

10.8.2 Copyright Policy

Policy Number & Name: 10.8.2 Copyright Policy
Approval Authority: Board of Trustees
Responsible Executive: Provost
Responsible Office: Office of the Provost
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I. Preamble

Stevens is dedicated to teaching, research, and the expansion of knowledge. In the course of their activities at Stevens Institute of Technology (“Stevens”), faculty, administrators, staff and students are continually creating copyrightable works. As a matter of law, copyright will adhere upon creation of any original work of authorship that is reduced to tangible form, including literary works,² computer software, data sets, formulae, musical works, dramatic works, artistic works (pictorial, graphic, and sculptural), audiovisual works including motion pictures, sound recordings, and architectural works. Ownership of copyright to material gives the owner the exclusive rights to reproduce the material, make derivative works based on it, distribute copies to the public, and perform or display the material publicly. Copyright law is primarily a matter of federal law, codified in Title 17 of the United States Code, 17 U.S.C. §§ 101 et. seq. (2006).

Under applicable copyright law, copyrightable works created by employees in the course of employment will be owned by their employers. However, traditionally, universities (including Stevens) have declined to assert ownership on behalf of the university in works of scholarship created by faculty in the course of traditional academic activities. Exceptions to this practice have always existed in order to locate within universities ownership of certain copyrightable materials in which the University and/or its sponsors, public or private, also have a demonstrated interest.

This Copyright Policy addresses, primarily, the distribution of rights in and to copyrightable materials between Stevens and its various constituents. It does not address the use by Stevens or such constituents of copyrightable materials owned by third parties. In the course of educational and research activities at Stevens, faculty, administrators, staff and students are likely to make use of materials owned by third parties. To a large extent, those uses may constitute “fair use” under the law, which provides that “use . . . for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright”, 17 U.S.C. § 107. Uses that are not “fair uses” may require permission to be granted by the copyright owner. Stevens is committed to the support of fair use principles.

¹ This Policy replaces in its entirety the Copyright Policy adopted on May 24, 1984.

² “Literary works” are works, other than audiovisual works, expressed in words, numbers, or other verbal or numerical symbols or indicia, regardless of the nature of the material objects, such as books, periodicals, manuscripts, phonorecords, film, tapes, disks, or cards, in which they are embodied. 17 U.S.C. 101.

In certain cases, copyrightable materials may be created in conjunction with inventions subject to Stevens' Patent Policy. Unless otherwise determined by the Provost, in such situations, the Patent Policy shall apply to the whole of such intellectual property including copyrighted material.

II. Scope and Applicability

- A. This Copyright Policy applies to the following categories of persons:
- i. Faculty (full-time and part-time, including faculty who elect to be paid on a nine-month basis);
 - ii. Visiting faculty who conduct research, whether paid or unpaid;
 - iii. Research scientists and post-doctoral appointees;
 - iv. Students (including visiting students);
 - v. Other employees (full-time and part-time), including professional staff, technical employees and clerical employees;
 - vi. Non-employees who participate in research at Stevens or research carried out under the auspices of Stevens, such as scholars who do not have a faculty appointment, fellows, and consultants; and
 - vii. Consultants who perform paid consulting work on Stevens research projects.
- B. This Copyright Policy will apply to faculty and others who are on a paid leave from Stevens and create copyrightable materials during such leave, but shall not ordinarily apply to persons on an unpaid leave of absence or copyrightable materials created during such leave. The provisions of Section III(D)(2) relating to the creation of copyrightable materials in the course of consulting activities shall apply to activities conducted by faculty while on an unpaid leave.
- C. It is not unusual for visitors from other institutions (home institutions) to participate in research and other activities at Stevens or under Stevens auspices. Such participation might involve joint creation of copyrightable materials. Such visitors are often subject to intellectual property policies of their home institutions. Consideration should be given to the intellectual property policies of the visitor's home institution in order to avoid potential conflicts between this Policy and the policies of the home institution. Obligations of each visitor under this Policy will be assessed and potential conflicts will be resolved through good faith negotiations between Stevens and the home institution, preferably prior to the start of the visitor's participation in such research or other activities. It is

particularly important that such conflicts be resolved prior to the start of a visit when the research at Stevens is sponsored by a third party.

