



WILLIAM JAMES COLLEGE, INC.
INTELLECTUAL PROPERTY POLICY

Adopted: December 5, 2017

WILLIAM JAMES COLLEGE, INC.

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PART A – INTRODUCTION, APPLICATION, AND GENERAL PRINCIPALS

Capitalized terms are defined in Section 19.

Section 1. General Guidelines for any Questions.

- (a) For questions about whether a copyright Work can be used in a classroom setting, an online course, or course reserve, please first consult the College’s librarian.
- (b) For questions about the ownership of, or rights to, Intellectual Property developed by Faculty, Staff, or Students, 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 Intellectual Property Policy (“Policy”) acknowledges that there are laws in place to protect the creative spirit of those who make various Works and other forms of Intellectual Property. William James College, Inc. (“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. 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, and is a condition of enrollment and continued enrollment for all Students.
- (d) Failure of Faculty and Staff to abide by this Policy or any laws applicable to Intellectual Property will result in disciplinary action by the College 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 by the College 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 the College Community as described above, the College Community is advised that 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 of the College Community to use the Intellectual Property of another Person without the prior written consent of that Person unless such Intellectual Property is (i) a Permitted Work, (ii) a Limited Use Work and the use of such Limited Use Work is in accordance with the written directions of the College librarian and this Policy, or (iii) a Restricted Work and such Restricted Work and the use of such Restricted Work in in accordance with Sections 6 or 7.

(b) It is a breach of this Policy for any 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 Intellectual Property, the College Community shall not 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 protected Intellectual Property in an educational setting is NOT automatically permitted or fair. Strict guidelines for educational use must be met at all times 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 copyright Works in accordance with the guidelines of 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.

(d) If any member of the College Community should ever be in doubt as to whether any use of the Intellectual Property of another Person is or is not permitted under this Policy or under law, such member should first contact the librarian and, if the question cannot be answered by the librarian, should provide details of the question to the IP Committee and await the written advice of the IP Committee.

PART B – INTELLECTUAL PROPERTY COMMITTEE AND DISPUTE RESOLUTION

Section 4. Intellectual Property Committee.

(a) An Intellectual Property Committee (“IP Committee”) is hereby established as a Standing Committee of the College.

(b) Unless specifically reserved to the President or any other person under this Policy, 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 a Disclosable Work, 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 number of members of the IP Committee shall be an odd number. The President shall appoint a chair of the IP Committee who shall lead meeting discussions. 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 18(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) A Creator of Intellectual Property shall have the right to attend, but, unless otherwise invited by the IP Committee, not to speak at, that portion of any meeting of the IP Committee during which the IP Committee shall consider the ownership of such Creator's Intellectual Property. 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 advisory duties under clause (v) of Section 4(b) to other persons, including, without limitation, the College's librarians, who have some experience with handling copyright Works in a manner which complies with applicable laws. 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. 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 Intellectual Property in an educational setting is NOT automatically permitted or fair. While the use of copyright Intellectual Property 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 Works which have been legally posted online, the College Community is free to provide links to the sites where such copyright Works can be found. If there is any doubt

as to whether a copyright Work has been legally posted online, the College Community should consult with the librarian before providing the link.

(d) For all Works for which the member of the College Community does not have copyright ownership, such member of the College Community must first check with the librarian before using or copying the Work for use at the College or in any Program. If a copyright Work is a Permitted Work, as determined by the librarian or the IP Committee, then the College Community may use and copy the Permitted Work without restriction. If a copyright Work is a Limited Use Work, as determined by the librarian or IP Committee, then the College Community may use and copy the Limited Use Work only within the bounds of any applicable license or other legal right, as defined by the librarian or IP Committee. If a copyright Work is a Restricted Work, then 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), the College Community should note that the College may have, or be able to obtain, a license to use or copy a copyright Work for educational purposes. In addition, there may be other reasons why a copyright Work has become a Limited Use Work and can be used subject to certain conditions. Such reasons may include the doctrine of “fair use.” As the test for determining whether a use constitutes “fair use” is complicated, the College has delegated to the librarian the role of making the analysis.

