



College of Southern Idaho

CSI Copyright and Intellectual Property
Policy and Procedures

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CSI Copyright and Intellectual Property Policy and Procedures

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Executive Summary

Copyrights and other forms of intellectual property are valuable assets that must be protected. Careful management of these assets will benefit the authors, CSI, and the general public. The *CSI Copyright and Intellectual Property Policy* promotes campus-wide compliance; clarifies individual and institutional rights and responsibilities; establishes procedures for addressing allegations of infringement; addresses the use of copyrighted materials by College faculty, staff, and students; clarifies ownership and distribution of net income; addresses intellectual property management and administration; outlines permission request procedures; and provides procedures for dispute resolution.

The content of the Policy represents a good faith effort of the CSI Board of Trustees to promote campus-wide compliance with copyright and intellectual property laws and regulations. The Policy applies to all full- and part-time College employees (faculty, staff, administration), students, all persons acting under contract with the College for commissioned works, and anyone else using CSI resources.

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 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.

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. CSI faculty, staff and students shall adhere to the provisions of copyright and intellectual property laws and regulations.
3. No employee, student or agent of the College shall knowingly infringe upon the copyrights of another.
4. Only legal copies of copyrighted materials may be made or used on College equipment.
5. College employees shall place appropriate copyright notices on or near all equipment capable of duplicating copyrighted materials.
6. The College does not give permission for any illegal copying of any College owned copyrighted materials.
7. No CSI student shall be advised that the student may copy protected materials other than allowed by law and this Policy.
8. Intellectual property created by College employees must not infringe on any existing copyright, patent, or other intellectual property right.



9. The creator(s) 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.
10. 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 Web site (<http://copyright.csi.edu>).
11. The College shall offer training opportunities in copyright and intellectual property.
12. The College shall form and maintain the *CSI Copyright and Intellectual Property Committee*.
13. 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.
14. Each member of the College community must take individual responsibility for copyright compliance.
15. 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: Preamble

College of Southern Idaho is committed to providing an environment that supports the academic activities of its faculty, staff, and students. The College encourages the creation of original works of authorship and the free expression and exchange of ideas. It is the intent of the College to maintain a favorable atmosphere for scholarly development. The College also encourages innovation, discovery of new knowledge and its dissemination to students, to the profession, and to the public.

During their normal scholarly activities and academic endeavors, College faculty, staff, and students may produce many types of copyrightable works, which in the interest of the author and the College, should be protected. These works can be traditional or in electronic/digital format and may include books, articles, instructional materials, software, databases, dramatic works, musical and audiovisual works, multimedia materials, and many other types of intellectual property. While the primary purpose of these activities may be to enhance teaching and learning, such efforts may also result in the production of intellectual property that may be commercially viable, have applications beyond the college setting, and/or generate income. As a public institution, the College is entrusted with the responsibility to see that all copyrightable materials, inventions, discoveries and other intellectual property created at the College are administered responsibly in the best interest of the public.

In accordance to academic tradition and principles of academic freedom, the *CSI Copyright and Intellectual Property Policy* is intended to promote and encourage excellence and innovation in teaching by identifying and protecting the rights and interests of the College, its faculty, staff, and students. The College believes that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations are encouraged and rewarded, while still retaining for the College reasonable access to and use of the intellectual property developed by CSI faculty, staff, and students.

The long-standing academic tradition that creators of works own the copyright resulting from their research, teaching, and writing is the foundation of the College's *Copyright and Intellectual Property Policy*. It is the policy of the College that CSI faculty, staff, and students retain all rights in copyrightable materials they create, except when the following special circumstances or contractual arrangements exist:

1. The work is considered “work for hire” and copyright vests in CSI under copyright law;



2. The work is “commissioned” by the College;
3. The creation of the work involves “substantial use” of College resources (personnel, funds, facilities, or other resources);
4. Federal or other sources of funding and/or grant moneys are used or there are contract limitations;
5. There is an agreement in writing to the contrary between the College and the creator(s) of the work.

Section 2: Copyright Basics

Copyright ownership and the rights thereof are concepts defined by law. Under federal copyright law, copyright protection subsists in “original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device” (*Copyright Act* - Title 17, U.S. Code).

