

CALIFORNIA COLLEGE OF THE ARTS INTELLECTUAL PROPERTY TENETS

PURPOSE STATEMENT

The purpose of these Intellectual Property Tenets is to maximize the development and open exchange of ideas and the generation of creative work product in the educational environment of California College of the Arts (“CCA”), to provide guidance to the CCA community in the development and disposition of works created in connection with CCA, to provide a method for resolving potential ambiguities and/or conflicts regarding the ownership and disposition of such works, and to facilitate the development, distribution and use of works created with CCA facilities by its students and faculty for the benefit of the public, and the benefit of CCA and its students and faculty. Some of the programs at CCA may give rise to exceptions to these Tenets.

These Tenets are intended to evolve as the result of feedback from the CCA Community and will therefore change from time to time. These Tenets were last updated on December 15, 2009.

OWNERSHIP OF WORKS

- **Students** own the original work they create in or for a class, although they may not own the part of their works that contain any third party copyrighted materials or materials that contain the trademarks, confidential materials or names and likenesses of third parties.
 - Students are advised and required to obtain third party consents where required by law or by best ethical practices.
- **A Team of Students** that create an original work in or for a class jointly and equally own that work.
- **Faculty** do not own original works created by students in or for a class.
 - Faculty own the original courseware they create for classes that they teach, but CCA has a royalty free perpetual right to use that work at or in connection with CCA, but not for license or sale to third party schools or companies.
 - Faculty do not own curriculum prepared with or for their applicable academic department or CCA as a whole.
 - Courseware includes materials prepared for use in or in connection with the class such as the syllabus, readers, assignments, articles, etc. Curriculum refers to the organization of academic classes and requirements and goals for departments and CCA as a whole.
 - Faculty own original works they create in a class for purposes of demonstrating the courseware or other practices or concepts to students in the class.
- **CCA** does not own original works created by students in or for a class, but has a royalty free perpetual right to use that work in connection with publicity and promotion of CCA.
 - Students may request in writing that CCA does not use original works created in or for a class for a period of one year after the end of the class, so that the students may patent or otherwise make use of the work.

- **Works created in or for internships** where students are receiving School credit or payment are owned and controlled by the Company or Organization (“Company”) sponsoring the internship.
 - Students should be informed of this before starting the internship.
 - Students should request the right to include works created in connection with the internship in their portfolios, and note that some works may not be suitable for such use because the Company may deem the work confidential.
 - Students should be permitted to reference the internship in their resumes and portfolios.

- **Sponsors (Businesses and Organizations)** do not own original research, artistic or design materials created by faculty or students in or for a class that they sponsor unless a written license or other transfer of rights in those works is executed by the author(s) and acknowledged in writing by CCA.
 - Some sponsored classes are designed to be inherently collaborative, and therefore ownership of the works created in the class may not be subject to individual or student team ownership. The intended nature of the works and ownership of them must be communicated at the time of class registration, and students must have the ability to “Opt Out” of the class and take an alternative class that meets the same curricular requirements. Note that this option does not apply to ENGAGE at CCA classes or advanced architectural studios and seminars.
 - Students cannot be required to sign confidentiality agreements with Sponsors.
 - Faculty and students may be restricted from using the brands, logos, trademarks or copyrighted materials of a sponsor in original works that the faculty or student does or intends to use outside of the class. These restrictions should be communicated to the students and faculty before any sponsored class.

- **ENGAGE at CCA Organizations** (community service and other organizations selected by CCA in its discretion for project works in connection with CCA educational offerings) do not own original works created by students in or for a class that they sponsor, but will have a perpetual, royalty free, worldwide non-exclusive right to use the works.
 - Faculty and students should be told at the outset of a class whether the ENGAGE at CCA organization will have all rights or a license to use original research, artistic, or design materials created by faculty or student works created in or for the class that the ENGAGE at CCA organization is sponsoring.
 - Faculty and Students will have a right to reference their work for the ENGAGE at CCA class, and to include copies of the works in their portfolios and personal websites with appropriate credits included. However, the ENGAGE at CCA organization will have the right to require the student to wait until the work is made public by the ENGAGE at CCA organization before the student includes it in any public forum or exhibit, etc.

