

# POLICY ON INTELLECTUAL PROPERTY

*Italicized words are defined; please see definitions on pp. 14-18.*

## Goals:

This Intellectual Property Policy (the “Policy”) seeks to further a number of goals:

- To support the fundamental goals of Teachers College: education, research, and service to the [College community](#) and the broader world.
- To maintain the College's policy of encouraging research and scholarship without regard to potential gain from royalties or other such income and to maintain the basic right of members of the [College community](#) to write and publish.
- To encourage and reward the creativity, discovery and innovation of faculty members and other members of the [Teachers College community](#).
- To encourage the dissemination of copyrightable materials developed in the course of College activities and to make inventions developed in the course of College research available under conditions that will promote their effective use in the public interest.
- To help the College support future research and innovation, including support for developing and promoting intellectual property.
- To provide greater clarity about the rights and responsibilities of members of the [College community](#) and the College as an institution.

## Overview:

This Policy addresses the ownership and distribution of creations and inventions developed by members of the [Teachers College Community](#), including faculty, staff, students, collaborators and consultants. The term “creations and inventions” is broadly defined to include technical innovations, inventions, and discoveries, as well as writings and other information in various forms, including computer software.

The principal rights governing the ownership and disposition of creations and inventions are known as "intellectual property" rights, which are derived primarily from laws granting patent, copyright, and [trademark](#) protection.

**Patent.** A patent is a grant issued by the US Patent and Trademark Office giving an inventor the right to exclude all others from making, using, or selling the invention within the United States for a period of 20 years from the date of filing of the patent application. Patents may also be granted in foreign countries; but procedures, regulations, and terms vary considerably. To be patentable in most countries, an invention must be new, useful, and nonobvious. In the United States, a grace period of 12 months from the first written public disclosure of an invention is allowed to file a patent application. In most foreign countries, an invention is unpatentable unless the application is filed before written or oral public disclosure. However, if one has filed in the United States prior to public disclosure, the applicant has 12 months to file in most non-U.S. countries without losing filing rights.

**Copyright.** In contrast to a [patent](#) which protects the "idea," copyright covers the "expression" in the particular literary work, musical work, computer program, video or motion picture or sound recording, photograph, sculpture, and so forth, in which the "expression" is embodied, illustrated, or explained, but does not protect the "idea." Originality, in the context of copyright law, means simply that the work has not been copied, i.e., it is an independent creation. A work is "fixed" in a tangible medium of expression when its embodiment in a copy or phonorecord, physical or digital, is sufficiently permanent or stable to permit it to be perceived, reproduced, or otherwise communicated for a period of more than transitory duration.

Categories of copyrightable works include: literary works, musical works (including any accompanying words), dramatic works (including any accompanying music), pantomimes and choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings. Architectural works. 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, phono records, film, tapes, disks, or cards, in which they are embodied.

Under the Copyright Law, the copyright to a work created by a person in the course of his or her employment is [Work Made for Hire](#), which belongs to the employer rather than to the individual creator. The law provides, therefore, that works created by faculty members in the course of their teaching and research, and works created by staff members in the course of their jobs, are the property of the College. It is traditional at TC and other colleges and universities, however, for books, articles and other scholarly writings by a faculty member to be deemed the property of the author, who is considered to be entitled to determine how the works are to be disseminated and to keep any income they produce. Thus, under this Policy, TC will not assert ownership or other control over books, articles and other scholarly writings, whether in paper, digital or other forms of media yet to be developed. This approach reflects tradition and the College's commitment to encourage members of the community to write and to publish what they wish. Thus, notwithstanding the doctrine of [Work Made for Hire](#), the College disclaims ownership of [Traditional Works of Scholarship](#) created by [Faculty](#) and [Instructional and Research Staff](#) except where there is more than ordinary use of College resources, as set out in more detail below.

Work created by an administrator (including a faculty member or [Instructional and Research Staff](#) member) acting in his or her capacity as an administrator officer of administration), or by any staff member acting within the scope is generally treated as a [Work Made for Hire](#) owned by the College.

Copyright ownership in a work is separate from ownership of the tangible object in which the work is contained. For example, purchase of a book or videotape in a store does not grant the purchaser copyright ownership in the book or videotape or the right to publicly display the videotape. For more information on the use of others' copyrighted material, see [www.tc.edu/policylibrary/copyright](http://www.tc.edu/policylibrary/copyright).

Copyright in works to which the College disclaims ownership under this Policy shall be held by the creators regardless of whether the work constitutes a [Work Made for Hire](#) under

copyright law. College ownership in *other Work Made for Hire* may be relinquished only by an official of the College authorized to do so by the Board of Trustees.

