Appendix J. Campus Copyright And Intellectual Property Policies

J.1. Campus Copyright Policies

CAMPUS COPYRIGHT POLICY

An ad hoc Copyright Committee was created in the summer of 1989 to discuss the Copyright Act of 1976 and the problem of educators' needs versus the rights of publishers and producers. The following concerns were discussed by the committee:

1. Problems associated with the lack of specific, practical guidance on what copying falls within fair use.
2. Rights of publishers and media producers to preserve their time and monetary investments and the needs of educators to make appropriate materials available to their students.
3. Abuses in the use of copyrighted materials which may result in legal action against individuals, departments, and institutions.
4. Ethical issues as related to the copyright law.

To inform faculty and staff of these issues and to provide direction, the following guideline series has been compiled:

1. Section J.1.1, “Copying Software” [154]
2. Section J.1.2, “Using Videotapes” [155]
4. Section J.1.4, “Audiovisual Works” [156]
5. Section J.1.5, “Photocopying Copyrighted Materials” [157]

J.1.1. Copying Software

First in the Copyright Series

You may:

1. Copy software for archival (backup) purposes.

You may not:

1. Buy some software and copy it for use by several people at the same time.
2. Buy some software and loan it to your friends, while you keep using the original copy.
3. Buy some software and sell copies of it.

Some companies allow you to:

1. Buy a single copy of software and place a copy on your computer at home and at the office, as long as both copies are not used at the same time.
2. Pay a flat fee and use the software anywhere at a given location.

3. Buy one full copy and then pay a small fee for each additional computer that will use the software.

Generally:
A good guideline on copying software is to treat it like a book. For instance, a piece of software may typically be used by any number of people and on any number of computer locations, as long as there is no possibility of its being used by more than one person at a time at different computers, just as a book cannot be read by two people at different locations at the same time.

If you have any questions, call the companies.

J.1.2. Using Videotapes
Second in the Copyright Series
You may:
1. Show a legitimate rented video once to students in a classroom, unless multiple showings are permitted in the rental agreement.

2. Show a pre-recorded videotape labeled For Home Use Only to teachers and students in a regularly-scheduled course, for instructional purposes only.

3. Copy a videotape for instructional purposes when permission has been granted in writing by the copyright holder, specifically for that purpose.

4. Retain and use legitimate copies of videotapes as authorized by the copyright holder, or as specifically permitted under the Fair Use guidelines.

You may not:
1. Show any videotape that is not a legitimate copy.

2. Retain and use an off-air recording beyond that permitted under the Off-air Recording guidelines.

3. Copy a copyrighted videotape for any reason unless approval is specifically granted in writing by the copyright holder.

4. Show a videotape labeled For Home Use Only to any group of individuals aside from a regularly-scheduled course and classroom.

5. Show in any university-related facility a For Home Use Only videotape for entertainment, recreation, or cultural values. This prohibition includes club sponsored activities or fund-raising programs.

6. Allow any individual other than the instructor and those registered for the course to view a legitimate showing of a videotape labeled For Home Use Only.

J.1.3. Off-Air Taping
Third in the Copyright Series
Guidelines for Commercial Broadcasts
You may:
1. For educational purposes, videotape a TV program and retain it for forty-five (45) consecutive days. Be sure to include the copyright notice on the recording. After forty-five (45) days the recording must be erased.
2. Show a videotaped recording twice in one course during the first ten (10) days of the retention period.

3. Hold the tape for the rest of the forty-five-day period to decide whether to seek licensing.

You may not:

1. Alter videotaped recordings from their original content or physically or electronically combine or merge videotapes to create teaching anthologies or compilations.

Guidelines for Non-Commercial Broadcasts

You may:

1. For educational purposes, videotape a program and retain it for seven (7) days.

2. Show the recording, for educational purposes, any number of times during the seven-day period.

You may not:
Show the videotape recorded off-the-air for entertainment, recreation, or cultural values, in any university-related facility. This prohibition includes club sponsored activities or fund-raising events.

Contact the TV License Center, 5447 North Ravenswood Ave., Chicago, IL 60640, in advance, for written permission concerning exceptions to these guidelines.

J.1.4. Audiovisual Works

Fourth in the Copyright Series

You may:

1. Create a slide or overhead transparency series from multiple sources as long as creation does not exceed ten (10) percent of photographs in one source (book, magazine, filmstrip, etc.), unless the source forbids photographic reproduction.

