

# Survey of American University Copyright Policies

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## Ownership and Rights of Use of Works Created at the University: A Survey of American University Copyright Policies

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This document is prepared for distribution at the “Copyright Management for Scholarship” conference in Zwolle, the Netherlands, on February 13-14, 2004. It is DRAFT ONLY, and we invite comments. A final version of the document will be posted at the website of the Surf Foundation: [www.surf.nl/copyright](http://www.surf.nl/copyright).

## Introduction

Copyright laws alone are often inadequate to deal with the complex issues surrounding the management of intellectual works created at universities. Relying on these laws to determine ownership and management rights of these works frequently lead to undesirable results in the eyes of the entire university community. To manage these works more effectively, many universities have adopted formal copyright policies in order to more clearly articulate the allocation of rights and responsibilities with respect to these intellectual works.

This document brings together excerpts of selected university copyright policies for the purpose of comparing choices made by different universities to manage issues of copyright ownership and rights of use. Each excerpt was chosen because it represents a different perspective concerning these issues of ownership, university and faculty rights of use. The selection of policies is based on their offering a range of examples that illustrate well the situations that universities face and some options available for drafting policy documents. This study begins with attention to American universities (and one Canadian university), but this draft is only the beginning of a multi-national study of similar policies that will eventually encompass policymaking from other countries.

This comparison of university copyright policies reveals just a small fraction of the multitude of differing views concerning the appropriate balance of interests between universities and their faculty members with respect to academic works. The sheer quantity of variations among the policies suggests no single ‘model’ policy that every university should adopt in order to achieve compliance with the Zwolle principles; rather each university must assess its needs when adopting a copyright policy. This document does not analyze the strengths and weaknesses of each policy, because each university, unique in its goals and resources, may achieve the Zwolle principles in a different manner than might other universities.

Great care has been taken in selecting these excerpts in order to accurately represent each policy’s overall position concerning a particular issue. However, when reading an excerpt without knowing the entire policy, there is always the risk that the excerpt may be misconstrued. To fully understand a policy’s standpoint on a particular issue, please view the excerpts in the context of the entire policy.

This document is a ‘work in progress’, to be revised and expanded by the Zwolle Group to include excerpts from university copyright policies from many. Users of this website are invited to notify [SURF](#) of policies that offer innovative methods for managing these interests.

*Words and phrases in the policies have been underlined in order to give emphasis for the purposes of this project. They are not underlined as they appear in their respective policies.*

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## **I. Faculty Ownership of Works Created at the University**

### **Columbia University:**

- “By longstanding custom, faculty members hold copyright for books, monographs, articles, and similar works as delineated in the policy statement, whether distributed in print or electronically. This pattern will not change. This copyright policy retains and reasserts those rights.”

- “In keeping with longstanding academic custom, the University recognizes faculty ownership of copyright in traditional works of authorship created by faculty such as textbooks, other works of nonfiction and novels, articles, or other creative works, such as poems, musical compositions and visual works of art, whether such works are disseminated in print or electronically.”

### **Harvard University:**

- “Except as qualified below, a member of the University is entitled to ownership of copyright and royalties or other income derived from works, including books, films, cassettes, software, works of art, or other materials.”

### **George Washington University:**

- “The University makes no claim of ownership of copyright in works of authorship created by members of the University community, unless such works qualify as ‘Works Made for Hire’ or involve ‘Substantial Use’ of University resources as defined below, or unless such works are created within the scope of a Sponsored Project under an agreement which provides for ownership of copyright by the University or a third party, in which case the Sponsored Project agreement shall take precedence.”

- “The University makes no claim of ownership of copyright in textbooks or other published instructional materials, including computer assisted and multimedia materials, unless said materials have been made with Substantial Use of University resources or qualify as Works Made for Hire as defined below.”

### **Indiana University:**

- “The University shall not exercise intellectual property rights in any work created or discovered by a Creator other than works meeting the definition of ‘applicable intellectual property’ or ‘institutional works,’ unless such rights are voluntarily transferred by the Creator or secured through licenses set forth in this Policy.”