Under the Copyright Act, copyright of [commissioned works](#) of *nonemployees* is owned by the author and not by the commissioning party unless there is a written agreement to the contrary. All College personnel are cautioned to ensure that independent contractors agree in writing that ownership of the commissioned work is assigned to the College, except where special circumstances apply and it is mutually agreed that the author will retain ownership.

**Trademarks.** A trade or service mark is a word, name, symbol or device (or combination) adopted by an entity to identify its goods or services and distinguish them from the goods and services of others. In the United States, trademark ownership is generally acquired through use of a term to identify origin of goods or services, although organizations can file for trademark protection based on intent to use a particular term. Trade or service mark ownership is not dependent upon federal or state registration.

This Policy constitutes an understanding that is binding on the College, its faculty, its staff, its students, and other covered individuals as a condition of their participating in College research, educational and other programs or their use of College facilities or resources. The College may require formal agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of the Policy.

This Policy includes information about:

- A. *Ownership.* How are ownership rights determined?
- B. *Proceeds.* How are proceeds of commercialized inventions/creations distributed?
- C. *Obligations.* What are the obligations of members of the College community?
- D. *Miscellaneous.* Effective date, dispute resolution, policy review and revision, etc.
- E. *Definitions.*

A. Ownership

1. In General. Standards for ownership differ between [patentable inventions](#) and copyrightable creations. Subject to the exceptions and rights of participation set out below:
  - a. Patentable Inventions. Title to all potentially [patentable inventions](#) conceived or first reduced to practice in whole or in part by members of the faculty, instructional or research staff, or staff in the course of their [College responsibilities](#) or with more than incidental use of College resources, belongs to the College, subject to the right of individual inventors to a share in any proceeds.

- b. Copyrightable Works. All rights in [copyright](#) to pedagogical, scholarly, or artistic works of [Faculty](#) or [Instructional and Research Staff](#), regardless of their form of expression, remain with the creator, except in specified cases where law or College policy require otherwise. Copyright in works of other Staff and Students depend on the context in which the work was created. Subject to exceptions set out in more detail below, the work of Staff (including student employees and students serving as funded graduate assistants, regardless of specific title) is generally treated as [Work Made for Hire](#); while the work of Students not serving as student employees or graduate assistants is generally treated as [Independently Developed Work](#).
- c. Name and marks. The College's name and marks developed by or for the College and its components belong to the College and may be used only as authorized under the College's Statutes and Policies. Any other use of the College's name in connection with an invention/work is itself use of a significant College resource, triggering an interest on the part of the College.
- d. Works and inventions that may be both patentable and copyrightable are governed by rules regarding [Patentable Works](#).
- e. [Independently Developed Works](#) and [Inventions](#). The College asserts no rights in works or inventions developed independently by Teachers College [Faculty](#), [Instructional and Research Staff](#), [Staff](#) or [Students](#). See *Definitions*. An individual who owns the rights in his or her inventions/works under this Policy, other than [Course Content or Courseware](#), may commercialize those works, without the authority or permission of the College, so long as the College's (or University's) name is not used in connection with works other than to identify the individual as an instructor at the College.
- f. Acknowledgement. When the College owns intellectual property rights in a work, it will acknowledge inventors and creators (including creators of [Work Made for Hire](#)) who have made a substantial creative contribution to the work, if the inventors/creators so request.

## 2. Copyright

- a. **Traditional Faculty Rights** - In keeping with longstanding academic custom, the College recognizes faculty ownership of [copyright](#) in [Traditional Works of Scholarship](#) created by [Faculty](#) and [Instructional and Research Staff](#) such as textbooks, other works of nonfiction and novels, articles, or other creative works, such as poems, musical compositions and visual works of art, whether such works are disseminated in print or electronically. See [Work for Hire](#) for further discussion.
- b. **College Rights** - The College asserts [copyright](#) ownership in any work of authorship that is:
  - 1. *created with [More than Ordinary Use](#) of College services, resources, or*

facilities;

