

**WILLIAM JAMES COLLEGE, INC.**  
**INTELLECTUAL PROPERTY POLICY**

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**WILLIAM JAMES COLLEGE, INC.**  
**INDEX TO INTELLECTUAL PROPERTY POLICY**

Part A – Introduction, Application, and General Principals .....	1
Section 1.    General Guidelines for any Questions. ....	1
Section 2.    Introduction and Disciplinary Cautions. ....	1
Section 3.    General Rules.....	2
Part B – Intellectual Property Committee and Dispute Resolution .....	3
Section 4.    Intellectual Property Committee.....	3
Section 5.    Dispute Resolution.....	4
Part C – Guidelines for Educational Use of Works Subject to Copyright.....	4
Section 6.    General.....	4
Section 7.    Additional Requirements for Face-to-face Teaching Activities. ....	5
Section 8.    Additional Requirements for Online Courses.....	6
Part D – Library Copyright Compliance and Course Reserves .....	7
Section 9.    Background.....	7
Part E – Intellectual Property Ownership .....	7
Section 10.    Tabular Summary of Part E. ....	7
Section 11.    Disclosure of Intellectual Property. ....	8
Section 12.    Joint Works .....	9
Section 13.    Ownership of Intellectual Property .....	10
Section 14.    Intellectual Property Limited Usage Licenses. ....	11
Section 15.    Intellectual Property Marketing and Revenue Sharing .....	12
Section 16.    Agreements with Consultants. ....	14
Section 17.    Protection of Intellectual Property .....	14
Section 18.    Use of College Trademarks. ....	15
Part F – Miscellaneous Provisions and Definitions .....	15
Section 19.    Miscellaneous Provisions.....	15
Section 20.    Definitions.....	16

## **PART A – INTRODUCTION, APPLICATION, AND GENERAL PRINCIPALS**

Capitalized terms are defined in Section 20.

### **Section 1. General Guidelines for any Questions.**

(a) This Intellectual Property Policy (“Policy”) applies to every member of the College Community. The College desires to provide guidance on the proper use of Intellectual Property, the creation and ownership of Intellectual Property, and commercialization of Intellectual Property.

(b) For questions about the ownership of, or rights to, Intellectual Property developed by Faculty, Staff, or Students, or any member of the College Community please see the table at Section 10 and consult the IP Committee.

(c) It should be noted that a member of the College Community may wear more than one hat depending on the situation. For example, a Student who is also employed by the College in a research role will be deemed to be a Student under this Policy when not engaged in such research role, but as Staff when fulfilling the research duties. All members of the College Community should be conscious of the role they are filling at any time as it is affected by the Policy.

### **Section 2. Introduction and Disciplinary Cautions.**

(a) This Policy acknowledges that there are laws in place to protect the creative spirit of those who make various Works and the Intellectual Property in or governing those Works. College also recognizes that it and members of the College Community may themselves create Works and other forms of Intellectual Property and should have their rights protected. This Policy seeks to balance the rights and responsibilities of the College and its Faculty, Staff, and Students in order to create an educational environment that respects the rights of others and encourages the development and dissemination of knowledge in the field of psychology.

(b) This Policy was developed to reflect various laws applicable to Intellectual Property including, without limitation, the Copyright Act, and to enable the College to comply with its contractual obligations to its collaborators, sponsors, and funding sources. This Policy is designed to provide guidance to the College Community so that the College Community can ensure that they and the College do not violate any laws applicable to Intellectual Property and otherwise respect the various rights of the owners of Intellectual Property. The College Community is encouraged to undertake further research of the laws applicable to Intellectual Property and to consult with the librarian or IP Committee as described in Section 1.

(c) Compliance with this Policy is a condition of employment and continued employment for all Faculty and Staff, is a condition of enrollment and continued enrollment for all Students and is a condition for Use of College Facilities for all Visiting Participants. When requested by the College, each member of the College Community will sign an acknowledgement that the member agrees to be bound by this Policy.

(d) Failure of Faculty, Staff, or Visiting Participant to abide by this Policy or any laws applicable to Intellectual Property will result in disciplinary action including any action up to and including termination as deemed appropriate by the College.

(e) Failure of Students to abide by this Policy or any laws applicable to Intellectual Property will result in disciplinary action including any action up to and including expulsion as deemed appropriate by the College.

(f) In addition to any disciplinary action which might be taken by the College against a member of the College Community as described above, any breaches of the laws applicable to Intellectual Property could result in severe and costly civil and/or criminal penalties including, damages, court costs, and legal fees.

### **Section 3. General Rules.**

(a) It is a breach of this Policy for any member of the College Community to use Intellectual Property not owned by such member without legal or contractual permission, including, without limitation, any uses described in this Policy and as applied to: (i) a Permitted Work, (ii) a Limited Use Work, or (iii) a Restricted Work.

(b) It is a breach of this Policy for any member of the College Community to engage in conduct that could reasonably be expected to interfere with or overcome technological measures used by owners of Intellectual Property to prevent retention or copying of Intellectual Property, or to prevent unauthorized access or dissemination of Intellectual Property. Without the prior written consent of the owner of the Intellectual Property, no member of the College Community shall amend or remove any copyright, trademark, or other notice from Intellectual Property and shall not provide false or misleading copyright, trademark, or other notices about Intellectual Property, or about the ownership, licensing, or use thereof.

