

Norwich University Intellectual Property Policy

I. Preamble

II. Purpose and Scope

III. Copyright

A. Copyright Ownership

A.1. Ownership by Use of Resources

a. Substantial Use of University Resources

a.i. Sole University Ownership

a.ii. Joint Faculty/University Ownership

b. Nominal Use of University Resources

c. No use of university resources

A.2. Ownership by Other Categories of Work

a. Consulting Activities

b. Student Work

b.i. Online Programs

b.ii. Assignment of Ownership Rights

b.iii. Tests and Examinations

b.iv. Funding by Sponsor

c. Works Created for the University by Agreement with an Independent Contractor

B. Copyright Agreement and Notification

B.1. Disposition of Intellectual Property

B.2. Production, Delivery and Ownership of Sponsored Works

B.3. Agreements

C. Release of University Rights

D. Licensing and Royalties (Revenue Sharing)

E. Use of Copyrighted Materials

IV. Patent

A. Patent Ownership

- A.1. Faculty/Staff Ownership**
- A.2. Student Ownership**

B. Patent Responsibilities of Personnel and Students

- B.1. Disclosure**
- B.2. Sharing of Revenue**
- B.3. External Collaborations**
- B.4. Obtaining and Maintaining Patent Protection**

C. Responsibilities of University

- C.1. Sharing of Revenue**

V. Trademark

VI. Definitions

Appendices

- Appendix A Norwich University Copyright Assignment and Agreement Form**
- Appendix B A Template to Execute a Joint Copyright Ownership Agreement between Two or More Authors**
- Appendix C Student Intellectual Property/Creative Works Assignment of Ownership Forms**
- Appendix D Student Intellectual Property/Creative Works Release to Display/Share Form**
- Appendix G Distribution of Revenue from a Patent or Licensing Activity**

I. Preamble

The primary mission of higher education is to create, preserve, and disseminate knowledge. The creation of copyrighted works is one of the ways the University fulfills its mission of contributing to the body of knowledge for the public good. Norwich University encourages the preparation and publication of copyrightable and patentable works that result from teaching, research, scholarly, or artistic endeavors by its faculty, staff and students.

Additionally, the use of copyrighted works is one of the ways the University fulfills its mission to disseminate knowledge. Norwich University requires the proper and fair use of the works of others as guided by federal law.

II. Purpose and Scope

The purpose of this policy is to define the respective rights and responsibilities that members of the Norwich University faculty, staff, and student body have in the creation and use of intellectual works, as well as to define the respective rights that members of the faculty, staff, and student body have in intellectual materials created with the direct and indirect support of the University. This policy is intended to embody the spirit of academic tradition, which provides copyright ownership to faculty for scholarly and aesthetic copyrighted works. In addition, Norwich encourages all its staff to contribute to the knowledge base or practice of their professions through publishing in professional journals, or presentations at professional conferences. Historically, such works required minimal support from the University, but technology advances have led to new forms of copyrightable materials that require a substantially greater level of direct support by the University. This policy also is intended to embody the spirit of academic tradition, which provides that the benefit of patents be equitably shared by the University and the inventor.

III. Copyright

A. Copyright Ownership

A.1. Ownership by Use of Resources

Norwich University recognizes and affirms the traditional academic freedom of its faculty and staff to publish freely without restriction. In keeping with academic tradition, the University does not claim ownership of their works of independent academic effort the intended purpose of which is to disseminate the results of academic research or scholarly study or professional practice improvement. In keeping with this philosophy, the University will not construe the provision of office or library facilities as constituting significant use of University funds, except for those situations where the funds were paid specifically to support the development of such material. However, awards funded by the Bride Committee, the Faculty Development Committee, the Student Research Committee, or other bodies under the aegis of the University, are to be considered well within the parameters of resources customarily provided. These awards are exempt from being considered as constituting a significant use of University funds.