2. an [\*Institutional Work\*](#) or one created or commissioned for use by the College; or
  3. created under the terms of a sponsored project where the terms of the sponsored project require that [copyright](#) be in the name of the College.
  4. created by an administrator (including a faculty member acting in his or her capacity as an administrator ), or staff member (including a student employee or students serving as funded graduate assistant, regardless of specific title)
- c. **Course Content and Courseware**. Special provisions apply to the commercialization of [\*Course Content and Courseware\*](#). *Course Content* is the intellectual content of the course, as taught at or through the College. *Courseware* is the set of tools and technologies used to present *Course Content*, and is independent of the content itself.
1. *In General*. [Copyright](#) ownership rights and control of [\*Course Content and Courseware\*](#) are governed by Copyright law and this Policy, as well as the College's [\*Conflict of Interest and Conflict of Commitment\*](#) policy, [www.tc.edu/policylibrary/conflicts](http://www.tc.edu/policylibrary/conflicts) and policies governing use of the College name. See section B.1.c, above.
  2. *Institutional Courses*. The College asserts [copyright](#) in [\*Course Content and/or Courseware\*](#) created under the aegis of a TC department, program or other entity. A Course created as a [\*Commissioned Work\*](#) is an [\*Institutional Course\*](#).
  3. *Faculty Rights*. The College recognizes faculty [copyright](#) ownership in non-institutional [\*Course Content and Courseware\*](#) created by individual [\*Faculty\*](#) or [\*Instructional and Research Staff\*](#). However, TC policies on [\*Conflict of Interest and Conflict of Commitment Policy\*](#) and use of TC's name limit the individual creator's ability unilaterally to commercialize non-institutional [\*Course Content and Courseware\*](#). TC will assert copyright ownership in such [\*Course Content and Courseware\*](#) if there is an independent basis for TC's assertion of such rights, as described in section B.2.b above.
  4. *Videotapes and Other Recordings*. The College claims ownership rights in videotapes or other recordings of all courses, and their parts thereof, made at TC expense. Ownership of the videotape or recording itself does not mean that the TC claims rights in the intellectual content presented on the tape or recording. [Copyright](#) ownership in the content is governed by the principles set forth above.
  5. *Use of Course Content and Courseware at TC*. Independent of [copyright](#)

ownership, any member of the [College Community](#) has the right to use all [Course Content and Courseware](#) he or she develops or creates in the normal course of teaching or research at TC. This right includes the right to make changes to the works and the right to distribute such works to TC students, faculty and other College personnel for teaching, research and other noncommercial College purposes.

6. *Use of Course Content and Courseware outside of TC: teaching and creation of Course Content and Courseware.* Independent of copyright ownership, a [Faculty](#) or [Instructional and Research Staff](#) may teach courses and create *Courseware* at other academic institutions as part of ordinary scholarly exchanges, including visiting professorships and guest lectures, as long as these activities remain consistent with the terms set forth in the TC [Conflict of Interest and Conflict of Commitment Policy](#), and as long as these activities do not include or allow the commercialization of any [Course Content, Courseware](#) or other teaching or research-related activities created or conducted at another institution. A faculty member may not teach any course or create any course or *Courseware* for a commercial enterprise without the approval of the Provost.
7. *Use of TC Course Content and Courseware outside of TC: commercialization.* Also consistent with TC policies on [Conflict of Interest, Conflict of Commitment](#), and use of the College name, [Faculty](#) or [Instructional and Research Staff](#) member, notwithstanding copyright ownership, may not commercialize [Course Content or Courseware](#) created or taught at TC, without the approval of the Provost.

The College will not commercialize either institutional or non-institutional [Course Content and Courseware](#) without the agreement of the [Faculty](#) member or members who created the *Course Content* or *Courseware* in question. This paragraph applies only to *Faculty* members and to others who are sole creators of non-institutional *Course Content* and *Courseware*. Where a faculty member has developed *Course Content* and *Courseware* with other members of the TC community, the College may commercialize the *Course Content* and *Courseware* with the consent of the relevant *Faculty* members.

8. *Use of TC Course Content and Courseware after departure from TC.* If a [Faculty](#) or [Instructional and Research Staff](#) member leaves the College, he or she may continue to use at another academic or not-for-profit research institution for teaching, research and other noncommercial purposes, all [Course Content and Courseware](#) he or she created or taught at TC, including both institutional and non-institutional *Course Content* and *Courseware*, provided the TC name is not used in connection with the *Course Content* or *Courseware*. A former faculty member may not commercialize any institutional *Course Content* or *Courseware*. A



former faculty member is free to make commercial use of [Independently Developed](#) non-institutional *Course Content* and *Courseware* he or she developed or created and to create new courses based thereon, provided that (i) there is no independent basis for the College's claiming rights (see B.2.b); and (ii) the TC name is not used in connection with the course. The former faculty member who owns the [copyright](#) in *Course Content* or *Courseware* accords the College the irrevocable nonexclusive right to continue using, as part of its noncommercial educational activities, all non-institutional *Course Content* and *Courseware* that has been made available by the faculty member, e.g. the syllabus and material given to students. This right includes the nonexclusive right to incorporate such *Course Content* and *Courseware* into [institutional courses](#).

3. Consulting.

- a. Under TC policy, faculty members are generally permitted to engage in outside activities an average of no more than one day a week during the period in which a faculty member is expected to provide services to the College. No use of College resources, financial support or other College personnel may be made in the course of permitted outside activities. All consulting must be consistent with the College's policies on [Conflict of Interest](#), [Conflict of Commitment](#) and use of the TC name. If a creator complies with these policies and there is no independent basis for the College's claiming rights (see B.2.b), the College will not assert rights in inventions or works resulting from such activities.
- b. Where an invention/creation is developed in part through work within the College and in part through consulting, an accommodation may be required. So far as possible, such arrangement should be made by individual agreement in advance of controversy, so far as possible, for the control of exploitation and the allocation of proceeds, if any. On occasion, such an agreement may entail an assignment, a disclaimer, a licensing (exclusive or not, with or without royalty), a particular undertaking to assist in the development or exploitation of a conception, a particular allocation of proceeds, or another specialized transaction. In order to facilitate such agreements, the College imposes a reporting requirement on members of its Community.

