

## 11. COPYRIGHT POLICY.

### 11.1 Policy Statement and Purpose.

Copyright is the ownership and control of the intellectual property in original works of authorship that is subject to copyright law. The purpose of The Texas State University System copyright policy is to outline the respective rights which a Component and members of its faculty, staff, and student body have in copyrightable materials created by them while affiliated with the Component.

All rights in copyright shall remain with the creator of the work except as otherwise provided by *Section 10.2* of this policy.

### 11.2 Ownership of Copyright.

11.21 The System and its Components claim no ownership of fiction, popular nonfiction, poetry, music compositions, or other works of artistic imagination that are not Component works. For other materials that are totally faculty generated with no university equipment or aid other than that routinely used by faculty in duties associated with teaching, the faculty member holds the copyright and complete intellectual property rights.

11.22 If the work is contracted in writing by the Component of the employee on a work-for-hire basis, the Component then owns the copyright and all benefits of the materials.

11.23 Copyright of all materials (including software) that are developed with the significant use of funds, space, equipment, or facilities administered by a Component, including but not limited to classroom and laboratory materials, but without any obligation by the Component to others in connection with such support, shall be held by the Component.

The provision of office or library facilities alone shall not be construed as providing “substantial resources,” which shall include, for example, the purchase of new technology software or equipment not normally needed for the employee’s duties, and/or a substantial monetary award explicitly for the creation of the work.

11.24 Copyright ownership of all material (including software) that is developed in the course of or pursuant to a sponsored research or support agreement (i.e., an agreement which provides funds, space, equipment, or facilities for research purposes) shall be determined in accordance with the terms of such agreement, or, in the absence of such terms, the copyright shall be held by the Component. The agreement may grant the employee a non-exclusive educational license allowing the employee to share royalties from third parties using the materials.

### 11.3 Mediated Coursework.

- 11.31 Mediated courseware includes, but is not necessarily limited to, instructional materials delivered over the Internet, synchronous or asynchronous video or audio courses, Components of course, or instructional support materials.
- 11.32 Copyright of mediated courseware developed without specific direction or significant support of the Component shall remain with the employee. No royalty, rent, or other consideration shall be paid to the employee or former employee when that mediated courseware or a modification thereof is used for instruction by the Component. The employee or former employee shall take no action that limits the Component's right to use the instructional materials and shall provide written notice on the courseware itself if the Component's right of use. See *Chapter V, Paragraph 4.75* of these Rules for the policy on noncompetitive use of employee-owned, mediated courseware.
- 11.33 Copyright of mediated courseware, developed at the specific direction or with the substantial resources of a Component shall be jointly held by the Component and the employee, unless otherwise specified at the time of commissioning of the work, and shall not be used without written consent of the Component. The Component shall have the right to modify the courseware and decide who will utilize it in instruction. Royalties or revenues generated from the licensing of such mediated courseware may be jointly shared with the employee as noted in this *Paragraph 10*. The Component may specifically agree to share control rights with the employee.

### 11.4 Distribution of Copyright Royalties.

- 11.41 Creators of copyrightable material not owned by a Component, or to which a Component has relinquished any ownership claim, own the copyrights in their works and are free to publish them, register the copyright and receive any revenues which may result therefrom.
- 11.42 Royalty income received by a Component through the sale, licensing, leasing, or use of copyrightable material in which a Component has a property interest will normally be shared with the author and the Component where the material originated.
  - 11.421 The net royalties or other net income received by the Component will, in most instances, be distributed under a formula of fifty percent (50%) to the author and fifty percent (50%) to the Component.
  - 11.422 Any distribution which grants the author more than fifty percent (50%) of net royalties shall require approval of the Board of Regents.

- 11.423 In the event of multiple authors, the proper distribution of the fifty percent (50%) author's share shall be determined by their Component President, as appropriate.
- 11.424 The disposition of the fifty percent (50%) dedicated to the Component is within the discretion of the Component President.
- 11.43 In the event that an author contributes a personal work to a Component, a written agreement accepting such contribution shall be executed. The terms of the agreement shall include a statement governing the division of royalties between the Component and the author.
- 11.44 In cases of extramural funding, the terms of the funding agreement shall govern the division of any royalties that may result from commercialization of materials resulting therefrom. In the event that the funding agreement vests royalty rights in a Component, and does not provide any royalty share for the author, the author shall be entitled to the same proportionate share he or she would have received if the work had not been extramurally funded. Such a royalty payment to the author, however, may not violate the terms of the funding agreement. Such share shall be a proportion of whatever share is owned by the Component under the terms of the funding agreement and this policy.
- 11.5 Revision of Materials. Materials owned by a Component under the terms of this policy shall not be altered or revised without providing the author a reasonable opportunity to assume the responsibility for the revision. If the author declines the opportunity to revise such material, the assignment of responsibility for the revision will be made by the President.
- 11.6 Withdrawal of Materials. Materials owned by a Component shall be withdrawn from use when the Component in consultation with the author deems such use to be obsolete or inappropriate. No withdrawal or other discontinuance shall take place that would violate the terms of any licensing or other agreement relating to the materials.
- 11.7 Use of Copyrighted Software.

