

# CSI Copyright and Intellectual Property Policy and Procedures

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### **Copyright Statement**

The U.S. Constitution gave Congress the power “To promote the Progress of Science and useful Arts by securing, for limited Time, to Authors and Inventors the exclusive Right to their respective Writings and Discoveries.” The copyright owner has the exclusive right to produce copies of the work, prepare derivative works, distribute copies by sale or otherwise, and display or perform the work publicly (U.S.C. Title 17, section 106).

The College of Southern Idaho interprets and applies copyright and intellectual property laws so as to encourage the discovery of new knowledge and its dissemination to students, to the profession, and to the public. Within that tradition, it has been the prevailing academic practice

- a) to treat the faculty member as the copyright owner of works that are created independently and at the faculty member's own initiative for traditional academic purposes, and
- b) to employ the principle of Fair Use in teaching and other academic activities, as provided in the Copyright Act.

## Statement of Principles and Objectives

The following statements and procedures represent a sincere effort by the College to adhere to the provisions of copyright and intellectual property laws and regulations:

1. The College strictly prohibits the illegal use, reproduction, distribution, public display, or performance of copyrighted materials in any form.
2. Only legal copies of copyrighted materials may be made or used on College equipment.
3. College employees shall place appropriate copyright notices on or near all equipment capable of duplicating copyrighted materials.
4. CSI employees who create new works of intellectual property shall be responsible for making sure that any work produced with College resources is in compliance with all applicable copyright and intellectual property laws and regulations.
5. The College shall make this Policy widely accessible and shall provide to faculty, staff, and students access to current and reliable information on copyright and intellectual property laws and regulations, and specific compliance strategies through its copyright website. (<http://copyright.csi.edu>)
6. The College shall offer training opportunities in copyright and intellectual property.
7. The Library shall make support materials available at <http://libguides.csi.edu/copyright>.
8. College personnel shall be responsible to learn about copyright laws and regulations, statutory exemptions (such as the Fair Use Doctrine), and about when and how to request necessary clearances and written permissions.
9. Each member of the College community must take individual responsibility for copyright compliance.
10. Members of the College community who willfully disregard this Policy and/or copyright and intellectual property laws and regulations, do so at their own risk and assume all liability for their actions.

## Section 1: Applicability

- a) This Policy applies to all types of intellectual property whether they may be protected by copyright, patent, trademark, trade secret or other intellectual property law.
- b) Except as set forth in this Policy, this Policy (as amended from time to time) shall constitute an agreement that is binding, as a condition of:
  - a) employment, enrollment and attendance at CSI, and/or use of College resources, funds or facilities, to:
    - i) the College,
    - ii) all persons employed full- or part-time by the College,
    - iii) all persons acting under contract with the College for commissioned works,
    - iv) students, and
    - v) all persons who use the College's facilities while under the supervision of institutional personnel, including but not limited to visiting faculty, adjunct

faculty and students, unless special agreements are negotiated between the creator(s) of the intellectual property in question and the College.

New employees and students become bound by this Policy when they are hired or admitted. Current faculty and staff become bound by this Policy when they sign employment contracts or on the first day of their continued employment with CSI following the effective date of this Policy. Current students become bound by this Policy when they sign up for classes or on the first day of their continued enrollment at CSI following the effective date of this Policy.

- c) The intellectual property rights of the College cannot be subordinated to a third party. Employees shall not enter into unauthorized intellectual property agreements, express or implied, which compromise the intellectual property rights of the College.
- d) No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrighted works and other intellectual property owned by the College except by an official specifically authorized to do so.

## **Section 2: Registered Copyright Agent**

The CSI Board of Trustees and the College President have ultimate authority and responsibility for the stewardship of intellectual property developed at the College. Primary responsibility is delegated to the Registered Copyright Agent for developing and recommending operational guidelines and procedures for the administration of intellectual property,

The Registered Copyright Agent shall serve a variety of purposes:

1. Administer and oversee the *CSI Copyright and Intellectual Property Policy*.
2. Confer with the Executive Vice President on various issues related to intellectual property.
3. Address issues brought forward by CSI faculty, staff and students concerning the creation, use, and ownership of intellectual property.
4. Receive, review and maintain records of written agreements and disclosures required by this Policy.
5. Investigate claims of unauthorized use or copyright infringement, working closely with the ad hoc committee appointed by the Executive Vice President.
6. Assist in dispute resolutions surrounding copyright and intellectual property and making recommendations to the President on any disagreements arising out of the administration of the Policy.