### **University of Kansas:**

- “Notwithstanding any use of institutional resources or ‘*work made for hire*,’ the ownership of textbooks, scholarly monographs, trade publications, maps, charts, articles in popular magazines and newspapers, novels, nonfiction works, supporting materials,

artistic works, and like works shall reside with the creator(s) and any revenue derived from their work shall belong to the creator(s).”

- “Notwithstanding any use of University resources or ‘*work made for hire*’ the ownership of manuscripts for publication in academic journals shall reside with the creator(s) and any revenue derived from their works shall belong to the creator(s).”

**Purdue University:**

- “In accordance with custom established in institutions of higher learning, copyright ownership of textbooks and manuscripts prepared at the author's initiative for classroom, educational, or professional purposes, including all royalties from publication or distribution of such materials, belong to the author except when the material is prepared as an assigned project and/or University facilities or resources were used, in which case these materials shall be University property, as described above.”

**Stanford University:**

- “In accord with academic tradition, except to the extent set forth in this policy, Stanford does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. The University claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination which are not institutional works and did not make significant use of University resources or the services of University non-faculty employees working within the scope of their employment.”

**Yale University:**

- “It is traditional at Yale and other universities . . . for books, articles and other scholarly writings by a faculty member to be deemed the property of the writer, who is considered to be entitled to determine how the works are to be disseminated and to keep any income they produce. This tradition reflects the University's commitment to encourage members of the Yale community to write and to publish what they wish. In recognition of that longstanding practice, the University disclaims ownership of works by faculty, staff, postdoctoral fellows and postdoctoral associates and students, except in the following cases: Assigned Tasks . . . , Outside Agreements . . . , Patentable Works . . . , Commitment of University Resources.”

## **II. University Ownership of Works Created at the University**

**University of Arizona:**

- “[T]he University of Arizona manages all Board-owned intellectual property developed at the University or by its employees (as defined herein), including . . . [works] made by any employee as a direct result of his or her duties with the University or in the course and scope of employment.”

**Columbia University:**

- “The University asserts copyright ownership in any work of authorship that is: (i) created with substantial use of University resources, financial support or non-faculty University personnel beyond the level of common resources provided to faculty; (ii) created or commissioned for use by the University; or (iii) created under the terms of a sponsored project where the terms of the sponsored project require that copyright be in the name of the University.”

**Harvard University:**

- “In circumstances in which there is substantial University involvement in the creation of an intellectual product, the foregoing provisions concerning rights to obtain a patent or copyright or the rights to royalties or other income, or both, may be varied in favor of the University by explicit agreement between the creator(s) and the University.”

**Michigan State University:**

- “From a legal perspective, all copyrighted works made by any Michigan State University employee within the scope of his or her employment begin as ‘works made for hire’ and are initially owned by the University. As has been the tradition at Michigan State University and most of its peer institutions, the University assigns the copyrights in such works to their creators, *unless* one or more ‘Special Circumstances’ exist. The Special Circumstances that cause the University to retain copyright ownership are set forth in Section II, below.”

**Purdue University:**

- “The University shall own all domestic and foreign rights in and to any and all inventions and materials made or developed by University personnel either in the course of employment by the University or through the use of facilities or funds provided by or through the University.”

- “Materials, whether written or recorded, shall be considered as having been developed in the course of employment in those cases where the individual was employed by the University for the specific purpose of preparing or producing the materials or was specifically directed to do so as a part of his or her general employment duties. The rights owned by the University include all economic and property rights as well as the right to patent inventions and to copyright materials.”

**Stanford University:**

- “[I]f the creator of a copyrightable work makes significant use of the services of University non-faculty employees or University resources to create the work, he or she

shall disclose the work to the Office of Technology Licensing and assign title to the University.”

### **III. Amount of University Resources Used by Faculty Required to Shift Ownership Rights to University**

#### **Columbia University:**

- “Ordinary use of resources such as the libraries, one’s office, desktop computer and University computer infrastructure, secretarial staff and supplies, is not considered to be substantial use of such resources for purposes of vesting the University with copyright ownership in a work.”