The Texas State University System and its Components are committed to: (1) providing faculty, staff and students with the computer hardware and software necessary to perform their respective job tasks and instructional assignments; (2) protecting its computer environment from viruses; and, (3) maintaining compliance with the U.S. copyright laws and software license agreements and discouraging copyright infringement. This policy applies to all Component computer users, including faculty, staff, and students. Employees and students, who illegally duplicate software and/or its documentation or otherwise fail to

comply with Component third party software license agreements, will be subject to disciplinary action up to and including termination of employment or expulsion from school.

11.71 The use of Component-owned or leased hardware or software is limited to Component business or instruction-related activities. Software that has not been purchased or licensed by the Component or for which the individual user cannot demonstrate or certify purchase or license for business or instructional use may not be loaded onto Component-owned or leased computers.

11.72 Copyright Compliance. Users of licensed software must read and comply with the license agreement. When a Component has contracted for a site or enterprise license, copying of the software media up to the number of licenses may be allowed, depending on the license agreement. The software user generally may:

- (1) Make only one backup copy of the software for archival purposes. If the underlying license is discontinued, this copy must be destroyed.
- (2) Make a copy if it is required as an essential step (and NOT AS A MERE CONVENIENCE) in installing the software on the computing equipment.

11.73 Federal law requires compliance with the following restrictions when using software acquired by the Component:

- (1) A user shall not install software on more than one computer, unless written evidence exists that the Component has purchased the software and the license gives the purchaser the right to install it. Should a user find such software, the user should immediately uninstall the software, remove the files from the computer, and destroy any media copies.
- (2) Manuals, and other copyrighted materials, shall not be copied without specific, written permission of the publisher.
- (3) Upgrading a software package does not release the software user from the terms of the original agreement, unless the software developer changes the license agreement. The old version of the software may not continue to be used on a different computer or be distributed for use to others.
- (4) When concurrent use is allowed by the license agreement, the number of concurrent users of a local area network (LAN) version of purchased software may not exceed the number of licensed users.

- 11.74 License Agreements. Each manufacturer includes a license agreement package with its software that details any restrictions on its use. Component users must comply with the vendor's license provisions regarding the use of the software, even though the individual user has not personally signed the license agreement. License agreements differ among the various software vendors and some may grant additional rights, such as allowing use on a portable or home computer. The Component shall hold the user responsible for reading, understanding and complying with provisions of the license agreement for each software package.
- 11.75 Component Responsibility. Each Component shall publish software copyright policies and operating procedures that articulate specific steps implementing this *Subparagraph 10.7* and covering, at a minimum, the following topics:
- (1) Guidelines for use of Component computer hardware and software;
  - (2) Computer and Software Use—User Education;
  - (3) Software Selection, Budgeting & Acquisition;
  - (4) Software Inventory, Audit & Copyright Compliance.

## 12. PATENT POLICY.

- 12.1 Purpose. The Components within The Texas State University System are dedicated to instruction, research, and public service. It is the policy of the Board of Regents of the System that each Component carry out its scholarly work in an open and free atmosphere and publish results obtained therefrom freely. The Board recognizes that patentable inventions and discoveries may arise on occasion in the course of scholarly work conducted by the employees and students of its Component. It is the purpose of this policy to insure that such inventions and discoveries are used and controlled in a fashion that maximizes their benefit to the public, the inventor, and the System.
- 12.2 Applicability. This policy shall apply to all persons employed by a Component of The Texas State University System and to anyone using facilities owned or under the supervision of a Component in connection with the development of a patentable product.
- 12.3 Condition of Employment and Enrollment. The patent policy of the Board of Regents, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee of each Component, including student employees, and of the conditions of enrollment and attendance by every student at each Component.
- 12.4 Ownership. Except as otherwise described in this policy, every invention or discovery or part thereof that results from research or other