

FAQs - Intellectual Property for Course Materials

1. When a faculty member prepares a syllabus for a course - who owns the material?

When a syllabus is developed, and it does not fall within one of the categories of University-owned works set out in section 100.030.A.2 of the Collected Rules, the syllabus is owned by the author. The course belongs to the faculty member who developed it. As a general rule, the course syllabus, lecture notes, class handouts, lab manuals, and digital presentations are the intellectual property of the instructor who created them, unless they fall within one of the categories of section 100.030.A.2. Section 100.030.A.2. of the Collected Rules provides that the University owns the copyright in these categories of works:

- Works that are commissioned for University use by the University
- Works that are created by employees if the production of the materials is a specific responsibility of the position for which the employee is hired
- Sponsored works, or works resulting from grants (but not if the production of the copyrighted work is ancillary to the purpose of the grant)
- Works created with the use of substantial University resources

2. What role does copyright notice and registration play in protecting the work?

If a faculty member holds the copyright to a work, it would be advisable to put the copyright notice on the work, which includes the copyright symbol, name of author, and year it was written, i.e., "© Pat Doe 2010". Though this is not necessary to secure copyright protection, it may deter others from copying it.

Registration of the copyright with the U.S. Copyright Office is a prerequisite to bringing suit for copyright infringement. If there is any concern that the work may be infringed, a faculty member may want to register the copyright using the U.S. Copyright Office's online registration process <http://www.copyright.gov/ec0> .

If the university owns the copyright to the work the author may request the university to register the copyright.

3. Under what circumstances must I share my syllabus with my department?

Excellence in teaching demands that faculty colleagues have access to syllabi that are prerequisite courses to theirs. Likewise, faculty should know what the expectations are in the syllabi of courses for which theirs is a prerequisite. Accreditation bodies, departmental curriculum committees and Promotion & Tenure committees would naturally have the right to review the course syllabus, assignments, lab materials, and exams. This is important to maintain consistency between sections of a course and to maintain program quality.

If a faculty member leaves the University, she would retain copyright to her syllabus and related materials. In all instances, faculty should bear in mind the tradition of the academy to share as much information as possible to advance the mission of the university to educate and advance the discipline.

4. In the collected rules 100.030 one section refers to the concept "if substantial university resources will be used in the development of educational materials". What exactly does that mean?

Substantial use of university resources refers to extensive unreimbursed use of university resources. Section 100.030.A.2.d. of the Collected Rules states that the following are **not** considered substantial

University resources; "limited secretarial support, uses of the library for which special charges are not normally made, and the employees' own time except as covered by subsections 2.a and 2.b" of 100.030. In all cases, creators of intellectual property should consult with their department chair (faculty) or supervisor (staff) if they anticipate substantial use of university resources and negotiate an agreement if the determination is made that the use will indeed be substantial. Significant resources may include special equipment and supplies, multimedia and technology staff support, instructional, lab, and video materials.

Release time specifically granted to develop educational materials is considered a significant resource.

- 5. If a faculty or staff member develops elaborate materials for teaching his course including electronic materials that require the university to supply substantial resources in order to produce the course (e.g. technology or multimedia support, special equipment or supplies), who owns the copyright on the classroom materials?**

When substantial university resources and supplies are allocated for course development, the university can claim ownership of the copyright. By planning ahead and developing a written agreement in advance of commencing work, an author may negotiate the terms of copyright ownership. This process starts between the author and the department head of the sponsoring unit. Agreement should be reached on who will own the copyright, which units or persons will receive income from offering the course, and how the course will be updated and revised. To facilitate the effective development of author agreements, the University has a template which may be adapted by the parties to fit their specific needs (See [Author's Agreement](#)). The approval process to be followed to finalize the agreement is outlined in Sections 100.030.B.3 and 4. The Patent and Copyright Committee or the Chancellor's designee can also provide advice.

- 6. If a faculty member develops an eLearning course for teaching online for the University and receives assistance from the University in the form of instructional designers, computer technologists preparing learning objects, and significant help in preparing the course - who owns the copyright for the course?**

According to section A.2.d of the UM Collected Rules 100.030 the University of Missouri owns the copyright if the materials are "created with the use of substantial University resources which are specifically provided to support the production of copyrightable materials". However, this section articulates how course authors can develop written agreements stipulating terms for copyright ownership, division of any net income from the course, use of materials, and plans for revisions.

In most cases, it's helpful for the faculty or staff members to create a written agreement spelling out their rights in advance of developing course materials if they will be utilizing significant university resources in designing and building course materials. These agreements allow the faculty or staff member to use the materials for educational purposes while at the same time protecting the University's investment and ability to continue to offer the course in the future.

- 7. If a faculty or staff member designs a course or educational materials and is paid a stipend for developing the course or materials - who owns the copyright?**

If a faculty member is paid a stipend by the University for developing a course then the University of Missouri owns the copyright pursuant to A.2.d.