#### **Cornell University:**

- “The use of University resources is ‘Substantial’ when it entails the use of University resources not ordinarily used by, or available to all, or virtually all, members of the faculty. As the concept of Substantial Use evolves with changes in the customary working environment, the term may be refined by the Provost from time to time, following consultation with the FCR, and such definition shall be incorporated as an Appendix to this Policy.”

- “For purposes of this Policy ‘Substantial Use’ is the use of resources other than those ‘ordinarily available’ to most or all faculty members. As of the date of this Appendix, such ordinarily available resources include office space and personal office equipment, office computer workstations, library and other general use information resources, and the means of network access to such resources. Incidental involvement of students receiving funding from the University is also excluded from the definition of ‘Substantial Use’.”

#### **Harvard University:**

- “[Substantial University involvement includes:]

- (a) substantial University financial, staff or other assistance;
- (b) extensive use of special or rare University holdings, such as museum collections;
- (c) significant use of voice or image of students or staff in a product, or substantial creative contribution by staff or students to the preparation of the product; or
- (d) use of the name or insignia of the University or any of its units (other than for purposes of identification of individual faculty members) to identify or to promote the distribution of a product, or other identification or promotion that implies the approval or endorsement by the University or one of its units.”

#### **University of Kansas:**

- ““Substantial use’ means that the creator receives more than normal support for the project or receives time and/or resources specifically dedicated to the project.”

**Massachusetts Institute of Technology:**

- “Textbooks developed in conjunction with class teaching are excluded from the ‘significant use’ category and not considered ‘works-for-hire’, unless such textbooks were developed using MIT-administered funds paid specifically to support textbook development. Otherwise, the author is the owner.”

-“Generally, an invention, software, or other copyrightable material, mask work, or tangible research property will not be considered to have been developed using MIT funds or facilities if:

- a) only a minimal amount of unrestricted funds has been used; and
- b) the Intellectual Property has been developed outside of the assigned area of research of the inventor(s)/author(s) under a research assistantship or sponsored project; and
- c) only a minimal amount of time has been spent using significant MIT facilities or only insignificant facilities and equipment have been utilized (note: use of office, library, machine shop facilities, and of traditional desktop personal computers are examples of facilities and equipment that are not considered significant); and
- d) the development has been made on the personal, unpaid time of the inventor(s)/author(s).”

**Stanford University:**

- “Examples of non-significant use include ordinary use of desktop computers, University libraries and limited secretarial or administrative resources. Questions about what constitutes significant use should be directed to the appropriate school dean or the Dean of Research.”

**Yale University:**

- “The term ‘substantial’ is not meant to include ordinary use of Yale's libraries, faculty offices, departmental office equipment or University owned personal computers. The Provost will determine whether substantial commitments exist in a particular case and whether the University ought therefore not to disclaim ownership of such works. Where feasible, the Provost will make this determination before the work is created and at the beginning of the project, and will so inform the principal investigator or other responsible faculty member.”

## **IV. Shared Ownership of Works**

**Georgia Southern University:**

- “Use of the following University resources in the production of Intellectual Property generally shall constitute more than purely incidental use, shall be defined as University-Assisted Individual Effort, and shall result in shared ownership of the Intellectual Property under this Section: resources provided by University-funded and/or University

Foundation-funded grants, and stipends; University employees (other than faculty) within the employment period; long distance telecommunication services and other cost-added supplies and services; and University facilities other than offices, labs, studios, or library.”

**Minnesota and State Colleges (Employment Contract):**

- “Ownership of intellectual property, or copyrighted material, or of patentable discoveries or inventions, shall be shared by the faculty member and the college in an equitable ratio if the intellectual property, or the discoveries or invention, are produced under one (1) or more of the following circumstances:

1. With substantial college support and involvement;
2. With release time granted with the expectation that patentable information or products will result;
3. Under an assigned duty and/or work-for-hire arrangement with an external sponsor.”

