

**INTELLECTUAL PROPERTY POLICY AND PROCEDURES
EDUCATION AND WORK CONSORTIUM/
WELFARE TO CAREERS PROJECT**

Each Collaborating Institution (all terms contained herein have the same meanings assigned in the Consortium Agreement) shall appoint an individual to act as a liaison (“Institution Liaison”) to publicize and make Project Research available to faculty and other interested persons at each Collaborating Institution. General access shall be granted to faculty members of Collaborating Institutions [although access may be granted to other individuals upon presentation of appropriate credentials and qualifications.]

All requests for access must be in writing, identify the purpose for which access is sought, the subject and scope of the intended research, and the expected publication or other dissemination resulting from the research.

The Consortium Liaison shall screen requests for access to Project Research, and bring appropriate requests to the Executive Committee for review and approval. The written request and signed Agreement for Use of Welfare to Careers Consortium Intellectual Property (“Use Agreement,” attached as Exhibit A) shall be provided to the Executive Committee.

Upon approving a request for access, the Executive Committee shall execute the Use Agreement. The Institution Liaison shall be responsible for distributing copies of the executed Use Agreement to the Institution Liaison at each Collaborating Institution.

No intellectual property may be published or disseminated without written approval by the Executive Committee. Such approval shall include a review of the credit given to the Consortium for the use of the Project Research.

Each Collaborating Institution shall ensure that publication and/or use of any intellectual property whose creation has been wholly or partly funded by the Consortium will credit the Consortium.

Each Collaborating Institution will take necessary steps to secure and protect intellectual property rights relating to the Project Research, pursuant to applicable law and the Collaborating Institution’s intellectual property policy, through the execution of appropriate assignments or other documents.

To the extent there is no conflict with this policy, Collaborating Institutions shall comply with their own internal procedures and policies relating to intellectual property. If there is any conflict between Collaborating Institution policies and this Policy, the terms of this Policy shall prevail.

**AGREEMENT FOR USE OF WELFARE TO CAREERS CONSORTIUM
INTELLECTUAL PROPERTY**

WHEREAS, the Metropolitan College of New York (“MCNY”), The City University of New York, acting on behalf of one of its senior colleges, Medgar Evers College (“Medgar Evers”) and Pace University (“Pace”), together (the “Collaborating Institutions”), entered into a Consortium Agreement dated January 1, 2002 (the “Consortium Agreement”); and

WHEREAS, the Consortium was formed to develop and implement a welfare-to-careers project (the “Project”) that links college education to work experience and sustainable career training through a unique collaboration between the public and private sectors; and

WHEREAS, pursuant to the Consortium Agreement, Pace shall design research for the Project (“Project Research”), and each Collaborating Institution shall encourage the participation of its faculty and staff in research and scholarly activity appropriate to the Consortium; and

WHEREAS, the Consortium Agreement provides that:

Except as limited by External Funding Agreements, intellectual property developed as a result of the Project Research will be jointly owned by the Collaborating Institutions. To the extent that Project Research intellectual property is developed by faculty of a Collaborating Institution, that Collaborating Institution will secure those rights for Consortium purposes, pursuant to applicable law and the Collaborating Institution’s intellectual property policy. Publication and/or use of any intellectual property, whose creation has been wholly or partly funded by the Consortium, will credit the Consortium.

(Article V)

and

WHEREAS, the Consortium Agreement further provides that the Executive Committee composed of representatives from the Collaborating Institutions shall approve publication of Project Research, consistent with the policies of each Collaborating Institution;

NOW, THEREFORE, as a condition of receiving access and permission to utilize Project Research or other intellectual property associated with the Project, I agree to the following terms and conditions:

I understand and agree that all intellectual property created using the Project Research in whole or in part shall constitute Sponsored Research, produced under an externally funded grant, and is jointly owned by the Collaborating Institutions.

Publication and/or use of any intellectual property developed from Project Research will credit the Consortium.

I must cooperate in seeking legal protection for intellectual property developed from Project Research, including executing assignments, declarations or other documents required to set forth the ownership and rights to the intellectual property.

All intellectual property generated using the Project Research must be approved by the Executive Committee of the Consortium prior to publication or dissemination. Such approval shall include a review of the credit given to the Consortium for the use of the Project Research.

If necessary to comply with the requirements of professional journals or other publishers, I may request that the Consortium assign its copyright to me, but I understand that such request may not be granted.

To the extent I might otherwise be entitled to any income, fees, or compensation under the Intellectual Property Policy of my Collaborating Institution, I hereby waive and release any such rights and assign such rights to the Consortium and Collaborating Institutions as the owners of the Project Research and resulting intellectual property.

Compliance with the terms and conditions of this Agreement shall be in addition to any obligations required under the Intellectual Property policy of the Collaborating Institution with which I am associated. If there is any conflict between those policies and this Agreement, the terms of this Agreement shall prevail.

Name of Requestor (print): _____

Signature of Requestor: _____

Date: _____

Associated Institution: _____

Executive Committee
Representative: _____

Date: _____