- [Copyright Basics - United States Copyright Office](#)
 - What is copyright?
 - Who can claim copyright?
 - What works are protected?
 - What is not protected?
 - How to secure copyright?
 - Notice of copyright
 - How long copyright protection endures?
 - Copyright registration
- [Frequently Asked Questions about Copyright – United States Copyright Office](#)
- [Copyright Law of the United States of America](#)
 - Copyright infringement and remedies
 - Criminal offenses
 - Liability and limitations on liability
 - The Digital Millennium Copyright Act of 1998
 - [TEACH Act](#)
- Limitations on the exclusive rights of the copyright owner
 - [Fair Use](#)
- [Copyright Information Factsheets](#)
- [Current Legislation](#)

Section 3: 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: 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.
- e) The College may require formal copyright agreements to implement the Policy as appropriate, but the absence of such executed agreements shall not invalidate the applicability of this Policy.
- f) Faculty requesting sabbatical leave may request exemption from this Policy as part of the application for sabbatical leave. All exemption requests must be in writing and shall be forwarded to the *CSI Copyright and Intellectual Property Committee*, who shall review the request and make a recommendation to the President.

Section 4: Order of Precedence

In case any individual subject to this Policy has dual or multiple status (e.g. CSI staff and student), any question under this Policy shall be determined under the provisions applicable to the status of the individual with respect to the activity in question, if that status is clear. In case of joint or unclear activity, the order of precedence shall be to apply the provisions applicable to Faculty, Staff and Students in that order, and in case of any remaining doubt, questions shall be resolved in a manner that gives greater rights to the individual. Any disputes under this section, as for other disputes under this Policy, shall be resolved in accordance with the Dispute Resolution section of this Policy.

Section 5: Copyright and Intellectual Property Committee

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 through the *CSI Copyright and Intellectual Property Committee* for developing and recommending operational guidelines and procedures for the administration of intellectual property, including but not limited to determination of ownership, assignment, protection, licensing, marketing, maintenance of records, oversight of revenue collection and distribution, approval of individual exceptions, and resolution of disputes.

The *CSI Copyright and Intellectual Property Committee* shall serve a variety of purposes:

1. Administer and oversee the *CSI Copyright and Intellectual Property Policy*.
2. Consult with College legal counsel and/or outside experts, as needed, 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, as well as distribution of income generated by intellectual property created by College personnel.
4. Assist with the development and management of written agreements with faculty, staff, students, outside sponsors and others concerning intellectual property.
5. Receive, review and maintain records of written agreements and disclosures required by this Policy.



6. In accordance with this Policy, make initial determination whether the creator(s), the College, or any other party owns the right to the copyrightable work or other intellectual property in question, and the basis and extent of those rights. If no prior written agreement had been reached between the parties on ownership rights to the intellectual property in question and the College or the creator(s) wishes to assert rights of ownership, the College or the creator(s) may request such determination by the Committee which shall review the case and make a recommendation to the President.
7. Evaluate intellectual property disclosed to the College for potential marketability and make recommendations to the President concerning the management and/or disposition of the intellectual property owned by the College, including development, licensing, patenting, marketing, commercialization, as well as possible transfer and assignment.
8. Make recommendations on the collection and distribution of proceeds from commercializing (sell, lease, license or otherwise exploit) intellectual property.
9. Working closely with the College's registered copyright agent, investigate claims of unauthorized use or copyright infringement. Handle allegations such as College equipment being used to make infringing material available to the public; faculty, staff and students illegally using others' copyrighted materials, infringing material posted online, etc. The Committee shall investigate whether allegations of infringement are valid, shall ensure that due process procedures are followed, and shall recommend appropriate action when necessary to comply with the law.
10. Handle allegations concerning illegal use of intellectual property fully owned by the College or jointly owned by the College and the creator(s). If such action is started by the College, acting alone or in concert with the creator, all costs of such action (including attorney's fees) shall be borne by the College. If the College decides not to act, the creator(s) may initiate action, and the College shall assign to him/her such rights as are necessary for him/her to pursue redress. Costs of such action (including attorney's fees) shall be borne by the creator(s) who shall have the right to all proceeds resulting from the action.
11. Assist in dispute resolutions surrounding copyright and intellectual property by acting as a fact-finding body and making recommendations to the President on any disagreements arising out of the administration of the Policy.

The *CSI Copyright and Intellectual Property Committee* consists of:

- Executive Vice President of Instruction and Chief Academic Officer
- Vice President of Administration
- Vice President of Student Services and Planning & Development
- faculty representative
- staff representative
- student representative

Section 6: Periodic Review

The College reserves the right to amend this Policy from time to time as the CSI Board of Trustees deems necessary. This Policy shall be reviewed at least once every three years and, following such review, shall determine whether modifications to the Policy are necessary or desirable to best serve the interests of the College and its faculty, staff and students.



Section 7: Dispute Resolution

Disputes concerning application of the Policy shall be resolved by a review by the *CSI Copyright and Intellectual Property Committee* and 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 *CSI Copyright and Intellectual Property 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 8: Enforcement

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.

Section 9: Allegations of Infringement

CSI's registered copyright agent with the *CSI Copyright and Intellectual Property Committee* will investigate allegations of College owned intellectual property infringing on others' copyright and will recommend appropriate action.