Copyrightable materials may be produced or developed under the following conditions: substantial use of university resources, or as an assigned duty (i.e. a work for hire); nominal use of university resources; no use of university resources.

a. Substantial use of university resources

The university will own solely, or hold joint ownership with the faculty and staff, all creative works that make substantial use of university resources, or make use of university resources not customarily provided.

a.i. Sole university ownership

The University shall be the sole owner of intellectual property falling into any of the following categories:

- a. developed within the scope of employment by non-faculty staff members
- b. agreed in writing to be a specially contracted work.
- c. assigned in writing to the University. **See Appendix A for the Norwich University Copyright Assignment and Agreement form.**

a.ii. Joint faculty/university ownership and joint staff/university ownership

Substantial faculty use of university resources results when the creation of the work requires use of university resources beyond those allocated in support of their academic or scholarly work within their respective department or division. Substantial staff use of university resources results when the creation of the work requires use of university resources beyond those allocated in support of the staff

member's scope of employment. Although it is the responsibility of the division head or equivalent supervisor to evaluate situations and determine if substantial use of resources has occurred, faculty members or other employees have an obligation to notify their supervisor or division head when they believe that their work involves more than nominal use. Copyrightable materials developed under these conditions are required to be the subject of a written agreement between the author and the division head or the chief administrative officer of the unit involved, or another authorized University representative, that equitably determines copyright and ownership rights. See Appendix B for the Norwich University/Faculty Joint Ownership Agreement form.

The following are criteria and examples for establishment of substantial use:

1. Substantial use of university resources not customarily provided.
2. Extensive use of the services of a support unit financed by the university (e.g., Academic Computing) for production of a creative work. See #6 below.
3. Substantial assistance by the university in the publication of a scholarly book or creative work.
4. Electronically published course materials created jointly by faculty and staff. The faculty author and Norwich University will jointly own electronically published course materials that are created jointly by the faculty author and staff members whose contributions are within the scope of their employment. Any owner of copyright in electronically published course materials may secure copyright registration. Joint owners may, but do not have to, agree on responsibility for enforcing the copyright.
5. Works created jointly by several faculty. In order to facilitate joint work on teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this policy, individuals who contribute teaching materials used in jointly developed and taught University courses thereby grant a nonexclusive, nontransferable license to the University to permit other contributors to the course to continue using those jointly produced teaching materials in University courses.

b. Nominal use of university resources

Faculty and staff will own solely all creative works that make use of university resources usually and customarily provided. Nominal use of university resources is use that is within the required teaching, scholarly, and service activity of one's appointment at Norwich University. University personnel may make such nominal use of university resources and devote office time in carrying out a range of professional activities.

c. No use of university resources

A personal work resulting from a faculty or staff member's efforts on his/her own time without any direct support from or through Norwich University and without the use of any of the University's resources beyond those normally provided by Norwich University will belong solely to the creator.

A.2. Ownership by Other Categories of Work

a. Consulting Activities

The university does not assert ownership to works produced by those involved with professional outside consulting except in cases where substantial use of university resources occurs to support the consulting activity. In such cases there must be prior negotiation and written agreement between the consultant and the division head to determine disposition of the intellectual property. Generally, activities are more properly carried out as "Contracted Work" when there is a substantial use of university resources.

b. Student Work

Intellectual property created solely for the purpose of satisfying a course requirement is owned by the student and not the University or the student's professor.

Because it is often necessary for the University to maintain files of student work for normal administrative and pedagogical purposes, such as accreditation requirements, the University asserts its right to retain possession of student work. Retention of student work for these purposes, however, is not an assertion of ownership.

Exceptions to this policy occur when / if:

b.i. Students are enrolled in online programs that use the student's employer as a lab site for assignments. In such cases, the employer may assert ownership rights of the student/employee's work in the seminar that is directly or indirectly related to use of the employer's business.

b.ii. The University becomes the owner of student work if the student assigns ownership rights of the intellectual property to the University in writing, or written assignment of such ownership rights to the University is made a condition for participation in a course.

b.iii. The University owns the answers and questions on tests and examinations, unless otherwise indicated by the course instructor. Tests and examinations include but are not limited to print, electronic and audio or visual formats. The University also owns the intellectual property rights to MBA case study reports that involve corporate learning partners.

b.iv. Student research projects are funded by outside sponsors. If the sponsor requires ownership of the intellectual property produced by the student as a condition of sponsorship, the University will so advise the student before the student begins the project. The student will be required to sign a waiver prior to beginning the project.

See Appendix C Student Intellectual Property/Creative Works Assignment of Ownership Form. See Appendix D for Student Intellectual Property/Creative Works Release Form.

c. Works Created for the University by Agreement with an Independent Contractor

For works created in the course of or pursuant to “Contracted Work” (see Section VI Definitions), industrial affiliates programs, or other contractual arrangements with external (non-University) parties, ownership will be determined in accordance with the terms of the University's agreement with the external party and applicable law (see Section II). When the University contracts for the production of a work, title normally shall reside with the University. In all cases, copyright ownership shall be specified in a written agreement. Any such agreement that provides for ownership by other than the University generally shall also provide the University with a free-of-cost, nonexclusive, worldwide license to use and reproduce the copyrighted work for education and research purposes. See Appendix E for sample form.

