



The following describes the rights and responsibilities of the institution and its employees in regard to the production of works, materials, methods, equipment, etc. from which the producer may derive fees, royalties, or monetary benefits of any kind.

Definitions:

“**Copyright**” bears the same meaning throughout as in the Copyright Law of the United States (Title 17, United States Code).

“**Work**” bears the same meaning throughout as in the Patent Law of the United States (Title 35, United States Code).

“**Educational program**” includes all courses, credit and noncredit, required and elective, graduate and postgraduate.

“**Employee**” refers to anyone receiving wages or salary from the University of Western States, be they faculty, staff, or administrators.

1. Where an employee produces copyrighted material while in the employ of the University of Western States, they shall be entitled to the full provisions of copyright and the university shall waive any and all right to copyright in a work produced by that employee, provided however, that such waiver shall not apply in the case of work produced by an employee who has been engaged by the university to prepare works for the university, or whose normal responsibilities to the university are to prepare such works.
2. With respect to any and all material, whether in print, on tape or electronic media, or in the form of equipment, an employee agrees to make available to the University of Western States for its educational program, without payment of royalty but at the expense of the university, copies or working models of any work produced by the employee in the course of their employment and involving the use of university production facilities or funds.
3. Where an employee shares copyright or patent with one or more persons in any material or equipment produced with the use of university production facilities or funds, the employee shall ensure that any contract entered into respecting copyright or patent guarantees use of the material or equipment, without payment of royalty, to the university for its educational program.
4. Where an employee has copyright or patent in material or equipment produced in whole or in part with the assistance of university facilities, students or funds, then the employee shall:
 - a. Enter into a contract with the university, such contract to establish at least: the establishment of a fee or royalty, duration of use, editorial control, and audience.



- b. Grant to the university a license to use the work or equipment, including the right to grant others the right to use the work or equipment, according to the agreement established in 4.a. The employee shall have the right to restrain the use of his/her material or equipment in the event that the university wishes to distribute such material or equipment to third parties outside the institution in a manner not provided for in the contract or license.
 - c. Agree with the university that upon receipt of fees or royalties, the same will be divided between the university and the employee according to the contract provided for in 4.a.
5. The university has no obligation to maintain, store, or otherwise keep or care for works and equipment produced by employees, except that the university may retain copies of works or models of equipment, if it sees fit. The university will, on request of the employee, retain a master of the final work or a model of the equipment, for a period of time to be agreed upon between the university and the employee, provided that adequate and secure storage space is available. Master copies or models retained by the university will not be amended, edited, cut, or changed in any way by the university without the consent of the employee or other copyright/patent holder.

Where the institution wishes to erase, dismantle, or otherwise destroy the copyright/patent material or equipment, whether during or at the end of the term of the agreement then in force, the employee shall be given one month's notice and shall be permitted during that time to take a copy of all or part of material or equipment for their own use. Such copy shall be at the expense of the employee.

6. An employee warrants to the university that they are the owner of the work and the copyright/patent in the work and that it is original with them. In cases where fees or licenses for the use of copyright/patent material or equipment used in the work is required, the employee shall provide the university with a list of all copyright/patent holders. The Copyright/Patent Committee (see 7 below) shall determine who shall be responsible for securing permission to use said copyrights and patents, and shall likewise determine who shall bear the cost, if any, for such use.
7. The Copyright/Patent Committee shall be formed in the following manner: one (1) member of the campus community appointed by the president of the university; one (1) member elected by the faculty at large; and one (1) member mutually agreed upon by the president of the university and the president of the faculty. It shall be the responsibility of this committee to hear grievances arising out of the copyright/patent policy and to act as a resource to faculty and administration seeking advice and guidance on copyright/patent provisions of this policy.

It shall also be the responsibility of the Copyright/Patent Committee to arbitrate fair and just solutions to disagreements regarding patents and/or copyrights when an employee holding such patents or copyrights leaves the employ of the university. Such arbitration shall be considered binding.

Related Policies: [Policy 1605 – Use of Copyrighted Works in Education and Research](#)
[Policy 6004 – Archival of Course Materials](#)

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Policy 1007 – Copyrights and Patents

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