The copyright agent and the *CSI Copyright and Intellectual Property Committee* will also handle 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 or the *CSI Copyright and Intellectual Property Committee*.

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

Section 10: Ownership of Intellectual Property

College of Southern Idaho is committed to providing an environment that supports the academic activities of its faculty, staff, and students. The College encourages the creation of original works of authorship and the free expression and exchange of ideas. It is the intent of the College to protect the interests of the public, creator(s), and the College.

Under copyright law, the copyright to works created by persons within the scope of their employment belongs to the employer rather than to the individual creator(s). In the spirit of academic tradition, the College does not claim ownership to scholarly works unless the work was created with "substantial use" of College resources, constitutes "work for hire," specifically "commissioned" by the College, developed with federal or other sources of funding and/or grant moneys, or a written agreement between the College and the creator(s) of the work provides otherwise. A faculty member's general responsibility to produce scholarly and creative works does not constitute an express commission.

Unless specified otherwise in this Policy or in a written agreement, the copyright and any resulting royalties to works created by CSI faculty, staff or students, in pursuit of their normal scholarly, professional, or academic responsibilities, by their own initiative, belong to the creator(s). This is true also in cases where "nominal use" of the College resources is involved in the creation process. However, when a work qualifies as a "work made for hire" under Copyright Law [17 U.S. Code Sections 101 and 201(b)], "commissioned works," works created with "substantial use" of College resources as defined in this Policy, works created with the use of federal or other sources of funding and/or grant moneys, or when a written agreement between the College and the creator(s) makes such provisions, the copyright in such work shall be owned by or assigned to the College. When CSI staff or students create copyrightable works within the scope of their employment duties at the College, the copyright will generally belong to the College.

The College shall own copyright when the work qualifies as "work for hire:" the College expressly directs an employee to create a specified work, or the work is created as a specific requirement of employment or as an assigned duty that may be specified in a written job description or an employment agreement. Where the College is the owner of the intellectual property, the College agrees to grant the creator(s) a perpetual non-exclusive license to use and reproduce the intellectual property for teaching and professional purposes, as long as the use does not constitute a conflict of interest.

As long as there is no contractual obligation to an external sponsor or other third party, the College may, at its discretion and consistent with the public interest, assign, transfer, lease or sell all or a portion of its intellectual property rights to the creator(s) subject to a perpetual, royalty-free, non-exclusive, non-transferable, worldwide license to the College to use and reproduce the work for its own educational and administrative purposes. Likewise, the creator(s) may, at his or her discretion, relinquish all or a portion of his or her intellectual property rights to the College. In such case, the creator(s) shall retain a perpetual non-transferable royalty-free license to use the work in his/her teaching and professional activities. Assignment of intellectual property rights shall be in writing,



signed by the owner of the intellectual property or his/her duly authorized agent, as well as the person or entity to whom the rights are assigned.

Unless there is a written agreement to the contrary, the creator(s) is not authorized to utilize works owned by the College for purposes of personal economic gain, commercial advertising, or other unacceptable uses.

Faculty and staff should familiarize themselves with CSI's Conflict of Interest and Use of College Property, as well as Outside Employment policies and procedures.

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. The creators of individually supported works shall have full ownership and retain all rights to their works. The use of externally sponsored resources may alter this provision. In those cases prior written agreements shall determine the ownership of the intellectual property, as well as the rights and responsibilities of the creator(s) and other parties.

The College may not exercise any of the property rights reserved for the creator(s), even if the work is related to the creator's job duties or would serve an educational purpose, unless granted permission by the creator(s). Individually supported works do not have to be disclosed to or reviewed by the institution.

The creator(s) shall assume all costs associated with the intellectual property, including but not limited to the cost of statutory protection, management, and marketing. The College will not administer, finance, or provide other support to individually supported works. The College is not responsible for any opinions expressed in individually supported works or for any direct, indirect, special or consequential damages resulting from the creation or exploitation of the property.

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"). They may include, but are not limited to textbooks, articles, papers, dissertations, theses, instructional materials (class notes, handouts, presentations, distance learning materials, multimedia works, courseware), visual artworks (paintings, drawings, graphics, sculptures, photographs), musical compositions, dramatic works and performances, choreographic works, sound recordings, motion pictures and audio-visual works, novels, poems, popular fiction and nonfiction. Scholarly works do not include computer software (other than educational courseware) or databases.

Except as set forth in this Policy, faculty own the copyright to their scholarly works created on their own initiative in the ordinary course of teaching, whether prepared for traditional classroom delivery, distance learning or delivery by any other means, but the College shall be permitted to use such material for internal educational and administrative purposes. Faculty will be responsible for protecting and marketing their works.