B. Copyright Agreement and Notification

B1. Disposition of Intellectual Property

Prior to any use of a University facility by non-University employees or by University employees outside University employment, a signed agreement shall be required that specifies the disposition of intellectual property. University employees using University facilities for work outside University employment are responsible for bringing this to the University's attention so that an appropriate agreement for use can be negotiated.

B2. Production, Delivery and Ownership of Sponsored Works

Designated academic appointees participating in sponsored projects must have a signed agreement on file with the designated campus official which acknowledges: (a) individual and joint responsibility to produce and deliver sponsored works to the sponsor, as required by the terms of the sponsored project agreement, and/or to the University when so requested, and (b) that intellectual property ownership of sponsored works, unless reserved to the sponsor or otherwise provided for in the sponsored project agreement, shall vest in the University.

B3. Agreements

Any designated academic appointee, other employee, or student wishing to participate in a specified University project that includes intellectual property ownership requirements, must sign an agreement indicating his or her concurrence with that project's special conditions. The Provost shall designate special University projects that shall require such special intellectual property agreements. It is the responsibility of the division head or equivalent supervisor to notify the Provost of University projects with obligation to notify their supervisor or division head when they are leading a project that includes intellectual property ownership requirements.

C. Release of University Rights

The University may release its ownership rights in copyrighted works to the originator when, as determined by the University: (a) there are no overriding or special obligations to a sponsor or other third party and (b) the best interests of the University would be so served. Such release of ownership rights must be contingent on the agreement of the originator that no further effort on, or development of, the work will be made using University resources and that the University is granted a free-of-cost, nonexclusive, worldwide license to use and reproduce the work for education and research purposes. The release of rights must be secured by an assignment agreement.

D. Licensing and Royalties (Revenue Sharing)

In all cases of joint ownership or contracted work, agreements regarding income distribution shall be specified in a written agreement. See Appendix F for a simple revenue distribution model.

E. Use of Copyrighted Materials

Norwich University complies with the US Copyright Law. It requires its employees and students to make only proper and fair use of copyrighted works as guided by federal law.

Norwich University recognizes its responsibility under the TEACH Act to provide informational materials that accurately describe and promote compliance with copyright law. It is the responsibility of faculty, staff and students to familiarize themselves with copyright law, and to understand their rights and responsibilities under the law. The following resources are gathered here to guide faculty, staff and student use of copyrighted works.

For Faculty and Staff

Faculty and staff use of copyrighted works for educational purposes is guided by the US Copyright Law. Pertinent sections of the law for faculty and staff are included below.

Section 102 defines the works covered by the Copyright Law.

Section 106 defines the rights of the copyright owner.

Section 107 defines the rights of the user of copyrighted works, known as Fair Use.

Section 110, recently passed and commonly known as the TEACH Act, extends the rights of the instructor in the online environment.

Guidelines

Sections 107 and 110 guide the use of copyrighted works in the academic setting. Several associations, scholars and universities have developed guidelines to aid the instructor in taking full advantage of his/her Fair Use rights and TEACH Act rights. Following are links to guidelines from the University of Indiana, the University of Massachusetts, the American Library Association, and Kenneth Crews, professor of law and information science at the University of Indiana.

Guidelines for Fair Use

Guidelines for the TEACH Act

For Students

Acts of academic dishonesty, including intentional plagiarism, are offenses against established standards of the academic community and the University's honor code. All suspected acts of academic dishonesty and intentional plagiarism are initially subject to review by the Academic Integrity Committee.

Civilian Honor Code

Cadet Honor Code

Norwich University Procedural Standards

Procedures for use of copyrighted works in the classroom

http://www.norwich.edu/print/gfx_stds_nu.pdf

"Academic Dishonesty" - Appendix 1, Academic Regulations

<http://www.norwich.edu/policy/academic/appendix1.html>

"Academic Freedom" - Academic Memoranda #3

<http://www.norwich.edu/policy/faculty/memo3.html>

"Academic Dishonesty and Plagiarism" - Academic Memorandum #20

<http://www.norwich.edu/policy/faculty/memo20.html>

US Copyright Law. § 102

Subject matter of copyright: In general

(a) Copyright protection subsists, in accordance with this title, in 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 include the following categories:

1. literary works;
2. musical works, including any accompanying words;
3. dramatic works, including any accompanying music;
4. pantomimes and choreographic works;
5. pictorial, graphic, and sculptural works;
6. motion pictures and other audiovisual works;
7. sound recordings; and
8. architectural works.

