

Intellectual Property Procedures for Students

I. Purpose

The purpose of these procedures (the “Procedures”) is to set forth the rights and obligations of Lansing Community College (“LCC” or “the College”) and its students with regard to intellectual property created by Lansing Community College students. The goal of the College is to foster creativity and to help ensure that Intellectual Property will be exploited for the benefit of both the College and its students.

II. Scope

These Procedures apply to all individuals enrolled and/or participating in College programs, classes, activities and/or courses (“Students”), and shall govern in all circumstances unless the College and Students have modified Intellectual Property ownership and rights through a specific written agreement.

III. General

A. Defined Terms.

1. **“Intellectual Property”** shall mean original ideas and original works of authorship, including inventions, books, articles, study guides, syllabi, workbooks, manuals, bibliographies, instructional packages, tests, video or audio recordings, films, slides, transparencies, charts, graphic materials, photographic or other similar visual materials, film strips, multimedia materials, 3D materials, exhibits, software, and databases. The Intellectual Property may be in tangible or intangible form. Intellectual Property may be protected by one or more of the following: patent, copyright, trade secret, trademark, contract or agreement.
2. **“Copyright”** is the intellectual property right granted by federal statute for an original work of authorship fixed in a tangible medium of expression to the creator of the work.
3. **“Patent”** is the property right granted by federal statute that permits the owner to exclude others from engaging in a number of activities including the making, selling, using or importing of a claimed useful, novel, and nonobvious invention or idea throughout the United States for a set period of time. **“Trademarks”** are the distinct word, name, symbol, device, picture, and/or graphic that is used in commerce to identify the source or origin of goods and/or services.
5. **“College Resources”** means LCC funds or funds administered through LCC, LCC space, equipment, personnel, tangible or intangible research materials, information and/or materials. College Resources include such

things as LCC facilities, computing and graphic services, equipment, staff support and supplemental pay.

6. **“Substantial Use of College Resources”** means unreimbursed use of College Resources which requires additional expenses that are not part of standard expenses for supporting the Student in performance of his or her coursework. Examples include but are not limited to assistance and time of College employees outside the classroom, and the use of facilities not generally available to all Students, such as video facilities or laboratories. Ordinary use of College-issued computers and devices, College libraries, and routine support from College faculty in connection with Student classwork does not constitute “Substantial Use of College Resources.” Any use of College resources for private commercial purposes is considered “Substantial Use”. “College Resources” include things such as LCC facilities, computing and graphic services, equipment, staff support and supplemental pay. Decisions about whether use is “Substantial Use of College Resources” shall be determined by the College Provost or the Provost’s designee.
7. **“Sponsored Work”** means work requested by an organization, agency or individual that provides funding, equipment, or other support for the College or a Student to carry out a specified project pursuant to a written agreement. “Sponsored Work” includes, without limitation, sponsored research.
8. **“Commissioned Work”** means work commissioned by the College in writing from a Student, outside the scope of his or her course work.
9. **“Commercialize”** means to manage on a business basis for profit.

B. Ownership

1. Student-Owned Intellectual Property.

Except as provided otherwise herein, Intellectual Property developed by Students in connection with their coursework (hereinafter “Student Intellectual Property”) will remain the property of the Student, including Intellectual Property developed by a Student in direct fulfillment of course requirements, such as class papers, theses, and other academic works. As set forth in further detail below, Students are free to exploit Student Intellectual Property they create.

LCC shall have a non-exclusive, irrevocable, royalty free, perpetual, worldwide license to use, modify, reproduce and create derivative works from Student Intellectual Property for LCC’s educational purposes, and Students agree that such license has been granted. LCC shall also have the right to promote Student Intellectual Property, including but not limited to referencing Student Intellectual Property in LCC newsletters and marketing materials, and to use Students’ name in connection same. This license shall spring forth automatically upon creation of the work by the Students, but Students further agree to sign license agreements or other documents considered

necessary by the College to evidence the license granted herein. Students will not receive any payment, royalties or other financial benefit for such license.