Ownership of scholarly works prepared as part of the creator's general obligation to produce scholarly or creative works shall reside with the creator(s), except in the following cases where the College retains rights to the scholarly work: 1) the creator(s) used "substantial" College resources to



produce the work; 2) the work constitutes institutional “work for hire” or College-commissioned work; 3) federal or other sources of funding and/or grant moneys were used; or 4) there are contract limitations. If a faculty member retains title to copyright in teaching or course materials, the College shall have a perpetual royalty-free non-exclusive non-transferable world-wide license to use and reproduce the work internally for instructional, educational and administrative purposes, unless otherwise agreed in writing.

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, including but not limited to general support services provided by other employees that are available to all CSI employees, the use of library facilities, computers and networks, photocopy machines, office supplies, and the use of an assigned office and telephone. In general, “nominal use” of College resources does not include extensive use of students or employees to assist with the development of the work, or use of specialized or unique facilities and equipment, or other resources provided by the College unless approved as an exception.

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.

The College shall retain a perpetual, non-exclusive, non-transferable, royalty-free worldwide license to use and reproduce intellectual property created with “nominal use” of College resources for its own educational and administrative purposes.

Works Created with “Substantial Use” of College Resources

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

More than incidental use of secretarial, technical, professional, creative or other services specifically for the creation of the intellectual property shall be considered “substantial use” of College resources. The use of special College equipment or facilities such as College laboratory, studio, audio, audiovisual, video, television, broadcast, computer or other facilities, resources, and services provided by other College employees or students is also considered “substantial use” of College resources. Provision of release time, reduced load, stipend, institutional grants or other funds specifically provided for the development of the intellectual property, as well as the purchase of special equipment, hardware, software or other special materials for the project are also considered “substantial use” of College resources.

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 *CSI Copyright and Intellectual Property Committee*. Failure to do so will make the employee or student ineligible to use those College resources. CSI faculty, staff and students are under no obligation to enter into a contract with the College and may choose to decline the “substantial use” of College resources in order to retain all rights to the intellectual property.

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.

Where a work is created with “substantial use” of College resources, unless otherwise agreed in writing, the creator(s) of such work shall execute an irrevocable written transfer, assignment or license to the College, in a form approved by the College, which provides for the following, unless otherwise disclosed by the creator(s) and, where relevant, agreed to by the College:

- a. that the creator(s) assigns all rights and title to, and interest in the intellectual property to the College;
- b. that the work is an original work of the creator(s), and that any joint creators are or have been identified in writing to the College;
- c. that the rights in such work have not been transferred, licensed or assigned to any other entity;
- d. that any preexisting copyrighted materials reflected in the subject work, are or have been identified in writing to the College;
- e. that the creator(s) shall not distribute any copies of the work without the College's permission and that any copies of the work distributed by or with the authority of the creator(s) shall bear an appropriate copyright notice, and notice of the College's interest therein; and
- f. that the creator(s) shall execute any further documents, and provide any additional information and cooperation necessary for the protection and enforcement of the College's right to the intellectual property.

Creator(s) shall retain the following rights:

- a. the right to use or reproduce the materials in other scholarly endeavors;
- b. the right to update or revise the content of such materials or at least the right to be consulted in good faith on reuse and revisions, except that the College shall not be obligated to provide further resources unless the revisions are requested by the College or agreed to jointly by the College and the creator(s);
- c. the right to take credit for creative contributions;
- d. the right to make derivative works based on the materials in question.

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.

If the agreement grants the creator(s) ownership rights, the College shall retain a perpetual, non-exclusive, non-transferable, royalty-free worldwide license to use and reproduce the work for its own educational and administrative purposes, including the right to all updates, unless otherwise specified by the contract. The College shall also have a non-exclusive non-transferable commercial license to market the intellectual property outside the College.

In some cases, it may be in the best interests of all parties involved for the creator(s) to reimburse the College for use of College resources which exceeds the definition of “nominal use.” If the College agrees to such an arrangement, the intellectual property in question will fall under the



“nominal use” rather than “substantial use” provisions of this Policy. The *CSI Copyright and Intellectual Property Committee* will, in consultation with the creator(s), determine an appropriate level of repayment and a repayment schedule. A written agreement specifying the terms of the agreement must be signed by both parties. Creators wishing to reimburse the College directly for the “substantial use” of its resources must make arrangements to do so before the level of the usage during the creation of a particular intellectual property becomes substantial.

The College may reasonably require reimbursement for any unusual financial, technical or other support. That reimbursement might take the form of future royalties or payment of a fee equal to the market value of the College resources used, above and beyond what is considered “nominal use” (the amount the creator would have to pay in the open market to purchase or lease those resources).

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.