(c) It should be noted that use of Intellectual Property in an educational setting is NOT automatically permitted or fair. Strict guidelines for educational use must be always met in order to avoid a breach of this Policy and applicable laws. The specific guidelines set forth in Part C are deemed to be permitted and fair for the purposes of this Policy. While the use of Works in accordance with the guidelines of Part C will not subject the member of the College Community to disciplinary action by the College, this Policy is not binding on third party owners of Intellectual Property who or which may interpret applicable laws differently and who are free to pursue legal action without reference to this Policy.

(d) Three principles inform the treatment of Intellectual Property within the College Community: (i) the ownership of Works as created by members of the College Community as defined in Section 13(b); the attribution of Creators of Works as defined in Section 13(g) and Section 14(c); and (iii) the library's management of copyrighted Works as defined in Section 9(a).

## **PART B – INTELLECTUAL PROPERTY COMMITTEE AND DISPUTE RESOLUTION**

### **Section 4. Intellectual Property Committee.**

(a) An Intellectual Property Committee (“IP Committee”) is hereby established as an ad hoc committee of the College.

(b) Unless specifically reserved to the President or any other person as designated by the President, the IP Committee shall (i) review Intellectual Property matters and make recommendations to the President which matters may include recommendations as to the ownership of a particular item of Intellectual Property determined in accordance with the principles of this Policy; (ii) assist in identifying educational needs of the College Community and others related to compliance with Intellectual Property policies and guidelines; (iii) advise the President on appropriate ways to address those needs; (iv) regularly review the operation of this Policy and make recommendations to the President for change when needed; (v) provide advice to members of the College Community regarding the use of Intellectual Property; (vi) make all decisions regarding the authority of the College to Market in any manner any Intellectual Property owned or co-owned by the College, or licensed to the College; (viii) determine whether any Intellectual Property is Course Work, Directed Work, Educational Work, Field Work, Joint Work, Sponsored Work, Work for Hire, or none of such works; (ix) determine whether there has been Use of College Facilities in connection with any Intellectual Property; and (x) make any other decisions for the College under this Policy.

(c) The President shall appoint all members of the IP Committee each to hold such membership at the discretion of the President. The College’s vice president of academic affairs is designated as chair of the IP Committee; if this position is vacant, the President shall appoint the chair of the IP Committee. Members of the IP Committee shall hold such position until removed or replaced by the President. Members of the IP Committee who, for any reason, cease being Faculty, Staff, or a Student shall, effective as of the last date on which such member was Faculty, Staff, or a Student, be deemed to have ceased being a member of the IP Committee.

(d) Meetings of the IP Committee may be called by the President, the chair of the IP Committee, or any two (2) other members of the IP Committee. Notice of the meeting shall be given by the person or persons calling the meeting to all other members of the IP Committee at least seven (7) calendar days prior to the meeting except in cases of urgency. Notices of meetings shall be delivered in a manner described in Section 19(a). Notice of any meeting may be waived by members of the IP Committee each in their discretion.

(e) Members of the IP Committee may attend meetings in person, by telephone, or by video or online conferencing means. Quorum for a meeting of the IP Committee shall be the attendance in person, by telephone, or video or online conferencing means of a majority of the members of the IP Committee. At any meeting at which a quorum is established, any proposed action or recommendation of the IP Committee shall require the vote of a majority of the members in attendance. Any action by the IP Committee may be taken without a meeting and formal vote if a written consent thereto is signed by a majority of the members of the IP Committee and filed with the records of the meetings of the IP Committee. The chair of the IP

Committee shall designate a person, whether a member of the IP Committee or any other person who is Staff, to act as the secretary for the meeting and to record the proceeds and resolutions of the meeting.

(f) The President and the chair of the IP Committee shall each be permitted to invite Creators and other persons to attend, and speak at, meetings of the IP Committee.

(g) The IP Committee may, from time to time, delegate some of its duties under Section 4(b), including advisory duties under clause (v) of Section 4(b) to other persons, including, without limitation, the College's librarians. Notwithstanding any other provision of this Policy, any decisions of delegates are subject to review and override by the IP Committee.

### **Section 5. Dispute Resolution.**

(a) This Policy shall guide the College and the College Community with respect to all Intellectual Property.

(b) When an Intellectual Property issue is presented to the IP Committee, the IP Committee shall review the matter, prepare a record of its review, and forward its recommendation and the record to the President. The President's decision on the Intellectual Property issue shall be final and binding on the Creator of such Intellectual Property, the College, and the College Community and shall not be subject to any grievance, complaint, or appeal right or procedure.

(c) If Intellectual Property issues arise in the course of a College committee's (other than the IP Committee), department's, or panel's review or hearing in which non-Intellectual Property issues are under consideration, the applicable committee, department, or panel shall refer the Intellectual Property issues to the IP Committee, which shall then make a recommendation to the President. The President shall send a decision on the Intellectual Property issue to the original committee, department, or panel which will incorporate the President's decision into the overall decision or recommendation of such committee, department, or panel.