III. Copyright Ownership Principles

- A. **General Principle:** Stevens will not claim copyright ownership of Traditional Works of Scholarship (as defined below) except as otherwise provided in this Article III, and persons covered by this Policy may claim copyright to such works under their name.

“Traditional Works of Scholarship” shall be defined to include: syllabi and other original materials created for use in a Stevens’ course, books (including textbooks), other forms of textual material including, without limitation scholarly journal articles (whether in printed form or electronic media), software, works of art and other creative works including music, lyrics, photographs, poetry, choreography, architectural works, sculpture, pictorial and graphic works, motion pictures, and sound recordings, which in each case are created as part of the regular academic and scholarly activities of a person covered by this Policy.

Under applicable law, multiple creators who intend to create a joint work will be viewed as joint holders of copyright. Under this Policy, works created by more than one person involved in a common project shall be considered to be created by all such persons unless otherwise agreed in writing by each person.

- B. **Standing Exceptions:** Stevens will retain ownership of copyrightable materials, or reserve a license to such materials, in the situations listed below. In each case, the situations listed below will apply whether such materials are in print or electronic form or other media, now in existence or hereafter arising. In each situation where Stevens retains ownership (i) the creator(s) of such materials shall retain a non-exclusive, world-wide, royalty-free, non-assignable license to use such materials for their personal non-profit educational and research purposes and (ii) in addition to exercising other rights of a copyright owner, Stevens may determine to make such materials available on an open-source or open-access basis or otherwise take action to make such materials widely-available as contemplated by Section VII.

1. Stevens retains a non-exclusive, world-wide, royalty-free license to any course material and course title, regardless of type or creator, including without limitation syllabi, lecture notes, course outlines, reading lists, hand-outs, exercises and examination questions and answers, in each case for all educational and research purposes.

2. Stevens retains a non-exclusive, world-wide, royalty-free license to any material created for a Stevens' publication, to the extent such material is not otherwise owned by Stevens under this Section III.
3. Stevens retains ownership of any material which was created making Substantial Use of University Resources, as defined below in Section E.
4. Stevens retains ownership of any material created by a non-faculty employee in the course of employment (including research), but Stevens will not own Traditional Works of Scholarship reporting on the work which led to the creation of such materials unless required under Section III(B)(7).
5. Stevens retains ownership of any material created in the course of research or other collaborative projects conducted under Stevens institutional auspices (including school or department auspices) where the identity of the project resides with Stevens (e.g. resulting in a publication of a school or department, curricular efforts within a department).
6. Stevens retains ownership of any material created in the course of a research or other collaborative project where development has been by a team such that the identity of the project resides with Stevens rather than with particular individuals, except Traditional Works of Scholarship reporting on the results of such a project (unless required by Section III(B)(7)).
7. Stevens retains ownership of any material created as the result of a research project, except Traditional Works of Scholarship reporting on such results, sponsored by a governmental, corporate, non-profit or other sponsor where the contract or agreement with such sponsor imposes obligations on Stevens with respect to such copyrightable materials. With respect to Traditional Works of Scholarship reporting on the results of such a research project, Stevens shall retain only those rights, if any, which are necessary for Stevens to meet its express obligations under the contract or agreement with the relevant sponsor.
8. Stevens retains ownership of material created at the specific direction of Stevens outside of the ordinary course of curricular development, or commissioned by Stevens.
9. Stevens retains ownership of the entire compilation of any online course whether subject to a separate agreement between the creator and Stevens or otherwise, recognizing that individual items of content

within an online course may be Traditional Works of Scholarship and remain subject to ownership by an individual(s).

