
PROPOSED REVISIONS

INTELLECTUAL PROPERTY	All copyrights, trademarks, and other intellectual property rights shall remain with the ESC at all times. <u>This includes but is not limited to, protecting the intellectual property rights of the ESC cooperatives and information technology software, code, or trade secrets, proprietary information, etc. to the fullest extent permitted by law and in keeping with the best interests of the ESC cooperatives.</u>
EMPLOYEES ESC OWNERSHIP	As an agent of the ESC, an employee shall not have rights to work he or she creates on ESC time or using ESC technology resources. The ESC shall own any work or work product created by an ESC <i>employee</i> in the course and scope of his or her employment, including the right to obtain copyrights.
EMPLOYEE OWNERSHIP	If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, ESC-wide license to the ESC for use of the patented work. An ESC employee shall own any work or work product produced on his or her own time, away from his or her job and with personal equipment and materials, including the right to obtain patents or copyrights.
PERMISSION	An ESC employee may apply to the Executive Director or designee to use ESC materials and equipment in his or her creative projects, provided the employee agrees either to grant to the ESC a non-exclusive, non-transferable, perpetual, royalty-free, ESC-wide license to use the work, or permits the ESC to be listed as co-author or co-inventor if the ESC contribution to the work is substantial. ESC materials do not include student work, all rights to which are retained by the student.
WORKS MADE FOR HIRE	The ESC may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the ESC shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.
RETURN OF INTELLECTUAL PROPERTY	Upon the termination of any person's association with the ESC, all permission to possess, receive, or modify the ESC's intellectual property shall also immediately terminate. All such persons shall return to the ESC all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.
COPYRIGHT	Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the Executive Director or designee, the ESC shall require an employee to obtain a license

	<p>or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.</p>
TECHNOLOGY USE	<p>All persons are prohibited from using ESC technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with ESC technology resources. No person shall use the ESC's technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the Executive Director or designee to employ all reasonable measures to prevent the use of ESC technology resources in violation of the law. All persons using ESC technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and EC]</p>
ELECTRONIC MEDIA	<p>Unless a license or permission is obtained, electronic media, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.</p>
DESIGNATED AGENT	<p>The ESC shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The ESC shall include on its Web site information on how to contact the ESC's designated agent and a copy of the ESC's copyright policy. Upon notification, the ESC's designated agent shall take all actions necessary to remedy any violation. The ESC shall provide the designated agent appropriate training and resources necessary to protect the ESC.</p> <p>If a content owner reasonably believes that the ESC's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.</p>
TRADEMARK	<p>The ESC protects all ESC trademarks, including names, logos, mascots, and symbols, from unauthorized use.</p>
SCHOOL-RELATED USE	<p>The ESC grants permission to member districts and ESC-affiliated organizations to use, without charge, ESC trademarks to promote the ESC, if the use is in furtherance of ESC-related business or activity. The Executive Director or designee shall determine what constitutes use in furtherance of ESC-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.</p>
PUBLIC USE	<p>Members of the general public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use ESC trademarks without the written permission of the Executive Director or designee. Any production of merchandise with ESC</p>

trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses ESC trademarks without appropriate authorization shall be subject to legal action.