(b) In no case does copyright protection for an original work of authorship extend to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is described, explained, illustrated, or embodied in such work.

US Copyright Law. § 106.

Exclusive rights in copyrighted works

Subject to sections 107 through 121, the owner of copyright under this title has the exclusive rights to do and to authorize any of the following:

1. to reproduce the copyrighted work in copies or phonorecords;
2. to prepare derivative works based upon the copyrighted work;
3. to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
4. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
5. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
6. in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

U.S. Copyright Law. § 107.

Limitations on exclusive rights: Fair use

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include-

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

U.S. Copyright Law. § 110.

Limitations on exclusive rights: Exemption of certain performances and displays.

Notwithstanding the provisions of section 106, the following are not infringements of copyright:

1. performance or display of a work by instructors or pupils in the course of face-to-face teaching activities of a nonprofit educational institution, in a classroom or similar place devoted to instruction, unless, in the case of a motion picture or other audiovisual work, the performance, or the display of individual images, is given by means of a copy that was not lawfully made under this title, and that the person responsible for the performance knew or had reason to believe was not lawfully made;
2. except with respect to a work produced or marketed primarily for performance or display as part of mediated instructional activities transmitted via digital networks, or a performance or display that is given by means of a copy or phonorecord that is not lawfully made and acquired under this title, and the transmitting government body or accredited nonprofit educational institution knew or had reason to believe was not lawfully made and acquired, the performance of a nondramatic literary or musical work or reasonable and limited portions of any other work, or display of a work in an amount comparable to that which is typically displayed in the course of a live classroom session, by or in the course of a transmission, if —
 - a. the performance or display is made by, at the direction of, or under the actual supervision of an instructor as an integral part of a class session offered as a regular part of the systematic mediated instructional activities of a governmental body or an accredited nonprofit educational institution;
 - b. the performance or display is directly related and of material assistance to the teaching content of the transmission;
 - c. the transmission is made solely for, and, to the extent technologically feasible, the reception of such transmission is limited to —
 - (i) students officially enrolled in the course for which the transmission is made; or
 - (ii) officers or employees of governmental bodies as a part of their official duties or employment; and
 - d. the transmitting body or institution—
 - (i) institutes policies regarding copyright, provides informational materials to faculty, students, and relevant staff members that accurately describe, and promote compliance with, the laws of the United States relating to copyright, and provides notice to students that

materials used in connection with the course may be subject to copyright protection; and

(ii) in the case of digital transmissions —

(I) applies technological measures that reasonably prevent —

(aa) retention of the work in accessible form by recipients of the transmission from the transmitting body or institution for longer than the class session; and

(bb) unauthorized further dissemination of the work in accessible form by such recipients to others; and

(II) does not engage in conduct that could reasonably be expected to interfere with technological measures used by copyright owners to prevent such retention or unauthorized further dissemination.

Guidelines for Fair Use

There are four factors used in determining fair use. Indiana University - Purdue University has developed a quick method for their faculty to use in determining if their use of copyrighted works qualifies as fair use. IU - PU has allowed us to link to their instrument. Norwich University faculty are encouraged to use this checklist in determining whether their use of copyrighted material meets the Fair Use requirements, <http://www.copyright.iupui.edu/checklist.htm>.

For those wishing more background, two descriptions follow. The first was prepared by the American Library Association and is made available to all for educational use. The second was developed by Professor Kenneth Crews.

- American Library Association
[What is Fair Use](#)
- Professor Kenneth Crews, Esq., is the 2002-2003 Intellectual Property Scholar at the Center for Intellectual Property, University of Maryland University College. He is also a Professor in the Indiana University School of Law-Indianapolis and in the IU School of Library and Information Science. He is also Associate Dean of the Faculties for Copyright Management, and in that capacity he directs the Copyright Management Center based at Indiana University-Purdue University Indianapolis. He offers the following for general educational purposes.

[The Meaning of the Four Factors](#)

Guidelines for the TEACH Act

Two universities have developed quick methods for their faculty to use in determining if their use of copyrighted works qualifies for protection under the TEACH Act. They have allowed us to link to their instruments. Norwich University faculty are encouraged to use one of these instruments in determining whether their use of copyrighted material meets the TEACH Act requirements. Indiana University-Purdue University, Indianapolis's Copyright Management Center has developed a checklist for educator compliance with the TEACH Act. The University of Texas has also developed a checklist for use by their faculty and staff.