4. Staff. For purposes of this Policy, [Staff](#) includes all TC employees (including student employees and students serving as graduate assistants, regardless of specific title) who are not [Faculty](#) or [Instructional and Research Staff](#). [Inventions](#)/creations of [Staff](#) are additionally subject to the following rules:

- a. The work of [Staff](#) is generally [Work Made for Hire](#) and does not trigger individual rights for the *Staff member*. However, [Faculty](#) and [Instructional and Research Staff](#) inventors/creators may, with the approval of the Provost,

treat individual staff or students who have made exceptional contributions as co-inventors/creators entitled to specified shares of the proceeds due to inventors/creators under this Policy.

- b. The College makes no claim to ownership of inventions/works created by Staff members working on their own, i.e. not within the scope of an employment relationship with the College and without any use of College facilities, services or resources or of the College name.
5. Students. Inventions/creations of students are additionally subject to the following rules:
- a. The College makes no claim to ownership of inventions/works created by students working on their own, i.e. not within the scope of an employment relationship with the College and not making more than ordinary use of College resources. When a student retains copyright ownership in a thesis or dissertation or other work that must, as a matter of law or policy, be shared, the student grants TC royalty-free permission to TC to reproduce and distribute copies of the work.
  - b. Students working on a project governed by a grant or contract to which the College is a party shall be bound by the terms of that or contract.
  - c. Students hired to perform specific tasks that contribute to a creation/invention will ordinarily have no rights to ownership of that work, regardless of the source of funds from which they are paid.
  - d. Students working collaboratively with academic employees on projects that result in copyrightable work should establish their rights at the outset of their collaboration.
  - e. If none of the above relationships applies, students performing work compensated by the College are subject to the provisions governing Staff.
6. Voluntary Alternative Arrangements.
- a. A member of the College Community may, with the consent of the Provost, voluntarily bring an Independently Developed Work and Invention within this policy. Such works or inventions shall be managed like other College intellectual property.
  - b. If the College determine that it cannot, as a practical matter, effectively commercialize or continue to commercialize a work/invention subject to College ownership under this Policy, and subject to the terms of any grant or applicable agreements with third parties under which the work was created, the College will consider a request by the creator/inventor (whether or not the faculty member is at that time affiliated with the College), to transfer ownership in the work to the creator, subject to an irrevocable royalty-free



[license](#) to the College to use the work for its own [non-commercial](#) purposes. Such a request must be approved by the Provost, and will be conditioned upon the [creator/ inventor's](#) agreement to give the College a share of the Gross Proceeds, less reasonable overhead costs, of any commercialization of the work/ invention, subject to the more detailed terms of a form agreement to be prepared by the College. The College will act as expeditiously as reasonably possible in considering such requests by creators.

- c. *Making College-Owned Inventions/Works Freely Available to the Public.* If a [creator/inventor](#) of a [work/invention](#) owned by the College wishes to make a work freely available to the public, through noncommercial licensing or other means, the College, subject to the terms of any grant or applicable agreements with third parties under which the work/invention was created, will confer with the creator concerning factors including the benefits to the public of making such works freely and any advantages that might be derived from commercialization. The College will act as expeditiously as reasonably possible in making such determination and will give substantial weight to the views of the creator/inventor.

## B. PROCEEDS AND DISTRIBUTION

This distribution model applies to [Faculty](#) and [Instructional and Research Staff](#). The work of other Teachers College staff (including student employees and students serving as graduate assistants, regardless of specific title) shall be treated as “[Work Made for Hire](#),” provided however that [Faculty](#) and [Instructional and Research Staff](#) [inventors/creators](#) may, with the approval of the Provost, treat individual staff or students who have made exceptional contributions as co-inventors/creators entitled to specified shares of the proceeds due to inventors/creators under this Policy.