A work is considered work prepared by and employee within the scope of his or her employment if 1) it is the kind of work the employee is employed to perform; 2) was created substantially within authorized work hours and location; and 3) it was initiated, at least in part, for the purpose to serve the employer.

Without an express written agreement specifying otherwise, the College shall own all “works made for hire” created by CSI faculty, staff and students. The College may exercise all rights under copyright and intellectual property laws without limitation. Any income generated from institutional “works for hire” shall belong to the College. College ownership in a “work made for hire” may be relinquished only by the *CSI Copyright and Intellectual Property Committee*, in which case the College will retain a perpetual, non-exclusive, non-transferable, royalty-free, worldwide license to use and reproduce those works for its educational and administrative purposes.

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.

Examples of institutional “works for hire” include but are not limited to software developed for the College by staff computer programmers, audiovisual works created by College audiovisual personnel, Web pages developed by the webmaster, brochures and other publications and marketing materials produced by the College public relations office or media and technology centers, and works created by faculty or staff who get extra pay, release time or paid leave to create works.

Where a work subject to copyright is created as a “work made for hire” as defined above, the normal salary or other remuneration paid to the College employee or student shall ordinarily constitute full consideration for the creation of the copyrighted work, unless, for specially-commissioned works, additional consideration is agreed upon by an authorized College official in writing in advance.

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/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.



Examples of copyrightable works which CSI may “commission” non-employees to prepare may include but are not limited to: illustrations or designs, artistic works, architectural or engineering drawings, forwards and introductions, computer software and computer-based media, reports by consultants or subcontractors, videos and DVDs, etc.

The College shall have all rights to and full equity in all works specifically “commissioned” by the College and works created by independent contractors. A written work-for-hire agreement shall be executed, prior to the beginning of the projects, providing ownership of the intellectual property in question to 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 vest in, or be assigned to, the College. Assistance in drafting written agreements can be obtained from the *CSI Copyright and Intellectual Property Committee*.

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 *CSI Copyright and Intellectual Property Committee*. Such agreements must be approved by the College before work on the project commences. The *CSI Copyright and Intellectual Property Committee* 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 *CSI Copyright and Intellectual Property Committee* 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 vest in 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)]. Each contributor shall be a “co-owner” of the copyright, each having all the usual rights of the copyright owner, and any income from such intellectual property is shared among the contributors. Regardless of the relative size or importance of the contribution, co-authors co-own the work.



Any one of the creators of a joint work may register and enforce the copyright in the names of all owners, with accounting. In case of intellectual property developed with the joint efforts of two or more creators, a written agreement among the parties must specify ownership, allocations, and other rights. When no written agreement exists, the following principles shall apply: 1) each co-owner shall own an equal share in the work; 2) each co-owner shall own an undivided interest in the entire work; 3) any co-owner, without permission of the other co-owners, may grant non-exclusive rights to third parties, but exclusive ownership rights shall only be assigned to third parties if all co-owners consent; 4) each co-owner shall share any profits obtained from the exploitation of the work; 5) co-owners shall have the right to assign their ownership share in the work to a third party; 6) each co-owner shall be entitled to equal authorship credit.

When income is to be shared among two or more creators, all net income received on intellectual property subject to this Policy shall be distributed on an equal share basis unless specifically agreed otherwise in a written agreement signed by all creators.

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 or the course syllabus, as well as provide a royalty-free, non-exclusive, non-transferable, worldwide license to the College to (i) make available for viewing to the College community through electronic or other means the entire work; (ii) to make available to the broader public a limited number of copies of such works; and, (iii) to make a summary or abstract available to the College community and the public by electronic means without limitation on quantity of access or copying.
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. In case of College-owned materials created by students, the creator(s) shall retain a perpetual non-transferable non-exclusive license to use and reproduce the work for scholarly activities, but not for sale or distribution.
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 11: Requests for Written Permissions and Necessary Releases

All requests for permission to use intellectual property owned by the College shall be referred to the *CSI Copyright and Intellectual Property Committee*. 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 *CSI Copyright and Intellectual Property Committee*). 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 Web site (<http://copyright.csi.edu>). Creators of intellectual property owned by the College or in which the College has rights to 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 12: 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 13: Distribution of Net Income

Where ownership of a copyright belongs or is assigned to the College, unless otherwise agreed in writing, revenues derived from publication, licensing, distribution, performance, display, assignment, commercialization, transfer, sale, rental or other exploitation of the work or derivative works, shall be allocated as follows:

- (a) First, any and all expenses incurred by the College and the creator(s) attributable to the intellectual property in question are reimbursed, including but not limited to expenses related to application, registration, patenting, licensing, marketing, administration, publication, distribution, performance, display or sale of copies of the work. Indirect College overhead and other College costs normally associated with the operation of a College and not directly attributable to the intellectual property in question shall not be deducted from gross revenues or otherwise allocated to costs or fees associated with the