## **Section 3: Dispute Resolution**

Disputes concerning application of the Policy shall be resolved through a review by an ad hoc committee appointed by the Executive Vice President, meeting with a representative of the creator(s). The decision of the Committee may be appealed to the President of the College.

Any question of interpretation or claim arising out of or relating to this Policy or dispute as to ownership rights of intellectual property under this Policy will be settled by the following procedures:

1. Any copyright and intellectual property dispute involving the creator(s), a department, or the College that cannot be settled through informal discussions shall be submitted in writing (electronic or hard copy letter) to the ad hoc committee.
2. The Committee shall review the matter and then advise the parties in writing of its decision within 60 days of the submission of the letter.
3. The Committee's decision can be appealed to the President. An appeal in writing must be made within 15 days of notification of the Committee's decision.
4. The President will notify in writing the individual(s) submitting the appeal and the Committee of his decision within 15 days of receipt of the letter of appeal.
5. The President's decision can be appealed to the CSI Board of Trustees, and the Board's decision is final. Appeal to the Board must be made within 30 days of notification of the President's decision. The Board shall render its decision within 30 days of receipt of the appeal.
6. The Committee shall be empowered to request any and all parties to submit evidence related to each case and to seek testimony from witnesses.
7. The above procedures shall not preclude use of the grievance provisions included in the *CSI Policies and Procedures Manual*.

By engaging in these procedures, neither the creator(s) nor the College waives other rights described elsewhere in this Policy or as provided by applicable state and federal law.

#### **Section 4: Enforcement and Penalties**

1. Anyone who is bound by this Policy and violates applicable copyright and other intellectual property laws and regulations or the terms of this Policy is subject to appropriate disciplinary actions as well as civil remedies and criminal penalties provided by federal and state law.
2. Disciplinary action may include, but is not limited to, denying access to network and other computer services, failing grade in a course, oral or written reprimand, complete loss of CSI privileges, and dismissal from the College.
3. The College may be statutorily required to refer copyright infringement claims or repeat violations to the authorities.
4. Title 17 of the U. S. Code specifies these penalties for different levels of copyright infringement:

#### **§504. Remedies for infringement: Damages and profits**

(a) In General.—Except as otherwise provided by this title, an infringer of copyright is liable for either—

(1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or

(2) statutory damages, as provided by subsection (c).

(b) Actual Damages and Profits.—The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

(c) Statutory Damages.—

(1) Except as provided by clause (2) of this subsection, the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than \$750 or more than \$30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.

(2) In a case where the copyright owner sustains the burden of proving, and the court finds, that infringement was committed willfully, the court in its discretion may increase the award of statutory damages to a sum of not more than \$150,000. In a case where the infringer sustains the burden of proving, and the court finds, that such infringer was not aware and had no reason to believe that his or her acts constituted an infringement of copyright, the court in its discretion may reduce the award of statutory damages to a sum of not less than \$200. The court shall remit statutory damages in any case where an infringer believed and had reasonable grounds for believing that his or her use of the copyrighted work was a fair use under section 107, if the infringer was: (i) an employee or agent of a nonprofit educational institution, library, or archives acting within the scope of his or her employment who, or such institution, library, or archives itself, which infringed by reproducing the work in copies or phonorecords; or (ii) a public broadcasting entity which or a person who, as a regular part of the nonprofit activities of a public broadcasting entity (as defined in section 118(f)) infringed by performing a published nondramatic literary work or by reproducing a transmission program embodying a performance of such a work.

(3)(A) In a case of infringement, it shall be a rebuttable presumption that the infringement was committed willfully for purposes of determining relief if the violator, or a person acting in concert with the violator, knowingly provided or knowingly caused to be provided materially false contact information to a domain name registrar, domain name registry, or other domain name registration authority in registering, maintaining, or renewing a domain name used in connection with the infringement.

(B) Nothing in this paragraph limits what may be considered willful infringement under this subsection.

(C) For purposes of this paragraph, the term "domain name" has the meaning given that term in section 45 of the Act entitled "An Act to provide for the registration and protection of trademarks used in commerce, to carry out the provisions of certain international conventions, and for other purposes" approved July 5, 1946 (commonly referred to as the "Trademark Act of 1946"; 15 U.S.C. 1127).