**Massachusetts Institute of Technology:**

- “Where significant Institute resources are involved in producing a work, or where there are contractual requirements, MIT and the faculty author share ownership of the work and responsibility for the decisions.”

**University of North Carolina:**

- “In addition to the foregoing provisions for release to the creator of a Traditional or Non-Directed Work involving exceptional use of University resources, the University, through the Office of Technology Development in consultation with the creator’s chair, and the creator may alternatively negotiate for joint ownership of the work including sharing the proceeds from the work.”

**Saint Cloud State University (Draft):**

- “Shared ownership will be defined in an agreement between the faculty member(s) and the University, which might be represented by the department, the dean, the Office of Sponsored Programs, or any other unit significantly involved in providing extraordinary support. This shared ownership agreement must be signed before the project is formally initiated. The agreement must follow the general outlines set out in this Intellectual Property and Copyright Policy (Please see ‘University’ and ‘shared ownership agreement,’ below.) Here are questions for determining shared ownership:

1. Do extraordinary conditions exist?
2. If so, which of the factors listed above trigger shared ownership?
3. To what degree have the faculty member(s) and the University provided resources?
4. The degree may be translated into a percentage.”

**Simon Fraser University:**

-“With the exception of products not otherwise excluded under terms of this Policy, the University and the Originator shall negotiate joint ownership of copyright in products whose design, preparation, production, or distribution substantially has been made possible by a contribution of University administered resources assigned for these purposes.”

## V. University Rights in Faculty Owned Works

### **Columbia University:**

- ‘If the University has determined that a work subject to University copyright ownership under this Policy has no likely commercial value, and subject to the terms of any applicable agreements with third parties under which the work was created, the University will consider a request by the creator to transfer copyright ownership in the work to the creator, subject to an irrevocable royalty-free license to the University to use the work for its own non-commercial purposes.”

### **Indiana University:**

- “Creators are . . . encouraged to seek from publishers and other persons to whom Creators assign rights in their intellectual property, a non-exclusive, royalty-free license for their own non-commercial research and teaching and, where possible for anyone within the University to use that intellectual property for non-commercial research and teaching. The University Counsel's office, the Copyright Management Center, and other appropriate units shall work to develop standard license terms and shall otherwise, to the extent possible, assist Creators in securing such licenses.”

### **University of Iowa:**

- “The University has an interest in and reserves the right to review, negotiate, and sign agreements for the use or sale, outside the immediate instructional setting, of the following educational materials:  
a. materials specifically commissioned by the University;  
b. materials to which the University has made a substantial contribution (one which is significant in the context of the situation and the practices in particular disciplines, schools, departments, or other units of the University); or  
c. materials developed with the assistance of outside funding where terms of the grant or contract are binding on the author or the University.”

### **University of Kansas:**

- “Except for textbooks, the University shall have royalty-free use of the work within the University, unless otherwise agreed in writing.”

- “If the manuscript is to be published, the creator(s) shall request the right to provide the University with a royalty-free right to use the manuscript within the University in its

teaching, research, and service programs, but not for external distribution, and, if successful, the creator(s) shall grant such right to the University.”

**University of Minnesota:**

- “In order to facilitate joint work on teaching materials and support collaborative teaching, and notwithstanding the ownership rights otherwise granted by this policy, individuals who contribute teaching materials used in jointly developed and taught University courses thereby grant a nonexclusive, nontransferable license to the university to permit other contributors to the course to continue using those jointly produced teaching materials in University courses.”

**Simon Fraser University:**

- “In all cases where joint ownership of copyright applies, the University shall have the right:

- a. to an interest in royalty or other income derived from products;
- b. to execute agreements for distribution and/or publication of products, with the concurrence of the Originator;
- c. to have the University's name appear on products;
- d. to use, produce and reproduce products or portions of products for use at University facilities without reimbursement to the originator; and
- e. to assign its interests to a third party, such as SF Univentures.”

- “In all cases where the University has either sole or joint copyright ownership in the products produced, the disposition of ownership rights shall be determined by written agreement with the Originator before production commences.”