2. Create a single overhead transparency from a single page of a consumable workbook.

3. Reproduce selected slides from a series if reproduction does not exceed ten (10) percent of the work or constitute its essence.

4. Excerpt sections of a film for a locally-produced videotape (not to be shown over cable) if the excerpt does not exceed ten (10) percent of the work or constitute its essence.

5. Narrate on tape, and then duplicate, stories or literary excerpts as long as similar materials are not available for sale.

You may not:

1. Duplicate tapes unless reproduction rights were given at time of purchase.

2. Reproduce musical works or convert to another format (e.g., record to tape).

3. Reproduce commercial ditto masters, individually or in sets (including multimedia kits) if they are available for sale separately.

4. Reproduce any copyrighted AV work in its entirety.

5. Convert one media format to another (e.g., film to videotape, even though the University has purchased the film) unless permission is secured in writing from the copyright holder.

6. Salvage useful frames from a discarded filmstrip to use for personal purposes.
7. Tape the audio portion of a televised documentary for later playback.

J.1.5. Photocopying Copyrighted Materials

Fifth in the Copyright Series

You may:

1. For personal research make a single copy of a chapter, article, short story, essay, short poem, cartoon, etc.

2. Make multiple copies (one copy per student) provided that:
   a. The portion copied is brief and the copying is spontaneous.
   b. Copies will be used for only one course during one term.
   c. Only one excerpt from an author or no more than three excerpts from the same collective work or periodical volume are made during one class term.


4. Copy without restriction materials with copyright dates prior to 1906.

You must:

1. Include the full bibliographic citation on the material copied.

You may not:

1. Create your own anthology or compilations using photocopied materials.

2. Copy from works intended to be consumable in the course of study or teaching.

3. Copy to substitute for purchase of books, publishers' reprints, or periodicals.

4. Copy the same item from term to term.

5. Direct all your students to copy an item for class use.

6. Charge students for anything beyond actual costs of photocopying.

Generally:
You may write to the publisher and seek permission to copy specific materials repeatedly for your classes from term to term or to have them placed on permanent reserve at the library. Photocopying should not have a significant detrimental impact on the market for the copyrighted work. To place photocopies on reserve, please refer to the Reserve Guidelines provided by the library staff.
J.2. Intellectual Property Policy

Walla Walla University
Intellectual Properties Policy

Outline and Scope

1. Introduction
2. University Approval and Support
   a. University Approval of IP Development Using University Resources
   b. University Approval of Outside Grants
   c. University Institutional Support of IP
   d. Rights and Responsibilities re IP Development
3. Determination of Ownership
   a. IP Resulting from Normal and Customary Support
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   c. University Share of Revenues on Highly-Successful IPs
   d. Exploitation of IP Under University Aegis
   e. IP Resulting from University-Sponsored and Assigned Work
   f. IP Produced "for Hire"
   g. IP Resulting from Work Support by an Outside Agency
   h. IP Rights and Students
   i. Rights When Employee Moves to New Employment
4. Revenue Distribution
5. Dispute Resolution
6. Respecting the Right of Third Parties
7. Miscellaneous
   • Appendix A: Definitions
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1. Introduction

This Policy governs all development and creation of Intellectual Property (IP) by anyone defined as a University "Employee" pursuant to this Policy. An "Employee" may be, without limitation, a faculty member, other employee, a graduate teaching or research assistant, a visiting scientist, a researchers or a paid student, and may include individuals who are not "employees" under applicable law.

Intellectual property (IP) represents the inherent value produced by human creativity and invention, protected by law from unauthorized exploitation by others, and includes patents, copyrights, trademarks, trade secrets and other proprietary information.

Walla Walla University (the University) is a Seventh-day Adventist teaching university. Direct education of students at the post-secondary level is its primary function. However, IP development may be a product of any intellectual activity, and its pursuit and development enriches the atmosphere and intellectual climate of the University for each of its constituencies. It therefore serves as an important aspect of the fulfillment of the University's function, rather than an end to itself. This IP Policy is intended to encourage an atmosphere conducive to research and the development of IP in the context of the University's primary role as an institution of higher education and as an organization representative of the Seventh-day Adventist Church.

It is important to each constituency of the University that there is a clearly communicated, uniformly applied policy and procedure for the administration and ownership of IP generated by the activities of its faculty and other Employees. This Policy is established to assist the development and fruition of Employee's ideas within a framework of mutual trust and collegiality, and to ensure that the University's primary obligations to its students and other constituencies are protected.