(d) Any submissions or appeals to the IP Committee by the College Community shall be in writing and submitted to the chair of the IP Committee. Decisions of the IP Committee and of the President regarding any dispute with or among any of the College Community shall be rendered in writing and communicated in writing.

## **PART C – GUIDELINES FOR EDUCATIONAL USE OF WORKS SUBJECT TO COPYRIGHT**

### **Section 6. General.**

(a) As noted above, the use of copyright protected Works in an educational setting is not automatically permitted or fair. While the use of copyright protected Works in accordance with the guidelines of this Part C will not subject any of the College Community to disciplinary action by the College, this Policy is not binding on third party owners of Intellectual Property who or which may interpret applicable laws differently and who are free to pursue legal action without reference to this Policy.

- (b) The College Community may, at any time, use and copy Works for which they own the copyright.
- (c) For copyright protected Works which have been legally posted online by a member of the College Community, the College Community is free to provide links to the sites where such copyright protected Works can be found.
- (d) For any Work for which the member of the College Community does not have copyright ownership, such member of the College Community must either obtain written copyright permission from the copyright owner or authorized licensor for use of such Work or must determine if use of copyrighted Work is permitted under section 17 U.S. Code § 107 of the U.S. Copyright Act. If a copyright protected Work is a Permitted Work, then the College Community may use and copy the Permitted Work without restriction. If a copyright protected Work is a Limited Use Work, then the member of the College Community may use and copy the Limited Use Work only within the bounds of any applicable license or other legal right. If a copyright protected Work is a Restricted Work, then the member of the College Community may use and copy the Restricted Work only in compliance with Section 7 and Section 8.
- (e) With respect to Section 6(c) and Section 6(d), each member of the College Community should note that the College may have, or be able to obtain, a license to use or copy a copyright protected Work for educational purposes. In addition, there may be other reasons why a copyright protected Work has become a Limited Use Work and can be used subject to certain conditions. Such reasons may include the doctrine of “fair use.”
- (f) The College librarian and IP Committee shall retain the right to make a determination on the status of any copyright protected Work. The determination shall be made in writing to the member of the College Community requesting the determination; no use of the subject copyright protected Work may be made until the determination is released. The decision may be appealed only to the IP Committee. Such appeal shall be in writing and such writing shall describe the Work, the portion of the Work the member of the College Community wishes to use, the number of copies which the member of the College Community wishes to make, and the reason for disagreeing with the decision. The IP Committee shall consult with the member of the College Community making the appeal and with the librarian as the IP Committee deems appropriate, in its sole discretion. The decision of the IP Committee on any appeal shall be final. No use of the subject Work may be made by the College Community pending the written adjudication of any appeal by the IP Committee.

### **Section 7. Additional Requirements for Face-to-Face Teaching Activities.**

- (a) Certain face-to-face teaching activities qualify for a specific exception to the restrictions on use of a Restricted Work. The display of a Restricted Work by the College Community in the course of face-to-face teaching activities is permitted only if all of the following limits are respected:
- (i) while the Faculty and Students do not actually have to see each other, they must be simultaneously present in the same general place (classroom or area of building): this means that remote teaching activities by broadcasts or via the Internet would not be permitted (but see Section 8 for online courses);

- (ii) non-Students should not be present at the time of the face-to-face teaching activities; and
- (iii) the display must be by Faculty or Students, or, if technical assistance is required for the display, by Staff, but not by third parties.

**Section 8. Additional Requirements for Online Courses.**

(a) While providing an online course, the College Community may transmit any of the following online:

- (i) the display of a portion of a Restricted Work which portion is comparable to that which is typically displayed in the course of a live classroom setting – the librarian must be consulted as to whether the portion is or is not comparable;
- (ii) the performance of a nondramatic literary work or musical Restricted Work;
- (iii) the performance of reasonable and limited portions of any other Restricted Work,

only if all of the following limits are respected:

- (A) the online transmission is made by, at the direction of, or under the actual supervision of Faculty as an integral part of a class session;
- (B) the online transmission is directly related and of material assistance to the teaching content of the online course;
- (C) the online transmission is made solely to Students enrolled in the online course and who have accessed the course only after entering a unique user identifier and personal password;
- (D) a notice is provided that the Restricted Work is subject to copyright protection; and
- (E) technological means are used to prevent (I) the retention of the Restricted Work for longer than the online classroom session and (II) unauthorized copying or dissemination of the Restricted Work by the Students.

(b) For the purposes of ensuring compliance with Section 8(a)(E), Faculty should consult with Staff or the IP Committee for guidance and confirmation that the technological means are in place and active.



## **PART D – COPYRIGHT COMPLIANCE AND COURSE RESERVES**

### **Section 9. Background.**

- (a) Unless additional assistance is required, each member of the College Community is responsible for determining the permissible use of a copyrighted Work pursuant to this Policy. The librarian may provide training and information about copyright laws and guidelines to support the College Community in making such determinations. In addition, the library subscribes to an Annual Academic Copyright License that allows the College Community the freedom to share select copyright content from journals and books for which subscriptions have not otherwise been obtained.
- (b) Each member of the College Community shall respect all Intellectual Property laws applicable to the collection and archives including, without limitation, section 108 of the US Copyright Act.
- (c) Subject to any limits on the use and copying of copyright protected Works, copyright protected Works may be placed on electronic course reserve by Faculty. Works, the copyright of which is owned by a member of the College Community, may be placed on reserve by that member. Faculty can post their own Works for which they are the copyright holders (e.g. lecture notes and presentations) on the College’s Learning Management System.
- (d) Items that specifically cannot be placed on course reserve include, but are not limited to, Consumable Works, materials belonging to other libraries, and materials printed from the internet. Members of the College Community can provide links to sites from which such materials may be legally obtained.

