

INTELLECTUAL PROPERTY POLICY AND AGREEMENT

Cem Kaner's Research Lab

September 17, 2002

Welcome to my lab. One of the things we have to set out at the start of your work here is an agreement about your and my intellectual property rights in the work that we do in the lab. I would appreciate it if you would review this document carefully and then, if you agree to its terms, sign it and return it to me.

This agreement allocates rights between you and me. In some cases, especially with patentable technology, Florida Tech may have some rights in your work as well as to mine. Florida Tech's rights are spelled out in the Faculty Handbook. This agreement neither expands nor modifies Florida Tech's rights.

BACKGROUND

This lab has several types of projects.

Some projects will be done primarily by one student. Typically (but not always), work coming out of this project will also count for academic credit, such as a Master's thesis, a dissertation, an undergraduate project, or a research essay. The general rule is that if you did the project on your own (even if you used our lab's equipment and books and got suggestions and feedback from me), it is your work, not a collective work. In this agreement, we'll call these "individual works."

Most of our projects involve collective work--several people work together. Some people might contribute only a little bit to the project, while others might contribute much more. For purposes of this agreement, any piece of work that was developed by two or more people will be called a "collective work."

Sometimes, a few people (I am thinking of two or three, not five or six, which is getting to be a lab collective work) will choose to work on a project together as co-developers or co-authors, with the intent of presenting the results as their own work. If you work on a project like this, you should make an agreement with me early in the project. Otherwise, your project will be classed as a "collective work." In this agreement, we'll call these "co-authored works."

Finally, there are non-projects. Suppose that you have a desk in the lab, with a computer supplied by the lab and a network connection supplied by the lab, and that you surf the net through the web server and do your writing using software paid for by the lab. Some of the work you'll do will not be lab-related work. You might write an essay (or even a thesis) that is not related to our lab. Or you might write a paper -- even one on testing -- that summarizes your individual work but was in no way funded or supported by the lab. (I will not count basic use of our equipment as funding or support.) As between me and you, I consider this work purely yours and assert no claim to it whatsoever. To avoid surprises, I am laying out the following rule: A project that is within the scope of the lab's work is a lab project UNLESS you and I reach an agreement that excludes it. If you are working on a project that might fall within the scope of the lab's work, but you want it treated as entirely your own work product, please see me as soon as you realize that there might be an issue.

INDIVIDUAL WORKS

Under this agreement, you will own the copyright in your individual work. However, like any author, you can transfer your copyright to someone else (such as a company funding your research).

If you publish a paper (including conference talks) based on your work in the lab, and if you used significant lab resources or you received significant suggestions and feedback from me, you should offer me the opportunity to co-author or co-sign the publication. If you feel strongly that you don't want to co-author or co-sign the publication with me, you will advise me that you are writing and submitting this paper without my co-authorship. If we do co-author a publication, the order of authorship will be determined by our relative contributions to the work. "Contributions" includes key ideas, effort involved in doing the research, the actual writing, etc. If the majority of the key ideas in the publication came from me AND I did most of the writing of the publication, then I can choose to be first author of the publication no matter how much time you spent collecting data.

Any publications of your work must properly acknowledge the sources that funded your research.

You grant to me an irrevocable license to reproduce your work in my lab (including raw data, draft papers, and publications) on my lab's website (currently www.testingeducation.org) and to license others to reproduce it under the standard license provided to visitors to that site. If I leave Florida Tech, I will retain that license to reproduce your work on my research website(s) elsewhere. If some new technology is developed that enables free or almost-free distribution of materials to the public, your license grant extends to allow me to publish your work under that new technology.

You grant to me an irrevocable license to quote from your work (attributing the work to you and citing your publication) in my writings, and to publish those writings without payment of a royalty to you.

You grant to Florida Tech's Department of Computer Sciences an irrevocable license to reproduce your work as a Technical Report. I will decide which works are actually appropriate for submission as Technical Reports.

CO-AUTHORED WORKS

The co-authors will own the copyright in the co-authored work. However, like any author, you can transfer your copyright to someone else (such as a company funding your research).

The same publication and licensing rules apply to co-authored works as to individual works.

COLLECTIVE WORKS

You transfer all of your rights in these works to me. I will acknowledge your contribution in any publication of the collective work if, in my sole discretion, I consider that your contribution was up to the standards of the lab and substantial enough that it would be fair to list you alongside people who had made greater contributions to the same work.

PROJECT VOLUNTEERS

Sometimes students volunteer to work in the lab and help a student who is creating an individual work, such as a Master's thesis. If you work as a volunteer on a project that would normally be submitted as an individual work, such as a thesis, a dissertation, or an essay, you are donating your time to that project. You will not gain intellectual property rights in the project. The student will submit the project as her or his own work and will acknowledge your contribution to the extent that s/he deems appropriate. If you feel that you should have or wish to earn additional rights, you must negotiate these with the student. If you and the student do not reach an agreement as to your rights, the lab policy is that you have no rights--and you are agreeing to this policy as a condition of working as a volunteer (and gaining research experience) in the lab. If you are looking for co-authorship or other intellectual property rights, it is very important for you to negotiate them early, before you invest too much time and risk being disappointed if the agreement is not to your liking.

If you agree to these terms, please sign and date this agreement here:

Signed

Date

/s/ Cem Kaner