This Policy reflects the following general principles:
a. The development of IP by faculty and other Employees is subject to the approval of the University;

b. Generally such IP will be owned by the faculty or other Employees who created it; and

c. In many circumstances, the University will be reimbursed the cost of direct support it provided for the creation of such IP out of one-half of the first revenues generated by such IP.

Nothing in this Policy shall be construed to overrule or ignore current law, or to reverse existing University policies regarding existing IP. This Policy supersedes and replaces all prior IP policies with regard to IP produced after its adoption.

The University may, by contract in a specific instance, agree to terms, including the allocation of IP rights between the University and one or more third parties, such as Employees and/or students, that are different from those set out in this Policy.

2. University Approval and Support

a. University Approval of IP Development Using University Resources

Each Employee must obtain prior written approval from the University for any IP development that would involve the material use of University resources, including facilities, supplies or personnel, including work by the Employee during hours of regular employment. To seek such approval, the Employee must submit a written request, containing all relevant information, to the University Vice President with immediate authority over the Employee. The terms of approval must include a specific plan for reimbursing the University the cost of all direct support, including all salaries and wages allotted to the time University personnel spend on the IP development.

b. University Approval of Outside Grants

The University anticipates that normally it will grant permission for Employees to seek outside grants and funding for IP development from agencies which:

i. Do not restrict the number and type of grant applications from a single organization;

ii. Support IP development in areas of expertise and/or desired growth in the University;

iii. Do not require reduction in Employee workload or significant re-allocation of University resources; and

iv. Do not place undue restrictions on the dissemination or publication of any and all results of the work.

Prior to submission for approval to seek such grants, the Employee will notify their supervisor, chair or dean and their immediate Vice President. Grants and funding opportunities that appeal to alumni, students, and/or any agency of the Seventh-day Adventist Church require greater due diligence on the part of the immediate Vice President and may not be approved even if they meet the foregoing criteria.

Work release time is often required for the development of IP. The following additional criteria apply to requests to seek outside agency funding requiring work release time or other significant resource contribution by the University:

i. The proposed grant must be approved prior to submission by the office of the Vice President responsible for each Employee who would be involved.

ii. Funding required for equipment or facility improvement on the part of the University must be approved prior to submission by the office of the Vice President responsible for each Employee who would be involved.

iii. The external funding organization must supply supporting salary and benefits for each Employee during work release time and, where possible, funds to the University to offset replacement personnel and/or search costs.
If the request to seek such a grant is approved, the University will engage in good faith efforts to find qualified replacement personnel for those Employees who would receive work release time.

c. **University Institutional Support of IP**

   beyond the expertise and resources of the average employee. The University may, at its discretion, offer support in the development and possible marketing of IPs in which the University will have an ownership interest. Examples of such support, when appropriate, include but are not limited to:

   i. Legal Counsel,

   ii. Publication and Commercialization contract negotiation support from experienced professionals and agents, and

   iii. Legal defense of IP rights, patents, copyrights and trademarks.

The administrative obligation for pursuing institutional support rests with the immediate Vice President, subject to approval of Cabinet.

d. **Rights and Responsibilities Regarding IP Development**

   Employees of the University are entitled to full academic freedom as defined in policy (See Section 3.1.5.1, “Ethics And Responsibilities” [44]) during the development of IPs. The developers of IPs supported in any form by the University are expected to be sensitive to all the interests defined in this section, including the Seventh-day Adventist Church. Works that may expose the University, its Employees and students, or the Seventh-day Adventist Church to negative publicity or claims of defamation and are not connected to the academic defense of ideas or artistic creation should not be performed using University facilities in whole or part. Outside activities that diminish the academic integrity or reputation of the University should be avoided. In addition, faculty, students and other Employees should, when using the internet, social media, or any other media, always give careful thought to the nature and character of the work they are creating, publishing, communicating or posting, and should avoid creating, publishing, communicating or posting work that is potentially libelous, slanderous or disparaging, obscene, profane, or objectionable.

   Use of University facilities for Commercial Activities Deeper than Consultancy requires prior Cabinet approval and contractual compensation at a fair market price to the University for all facility and resource use.

