

## FACULTY FORUM PROPOSAL – May 28, 2026

### ARTICLE ~~16~~ 13 - INTELLECTUAL PROPERTY RIGHTS

#### ~~16.1~~ 13.1 Intellectual Property Rights Purpose and Commitment

Unless otherwise provided for in a separate agreement between individual faculty member(s) and the College, the conditions laid out in this Article shall apply.

~~The College is committed to providing an intellectual environment that encourages creative efforts and innovations, while retaining reasonable access and use of intellectual property for instruction. Unless otherwise provided for in a separate agreement between individual faculty member(s) and the College, the conditions laid out in this Article shall apply.~~

#### ~~16.2~~ 13.2 Definition of Intellectual Property

Intellectual property includes instructional materials and may extend to patents and copyrights. Separate agreements are required when projects undertaken with College support may lead to patents. Instructional materials include materials originally developed by the faculty member for use in teaching in any form (including digital, print, video, physical objects and textbooks, lectures, lecture notes and material, assessment materials, images, models, demonstrations or lab materials, multi-media presentation, Canvas modules, web content, and course software).

~~Intellectual property refers to creative works to which one has rights, and for which one may apply for a patent, copyright, or trademark.~~

#### ~~13.3~~ Ownership Categories

##### ~~13.3.1~~ Faculty Ownership of Independent Work

~~Faculty members own the full rights to intellectual property created solely by their individual effort, on their own time, and using only minimal College resources. Minimal College resources include ordinary use of College-issued computers, office space, library resources, and similar resources routinely available to faculty. These independent works include:~~

- ~~(a) Scholarly works such as journal articles, textbooks, book chapters, and reviews~~
- ~~(b) Creative works such as artwork (paintings, sculptures, musical compositions)~~
- ~~(c) Computer software developed independently~~
- ~~(d) Teaching materials created as part of regular course preparation without specific direction or additional compensation from the College, including syllabi, assignments, tests, handouts, assessments, and media for Learning Management Systems (LMS)~~

~~Marketing, licensing, and any profit from sale or distribution of this copyrighted or patented material shall vest solely and completely in the individual copyright or patent holder.~~

##### ~~13.3.2~~ College Rights to Faculty-Owned Teaching Materials

~~Even when faculty members own teaching materials as described in 13.3.1(d), the College retains the following limited utilization rights:~~

- ~~(a) Administrative and Accreditation Use: The College may use these materials for internal administrative, non-instructional purposes, including satisfying requests from accreditation agencies.~~
- ~~(b) Instructional Continuity: The College may provide course syllabi to successor faculty members to ensure consistency and continuity in a specific course.~~
- ~~(c) Collegial Sharing: When a faculty member shares teaching materials with other faculty members for the purposes of teaching a course at the College, these materials may be adapted or used for instruction by these faculty members freely and without compensation to the original author. When a faculty member uses materials created by another faculty member, attribution should be given to the original author.~~
- ~~(d) Accessibility Compliance: Student Accessibility Services (SAS) staff and other authorized College personnel have the right to access, assess, and modify faculty-owned teaching materials to ensure compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and other applicable accessibility laws and regulations. This includes but is not limited to:~~
- ~~• Accessing course materials in the learning management system and other platforms to assess accessibility~~
  - ~~• Reviewing syllabi, assignments, tests, presentations, videos, documents, and other instructional materials~~
  - ~~• Creating accessible versions of materials (adding captions, alternative text, transcripts, reformatting documents, etc.) for students with documented disabilities that require accommodations~~
  - ~~• Modifying materials to meet Web Content Accessibility Guidelines (WCAG) standards or other obligations that require the College to meet an accessibility standard~~

~~These accessibility-related activities do not constitute infringement of faculty intellectual property rights, as they are:~~

- ~~• Required by federal civil rights law (ADA Title II, Section 504)~~
- ~~• Permitted under the fair use doctrine of copyright law (17 U.S.C. § 107)~~
- ~~• Authorized under Section 121 of the Copyright Act (Chafee Amendment)~~
- ~~• Necessary to provide equal access to educational programs for students with disabilities~~

~~Faculty members retain ownership of the underlying content while the College fulfills its legal obligation to ensure accessibility. SAS modifications are limited to the minimum necessary to provide effective access and do not transfer ownership rights.~~

