



## **Seattle University Copyright Ownership Policy**

### **A. Introduction**

Seattle University (University) is committed to providing an atmosphere that is conducive to excellence in teaching, scholarship, research and creative activity. Faculty, staff and students are encouraged to engage in the scholarly pursuit of knowledge, artistic production, and both basic and applied research. Though not a primary University goal, the results of such pursuits sometimes lead to the development of material that may be copyrighted. Copyright is a form of intellectual property protection. It protects the fixed expression of an idea, not the idea itself. The federal copyright law provides that most original works of authorship are protected by copyright automatically when they are fixed in tangible form. The holder of copyright to a work has the exclusive right to copy or perform the work or to publish derivative works based on the original.

The University has interest in protecting copyrights for several reasons. By promoting the disclosure and dissemination of copyrighted material, the University and Members of the University Community support the public good. In addition, the creation and development of copyrighted works provide professional benefits to the individuals involved, contribute to the intellectual life of the University, and may provide monetary benefits to the authors and to the University. With this in mind, the University seeks to provide an environment in which creative efforts are encouraged and rewarded.

The purpose of this policy is to clarify for Members of the University Community their collective rights and responsibilities regarding copyrights. This policy also describes the ways in which the University's faculty, staff and students can protect the material they create, both for their benefit as well as to preserve the interests of the University. This policy is established with the understanding that it may be augmented by statements of policy or practice, especially those arising out of new or evolving media or technology. Further, this policy itself may be amended over time to effect changes deemed to be in the best interest of the University community.

Absent a signed agreement to the contrary, this policy is deemed to be a part of the conditions of employment of every employee of the University, including student

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employees, and of the conditions of enrollment and attendance by every student at the University.

## **B. Definitions**

Courseware: Courseware includes course syllabi, the expressive content of digital teaching media, software, CD-ROMs, DVDs, courses delivered by television, video, internet or other media or technologies not yet developed, Web publications, and any other materials created for the purpose of teaching or instruction or to support the teaching of a course.

Exceptional Contribution of University Resources: An Exceptional Contribution of University Resources is a contribution of University resources beyond what is ordinarily available and specifically provided to Members of the University Community in a given area to carry out their duties. Unless otherwise provided in writing, none of the following would constitute an Exceptional Contribution for faculty members: normal use of offices, laboratories, studios, office computers, libraries, secretarial services, photocopying, software that is readily available to all faculty (e.g., Angel, Canvas) and other types of resources, property and personnel that are readily and regularly available to faculty in a specific program, department, or school. An Exceptional Contribution of University Resources may include any use of University facilities or resources by a volunteer researcher. An Exceptional Contribution of University Resources will be set forth in a memorandum of understanding between the University and faculty member regarding the terms and conditions of the project and including the subject of copyright ownership.

Members of the University Community: Any employee or enrolled student of the University, as well as any volunteer researcher, courtesy appointee, or non-University employee using University facilities or resources.

Sponsored Project: An externally funded activity governed by a written agreement between University and the sponsor. Sponsored project agreements typically involve grants, contracts, cooperative agreements, or letters of agreement.

## **C. Ownership of Material Subject to Copyright Protection**

The policies articulated in this section apply to all forms of copyrightable material, with the exception of Courseware, which is covered in a separate section.

## **D. Works Created by Faculty**

Subject to the exceptions noted below and in keeping with longstanding academic tradition, ownership of pedagogical, scholarly, artistic, and creative works resides with the faculty creator. This includes such things as scholarly articles and books, novels, plays, musical creations, works of art, films, and textbooks. Librarians shall be "faculty" for the purposes of this policy. The only exceptions to faculty ownership of such works are as follows:

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1. **Sponsored Project:** When copyrightable material is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. **Works commissioned at the request of the University:** When a faculty member is commissioned by the University to perform a specific task with a defined outcome that includes copyrightable material, said work shall be considered a Work-for-Hire and shall be wholly owned by the University. For example, if the University commissions a faculty member to write a history of the University's first 100 years, the University would own the resulting work. When work is commissioned by the University, such commission will be set forth in a memorandum of understanding or similar document. Unless a particular copyrightable work is specifically commissioned by the University, ownership remains with the faculty creator even though the faculty member may have been supported by sabbatical or other internal grant during the time the work was undertaken.
3. **University use of material:** The University may display, copy, and distribute works of faculty-developed material, including copyrightable material, for University use without payment of royalties or other fees to the faculty member. Should a faculty member separate from the University, the University shall retain these rights without payment of royalties or other fees to the faculty member for a period of three years after the conclusion of the faculty member's employment at the University.

#### **E. Works Created by Non-Faculty Employees**

Subject to the exceptions noted below, any work created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and wholly owned by the University. The exceptions to University ownership of such works are as follows:

1. **Sponsored Project:** When copyrightable material is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. **Student employees assisting a faculty member:** Work created by a student employee in the course of being directed by a faculty member to assist in that faculty member's scholarly work shall be considered a Work-for-Hire for the faculty supervisor. Ownership of such work resides with the faculty supervisor, subject to the exceptions noted in the section "Works Created by Faculty."

3. Scholarly writings: Scholarly writings (for example, articles and books) that are authored by a non-faculty employee will be wholly owned by the employee.

Copyrights in works created by non- faculty employees on their own time and without the use of University resources will be wholly owned by the employee.