1. When the College commercializes an invention or work developed by members of the [Faculty](#) or [Instructional and Research Staff](#),
  - a. The [Direct Expenses](#) paid by the College shall be reimbursed from Gross Revenues, thus leaving [Adjusted Gross Revenues](#).
  - b. Twenty percent (20%) of the remaining sum shall be reserved for College administrative and legal expenses.
  - c. The remaining sum ([Net Revenues](#)) shall then be distributed as follows:
    1. **44%** to the [Inventors](#) or [Creators](#). An individual inventor or creator may allocate some or all of this share to his or her College research and innovation account. If there is more than one inventor/creator, the Inventor/Creators and Departmental shares shall be equally divided unless the Inventor/Creators agree otherwise in writing.
    2. **6%** to the [Inventors/Creators'](#) research and innovation account, for

support of the Inventors/Creators' research and innovation. This account may be used only for College research, innovation, or educational purposes designated by the developers/creators permissible under College policies. If the Inventor/Creator's affiliation with the College terminates, this account will be treated as part of the *Departmental share*, described below. For these purposes, Professor emeritus status is considered as continuing affiliation with the College.

3. **6%** to the Inventors/Creators' Department, Center or other "home entity," as determined by the Provost in consultation with the Inventors/Creators. This "*Department share*" shall be used to support the College's educational, research, and innovation purposes as more specifically designated by the department or entity. Use of these proceeds shall be determined by the duly-constituted governance structure of the home entity, including a faculty committee where appropriate, and may include further support of the work of the [Inventors/Creators](#).
4. **44%** to the College, to support the College's educational purposes.

For purposes of determining the distribution of revenues among members of the [College Community](#), [Gross Revenues](#) and [Net Revenues](#) will be adjusted to exclude any revenue sharing obligations to sponsors and joint owners.

2. When [inventors/creators](#) commercialize an [invention or work](#) after the College has transferred ownership, the College shall be entitled to a 10% share of any proceeds over a total of \$50,000 that flow directly or indirectly to the inventors/creators. The College and the inventors/creators shall enter into an agreement prior to the transfer of ownership that sets out details of this arrangement.

## C. OBLIGATIONS

1. [College Responsibilities](#).
  - a. The College, through the Office of the Provost, the Office of General Counsel and other offices as needed, and with the assistance of Columbia Technology Ventures (CTV) and other outside entities, where appropriate, will provide services, including legal services, to commercialize works covered by these licensing and revenue sharing provisions. Any decisions concerning [commercialization](#) of the work will be made in consultation with the [creators/inventors](#).
  - b. The College shall prepare and maintain records adequate to determine the distribution of proceeds as described above and establish Research and Innovation accounts, subject to the standard expense policies of the College, as needed. Balances in Research and Innovation accounts shall continue

from year to year and shall not be transferred to general College accounts unless and until the [creator/inventor](#) discontinues all affiliations with the College or agrees otherwise.

2. Responsibilities of Creators/Inventors.

- a. In order to ensure that a proper determination of ownership is made, [creators/ inventors](#) will promptly disclose to the College all [patentable and copyrightable inventions/works](#) in which the College may claim or assert rights under this Policy. Part of the disclosure by creators/inventors shall include a disclosure of the circumstances under which the invention/work was created, a description of any College resources that were used, and any financial or other relationship with a third party that might affect the College's rights in the invention/work (for example, any consulting agreements or third party funding agreements pursuant to which a work was created). If the creator is uncertain whether the College would claim [copyright](#) ownership in a work, the work should be disclosed.
- b. All [faculty](#), [staff](#), student employees, graduate students and postdoctoral fellows must sign the [College Patent](#) and [Copyright Agreement](#). In addition, non-employees who participate or intend to participate in research projects at Teachers must also sign a Patent and Copyright Agreement. A variation of this agreement has been created for individuals with prior obligations regarding the disclosure and assignment of intellectual property.
- c. [Creators/ Inventors](#) will cooperate with the College in protecting ownership and other proprietary rights in the works (for example, executing assignments to the College and any other necessary documents).
- d. [Creators/ Inventors](#) must comply with College's [Conflict of Interest and Conflict of Commitment Policy](#) [www.tc.edu/policylibrary/conflicts](http://www.tc.edu/policylibrary/conflicts) including disclosure of any potential conflicts. If the creator/inventor has any interests in a potential partner for the [commercialization](#) of the invention/work, the creator/inventor must full disclose that interest and may not negotiate on behalf of either party in connection with any agreement for commercialization.
- e. [Creators/ Inventors](#) must comply with the TC's policy on use of the College's name and mark and not use the College's name or mark other than by way of identification of the creator as a faculty member, researcher, other employee or student at the College absent written authorization from the Provost. Additionally, use of the College's name can affect TC's reputation and academic standing. Consistent with TC's general [use of name](#) policy (URL), members of the TC community may not participate in the creation or use of works that might give the impression of University sponsorship where there is none. Any other use of the College's name in connection with an invention/work is itself use of a significant College resource, triggering an

interest on the part of the College. See [www.tc.edu/policylibrary/TC\\_name\\_and\\_logo\\_use](http://www.tc.edu/policylibrary/TC_name_and_logo_use).

Similarly, if the name of the College is to be used in connection with any works created under collaborative agreements with outside entities (other than to identify the creator by his or her title at TC), such agreements must be approved in advance by the Provost.