If more than one person is responsible for contributing to the creation of a work constituting Intellectual Property, all creators shall enter into a negotiated written agreement specifying (a) the rights of each party to use, distribute, modify, and sell the resulting work; and (2) the division of revenues between the parties, where applicable.

2. Intellectual Property Not Owned by the Student.

Intellectual Property which is created as described in this Section shall not be considered Student Intellectual Property.

a. Intellectual Property Created by Student Employees.

Intellectual Property created by Students within the scope of their employment by LCC is covered by separate procedures addressing Intellectual Property created by faculty and College employees. This exception shall include, without limitation, work created by Students through a work-study program, as interns, or through research or teaching assistant positions.

b. Student Contributions to Larger Works.

Students may be provided the opportunity to work on projects that will be part of a larger work that is owned by LCC or a third party, including, for example, projects building upon College technology and capstone projects. Students participating in such projects shall be required to assign their interest in any and all Intellectual Property created in the course of such projects to the owner of the larger work. Unless a Student has been provided advance notice that the course will involve work on a project that will be part of a larger work that the Student will not own, a Student shall not be required to participate on such projects in order to fulfill course requirements, and if a Student does not wish to participate in such projects, LCC shall offer alternative projects for completion of course requirements. A Student's decision to participate or not participate in a larger project will not affect the Student's grade and/or evaluation of performance in the course. Collaborative projects that will be part of a larger work shall be addressed in Section III.B.2.c.

c. Collaborative Projects.

When more than one person is involved in the creation of a work constituting Intellectual Property all Students contributing to the creation of such work shall enter into a written agreement specifying (a) the rights of each party to use, distribute, modify and sell the materials; and (2) the division of revenues between the parties. In addition, if one of the creators has a duty to make or has made an assignment of Intellectual Property rights to LCC, or if the resulting Intellectual Property is considered LCC Intellectual Property, then all other creators shall be deemed to also assign their Intellectual Property rights to such work to LCC. Students' failure to enter into such agreements shall not affect the rights granted to LCC herein.

d. Sponsored and Commissioned Work.

Ownership of Intellectual Property created as part of a Commissioned Work or Sponsored Work shall be addressed in writing, preferably prior to or at the time of creation of such Work. Ownership of Intellectual Property to Work created with grant funds shall be addressed in the grant application or other documentation describing the intended use of the grant.

e. Substantial Use of College Resources.

LCC shall own Intellectual Property resulting from Substantial Use of College Resources. Where the College expressly authorizes or directs a Student to create a work or works requiring Substantial Use of College Resources, LCC and the Student shall enter into a written agreement addressing the extent of the use of such resources, the schedule for the project (if appropriate), control over the work and its revisions, and ownership of the work.

f. Other Written Arrangements.

A Student may enter into a written arrangement with LCC or a third party that addresses ownership of Intellectual Property, and in such cases, the terms of that agreement shall govern. LCC may also invite student participation in contests or other promotions having terms and conditions addressing ownership over Student submissions, and such terms and conditions shall govern.

g. LCC Intellectual Property.

To the extent that work described in this section constitutes LCC Intellectual Property, all right, title and interest in LCC Intellectual Property shall vest exclusively in LCC. To the extent that title to LCC Intellectual Property may not, by operation of law, automatically vest in LCC, Students involved in the creation of such LCC Intellectual Property shall irrevocably assign all right, title and interest in such LCC Intellectual Property to LCC. Students further agree to sign all assignments, declarations and/or other documents considered necessary by the College to evidence, perfect and/or record the ownership rights of the College as set forth herein. Students will not receive any payment, royalties or other financial benefit for assignment of these rights to LCC. LCC Intellectual Property may be protected by the College in its sole discretion through any means, including patenting or registration with the US Copyright Office. Unless LCC disclaims, releases or waives its ownership rights to a Student, the College shall be responsible for all costs of such protection, and Students agree to cooperate with such protection efforts.

h. LCC Trademarks

Without limiting the foregoing, all Trademarks used by or pertaining to LCC related to an item of LCC Intellectual Property or related to a program of education, service, public relations, research or training of the College, shall be considered LCC Intellectual Property, regardless of the circumstances underlying the creation of such Trademarks. The College shall publish guidelines, procedures and administrative policies regarding the proper use of its Trademarks.