### **46.3 13.3 Ownership of Intellectual Property**

- (a) Distance Education: For distance education courses developed by a faculty member, the faculty member shall be the sole owner of their intellectual materials except in the case of

an agreement between the faculty member and the College. Such agreements identify financial support provided by the College and include but are not limited to: creating a new online CTE program; converting an existing in-person CTE program into an online program; and creating online labs in a transfer area that are intended to be used by all instructors of that distance education course. In such cases, limited joint ownership with the College as defined in ~~46.4~~ 13.4 shall occur and faculty members are required to report annually any revenues received to the Vice President of Academic Affairs. If the College requests a faculty member to develop a distance education course for a particular program, the faculty member will check the box on the proposal identifying joint ownership.

### ~~13.3.3 College Ownership of Work for Hire~~

~~Materials or intellectual property produced at College expense or specifically commissioned as work for hire vest in the College. This includes:~~

- ~~(a) Works created when a faculty member is specifically directed by the College to produce them as part of a special assignment~~
- ~~(b) Works created with additional compensation specifically for producing the materials~~
- ~~(c) Works commissioned through a written agreement that designates them as work for hire~~

~~The College shall provide written notice to the faculty member when work is being commissioned as work for hire prior to the commencement of the work.~~

- (b) All other intellectual materials: For all other intellectual materials developed by a faculty member, the faculty member shall be the sole owner of the intellectual materials except in cases where the College provides support for the development of the instructional materials beyond the faculty member's normal salary. In such cases, limited joint ownership with the College as defined in ~~46.4~~ 13.4 shall occur and faculty members are required to report annually any revenue received to the Vice President of Academic Affairs. Examples of additional support include: sabbatical leave, professional improvement funds, load assigned for non-online materials development, College or COCC Foundation funds or in-kind support provided as match for an external grant, internal grants such as Innovation funding, or assignment of a design team to assist in non-online materials development. While the faculty member is employed at the College, any use of the materials to which this article applies shall require the express agreement of both joint owners (the faculty member and the College). The faculty member may use the materials in the following ways without obtaining permission of the College: making reproductions of the materials for their personal use in teaching, scholarship, and research; altering the materials, adding to them, or updating the content; and using the materials for scholarship and research by colleagues or students. The faculty member retains the right to be identified as the author of the work including the right to decide whether to allow their name to be displayed in association with the work.

- (c) The College maintains all rights to its online teaching and learning environment, including the learning management system, courseware architecture, design templates, and institutional artwork. This ownership does not include course content, instructional elements, text, media, or other materials provided by faculty for instruction, which remain subject to the ownership provisions in 13.3(a) and (b) ~~Sections 13.3.1 through 13.3.4.~~
- (d) Should the faculty member leave the employment of the College, the faculty member may take the materials to, and use them with, any educational institution by which they are employed. The College, however, may request permission to continue to use their instructional materials after the faculty member's departure, although the faculty member may decline without prejudice.
- (e) College Disclaimers: The College is not responsible for opinions expressed in materials that are solely owned by faculty ~~faculty-created works~~ or for damages resulting from their creation or exploitation.

#### ~~16.4~~ 13.4 Joint Ownership Conveys Limited Rights to College

Joint ownership of the intellectual materials conveys to the College the following rights:

- (a) The right to receive one-half the revenue generated by the intellectual materials until the College's investment of support as identified in ~~16.3~~ 13.3 is repaid. Thereafter 100% of the revenue is distributed to the faculty member or members and no further reporting is required.
- (b) ~~It~~The right to control whether the College's name or logo is displayed in association with the work and the right to require appropriate acknowledgement of College support in the creation of the materials.
- (c) The right to borrow portions of the work for use in compilations or other composite works.
- (d) If the faculty member leaves the employment of the College, the College retains a royalty free, nonexclusive license to use the materials in the following ways without obtaining permission from the faculty member: adding to the materials or updating their content; transmitting, distributing, performing, reproducing, or displaying the materials for its students; and the right for Central Oregon Community College faculty, staff, and students to make reproductions of the materials for use in teaching, scholarship, and research. If the faculty member leaves the College in a non-voluntary RIF as defined in Article ~~14~~ 18, the ownership right referred to in this paragraph shall not accrue to the College.
- (e) For any of the materials for which joint ownership applies, either of the joint owners must notify the other joint owner before entering into any collaboration with a third party which may result in multiple ownership of the materials.
- (f) If the faculty member assigns ownership right to a third party, the College retains the right to modify the materials, add to them or update their content, and the right to transmit, distribute, perform, reproduce, or display the materials for its students and

employees.