## **PART E – INTELLECTUAL PROPERTY OWNERSHIP**

### **Section 10. Tabular Summary of Part E.**

The provisions of Section 11 through Section 14 are summarized in the table below. Allocation of ownership of Intellectual Property in the chart below applies to every member of the College Community, including to any person that Created Intellectual Property with Use of College Facilities.

Type of Work	Disclosure Required	Ownership	Usage License
Course Work	By Students – No  By Faculty – Under the circumstances described in Section 11(c).	Student who Created the Course Work shall own the Course Work	College Usage License
Directed Work	Yes	College	None unless agreed by College
Educational Work	Yes	(a) College if Created with the Use of College Facilities	If Creator is Faculty, then Faculty Usage License
		(b) Creator if Created without the Use of College Facilities	College Usage License
		(c) College if created by Staff	None unless agreed by College
Field Work	Yes	Jointly owned by College and Creator	Joint Ownership Rights
Joint Work	Yes	College and non-College co-Creators in accordance with Policy and United States intellectual property laws	Non unless agreed by College
Sponsored Work	Yes	College, unless otherwise determined by agreement	None unless agreed by College
Work for Hire	Yes	College	None unless agreed by College

**Section 11. Disclosure of Intellectual Property.**

- (a) Members of the College Community shall disclose the Creation of each Disclosable Work. Such disclosure must be made in writing to the IP Committee at the College’s mailing address as defined in Section 19(b) and must include the following:
  - (i) a copy (in physical, electronic, analog, or digital form as appropriate) of the Disclosable Work or, if such is not practical, a detailed description of the Disclosable Work;
  - (ii) the circumstances under which the Disclosable Work was Created;

- (iii) the details of the participation, if any, of any other individuals in Creating the Disclosable Work, including their names, contact information, and affiliation with the College and any party other than the College;
  - (iv) details of the College's facilities, resources, and funds that were used in Creating the Disclosable Work;
  - (v) details of the facilities, resources, and funds of any other person or entity that were used in Creating the Disclosable Work;
  - (vi) copies of any grants from, or agreements with, third parties related to the Disclosable Work;
  - (vii) description and source of any materials, information, data, or other Works or Intellectual Property used in Creating the Disclosable Work and that are not owned by the College (including if owned by the member of the College Community submitting the disclosure);
  - (viii) any proposed use or distribution of the Disclosable Work, including possible Marketing plans; and
  - (ix) any other details relevant to the determination of the ownership and licensing of, and other rights to, the Disclosable Work.
- (b) Failure to promptly disclose a Disclosable Work to the IP Committee shall create a rebuttable presumption that such Disclosable Work is owned by the College.
- (b) If any member of the College Community is uncertain whether any Intellectual Property Created by such member should or should not be disclosed to the IP Committee, the Intellectual Property should be disclosed.
- (c) Students are not required to disclose Course Work to the IP Committee. In the event that any Faculty learns that any Course Work Created by a Student and that was reviewed by such Faculty is being Marketed, licensed, or otherwise commercialized in any manner, such Faculty shall promptly advise the IP Committee in writing of the circumstances and, if possible, provide a copy of such Course Work to the IP Committee.

## **Section 12. Joint Works.**

- (a) In the event that any member of the College Community Creates a Disclosable Work in conjunction with one or more persons who are not members of the College Community (a "Joint Work"), then such member must submit a disclosure of such Joint Work and the Joint Work will be treated as a Disclosable Work. Ownership of Intellectual Property Created by members of the College Community is governed by this Policy, including ownership of any interest in a Joint Work. Ownership of the Intellectual Property by the person(s) who is/are not subject to this Policy will be determined in accordance with United States intellectual property laws. The disclosure must include the same information as any other Disclosable Work and the following additional information:

- (i) the names, employment information, positions held or role in connection with the Joint Work of each non-College co-Creator;
- (ii) a breakdown of the work to performed by the member of the College Community and each of the persons identified as non-College co-Creators of the Disclosable Work;
- (iii) details of the Use of College Facilities, if any, used in Creating the Disclosable Work;
- (iv) details of the facilities, resources, and funding, if any, contributed by the non-College co-Creator(s);
- (v) copies of any grants or agreements binding the non-College co-Creator(s) related to the Disclosable Work; and
- (vi) any other details relevant to the determination of the ownership and licensing of, and other rights to, the Disclosable Work.

Non-College co-Creators are the Creators of the Disclosable Work who are not members of the College Community.

(b) The IP Committee shall review all disclosures of Joint Works. The IP Committee shall make recommendations to the President regarding the possible ownership and licensing of any Joint Work. The President or IP Committee will determine whether to enter into a joint ownership agreement with the other owner(s) of the Joint Work. Any such agreement will be subject to terms and conditions as determined by the President or IP Committee in their sole discretion.

