf of Stonehill College, Inc. as administered by the President and Board of Trustees.

(2) "Stonehill Faculty" refers to: all Stonehill College faculty, including full-time, part-time, visiting, and affiliated faculty of Stonehill.

(3) "Intellectual Property Rights" and "IP" are rights that allow control over the use, distribution, modification, reproduction, recording, and commercialization of original works of art and music, publications, inventions, materials, performances, and ideas, including but not limited to copyrighted works, patents, and trademarks, as defined by federal and state law.

(4) "Faculty Creation" means any original, new, and unique work created by Stonehill Faculty that embodies IP.

III. Determination of Intellectual Property Ownership for Stonehill Faculty Creations

(a) General Rule

Subject to applicable law, the IP in any Stonehill Faculty Creation shall be owned by the creator(s).

(b) Exceptions to General Rule

(1) Notwithstanding subsection (a) above, Stonehill shall own such IP, and the creator(s) hereby assign, and shall assign, all IP rights to Stonehill for:

(A) College-Directed Faculty Creations, for which Stonehill has an identity interest in the IP. For the purposes of this policy, identity interest is defined as an interest in IP that is integral to, and reflects directly on, the identity of Stonehill. Such College-Directed Faculty Creations include, without limitation:

- Publications designed for the recruitment of students and disseminated beyond Stonehill, including brochures, videos, web sites, and other materials, including any materials generally considered more in line with administrative work and constituting materials considered work for hire as that term is used under law;
- Official institutional web pages;
- Multimedia elements of Stonehill's official online and social media presence, exclusive of teaching creations as defined above;
- Alumni affairs publications;
- Materials designed for fundraising and institutional advancement, and;
- Academic major, minor, program, certificate, and course titles and names;
- Stonehill logos, trademarks, service marks, domain names, and social media identifiers.

(B) Administrative (Non-Academic/Non-Teaching) Faculty Creations, for which Stonehill has a functional interest in the IP. For the purposes of this policy, functional interest is defined as an interest in IP that is used or intended to be used to ensure the effective functioning, coordination, and management of ongoing operations at Stonehill. Such Administrative Faculty Creations include, without limitation:

- Administrative and personnel handbooks, policy manuals, and other documents;
- Training and procedural manuals;
- Committee and task force reports;
- Institutional proposals for external funding;
- Self-studies for external review or re-accreditation processes;
- Institutional planning documents;

- Maps, architectural drawings, technical and engineering documents, and other information relating to Stonehill facilities, properties, and assets.

(C) Sponsored Faculty Academic/Teaching Creations, where the creation or development of the IP was funded as part of an internally (see College-Subsidized Teaching Creations, *infra*) or externally sponsored program under a written agreement that specifically requires that IP ownership rights be allocated to Stonehill or to another entity specified by the funder. If, under the legal requirements applicable to a government-funded project (e.g., the Bayh-Dole Act), the relevant government agency may approve the transfer of the IP rights, subject to any rights of the agency under the applicable law or otherwise, Stonehill will inform the agency that it seeks to release its rights and will cooperate with the creators to obtain agency approval to transfer IP rights to the creators.

(D) IP Ownership Agreements

Notwithstanding subsections (a) and (b) above, where Stonehill and the Stonehill Faculty(s) of the IP have entered into a written agreement regarding the ownership of the IP, ownership and any assignment of IP rights obligations will then be determined by the terms of such agreement. Such agreement may involve the offering of usage rights and/or the establishment of open access or creative commons licensing for public use.

College-Subsidized Teaching Creations. For such creations, all Stonehill Faculty shall execute an agreement recognizing and defining the College's interest in and ownership of project IP.

Student/Faculty Creations. In those cases, the members of the Stonehill Community and the collaborating individuals or entities should sign an agreement that describes how IP ownership and rights will be handled. It is important to recognize that such agreements should be made in advance of the start of a project and that they may be subject to institutional, state, U.S., and international laws and regulations.

(E) Other Stonehill Policies

While ownership of instructional and scholarly materials and other IP created or developed by Stonehill Faculty that fall outside of the Stonehill ownership rights described in subsection (b) or (c) above remains with the creator, the rights of those Stonehill Faculty members to create, develop, distribute, use and otherwise exploit those materials and other IP remain subject to all other applicable Stonehill policies.

(F) IP Created through Partnerships, Collaboration, and International Work/Study

IP may be created or developed through collaborations or partnerships by Stonehill Faculty members with other individuals and institutions. In those cases, the Stonehill Faculty members and the collaborating individuals or entities should sign an agreement that describes how IP ownership and rights will be handled. It is important to recognize that such agreements should be made in advance of the start of a project and that they may be subject to institutional, state, U.S., and international laws and regulations.

Stonehill Faculty members studying or working with partner institutions or entities, both in the United States and internationally, should review this policy and investigate the IP policies of that institution, organization, or entity, as they may be subject to those policies.

IV. Usage Rights

Stonehill is committed to sharing the expertise of Stonehill Faculty members in support of Stonehill's educational purposes. Therefore, this policy outlines the following usage rights:

(a) College Usage Rights

(1) The College may request in writing the non-exclusive, perpetual, irrevocable right to distribute, reproduce, make derivatives of, display, perform, preserve, and otherwise use reproductions of Stonehill Faculty IP for long-term retention and non-commercial uses in support of education and scholarship.

(2) The College retains a non-exclusive, irrevocable right to distribute, reproduce, make derivatives of, display, perform, preserve, and otherwise use Stonehill Faculty IP in support of education and ongoing instruction when Stonehill has an Instructional Continuity interest in the IP. For the purposes of this policy, Instructional Continuity interest is defined as an interest in the Stonehill Faculty IP that are used or intended to be used in the delivery of instruction to students in a given academic semester or term, with or without an additional written agreement, subject to the following limitations:

(A) The College only has an Instructional Continuity interest in cases where imminent or ongoing instruction by a Stonehill Faculty member is interrupted during an academic term; i.e., when the interruption occurs within five (5) days of the scheduled start of the class or after the scheduled first day of classes, but before the submission deadline for final grades. Such interruptions include, but are not limited to, termination of a faculty member's employment by Stonehill College, prolonged illness, extended leave in accordance with the FMLA, or any other reason that prevents the faculty member from teaching the class as anticipated.

(B) The College's Instructional Continuity interest is limited to the academic term during which the interruption occurred.

(b) Usage Rights of Stonehill Faculty

(1) Faculty retain perpetual, irrevocable rights to distribute, reproduce, make derivatives of, display, perform, preserve, and otherwise use reproductions of their teaching creations, scholarly/artistic creations, and sponsored creations as examples of their work or in the context of future employment at Stonehill or elsewhere. This statement of usage rights does not supersede or contradict any publisher agreement or IP contract signed by the faculty member in the course of distributing their creation.

V. Adherence

Stonehill College desires that this policy be consistently applied and adhered to within the College community. All members of the Stonehill Community agree to be bound by the terms of this policy. Nothing in this policy is intended to interfere with the College's ability to receive charitable donations and targeted gifts or to comply with any restrictions or obligations related to donations and gifts.

VI. Disputes

Disputes regarding the interpretation of the above-described Intellectual Property ownership framework and relating in any way to Stonehill Faculty IP as part of the academic program, curriculum, scholarly work, teaching, or research will be managed by the Faculty Grievance Committee.

VII. Policy Revisions

This policy will be reviewed at least every other year or as needed; revisions and modifications must be submitted to and approved by the Faculty Senate in consultation with the Vice President for Academic Affairs before submission to the President for final approval.