- Checklist for Compliance with the TEACH Act (University of Indiana)
<http://www.copyright.iupui.edu/teachlist.htm>
- Rules of Thumb (University of Texas)
<http://www.utsystem.edu/ogc/intellectualproperty/teachact.htm#checklist>

For those wishing more background, two descriptions follow. The first, "New Copyright Law for Distance Education: The Meaning and Importance of the TEACH Act", prepared by Professor Kenneth Crews on the behalf of the American Library Association, is made available to all for educational use. The second was developed by the University of Texas.

- [New Copyright Law for Distance Education: The Meaning and Importance of the TEACH Act](#)
- [The TEACH ACT](#)

IV. Patent

A. Patent Ownership

A.1. Faculty/Staff Ownership

A patentable device resulting from a faculty or staff member's efforts belongs principally to the creator regardless of the extent of use of the University's resources.

When the invention required substantial use of university resources, the University asserts a nondilutable 1% ownership interest in the patented device, and the right to use the patented device in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis.

Substantial use occurs when the invention of the device requires use of university resources beyond those allocated to the faculty in support of their academic work within their respective department or division, or to other employees in support of their normal responsibilities. Although it is the responsibility of the division head or equivalent supervisor to evaluate situations and determine if substantial use of resources occurred in the development of a patented work, faculty members or other employees have an obligation to notify their supervisor or division head when they believe that their work involved more than nominal use. Patented materials developed under these conditions are required to be the subject of a written agreement between the researcher and the division head or the chief administrative officer of the unit involved, or another authorized University representative.

The following are criteria and examples for establishment of substantial use:

1. Substantial use of funding from gifts to the university to support development of devices involved.
2. Use of specifically designated university funds or extensive use of the services of a support unit financed by the university used in the production of a patented device.
3. Production of the patented work under specific terms of an externally sponsored research grant or contract.

Generally, an invention will not be considered to have required substantial use of university resources if:

1. Only a minimal amount of university funds have been used in connection with the research; and

2. The invention has been developed outside of the assigned area of research of the inventor under a University-directed research effort; and
3. Only a minimal amount of time has been spent using significant university facilities or only insignificant facilities and equipment have been utilized. Use of office, library, machine shop facilities, and of traditional desktop personal computers are examples of facilities and equipment that are not considered significant.

A.2. Student Ownership

Undergraduate, graduate, non-degree, and not-for-credit students own inventions they create unless the invention is subject to another provision of this section.

B. Patent Responsibilities of Personnel and Students

B.1. Disclosure

Personnel and students shall disclose patented works that are potentially subject to University's 1% ownership interest and royalty-free use to the President or designee fully, and in writing. When uncertain about the University's ownership interest, Personnel and Students shall disclose.

B.2. Sharing of Revenue

The inventor shall remit to the Norwich University, its share of revenue from inventions. In all cases, agreements regarding revenue distribution shall be specified in a written agreement. See Appendix G for a simple revenue distribution model.

B.3. External Collaborations

Personnel and students may not:

- a) sign patent agreements or other documents (e.g., invention reports, licenses, assignments, Material Transfer Agreements, or Confidential Disclosure Agreements) which abrogate the University's rights;
- b) make unauthorized use of the name of the University;
- c) transfer material relating to intellectual property outside the University, except pursuant to a properly authorized Material Transfer Agreement.

B.4. Obtaining and Maintaining Patent Protection

It shall be the sole responsibility of the inventor to obtain and maintain patent protection for any invention. Under no circumstances shall Norwich University be obligated to assume responsibility for such efforts. However, in the event that the inventor elects to transfer, sell, assign, or abandon any patent right, Norwich University shall have the first right of refusal in connection with such action and only then shall assume responsibility for such patent right after title to the invention has passed to Norwich University.

C. Patent Responsibilities of University

C.1. Sharing of Revenue

Income earned by Norwich University from patent activity shall be held in a separate fund to support research. The particular unit of the institution employing the inventor or furnishing the research facilities will be given preferential consideration, though not necessarily exclusive consideration, in the allocation of such royalty income by the institution. Allocations from such fund shall be made by the Vice-President for Academic Affairs.

V. Trademark

Trademarks and service marks may be created in association with an underlying license for another form of intellectual property, such as a patent, or independently, such as a university logo or symbol.