### **Section 13. Ownership of Intellectual Property.**

(a) Notwithstanding any other provision of this Section 13, Trademarks shall be owned by the College and nothing herein shall be deemed to grant a license to any person or entity, whether within or without the College Community, to use any Trademark except as provided in (i) a written license agreement between the user and the College executed by an authorized officer of the College or (ii) Section 18(b).

(b) The College shall, and hereby does, own, and each member of the College Community hereby assigns to the College, all of such member's right, title, and interest, in all forms and formats, in any and all media, and throughout the world, in the Intellectual Property in and to each of the following Works, including without limitation, all registrations, applications, rights to register, rights to apply, rights to enforce and defend, and rights to all royalties and payments relating to such Intellectual Property (subject to Section 15):

- (i) all Directed Work;

(ii) all Educational Work Created by Staff or Created with the Use of College Facilities;

(iii) all Sponsored Work;

(iv) all of member's interest in Joint Work;

(v) all Work for Hire;

(vi) all Field Work that is not under subcategory (ii) or (v) of this list; and

(vii) any other Work Created with the Use of College Facilities.

(c) The member of Faculty who created any Educational Work without the Use of College Facilities shall be deemed to own such Educational Work and the copyright therein, subject to the College Usage License.

(d) The Intellectual Property in and to Field Work shall be jointly owned by the College and each member of the College Community who is a Creator of such Intellectual Property. Each Creator's ownership interest will be dictated by U.S. intellectual property law and College's ownership interest shall be pursuant to this Policy. To give effect to College's joint ownership in such Intellectual Property in the Field Work, each member of the College Community who is a Creator of any Field Work hereby assigns to the College an equal, undivided joint ownership interest in such member's right, title, and interest, in all forms and formats, in any and all media, and throughout the world, in the Intellectual Property in and to each and all of such member's Field Work, including, without limitation, all of the equal undivided right to registrations, applications, rights to register, rights to apply, and rights to enforce and defend, and rights to receive royalties and payments derived from such Intellectual Property in the Field Work (subject to Section 15).

(e) Each member of the College Community agrees to enter into, execute, and deliver any assignment or similar documents evidencing and, if necessary to effect the terms of this Policy, assigning the ownership of Intellectual Property by the College as requested, from time to time, by the College.

(f) If there are multiple Creators for any Intellectual Property and such Intellectual Property is determined to be owned by such co-Creators, those co-Creators shall determine amongst themselves their relative ownership rights.

(g) Notwithstanding any provision of this Section 13, Creators are free, without prior written permission, to make factual statements regarding their creation or authorship of any Intellectual Property such as "authored by \_\_\_\_\_".

#### **Section 14. Intellectual Property Limited Usage Licenses.**

(a) Nothing in this Policy shall be deemed to grant any license rights to Educational Works created by Staff, to Sponsored Works, or to Work for Hire unless specifically provided in this

Policy or in any written agreement between the College and the Creator of such Educational Work created by Staff, Sponsored Work, or Work for Hire.

(b) College Limited Usage License. For Intellectual Property in or to the types of Work identified below that the College does not own or jointly own, the College has, and the Creator of each such Work who is a member of the College Community hereby grants to the College, a non-exclusive, perpetual, irrevocable right to the Intellectual Property in and to such Work, including the right to sublicense, to practice, use, make, distribute, reproduce, make derivatives of, display, and perform, for the purposes of education and scholarship (including For College Purposes), exhibition, accreditation, development, alumni relations, promotion, as examples of Work Created by members of the College Community, and for inclusion in College's permanent collection and/or archives, including the right to Market such Works in furtherance of any of the foregoing purposes.

Works that are subject to the College Limited Usage License are:

- Course Work
- Educational Work if the Creator did not make Use of College Facilities to Create the Educational Work

(c) Faculty Limited Usage License. For Intellectual Property in or to Educational Work Created by a Faculty member with Use of College Facilities, the College grants such Faculty member a non-exclusive, perpetual, irrevocable right to such Intellectual Property Created by such Faculty member to distribute, display, perform, and otherwise use reproductions of, and make derivative works based on, such Intellectual Property for noncommercial educational and scholarly purposes, as examples of their own work, and for purposes of exhibition.

(d) Rights in Joint Works. For each Joint Work and all other jointly-owned Intellectual Property, which includes Intellectual Property in Field Work, for which the College is a co-owner with one or more members of the College Community, each owner of such jointly-owned Intellectual Property will have the right to Market such owner's interest in the Intellectual Property without the consent of the other owner(s). Section 15(g) addresses allocation of revenues and payments generated from Marketing jointly-owned Field Work. All other allocations of revenue and payments derived from jointly-owned Intellectual Property will be separately agreed on by the co-owners.

(e) Nothing in this Section 14 is intended to interfere with rights available under the fair use doctrine of the U.S. Copyright Law.

## **Section 15. Intellectual Property Marketing and Revenue Sharing**

(a) In those situations where the College Markets Intellectual Property that is subject to this Policy:

- (i) The College will make reasonable efforts to work with the Creators to determine an appropriate strategy for commercializing the Intellectual Property.