   **Procedure for Early Notification and Reporting of Intellectual Properties**

   University Employees who intend to develop IP subject to this Policy for commercial gain shall notify the office of the responsible Vice President prior to (i) any publication or dissemination of such IP; (ii) preparation of an application for patent, copyright or trademark protection regarding such IP; (iii) drafting, negotiation or execution of a license or assignment document regarding such IP, or (iv) any other preparation for commercialization of the IP. Works developed and intended to be published or distributed from the University or with substantial use of University facilities are also subject to this notification requirement.

   However, publications of manuscripts such as commercial monographs, textbooks, or articles in academic periodicals, collections and conference proceedings, are not subject to this notification requirement.

   **Compliance with Ethical Standards**

   In the development of any IPs, an Employee is expected to conform to high ethical standards. Appendix 2 lists some of the ethical standards relevant to IP development. An Employee should take care that in all commercial activities the Employee takes with them the name and ethical code of the University. Employees on leave without pay or during unpaid summer months continue to represent the University in the eyes of the public. During these times, therefore, Employees are still required to request approval from their supervisor for involvement with commercial enterprises deeper than consulting.

   **Execution of Necessary Documents:**

   In general, an Employee shall execute all documents necessary to management of IP by the University consistent with this Policy as a condition of the Employee's employment at the University.
3. **Determination of Ownership**

This section details individual and University ownership rights in IP according to the level of support and type of work performed. At any time, the University may determine at its discretion that it is not in its best interests to accept, develop or pursue ownership rights in any IP. If so, then the University will notify concerned Employees of that determination.

a. **IP Resulting from Normal and Customary Support**

Except as provided in this paragraph and in paragraph III.C, the University shall have no ownership interest in IP clearly resulting from personal or private work and developed by an Employee, without more than Normal and Customary Support as defined in this Policy. Instead, when an Employee develops IP using Normal and Customary Support from the University, all rights in the IP shall belong to that Employee.

b. **IP Resulting from Faculty Grants or Other Direct University Support**

Except as provided in paragraph III.C, when an Employee who is a faculty member develops IP from work supported by Faculty Development grants or other direct university support, then all rights in the IP shall belong to the faculty member(s) developing that IP. However, the owner(s) of the IP shall pay half of all net revenues derived from that IP to the University until the University has been reimbursed the amount of that Faculty Development Grant, plus and/or the reasonable, allocated cost of all direct support provided by the University, as calculated by the University.

c. **University Share of Revenues on Highly-Successful IPs**

In the event that Employee develops a "Highly-Successful IP" which is covered by either paragraph III.A or B and which is defined in this paragraph III.C, then, in addition to the reimbursement due to the University under paragraph III.A or B, the owner(s) of the IP shall pay half of all net revenues in excess of $500,000 over any five-year period derived from that IP to the University. A "Highly-Successful IP" means (1) one or more related IPs (2) that generate, over a five-year period, in the aggregate more than $500,000 in net revenues. For example, for purposes of this paragraph, the following constitute "related IPs":

i. All editions of a textbook.

ii. Multiple patents for what is functionally one device or process, or related devices or processes.

d. **Exploitation of IP under University Aegis**

Employees and students may voluntarily offer IPs developed through Normal and Customary Work to the University for the possible securing of a patent or copyright and for subsequent developing, processing and exploitation under University aegis. If the University accepts such an offer, the Employee shall assign her/his rights to the University and shall thereafter receive seventy-five percent (75%) of the net profits if any (defined as the amount received by the University, less its costs) derived from any exploitation of the patent or copyright, unless the parties agree to a different percentage. This policy shall be applied in compliance with all applicable state and federal law.

e. **IP Resulting from University Sponsored and University Assigned Work**

i. **Wholly University Supported**

IP resulting from research and creative work wholly supported by University funds shall be the property of the University. The developers of such IPs shall confirm the University's ownership by assigning their rights to the University and shall execute any and all other documents as required to enable the University to protect and manage those rights. Developers specifically responsible for works of IP or significant parts thereof shall be entitled to receive a share of the net profits (defined as the amount received by the University, less its costs) derived from any commercial exploitation of the IP in proportion to their involvement. That total share is determined according to the schedule included in the procedures under Distribution of Revenue.

ii. **Multiple Funding Sources**

IP resulting from research and creative work supported by an outside agency or agencies, and with University support, shall be governed by the relevant provisions, if any, of the agreement with the sponsoring
agency and the University. Unless otherwise agreed to the contrary, the University shall be entitled to the usual and customary percentage of revenues necessary to cover its costs, including institutional overhead.

