



POLICY AND PROCEDURE

Title:	INTELLECTUAL PROPERTY RIGHTS
Policy No.:	3.21
Department:	Academic Affairs
Contact:	Vice-President Academic Affairs Chair, Faculty Senate

Policy

The purpose of this policy is to protect materials authored by the faculty of Great Basin College while giving the institution the availability of the material's resources. The policy and procedures are joint products of the faculty senate and the college administration.¹

Procedure

1.0 Intellectual Property Rights - Video Taped Courses

It is the policy of Great Basin College that all rights in copyright for telecourses shall remain with the author/creator unless the work is paid for initially by the college. The following issues should be resolved at the time the videotapes are produced and a contract signed showing agreement between the faculty member and the college.

However, faculty produced videotapes now in use for telecourses and produced before this policy was created should be covered under this policy.

If the faculty member producing or appearing in the videotapes has NOT received overload pay or release time for the production of the videotapes, that faculty member owns the copyrights to those videotapes. The above extra pay is any pay received for the production of the telecourse, beyond their normal compensation received for teaching the class that includes the videotape.

- The faculty member will receive no extra compensation for the use of these videotapes in any class of which the same faculty member is listed as the instructor of record.
- The faculty member will receive extra compensation (based on the number of students enrolled in the course) for the use of these videotapes in any class of which the faculty member is NOT the instructor of record.
- This videotape can not be used by any other entity other than GBC without the faculty member's authorization. The faculty member will receive compensation for any authorized use of this type under a separate contract.

¹ Two initiatives were passed that are relevant to the instructional material produced. In 1998 (see 01/30/98 , 03/20/98 and 10/09/98 Faculty Senate Minutes), the college acknowledged compensation for Intellectual Property Rights Regarding the Production of Videotapes for Telecourses. On 10/18/02, subsequent policy pertaining to Web-based materials was accepted by the Faculty Senate and institution administration.

If the faculty member producing or appearing in the videotapes has received overload pay or release time for the production of the videotapes, Great Basin College owns the copyrights to those videotapes and will have the say on how they are used. The faculty member will receive no extra compensation for any use made of these videotapes.

Regardless of who owns the copyright on the videotapes, the instructor retains the right to:

- edit and revise these videotapes during their life of use;
- determine when they are dated enough to be removed from use;
- have a say in how these videotapes are distributed and used.

Property Rights for Video Taped Courses Contract Form - Downloadable Word Format

2.0 Intellectual Property Rights - Web-Based Materials Memorandum of Understanding

This Memorandum of Understanding is between the Great Basin College administration and Faculty Senate. Any changes to the memorandum must be approved by the college administration and Faculty Senate.

Preamble. The following is understood to in no way supersede or change existing campus and system policies concerning patents and copyrights and other intellectual property rights, including system policy as set forth in the Title 4, Chapter 12 of the *Nevada System of Higher Education Board of Regents Handbook*. Rather, this agreement is in accordance with Section 6 of this chapter, which directs system institutions to develop their own policies and procedures in accordance with the Code. It follows suggested guidelines posted by the American Association of University Professors (AAUP), from which the spirit and occasionally the letter of the following language is drawn.

- The parties to this agreement believe that the public interest is best served by creating an intellectual environment wherein creative efforts and innovations can be encouraged and rewarded, while still retaining for the college and its learning communities reasonable access to, and use of, the intellectual property for whose creation the college has provided assistance. The college supports the development, production, and dissemination of intellectual property by its faculty members.
- Whether or not its primary purpose is use on the main campus or electronic delivery to distant sites, web-assisted or web-based materials, consisting of any or all of (but not limited to) the following -- lecture notes, ancillary topics, background readings, surveys, data sets, bibliographies, images, graphs and other illustrations, lists of links, quizzes and examinations, discussion questions, and interactive software interfaces -- shall remain a "work of authorship" and be the exclusive property of the faculty author(s) and under sole control of the faculty author(s) unless one or more of the following three conditions apply and are agreed to in advance, in writing, by the faculty author and an authorized agent of the college:
 - 1) the college has **expressly contracted with a faculty member** to create the website, or the website is created as a specific requirement of employment or an assigned institutional duty [i.e., performed as "work for hire"] specifically referenced in a role statement, position description or equivalent document; or
 - 2) the faculty author has voluntarily transferred the copyright, in whole or in part, to the institution; or
 - 3) the college is considered a "joint author" under the Copyright Act, when, for example, it has provided special resources, facilities or materials not commonly made available to faculty members in the preparation of materials [i.e., provided for "significant use" of college resources -- see below].

In the absence of all of the above-listed conditions, on-line materials originated by the faculty author shall remain the sole property of the faculty author.

- The college shall be permitted to use such materials for internal administrative purposes, including satisfying requests of accreditation agencies for faculty- authored syllabi and course descriptions, and offering limited or "trial" access as part of marketing and/or recruitment initiatives.
- The college shall be permitted to use such materials for instructional or other educational purposes only with explicit written consent of the faculty author, and without interfering with the faculty author's right to make use of the work elsewhere.
- In an agreement transferring copyright for such works to a publisher, faculty authors are urged to seek to provide rights for the college to use such works for internal administrative and/or other purposes.

Creation of such materials using traditional library resources, desktop computers and peripherals, network access, faculty accounts and normal allocations of server space shall not be defined as "significant use" of college resources.