(d) Additional Damages in Certain Cases.—In any case in which the court finds that a defendant proprietor of an establishment who claims as a defense that its activities were exempt under section 110(5) did not have reasonable grounds to believe that its use of a copyrighted work was exempt under such section, the plaintiff shall be entitled to, in addition to any award of damages under this section, an additional award of two times the amount of the license fee that the proprietor of the establishment concerned should have paid the plaintiff for such use during the preceding period of up to 3 years.

#### **§505. Remedies for infringement: Costs and attorney's fees**

In any civil action under this title, the court in its discretion may allow the recovery of full costs by or against any party other than the United States or an officer thereof. Except as otherwise provided by this title, the court may also award a reasonable attorney's fee to the prevailing party as part of the costs.

### **Section 5: Allegations of Infringement**

CSI's Registered Copyright Agent will investigate allegations of College owned intellectual property infringing on others' copyright and will recommend appropriate action.

The copyright agent will also support investigations by the College of alleged illegal use of College owned intellectual property. If such action is started by the College or by the College in concert with the creator(s), all costs of such action will be borne by the College. If the College decides not to act on an alleged unauthorized use of the property, the creator(s) may initiate action to pursue redress. Costs of such action will be borne by the creator(s), who shall have the rights to all recoveries resulting directly from the action.

If CSI faculty, staff or students discover that a copyright is being infringed or other intellectual property laws and regulations are broken, they should promptly notify the College's Registered Copyright Agent.

For detailed procedures of handling claims of copyright infringement, see Report a Claim of Infringement (<http://copyright.csi.edu/report.html>).

## **Section 6: Ownership of Intellectual Property**

### **Individually Supported Works**

Individually supported work is work that is created independently, at the creator's initiative, on his or her own personal time, prepared outside the course and scope of College employment without any direct support from or through CSI and without the use of any College resources.

The College shall have no claim or rights to individually supported works of CSI faculty, staff, and students.

### **Scholarly, Educational, Artistic, Musical or Literary Works**

This category includes scholarly, educational, artistic, musical, or literary works created by CSI faculty, staff or students, primarily for the purposes of teaching, scholarship, and professional development, in their field of expertise, regardless of the form of expression or mode of transmission (from here on, a "scholarly work").

Faculty are responsible for obtaining all permissions necessary to avoid copyright infringement or invasion of privacy.

### **Works Created with "Nominal Use" of College Resources**

"Nominal use" of College resources means the incidental use of College facilities, personnel, equipment, hardware, software, materials, supplies, and/or College funds which are customarily available or provided in the course of the faculty or staff member's usual appointment or assignment.

The College relinquishes (to the creator) ownership and rights to any income generated from intellectual property created with only "nominal use" of College resources, as long as the time involvement of the creator of the project does not compromise his or her core responsibilities.

### **Works Created with "Substantial Use" of College Resources**

"Substantial use" of College resources means more than incidental non-reimbursed use of major College facilities (laboratory, studio, production facilities, computing facilities, etc.), resources (personnel, equipment, materials and supplies), and funds.

Indirect costs shall not be considered "substantial use" of College resources. "Substantial use" of College resources does not include the incidental use of personal office space and supplies, telephone, library resources, and ordinary access to personal computer and College networks for activities that are permitted under the College's *Policies and Procedures Manual* and *CSI Computer Use Policy*.

CSI faculty, staff and students shall have the obligation to disclose in writing their intentions to develop intellectual property that requires "substantial use" of College resources

and assign title to the College. Disclosure must be made prior to the start of the project and must be submitted in writing to the supervisor and the Registered Copyright Agent.

The College shall own works created by CSI faculty, staff or students with “substantial use” of College resources, unless the College agrees, in writing, to waive or alter its rights. The College will be responsible for all expenses related to protection, administration and commercialization of intellectual property owned by the College.

When a project involves “substantial use” of College resources, the creator and the institution should agree before the project begins on the extent of the use of College resources, allocation of rights to use the work, and recovery of expenses and/or division of income received from commercialization of the intellectual property.

### **Works for Hire**

A “work made for hire” is a legal term defined in the Copyright Act as “a work prepared by an employee within the scope of his or her employment,” or certain works “specially ordered or commissioned” if the parties agree in writing that the work shall be considered work made for hire.

Without an express written agreement specifying otherwise, the College shall own all “works made for hire” created by CSI faculty, staff and students.

Institutional “works for hire” include works developed for the College by employees who were specifically directed to develop the materials as part of their regular duties, or specially “commissioned” works created by non-employees and covered by written agreements in which the creator agrees that the work is to be considered “work made for hire” and ownership to the intellectual property is assigned to the College.