(f) For any determination by the librarian under this Policy, the decision of the librarian shall be in writing only and may be appealed only to the IP Committee. Such appeal shall be in writing and delivered to both the IP Committee and the librarian. Such writing shall describe whether the Work, the portion of the Work the College Community wishes to use, the number of copies which the College Community wishes to make, and the reason for disagreeing with the librarian’s 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; provided that if the librarian is also a member of the IP Committee, the librarian shall be recused from voting on any appeal of the librarian’s decision, but may otherwise participate at the meeting of the IP Committee. No use of the subject copyright Work may be made by the College Community pending the written decision of the librarian or pending the written adjudication of any appeal by the IP Committee.

Section 7. Additional Requirements for Face-to-face Teaching Activities.

(a) 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 – the librarian must be consulted as to whether the portion is or is not reasonable,

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 – LIBRARY COPYRIGHT COMPLIANCE AND COURSE RESERVES

Section 9. Background.

(a) The College library supports the academic mission of the College and acts as an extension of the classroom by providing access to a variety of items that Faculty may assign to Students. The library maintains electronic subscriptions to over 1,500 journals, 60,000 electronic

books, and 1,000 streaming videos. 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) In managing the College’s library collection and archives, the College librarians shall ensure that all Intellectual Property laws applicable to the collection and archives are respected including, without limitation, section 108 of the US Copyright Act. Should the librarians have any concerns about the application or interpretation of such laws, the details of the concern should be provided to the IP Committee for further advice.

(c) Subject to any limits on the use and copying of copyright Works, copyright Works may be placed on reserve by consulting with the librarian. The librarian will assist in determining whether a Work is a Permitted Work, Limited Use Work, or Restricted Work and any limits on the use thereof. 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. All other materials should be placed in Ares. Any disagreement with the librarian’s decisions under this Section 9 shall be handled in the manner described in Section 6(f).

(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.

Type of Work	Disclosure Required	Ownership	Required License
Course Work	By Students – No By Faculty – Under the circumstances described in Section 11(d).	Student who created the Course Work shall own a 30% interest, and the College shall own a 70% interest, in the Course Work and all Net Revenues earned therefrom as co-owners.	Not applicable
Directed Work	Yes	College	Limited license to Creator
Educational Work	Yes	(a) College if created by Faculty with the Use of College Facilities	(a) Limited license to Creator

		(b) Faculty if created by Faculty without the Use of College Facilities	(b) Limited license to College
		(c) College if created by Staff	(c) None unless otherwise agreed
Field Work	Yes	Faculty or Staff who created the Field Work shall own a 30% interest, and the College shall own a 70% interest, in the Field Work and all Net Revenues earned therefrom as co-owners.	Not applicable
Joint Work	Yes, in advance of its creation	To be determined by written agreement.	To be determined by written agreement.
Sponsored Work	Yes	College unless otherwise determined by agreement	None unless otherwise agreed
Work for Hire	Yes	College	None unless otherwise agreed

Section 11. Disclosure of Intellectual Property.

(a) In order to ensure that a proper determination of ownership is made, Creators of Disclosable Works shall promptly disclose the creation of Disclosable Works. Such disclosure must be made to the IP Committee in writing 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;
- (iv) details of the College facilities and resources which were used in creating the Disclosable Work;
- (v) details of the facilities and resources of any other person or entity which were used in creating the Disclosable Work;
- (vi) copies of any grants from, or agreements with, third parties which may affect the ownership and licensing of the Disclosable Work; and
- (vii) 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.

(c) If any member of the College Community is uncertain whether any item of Intellectual Property created by such member should or should not be disclosed to the IP Committee, the Intellectual Property should be disclosed.

(d) Students are not required to disclose Course Work to the IP Committee. In the event that any Faculty learns that any Course Work 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. Advance Notice of Joint Works.