- (g) Should either of the joint owners decide to sell or otherwise dispose of any portion of the ownership rights, the other joint owner has the right of first refusal, and must be offered the opportunity to purchase the ownership rights before they are offered to a third party.

#### ~~13.3.4 Joint Ownership: Materials Developed with Significant College Support~~

~~When the College provides significant support in the development of intellectual property beyond the faculty member's normal salary and minimal College resources, the materials shall be subject to joint ownership between the faculty member and the College as defined in Section 13.4.~~

~~(a) Definition of Significant Support: Significant support includes, but is not limited to:~~

- ~~• Sabbatical leave specifically for materials development~~
- ~~• Professional improvement funds or development grants~~
- ~~• Assigned load or release time for materials development~~
- ~~• College or COCC Foundation funds or in-kind support provided as match for an external grant~~
- ~~• Internal grants~~
- ~~• Assignment of a design team, instructional designers, or technical staff to assist in materials development~~
- ~~• Substantial use of College facilities, equipment, or support services beyond what is routinely available~~
- ~~• Requests to develop or overhaul distance education courses or programs for which the College provides development support~~

~~(b) Prior Written Agreement Required: Before work commences on materials involving significant College support, a written agreement shall be developed stating:~~

- ~~• The share of ownership belonging to each party~~
- ~~• The right to market, license, transfer, modify, and collect revenues on the materials~~
- ~~• Revenue distribution arrangements as specified in Section 13.4~~
- ~~• Any other relevant terms~~

~~(c) Default Ownership Provision: If materials are produced with significant College support and no prior written agreement was executed, ownership shall be presumed to be jointly held by the faculty member and the College on a 50/50 basis, subject to the provisions of Section 13.4.~~

#### ~~13.3.6 Open Educational Resources (OER)~~

~~If a course employs Open Educational Resources and open-source software, the College and faculty agree to open licensing in perpetuity. See Section 13.5 for additional OER provisions.~~

## ~~13.4 Joint Ownership Provisions~~

### ~~13.4.1 Rights and Responsibilities During Employment~~

~~For materials subject to joint ownership under Section 13.3.4, the following provisions apply:~~

- ~~(a) Revenue Sharing: The College shall receive one-half the revenue generated by the intellectual materials until the College's investment of support as identified in Section 13.3.4 is repaid. Thereafter, 100% of the revenue is distributed to the faculty member or members and no further reporting is required.~~
- ~~(b) Annual Reporting: Faculty members are required to report annually any revenues received to the Vice President of Academic Affairs.~~
- ~~(c) Institutional Attribution: The College has the right to control whether the College's name or logo is displayed in association with the work and the right to require appropriate acknowledgement of College support in the creation of the materials.~~
- ~~(d) Use of Portions: The College has the right to borrow portions of the work for use in compilations or other composite works.~~
- ~~(e) Mutual Agreement for Use: While the faculty member is employed at the College, any commercial use or distribution of jointly-owned materials outside the College shall require the express agreement of both joint owners (the faculty member and the College).~~
- ~~(f) Faculty Rights Without Permission: The faculty member may use the materials in the following ways without obtaining permission of the College: making reproductions of the materials for their personal use in teaching, scholarship, and research; altering the materials, adding to them, or updating the content; and using the materials for scholarship and research by colleagues or students.~~
- ~~(g) Internal College Use: The College may use and modify jointly-owned materials for internal educational purposes without paying royalties to the faculty member, including transmitting, distributing, performing, reproducing, or displaying the materials for its students and employees.~~
- ~~(h) Attribution Rights: The faculty member retains the right to be identified as the author of the work, which shall display the original author's name.~~
- ~~(i) Third-Party Collaboration Notice: For any materials for which joint ownership applies, either of the joint owners must notify the other joint owner before entering into any collaboration with a third party which may result in multiple ownership of the materials.~~
- ~~(j) Right of First Refusal: Should either of the joint owners decide to sell or otherwise dispose of any portion of the ownership rights, the other joint owner has the right of first refusal, and must be offered the opportunity to purchase the ownership rights before they are offered to a third party.~~
- ~~(k) Third-Party Assignment: If the faculty member assigns ownership right to a third party, the College retains the right to modify the materials, add to them or update their content, and the right to transmit, distribute, perform, reproduce, or display the materials for its students and employees.~~