10. Stevens retains ownership of any material which is closely associated with a patent owned by Stevens under Stevens' Patent Policy. This exception will typically apply to any copyrightable material created to effectuate an invention (e.g., software) or supplement an invention (e.g., documentation), but will not apply to Traditional Works of Scholarship reporting on the research which led to the creation of such materials unless required under Section III(B)(7).
11. Stevens retains ownership of any material, in any form or media (including without limitation video or audio) which is a reproduction of a Stevens' course or program (including, without limitation, an online course or program). Stevens may claim ownership of the intellectual content within such reproduction, depending on whether the intellectual content is a "Traditional Work of Scholarship" or otherwise covered by the exceptions set forth in Section III(B). Any commercialization by Stevens of any such material shall be in accordance with Sections III(C)(2).

- C. **Instructional Media:** This Section highlights the applicability of this Policy to instructional media. Instructional media are produced in a variety of forms including electronic and print publications. Instructional media includes teaching activities or interactive components that involve creators with the users of the instructional media. The presence of teaching and similar activities distinguishes this form of media from certain traditional works such as printed textbooks.

Restrictions on certain outside uses of instructional media are intended to involve the Provost in determining appropriate uses of instructional media and to further effectuate Stevens' policies regarding conflict of interest, conflict of commitment and appropriate use of Stevens name.

Instructional media, within this Policy, are intended to encompass (i) the content of courses and programs delivered using any form of media including print, in-person delivery, Web-based or other forms of electronic media, videotaping, audiotaping, television broadcast, or radio broadcast, as well as forms of media which may arise in the future, and (ii) if applicable, the technology used to structure and deliver such course and program content. Instructional media, within this Policy, would not extend to cover a traditional textbook, whether in printed or electronic form, without the presence of further instructional involvement of the creator.

1. Instructional Media Owned by the Creator

Instructional media created by faculty as part of activities which do not otherwise fall within any exception contained in Section III(B) or (C), will be owned by the faculty creator, subject, in certain cases to a retained interest of Stevens. Faculty may use or license instructional media owned by them under this Section 1 for all purposes including commercial purposes. Any use must be approved under Stevens' conflict of interest, conflict of commitment and consulting policies and shall not make use of Stevens name other than for purposes of identification of the faculty member.

The license to instructional media reserved by Stevens under Section III(B)(1) may be used by Stevens, without restriction, for educational and research purposes including licensing third parties for such purposes.

2. Instructional Media Owned by Stevens

Certain instructional media will, pursuant to Section III(B) and (C) be owned by Stevens. As a general matter, instructional media owned by Stevens and created with faculty involvement may be used by Stevens outside of Stevens for educational and research purposes and for commercial purposes. In all uses outside of Stevens, Stevens will consult with the primary faculty creators as to the planned use of such materials prior to granting rights to third parties.

D. Faculty Consulting:

1. All full-time faculty have the ability to engage in some amount of outside consulting activities in accordance with the policies contained in the Stevens Faculty Handbook. Prior to beginning outside consulting activities, faculty shall inform the party for whom the consulting activities are to be performed of this Copyright Policy, and the faculty member's obligations under this Policy.
2. In order to enable faculty to engage in permissible consulting while at the same time delineating Stevens' interests in its curriculum and in conducting corporate sponsored research, Stevens will make no claim to copyrightable material created by a faculty member in the course of a disclosed consulting engagement if such consulting:
 - (a) shall not include teaching or similar instructional activities by the faculty creator unless permitted by Stevens' policies relating to conflict of interest and conflict of commitment;
 - (b) shall not otherwise violate such conflict of interest and conflict of commitment policies;

- (c) is performed and such copyrightable materials created without the use of Stevens resources (Note that this is a more restrictive standard than “Substantial Use of University Resources”);
 - (d) results in copyrightable materials which are on a specific problem or topic (i) proposed by the company or entity to which the faculty member is consulting and (ii) on which problem or topic the faculty member is not engaged in active research at Stevens; and
 - (e) shall not make any use of Stevens name other than for identification purposes.
3. A faculty member may agree to assign copyrightable materials made in the course of consulting to the company or entity only if these conditions are satisfied. If these conditions are not able to be satisfied, faculty are encouraged to consult the Office of Sponsored Programs to determine whether corporate sponsorship is an appropriate alternative. Faculty are required to disclose copyrightable materials made in the course of consulting to Stevens to determine if such conditions are met.

