

## **Intellectual Property Memorandum**

As part of the application process, an intellectual property agreement needs to be signed and submitted by all recipients named on a project proposal at the time a proposal is submitted. The following document written by Polley McClure, Vice President, Office of Information Technologies explains the rationale for an agreement about intellectual property rights as they may relate to the work produced within the Faculty Innovation in Teaching program.

### **Memo**

To: Applicants for Faculty Innovation in Teaching Program

From: Polley Ann McClure, Vice President, Information Technologies

Subject: Intellectual Property Agreement

Date: February 23, 2009

The purpose of this memo is to put in place an agreement about intellectual property rights as they may relate to the Faculty Innovation in Teaching Program.

Faculty members (or other academic staff who may be named as awardees) and Cornell University will each have a non-exclusive ownership interest in works developed under this Program. This is a departure from the typical university practice of asserting University ownership of materials developed under university-sponsored programs contributing direct financial support and other university resources.

The general intent is to allow both the University and the faculty members involved to freely use materials developed for educational purposes. External uses (e.g. agreements with other entities, such as outside publishers) will, as a practical matter require discussion among all parties to the project because no one will hold exclusive rights.

Each faculty member named on your proposal (as well as other academic staff who may be named as awardees) should submit an individual copy of the agreement which follows this note. The submitted agreements should then be submitted as part of your application.

If you have any questions about the agreement, please contact Tracy Mitrano (tbm3@cornell.edu, 4-3584), Policy Advisor, Office of Information Technology.

**2009 Memo of Understanding Regarding Intellectual Property Rights**

The University and individual faculty members (or other academic staff who may be named as awardees) shall enjoy joint, non-exclusive rights over any copyrighted material produced with the resources provided by these Faculty Innovation in Teaching program. "Joint rights" means that both the University and the individual faculty member or members own the work ; "non-exclusive rights" means that any party can use the property without permission of the other party. The parties will have control over their names and whether they are used in conjunction with any future versions of the product.

If either party chooses to pursue a business venture, the party desiring to pursue the business venture should so inform the other parties. This will trigger a process of negotiation between the parties to determine the fair distribution of any revenues. In the absence of an agreement, the default distribution will be 50% to the University and 50% to the individual faculty members. The University's share of any revenues will be deposited to a specific fund deployed in the service of assisting faculty in the use of technology to improve courses. The fund will be administered by the Office of information Technologies (OIT) and the School of Continuing Education and Summer Sessions (CESS).

Signatures:

Awardee	Date	Vice President, Information Technologies
		Dean, School of Continuing Education and Summer Sessions

Proposal Title: \_\_\_\_\_

Principal contact: \_\_\_\_\_

Is this a college or FABIT proposal, please check?  FABIT  College

If this is a college submission, please note the college: \_\_\_\_\_