(a) In the event that any member of the College Community proposes to create a Disclosable Work in conjunction with one or more persons who are not members of the College Community (a “Joint Work”), then such member shall make the following disclosures to the IP Committee in writing and in advance of commencing work on such Disclosable Work:

- (i) an outline of the proposed Disclosable Work including the topics to be covered;
- (ii) the names, employment information, teaching positions held, and post-secondary education of all persons with whom the member of the College Community proposes to create the proposed Disclosable Work;
- (iii) a breakdown of the work to be done by the member of the College Community and each of the persons identified in Section 12(a)(ii) above in preparing the proposed Disclosable Work;
- (iv) details of the College facilities and resources, if any, which are proposed to be used in creating the proposed Disclosable Work;
- (v) details of the facilities and resources, if any, of any other person or entity which are proposed to be used in creating the proposed Disclosable Work;
- (vi) copies of any grants from, or agreements with, third parties which may affect the ownership and licensing of the proposed Disclosable Work; and
- (vii) any other details relevant to the determination of the ownership and licensing of, and other rights to, the proposed Disclosable Work.

(b) The IP Committee shall review all materials provided in respect of any proposed Disclosable Work disclosed pursuant to this Section 12. The IP Committee shall make recommendations to the President regarding the possible ownership and licensing of any proposed Disclosable Work disclosed pursuant to this Section 12. The President may enter into negotiations with the Creator and the other creators of the proposed Disclosable Work regarding ownership and licensing of any proposed Disclosable Work and no variation from this Policy

shall apply to such proposed Disclosable Work unless specifically set forth in a written agreement among the College, the Creator, and such other creators.

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 17(b).

(b) The College shall be deemed to own the following Intellectual Property, and the copyright therein if the Intellectual Property is a Work, created by Members of the College Community:

- (i) all Directed Works;
- (ii) all Educational Works created by Faculty with the Use of College Facilities;
- (iii) all Educational Works created by Staff; and
- (iv) all Work for Hire.

(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.

(d) Except to the extent that any ownership rights are vested in or assigned to any third party by any agreement between such third party and the College, all Sponsored Works created by Members of the College Community shall be deemed to be owned by the College which ownership shall include the copyright therein.

(e) The Student who created any Course Work shall be deemed to have assigned, and hereby does assign, to the College a seventy percent ownership interest in and to all Course Work created by such Student and all rights, title, and interest therein, and such Student and the College shall be deemed to be co-owners, in such percentage proportions, of such Course Work and the copyright therein if the Course Work is a Work. The Student who created the 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; provided, however, that such Student shall account for, and pay over to the College, seventy percent of all Net Revenues earned by such Student from the sale or licensing of such Course Work; and provided, further, however, that any buyer of all or any interest in such Course Work from such Student shall, as a condition precedent to such purchase, agree, in a written instrument delivered to the College, to be bound by the terms and conditions of this Section 13(e) and by the definitions for all capitalized terms used in this Section 13(e). The College shall have the right, in the College's sole discretion at any time, to use, sell, or license the use of Course Work anywhere in the world; provided, however, that the College shall account for, and pay over to the Student who created such Course Work, thirty percent of all Net Revenues earned by the College from the sale or licensing of such Course Work; and provided, further, however, that any buyer of all or any interest in such

Course Work from the College shall, as a condition precedent to such purchase, agree, in a written instrument delivered to such Student, to be bound by the terms and conditions of this Section 13(e) and by the definitions for all capitalized terms used in this Section 13(e).

(f) The Faculty or Staff who created any Field Work shall be deemed to have assigned, and hereby does assign, to the College a seventy percent ownership interest in and to all Field Work created by such Faculty or Staff and all rights, title, and interest therein, and such Faculty or Staff and the College shall be deemed to be co-owners, in such percentage proportions, of such Field Work and the copyright therein if the Field Work is a Work. The Faculty or Staff who created the Field Work shall have the right, in such Faculty or Staff's sole discretion at any time, to use, sell, or license the use of the Field Work anywhere in the world; provided, however, that such Faculty or Staff shall account for, and pay over to the College, seventy percent of all Net Revenues earned by such Faculty or Staff from the sale or licensing of such Field Work; and provided, further, however, that any buyer of all or any interest in such Field Work from such Faculty or Staff shall, as a condition precedent to such purchase, agree, in a written instrument delivered to the College, to be bound by the terms and conditions of this Section 13(f) and by the definitions for all capitalized terms used in this Section 13(f). The College shall have the right, in the College's sole discretion at any time to use, sell, or license the use of Field Work anywhere in the world; provided, however, that the College shall account for, and pay over to the Faculty or Staff who created such Field Work, thirty percent of all Net Revenues earned by the College from the sale or licensing of such Field Work; and provided, further, however, that any buyer of all or any interest in such Field Work from the College shall, as a condition precedent to such purchase, agree, in a written instrument delivered to such Faculty or Staff, to be bound by the terms and conditions of this Section 13(f) and by the definitions for all capitalized terms used in this Section 13(f).