- (ii) If Creators provide a reasonable business plan, the College would be willing to consider licensing the Intellectual Property to the Creators as individuals or as companies.

(b) If the College licenses the Intellectual Property (or otherwise makes commitments relating to the Intellectual Property, such as an option to negotiate a license), the College may receive payments in exchange for such license or commitment (all such payments, “Revenue”). If the College receives Revenue in exchange for licensing the Intellectual Property, the College will share Revenue with the members of the College Community who are Creators of the licensed Intellectual Property as follows:

- (i) The College will retain an amount to fully reimburse all unreimbursed costs and expenses incurred by the College in connection with protecting, licensing, enforcing, and defending the Intellectual Property, including any legal and Marketing costs.

- (ii) If the College anticipates that it will incur ongoing costs and expenses related to the Intellectual Property, the College may hold back a portion of Revenues to cover future expenses.

- (iii) If the Intellectual Property is a Joint Work, the College will share Revenue with the joint owner(s) in accordance with the College’s agreement with the other owners or as required by law.

- (iv) 30% of the remaining Revenue will be distributed to the members of the College Community who Created the Revenue generating Intellectual Property. Payments will be made only to a U.S.-based bank and according to a schedule as determined by the IP Committee.

(c) If any Revenue-generating agreement includes Intellectual Property from more than one Disclosed Work the College has the right, in its sole discretion, to reasonably allocate the Revenue under the agreement between or among the licensed Intellectual Property. Revenues will be distributed to the applicable Creators based on the allocation of Revenue among the licensed Intellectual Property. Members of the College Community may bring any concerns to the IP Committee as provided in Section 5.

(d) The Creators’ portion of Revenue will be distributed equally among all Creators of the Intellectual Property for which they are a named Creator unless the IP Committee receives a different allocation in writing signed by all of the Creators of such Intellectual Property.

(e) If the College receives any equity from any licensee, the College shall hold the equity in its own name and on its own behalf. If, and only if, the College receives cash payment in exchange for the equity, the College may, in its sole discretion, allocate the cash, or any portion of it, to the members of the College Community who are Creators of the licensed Intellectual Property.

(f) A Student who Created Course Work shall have the right, in such Student’s sole discretion at any time, to use, sell, or license the use of the Course Work anywhere in the world, subject to Section 14 and other applicable parts of this Policy. If the Student receives payments

in exchange for any license or commitment relating to the Course Work (all such payments, “Course Work Revenue”), such Student shall account for, and pay over to the College, seventy percent (70%) of all such Course Work Revenue. Student shall ensure that any purchaser or licensee of all or any right or license in such Course Work shall, as a condition precedent to such purchase or license, agree in writing to be bound by the terms and conditions of this Section 15(f) and shall deliver such writing to the College.

(g) A member of the College Community who Created any Field Work shall have the right, in such member’s sole discretion at any time, to use, sell, or license the use of the Field Work anywhere in the world, subject to the College’s co-ownership interest in the Field Work and this Policy. If such member receives payments in exchange for any license or commitment relating to the Field Work (all such payments, “Field Work Revenue”), such member of the College Community shall account for, and pay over to the College, seventy percent (70%) of all such Field Work Revenue. The member of the College Community shall ensure that any purchaser or licensee of all or any right or license in such Field Work shall, as a condition precedent to such purchase or license, agree in writing to be bound by the terms and conditions of this Section 15(g) and shall deliver such writing to the College.

#### **Section 16. Agreements with Consultants.**

(a) In the event the College proposes to hire any person as an independent contractor or consultant and any Work or other Intellectual Property is expected to be generated by that contractor or consultant, such person shall not be retained by the College unless (i) there is a written agreement between such person and the College and (ii) such written agreement includes a provision pursuant to which such person irrevocably assigns to the College all rights, title, and interest in any such Work or other Intellectual Property.

(b) All written agreements described in Section 16(a) shall be approved by the IP Committee or by any individual or individuals designated by the IP Committee at any time or from time to time. A copy of each written agreement described in Section 16(a) shall be provided to the IP Committee.

#### **Section 17. Protection of Intellectual Property.**

(a) With respect to any Intellectual Property, the owner of such Intellectual Property, as determined by this Policy, shall be solely responsible for protecting, asserting, and/or registering such Intellectual Property, in owner’s sole and absolute discretion. Nothing herein shall require any person to register Intellectual Property: the owner of such Intellectual Property may decline to apply for registration.

(b) To the extent that the Creator owns any Intellectual Property under this Policy, the College shall reasonably cooperate with the Creator in the preparation, filing, and maintenance of any registrations applicable to such Intellectual Property. To the extent that the College owns any Intellectual Property under this Policy, the Creator of such Intellectual Property shall reasonably cooperate with the College in the preparation, filing, and maintenance of any registrations applicable to such Intellectual Property.



(c) The College recognizes that, from time to time, members of the College Community who own Intellectual Property may desire that the College assist with the protection, commercialization or other dissemination of the member-owned Intellectual Property. If the IP Committee determines it is consistent with the mission of the College, the College may agree to assist on terms and conditions to be negotiated on a case by case basis with the member of the College Community who is making the request. Negotiations will be made on behalf of the College by the President or the chair of the IP Committee, or any designee. Such terms may include, among other things, the requirement that the Intellectual Property ownership is assigned to the College and revenue earned in connection with the Intellectual Property is shared with the College.