## **VI. Faculty Rights in University’s Owned Works**

**Columbia University:**

- “Where the University owns the copyright in a work, it will acknowledge creators (including creators of works-for-hire) who have made a substantial creative contribution to the work, if the creators so request.”

- “If a creator of a work whose copyright is owned by the University, including a creator of a work-for-hire, wishes to make a work freely available to the public, through noncommercial licensing or other means, the University, subject to the terms of any applicable agreements with third parties under which the work was created, will accommodate such wishes as long as it determines that the benefits to the public of making such works freely available outweigh any advantages that might be derived from commercialization.”

**Cornell University:**

- “In recognition of the Author's desire to maintain intellectual control of his or her work, the University will give consideration to views of the Author as to disposition of intellectual property rights when it takes title to a copyrightable work under this Policy.”

- “Where the University owns a copyright under this Policy, the Author will be permitted to continue to use the work for his or her own non-commercial purposes. Distribution, if any, to academic colleagues outside of the University will be permitted under approved written agreements obtained from the University Counsel through the Vice President for Research and Advanced Studies.”

**Harvard University:**

- “With respect to works in which the University takes ownership or has any form of control, the person(s) who created the intellectual property shall be consulted in the determination of how it is to be made public, developed, modified, and/or commercialized.”

**Indiana University:**

- “The Creator shall have the right to be identified, or to refuse to be identified, as the Creator by the University and by subsequent licensees and assignees, except as required by law.”

- “The Creator shall retain the rights to pursue related research and creative activities, determine methodologies, draw conclusions, disseminate information, and develop related intellectual property (including derivative works), except to the extent that the Creator has voluntarily entered into contractual arrangements or is required by legal or professional considerations to do otherwise.”

**Simon Fraser University:**

- “In all cases where joint ownership of copyright applies, the University agrees that the Originator shall have the right:

- a. to an interest in royalty or other income derived from products;
- b. to execute agreements for distribution and/or publication of products, with the concurrence of the University; and
- c. to have the Originator's name appear on products.”

## **VII. Transfer of Ownership from University to Faculty of Works Created by Faculty**

**Columbia University:**

- “If the University has determined that a work subject to University copyright ownership under this Policy has no likely commercial value, and subject to the terms of any

applicable agreements with third parties under which the work was created, the University will consider a request by the creator to transfer copyright ownership in the work to the creator, subject to an irrevocable royalty-free license to the University to use the work for its own non-commercial purposes.”

**Cornell University:**

- “In cases where the University has copyright ownership of a work under this Policy, the University may, upon request and for good cause shown, assign copyright ownership to the Author subject to a perpetual royalty free license to the University to use the work for its own purposes. Such requests should be submitted to the Vice President for Research and Advanced Studies.”

**George Washington University:**

- “Where a work subject to copyright is created with Substantial Use of University resources as provided above, unless otherwise agreed in writing, each Faculty member, Librarian, Staff and Student author of such work shall execute an irrevocable written transfer, assignment or license to the University, in a form approved by the University, which provides for the following, unless otherwise disclosed by the Faculty member, Librarian, Staff or Student and, where relevant, agreed to by the University:

- a. that the author transfers all right, title and interest in and to the copyright to the University;
- b. that the work is an original work created by the author, that there are no known joint authors (or that any joint authors are or have been identified in writing to the University), and that the rights in such work have not been transferred, licensed or assigned to any other entity;
- c. that any preexisting materials, whether copyrighted or in the public domain, reflected in the subject work, are or have been identified in writing to the University;
- d. that the author shall not distribute any copies of the work without the University's permission and that any copies of the work distributed by or with the authority of the author shall bear an appropriate copyright notice, and notice of the University's interest therein; and
- e. that the author shall execute any further documents, and provide any additional information and cooperation necessary to obtain registration or deposit of the copyright, or to enforce the rights in the copyright.”