1. Associated with Other Intellectual Property. The University owns a trademark or service mark if it is associated with other intellectual property owned by the University.
2. Independently Created. The University owns trademarks and service marks that are independently created by Personnel within the Scope of Employment unless the University agrees otherwise in writing.
3. Commercialization. The University may commercialize or license its trademarks and service marks.
4. Registration. The president or designee shall approve registration of trademarks or service marks, at the state or federal level.

VI. Definitions

For purposes of this Policy, the following definitions shall apply:

A. Contracted Work

A contracted work is a work produced for University purposes by individuals not employed at the University, or by University employees outside their regular University employment. For purposes of this policy, faculty overload and summer courses are not considered contracted work.

B. Copyright

Copyright is the property right granted by Federal statute for original works of authorship fixed in a tangible medium of expression. Copyright provides the holder with five exclusive rights: the right to copy; the right to prepare derivative works; the right to distribute copies; the right to perform the work publicly; and the right to display the work publicly.

C. Distance Education

Distance education is instruction in which the majority of instruction occurs when the student and instructor are not in the same physical setting.

D. Employee

A person employed or otherwise compensated by the University, including faculty members, non-faculty personnel, and students when acting within the scope of employment.

E. Independent Academic Effort

Investigation, research or scholarly creative activity carried out by faculty members to advance knowledge or the arts when the specific choice, content, course, and direction of the effort is at the initiative of the faculty member. Examples include class notes, books, theses and dissertations, course materials designed for the web, distance education and other technology-oriented educational materials, articles, fiction and non-fiction, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic and sculptural works or other works of artistic imagination not created as an institutional initiative. Software specifically needed to support independent academic effort or which is designed to disseminate the results of academic research and scholarly study is also considered an independent academic effort.

F. Intellectual Property

The three major types of intellectual property are artistic works, functional objects and words or symbols identifying a given product. These three kinds of property are protected in turn by copyright, patent and trademark.

G. License

A contract in which a copyright owner grants to another permission to exercise one or more of the rights under copyright.

H. Originator

One who produces a work by his or her own intellectual labor. When there is more than one originator, the ownership of each originator's contribution shall be considered separately pursuant to this Policy.

I. Permissible Outside Consulting Activities

Professional or scholarly services provided by University employees for compensation from a non-University entity, which do not interfere with regular University duties, do not utilize substantial University resources, and are not prohibited by terms of the University employment contract or other applicable University agreements or policies.

J. Patent

Patent is the property right granted by Federal statute for inventions, designs of functional things and organisms created by human intervention.

K. Royalties

Payments made to an owner of a copyright for the privilege of practicing a right under the copyright.

L. Scope of Employment

All activities related to the field or discipline of the faculty member's appointment, or related to the employment responsibilities of non-faculty personnel.

M. Sponsored Research Agreements

Grants, contracts, cooperative agreements, and other agreements under which research or development activities will be carried out, or other agreements administered by the University that relate to intellectual property created under the agreement.

N. Students

Persons enrolled in the University, acting within the course of their academic work, including, but not limited to, undergraduates, graduate and professional students, non-degree students, and not-for-credit students.

O. Trademark and Service Mark

Trademarks and service marks are the identification of commercial origin. A trademark protects any word, name, symbol, or device, or any combination thereof adopted by a manufacturer or merchant to identify his goods and distinguish them from those manufactured or sold by others. Similarly, a service mark protects any word, name, symbol, or device, or any combination thereof adopted by a provider to identify intangible products such as services and distinguish them from those services provided by others.

P. University Resources Usually and Customarily Provided

When determining ownership and license rights in copyrightable works, "university resources usually and customarily provided" includes such support as salary, office space, library facilities, and ordinary access to laboratories, computers and networks. It

also includes university-provided facilities and resources where creators customarily use these facilities and resources in the creation of works of artistic imagination, such as computer hardware and software, studios, etc.

In general, it does not include use of students or employees as support staff to develop the work, or substantial use of specialized or unique facilities and equipment, or other special services provided by the University unless approved as an exception.

Q. University Resources Not Customarily Provided

Buildings, equipment and other facilities designated by a Cabinet Officer as requiring an advance written agreement concerning the disposition of any copyrighted works that are originated with the use of these facilities by University personnel acting outside the scope of their employment, or by non-University personnel.

R. Work for Hire

Intellectual property made by a university employee as a result of the employee's duties.