#### **F. Works Created by Students Other Than in the Course of Employment**

1. A copyrightable work created by a student other than in the course of employment by the University is wholly owned by the student, subject to the terms of any applicable Sponsored Project.
2. The student right-of-ownership is limited to the underlying fixed work of authorship created by the student and does not extend to the data or other scholarly information that the student may have collected, obtained, or used during a project, research, or other work.
3. The University may display, copy, and distribute works of student-developed material for internal University use without payment of royalties or other fees to the student.

#### **G. Works Created by Volunteer Researchers, Courtesy Appointees, and Non-University Employees Using University Facilities or Resources**

A copyrightable work created by a volunteer researcher, courtesy appointee, or non-University employee using University facilities or resources will be wholly owned by the University.

The exceptions to University ownership of such works are as follows:

1. Sponsored Project: When copyrightable material is created using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.
2. Third Party Agreements: The terms of any specific agreement between the University and the third party author of the copyrightable material (*i.e.*, the particular volunteer researcher, courtesy appointee, or non-University employee creating the work) shall also supersede this general policy with regard to ownership. Ideally, the terms of any such third party agreement should be specified clearly and prior to the work being undertaken or produced.

#### **H. Contributions to Academic Publications of the University**

Copyrightable material contributed to academic publications of the University (for example, an article accepted in a University academic journal) shall be wholly owned by the contributing author. Notwithstanding the foregoing, to facilitate the distribution and

reproduction of such academic publications, the University shall retain the rights to: (1) publish, republish, reproduce, post and otherwise publicize and distribute, in print or online, the academic publication in which such contribution appears; and (2) use such contribution for educational purposes within the University. The University shall also own any copyright in any compilation of individual contributions in the academic publication.

## **I. Ownership of Courseware**

The policies articulated in this section apply to all forms of Courseware.

### **1. Courseware Created by Faculty**

Subject to the exceptions noted below, ownership of Courseware resides with the faculty creator. The only exceptions to faculty ownership of Courseware are as follows:

**a. Sponsored Project:** When Courseware is created by a faculty member using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

**b. Exceptional Contribution of University Resources:** When Courseware is developed with an Exceptional Contribution of University Resources, ownership of said Courseware is negotiable, as long as said Courseware was not created using funding from a Sponsored Project. Whether a particular instance of Courseware has been developed with an Exceptional Contribution of University Resources is determined by the Provost (or his or her designee). If it has been determined that there has been an Exceptional Contribution of University Resources, the Provost will further determine ownership of the copyright. For purposes of this Courseware policy, sabbaticals and internal grants would not, in and of themselves, be considered an Exceptional Contribution of University Resources unless there is written agreement to the contrary between the faculty member and the University.

**c. University use of Courseware:** Faculty who develop Courseware will not be entitled to charge the University a fee for using their author-owned Courseware in their teaching at the University. If the author leaves the University, the University shall have the right, without cost or payment to the author, to use, reproduce, adapt, modify, update, exhibit, and display all Courseware created during the period of employment for a period of three years after conclusion of the author's employment at the University. The University's right to the use of author-owned Courseware does not prevent the author from using said Courseware elsewhere or from otherwise exercising the rights associated with ownership.

Short-term stipends that may periodically be available to faculty to develop Courseware, improve courses, or change delivery methods, are considered faculty development activities consistent with expectations of faculty roles, and copyrightable material created in this context is not considered a Work-for-Hire.

## **2. Courseware Created by Non-Faculty Employees**

Courseware created in the course of one's duties as an employee (including a student employee) who is not a faculty member will be considered a Work-for-Hire and wholly owned by the University with the following exception:

- a. Sponsored Project: When Courseware is created by a non-faculty employee using funding from a Sponsored Project, the terms of that Sponsored Project will supersede this general policy with regard to ownership. Ideally, the terms of any such Sponsored Project should be specified clearly and prior to the work being undertaken or produced.

## **3. Works Created Pursuant to Specific Agreement**

To the extent they are inconsistent, the terms of a written agreement between the author and the University with regard to particular copyrighted material, such as the Course Development Agreement, will control over the provisions of this policy.

## **4. Joint Ownership of Copyrights**

Whenever possible, joint copyright owners should execute written agreements specifying their interests in, and the terms of, copyright management. The University's interest in any copyright jointly owned by a University faculty member or non-faculty employee shall be consistent with the policies set forth above with respect to that faculty member or non-faculty employee's individual interest in the jointly owned copyright.

### **J. Other Terms**

Notice of Copyright: A copyright notice is useful to protect the rights of the owner. The following notice should be placed on copyrightable materials if they are owned by the University under this policy:

Copyright [or (c)] *the year* Seattle University. All rights reserved.

*Example:* Copyright 2010 Seattle University. All rights reserved.

Disclosure of Copyright: It is the responsibility of the originator(s) to make prompt disclosure of any copyrightable materials that may, under provisions of this policy, be owned by the University. The disclosure should be made to the Office of the Provost.

Disputes Regarding this Policy: Any creator who wishes to request an exception to this policy or to challenge a copyright decision by the University may appeal to the Provost. The Provost will appoint an *ad hoc* committee of three members mutually acceptable to the creator and the Provost, including at least one faculty member and one member of the administration. The committee will prepare a report of its findings and make a

recommendation to the Provost. The decision of the Provost, which is to be explained in writing, will be final.

In the event of any dispute arising out of or in connection with the Provost's final decision, the dispute shall be resolved by binding arbitration. Notwithstanding the arbitration rules and procedures of the arbitration service, all fees and expenses of the arbitration service, including those for the arbitrator, shall be borne equally by the parties. The place of arbitration shall be Seattle, Washington. The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts, awards, submissions, and other information relating to or arising from the arbitration shall be kept confidential by the parties and arbitrator to the fullest extent permitted by law.