E. **“Substantial Use of University Resources”**: The Substantial Use of University Resources in the creation of copyrightable material will give Stevens an interest in such material and support ownership by Stevens as contemplated by Section III(B)(3). The precise determination of what usage of Stevens resources or assistance of non-faculty or student personnel shall be considered substantial, or of when the identity of a project resides with Stevens rather than with particular individuals, involves the exercise of judgment based on the circumstances and on practices within the discipline. As basic principles, use of Stevens resources or assistance from non-faculty or student personnel that is incidental and not essential to the creation of the materials does not constitute Substantial Use of Resources, while use of Stevens name or consultants engaged by Stevens for purposes of creating the materials would constitute Substantial Use of Resources. For example, none of the following shall be considered Substantial Use of Stevens Resources:

- 1. Use of resources or non-faculty or student personnel commonly available to faculty in the same school, institute or department, such as libraries, offices, desktop computers, or secretarial staff;
- 2. Occasional use of a specialized piece of equipment or facility for routine tasks;
- 3. Receipt of salary by faculty for their academic appointments; and
- 4. The use of resources or facilities generally available to students as part of their educational activities.

F. **Consultants**: Copyrightable material created in the course of a consultant’s paid consulting work for Stevens shall be the property of Stevens. Consultants should be hired only pursuant to a prior written agreement in a form approved by Stevens. This

provision will, as a general matter (i) apply to consultants who conduct research or create content for Stevens and (ii) not apply to the purchase of goods and services by Stevens.

IV. Student Works

A. **General Principle.** Subject to the terms of this Section IV, students own the copyright to original works created in the course of their regular academic activities at Stevens, including class work, research materials, works of art or music and theses (“Student Work”). Student Work created jointly by more than one student will be owned jointly by such students.

B. **Standing Exceptions.** Each of the provisions of Section III(B) shall apply to Student Work (as though set forth in full in this Section) to allocate certain rights or copyright ownership of Student Work to Stevens.

C. **Limited License.** In addition to the provisions of Section III(B), Stevens retains a non-exclusive world-wide royalty-free license to Student Work for so long as the student creator is matriculated at Stevens to use such Student Work for Stevens’ educational and research purposes including publicizing Stevens or any program or department of Stevens. This limited license shall terminate when the student graduates from Stevens or ceases to be matriculated.

D. **Participation in Faculty Research.** Where a student(s) participates in the work or research of a faculty member(s), and such student participation does not constitute Substantial Use of University Resources on the part of the faculty member(s), the student and faculty member may agree prior to the commencement of such work or research to allocate the copyright arising with respect to such work or research between the student and faculty member, as they may agree. No such agreement shall operate to transfer copyright to all or any portion of a student’s thesis or dissertation to a faculty member, or otherwise transfer ownership to a faculty member of work produced by a student in the course of the faculty member’s teaching or academic advising activities involving such faculty member.

E. **Participation by Students in the Creation of Software.** In situations where a faculty member has initiated and is leading his or her own personal research project involving the creation of software code, and one or more students are involved in such research project to the limited extent of making discrete contributions to the research (and the involvement of students does not rise to the level of a joint research project between such faculty member and the student), then, absent written agreement between the faculty member and the student or the applicability of any of the Standing Exceptions in Section III(B), the following terms shall apply: (1) there shall be no presumption of joint copyright ownership by faculty and student, (2) each of

the faculty member and the student shall own the copyright to the portions of the research which constitute their original work and shall be free to license or otherwise use such work, (3) the faculty member shall hold a world-wide non-exclusive assignable royalty-free license to use the work of the student in such research for all purposes determined by the faculty member, consistent with this Policy and other policies of Stevens, (4) the student shall not hold any license or other right to use any portion of the research other than the original work created by the student and (5) the faculty member shall determine, consistent with academic principles, whether and how to credit student contributions to the research project.