- Just as the college does not own the contents of a faculty member's file cabinet by virtue of owning the cabinet itself, so does this agreement conceive of desktops, servers, associated networks and other resources listed above as forms of "electronic file cabinets" in which the rights to contents are separate from ownership of the container.
- Likewise, and to the same purpose, this agreement encourages the comparison between faculty files on college servers and faculty-authored textbooks in the college library stacks, and between the use of on-line information resources and the use of traditional library resources and services.

Funds received by the faculty member from the sale or other use of web- based materials owned by the faculty author shall be allocated and expended as determined solely by the faculty author. Funds received by the college from the sale or use of such works owned by the college shall be allocated and expended as determined solely by the college. Funds received by the faculty member and the college from the sale or use of such works owned jointly by the faculty member and the college shall be allocated and expended in accordance with the specific agreement herein recommended to be executed in advance of creation of such works.

This agreement shall be disseminated to all academic and administrative faculty at the college, and should be of particular interest to those engaged in college-sponsored web development workshops and web-based distance education programs.

Property Rights for Web-based Materials Contract Form - *Downloadable Word Format*

Approved by President's Council: October 18, 2002
Contact the assistant to the president for any questions, corrections, or additions.

Great Basin College

Memorandum of Understanding

Intellectual Property Rights to Web-based Materials

This Memorandum of Understanding is between the Great Basin College administration and Faculty Senate. Any changes to the memorandum must be approved by the college administration and Faculty Senate.

Preamble. The following is understood to in no way supersede or change existing campus and system policies concerning patents and copyrights and other intellectual property rights, including system policy as set forth in the Title 4, Chapter 12 of the *Nevada System of Higher Education Board of Regents Handbook*. Rather, this agreement is in accordance with Section 6 of this chapter, which directs system institutions to develop their own policies and procedures in accordance with the Code. It follows suggested guidelines posted by the American Association of University Professors (MUP), from which the spirit and occasionally the letter of the following language is drawn.

1. The parties to this agreement believe that the public interest is best served by creating an intellectual environment, wherein creative efforts and innovations can be encouraged and rewarded, while still retaining for the college and its learning communities reasonable access to, and use of, the intellectual property for whose creation the college has provided assistance. The college supports the development, production, and dissemination of intellectual property by its faculty members.
2. Whether or not its primary purpose is use on the main campus or electronic delivery to distant sites, web-assisted or web-based materials, consisting of any or all of (but not limited to) the following – lecture notes, ancillary topics, background readings, surveys, data sets, bibliographies, images, graphs and other illustrations, lists of links, quizzes and examinations, discussion questions, and interactive software interfaces – shall remain a “work of authorship” and be the exclusive property of the faculty authors(s) and under sole control of the faculty author(s) unless one or more of the following three conditions apply and are agreed to in advance, in writing, by the faculty author and an authorized agent of the college:

- The college has **expressly contracted with a faculty member** to create the website, or the website is created as a specific requirement of employment or an assigned institutional duty [i.e., performed as “work for hire”] specifically referenced in a role statement, position description or equivalent document; or
 - The faculty author has voluntarily transferred the copyright, in whole or in part, to the institution; or
 - The college is considered a “joint author” under the Copyright Act, when, for example, it has provided special resources, facilities or materials not commonly made available to faculty members in the preparation of materials [i.e., provided for “significant use” of college resources -- see #4 below].
3. In the absence of all of the above- listed conditions, on-line materials originated by the faculty author shall remain the sole property of the faculty author.
- The college shall be permitted to use such materials for internal administrative purposes, including satisfying requests of accreditation agencies for faculty- authored syllabi and course descriptions, and offering limited or “trial” access as part of marketing and/or recruitment initiatives.
 - The college shall be permitted to use such materials for instructional or other educational purposes only with explicit written consent of the faculty author, and without interfering with the faculty author’s right to make use of the work elsewhere.
 - In an agreement transferring copyright for such works to a publisher, faculty authors are urged to seek to provide rights for the college to use such works for internal administrative and/or other purposes.
4. Creation of such materials using traditional library resources, desktop computers and peripherals, network access, faculty accounts and normal allocations of server space shall not be defined as “significant use” of college resources.

- Just as the college does not own the contents of a faculty member's file cabinet by virtue of owning the cabinet itself, so does this agreement conceive of desktops, servers, associated networks and other resources listed above as forms of "electronic file cabinets" in which the rights to contents are separate from ownership of the container.
 - Likewise, and to the same purpose, this agreement encourages the comparison between faculty files on college servers and faculty-authored textbooks in the college library stacks, and between the use of on-line information resources and the use of traditional library resources and services.
5. Funds received by the faculty member from the sale or other use of web- based materials owned by the faculty author shall be allocated and expended as determined solely by the faculty author. Funds received by the college from the sale or use of such works owned by the college shall be allocated and expended as determined solely by the college. Funds received by the faculty member and the college from the sale or use of such works owned jointly by the faculty member and the college shall be allocated and expended in accordance with the specific agreement herein recommended to be executed in advance of creation of such works.
6. This agreement shall be disseminated to all academic and administrative faculty at the college, and should be of particular interest to those engaged in college – sponsored web development workshops and web-based distance education programs.

Online Course Number and Name: _____

- ☐ The instructor was paid compensation or received release time for the development of this class. The course content is property of the college.
- ☐ The Instructor was NOT paid compensation or received release time for the development of this class. The course content is property of the faculty author.

Instructor's Signature: _____ Date: _____

College Administration Signature: _____ Date: _____