No member of the [Teachers College community](#) is entitled to use Columbia University's name or mark without the University's consent. Teachers College cannot provide such consent except to the extent that it may authorize us of the name "Teachers College, Columbia University" or a TC mark including the Columbia name.

3. Mutual Responsibilities.

- a. The [creators/ inventors](#) and the College will cooperate with each other to further the goals of this policy.
- b. The [creators/ inventors](#) and the College will bring to the other's attention any licensing or other [commercialization](#) possibilities of which either becomes aware.
- c. The following notice should be placed on College-owned materials in order to protect the [copyright](#): *Copyright © [year] Teachers College, Columbia University. All Rights Reserved.* No other institutional or departmental name is to be used in the copyright notice, although the name and address of the department to which readers can direct inquiries may be listed below the copyright notice. The date in the notice should be the year in which the work is first published, i.e. distributed to the public or any sizable audience.

**D. MISCELLANEOUS**

1. Standing Committee on Intellectual Property. A standing committee made up of faculty members and academic administrators, with the majority of the Committee consisting of faculty members who do not hold administrative positions, shall be formed by the Provost (after consultation with the FEC) to advise the Provost regarding any issues concerning the proper interpretation of this Policy, any purposeful deviations from this Policy, and resolution of any disputes between or among creators and/or TC concerning ownership of works and what constitutes substantial use of College resources. Members of the [College community](#) may obtain advice from the Provost or his designee, who will consult with this Committee. A representative of the General Counsel's Office shall serve as counsel to the Committee.
2. Dispute Resolution. Any dispute regarding the interpretation or applicability of this policy shall be directed to the Provost, who shall be advised by the Standing Committee. Decisions of the Provost may be appealed to the President.. Decisions of the Provost and the President will be publicly available. Decisions of the President may be appealed to the Audit

Committee of the Board of Trustees by submitting a letter to the Audit Committee through the Secretary

3. Review of Policy. Three years after the effective date of this Policy, the Standing Committee on Intellectual Property shall review this Policy and its implementation, and if appropriate, recommend revisions to the Policy, including whether to conduct a subsequent review at any time thereafter. The Committee shall invite comments from other members of the College community, including any groups who are affected by the Policy but not represented on the Committee.
4. This policy was adopted by the Board of Trustees of Teachers College on March 12, 2015 and shall go into effect on March 31, 2015. It shall apply to earlier works and inventions only with the agreement of the creators/inventors and the Provost. Any member of the College Community who wishes it to apply to an earlier work or invention may contact to Provost.
5. The Board of Trustees authorizes the President and Provost of Teachers College to make corrections and modifications to this policy after consultation with the Standing Committee on Intellectual Property, provided that any material changes are promptly reported to the Board of Trustees Committees on Academic Affairs and Business and Finance.

## **E. DEFINITIONS**

<b>TERM</b>	<b>DEFINITION</b>
<i>Adjusted Gross Revenues</i>	Gross revenue less Direct Expenses.
<i>College Appointment</i>	A position with the College, whether academic or nonacademic, full- or part-time, paid or unpaid, continuing- or limited-term, including, but not limited to, academic appointments with modified titles (visiting, adjunct, etc.), affiliation appointments, and assistantship and fellowship appointments (e.g., research and teaching assistants, graduate research assistants, fellowship recipients, and training grant recipients).
<i>College Community</i>	All TC <i>Faculty, Instructional and Research Staff, Staff, Students</i> , visitors, contractors and others participating in research or other work at Teachers College.
<i>College Responsibilities</i>	Activities conducted in the course of a College Appointment, including those carried out under an externally funded grant, contract, or other type of award or gift to the College.
<i>Commercial Venture</i>	A company, limited partnership, joint venture, “start up,” or any other entity that has obtained a TC License that involves equity. Ownership of a company’s stock under the supervision of the Board Committee on Investments will not alone define a company as a Commercial Venture.
<i>Commercialization</i>	Commercialization is the process by which inventions or works are brought to market, typically through licensing them to private sector entities.