F. **Senior Design.** It is recognized that students working individually or as part of a team of students on a Senior Design Project which involves a problem or question initiated and framed by a third party sponsor may make Substantial Use of University Resources. Given the significance of Senior Design to the educational process of students at Stevens and the legitimate interests of sponsors (i) copyrightable material created by one or more students in the course of a Senior Design Project, or related to an invention conceived or first reduced to practice by one or more students in the course of a Senior Design Project, shall be owned by the individual or group of students, as the case may be, and (ii) upon written agreement of all students in a Senior Design Project and following disclosure of the copyrightable material to Stevens pursuant to Section VIII(C), such students may license or transfer rights owned by such students in and to the material to the sponsor (whether prior to or following graduation). Alternatively, upon written agreement of all of the students in a Senior Design Project and Stevens, the students may assign their rights in such material to Stevens under this Policy.

Any copyrights of a faculty member created in the context of a Senior Design Project shall be determined by the general rules applicable to faculty copyrights under this Policy. If the Senior Design student group assigns rights to a sponsor, the expectation in most circumstances will be that Stevens will license the interest of the faculty member to the sponsor.

G. **Academic Entrepreneurship.** Stevens may, from time to time, maintain specific programs and facilities to foster entrepreneurship and provide guidance and experience to students who are creating technology or content for use in a business activity, whether for-profit or non-profit (a “Stevens Academic Entrepreneurship Program”). These programs and facilities may offer shared use of basic services and facilities, among other activities, and such use may constitute Substantial Use of University Resources. The Stevens Venture Center, founded in 2016, is an existing Stevens Academic Entrepreneurship Program. In the future, the Provost may designate additional programs and facilities as Stevens Academic Entrepreneurship Programs. Given the significance of academic entrepreneurship to the Stevens curriculum (i) copyrightable material created

by one or more students using the basic shared services or facilities of a Stevens Academic Entrepreneurship Program, or related to an invention conceived or first reduced to practice by one or more students using the basic shared services or facilities of a Stevens Academic Entrepreneurship Program, shall be owned by the individual or group of students, as the case may be, and (ii) upon written agreement of all such students and following disclosure of the copyrightable material to Stevens pursuant to Section VIII(C), such students may license or transfer rights owned by such students in and to the material to the relevant business entity (whether prior to or following graduation). Alternatively, upon written agreement of all of the students involved with such project and Stevens, the students may assign their rights in such material to Stevens under this Policy.

V. Commercialization of Copyrights

A. When Stevens asserts copyright ownership in material and the creator has signed Stevens' Intellectual Property Agreement (as defined below), the creator has the right to share in the net proceeds derived from commercializing that material. Sharing of such proceeds shall be governed by this Policy unless the material is the subject of a separate written agreement between Stevens and such faculty member(s), in which case such agreement shall govern. Notwithstanding the foregoing, material created by faculty for a Stevens online program, whether through WebCampus or another Stevens-affiliated program, will be addressed through separate written agreements and shall not be covered by this Section V.

B. Stevens will make an initial allocation from gross proceeds, if any, in the aggregate amount of \$1,000 to fund a research account at Stevens to support academic research activities of the creator or creators of material hereunder; provided that, in the event revenue is associated primarily with a patentable invention under Stevens' Patent Policy, no separate allocation shall be made under this Policy.

C. Following the allocation contemplated by paragraph B above, all distributions shall be based upon net proceeds (as defined below) and shall ordinarily be distributed as follows:

1. Fifteen percent (15%) to the Office of the Provost for the general support of the Office of Research, Innovation and Entrepreneurship and to cover any other expenses associated with commercialization; and
2. The remaining proceeds (85% of net proceeds) shall be distributed as follows:

- a. Creator share: fifty percent (50%) to the creator(s) (including creators at other institutions), for the first \$5,000,000 of proceeds; forty percent (40%) of proceeds in excess of \$5,000,000 and not exceeding \$10,000,000; and thirty percent (30%) of proceeds in excess of \$10,000,000.
- b. The remaining proceeds shall be used by Stevens for research, scholarship and other educational activities in the following manner:
 - i. 40% to the Office of the Provost for the school or other Stevens division in which the material was created;
 - ii. 20% to the Office of the Provost; and
 - iii. 40% to Stevens.