(d) For any Disclosable Work Created by a member of the College Community that is an invention which is or could be eligible for protection under patent laws then, pending a determination of ownership of such Disclosable Work by the IP Committee, the Creator of such Disclosable Work shall keep such Disclosable Work confidential until such time as a patent application is filed on such invention or the IP Committee releases the Disclosable Work from restrictions.

#### **Section 18. Use of College Trademarks.**

(a) Except as specifically permitted in Section 18(b), the College Community may not use the College's Trademarks for any reason without the prior written permission of an authorized officer of the College.

(b) Notwithstanding Section 18(a), members of the College Community are free, without prior written permission, to make factual statements regarding their current or past affiliation with, studies at, or employment by William James College or Massachusetts School of Professional Psychology.

### **PART F – MISCELLANEOUS PROVISIONS AND DEFINITIONS**

#### **Section 19. Miscellaneous Provisions.**

(a) All notices shall be in writing and sent to the most recent address or email address on file for the recipient. If any member of the College Community is no longer at their last address provided to the College, the College has no obligation to take any additional measures to contact such member. Notice shall be deemed received for all purposes (i) when received by the recipient if sent by hand delivery or by a prepaid messenger or nationally recognized courier service; (ii) five (5) Business Days after mailing if sent by prepaid first class mail; or (iii) one (1) Business Day after transmission by electronic mail if no undeliverable notice is received by the sending party. In the case of illegible or otherwise unreadable electronic transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected parts until recipient provides notice of the successful transmission.

(b) For purposes of notice to the College, the address to be used shall be One Wells Avenue, Newton, Massachusetts 02459, Attn: President.

(c) For purposes of notice to any member of the College Community, the College shall be permitted to use the address, or email address in its records for that person. It shall be the responsibility of each member of the College Community to ensure that the College has up-to-date contact information for that member and any changes shall be communicated to the College by giving written notice in the manner described in Section 19(a) above.

(d) This Policy may be changed at any time and from time to time by the College by posting a new version online. No change to the Policy will affect the ownership or licensing rights to any Intellectual Property which was disclosed to the IP Committee by any member of the College Community prior to the date of the change of the Policy. No change to the Policy will affect the ownership or licensing rights to any Course Work which was submitted by a Student to any Faculty in the course of a Program prior to the date of the change of the Policy.

## **Section 20. Definitions.**

(a) College means William James College, Inc. and all of its institutes, centers, departments, divisions, and other units including, without limitation, The Dr. Leon O. Brenner Center for Psychological Assessment and Consultation (“Brenner Center”) and The Behavioral Health, Equity, and Leadership in Schools program (“BHELS”).

(b) College Community means all Faculty, Staff, Students, and Visiting Participants, and any person who makes Use of College Facilities, each of the foregoing is a “member of the College Community.”

(c) Consumable Work is a Work which is intended to be consumed or used up in the course of study or teaching including, without limitation, workbooks, testing protocols, exercise sheets, test booklets. or other similar items.

(d) Course Work means any Intellectual Property in or to a Work created by a Student solely as part of participation in such Student’s Program.

(e) Creator means any one or more members of the College Community who Create a significant contribution to any Intellectual Property.

(f) Create (“Creates” “Created”) means the act or process of creating, developing, discovering, inventing, reducing to practice, and/or authoring Intellectual Property.

(g) Directed Work means Intellectual Property in or to a Work that is (i) specifically funded or Created at the direction of the College, (ii) created as a specific requirement of employment with the College, or (iii) Created pursuant to an assigned College duty that may, for example, but need not, be included in a written job description or an employment agreement, including, in any case of (i), (ii), or (iii), Intellectual Property in Works Created outside of the College premises. For the avoidance of doubt, Directed Work does not automatically include Intellectual Property created simply because the College expects that Faculty will endeavor to publish materials they Create.

(h) Disclosable Work means any Work that is Created by a member of the College Community for which ownership of the Intellectual Property in such Work is subject to this Policy.

(i) Educational Work means any Intellectual Property in or to a Work Created for educational purposes by a member of the College Community to be used at, by, or through the College, including, without limitation, for use in any Program, but excluding Intellectual Property Created solely by the Creator for the Creator's own scholarly, literary, or professional purposes unrelated to the College.

(j) Faculty means any person appointed by the College to a full-time, part-time, adjunct, or visiting faculty or teaching position including tutorial and research assistants and interns and also including guest lecturers for the period of their appearance or service. For purposes of this Policy, "Faculty" is deemed to include individuals who provide services or consulting to third parties through, for, or in connection with the College.

(k) Field Work means any Intellectual Property in or to a Work Created by a member of the College Community that (i) deals with or relates to any of the fields in which the College is providing educational services including, without limitation, psychology, applied psychology, counseling, and criminal justice, and (ii) which was Created making any Use of College Facilities. Field Work does not include any Educational Work, Directed Work, Sponsored Work, Course Work, or Work for Hire.

(k) Intellectual Property means all protectable rights, tangible and intangible, in any Work, including, without limitation, patent, copyright, know-how, trademark, service mark, trade dress, and data rights.

