



Copyright and Intellectual Property for Faculty and Administrators

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PART I: Content Owned by Others

Quiz 1: Answers



Which of the following choices is an example of copying?

- a) Linking to a file on YouTube.
- b) Sharing the web address of a file on YouTube.
- c) Saving a video file from YouTube onto your own computer.
- d) Providing the key words for finding a video on YouTube.



Which of the following are NOT protected by copyright?

- a) Works created by the federal government.
- b) Works that display the copyright symbol ©.
- c) Works that are published on the Internet.
- d) Student-written papers in your class.

Which of these works is protected by copyright?

- a) Your spouse's unpublished personal journal.
- b) A movie from 1930 whose copyright has not been renewed.
- c) Software code where the creator expressly gives up all rights to the work.
- d) The latest report from the U.S. Congressional Budget Office.



What Is a Copy?



What Is (and Isn't) Copyrighted



What Works Are **Not Copyrighted**?

- created by the federal government
- more than 72 years old/copyrights not renewed (“public domain”)
- creator purposely gives up some or all rights to the work
- created by multiple authors/“un-own-able”

What Works Are **Copyrighted**?

- ANY works that are created—including material you create for class and student-written essays—are protected by copyright automatically.
- One does not need to register a work with the Copyright Office or display the © symbol in order to be protected by copyright.

Quiz 2: Answers

Which of the following is an element of the PANE acronym related to fair use of copyrighted material?

- a) Purpose
- b) Portion
- c) Payment
- d) Promotional Use

One of the PANE elements is "Nature of the Use." Which is an example of appropriate Nature of Use?

- a) Including a photocopied poem in your "prof-pack" every semester.
- b) Creating a PDF scan of a poem to distribute to your class one time.
- c) Creating a PDF scan of a poem to distribute to your class every semester.
- d) Creating a PDF scan of a poem to avoid students having to buy the entire book in which it appears.

Which part of the PANE acronym deals with determining whether your use of the copyrighted material would deprive the author or creator of revenue or profits?

- a) Amount
- b) Assigned Value
- c) Ethical Value
- d) Economic Impact

Creative Commons



Attribution: Licensees may copy, distribute, display and perform the work and make derivative works based on it only if they give the author or licensor the credits in the manner specified by these.



Noncommercial: Licensees may copy, distribute, display, and perform the work and make derivative works based on it only for non-commercial purposes.



No Derivative Works: Licensees may copy, distribute, display and perform only verbatim copies of the work, not derivative based on it.



Share-Alike: Licensees may distribute derivative works only under a license identical to the license that governs the original work.

Seeking Permission

When Should I Get Permission?

When in doubt, get permission, specify how the work will be used (based on the PANE criteria, below), and provide attribution.

Model Letter: Including Work in Course Management System

[Insert: Today's Date and Your Address and Contact Information]

Name and Address of Addressee

Dear _____:

I am requesting permission to reprint [a portion of] the following work:

[Add here full citation information about the work, including author, title, publisher, date of publication, exact pages you are requesting, and any other identifying information; include similar information about a book, motion picture, photograph, music, or any other type of work you might want to use.]

This request is for permission to include the above content on my university's course management system, known as "CourseWorks" here at Columbia [or name the alternative system, such as Blackboard, Moodle, or Angel]. The materials are currently hosted on a university server, and they are accessible only to registered students with password access to the system.

I believe that you/your company, _____, are/is currently the holder of the copyright, because the original work states that copyright is held in your name/the name of the publisher, and my research indicates that _____ [additional reason you think this person/company owns the copyright]. If you do not currently hold the rights, please provide me with any information that can help me contact the proper rightsholder. Otherwise, your permission confirms that you hold the right to grant this permission.

This request is for a non-exclusive, irrevocable, and royalty-free permission, and it is not intended to interfere with other uses of the same work by you. I hope that you will support our educational programs by granting this permission. I would be pleased to include a full citation to the work and other acknowledgement as you might request.