**Stanford University:**

- “When copyright is assigned to Stanford because of the provisions of this policy, the creator of the copyrighted material may make a request to the Dean of Research that ownership be reconveyed back to the creator. Such a request can, at the discretion of the Dean, be granted if it does not: (i) violate any legal obligations of or to the University, (ii) limit appropriate University uses of the materials, (iii) create a real or potential conflict of interest for the creator, or (iv) otherwise conflict with University goals or principles.”

## VIII. Assigning the Rights to Publish Works

### **Columbia University:**

- “The licensing of books, articles and other non-institutional works described in Section I.A above is under the control of the faculty members creating such works. However, if any article or other such work is to be published, the creator shall seek to reserve the right to provide the University with a royalty-free right to use a reasonable portion of the published work within the University for teaching, research and other non-commercial University purposes. If the creator is successful in retaining such right, the creator shall grant such right to the University.”

### **George Washington University:**

- “The University strongly encourages Faculty and Librarians who assign their copyright rights in scholarly publications to outside publishers to retain the royalty-free rights of reproduction and instructional use for themselves and for the University. Upon request, University administrators and legal counsel will provide assistance relating to assignment agreements and such retention-of-rights clauses.”

### **Harvard University:**

- “It is expected that when entering into agreements for the publication and distribution of copyrighted materials individuals will make arrangements that best serve the public interest.”

- “[T]he policy should not interfere with the right of a scholar to decide to publish a book or an article and, if so, when and under what circumstances.”

### **Indiana University:**

- “Creators are . . . encouraged to seek from publishers and other persons to whom Creators assign rights in their intellectual property, a non-exclusive, royalty-free license for their own non-commercial research and teaching and, where possible for anyone within the University to use that intellectual property for non-commercial research and teaching. The University Counsel's office, the Copyright Management Center, and other appropriate units shall work to develop standard license terms and shall otherwise, to the extent possible, assist Creators in securing such licenses.”

### **University of Kansas:**

- “If the manuscript (academic journal) is to be published, the creator(s) shall request the right to provide the University with a royalty-free right to use the manuscript within the University in its teaching, research, and service programs, but not for external distribution, and, if successful, the creator(s) shall grant such right to the University.  
*Procedure:* Upon acceptance of the manuscript, the University will provide a royalty-free

request form to be sent to the publisher by the creator. The creator's responsibility for this policy ends with the submission of the form."

- "Upon the establishment of national governmental or nonprofit entities whose purpose is to maintain in an electronically accessible manner a publicly available copy of academic manuscripts, the Kansas Board of Regents will review each entity and upon determination that providing the manuscripts will not jeopardize the publication of articles or infringe on academic freedom, require the creator(s) to provide to the appropriate entity a limited license for the use of each manuscript."

**University of Minnesota:**

- "Nothing in this policy shall be construed as affecting the rights of a creator to publish, except that the creator must agree to observe a brief period of delay in publication or external dissemination if the University so requests and such a delay is necessary to permit the University to secure protections for intellectual property disclosed to it by the creator."

## **IX. Student Ownership of Works Created at the University**

**University of Arizona:**

- "Students own the intellectual property they develop as a result of class work unless University resources beyond those described in Section C(2)(a) above are used in such development. Students own the copyrights for their theses and dissertations . . ."

**Cornell University:**

- "Works created by students are additionally subject to the following rules:

A. The University makes no claim to copyright ownership of works created by students working on their own, i.e. not within the scope of an employment relationship with the University or with one of its employees, and not making Substantial Use of University resources.

B. Students working on a project governed by a contract or agreement to which the University is a party shall be bound by the terms of that contract or agreement.

C. Students who are hired to perform specific tasks that contribute to a copyrightable work will ordinarily have no rights to ownership of that work, regardless of the source of funds from which they are paid. In such cases, the party who owns the copyright of the rest of the work will ordinarily retain copyright ownership of the portion contributed by the student.

D. Students working collaboratively with academic employees on projects that result in copyrightable work may be granted the same rights and obligations of copyright ownership as would another academic employee working collaboratively on the project. Students and academic employees should establish these rights at the outset of their collaboration.