(l) IP Committee means the Intellectual Property Committee established pursuant to this Policy.

(m) Joint Work has the meaning ascribed to it by Section 12(a).

(n) Limited Use Work means any copyright protected Work for which any of the following apply:

(i) the College has a license to use the Work, but use may be made only within the limits of that license;

(ii) the release or distribution of Work to the member of the College Community includes the grant of a license, such as through a "click through" or through a Creative Commons license, that permits the member of the College Community to use the Work for the member's purposes; or

(iii) the IP Committee has otherwise provided written permission for use, but only within the limits of such written permission.

(o) Market (Marketing, Marketed) means to advertise, market, sell, license, sub-license, publish, or otherwise commercialize any Intellectual Property in any Work Created by any

member of the College Community, directly or indirectly through any other person or entity. “For College Purposes” means any Marketing of a Work by, through, or for the College to be used by or on behalf of the College for or in any of its Programs or by or for any Faculty or Staff in performing any services or consulting in furtherance of the College’s charitable mission.

(q) Permitted Work means any copyright protected Work for which any of the following apply:

(i) the Intellectual Property legal protections applicable to such Work have expired, become unenforceable; or

(ii) the owner of the Intellectual Property in the Work has permitted free and unrestricted use of the Intellectual Property.

(r) President means the President of the College or, if so designated in writing by the President, the President’s designee, which designation may be for a specific or open period of time and may be for certain or all purposes under this Policy as the President determines, and which designation may be revoked or changed by the President in writing at any time.

(s) Program means any course, class, curriculum, seminar, lab study, educational program, event, or other scholarly or educational activity of any kind offered, provided, sponsored, administered, or funded, in whole or in part, by the College, whether on or off the College premises, including provided remotely through any medium.

(t) Restricted Work means any copyright protected Work other than a Permitted Work or a Limited Use Work.

(u) Revenues has the meaning under Section 15.

(v) Sponsored Work means any Intellectual Property Created using funds or other consideration supplied under a contract, grant, or other arrangement between the College and a third party, including, without limitation, pursuant to a contract between the College and an outside agency, firm, or other institution under which funding or other consideration is provided to the College for the purpose of supporting research, educational, or creative activities at the College.

(w) Staff means any person who is not Faculty who is hired by the College. Students who are hired by the College to perform tasks that are outside of the role of Faculty will be deemed to be Staff for purposes of applying this Policy to any Intellectual Property developed by such Student in performance of employment by the College.

(x) Student means any individual enrolled in any Program, full-time or part-time, regardless of whether the individual receives financial aid from the College or from outside sources, including, without limitation, individuals enrolled in continuing education courses offered by the College. Any Faculty or Staff who enrolls in any Program will be deemed a Student of such Program for purposes of applying this Policy to any Intellectual Property developed by such person through participation in such Program.

(y) Trademarks means (i) the College's legal name, namely, William James College, Inc. and any name or abbreviation of any of its Programs, centers or institutions; (ii) the College's trade names, namely, William James College and Massachusetts School of Professional Psychology; (iii) any acronym, abbreviation, or modification of anything described in (i) or (ii) of this paragraph; (iv) designs incorporating anything described in clauses (i), (ii), or (iii) of this paragraph; (v) the WJ crest logo; and (vi) any other trademark, service mark, or trade dress used by the College from time to time to identify the source of its goods or services, whether or not registered with any governmental authority.

(z) Use of College Facilities means any use of College facilities, resources, personnel, funding or funding administered through the College, or any performance of any obligation on behalf of the College or under any contract to which the College is a party, including, without limitation, computer resources, office or communication resources, library resources, Staff, Faculty, or Students in connection with the creation of the subject Intellectual Property. A reduction in teaching hours or employment responsibilities to accommodate the creation of Intellectual Property shall be deemed to be the Use of College Facilities. Creators wishing to avoid Use of College Facilities must make arrangements to do so before Creating any Intellectual Property. This provision is not intended to override any other departmental or College policy concerning reimbursement for the usage of any such facilities or personnel.

(aa) Visiting Participants means any individual who performs any research, scientific, or academic endeavors, excluding Students, that make Use of College Facilities.

(bb) Work means any work or tangible embodiment of art, music, authorship, invention, know-how, discoveries, materials, ideas, data, data sets or analyses, protocols, outcomes of any kind, reports, and any creative or scholarly writings, in any media including text, digital, written, displayed, saved, stored, or shown and for use, display or distribution in any format, including, without limitation, online, cloud-based, analog, and digital. Work includes, without limitation, any book, article, journal, paper, course material, workbook, test and exam questions and answers, compilations of data, musical composition, musical score, lyrics, audio recording, dramatic work, play, motion picture, video, and video recording, software, applications (including web-based and mobile), and designs.

(aa) Work for Hire means (i) Intellectual Property Created by any member of the College Community within the scope of his or her provision of employment or personal services to the College whether under an employment relationship or a contracting or consulting relationship; or (ii) Intellectual Property otherwise Created if the College and Creator expressly agree in a written instrument signed by them that the Work shall be considered a Work for Hire.

**THIS IS THE END OF THE INTELLECTUAL PROPERTY POLICY**