- work. Deducted expenses shall be reasonable and fair and shall be properly disclosed; the sources and amounts of compensation shall also be properly disclosed.
- (b) Second, a five (5%) percent protection and infringement shelter shall be retained by the College.
 - (c) The remainder of any revenues shall be deemed “net income” and divided in the following manner:

Condition	Expenses Incurred	Protection and Infringement Shelter as Percentage of Revenues After Expenses	Net Income Distribution		Ownership
			Creator(s) Share of Net Income	College’s Share of Net Income	
Individually Supported	Vary - creator(s) responsibility	0%	100% of all revenues	0%	Creator(s)
Created with “Nominal Use” of College Resources	Vary – creator(s) responsibility	0%	100%	0%	Creator(s)
Created with “Substantial Use” of College Resources	Vary	5%	75%	25%	College
Institutional “Work for Hire” and Works Specifically “Commissioned” by the College	Vary	5%	0%	100%	College
Sponsored Works and Works Covered by Written Agreements	Vary	5%	As specified in the written agreement	As specified in the written agreement	As specified in the written agreement

Intellectual property created with “nominal use” of College resources shall be owned by the creator(s). The creator (or creator’s heirs, successors, and assigns) shall be entitled to all royalties from the sale or rental of the intellectual property created with only “nominal use” of College resources.

Intellectual property created with “substantial use” of College resources shall be owned by the College. The creator (or creator’s heirs, successors, and assigns) shall be entitled to seventy-five percent (75%) of net income and the College share of net income shall be twenty-five percent (25%).

Intellectual property deemed institutional “work for hire” and works specifically “commissioned” by the College shall be owned by the College. The College shall be entitled to one hundred percent (100%) of net income derived from such works.

If the proceeds are received directly by the College, the creator(s) shall be notified and the College shall pay the appropriate percentage to the creator(s) within thirty (30) working days of receipt. If proceeds are received directly by the creator(s), the *CSI Copyright and Intellectual Property*



Committee shall be notified and the creator(s) shall pay the appropriate percentage to the College within thirty (30) working days of receipt.

Other distributions may be justified in unusual circumstances or by written agreement with the creator(s), subject to the approval of the *CSI Copyright and Intellectual Property Committee*.

In the case of multiple creators, the net income shall be distributed equally among the creators, unless their initial written agreement specified an unequal distribution.

If the intellectual property is owned by or assigned to the creator(s), but the College is entitled to a portion of the net proceeds generated by the sale of the property, the creator(s) must disclose any sales agreement to the *CSI Copyright and Intellectual Property Committee*.

Any proceeds accruing to creator(s) constitute royalties, not salaries, and will continue to be paid to creator(s) even if the creator(s) leaves the College. If the creator(s) dies, the creator(s)' portion of the proceeds will continue to be paid in accordance with the testamentary disposition (wills, trusts and similar mechanisms) or, in the absence of such disposition, as provided by law.

Section 14: Use, Revision, and Alteration of Intellectual Property

Internal College Use

Internal use is defined as use and reproduction by the College, by any means including, but not limited to print, electronic, broadcast, closed circuit television, compressed video, as well as any other digital or multimedia formats for its own educational and administrative purposes.

Individually supported works are owned by the creator(s). Unless otherwise specified in this Policy or a written agreement between the College and the creator(s), ownership of scholarly works resides with the creator(s). The College cannot use these works unless the use falls under one of the statutory exemptions, the work is in the public domain, or appropriate license or written permission had been obtained from the copyright owner(s).

The College retains ownership rights to intellectual property deemed "work for hire," works specifically "commissioned" by the College, and materials created with "substantial use" of College resources. Unless otherwise specified in a written agreement between the creator(s) and the College, the institution shall be entitled to use these materials internally and externally without limitations.

The College retains a perpetual, non-exclusive, non-transferable, royalty-free, worldwide license to use and reproduce, for its own internal educational and administrative purposes, intellectual property developed with "nominal use" of College resources.

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

Instructional materials should receive timely and periodic review to ensure currency and relevance, and to maintain the usefulness and quality of the material. 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. If the creator declines or fails to complete the revision within the agreed upon period of time, the College may assign another faculty to prepare the revisions. If the creator is no longer employed by the College, the College in its sole discretion may contract with the creator to prepare appropriate revisions, retain the creator as a consultant for revisions, or assign the task of revision to a faculty with appropriate expertise.

Section 15: 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 when, as determined by the College: (a) there are no overriding or special obligations to a sponsor or other third party; and (b) the best interests of the College would be so served. 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 Copyright and Intellectual Property Committee* and secured by an assignment agreement.