A “commissioned work” is intellectual property prepared under a written agreement between the College and the creator(s) when the creator(s) is not a College employee or the creator(s) is a College employee who was relieved of normal duties or provided additional compensation or consideration specifically for the creation of the intellectual property in question. Contracts for commissioned work must

1. be in writing;
2. be negotiated prior to the start of the project; and
3. clearly specify that the creator(s) shall convey by assignment, if necessary, such rights as are required by the College.

Those hiring outside consultants and independent contractors shall, as necessary, execute a written agreement, prior to the beginning of the project, stating that ownership of the intellectual property in question shall be assigned to the College. Assistance in drafting written agreements can be obtained from the Registered Copyright Agent.

### **Works Sponsored Wholly or in Part by External Agencies**

An externally sponsored work is one in which an outside sponsor offers support to one or more CSI employees for a project that may result in the production of intellectual property. If the project will involve “substantial use” of College resources, the employees must disclose their agreement with the external sponsor to the College by sending written notification to the Registered Copyright Agent. Such agreements must be approved by the College before work on

the project commences. The President and Board of Trustees will approve or deny the request within 30 days.

Materials produced under grants from the federal government or other agencies shall be subject to conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights.

If College support for the project is “substantial,” the College may declare itself a joint sponsor of the project and assert its right to ownership and/or a portion of any net proceeds arising from the project. A written contract which clearly specifies the disposition of any property rights arising from the project must be signed by the creator(s), the College and the external sponsor before work on the project should begin.

College personnel participating in sponsored projects must have a written agreement on file with their immediate supervisor and the Registered Copyright Agent which acknowledges:

- a) individual and joint responsibility to produce and deliver sponsored works, as required by the terms of the sponsored project agreement, and
- b) that copyright ownership of sponsored works, unless reserved to the sponsor or otherwise provided for in the sponsored project agreement, shall be assigned to the College.

Ownership of works sponsored by outside agencies is controlled by the terms of the grant or contract which provides the funds in support of the work. In the case of government contracts or grants, the government may retain the right to duplicate and use the works for government purposes.

### **Jointly Created Works**

Under certain circumstances, two or more persons may share copyright ownership of a work, notably when it is a “joint work.” Joint works are defined as those works which are “prepared by two or more authors with the intention that their contributions be merged into inseparable and interdependent parts of a unitary whole” (Title 17, U.S.C. Section 201(a)).

In some situations, the creator(s) and the College will share interest in the copyright. Works may be created through the joint efforts of faculty and staff members working within the scope of their employment or others under contract to provide services. Such a work shall be jointly owned by the faculty author and the College. In certain circumstances where the parties may not actually intend this result, ownership may be altered by prior written agreement signed by all contributing parties.

Joint authors may choose to cooperate in the commercialization of their work or to commercialize separately. Joint copyright owners are obligated to share their revenues with each other if they commercialize separately.

If the work is a compilation, the creator(s) shall retain all ownership interests in the contribution he or she owns pursuant to this Policy, but by allowing, by prior written agreement, his or her work to become part of the compilation, grants a non-exclusive, royalty-free, non-transferable, worldwide license to the College to use and reproduce his/her contribution for its own educational and administrative purposes.

## **Works Created by Students**

The College encourages students who produce intellectual property directly related to course assignments or academic endeavors in their chosen field of study.

1. Students shall adhere to copyright and intellectual property laws and regulations.
2. Students shall have sole ownership and equity rights to intellectual property they create on their own initiative and at their own expense or with only “nominal use” of College resources.
3. The ownership of student works submitted in fulfillment of course requirements or other academic endeavors in their chosen field shall remain with the creator(s), unless provided otherwise by this Policy or a written agreement. By enrolling in classes offered by the College of Southern Idaho, the student gives the College license to mark on, modify, and retain the work as needed for its instructional and administrative purposes, or otherwise handle the work as set out in this Policy.
4. Notwithstanding legal uses allowed by statutory exceptions such as the Fair Use doctrine, College, faculty, staff and other students may not use the work in any other manner without the written consent of the creator(s).
5. The College shall retain the rights to intellectual property created by CSI students within the scope of employment at the College or “commissioned” by the College (“work for hire”), and intellectual property created with “substantial use” of College resources.
6. Students must ask the College’s prior approval for “substantial use” of College resources. There must be a written agreement signed by both the College and the student prior to the beginning of the project determining the type and amount of College resources used, ownership and allocation of rights, and sharing of benefits from the commercialization of the work.
7. Students working collaboratively with College employees on projects that result in copyrightable works or other intellectual property may be granted co-ownership rights to the work, if the work qualifies as joint work. Unless the student’s contribution falls under “work for hire,” faculty and staff shall require students to complete a written transfer or assignment of copyright before any contribution is made to a College-owned work.