Gross proceeds are all proceeds from licensing or otherwise granting rights in copyrightable material to third parties, including licensing fees, royalties on sales and other usage, and milestone payments, but excluding research funding. Net proceeds are gross proceeds minus all out-of-pocket expenses incurred by Stevens that are associated with the particular material. Out-of-pocket expenses may include legal expenses associated with securing the copyright, negotiating an agreement, travel expenses, payments due to other parties with rights in the work, or any reasonable expenses incurred in pursuing the commercialization of the material. If Stevens pursues or defends litigation to enforce copyright ownership, then the proceeds of any judgment or settlement from such litigation shall ordinarily be included in gross proceeds, and the associated litigation expenses shall be deducted as out-of-pocket expenses. If litigation is pursued, the distribution described above may be modified to reflect the greater economic risk being incurred by Stevens in pursuing such litigation.

In the event of any litigation, actual or imminent, or any other activity to enforce or defend copyright rights, Stevens may withhold distribution of and retain royalties or other payments received until such matters are resolved. The funds so withheld shall be placed in income producing investments during such period, determined in the discretion of the Division of Finance. After any such matter is finally resolved, Stevens shall undertake a final accounting and, within thirty days thereafter, the share of the creator or creators in the funds so withheld and in the accrued income shall be distributed to the creator or creators, subject to prior recovery of costs and overhead as specified above.

Creators who are (i) employees of Stevens, (ii) acting within the course of such employment and (iii) not faculty or research staff, will not automatically

be covered by this Section; rather, in such cases, the Administrative Council of Stevens, following a recommendation from the supervisor of such an employee or the relevant project leader, shall make a determination as to the appropriateness of such employee sharing in the proceeds of commercialization.

C. Equity received from a company or other entity in lieu of license fees or royalties shall be allocated by calculating and distributing the appropriate number of shares, using the percentages outlined above, irrespective of their value, provided that (x) any creator who holds an equity position in the company or other entity shall not share in Stevens' equity and (y) any creator(s) who does not hold an equity position in the company or entity shall, for purposes of distribution under Section V.C.2.a, receive 50% of such equity. In the event there is a single share or a partial share which cannot be distributed to the inventor(s), that share or partial share shall belong to Stevens. Unless otherwise required by contractual arrangements or applicable law, Stevens shall distribute shares of equity at the time they are received by Stevens or will require that the creator receive such equity directly from the company or other entity. In the event that Stevens is required to hold the shares for any length of time or is otherwise restricted from distributing shares to creators, Stevens shall hold such shares or other interests but shall not be responsible for any fluctuation in the value of the shares or any matters relating to the administration of such shares or interests.

D. Shares of proceeds shall be used by departments, schools and Stevens to further the research, scholarship and educational goals of Stevens.

E. If more than one creator is to share in the creator share, the creators shall decide among themselves their respective shares and shall provide the Office of Research, Innovation and Entrepreneurship with a written agreement signed by all creators. Such written agreement shall be provided within three months of a written request from the Office of Research, Innovation and Entrepreneurship for such an agreement and shall be irrevocable unless it is modified in writing by all creators. In the absence of such a written agreement, Stevens shall determine the distribution of shares to creators.

F. Whenever Stevens licenses rights to copyrightable material, it will reserve the right for Stevens to use the material for internal research and educational purposes and will generally seek to reserve such rights for other non-profit research institutions.

VI. Transfer of Copyrightable Materials Owned by Stevens to the Creator

A. If Stevens determines that it will not pursue commercialization of copyrightable material subject to Stevens ownership under this copyright policy, Stevens will consider a written request made to the Office of Research,

Innovation and Entrepreneurship by the creator to transfer ownership in the material to the creator, subject to the terms of any applicable agreements with third parties under which the material was created. Transfer of ownership to the creator will be subject to an irrevocable royalty-free license to Stevens to use the material for education, research and other non-commercial purposes and reservation to Stevens of the right to grant similar licenses to other nonprofit institutions. In those instances in which there are multiple creators, all creators must be in agreement and be party to such a request.