Faculty, staff, students, independent contractors, or individuals not affiliated with the College who own intellectual property may elect to voluntarily disclose and submit their properties to the *CSI Copyright and Intellectual Property Committee* for the purpose of facilitating commercial development. In the event that the Committee agrees to accept management of the property, the property shall be assigned to CSI and the assignor shall be entitled to the same distribution of revenues and other rights and responsibilities of creators of College-owned property, as specified in this Policy.

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 16: 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 if the revision made, in the College’s opinion, 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 17: 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 and 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 18: 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 the creation or recording process involved “substantial use” of College resources, the material qualifies as “work made for hire,” or 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.

Section 19: Definitions

For purposes of this Policy, the following definitions shall apply:

1. **College.** The College shall refer to the Board of trustees of the College of Southern Idaho.
2. **College Resources.** College funds, facilities, personnel, supplies, equipment, or other resources, services or property of the College.



3. **Commissioned Work.** 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 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 the disposition of any intellectual property rights and royalties. The College shall have all rights to and full equity in all College-commissioned work. Contracts covering commissioned works shall specify that the creator(s) shall convey by assignment, if necessary, such rights as are required by the College.
4. **Committee.** The *CSI Copyright and Intellectual Property Committee*.
5. **Contracted Facilities Work.** A contracted facilities work is a work produced by non-College personnel or College personnel acting outside the course and scope of their employment, using designated College facilities pursuant to a written agreement. Ownership of copyrights to contracted facilities work shall be governed by the agreement permitting use of the specified College facilities. Depending on the nature of the facility and the nature and extent of the use, the agreement may specify that ownership of resulting copyrights rests with the College, or the College simply may be paid a fee for the use of the facility, or some other arrangement may be appropriate.
6. **Copyright.** The bundle of rights granted by Congress that protect original works of authorship fixed in a tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. A copyright provides the author with the sole and exclusive privilege to perform the following acts:
 - a) To reproduce the copyrighted work;
 - b) To prepare derivative works;
 - c) To distribute copies of the copyrighted work to the public by sale or other; transfer of ownership, or by rental, lease or lending;
 - d) To perform or display the copyrighted work publicly.
7. **Copyrightable Work.** An original work of authorship which has been fixed in a tangible form of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, which include but are not limited to:
 - b) books, journal articles, texts, glossaries, bibliographies, study guides, lectures, laboratory manuals, syllabi, tests and proposals;
 - c) programmed instructional materials;
 - d) musical or dramatic works, unpublished scripts;
 - e) videos;
 - f) sound recordings;
 - g) pictorial and graphical works;
 - h) software, computer-based programs, multimedia products and documentation (includes software or computer code or their representation in forms such as CD-ROM, video disk, compressed video, web-based material, and the like); and
 - i) other materials or works which qualify for protection under the copyrights laws of the United States or other protective statutes.
8. **Creator(s).** Any individual or group of individuals who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of intellectual property. Creator includes the definition of “Inventor” used in U.S. patent law and the definition of “Author” used in the U.S. Copyright Act.
9. **CSI.** CSI shall refer to the Board of trustees of the College of Southern Idaho.
10. **Employee.** Employee shall refer to any person possessing either a full-time or part-time appointment at CSI, whether salaried or not salaried, and whether under a contract or not.