E. If none of the above relationships applies, students performing work compensated by

the University are subject to the provisions governing nonacademic employees under Section II.

F. Students may also be subject to rules and restrictions of their units, colleges or of the Graduate School which are not inconsistent with the University Copyright Policy. For example, students who copyright their theses or dissertations must grant the University rights to reproduce and distribute copies of their works in accordance with the policies of the University or College.”

**George Washington University:**

-“When . . . Students create copyrightable works within the scope of their employment duties at the University, the copyright will generally belong to the University.”

-“Copyright ownership in a thesis or dissertation prepared by a Student toward degree requirements shall remain with the Student, provided that, unless otherwise agreed in writing, by submitting the work for credit or degree requirements, the Student shall automatically be deemed to have granted a non-exclusive, worldwide, royalty-free license to the University (i) to make available for viewing to the University community through electronic or other means the entire thesis or dissertation; (ii) to make available to the broader public a limited number of copies of such thesis or dissertation, for which the University will make reasonable efforts not to reproduce and distribute in excess of ten copies per year of each such thesis or dissertation; and, (iii) to make a summary or abstract available to the University community and the public by electronic means without limitation on quantity of access or copying.”

**University of Kansas:**

- “The ownership of student works submitted in fulfillment of academic requirements shall be with the creator(s) with the following exception: upon request of the creators, the University shall determine ownership of works created from research or development activities that are collaborative efforts involving students, faculty or staff, or spanning several semesters. The student by enrolling in the University gives the University a nonexclusive royalty-free license to mark on, modify, retain the work as may be required by the process of instruction, or otherwise handle the work as set out in the University’s Intellectual Property Policy or in the course syllabus. The University shall not have the right to use the work in any other manner without the written consent of the creator(s). Where the creation is part of any ongoing research or development project, the involved faculty or staff shall have the right to use and to modify the creation for use within that project and related research projects without additional consent of the creator(s).

-*Procedure:* A statement on accessibility to the University policy on intellectual property will be inserted in documents accessible to students.”

**University of Minnesota:**

- “Intellectual property created solely for the purpose of satisfying a course requirement is owned by the creator and not the University. This subdivision does not apply if the

creator assigns ownership rights in the intellectual property to the University in writing or assignment of such ownership rights to the University is made a condition for participation in a course.”

**Massachusetts Institute of Technology:**

- “The ownership of copyrights in student theses is governed by the following:

a) Copyright ownership of theses generated by research that is performed in whole or in part by the student with financial support in the form of wages, salaries, stipend, or grant from funds administered by the Institute shall be determined in accordance with the terms of the support agreement, or in the absence of such terms, shall become the property of the Institute.

b) Copyright ownership of theses generated by research performed in whole or in part utilizing equipment or facilities provided to the Institute under conditions that impose copyright restrictions shall be determined in accordance with such restrictions. Questions regarding restrictions imposed on any of the Institute's facilities or equipment may be addressed to the administrative officer of the laboratory or department or to the appropriate contract administrator in the *Office of Sponsored Programs*.

c) Students will own the copyrights to theses not within the provisions of a) and b) above; however, a student must, as a condition to a degree award, grant royalty-free permission to the Institute to reproduce and publicly distribute copies of his/her thesis.

d) Where significant use is made of MIT facilities or equipment provided to MIT without copyright restrictions, students own copyrights in theses per c) above; however, software code, patentable subject matter, and other Intellectual Property contained or disclosed in the theses are subject to the significant use policy set forth in Section *13.1.2* above.

- “Students should also be recognized as creators and authors of their own material. The academic and financial rights of students should be honored in the creation and dissemination of educational materials.”

**Stanford University:**

- “Stanford does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. Such works include those of students created in the course of their education, such as dissertations, papers and articles.”

**Yale University:**

- “Because students and postdoctoral fellows are in many cases not employees of the University, the *Copyright Law* would not automatically make the University the owner of copyright to their works. To assure fairness, the provisions of this Copyright Policy are made applicable to students and postdoctoral fellows . . . as a condition of their enrollment or affiliation at the University.”

