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| Employees                       | As an agent of the ESC, an employee shall not have rights to work he or she creates on ESC time or using ESC technology resources. The ESC shall own any work or work product created by an ESC employee in the course and scope of his or her employment, including the right to obtain copyrights.   |
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| Return of Intellectual Property | Upon the termination of any person's association with the ESC, all permission to possess, receive, or modify the ESC's intellectual property shall also immediately terminate. All such persons shall return to the ESC 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.   |
| <b>Copyright</b>                | Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the Executive Director or designee, the ESC shall require an employee 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. |

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| Technology Use     | All persons are prohibited from using ESC technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with ESC technology resources. No person shall use the ESC's technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall direct the Executive Director or designee to employ all reasonable measures to prevent the use of ESC technology resources in violation of the law. All persons using ESC technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and EC]  |
| Electronic Media   | Unless a license or permission is obtained, electronic media, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.   |
| Designated Agent   | <p>The ESC shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The ESC shall include on its Web site information on how to contact the ESC's designated agent and a copy of the ESC's copyright policy. Upon notification, the ESC's designated agent shall take all actions necessary to remedy any violation. The ESC shall provide the designated agent appropriate training and resources necessary to protect the ESC.</p> <p>If a content owner reasonably believes that the ESC's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.</p> |
| <b>Trademark</b>   | The ESC protects all ESC trademarks, including names, logos, mascots, and symbols, from unauthorized use.  |
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