- Faculty and Students will have the right to Use their work however they please if they exclude any proprietary content, trademarks, logos, copyrighted material (“ENGAGE at CCA Materials”) from the work.
- **Contest Sponsors** should not own the rights in all original entries in their contests, but only a right to display and distribute them in connection with the Contest. Contest Sponsors should be able to take ownership of winning entries provided the contest prize awarded to winning entrants is equal to or greater than the market value of the entry if it were to be used commercially.

CREDITS

- When student or faculty works are copied and/or distributed and/or displayed, credit should be given in writing (as applicable) to each of the faculty and student authors and/or members of the team of students that created the work.
- Students and faculty may request in writing to the applicable authors of works that their name(s) be excluded from the credits.
- The credits should also include the name of the faculty and the class in which or for which the work was created, the program or collaborating CCA programs, CCA and approximate date of completion.
 - For example: “Artwork by Student 1 & Student 2 & Student 3, Fine Art III, Instructor A & Instructor B, Undergraduate Graphic Design Program, California College of the Arts, May 2009.”

USE OF WORKS

- **Students** are free to sell, license or exhibit/display/distribute (“Use”) their individual original works and to enter contests, festivals and calls for entry without the authorization or consent of CCA.
 - Students are requested to notify CCA when they do so.
 - Students should include the applicable Credits in any Use of their Works
- A **Team of Students** must have the consent of each member of the Team before making use of the works. If there is no consensus among the team, a vote of the majority of the team will prevail. However, if a team member does not agree with the outcome, s/he may require that his/her name and credit are omitted from use of the work.
 - CCA provides a process for notifying the Team Members
 - If the applicable Team Members comply with that process they may make use of the works.
- **Faculty** may make Use of student works provided they use the applicable credits and the use is not commercial Use. Students may request in writing to the applicable faculty that their work not be used by the faculty.

Students may reference the larger work of a Faculty Member or collaborative projects only after obtaining permission, and provided the student specify his or her contribution to the larger project.

- **CCA** may exhibit/display/distribute student works. CCA must obtain prior written consent to license or sell any rights to student works. Students may request in writing to their Program chair that their work not be used by CCA.
- **A Sponsor** may make only license or purchase the rights to student (including also student team) works with the prior written consent of both the student author(s) and the written acknowledgement of CCA.
 - **Internship Sponsors** should credit students' contributions as feasible and appropriate.
- **An ENGAGE at CCA organization** may Use student works pursuant to the agreement with CCA and the applicable students at the outset of the Community project. Changes to that agreement must be agreed to in writing by the students and CCA. ENGAGE at CCA organizations should credit students' contributions as feasible and appropriate.
- The **Press** may make use of student works subject to the permission of the students as long as CCA is referenced (other than in the Credit) also CCA. Students are strongly urged to request and require the press to include the correct Credit.

CONFLICTS OF INTEREST

- **Please note that the Architecture Program is designed to encourage and incorporate faculty/student collaborations as part of the program, and therefore this Conflicts of Interest Section is superseded by the Architecture Department Exceptions in the Appendix to these Tenets.**
- Because it is a conflict of interest, **faculty may not:**
 - Employ a student that is currently enrolled in such faculty member's Class, or to request that such a student enter into a collaboration with the faculty member while the student is currently enrolled in such faculty member's Class, or to request that a student share ownership of the student's work created in that faculty member's Class, or to request that a student take an independent study under the auspices of that faculty member with the intent to produce any project or work that is co-owned by such faculty;
 - Request or require students to work on faculty member's personal or outside professional projects as part of Class work, unless specific authorization has been granted in advance by CCA;
 - Request or require students currently enrolled in a faculty member's Class to work on that faculty member's personal or outside professional projects or those of that faculty member's business, corporation or agency;
 - Request or accept a personal stipend from a third party in return for access to, input into, or participation in a Class or ongoing project at CCA without the prior written consent of the Provost;