<b>TERM</b>	<b>DEFINITION</b>
<i>Commissioned Work</i>	Works of authorship are considered commissioned by the College if their creation is specifically directed by the College for its own use. Works are not commissioned if their creation is merely encouraged or casually rewarded, or if the works once created at a faculty member's own initiative are later adopted or employed by the College.
<i>Conflicts Policy</i>	Teachers College Policy on Conflict of Interest and Conflict of Commitment Policy. See <a href="http://www.tc.edu/policylibrary/conflicts">www.tc.edu/policylibrary/conflicts</a>
<i>Copyright</i>	See pages 2-4. <a href="#">COPYRIGHT</a>
<i>Course Content &amp; Courseware</i>	See pages 6-7. <a href="#">COURSECONTENT</a>
<i>Creator</i>	Any person has individually or jointly authors or creates a Copyrightable Work.
<i>Direct Expenses</i>	Expenses assignable to a specific invention or work, including costs for perfecting and maintaining patent or other intellectual property protection, marketing, licensing, and other legal actions related to the enforcement of intellectual property and contract rights. The time of College or CTV legal and general administrative staff are <u>not</u> Direct Expenses but are included in the general overhead. Where commercializing an Invention or Work requires institutional investment, the College and the Inventors/Creators will determine in advance which project-specific investments should be treated as Direct Expenses.
<i>Faculty</i>	Defined in the Statutes of the College § IV.A to include all regular "appointees of the College in active service who have the ranks of Professor, Associate Professor, and Assistant Professor."
<i>Gross Revenues</i>	Proceeds received by the College from licensing or otherwise granting rights in an Invention or Work to third parties, including license fees, royalties on sales or other usage, milestone payments and equity, but excluding research funding and other agreements for other goods, services or rights and internally generated monies, including but not limited to tuition.
<i>Independently Developed Work</i>	An <i>Independently Developed Work or Invention</i> is developed by an individual acting <u>outside</u> of the scope of their employment or assistantships at the College, with no more than incidental use of College resources. An <i>Independently Developed Work or Invention</i> cannot make use of the College's name or marks. Any use of the College's name or mark in connection with an invention/work is itself use of a significant College resource, triggering an interest on the part of the College. See <a href="http://www.tc.edu/policylibrary/TC_name_and_logo_use">www.tc.edu/policylibrary/TC_name_and_logo_use</a> .



<b>TERM</b>	<b>DEFINITION</b>
<i>Institutional Works and Institutional Courses</i>	<i>Institutional Works</i> include journals, periodicals, yearbooks, compendia, anthologies and films published by units of the College (even if the individual components do not constitute <i>Institutional Works</i> ) and works created for a specific College use. Works created by employees at the direction of the College for College purposes, such as materials for administrative use and computer software created by College programmers for use by the College, are <i>Works for Hire</i> , and the College owns the copyright in such works.  <i>Institutional Works</i> also include some works produced as a collaborative effort under the aegis of a department, program or other unit of the College, or works that are created and then developed and improved over time by a series of individuals, where authorship cannot be attributed to any one individual or group of individuals. An example of the latter would be certain kinds of software developed and then improved and updated over time by multiple creators. <i>Institutional Courses</i> are courses created as <i>Institutional Works</i> .
<i>Instructional and Research Staff</i>	For purposes of this Policy only, “ <i>Instructional and Research Staff</i> ” shall include individuals, other than <i>Faculty</i> , who are full-time lecturers, full-time instructors, post-doctoral fellows, or directors of centers or institutes and certain researchers designated by the Provost.
<i>Invention</i>	Any patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for development or application of the idea, discovery or know-how.
<i>Inventor</i>	Any person who individually or jointly with others makes an Invention and who meets the criteria for inventorship under United States patent laws and regulations
<i>License</i>	A License is a contract that awards to a party other than the owner(s) of the Intellectual Property the right to make, use, or sell the Intellectual Property. Licenses may be awarded on an exclusive or non-exclusive basis and may provide for payment of fees, royalties, or other income to the owner(s) of the Intellectual Property.
<i>Net Revenues</i>	<i>Adjusted Gross Revenues</i> revenue, less 20% reserved for administrative and legal overhead.
<i>Non-Commercial Distribution</i>	Distribution of a creation or work without remuneration to the creator or inventor.
<i>Non-Commercial Use</i>	Use in a non-profit environment, such as a state or private non-profit institution of higher education or state or private non-profit pre-K through 12 school. An individual or business’s sale of goods or services is not <i>Non-Commercial Use</i> .
<i>Ordinary Use (and More than Ordinary)</i>	College resources are to be used solely for College purposes and not for personal gain or commercial advantage, nor for any other non-College

**TERM****DEFINITION**

*Use*).

purposes. Therefore, if a creator or inventor makes *More than Ordinary Use* of the services of other College employees, resources, or facilities to create a work or invention, the College has an ownership interest in the work.

“*Ordinary Use*” is the use of resources "ordinarily available" to most or all faculty members (or, in the case of other members of the College Community, “ordinarily available” to the relevant group). Examples of “*Ordinary Use*” include routine use of libraries, one’s office and computer, the College computer infrastructure, and incidental and infrequent use of secretarial staff and supplies.

Examples of “*More than Ordinary Use*” include

- Significant use of “on-the-job” time;
- Use of College funding or of grants or contracts administered by the College;
- Use of College employees, consultants, vendors, contractors, students, post-doctoral scholars or fellows;
- Use of College Intellectual Property;
- More than incidental and infrequent use of College facilities or equipment.