#### ~~13.4.2 Rights Upon Faculty Departure~~

- ~~(a) Faculty Rights: Should a faculty member leave employment at the College, the faculty member retains the right to use the jointly-owned materials at subsequent places of employment, including for commercial purposes, without paying royalties to the College.~~
- ~~(b) College License: Upon a faculty member's departure, the College retains a royalty-free, nonexclusive license to use the jointly-owned materials in the following ways without obtaining permission from the faculty member:~~
  - ~~• Adding to the materials or updating their content~~
  - ~~• Transmitting, distributing, performing, reproducing, or displaying the materials for its students~~
  - ~~• Making the materials available for Central Oregon Community College faculty, staff, and students to use in teaching, scholarship, and research~~
  - ~~• Modifying the materials for internal educational purposes~~
- ~~(c) Exception for Reduction in Force: If the faculty member leaves the College in a non-voluntary reduction in force (RIF) as defined in Article 11, the College license specified in paragraph (b) shall not apply, and all rights to the materials revert fully to the faculty member.~~
- ~~(d) Work for Hire Exception: Materials designated as work for hire under Section 13.3.3 remain the property of the College upon faculty departure.~~

#### ~~16.3-13.5~~ Joint Ownership of Open Licensed Materials

- ~~(a) Definition of Open Educational Resources (OER):~~ copyrighted educational resources openly available for use without an obligation to pay royalties or license fees.
- ~~(b) Where educational materials are produced under joint ownership as defined in Article~~ ~~16.3~~ ~~13.3~~ and ~~16.4~~ ~~13.4~~, the faculty and College, at the beginning of such a project, must first come to an agreement whether or not such materials are openly licensed (OER) and if yes, the type of open licensing (Creative Commons License) such educational materials may carry.

Note: Faculty receiving external grants for the development of OER are obligated to abide by the licensing terms of the grantor.

#### ~~13.5 Open Educational Resources (OER)~~

##### ~~13.5.1 Definition~~

~~Open Educational Resources (OER) are copyrighted educational resources openly available for use without an obligation to pay royalties or license fees.~~

### ~~13.5.2 Agreement on Open Licensing~~

~~Where educational materials are produced under joint ownership as defined in Sections 13.3.4 and 13.4, the faculty and College must reach agreement at the beginning of the project regarding:~~

- ~~(a) Whether such materials will be openly licensed as OER~~
- ~~(b) If yes, the type of open licensing (e.g., Creative Commons License) such educational materials will carry~~

### ~~13.5.3 Assignment of OERs~~

~~The decision to use an OER remains with the instructor of record unless the course in question has multiple sections taught by several faculty members, in which case the OER should be assigned across sections.~~

### ~~13.5.4 External Grant Obligations~~

~~Faculty receiving external grants for the development of OER are obligated to abide by the licensing terms of the grantor. Such terms shall be disclosed to the College prior to acceptance of the grant.~~

## 13.6 Artificial Intelligence, Data Privacy and Intellectual Property (IP) Rights

- (a) IP Ownership: The ownership terms set forth in Article 13.3 also apply to any AI-assisted materials faculty create.
- (b) Faculty Permission. Images, audio, likeness, and video of faculty shall not be uploaded to GenAI nor to any third-party platform without the express permission of the faculty member. Images, audio, likeness, and video of faculty shall not be duplicated, altered, manipulated, nor reproduced without express permission of the faculty member. Except when required by law, video, audio, or recordings of faculty members shall not be shared or posted publicly without express permission of the faculty member.
- (c) Consent for Training: Faculty-developed IP, images, or likeness shall not be uploaded to any AI system for model training or reproduction without the express written consent of individual faculty members.