## **Section 7: Requests for Written Permissions and Necessary Releases**

All requests for permission to use intellectual property owned by the College shall be referred to the Registered Copyright Agent. Such permission will not be granted if the form, use, and/or distribution of the material would constitute adverse competition with CSI programs.

Creators are responsible for identifying all non-original copyrighted material used in their works, and for securing all necessary clearances, permissions or license agreements from the owners of such intellectual property to avoid infringing copyright or invading the personal rights of others (including College-owned intellectual property which cannot be published, distributed to off-campus users or incorporated into commercial products without an appropriate license

from the College, secured through the Registered Copyright Agent). Releases shall be kept for three years. The creator will also be responsible for obtaining any necessary agreements, waivers and releases of rights from project participants, students, independent contractors or others working under their direction in connection with their contributions to the project.

Creator(s) shall warrant and guarantee that:

1. the materials do not infringe on any existing copyright or other legal rights and shall be liable to the College for judgments resulting from such infringements;
2. that if the work is not the original expression or creation of the creators, the necessary permissions have been obtained from the owner(s); and
3. that the work contains no libelous material nor material that invades the privacy of others.

Written permission must be obtained each time a copyrightable material is used and where fair use or other statutory exceptions do not apply, unless a blanket or extended permission has been secured.

Requests for permission shall be in writing. College personnel shall seek and obtain the written permission of the copyright owner prior to making use of copyrighted materials. The individual seeking permission must first investigate who owns the material in question. The author/creator of the work may or may not be the copyright holder as copyrights can be assigned to publishers or other third parties.

All requests shall identify the user as the College of Southern Idaho. Requests for personal, non-College related uses shall not be made in the name of the College and should not include the College on the request form. Requests should include the following information:

- a) Date of the request
- b) Name of the College
- c) Name and title of the requestor
- d) Full contact info of the requestor
- e) Title, author and/or editor, edition, and date of materials to be duplicated
- f) Exact portion of the material to be used: giving amount, page numbers, chapters, etc.
- g) Number of copies to be made
- h) Means of duplication (photocopying, scanning, digitizing, etc.)
- i) Use of duplicated materials (how would they be used, for how long)
- j) Form of distribution (classroom, distance learning, Web, etc.)
- k) Whether or not the material is to be sold (incorporated into a work that will be marketed)
- l) Place for the copyright holder to sign and date, giving permission for the use of the material as described in the request, and certifying that the he or she is the copyright owner and is legally permitted to give permission.

A copy of the **CSI Permission Request Form** can be found on the CSI copyright policy site (<http://copyright.csi.edu/permissionrequestform.doc>). Creators of intellectual property owned by the College or in which the College has rights shall warrant that all permissions and releases that are necessary have been obtained, and indemnify the College against any losses that might incur as a result of the creator's breach of this warranty.

## **Section 8: Copyright Warning Notices**

Copyright warning notices must be posted at various places where library or archives employees accept orders for copies, and on or near all library or archival equipment capable of duplicating copyrighted materials and must be visible to anyone using the device. Copying equipment may include but is not limited to photocopying machines, audio and video recorders, scanners, and computers. Libraries and archives are also required to place a copyright warning notice on the first page of copies they make for patrons.

The TEACH Act requires faculty teaching in a distance learning environment to post a notice in their course warning students that materials may be protected by copyright. Faculty should include a copyright statement in their syllabi.

Copyrightable materials owned by the College should be protected by copyright notice in the name of the Board of Trustees of the College of Southern Idaho and should include the following notice: **Copyright © Year College of Southern Idaho. All rights reserved.**

## **Section 9: Use, Revision, and Alteration of Intellectual Property**

### **External Use and/or Distribution**

Distribution external to the College may occur either through direct rental, sale, licensing or distribution by the College or its designee, or through commercial rental, sale, licensing or distribution by a third party under an agreement for payment of royalties.

Unless otherwise provided in a written agreement between the College and the creator(s), the College shall not use and/or distribute externally “individually supported works”.