B. If, after the transfer of ownership to the creator pursuant to a request made under Section VI A., the creator receives proceeds from commercializing the materials, the creator shall (i) reimburse Stevens for any out-of-pocket expenses incurred by Stevens in connection with the materials, including legal and marketing expenses and (ii) negotiate with Stevens a royalty to reflect Stevens' investment in the materials, if any, and embody such agreement in a written agreement containing such other terms and conditions as the parties may agree to. Each creator shall be responsible for ensuring that any company or other transferee of rights in and to the materials shall be obligated to comply with the terms of this Section following an assignment of rights to the inventor.

C. If, after transfer of ownership to the creator pursuant to Section VI A, the creator's research at Stevens results in new copyrightable materials, he/she must fully disclose each such new invention to Stevens, which may claim ownership of such new inventions.

VII. Open Source Code and Other Open Access Licensing of Copyrightable Materials

- A. In accordance with Stevens' mission of conducting education and research, an owner of copyrightable material may desire to make copyrightable materials widely available to the public via open source licensing of software or publication of materials via open-access licenses. In each case, the decision to make materials widely available should include a number of considerations including, without limitation: who owns the material under this Copyright Policy, whether the same interests would be better served by commercialization of such materials and whether open access should be limited to nonprofit and educational purposes.
- B. Open access licensing may also be covered by separate policies and procedures of Stevens in effect from time to time. Such policies and practices may cover issues such as permitted use of Stevens resources (including computer resources and bandwidth) and require consultation with the Provost and Office of General Counsel to determine the implications of open-access licensing using Stevens resources.
- C. As a general matter, an individual who owns copyrightable material (and Stevens does not retain an interest in such material) under Section III, may freely engage in open access licensing which does not use Stevens resources.

- D. In the event that Stevens either owns copyrightable material under Section III or retains an interest in such material, open access licensing may be conducted only following disclosure to Stevens under Section VIII(B). Following disclosure and a request that such material be made available on an open-access basis, Stevens shall make a determination as to such request weighing the factors outlined in Section (A) and taking into consideration the views of the relevant faculty and Dean.
- E. Any copyrightable material created in the course of a sponsored project accepted by Stevens (as described in Section III(B)(7)) which project requires, by its terms, that such material be made available under an open-source or open-access license shall be required to be disclosed to Stevens and made available as required, but will not be subject to further review or approval hereunder.

VIII. Administration of Policy

A. *Stevens Administration.* This Copyright Policy will be administered by the Provost, with guidance from the Intellectual Property Advisory Committee and in consultation with the Deans of each School and College of Stevens. The Provost may delegate his/her duties under this Policy to such other officers or employees of Stevens as he/she may find appropriate. The Intellectual Property Advisory Committee may be convened from time to time by the Provost to advise and make recommendations to the Provost regarding (i) disputes relating to intellectual property rights under this Policy, (ii) Stevens' ownership or other interests in particular works of intellectual property covered by this Policy, and (iii) the need for amendments to this Policy or guidelines or procedures to implement this Policy. The Committee shall include faculty representation, as determined in consultation with the Faculty Senate.

B. *Waiver.* Provisions of this Policy may, in specific instances and upon written request, be waived by the President or the President's designee on a case-by-case basis, giving consideration among other things to (i) Stevens' obligations to sponsors, (ii) whether the waiver would be in the best interest of technology transfer, (iii) whether the waiver would be in the best interest of Stevens, (iv) whether the waiver would result in a conflict of interest and (v) whether additional approvals within Stevens' governance structure would be required. Any such request shall be made in the first instance to the Provost who shall consider such request and, if the Provost approves, submit such request to the President for further consideration.

