CCRI's Intellectual Property Policy (approved March 24, 2008)

Following are examples to illustrate the dynamics of how the first question in Figure 1a is answered:

a) Adams writes a book that is not related in any way to a research agreement. The work is not within the *Scope of Employment*, and CCRI does not assign or commission Adams to write the book. The copyright of the book belongs to Adams.

b) Stephenson writes a book that is derived from research results accrued over time as she works on an NIH project under an agreement between the college and NIH. The book is a compilation of ideas expressed by Stephenson after her NIH assignment had terminated. Because the NIH grant had been terminated and because CCRI did not assign or commission the work, the copyright of the book is owned by Stephenson.

c) Nelson is budgeted to create software as part of a project under an agreement between the college and a private company. As a result, the software that Nelson creates is within the *Scope of his Employment* and is, therefore, *work-for-hire* for the college. Therefore, the software is not within the traditional types such as lecture notes, articles, or books excepted from the definition of work-for-hire in this policy. The copyright ownership to the software is owned by RIBGHE.

d) Milford creates a translation. The work was not created in the performance of a project covered by a research agreement between the college and an outside party. However, the work was commissioned by CCRI. There is no agreement declaring the work a work-for-hire nor is there a written transfer of ownership to RIBGHE. Consequently, Milford has copyright ownership.

e) Anderson is budgeted to create software as part of an NSF project under an agreement between the college and NSF. As a result, the software that Anderson creates is within the Scope of his Employment and is, therefore, work-for-hire. The software is not within the traditional types such as lecture notes, articles, or books excepted from the definition of work-for-hire in this policy. The copyright ownership to the software is owned by RIBGHE.

f) Gingras receives a gift through the CCRI Foundation to support his program. He writes a monograph on labor relations. There is no written agreement giving RIBGHE the ownership. Gingras owns the copyright to the monograph.

Scope of Employment and Work Ordered or Commissioned by CCRI

The following examples are intended to give the reader insight into the definition of *Work-for-Hire*. These are merely examples for clarification; they are not to be misconstrued to limit the meaning of the term or the number of different cases.

(The following examples and guidelines are from Richard L. Stevens of Samuels, Gauthier, Stevens & Reppert; and from Robert P. Ciavola, MIT.)

1. Robichaud, a full-time professor, teaches one course and spends the remainder of her time writing a book. There is a written agreement between the professor and the college that Robichaud will write a specific book for use in a particular course and that RIBGHE will own the book. This is a *work-for-hire*.

RIBGHE owns the copyright to the book.

2. Simmonds, an adjunct professor, is hired to teach one course and spends the remainder of his time writing a book. There is no written agreement other than the contract for teaching the course.

This is not *work-for-hire* because the work is not within the job description of teaching the one course. Simmonds owns the copyright to the book.

3. Raykovac, a full-time professor, writes CAD-CAM software for use in a product development course she is teaching. There is written documentation within the department that Raykovac is assigned to teach the course. Although the software enhances the teaching function, it has not been determined that the software is really necessary. This software is, however, equivalent to lecture notes and, therefore, it is not *work-for-hire*.

Raykovac owns the copyright to the software.

4. Jones, a computer buff on the college's staff, is frustrated by what he perceives to be a lack of technical support from the computer department. He develops an instructional manual explaining the ins and outs of a complicated new word processing program that was recently installed on all office computers. Both Jones and the college understand that it is within Jones' *scope of employment* to prepare material that he needs to properly perform in his own department. Jones writes the manual at the office during normal working hours and with his boss's permission, but with his own computer that he brought from home. Jones distributes the manual to the staff, receiving rave reviews.

Jones was acting "within the scope of his employment*"* when he wrote the word processing manual; consequently, the college would be considered the statutory author of the work, absent a written agreement to the contrary between Jones and the college.

RIBGHE owns the copyright to the manual.

5. Yamamoto, a music professor, needs to write a music score in order to properly teach an assigned course in music. There is written documentation within the department that Yamamoto is assigned to teach the course. This is not work-for-hire under the provisions of Section 4.5 of the Intellectual Property Policy that states that "music works" will not be considered with the *scope of employment*.

Yamamoto owns the copyright to the music score.

6. Andrews, a professor, is on sabbatical leave of absence. While on sabbatical, she spends all of her time writing a book. CCRI pays her salary while on sabbatical. The book belongs to Andrews, unless there is a specific written agreement to the contrary, which in this case there was not.

Andrews owns copyright to the book.

It is important to note that if an individual is a full-time employee, then the criterion is not the degree of supervision but rather the scope of employment. If the individual is a part- time employee or a consultant, then the degree of supervision comes strongly into play.