f. IP Produced "for Hire"
The University shall be the sole owner of any IP created as a work done "for hire," and may make such disposition of such IP as it may choose.

g. IP Resulting from Work Supported by an Outside Agency
IP resulting from research and creative work supported by an outside agency or agencies shall be governed by the provisions of the agreement with the sponsoring agency. In the absence of such provisions the IP rights shall be determined in accordance with this policy. Unless otherwise agreed to the contrary, the University shall be entitled to the usual and customary percentage of revenues to cover its institutional overhead.

h. IP Rights and Students
i. Coursework Assignments
IPs (including senior projects, writings, software programs, artworks, etc.) produced by a student or students as a result of general coursework assignments are the property of the student or students. Assignments requiring multiple students to participate are the property of those students who must decide for themselves their relevant rights in that IP.

ii. Mentor-guided Projects
IPs produced as the result or by-product of the guided supervision of a mentor on a specific project, where the student is being paid by funds from a mentor's research grant, are the property of the mentor. Such work arrangements should also be documented in a separate written agreement between the mentor and student(s).

iii. Theses
The original records (including software) of an investigation for a graduate thesis or dissertation are the property of the University but may be retained by the student at the discretion of the student's major department and faculty mentor. The University shall have, as a condition of degree award, the royalty-free right to retain, use and distribute a limited number of copies of the thesis, together with the right to require its publication for archival use.

i. Rights when Employee Moves to a New Employment
When an Employee moves to new employment, the University shall enter into a technology administration agreement ("TAA") with the new employer to enable the orderly administration of rights related to any IP created by the Employee and owned by the University. The University will retain all rights to commercialize or otherwise license the IP, and rights in improvements created at the new employment will be determined in accordance with the new employer's IP policy.

4. Revenue Distribution
Scope and Intent for the Distribution and Sharing of Net Revenues:
As noted above, in many circumstances the owner(s) of IP shall pay half of all net revenues derived from that IP to the University until the University has been reimbursed the allocated cost of all direct support provided by the University, as calculated by the University. That "direct support" shall include the cost of material staff time for secretaries or other staff members whose time is used in connection with developing the relevant IP, the cost of supplies, a customary and reasonable charge for the use of facilities. When direct support from the University is minimal, the University shall not be entitled to any reimbursement. An Employee's own salary, or use of his/her own office and office computer, shall not be deemed "direct support" for which the University is entitled to reimbursement. The University shall not be entitled to any reimbursement for IP created or developed by an Employee working without the use of university resources and working outside the reasonable time commitments of the Employee's University position or during a vacation or sabbatical.

In all cases where one party has an obligation to share revenues with another party, the collection of and accounting for all revenue is the duty of the party exploiting the IP. Where the University is entitled to recoup costs, then the University shall be responsible for calculating the costs due to it.
If two or more Employees share in the creation or development of IP, each Employee shall share equally in the revenues from that IP, unless all such Employees have previously agreed in writing to a different distribution and have notified the University in writing thereof.

When the University is entitled to a share of revenues, the party exploiting the IP shall no less often than once each calendar quarter, and within 30 days of the end of that quarter, provide the University with an accounting of the revenues received during the prior quarter, along with payment of that portion of the revenues due to the University. All amounts received by the University shall go into its general fund.

Any party shall have a right to audit the calculations by, and any payments due from, the other party, the cost of such audit to be paid by the party conducting the audit.

5. Dispute Resolution
Any disputes involving the University and one or more Employees regarding this Policy or otherwise regarding IP shall be subject to this dispute resolution provision.

First, the parties to the dispute shall attempt to resolve the dispute informally through negotiation. Second, if they cannot resolve the dispute through negotiation, they shall consider whether it would be productive to attempt to resolve the dispute through mediation.

Finally, if the parties cannot resolve the dispute informally, then they shall submit the dispute to binding arbitration. Arbitration shall be held in Walla Walla, Washington and shall be heard by one arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be selected as follows. If the University is a party to the arbitration, the University shall submit the names of five qualified proposed arbitrators, and the other party(ies) to the dispute shall select one arbitrator from that list. If they do not select one arbitrator, then the University shall have the right to select one of the five to be the arbitrator. If the University is not a party, then the party that did not submit the dispute to arbitration shall submit the names of five qualified proposed arbitrators, and the other party(ies) to the dispute shall select one arbitrator from that list.