Appendix A Norwich University Copyright Assignment and Agreement Form

Draft [includes revenue distribution]

This agreement is between the Board of Trustees of Norwich University on behalf of the Department/Division of _____ (hereinafter "_____") and _____, [hereinafter "Author(s)"].

Whereas it is the policy of Norwich University to disclaim copyrights to the Works produced by its faculty created during the course of their employment except as stated in _____; and

Whereas the parties agree that an exception, [substantial university support/extramural funding] applies to a specific Work (to be) created by the Author(s) and Norwich University claims a copyright interest in the Work;

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The "Work" for purposes of this agreement is described as:
2. The Author(s) agree(s) that all right, title, and interest in the Work, including subsidiary rights and the right to maintain copyright in the name of the Board of Trustees of Norwich University, is, or shall be by assignment through this agreement, exclusively vested with Norwich University.
3. The Author(s) warrant:
 - a) that the Work does not infringe any valid copyright or other proprietary right of any other person;
 - b) that the Author(s) have the power to convey all rights granted and assigned in this Agreement;
 - c) that the Work contains no libelous, defamatory or other unlawful material and Author(s) (jointly and severally) agree(s) to hold Norwich University harmless from any claim, suit or proceeding based on the grounds that the Work contains such harmful matter, and agrees to indemnify Norwich University for reasonable expenses incurred in defending, settling, or otherwise responding to such claims; and
 - d) that the copyright has not been assigned previously nor the Work published.
4. If the Work includes any copyrighted material not in the public domain, the Author(s) will obtain permissions for the use of such material, and provide copies of such permissions to Norwich University before the Work is published. The cost for obtaining the permissions shall be borne by the [Author(s)/NU Department of _____][choose one].

5. If Norwich University intends to revise or publish future editions of the Work, it hereby grants the right of first refusal to the Author(s) to modify or edit the Work on behalf of Norwich University. If Author(s) do(es) not provide an acceptable revision within a reasonable time or should Author(s) be deceased, unable or unwilling to revise the Work, Norwich University may have the revision or edition prepared and may deduct the authorship cost from the Author's royalties. Norwich University agrees that the Author(s) shall have an opportunity to read and correct the edited or modified manuscript in proof if the Author(s) so request(s) in writing within ten (10) days of the completed revisions or edition by Norwich University. Norwich University will consult with Author(s) when the Work is considered for uses other than the ones for which they were produced. If Norwich University continues the use of the Work or authorizes its use by others contrary to the recommendation of the Author(s), Norwich University shall not advertise or present the Work as the work of the Author.
 6. The Author(s) will not, without written consent of Norwich University, publish any abridged or other version of the Work, any derivative work, or any Work of a similar character tending to interfere with sales of the Work covered by this Agreement. Such consent will not be unreasonably withheld.
 7. When the Work is complete and acceptable for publication, Norwich University shall perform, at its discretion, reasonable efforts to market the Work.
 8. A royalty statement shall be prepared by Norwich University as of [__date__] of each year of publication, and within _____ days thereafter Norwich University shall pay the appropriate royalty based on the following schedule:

 Prior to recovery of Norwich University costs:
 Author(s) 10%*
 Norwich University 90%

 After recovery of Norwich University costs:
 Author(s) 50%*
 Norwich University 50%
- * NOTE: Multiple authors will share this amount as agreed to among themselves and give written notice to Norwich University of their agreement.
- The distribution of royalties to Author(s) shall continue under the terms of this Agreement regardless of the Author(s) termination of employment with Norwich University.
9. Notwithstanding the above, royalty accounting and payments will be discontinued when, for two (2) successive royalty periods, earned royalties from all sources do not exceed [twenty-five dollars (\$25.00)].

10. If Norwich University determines that further publication of the Work is not desired it shall have the right to terminate this Agreement by sending written notification to the Author(s). Upon such termination, the Author(s) may request in writing that Norwich University assign the copyrights to the Author(s). Approval of such request will not be unreasonably withheld.
11. This Agreement and its attachments, if any, incorporated herein, constitute the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.
12. The delay or failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
13. This Agreement shall be governed by and construed under the laws of the State of Vermont, which shall be the forum for any lawsuits arising from or incident to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

For the Board of Trustees of Norwich University on behalf of the
_____ Department/Division:

Author(s):

Appendix B A Template to Execute a Joint Copyright Ownership Agreement between Two or More Authors