In case of “works made for hire” and materials created with “substantial use” of College resources, the College may exercise all rights under copyright and intellectual property laws, including external use and distribution. In case of “commissioned” works, external use and/or distribution of intellectual property shall be preceded by a written agreement between the College and the creator(s). Unless otherwise provided in a written agreement between the College and the creator(s), the College shall not have the right for external use and/or distribution of materials created with “nominal use” of College resources.

Ownership and use of intellectual property sponsored by outside agencies is controlled by the terms of the written agreement which may include the external use and/or distribution by the College of the intellectual property in question.

### **Right to Revise and Update**

As long as the faculty author is employed by the College, he or she shall be given “first refusal” rights in making or supervising the revision of instructional materials and distance learning courseware owned by the College, or at least the right to be consulted in good faith on revisions.

## **Section 10: Release, Assignment, Transfer or License of College Copyrights**

The College may, at its sole discretion, release its ownership rights in copyrighted works to the creator(s) or others. Such release of ownership rights must be contingent on the agreement of the creator(s) that no further effort on, or development of, the work will be made with “substantial use” of College resources and that the College is granted a perpetual, royalty-free, non-exclusive, non-transferable, worldwide license to use and reproduce the work for its own educational and administrative purposes. The transfer must be approved by the CSI Board of Trustees and secured by an assignment agreement.

In situations in which the copyright ownership is held by the creator(s), it is possible for the individual(s) to transfer or assign the copyright, or a more limited license, to the College or to a third party. Assignment of copyright to the College must be reflected in a signed document.

The College may reasonably request that faculty members, when entering into agreements granting the copyright or publishing rights to a third party, make efforts to reserve to the College a perpetual, royalty-free, non-exclusive, non-transferable worldwide license to use and reproduce the work for its own internal educational and administrative purposes.

## **Section 11: Electronically Published Course Materials**

Faculty members shall own and receive all royalties that may accrue from the commercialization of electronically published course materials that are created independently or with “nominal use” of College resources. Ownership of copyright resides with the College in case of “works made for hire,” works created with “substantial use” of College resources, when state, federal or other grant moneys or funds are used in the development process, or when a written agreement between the creator(s) and the College provides for assignment of ownership to the College.

Electronically published course materials created jointly by faculty authors and others, whose contributions is considered “works for hire,” will be jointly owned by the faculty author and the College. Any owner of copyright in electronically published course materials may secure copyright registration.

Faculty members normally retain the right to update, edit or otherwise revise electronically developed course materials that become out of date. If the College believes a revision is necessary and no timely revision is made or, in the College’s opinion, a revision that is made does not maintain academic standards, the College may refuse to market the product, or the College may employ another person to update the work.

## **Section 12: Distance Education**

The Technology, Education, and Copyright Harmonization (TEACH) Act significantly enhanced digital distance education by expanding the scope of faculty members’ rights to perform and display works and to make copies integral to those performances. CSI faculty who

teach in distance learning environments shall familiarize themselves with the provisions and requirements of the TEACH Act, know when they can take advantage of the protections offered by the Act, when they can rely on the Fair Use doctrine, and when they need to secure appropriate licenses or written permissions. Faculty members also need to be aware of the provisions of other statutes that may apply to their activities and special circumstances, such as the Digital Millennium Copyright Act (DMCA).

### **Section 13: Recording and Re-transmission/Re-Broadcasting of Courses**

Any videotaping, recording, broadcasting or televising of classroom, laboratory or other instructional activity, and any associated use equipment or media must be approved in advance by the appropriate administrators, who shall determine the conditions under which such activity may occur. All such activities shall have the prior knowledge and consent of the faculty member, and must comply with the provisions of applicable federal and state privacy laws.

Recordings that permanently fix the classroom experience in tangible form (regardless the media in which these materials were created), such as but not limited to recordings of classroom lectures and discussions, and multimedia materials that incorporate the contributions of students, will not be made, reproduced, or distributed without the permission of faculty and student participants and of the appropriate College administrators.

Copyright ownership and title of recordings of courses and course presentations shall belong to the faculty member(s), unless

- a) the creation or recording process involved “substantial use” of College resources,
- b) the material qualifies as “work made for hire,” or
- c) a written agreement between the faculty member(s) and the College provides otherwise.

No permission is needed from a student for their image or voice to be transmitted live via videoconference or streaming media, but all students should be informed when courses are to be conducted using either method of delivery. The College reserves the right to retain and use recordings of a class or some portions/sessions in future course offerings.