*Patent*

See page 1. [PATENT](#)

*Patentable Invention*

An Invention that appear to satisfy the statutory requirements for the issuance of a patent by the patent authority of a country. See page 2. [PATENTABLEINVENTIONS](#)

*Publication*

As related to inventions and patents, a Publication is an enabling public disclosure of an Invention and may be verbal or printed. An enabling disclosure is one which will teach one skilled in the art how to practice the Invention. Printed Publications include abstracts and, in certain instances, grant proposals, funded or unfunded. A public disclosure is a non-privileged Communication to one or more individuals from outside the College community. It is important to emphasize that the issuance of a Publication may jeopardize one’s ability to secure a foreign Patent.

**TERM**

**DEFINITION**

*Sponsored Research & Other Agreements*

Grants and research contracts sponsored by the federal government are subject to statutes and regulations under which the College acquires title in inventions conceived or first reduced to practice in the performance of the research. The College’s ownership is subject to a nonexclusive license to the government and the requirement that the College retain title and take effective steps to develop the practical applications of the invention by licensing and other means. Research contracts sponsored by the federal government also provide the government with specified rights in copyrightable material developed in the performance of the research. Grants and contracts with sponsors other than the United States may also be subjects to laws or contractual terms addressing ownership, licensing and use of resulting inventions and works and well as reporting, notice and other requirements.

*Staff*

TC employees (including student employees and students serving as graduate assistants, regardless of specific title) who are not *Faculty* or *Instructional and Research Staff*. Visitors to the College who make substantial use of College resources are also considered staff for purposes of this Policy.

*Student*

Any full-time or part-time Teachers College student. A student serving as a part-time employee or a funded graduate assistant, regardless of specific title, is a Staff member for purposes of work done in that capacity.

*Trademark or Service Mark*

A trade or service mark is a word, name, symbol or device (or any combination) adopted by an organization to identify its goods or services and distinguish them from the goods and services of others. For example, both “Teachers College, Columbia University” and various representations of that name such as

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**C O L U M B I A U N I V E R S I T Y**

are protected by Trademark. Trade or service mark ownership is not dependent upon federal or state registration, but upon use of the mark. [www.tc.edu/policylibrary/TC name and logo use](http://www.tc.edu/policylibrary/TC_name_and_logo_use).

*Traditional Works of Scholarship*  
*or*

*Traditional Faculty Authorship Rights*

Notwithstanding the doctrine of “work-for-hire” and in keeping with longstanding academic custom, the College recognizes *Faculty* and *Instructional and Research Staff* in *Traditional Works of Scholarship* such as textbooks, other works of nonfiction and novels, articles, or other creative works, such as poems, musical compositions and visual works of art, whether such works are disseminated in print or electronically.

The College also recognizes the ownership of *Traditional Works of Scholarship* by other members of the College Community so long as they were created upon the initiative of the Creator (as opposed to a research sponsor or the College) and with no more than *Ordinary Use of College*

**TERM****DEFINITION**

*Resources.*

*Use of Name*

No member of the College Community may use the College's name or marks except to the extent consistent with the College's Policy on such use. See [www.tc.edu/policylibrary/TC\\_name\\_and\\_logo\\_use](http://www.tc.edu/policylibrary/TC_name_and_logo_use).

*Work for Hire*

Under Copyright Law, the copyright to a work created by a person in the course of his or her employment is *Work for Hire*, which belongs to the employer rather than to the individual creator. The law provides, therefore, that works created by faculty members in the course of their teaching and research, and works created by staff members in the course of their jobs, are the property of the College. It is traditional at TC and other colleges and universities, however, for books, articles and other scholarly writings by a faculty member to be deemed the property of the writer, who is considered to be entitled to determine how the works are to be disseminated and to keep any income they produce. Thus, notwithstanding the doctrine of [\*Work for Hire\*](#), the College disclaims ownership of [traditional works of scholarship](#) created by [Faculty](#) and [Instructional and Research Staff](#) except where there is more than ordinary use of College resources.

Work created by an administrator (including a faculty member or [Instructional and Research Staff](#) member) acting in his or her capacity as an administrator officer of administration), or by any staff member acting within the scope is generally treated as a *Work for* owned by the College.

Copyright in works to which the College disclaims ownership under this policy shall be held by the creators regardless of whether the work constitutes a work-for-hire under copyright law. College ownership in a work for hire may be relinquished only by an official of the College authorized to do so by the Board of Trustees.

Under the Copyright Act, copyright of [commissioned works](#) of nonemployees is owned by the author and not by the commissioning party unless there is a written agreement to the contrary. All College personnel are cautioned to ensure that independent contractors agree in writing that ownership of the commissioned work is assigned to the College, except where special circumstances apply and it is mutually agreed that the author will retain ownership.