I would greatly appreciate your permission. If you require any additional information, do not hesitate to contact me at the address and number above.

A duplicate copy of this request has been provided for your records. If you agree with the terms as described above, please sign the letter where indicated below and return one copy in the enclosed return envelope.

Sincerely,

Permission is hereby granted:

Signature: _____

Name & Title: _____

Company/Affiliation: _____

Date: _____

Quiz 3a: Answers

What is meant by a work in the public domain?

- a) It was never covered by copyright protection.
- b) It is more than 72 years old and the copyright has not been renewed.
- c) The original owner of the copyright has passed away.
- d) The work was created in a country that does not have a copyright law.

What is Creative Commons?

- a) A clearinghouse for copyright of musical works.
- b) A set of U.S. laws governing the use of copyrighted materials.
- c) An informal set of guidelines for using copyrighted works.
- d) A set of license agreements that allow for "common sense" distribution of copyrighted works.

If you are unable to identify the copyright holder for a given item on the Internet, what should you do?

- a) Download and use the item. It is in the public domain.
- b) Download and use the item. The creator gave up copyright by not placing his or her name on the work.
- c) Do not use the item. The copyright exists even when the creator is not known or reachable.
- d) Apply the PANE criteria to see if you can use the item. The copyright exists even when the creator is not known or reachable.

Quiz 3b: Answers

In which situation does the principle of "fair use" apply?

- a) Using an excerpt of a product review from a magazine as part of the brochure for a start-up company.
- b) Using a popular song as the background music for a course presentation.
- c) Using a paragraph from a book on the Civil War in a history-course handout.
- d) Using a link to an existing YouTube video to support a point in your online lecture notes.

Which of the following is an appropriate use of a copyrighted item?

- a) Sharing a link to a web site as part of a class "webliography."
- b) Providing copies of a software title to students so they do not have to buy it through the bookstore.
- c) Scanning a chapter from a book for an online course and uploading the file for students to use every semester.
- d) Selling copies of a software title to students for a small fee that covers only the cost of the CD-ROMs.



PART II: Content Made by Faculty

Ownership of Faculty-Created Content



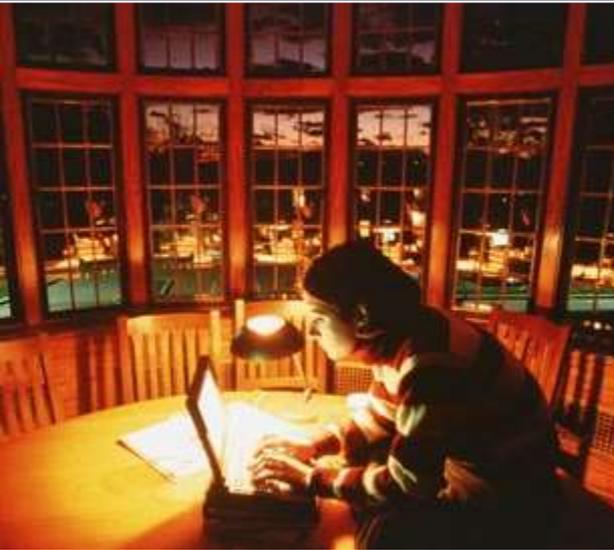
GENERAL RIGHTS OF INSTRUCTORS

Regardless of ownership category, for all content created by instructors for use in the LMS, instructors retain the rights

- to take **credit** for creative contributions,
- to reproduce the work for their **instructional purposes**,
- to incorporate the work in future **scholarly works** authored by the instructor,
- of **first refusal** in making new versions, and
- to be consulted in good faith on **reuse and revisions** to the content.

The institution also typically specifically disclaims ownership rights in traditional scholarly works (e.g., conference papers, publications, and content created in the pursuit of instructors' research agendas) and computer programs developed by instructors.