6. Respecting the Rights of Third Parties
The University is committed to respecting and observing the intellectual property rights of third parties, whether under copyright, trademark, patent, trade secret, or other applicable laws. It is critical that at all times faculty, students and other Employees make sure that they do not use or incorporate into their work text, images, video, or any other material incorporating intellectual property belonging to others, without first obtaining all necessary permission, and without providing all appropriate credits. Any time a faculty member, student, or other Employee communicates or posts text, images, or video on the internet or using social media, they are responsible for ensuring that they have first obtained all necessary permissions and that they provide all proper credit. If there is any doubt about whether any such material may be used, a faculty member, student or other Employee should refrain from using the material until that doubt is resolved, and should seek guidance from their supervisor.

7. Miscellaneous
For IP developed before the adoption of this policy, the Employee(s) has (have) the option to (1) continue under the policies and agreements existing at the time of he/she undertook the work that led to the creation of the IP, or (2) submit a written request to the University to have his/her/their work approved and governed by this Policy.

Appendix A: Definitions
The following definitions apply to certain terms used in this Policy.

a. Intellectual Properties (IPs):
Intangible properties protectable as to ownership under the laws of patent, copyright, trademark, or trade secret.

i. Patenable Inventions
An invention may be a design, process, code, biological material, or device that shows novelty, usefulness, and non-obviousness. A patent is a contract between the inventor and the government to allow the inventor
exclusive rights to make, sell, or use the invention for a definite period of time. For further information about patents, refer to the U.S. Patents and Trademarks Office at US Patents and Trademarks Office.

ii. **Copyright-Protected Material**

Copyright-Protected Material includes but is not limited to

A. scholarly material,
B. educational material,
C. art works,
D. film, video or other media productions,
E. musical compositions, and
F. dramatic and nondramatic literary works.

For further information, refer to the U.S. Copyright Office at Library of Congress Copyright website for further information.

iii. **Trademarks**

Trade or service marks are words, phrases, symbols or designs and colors that in specific combination identify and distinguish one entity or its products from those of others. They are registered with the United States Patent and Trademark Office. Refer to US Patents and Trademarks Office for more information.

iv. **Trade Secrets**

A "trade secret" is information, including a formula, program, device, method, technique, or process that: (i) derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

b. **Employee:**

"Employee" is defined under this Policy as including any person receiving compensation for service, or any person volunteering services for the benefit of, the University, whether or not that person is deemed an "employee" for wage or hour or other employment law purposes. Employees shall include, but not be limited to, faculty, administrative and professional personnel, exempt and classified staff, staff assistants, and all other student employees. "Faculty" shall be defined as permanent and temporary teaching, research, service, extension, library, graduate teaching and research assistants, visiting scientists, and researchers. Students are not considered employees unless and to the extent to which they are hired by the University for specific tasks.

c. **Normal and Customary Supported Works:**

Those works developed with no more than the normal support provided to employees and students of the university: general computer support, email, library resources, office space, secretarial support, laboratory use as part of a regular instructional experience, etc. The use of these resources that are ordinarily available to any employee in their defined duty to the University shall be regarded as normal and customary support. The University will not construe the provision of personal office, departmental facilities, library, laboratory, word processing, data processing, or computation facilities, or the payment of salary, as solely of themselves constituting more than "Normal and Customary Support".

d. **University:**

Walla Walla University

e. **University-assigned Works:**

Those works that are explicitly out of the norm of regular duties as per job description and practice. They are the result of a specific and temporary re-assignment for an employee. In general, the University will have supported this work by reassigned time, special funding of equipment, etc., and such support will be documented in a
specifically negotiated agreement/contract. Such assignment does not fall under the category of "other duties as assigned" as referred to in many employees' job descriptions.

f. University-sponsored works:
Works resulting almost wholly from University support of equipment, facilities such as laboratories or media production studios, supplies, etc., that are beyond that which would be defined as normal and customary. As a general rule, such works would rely heavily on the expertise and/or facilities provided by the University.

g. Works-for-hire (corporate authorship):
Works qualifying as "works made for hire" under the Copyright Act of 1976, as amended, codified at 17 U.S.C. 101 as well as manuscripts, software, patent-able inventions or creations, or other materials produced by persons whose primary employment by the University is specifically to produce such works (e.g., graphic designers, marketing personnel, television producers). Controversies which arise under this distribution are subject to arbitration as defined in this Policy.