- 8. What happens if substantial University resources are used to develop a course and there is no written agreement?**

If substantial University resources are used to develop instructional materials and there is no written

agreement, the University may claim ownership according to section A.2.d.2. However, sections D and E of section 100.030 of the collected rules and regulations give the author additional rights for future use or royalties. As long as the author remains a University employee, the author has the right to approve the internal use of those materials by the University for any new purposes. When the author is no longer employed by the University, she will have a non-exclusive right to use the work for her own non-commercial educational purposes. For example, the author will not have the right to sell the materials to any third parties. Further, the University may continue to use the materials for its internal purposes.

9. If a faculty member or other employee whose job requires her to write publications for distribution as part of her duties, prepares materials for this purpose - who owns the copyright on the materials? What about materials that are created when creating materials are not a part of the standard responsibilities of the job?

It is important to note that the Collected Rules Section 100.030.A.1 states that "The faculty will continue to hold copyright for traditionally accepted intellectual property that is developed in their roles as teachers and scholars subject to the provisions of section 2 herein. These include, but are not limited to such materials as books, workbooks, study guides, monographs, articles, and other works including music and performances, whether embodied in print, electronic format or in other media."

The University owns the copyright, however, for materials that are written by an employee if they are written as a specific responsibility of the job. For example, if an Extension employee were required to prepare training manuals for use of pesticides as a specific responsibility of their job, the University would retain copyright.

As long as you remain a University employee, you do have the right to approve the internal use of those materials by the University for any *new* purposes.

When the author is no longer employed by the University, the University does not need permission to use the materials for any internal purpose. She would be granted a non-exclusive right to use the work for her own non-commercial educational purposes. She would not have the right to distribute, sell, or sublicense the material to any third parties.

If the University wishes to use the material for external purposes, a written agreement with the author would be required regardless of whether she is still a current employee.

If writing the material is not a part of the author's regular job duties, the University may still own the copyright if she was specifically asked to write the material by the University; if she used substantial University resources to create the work; or if the work was funded by an internal or external grant.

In any case where the University owns the copyright, the author cannot independently enter any agreements to receive royalties or other remuneration from these works without the University's prior written approval. If the University decides to license or sale the work for external use, a written agreement must be entered into between the University, the primary author, and any other authors. This agreement should set forth the conditions of use and define any rights for periodic review and or withdrawal from use. The typical distribution of net income from external use is 50% of net income to the department and 50% to the author(s), but the University may agree to other terms for dividing the income if there are special circumstances.

If writing the materials is not a part of author's job description, and she was not otherwise asked to write the material by the University, she wrote the material on your own time and she

did not use any substantial University resources (including internal or external grants), the copyright is hers.

In all cases, it is recommended that authors confirm your ownership and/or other rights in writing in advance in accordance with either 100.030.A.4. or A.5. to ensure there are no misunderstandings.

10. Can a University employee use material that he developed for a university course for a non-university purpose such as a short course or workshop?

The employee retains rights to the course material and the entirety of the compensation as long as the material does not fall within one of the categories of works set out in section 100.030.A.2 and does not otherwise conflict with the university's policy on conflict of interest. The University's conflict of interest policy and policy on faculty consulting are both contained with the Policy on Conflict of Interest in Section 330.015 of the Collected Rules

(<http://www.umssystem.edu/ums/departments/gc/rules/personnel/330/015.shtml>).

If substantial University resources were used in generating the coursework material then the employee is required to negotiate with the University the distribution percentage of the compensation prior to conducting the event. Honorariums are specifically exempt from this requirement.

11. Who owns a course that is authored by more than one University faculty member or other employee?

If the course does not fall within one of the categories of works set out in section 100.030.A.2., then the authors may be co-owners of the copyright. The federal Copyright Act provides that if authors of a joint work intend for their contributions to be merged into inseparable or interdependent parts of a whole work, then those authors will be co-owners of the copyright in that work. For example, if two authors decide to jointly prepare material for a course, and each one does contribute material with the intent that their contributions will be merged into one whole course, they would be co-owners of the copyright in the course.

If, however, they invite another faculty member to prepare and contribute material to the course after its inception, and that faculty member contributes separate material to fill in a gap in the course, not intending for it to be merged into the whole, that faculty member is not a co-owner of the copyright of the whole course. One interesting facet of joint ownership of copyright is that a joint owner of a copyrighted work may license the joint work without the consent of the other copyright owners. However, the joint owner must share royalties derived from the work with the other owners.

Note: This guide sheet is designed to provide some helpful information to assist with the questions about intellectual property for instructional materials developed by faculty. This sheet is NOT a substitute for the Collected Rules and Regulations section 100.030 and the Collected Rules supersedes any interpretation given here.

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