



# Brentwood Baptist

## 8.01 Intellectual Property Rights (IPR) Policy Intent

The goal of this policy is to create a framework within which BBC staff members may maximize their creative efforts while recognizing the inherent value of the resources provided by BBC to its employees to achieve those creative efforts, to encourage creative efforts of the staff to help them reach their full potential, to encourage staff in professional development, to help other churches that do not have the resources to develop materials independently, and to use every medium available to connect people with Jesus Christ. BBC will fulfill our vision as a teaching church and expand the reach of our ministries by developing professional materials and up to date media distribution outlets to connect people to Jesus Christ.

## 8.02 IPR Doctrine

Our Intellectual Property (IP) policy covers three types of IP that could be created by an employee of Brentwood Baptist. An employee's IP is classified into one of three categories by interpreting the IP examples in the Operations Manual, through decision of the Executive Pastors' Office, and as necessary, through the Church's Staff Resource Team and Trustees. It's the responsibility of a new or prospective employee to read the supporting documents for this policy in the Operations Manual.

The three categories and their definitions are:

1. Employee Created Work, Assigned to Church - *IP created and initiated by employee, but transferred ownership to Brentwood Baptist in pre-determined agreement due to substantive usage of Brentwood Baptist resources. This work is not in, or implied in, job description. Brentwood Baptist may decide to assign limited rights in the copyright to employee for creation.*
2. Work-for-Hire, Creation Owned by Church - *This is the day-to-day work creation that is outlined, implied in job description, or covered by scope of job. At point of creation and into perpetuity, the church owns creation exclusively.*
3. Employee Creation, Not Owned by Church - *Creation by employee outside of their outlined, implied job description, or covered by scope of job. This is the employee's IP and may be used as they desire. Limited church resources may be used in creation of IP if pre-approved by the Executive Pastors' office. This also includes IP created by employee prior to their employment with Brentwood Baptist.*

## 8.03 Clarifications, Challenges and Exceptions

The process for clarification or challenge of IP policy begins with employee and his or her department head bringing matter to appropriate Executive Pastors' office. The Executive Pastor's office will then provide decision and may utilize the Staff Resource Team and Trustees for consultation and approval. The Trustees in consultation with the SRT may make exceptions to the IP policy and its rulings.

## **8.04 Proceeds and Designations**

Proceeds from staff works that produce revenue to BBC will be used to further the ministry defined in 8.01 above. The staff member responsible for the works that produced the revenue may submit a request to the Finance Ministry Team to designate the revenue for a specific ministry of the church. Such designation, however, is at the discretion of the Finance Ministry Team and subject to approval by the Trustees.

## **8.05 Compensation**

Staff members who produce works in the “Employee Created Work, Assigned to Church” that are subsequently distributed to broader markets may be recognized via bonuses and/or salary increases compensation by the SRT in addition to, and in a manner consistent with, annual compensation reviews conducted by the SRT.

## **8.06 Approvals for Assignments of IP to Church and/or Employee**

If an employee desires to create IP, but also desires to use church resources, he or she is eligible for approval for IP work if assignment is made to Brentwood Baptist. The employee would work with supervisor and department head for initial approval. It is then brought to the Executive Pastors’ office, who will work in consultation with SRT and/or Trustees for assignment approval.

Brentwood Baptist may wish to assign limited rights in the copyright to employee for their work that is owned by BBC. This request can begin with employee, supervisor, department head or Executive Pastors’ office. All assignments will be a matter of record. Supporting legal documentation will be placed in employee’s personnel file, and copies will be made available to employee.

## **8.07 Promotion**

BBC has the right but not the obligation to promote, market, or use materials created by a staff member during the term of or subsequent to their employment, the determination as to whether to use, market or promote such materials and the method or manner thereof being within the sole discretion of the Trustees or their representatives.

## **8.08 Purchase of Rights by Staff Member**

In the event that a staff member wishes to purchase the rights to a work he or she has produced in the categories of “Employee Created Work, Assigned to Church” or “Work-for-Hire, Creation Owned by Church”, the Trustees may agree to sell or transfer rights in any such work to the staff member upon request and, if deemed appropriate, may obtain legal and tax counsel to determine the appropriate value for the rights prior to finalizing terms with the staff member.

## **8.09 Name, Likeness and Biographical Release**

BBC has the right to use any staff member’s name, any pseudonym which the staff member may use, likeness, portrait, picture, and biographical information in connection with the promotion of BBC and any of its programs and in connection with the publication, sale, distribution, and/or marketing of works or other products associated with, or created by such staff member for, or at

the direction of, BBC. Photographs or images of the staff member may be altered, combined with other photographs or art work, combined with any printed, visual, or audio material, enhanced with computer or other technology, and used in any medium and multi-media formats now known or hereafter invented for the purposes set out in the document. This right will continue in effect beyond the staff member's employment with BBC.

## **8.10 Disputes**

In the unlikely event that any controversy should arise out of or relating to this agreement, the parties agree to first attempt to resolve such claim or dispute through biblically-based mediation. The staff member or BBC may initiate the mediation process by sending a written notice (the "mediation notice") to the other party. Mediation will proceed according to procedures agreed by the parties following receipt of the mediation notice. If mediation is unsuccessful, then the matter must be resolved by binding arbitration by an arbitrator or arbitrators who is or are a professed Christian or Christians mutually agreed to by the parties, or selected in accordance with the procedures set out in the rules of the American Arbitration Association, and the claim or dispute will be resolved in accordance with the rules of that organization. Either party may initiate arbitration by written notice (arbitration notice) to the other party. The parties will keep such claim or dispute and mediation/arbitration proceedings confidential, except as necessary to effectuate the process. The parties agree that mediation and arbitration are their sole remedies in connection with any claim or dispute arising under or with respect to this agreement, that they may not sue or otherwise bring an action against the other except to compel compliance with these mediation/arbitration provisions and that they hereby waive their rights to sue or to other remedies. The parties will abide by, perform, accept, and fulfill the final award or finding concerning such questions without recourse to any other court or tribunal, except to the extent necessary to enforce said final award or finding. The other party will respond promptly and cooperate in the mediation process and, if necessary, the arbitration process. Each party agrees to provide such information and/or documents as the mediator or arbitrator may request. Either party may elect to be advised by an attorney during the process and such attorney may participate in the process but no attorney may take the place of a party in the process or participate in lieu of participation by the party. The parties will equally bear the cost of such mediation/arbitration unless they agree to another division of the mediation/arbitration costs before or in the course of the process.