Ownership-Rights Agreements



CONTENT CREATED WITHOUT SUBSTANTIAL TECHNICAL OR FINANCIAL SUPPORT

The intellectual property rights for content created by instructors without substantial technical or financial support from the institution, for use in the LMS or other institutional repository, are **owned wholly by the instructor** who created the content. The instructor may use such content in LMS course shells without implying shared ownership of the content.

Ownership-Rights Agreements



LMS COURSE CONTENT CREATED WITH SUBSTANTIAL TECHNICAL OR FINANCIAL SUPPORT

The intellectual property rights for content created by instructors with substantial technical or financial support from the institution, for use in the LMS or other repository, are **owned jointly** by the institution and the instructor who created the content.

The institution and the instructor grant each other a **royalty-free license** for future use of the content. Both the institution and the instructor retain the right independently to make derivative works based on the content.

The instructor also retains the right to control over content that is subsequently licensed by the institution for use outside the institution.

Ownership-Rights Agreements

LMS COURSE CONTENT CREATED AS WORK FOR HIRE

The intellectual property rights for content created by instructors under work-for-hire agreements, for use in the LMS or other repository, are **owned wholly by the institution**. The instructor releases all rights to the content in return for compensation by the institution.

Work-for-hire content is produced as a result of **direct written agreement**, and is produced by individuals contracted specifically to produce such content. Work-for-hire also includes content specifically commissioned by the institution. Work-for-hire is considered to be outside the normal contractual duties of the instructor, as “extra work” assigned to the instructor.

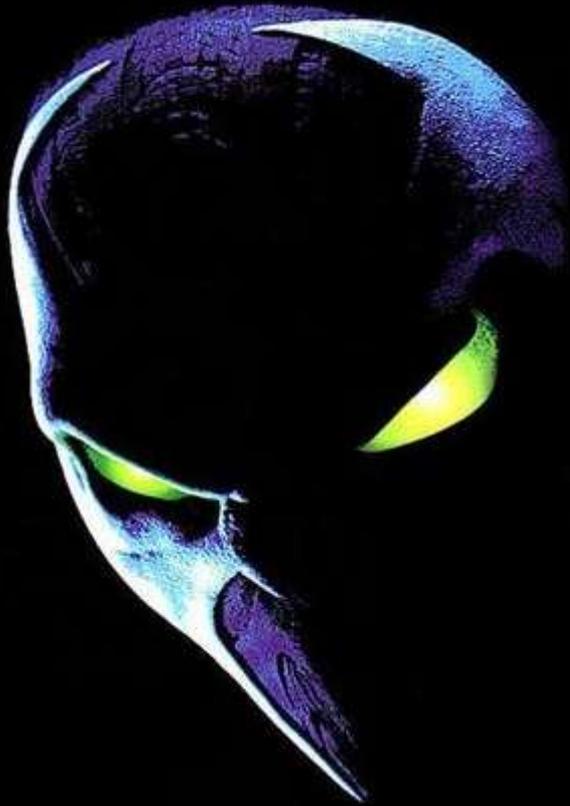
The terms of all work-for-hire agreements are to be **determined in writing** prior to beginning the work-for-hire tasks, and the work-for-hire agreement must be signed by the institution and the instructor before work begins. A work-for-hire agreement is considered a legally-binding contract.



THANK YOU!

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This presentation is a high-level overview of what is normally a half-day or full-day workshop. I am happy to visit your campus and give this talk and workshop, and I always tailor materials to fit your circumstances and needs. Please e-mail me for more details if you're interested in seeing more on this topic!



References

- Kromrey, J. "Intellectual Property and Online Courses: Policies at Major Research Universities." *National Educational Computing Conference*. Philadelphia, PA: June 27-30, 2005.
http://htmlscript.auburn.edu/outreach/dl/pdfs/Intellectual_Property_and_Online_Courses.pdf.
- Columbia University. "Model Letter: Including Work in Course Management System." 2010.
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