(g) Except as otherwise provided in Section 13(e) or Section 13(f), to the extent that the College owns any Intellectual Property as described in this Section 13, the Creator of such Intellectual Property shall (i) be deemed to have assigned, and hereby does assign, to the College any and all rights that such Creator may have or had with respect to such Intellectual Property including the copyright therein if the Intellectual Property is a Work, and (ii) agrees to enter into, execute, and deliver any assignment or similar documents evidencing the ownership of such Intellectual Property by the College as may be requested, from time to time, by the College.

(h) If there are multiple Creators for any Intellectual Property determined by this Policy to be owned by such Creators, those Creators shall determine amongst themselves their relative ownership rights.

(i) 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. Licensing of Intellectual Property.

(a) With respect to any Creator of any of the following Intellectual Property, the College shall be deemed to have granted, and does hereby grant, to such Creator a non-exclusive, royalty-free, perpetual, and worldwide license to use, but not Market (unless otherwise agreed by the

College in a written agreement), such Intellectual Property for educational and scholarly purposes:

- (i) Directed Works; and
- (ii) Educational Works created by Faculty with the Use of College Facilities.

(b) With respect to any Educational Work created by a member of the College Community without the Use of College Facilities, and which Educational Work is used by its Creator at any time, in any manner, or in any portion in a Program, such Creator shall be deemed to have granted, and does hereby grant, to the College a non-exclusive, royalty-free, perpetual, and worldwide license to use, but not Market, such Educational Work for educational and scholarly purposes and in the advertising of the College's educational services.

(c) Nothing in this Policy shall be deemed to grant any license rights to Educational Works created by Staff, Sponsored Works, or 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.

Section 15. 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 15(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 15(a) shall be provided to the IP Committee.

Section 16. Protection of Intellectual Property.

(a) With respect to any Intellectual Property, the person which owns such Intellectual Property, as determined by this Policy, shall be solely responsible for registering such Intellectual Property to the extent that registration is possible. 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 as described in Section 13, 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 as described in Section 13, 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) For any Disclosable Work created by a member of the College Community which is (i) an invention which is or could be eligible for protection under patent laws or (ii) a trade secret, 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 strictly confidential and shall not disclose such Disclosable Work to any person or entity other than the IP Committee. If the College owns any invention, then, until such time as a patent issues for such invention, the Creator of such invention shall keep such Disclosable Work strictly confidential and shall not disclose such invention, or any details thereof, to any person or entity other than the IP Committee. If the College owns any trade secret, the Creator of such trade secret shall forever keep such trade secret strictly confidential and shall never disclose such trade secret to any person or entity other than the IP Committee.

Section 17. Use of College Trademarks.

(a) Except as specifically permitted in Section 17(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 17(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 18. Miscellaneous Provisions.

(a) All notices shall be in writing and 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; (iii) when confirmation of the successful transmission has been received by the sender if sent by facsimile transmission; or (iv) 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 facsimile or electronic mail 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 notice is received of the successful transmission of a legible version. Any payments to be sent shall be by check and sent in the manner described in clause (i) or (ii) of this Section 18(a).

(b) For purposes of notice to the College, the address to be used shall be One Wells Avenue, Newton, Massachusetts 02459, Attn: President and the facsimile number to be used shall be 617-327-4447.

(c) For purposes of notice to any of the College Community, the College shall be permitted to use the address, facsimile number, 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 18(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 (other than Course Work) 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 19. Definitions.

(a) College means William James College, Inc. and includes any institute, center, department, division, or other unit of the College including, without limitation, The Brenner Center.