C. *Disclosure of Copyrightable Materials.* In order to ensure that Stevens is fully informed of copyrightable materials, able to make a proper determination of creatorship and ownership and able to fulfill reporting obligations to governmental and other research sponsors, all persons subject to this Policy shall promptly notify and fully disclose to Stevens all copyrightable materials resulting from their activities. Each person covered by this Policy shall use their best judgment in determining whether to make a disclosure under this Policy. In the event of uncertainty, each person covered by this Policy is

advised to consult with the Office of Research, Innovation and Entrepreneurship. Upon disclosure of copyrightable material, Stevens shall determine whether ownership vests in Stevens.

D. *Agreement to Policy.* This Policy constitutes an understanding that it is binding on Stevens and on all individuals who accept Stevens employment, who use Stevens resources or facilities, or who participate in Stevens research. All individuals employed by or affiliated with Stevens shall be advised of this Policy through publication in the Faculty Handbook on Stevens' website. Stevens may require formal copyright agreements to implement this Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy. Nothing in this Policy shall constitute a waiver by Stevens of any rights that Stevens may have under any other University policy, including without limitation the Patent Policy, or any applicable law.

All individuals must have a signed Intellectual Property Agreement (see Appendix A) on the occasion of first submitting a grant application or first engaging in sponsored research. All directors or principal investigators of sponsored projects must secure signatures to the Intellectual Property Agreement from all research personnel, including students working on the project, at the time of their appointment and file the agreement(s) with the Office of Sponsored Programs.

E. *Disputes.* Disputes involving intellectual property rights or this Policy shall be reviewed and resolved by the Provost or such other officers or employees as he/she designates. Decisions made by delegees may be appealed to the Provost, who will review the matter and reach a decision in consultation with the Intellectual Property Advisory Committee, the relevant Dean or Director, and others determined by the Provost. In the event that disputes are reviewed and resolved by the Provost, such decisions may be appealed to the President, who will review the matter and make the final decision.

APPENDIX A

THE TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY

INVENTION AND ASSIGNMENT AGREEMENT

I have read and understand Stevens' ("Stevens") Patent and Copyright Policies. As a condition and in consideration of the following, as applicable:

- (1) my participation in sponsored research at Stevens;
- (2) my receipt as a student of support from or through Stevens;
- (3) opportunities made or to be made available to me to make substantial use of administered funds or Stevens resources and facilities;
- (4) my employment; and/or
- (5) my being a visiting researcher at Stevens,

I agree to be bound by all the provisions of the Patent Policy and the Copyright Policy of Stevens, as each such policy may be amended from time to time, and I:

- A. do hereby assign to Stevens all of my right, title and interest in any invention or discovery or copyrightable material, developed in the course of my employment by Stevens or in connection with my participation in research or related activities at Stevens, and any related know-how, in each case which I am obligated to assign to Stevens under the terms of the Patent Policy and the Copyright Policy, respectively;
- B. agree to execute such documents and take such further action including, without limitation executing additional assignment documentation, as may be requested by Stevens to further implement the Patent Policy, the Copyright Policy or this Agreement;
- C. agree to disclose to Stevens' Office of Research, Innovation and Entrepreneurship (or such other office organized for this purpose), promptly after discovery, any invention developed in the course of my employment by Stevens, or in connection with my participation in research or related activities at Stevens and any related know-how, and any copyrightable material, in each case owned by Stevens under the Copyright Policy;
- D. if I am a director or principal investigator of a sponsored project, I agree to secure or assist in securing signatures to an Intellectual Property Agreement from all research personnel, including students working on the project, at the time of their appointment and file the signatures with the Office of Research, Innovation and Entrepreneurship;
- E. acknowledge and agree that I do not have any employment, consulting or other agreement with a third party which grants rights that are in conflict with this Agreement, and I agree that I will not enter into any such agreement; and

F. acknowledge and agree that the terms of this Agreement will continue to apply in the event that I am no longer associated with Stevens to inventions developed in the course of my employment by Stevens and copyrightable material covered under this Agreement.

NAME: _____

SIGNED: _____

DATE: _____

WITNESS: _____