

# Chicago Public Schools Policy Manual

**Title:** CPS OWNERSHIP OF INTELLECTUAL PROPERTY

**Section:** 802.1

**Board Report:** 00-0322-PO2

**Date Adopted:** March 22, 2000

## **Policy:**

### **INTRODUCTION**

The Board of Education collaborates with vendors, contractors, subcontractors and consultants (third parties) in numerous projects involving the collection of data, the development of databases tailored specifically for CPS, the creation of software customized for CPS, the formulation of studies and recommendations based on data collected with the assistance and approval of CPS, the creation of educational products and materials, and derivatives (new materials added to existing works) all of which constitute "intellectual property." Additionally, Board employees conducting the duties of their employment engage in work that results in the creation of intellectual property. This policy is intended to create guidelines that will protect CPS' ownership of all the intellectual property that results from the work of third parties and CPS employees working within the scope of their duties with the Board.

### **PART I - SCOPE OF THE POLICY**

This policy should be followed by any third party working for CPS; all CPS employees; and all CPS departments.

This policy will apply to all intellectual property covered by 17 U.S.C. 101 et seq., the Copyright Act of 1976, as amended.

### **PART II - THIRD PARTIES**

**(A) Contractual Agreement:** Pursuant to Board Rules 2-5.1 and 5-10.1, all third parties providing to the Board goods and services involving intellectual property must enter into a contract approved by the Board of Education. Such contracts shall include the ownership, confidentiality, and dissemination provisions described below.

**(1) Board Ownership of Intellectual Property:** Each contract between third parties and the CPS shall include an ownership subsection which stipulates that all intellectual property prepared or generated as a result of the agreement between the third party and the Board of Education shall at all times be and remain the property of the Board. All intellectual property shall be delivered to the Board upon demand at any time and in any event shall be promptly delivered to the Board upon expiration or termination of the agreement.

**(2) Confidentiality:** In performance of services for the Board, a third party may have access to or receive certain information that is not generally known to others ("confidential information"). All third parties must agree not to use or disclose any confidential information or any records, reports, or documents prepared or generated as a result of this agreement with the Board without prior written consent of the Board or its designee. This provision shall survive the expiration or termination of the agreement between the parties.

**(3) Dissemination of Information:** A third party shall not disseminate any information obtained in performance of services for CPS without the prior written consent of the Board or its designee. In the event that a third party is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, other documents which may be in the third party's possession as a result of the services being conducted for the Board, the third party shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it before such records, data, other documents are submitted to the court or other documents are submitted to a court or other third party. However, third parties shall not be obligated to withhold such delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or withdrawn, or the time to produce is otherwise extended. A third party agrees to cause its key personnel, staff and/or subcontractors, if any, to maintain the same

confidentiality obligations agreed to by the third party itself.

**(B) Exceptions:** Any exceptions or deviations to the ownership, confidentiality, and dissemination provisions of this Policy must be approved by the General Counsel of the Board.

**(C) Enforcement:** Third party violations of this Policy will be considered as a breach of contract.

### **PART III - BOARD EMPLOYEES**

**(A) Work for Hire:** The Board owns an intellectual property created by Board employees working within the scope of his or her employment duties under the work for hire provisions of the Copyright Act. The Board's ownership of such intellectual property remains in effect after the employees' employment relationship with the Board has ceased.

**(B) Enforcement:** Board personnel who violate the Policy will be subject to discipline pursuant to the Employee Discipline Code.

**Amends/Rescinds:**

**Cross References:**

**Legal References:**