(b) College Community means all Faculty, Staff, and Students of the College.

(c) Consumable Works are Works which are 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 created by a Student solely as part of such Student's required Program work.

(e) Creator means any one or more members of the College Community who make a significant contribution to the conception, discovery, or reduction to practice of any Intellectual Property.

(f) Directed Work means Intellectual Property 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 created outside of the College. For the avoidance of doubt, Directed Works do not automatically include Intellectual Property created simply because the College expects that Faculty will endeavor to publish materials they create.

(g) Disclosable Work means any Intellectual Property which is or might be a Directed Work, Educational Work, Field Work, Sponsored Work, or Work for Hire.

(h) Educational Work means any Intellectual Property prepared for (a) educational purposes including, without limitation, for use in any Program, or (b) scholarly, academic, literary, or professional purposes connected to the Creator's field of expertise.

(i) Faculty means any person appointed by the College to a faculty or teaching position including tutorial and research assistants and also including guest lecturers for the period of their appearance or service.

(j) Field Work means any Intellectual Property (i) dealing with or related to any of the fields in which the College is providing educational services which fields include, without limitation, psychology, applied psychology, counseling, and criminal justice, and (ii) for the creation of which there was any Use of College Facilities.

(k) Intellectual Property includes, without limitation, any patentable invention, trademark, service mark, trade dress, trade secret, or any copyrightable subject matter including, without limitation, books, articles, papers, course materials, workbooks, test and exam questions and answers, designs, drawings, illustrations, artwork, audio works, video works, audio-visual works, dramatic works, online works, and streaming works.

(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 Work for which any of the following apply:

(i) the College has a license to use, but use may be made only within the limits of that license (please check with the College librarian for any license rights);

(ii) the proposed use of the copyright Work has been determined by the librarian to be a “fair use” and the use of such Work is only within the limits of such “fair use” (please check with the College librarian regarding the limits of such “fair use”); or

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

(o) Market means to distribute for any non-educational or non-scholarly purpose or to advertise, market, sell, license, sub-license, publish, or otherwise commercialize, in each case whether directly or indirectly through any other person or entity.

(p) Net Revenues means all amounts earned from the sale or licensing of Course Work minus any refunds and rebates actually returned to the buyer or licensee of the Course Work by the seller or licensor.

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

(i) the legal protections applicable to such Work have expired; or

(ii) the owner of the Intellectual Property has permitted free 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, seminar, lab study, program, event, or other scholarly or educational activity of any kind at the College, sponsored or arranged by the College, using the facilities of the College, or paid for by the College in whole or in part, whether on or off the College premises and including anything offered or provided online.

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

(u) 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 specified research or other creative activities at the College.

(v) Staff means any person or entity compensated by the College other than Students and Faculty. The term Staff includes, without limitation, librarians of the College library. If a Student is also a College employee, such Student is considered as Staff with regard to Intellectual Property developed as a result of such Student's employment, and as a Student with regard to Intellectual Property developed while participating in any Program. A member of Faculty or Staff who is also taking one or more courses at the College is considered to be, respectively, Faculty or Staff with regard to Intellectual Property developed as a result of such Faculty's or Staff's employment, and as a Student with regard to Intellectual Property developed while participating as a Student in any Program.

(w) Student means any full-time or part-time student enrolled at the College, regardless of whether the student receives financial aid from the College or from outside sources, including, without limitation, persons enrolled in continuing education courses offered by the College.

(x) Trademarks means (i) the College's legal name, namely, William James College, Inc.; (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.

(y) Use of College Facilities means any use of College facilities and personnel 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 and for which no charge is or was paid to the College or its agents. 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 directly reimburse the College for the use of any such facilities and personnel must make arrangements to do so before using any such College facilities or personnel. This provision is not intended to override any other departmental or College policy concerning reimbursement for the usage of any such facilities or personnel.

(z) Work means any original work created by someone other than the user and 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, irrespective of the media on which the Work is written, displayed, saved, stored, or shown including, without limitation, online, cloud-based, analog, and digital storage of any kind.

(aa) Work for Hire means (i) Intellectual Property prepared by any member of the College Community within the scope of his or her provision of 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