h. Outside Agency Funding and Work:
Outside Work is work which involves external (outside agency) sources of funding and/or compensation. In this policy three distinctions are made: IP development resulting from consultancy, from external grant funding, and from commercial involvement.

i. Consultancy
Consultancy is compensated work performed for any entity other than the University which is of limited scope and short-term duration - usually less than two years, and is engaged in without impact on time or workload at the University.

ii. External Funding of IP
External Funding of IP is work done for the benefit of an external agency and/or for the production of specific IP. It may impact workload and time at the University.

iii. Commercial Involvement Deeper than Consultancy
Work performed for a for-profit entity which involves substantial time and constitutes an at-risk financial stake for the employee. Managerial duties to an outside agency will also be taken to constitute Commercial Involvement Deeper than Consultancy.

i. Net Revenues
"Net revenues" are defined as gross revenues, derived by a WWU faculty member from a particular intellectual property product, less actual costs for legal, patent, copyright, and licensing related fees and expenses, compensation to sponsors and consultants pursuant to prior agreements, reimbursement of state funded incremental costs, and other expenses incurred during the intellectual property, commercialization, and production process.

Appendix B: Ethical Standards
In particular but not exclusively, the following standards apply:

a. The Employee discloses the full nature of his personal involvement and compensation from any external funding or consultancy to the office of their immediate Vice President and it is not objected to on ethical grounds. Controversies arising from decisions are resolved according the arbitration process detailed in this Policy.

b. Any funds the Employee receives for IP development are accounted for at the responsibility of the Employee. Records are kept with the Financial Administration Accounting Office. The Employee or any commercial interest in which the Employee stands to profit, or any relative of the Employee, may not act as the vendor of any supplies or equipment purchased with such funds. The University receives a copy of the final accounting at the office of the supervising Vice President.

c. In consultancy the Employee may consult outside of their official duties only if all of the following are true:

- the outside consulting is bona fide and work under the engagement is actually performed;
• the outside consulting is neither within official University duties nor under one's supervision;

• the outside consulting does not involve assisting others in transactions with the University in which the employee has participated;

• the outside consulting is not for an organization or person from whom the law prohibits receipt of gifts;

• the outside consulting is not under a grant or contract created by the University employee; and

• the outside consulting is not one which results in the unauthorized disclosure of confidential information or unapproved transfer of University intellectual property.

d. In Commercial Activity Deeper Than Consultancy the University has the responsibility to evaluate carefully the benefits and costs of its employee's deeper involvement. All employees must disclose to their immediate Vice President any involvements with such enterprise. The following activities trigger a more in-depth review:

• Extensive consulting with a for-profit business venture, with a start-up company, with a company in a developmental phase, or with prospective investors in any of these;

• Ownership of substantial equity in a commercial enterprise that carries on activities closely related to the employee's area of academic work;

• Holding of a line management position in a commercial enterprise;

• Participation in the day-to-day operations of a commercial enterprise; or

• Assumption of a key, continuing role in the scientific and technical effort of a commercial enterprise.

In submitting requests to pursue such activity the Employee shall disclose fully the following aspects of the affiliation

• Nature of the relationship

• Short and long-term commitment of time and effort;

• Financial aspects, including the extent of compensation, equity, and indirect and/or potential economic value;

• Expected benefit to the enterprise; and

• Expected benefit to the employee and to the University.

In evaluating such requests the Vice President, seeking necessary input from supervisors, chairs and deans, shall consider the following items:

• There should be prospective benefits to the employee and the University, especially in the context of teaching, research, and public service.

• The relationship should not interfere with the employee's primary obligation to his or her University appointment, nor should it undermine the morale or academic integrity of the University. There should be no conflict of interest as defined in University rules.

• There must be no anticipated distortion of academic programs or student direction. Special attention must be given to protecting the intellectual property of students.

• There must be free access to the results of all research conducted at the University.
• Holding of a line management position, participation in day-to-day operations within a commercial enterprise, or assumption of a key, continuing role in the scientific and technical efforts of a commercial enterprise should not be approved for full-time faculty, librarians, or other academic personnel. The only condition under which the employee might normally remain at the University while carrying out such activities is if his or her appointment is reduced by a fraction consistent with the level of activities. Even in such circumstances, however, the employee's ethical obligations to the University and responsibilities under the University policies remain undiminished>