

NEW MEXICO SCHOOL FOR THE ARTS
HIGH SCHOOL

INTELLECTUAL PROPERTY RIGHTS POLICY

The New Mexico School for the Arts (the "School") seeks to encourage creativity and invention among its students, faculty and staff, and the School recognizes that its students, faculty and staff, working individually and collectively, may be the original creators of artistic works. The School supports the Intellectual Property Rights of its students, faculty and staff in materials they create or otherwise author, including but not limited to art objects, works of original authorship (including both literary and artistic works and documentations of these such as photographs or art works), software, scholarly or creative work and its derivatives in any medium subject to the terms set forth in this policy. This policy governs the Intellectual Property Right of the School, its students, faculty and staff in work products, ideas, and inventions (regardless of the medium) created in connection with activities associated with the School (the "Work" or "Works"). The term Intellectual Property Rights as used in this policy, refers to copyrights, rights in trademarks, and service marks, patents, moral rights and other intangible proprietary rights. The term "Works" as used in this policy does not include any Works created by students, faculty or staff outside the scope of their activities in connection with the School, except to the extent that such activities fall within one of the limited exceptions ("Exceptions") set forth below in this policy.

The School affirms its commitment to the personal ownership by its students, faculty and staff of Intellectual Property Rights in Works they create, subject to the Exceptions and expressly subject to the School's right to a non-exclusive, royalty-free, worldwide license ("License") to use the Works or reproductions or images of the Works for purposes of education and for website content, advertising, promotional or fund-raising purposes for the School. With regard to tangible Works of fine art or applied art, the License will attach only to stored reproductions and images of the Work and does not give the School the right to the tangible Works themselves. The License to the School is not intended to inhibit the ownership or use of a Work or the Intellectual Property Rights of a student, faculty or staff member of the School in such Work. The School will make reasonable efforts to display indicia of the authorship of a Work. The License shall be presumed to arise automatically and no additional formality shall be required and shall be in addition to any other interests which the School may receive.

When any of the following Exceptions applies to a Work, then any student, faculty and staff member who participates in the creation of the Work will retain the following "Student/Faculty Minimum Rights": the right to make and retain a reproduction; the right to include that reproduction in their portfolio; and the non-transferable right to copy, use, display and distribute that reproduction for non-commercial purposes. The Exceptions are the following:

1. Outside Sponsored Work. Works created as part of activities conducted in association with an outside sponsor for which financial support or contribution from an external organization or sponsor, including commercial organizations which have been approved by the School.
2. School Sponsored Work. Works created as part of activities which are commissioned or sponsored by the School which either is covered by the "Work for Hire" doctrine or is the subject of a separate agreement, such as a grant. A Work is sponsored by the School when the School's support makes the Work possible, or when the School provides

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exceptional support with money, facilities, equipment or staff or the development or production of a Work.

3. Student or Faculty Initiated Works. Works created by students or faculty in which the student or faculty member (1) seeks and receives assistance from the School assistance from the School with obtaining intellectual property protection or assistance with an agreement or with commercialization of a Work or (2) seeks permission and the School, in its sole discretion, grants permission to use one of the School's names, trademarks, or other School intellectual property rights in connection with a Work.

This Intellectual Property Rights Policy was amended by the Governing Council of the NMSA, effective as of August 5, 2014.

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ATTEST:



SHERRY THOMPSON, Chair
of the Governing Council



PAULA TACKETT, Secretary
of the Governing Council