Sec. 1. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyrights, trademarks, and other intellectual property rights shall remain with Midland Academy Charter at all times.

a) *Student Work*

A student shall retain all rights to work created as part of instruction or using Midland Academy Charter technology resources.

b) *Employee Work*

As an agent of Midland Academy Charter, a Midland Academy Charter employee shall not have rights to work he or she creates on Midland Academy Charter time or using Midland Academy Charter technology resources. Midland Academy Charter shall own any work or work product created by a Midland Academy Charter employee in the course and scope of his or her employment, including the right to obtain copyrights.

If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, district-wide license to Midland Academy Charter for use of the patented work. A Midland Academy Charter 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.

A Midland Academy Charter employee may apply to the Superintendent or designee to use Midland Academy Charter materials and equipment in his or her creative projects, provided the employee agrees either to grant to Midland Academy Charter a non-exclusive, non-transferable, perpetual, royalty-free, district-wide license to use the work, or permits Midland Academy Charter to be listed as co-author or co-inventor if Midland Academy Charter contribution to the work is substantial. Midland Academy Charter materials do not include student work, all rights to which are retained by the student.

c) *Works Made for Hire*

A "work made for hire" is:

1. A work prepared by a Midland Academy Charter employee within the scope of employment; or
2. A work specially ordered or commissioned for use as a contribution to a collective work (for example, a supplementary work, a test, an instructional text, answer material for a test, etc.) if the parties agree in a signed written instrument that the work is considered a work made for hire.

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Midland Academy Charter may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that Midland Academy Charter 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.

d) ***Return of Intellectual Property***

Upon the termination of any person's association with Midland Academy Charter, all permission to possess, receive, or modify Midland Academy Charter's intellectual property shall also immediately terminate. All such persons shall return to Midland Academy Charter 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.

Sec. 2. USE OF COPYRIGHTED MATERIAL

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the Superintendent or designee, Midland Academy Charter shall require an employee or student to obtain a license 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.

a) ***Technology Use***

All persons are prohibited from using Midland Academy Charter technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with Midland Academy Charter technology resources. No person shall use Midland Academy Charter's technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the Superintendent or designee to employ all reasonable measures to prevent the use of Midland Academy Charter technology resources in violation of the law. All persons using Midland Academy Charter technology resources in violation of law shall lose user privileges in addition to other sanctions.

b) ***Electronic Media***

Unless a license or permission is obtained, electronic media in the classroom, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.

Sec. 3. TRADEMARK USE

Midland Academy Charter protects all Midland Academy Charter and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

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a) ***School-Related Use***

Midland Academy Charter grants permission to students, student organizations, parent organizations and other Midland Academy Charter affiliated school-support or booster organizations to use, without charge, Midland Academy Charter and campus trademarks to promote a group of students, an activity or event, a campus, or Midland Academy Charter, if the use is in furtherance of school-related business or activity. The Superintendent or designee shall determine what constitutes use in furtherance of school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

b) ***Public Use***

Members of the general public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use Midland Academy Charter trademarks without the written permission of the Superintendent or designee. Any production of merchandise with Midland Academy Charter 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 Midland Academy Charter trademarks without appropriate authorization shall be subject to legal action.

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