Article [x]. Intellectual Property 1 2 Section 1. Purpose 3 The parties to this agreement believe that the public interest is best served by creating an intellectual 4 environment whereby creative efforts and innovations can be encouraged and rewarded, while still 5 6 retaining for Oregon Tech and its learning communities reasonable access to, and use of, the 7 intellectual property for whose creation Oregon Tech has provided assistance. 8 9 Oregon Tech supports the development, production, and dissemination of intellectual property by its faculty members. 10 Section 2. Definitions 11 12 In this article, the term "Copyright" shall be understood to mean that bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later 13

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- All patentable inventions made by a faculty member in connection with their assigned duties and/or
- 39 by the use of Oregon Tech's facilities shall be considered the property of Oregon Tech under the
- 40 following circumstances:

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- 1. Wholly the property of Oregon Tech if the person or persons responsible for the invention was employed by Oregon Tech specifically for that purpose. His/her contract of employment shall so indicate.
- 2. To the extent specified in the contract of employment or a separate agreement between Oregon Tech and employee relating to a specific work assignment.
- 3. To the extent recommended by the Associate Provost of Research and approved by the President if research or endeavors directly resulting in the discovery or development of the invention or marketable product involved significant use of Oregon Tech time, materials, property, or facilities. Oregon Tech time, materials, property, or facilities paid for from funds administered by Oregon Tech.

Under all other circumstances individual employees are free to P[.Tc -0.004 Tw 11.04 -0 0 1115C / &u Trlshe 53 © 7

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- 79 learning and other electronically deliverable course materials. Further the member who develops
- such materials as the sole creator shall retain full editorial control over and intellectual property
- rights to the content and shall be the sole judge as to whether or not course materials over which
- he/she has such control and rights shall be offered electronically. In no case should it be understood
- or construed that individual faculty members have intellectual property rights to individual courses
- or to the curriculum as a whole, but only to the content.
- If a faculty member develops a copyrightable work but the faculty member decides to assign the
- 86 copyright to Oregon Tech and Oregon Tech accepts the assignment, the royalties and other income
- 87 from the copyright will be distributed in accordance with the specific agreement made during the
- 88 transfer of copyright.
- 89 Section 5. Teaching Materials
- Material created for ordinary teaching use in the classroom and in department programs, such as