11. **External Distribution.** Distribution external to the College may occur either through direct rental, sale or licensing by the College or its designee, or through commercial rental, sale or distribution by a third party under an agreement for payment of royalties.
12. **Faculty.** Regular full-time personnel in positions of the academic ranks of instructor, assistant professor, associate professor, and full professor in the area of instruction and part time or adjunct faculty (those employed for less than a full teaching load or for a contract not to exceed a semester), and visiting lecturers.
13. **Fair Use.** Section 107 of the Copyright Act allows limited copying of copyrighted works in teaching, scholarship and research situations. To determine fair use, the following four factors must be carefully considered on a case by case basis:
 - a) The purpose and character of the use (e.g. for profit, nonprofit, educational use);
 - b) The nature of the copyrighted work;
 - c) The amount, substantiality, or portion used in relation to the copyrighted work as a whole;
 - d) The effect of the use on the potential market of the copyrighted work.
14. **Institution.** Institution shall refer to the Board of trustees of the College of Southern Idaho.
15. **Intellectual Property.** Collectively, all creative or intellectual work products, whether tangible or intangible, including but not limited to copyrights, know-how, discoveries, processes, inventions, unique materials, patents, trademarks, and service marks.
16. **Internal Use.** Use by the College, by any means including, but not limited to print, electronic, broadcast, closed circuit television, compressed video, as well as any other digital or multimedia formats.
17. **Inventions.** A process, method, discovery, device, plant, composition of matter, or other invention that reasonably appears to qualify for protection under United States patent law, whether or not actually patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented. An Invention may be the product of a single inventor or a group of inventors who have collaborated on a project.
18. **License.** A contract in which a copyright owner grants to another permission to exercise one or more of the rights under copyright.
19. **Net Income/Net Proceeds.** The remainder of revenues after all expenses incurred by the College attributable to the intellectual property in question are reimbursed, including but not limited to expenses related to the development, application, registration, patenting, licensing, marketing, administration, publication, distribution, performance, display or sale of copies of the work, and a five (5%) protection and infringement shelter is retained by the College. Deducted expenses shall be reasonable and fair and shall be properly disclosed; the sources and amounts of compensation shall also be properly disclosed.
20. **Nominal Use of College Resources.** “Nominal use” of College resources means incidental unreimbursed 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, including but not limited to incidental use of general support services provided by other employees that are available to all CSI employees, the use of library facilities, computers and networks, photocopy machines, office supplies, and the use of an assigned office and telephone. In general, nominal use of College resources does not include extensive use of students or employees as support staff to develop the work, or use of specialized or unique facilities and equipment, or other resources provided by the College unless approved as an exception. Individual exceptions may be approved on a case-by-case basis.
21. **Personal Work.** A personal work is a work that is prepared outside the course and scope of College employment (except for permissible non-College consulting activities) without the use of College resources. Ownership of copyrights to personal works shall reside with the creator(s).



22. **Patent.** The bundle of rights that protect inventions or discoveries which constitute any new and useful process, method, machine, manufacture, or composition of matter, or any new and useful improvement thereof.
23. **Policy.** The *CSI Copyright and Intellectual Property Policy*.
24. **Proceeds.** All revenue and/or equity received from the assignment, sale, transfer, licensing, commercialization, or other exploitation of intellectual property including, but not limited to, royalties and license fees.
25. **Revenue.** Payments received from the assignment, sale, transfer, licensing, commercialization, or other exploitation of intellectual property including, but not limited to, royalties and license fees.
26. **Royalties.** A payment made to an owner of a copyright for the privilege of practicing a right under the copyright.
27. **Scholarly Work.** 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. They may include, but are not limited to textbooks, articles, papers, dissertations, theses, instructional materials (class notes, handouts, presentations, distance learning materials, multimedia works, courseware), visual artworks (paintings, drawings, graphics, sculptures, photographs), musical compositions, dramatic works and performances, choreographic works, sound recordings, motion pictures and audio-visual works, novels, poems, popular fiction and nonfiction.
28. **Sponsor.** An organization or agency which provides funding, equipment, or other support for the College to carry out a specified project in research, training, or public service pursuant to a written agreement. Sponsors may include federal, state, local, and other governmental entities as well as private industry, educational institutions, and private foundations.
29. **Sponsored Work.** A sponsored work is a work first produced by College faculty, staff, or students, pursuant to a written agreement between the College and a sponsor. Ownership of copyrights to sponsored works shall be with the College unless the sponsored agreement states otherwise. Any sponsored work agreement which provides for ownership by other than the College generally shall provide the College with a perpetual, royalty-free, non-exclusive, world-wide license to use and reproduce the copyrighted work for educational and research purposes. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise.
30. **Staff.** All individuals, whether full-time, part-time, or other status, receiving compensation from the College as employees, other than Faculty.
31. **Student.** All individuals associated with the College in active student status as defined by formal registration, or on approved leave of absence status, whether full-time or part-time, whether or not receiving salary, wages, or a stipend.
32. **Student Work.** A student work is a work produced by a registered student without the use of College funds (other than Student Financial Aid), that is produced outside any College employment, and is not a sponsored, contracted facilities, work for hire, or commissioned work. Ownership of copyrights to student works shall reside with the student.
33. **Substantial Use of College Resources.** “Substantial use” of College resources means extensive un-reimbursed use of College resources that are normally available or provided in the course of the faculty or staff member’s usual appointment or assignment, or the un-reimbursed use of resources that are not ordinarily available to all or virtually all employees with comparable status. Substantial use of College resources includes extensive use of major College facilities (laboratory, studio, production facilities, computing facilities, etc.) or resources (including funds, personnel, equipment, materials and supplies). Merely incidental use of a facility does not constitute substantial use.



34. ***Tangible Media.*** Include, but are not limited to, books, periodicals, manuscripts, phonorecords, films, tapes, and disks.
35. ***Trademark (including Service Mark).*** A distinctive word, design or graphic symbol, or combination work and design, that distinguishes and identifies the goods and services of one party from those another, such as names or symbols used in conjunction with different products.
36. ***Work 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 so agree in writing.