3. Determination of Ownership in Intellectual Property.

The Provost (or the Provost's designee) shall have the sole discretion to determine the College's position on whether the Intellectual Property is LCC Intellectual Property or Student Intellectual Property, consistent with these procedures, LCC policies, and applicable law.

If a Student would like a written determination of whether the Intellectual Property is Student Intellectual Property or LCC Intellectual Property, such Student shall submit a written request for such determination to the Provost's designee, using such form and format as may be required from time to time. Disclosures pursuant to this paragraph shall include a description of the work comprising the Intellectual Property, the circumstances under which the Intellectual Property was created or invented, and the identity of all individuals contributing to the creation of such Intellectual Property. Within a reasonable time after receiving such written request, the Provost's designee shall provide a written recommendation to the College Provost setting forth the Student's position, with a copy provided to the Student. The Student shall have two weeks to provide a statement in writing to the Provost setting forth the Student's position. Within 60 days after receiving the initial recommendation, the Provost will take into consideration the recommendation and any statement timely submitted by the Student, will meet with the Student if appropriate, and will issue a written decision that shall be final. Failure to comply with any of the provisions of these procedures shall create a conclusive presumption of LCC's ownership of such Intellectual Property.

4. Commercialization of Intellectual Property; Distribution of Royalties.

Students may license, sell, restrict or otherwise Commercialize Student Intellectual Property without approval from or payment to LCC. Students may request that LCC pursue Commercialization of Student Intellectual Property, and if LCC determines in its sole discretion to pursue Commercialization of Student Intellectual Property, the remainder of this Section shall apply. If LCC otherwise wishes to pursue Commercialization of Student Intellectual Property, it must first obtain the permission of the Student, and upon receiving such permission, the remainder of this Section shall apply.

In the event that any revenues are received by LCC from the Commercialization of Student Intellectual Property or any patents or copyrights obtained thereon, except for student tuition and for monies received from an outside sponsor in payment for or in relation to a Sponsored Work, a Commissioned Work, or other project conducted by or for LCC, the Student or Students who created such Student Intellectual Property shall be entitled to receive not less than 50% (unless otherwise negotiated) of the net proceeds of such money royalties received by LCC. The term "net proceeds" as used in these Procedures shall mean gross profits less the cost of obtaining, and protecting the rights to such Intellectual Property including, by way of illustration and not limitation, procuring, renewing, licensing, selling, defending, and enforcing any patents, or copyrights obtained thereon.

As set forth in greater detail above, Students may not Commercialize LCC Intellectual Property. Students may, however, include reference to their contributions to LCC Intellectual Property in resumes, curriculum vitae or similar materials, provided that doing so does not disclose

confidential information regarding LCC or a third party that the Student knows or reasonably should know should be kept confidential. Students should direct questions regarding this paragraph to the Provost.

The College and/or Students may make their copyrightable works available for use by the public by designating such work as an “open educational resource” (“OER”). Creation, designation, and use of OER may be covered by separate College policies and procedures from time to time.

5. Use of Third Party Work.

Each Student who participates in the creation of Intellectual Property is responsible for his or her contribution to such Intellectual Property, including, without limitation, confirmation that his or her contribution to such Intellectual Property does not violate or infringe on any copyright or any other right of any other person, and that such Intellectual Property is not otherwise contrary to law.

IV. Responsibility

The College’s Provost is responsible for the oversight of these Procedures and the development and implementation of corresponding procedures.

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