- “The University will own the copyright to works created by postdoctoral fellows or postdoctoral associates in the course of their assigned duties of employment, by student

employees in the course of their assigned duties of employment, including duties as teaching or research assistance.”

## **X. Non-Faculty Ownership of Works Created at the University**

### **Columbia University:**

- “[A]ny work created by an officer of administration (including a faculty member or officer of research only when acting in his or her capacity as an officer of administration), or by a support staff member acting within the scope of his or her employment generally constitutes a ‘work made for hire’ as defined by federal law, . . . and the University asserts copyright ownership in such works.”

### **Harvard University:**

- “[W]henever a copyrightable work is created by a member of the non-teaching staff as part of the individual's University responsibilities, the work shall be treated as a work-for-hire under the terms of the Copyright Act of 1976, and ownership will ordinarily be retained by the University.”

### **George Washington University:**

- “When Staff . . . create copyrightable works within the scope of their employment duties at the University, the copyright will generally belong to the University.”

### **Yale University:**

- “The University will own the copyright to works created by staff members in the course of their assigned duties of employment.”

The policies used in this survey may be found at:

- University of Arizona  
[http://vpr2.admin.arizona.edu/Interim\\_IPP/IP-UA-interim.pdf](http://vpr2.admin.arizona.edu/Interim_IPP/IP-UA-interim.pdf)
- Columbia University  
<http://www.columbia.edu/cu/provost/docs/copyright.html>
- George Washington University  
<http://www.gwu.edu/~research/copyrightplyc.htm>

- Georgia Southern University  
[http://welcome.georgiasouthern.edu/president/Intellectual\\_Property\\_Policy\\_final.pdf](http://welcome.georgiasouthern.edu/president/Intellectual_Property_Policy_final.pdf)
- Harvard University  
<http://www.techtransfer.harvard.edu/PatentPolicy.html>
- Indiana University  
<http://www.indiana.edu/~ovpr/respol/intprop.html>
- University of Iowa  
<http://www.uiowa.edu/~our/opmanual/v/31.htm>
- University of Kansas  
[http://www.ku.edu/~provost/Intellectual\\_Property\\_Policy\\_final.html](http://www.ku.edu/~provost/Intellectual_Property_Policy_final.html)
- Michigan State University  
<http://www.hr.msu.edu/CMSHrsite/Templates/PrintContentPage.aspx?NRMODE=Published&printPage=1&NRORIGINALURL=/HRsite/Documents/Faculty/Handbooks/Faculty/ResearchCreativeEndeavor/vi-copyrightedmaterial.htm?printPage=1&NRNODEGUID={2BA20657-D89A-4DF9-A347-E68819A9A29D}&NRCACHEHINT=NoModifyGuest>
- University of Minnesota  
<http://www1.umn.edu/usenate/policies/intelproperty.html>
- Minnesota State Colleges and Universities Employee Contract  
<http://www.hr.mnscu.edu/LR/Contracts/mccfa99-01/20.html>
- Massachusetts Institute of Technology  
<http://web.mit.edu/policies/13.1.html>
- University of North Carolina  
<http://www.unc.edu/campus/policies/copyright.html>
- Purdue University  
[http://www.purdue.edu/oop/faculty\\_staff\\_handbook/pages/polpro/ac\\_ad\\_pro/res\\_pol\\_inventions.html](http://www.purdue.edu/oop/faculty_staff_handbook/pages/polpro/ac_ad_pro/res_pol_inventions.html)
- Saint Cloud State University (Draft)  
<http://condor.stcloudstate.edu/~scogdill/tltr/intellprop.html>
- Simon Fraser University  
<http://www2.sfu.ca/policies/research/r30-01.htm>
- Stanford University

<http://www.stanford.edu/dept/DoR/rph/5-2.html>

- Yale University  
[http://www.yale.edu/ocr/indust\\_policies/copyright.html](http://www.yale.edu/ocr/indust_policies/copyright.html)