- Work on outside professional projects as part of Classes they are currently teaching, unless pre-approved by the Division Head.
- Employ a student or be employed by a student while that student is enrolled in the faculty member's class or if that faculty member is an advisor or department chair of the student's department, unless pre-approved by the office of the Provost.
- Require a student to receive supplemental educational assistance from any business or program in which they have a financial stake. Faculty may recommend such assistance only if CCA does not already provide it, and should disclose their relationship to the student before making the recommendation.
- It is not a conflict of interest for faculty to assign to their classes books written or contributed by the faculty member.
- Accept any money or gifts in return for using or endorsing specific products or services to CCA students, or for allowing any third party to come into a CCA class or event.

Faculty members should disclose to their Program Chair when any third party company or individual is going to visit a class, whether to make a presentation, observe or provide feedback to faculty or students. CCA desires to monitor such visits for the protection of faculty and student IP and other rights. CCA understands that professional feedback is a useful educational tool. Faculty members and students that want to collaborate on projects other than those for which the student is receiving a grade or credit, should disclose the collaboration to their Program Chair and execute a written collaboration agreement.

- Because it is a conflict of interest that may interfere with the educational mission of CCA, students may not
 - Grant a third party company or individual right in the works they intend to produce at CCA. Students must disclose to CCA any money or barter value they accept in connection with their work at CCA.
 - Students must disclose any third party scholarships they receive for tuition that are not processed through CCA.

Please see APPENDIX: ARCHITECTURE PROGRAM EXCEPTIONS.

INFRINGEMENTS

- Students and faculty must report suspected **infringements of their work by a Sponsor or ENGAGE at CCA organization**. The applicable Program Chair will investigate and mediate as appropriate and its sole discretion. Such actions by the Chair should not be construed as legal review or advisement. Students and faculty may not seek external legal or other remedies without first complying with CCA procedures.
- Students and faculty who suspect that **a third party (other than a CCA student, faculty member, Sponsor, ENGAGE at CCA or other affiliate or associate of CCA) has infringed** that student's original work created at or in connection with CCA should consult with his or her Program Chair on appropriate actions to take. Such consultation should not be construed as legal advisement.
- **Any member of the CCA community** that suspects an infringement should notify the original author so that he or she can choose the appropriate next steps to take.
- Students and faculty members may not knowingly infringe upon the intellectual property rights of others. This is an essential term of enrollment and employment at CCA.

APPENDIX: ARCHITECTURE PROGRAM EXECPTIONS.

1. Project-based Advanced Research and Design classes are those that integrate original faculty scholarly, artistic, or design work for the purposes of furthering research and project-based learning. These classes may involve a larger participatory network of sponsors, institutions, organizations, professionals and/or government agencies.
2. In connection with these classes, faculty shall retain shared ownership rights of the research and design products of these classes, when these are created, developed and chiefly directed by the faculty, and where the work involves the collaborative participation of students.
3. Students may retain individual or team-ownership of individual works created for such classes, and retain portfolio rights for those portions of a project to which they directly contributed, but do not have ownership rights in relation to the larger products of such classes. However, in some cases, where project-based classes are designed to be inherently collaborative, the ownership of the works created in the class may not be subject to individual or student team ownership. Students will be notified in advance if the project-based classes will be “open-source”, or not specifically owned by anyone in the class.
4. Participating third party networks of individuals, organizations and agencies do not own research, artistic or design materials created by faculty or works created by students in or for a class with which they are collaborating.
 - a. CCA acknowledges a faculty member’s ownership rights and unconditionally waives and releases any claim that it might have to ownership with respect to any copyrightable scholarly, artistic or design work owned by faculty **that is integrated with courseware for the purposes of furthering project-based learning**. Faculty will retain shared ownership rights of the research and design products of this courseware when these are developed and chiefly directed by the faculty, and where the work involves the collaborative participation of students.