

**SOUTH FLORIDA STATE COLLEGE
ADMINISTRATIVE PROCEDURES**

PROCEDURE NO. 1160

TITLE: MATERIALS PRODUCED BY EMPLOYEES

BASED ON POLICY: 1.16 INTELLECTUAL PROPERTY

OFFICE OF PRIMARY RESPONSIBILITY: VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

I. Purpose:

To encourage the production of materials by employees of the College and to describe the conditions under which intellectual property rights are protected

II. Procedure:

Realizing that the College is judged to a great extent by the professional ability of its personnel, the administration wants to encourage the production of written and electronic resources and products such as journal articles, textbooks, syllabi, tests, manuals, course materials, computer programs, multi-media resources, online courses, and any other education- or instruction-related materials that have an educational value. Accordingly, the following conditions shall apply:

- A. Any such materials or products as described above that are developed or produced by an employee for a purpose other than producing revenues or such materials that have no potential for producing revenues shall be the property of the developer regardless of whether or not the developer used College duty time and provided that substantial resources are not used, except as follows:
 - 1. Materials and products developed as a part of the employee's job duties or assignments, e.g., multi-media products developed by the webmaster, eLearning, or IT staff, and those materials or products for which the College has paid the employee, shall be the property of the College and may not be taken by the employee or used without the permission of the College upon termination of employment.
 - 2. Should a product or material not developed or intended for producing revenues become marketable, the employee shall enter into an agreement with the College to clarify conditions of ownership and the sharing of proceeds.

- B. The College shall claim ownership rights to such materials or products as described above that are developed by an employee for the purpose of producing revenues (royalties, sales, fees, or other revenues) or such materials that have the potential for producing revenues and are produced partially or totally on College time and/or developed with substantial College resources and/or with the assistance of other College employees during their duty time. The employee shall enter into an agreement with the College to clarify conditions of ownership and sharing of proceeds.
- C. The agreement between the employee and the College shall identify the percentage of College time and/or substantial resources to be used, the conditions under which both parties may use the materials and the sharing of the net revenues. The agreement shall be developed as follows:
1. The employee shall work with the vice president for administrative services to develop the agreement. The president shall approve and sign all agreements.
 2. The percentages of ownership rights shall consist of an agreed upon estimate of the employee duty time and the substantial resources of the College used in the development.
 3. The substantial resources used shall include any College employee's time other than the producer's and such College equipment/resources used in the production of the materials/products. The vice president for administrative services shall use the percentages above in calculating the percentages of ownership of the materials/products in the agreement. These percentages shall determine the distribution of the net revenues (royalties, fees, sales, or other revenues).
 4. The agreement shall be valid for a period of five years or for two years after the employee leaves the employment of the College, whichever comes first.
 5. During the term of the agreement, the employee has the right to use the materials/products; make adaptations, correct errors, update/modify the materials; distribute or transmit them; perform them; reproduce them; use the materials in the development of future materials; and the right of "first refusal" to make changes when the College determines that changes are needed.
 6. The agreement shall state the extent of use of the materials/products by other employees of the College.
 7. The agreement shall indicate that the College has a royalty-free use of the materials/products under the life of the agreement.

8. The College shall not use the materials/products for the purpose of displacing the employee who produced it.
9. The employee who produced the materials has the right to take creative credit.
10. The agreement shall state the extent and use of logos and other identifying marks or titles of the College.
11. The employee shall be responsible for all costs and hold the College harmless in the case of any legal action taken against the employee related to protecting the copyright, trademark, or patent for the materials/products.
12. The College shall be responsible for its acts of negligence to the extent provided under sovereign immunity limits within Florida statutes.
13. No changes to the agreement other than those agreed to in writing between the College and its employee related to the materials/products shall be implied or inferred.

HISTORY: Last Reviewed: 10/15/18

Adopted: 9/1/89

Reviewed: 11/07/06, 01/30/09, 10/15/18

Revised: 1/22/02, 2/17/09