

# COMMONWEALTH CHARTER ACADEMY

## BOARD OF DIRECTORS POLICY SECTION: 200 PUPILS

### 220. ASSIGNMENT AND OWNERSHIP OF INTELLECTUAL PROPERTY FOR STUDENTS

#### § 1. Purpose and Authority

Commonwealth Charter Academy (“CCA”) endeavors to foster a school environment that supports creativity, innovation, and a search for new knowledge, discoveries, and inventions. The Board intends to encourage creativity and innovation by CCA students, by:

- (1) providing incentives for students to pursue creative and innovative activities; and
- (2) establishing clear procedures for the assignment and ownership of any Intellectual Property rights to safeguard CCA and its staff and students.

The Board directs the CEO or designee to develop the administrative guidelines or regulations required to implement this policy.

Students enrolled in CCA aged 18 or over and parents/guardians of enrolled students under the age of 18 may exercise the rights granted under this policy.

#### § 2. Definitions

Unless the context clearly indicates otherwise, the following term used in this policy shall have the following meaning:

*Intellectual property* – Certain creations of the human mind that are given the legal aspects of a property right. “Intellectual property” is an all-encompassing term used to designate the following fields of law: patent, trademark, unfair competition, copyright, trade secret, moral rights, and the right of publicity.

#### § 3. Guidelines

CCA students are regularly involved in research, discovery, scholarship, and other activities that may result in the conception, reduction to practice, creation, or development of Intellectual Property. This policy covers the Intellectual Property, and the products of such activities, first conceived, reduced to practice, created or developed by a student as part of a course, independent study, or other CCA-approved and supported activity.

### ***General Rule***

Except as provided below, any Intellectual Property first conceived, reduced to practice, created, or developed by a student as part of a course, independent study, or other CCA-approved and supported activity will be owned by the student, and CCA does not claim ownership to such Intellectual Property. However, in all cases, CCA retains a non-exclusive, royalty-free and fully paid up, perpetual and non-revocable, world-wide license to continue to use the products of such research, discovery, scholarship, and other activities in the ordinary course of school activities, including, but not limited to, teaching, research, scholarship, advertising, marketing, service, and administrative functions.

No action is required for a student to retain ownership of Intellectual Property and for CCA to retain a license to the products thereof under this rule.

By written agreement, CCA and the student may agree to assign the rights to any Intellectual Property covered by this policy to CCA for continued teaching, research, or other purposes, in which case CCA and the student will determine the conditions of such assignment on a case-by-case basis. In its sole discretion, CCA may agree to transfer to the Comet Foundation the Intellectual Property assigned by the student to CCA.

### ***Exception to General Rule for Special Situations***

A student's activity with CCA may sometimes be sponsored by an entity other than CCA (referred to in this policy as the "Sponsor"). At certain times, students will be presented with the opportunity to participate in activities that require that any resulting Intellectual Property be assigned either to CCA or to a Sponsor as a condition of the student's participation. No student shall be obligated to participate in activities that require the assignment of the student's Intellectual Property to CCA or to a Sponsor. In these situations, students shall be presented with the option to participate in other courses, independent studies, or CCA-approved and supported activities that do not require the student to assign her or his Intellectual Property.

The CEO or designee, in consultation with appropriate CCA administrators and staff, shall determine the courses, independent studies, and other CCA-approved and supported activities in which participation will require that a student assign Intellectual Property rights to CCA.

A student's grade and/or evaluation of performance in a course, independent study, or other CCA-approved and supported activity will not be affected by the student's decision to participate or not to participate in activities requiring the assignment of the student's Intellectual Property.

For situations in which assignment of a student's Intellectual Property to CCA is required, CCA and the student (or parent/guardian) will negotiate the terms of the assignment by written agreement. In its discretion, CCA may agree to transfer to the Comet Foundation the Intellectual Property assigned or licensed by the student to CCA. When a student's activity with CCA is sponsored by a Sponsor, the Sponsor, CCA, and the student (or parent/guardian) will determine, prior to the commencement of such activity, the terms of ownership of the Intellectual Property and the products of the student's activities.

Students should understand that the assignment of Intellectual Property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing any agreement.

***Distribution of Policy***

This policy is hereby incorporated by reference into CCA's Learner Handbook and shall be posted on CCA's publicly accessible website.

<b>History:</b>	Adopted
<b>Previous Policy No.:</b>	2-13-19 None
<b>Legal Ref./Authority:</b>	N/A
<b>Cross Ref.:</b>	None