This agreement is between _____ and _____.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The "Work" for purposes of this agreement is described as:
2. Each author agrees that all right, title, and interest in the Work, including subsidiary rights and the right to maintain copyright jointly in the names of _____ and _____ is, or shall be by assignment through this agreement, vested jointly with the authors.
3. Each Author warrants:
 - a) that the Work does not infringe any valid copyright or other proprietary right of any other person;
 - b) that the copyright has not been assigned previously nor the Work published.
4. If the Work includes any copyrighted material not in the public domain, the Authors will assure that permissions are obtained for the use of all such material. Each will hold copies of all such permissions before the Work is published.
5. If either author intends to revise or publish future editions of the Work, that author hereby grants the right of first refusal to the other Author to participate in the modification or editing of the Work. If either Author does not provide an acceptable revision within a mutually agreed upon reasonable time, or should one of the Authors be deceased, unable or unwilling to revise the Work, the other Author may revise or edit the future edition. The Authors will consult with each other when the Work is considered for uses other than the ones for which they were produced.
6. The Authors will not, without mutual written agreement, publish any abridged or other version of the Work, any derivative work, or any Work of a similar character tending to interfere with sales of the Work covered by this Agreement. Such consent will not be unreasonably withheld.
7. The Authors will write and sign an agreement acceptable to both regarding royalty distribution.
8. This Agreement and its attachments, if any, incorporated herein, constitute the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.

9. The delay or failure of any party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

10. This Agreement shall be governed by and construed under the laws of the State of Vermont, which shall be the forum for any lawsuits arising from or incident to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

_____ Date: _____

Author(s):

_____ Date: _____

Author(s):

Appendix C Student Intellectual Property/Creative Works Assignment of Ownership Form

Sample 1

I, _____ (print name), hereby grant to the Norwich University _____ Department/Division the assignment of copyright ownership with all its rights and privileges to the intellectual property/creative work (listed below) which was (or will be) created or produced by me in conjunction with my enrollment in _____ (print the course title and number).

In addition, my signature indicates that the materials which I hereby assign to the Norwich University Department of _____ are not subject to any registered copyright pursuant to federal copyright laws, 17 USCA Section 1 et seq.

The intellectual property/creative work which I hereby assign to the Norwich University Department of _____ include:

- 1.
- 2.

Signature: _____

Print Name: _____

Date: _____

Sample 2

The Communications Department pays for all student laboratory, workshop and film production expenses. Under Norwich University regulations, all films and videos produced by students to satisfy Communications Department course requirements become the property of Norwich University and are copyrighted in the name of Norwich University. The same regulations provide that in the event of the commercial exploitation of these films, any net revenues derived from a particular work will be split in a proportion to be determined by Norwich University (currently 50/50) between the Communications Department and all the students who worked on the production, including, but not limited to the writer, director, producer/production manager, sound designer, editor, cinematographer, art director and musical score composer.

I, _____ (print name), hereby grant to the Norwich University _____ Department the assignment of copyright ownership with all its rights and privileges to the intellectual property/creative work which will be created or

produced by me in conjunction with my enrollment in _____ (print the course title and number).

Signature: _____

Print Name: _____

Date: _____

Appendix D Student Intellectual Property/Creative Works Release to Display/Share Form

I, _____ (print name), hereby grant to the Norwich University _____ Department/Division the permission to display/share the intellectual property/creative work (listed below) which was (or will be) created or produced by me in conjunction with my enrollment in _____ (print the course title and number).

In addition, my signature indicates that the materials which I hereby authorize the Norwich University Department of _____ to display/share are not subject to any registered copyright pursuant to federal copyright laws, 17 USCA Section 1 et seq.

The intellectual property/creative work which I hereby authorize the Norwich University Department of _____ to display/share include:

- 1.
- 2.
- 3.

Signature: _____

Print Name: _____

Date: _____

Appendix E Online Graduate Program Course Developer Schedule of Work and Conditions of Payment: Addendum

All material developed for the _____ (program name) becomes the property of Norwich University with the exception of previously existing material created and copyrighted by the course developer, which is provided under unrestricted, nonexclusive license to Norwich University.

Appendix F Distribution of Revenue for Jointly Owned University Intellectual Property

Model

Prior to recovery of Norwich University costs:

10% to the creator(s)
90% to Norwich University

After recovery of Norwich University costs:

50% to the creator(s)
50% to the Norwich University

Appendix G Distribution of Revenue from a Patent or Licensing Activity

Model

Prior to recovery of costs of the inventor(s):

100% to the inventor(s)

After recovery of costs of the inventor(s):

99% to the inventor(s)
1% to Norwich University