

Stevens Institute of Technology Copyright Policy

1. Introduction

- 1.1. The Trustees of the Stevens Institute of Technology recognizes the value to the Institute and to the academic community generally of the generation of technical scientific and scholarly documents and the creation of useful computer software by members of the faculty, staff, and student body of the Institute. It is therefore a goal of the Institute to encourage members of the Stevens community in such creative activities.

In order to provide incentives to authors and other creators of original works, the laws of the United States recognize a limited right - the "copyright" - which enables the holder of the right for a given work to prevent others from copying the work, subject to certain "fair-use" exceptions.

Under many circumstances, the Institute's goal of encouraging members of the Stevens community to publish their work is best served by allowing the copyright in a work to be held by the person who created the work. However, there are certain circumstances when a balancing of the goals of the Institute indicates that the copyright in a work created by a member of the faculty, staff, or student body should be held by the Institute. The purpose of the present copyright policy statement is to provide guidelines for determining under what circumstances the copyright in a work created by a member of the Stevens community is to be held by the person who created the work and under what circumstances the copyright is to be held by the Institute. This policy also speaks to the distribution of any royalties accrued from Institute-owned copyrights (Section 9).

2. Definitions

- 2.1. **Computer Program:** A group of statements or instructions intended to be used in a digital or analogue computer - directly or indirectly - to bring about a desired result. The term "computer program" shall include computed databases and other compilations of data in a form intended to be stored in and manipulated by a computer.
- 2.2. **Writing:** A work generally expressed in words, numbers or other textual symbols, possibly including drawings, photographs, or other pictorial elements in addition to the textual symbols. Examples of writings include books, articles, outlines, indices, notes, compilations, and forms. The term "writing" as used in this copyright policy statement does not refer to computer programs as defined above.
- 2.3. **Permissible Consulting or Other Activity:** Those professional off-campus consulting and other personal activities permitted under current Institute policy in force at the time of the activity.
- 2.4. **Shop Right:** A nonexclusive right to copy and use a work (but not to sell or license the work) without payment of royalties to the creator or creators of the work or their assignees or successors in interest.
- 2.5. **Facility or Service Use:** Unpaid use of capital equipment owned by the Institute or the time of others while under the employment of the Institute. Incidental use of the telephone, office space and minor expendable supplies are not included under this definition.
- 2.6. **Net Royalties:** Those royalties in excess of developmental, marketing and defending costs.

3. Institute Obligations to Research Sponsors

- 3.1. The Institute can enter into contracts or other special arrangements with sponsors of research or other third parties which may grant to a third party proprietary or other rights in any copyrightable work created pursuant to the arrangement. All employees, academic and nonacademic, who are employed under such contracts, grants in aid, service agreements, industry agreements or other special arrangement shall make such assignments of rights in copyrightable works as may be necessary in each specific case in order that the Institute may discharge its obligations, express or implied, under such Institute agreements. The Institute shall provide to any employee, upon request, a copy of any provision of any agreement between the Institute and third party which may affect the rights of the employee in copyrightable works created by the employee.

4. Computer Program

- 4.1. Any computer program or documentation for a computer program created by an employee of the Institute, academic or nonacademic, within the scope of the employment of the employee, except for computer programs created in the course of permissible consulting or other activities carried out without the paid use of any computer equipment, computer service, or other facility or service of the Institute, shall be deemed a "work made for hire" by the employee for the Institute, and all rights of ownership and authorship in such a program shall belong to the Institute, subject to the obligations of the Institute research sponsors or other third parties, as provided in Section 3 above and subject to any special arrangements made between the Institute and the employee.
- 4.2. Any computer program or documentation for a computer program created by an employee of the Institute, academic or nonacademic, using any computer equipment, computer service, or other facility or service of the Institute shall belong to the Institute, subject to the obligations of the Institute to research sponsors or other third parties as provided in Section 3 above and subject to any special arrangements made between the Institute and its employee, even if the creation of the computer program was not within the scope of the employment of the employee.
- 4.3. Any computer program or documentation for a computer program created by a student of the Institute, graduate or undergraduate, using any computer equipment, computer services or other facility or service of the Institute shall belong to the Institute, subject to the obligations of the Institute to research sponsors or other third parties as provided in Section 3 above and subject to any special arrangements made between the Institute and the student.

5. Administrative Literature

- 5.1. All rights in any administrative literature or other printed materials for administrative use created by any employee shall belong to the Institute, subject to any special arrangement made between the creator of the administrative literature and the Institute. Examples of such administrative literature include school catalogs, compilations of course offerings, promotional brochures, fundraising literature guide books, employee manuals, student manuals, forms for application for admission or financial aid, registration forms, and forms for application for employment. In the case of a third party who prepares administrative literature on behalf of the Institute pursuant to a contract, the Institute will ordinarily require that the contract specify that the copyright of any material produced under the contract be assigned to the Institute.

6. Audiovisual Recordings of Courses

- 6.1. The Institute shall own the copyright to any audiovisual recording of any course given under the sponsorship of the Institute, whether the course is given on or off the Stevens campus. Examples of audiovisual recordings include audio tape recordings, video tape recordings, videodiscs and motion pictures.

7. **Course Materials**

7.1. The Institute shall hold a shop right, but claims no other rights, in course material prepared by faculty and staff members for use in courses given at the Institute, subject to the provisions of Section 3 through 6 above. Examples of course materials include lecture notes, course outlines, reading lists, hand-outs, exercises, and examination questions and answers, but not computer programs, which are covered under Section 4.

8. **Scholarly, Educational or Literary Writings**

8.1. The Institute claims no proprietary interest in any scholarly, educational or literary writing created by an employee of the Institute, academic or nonacademic, subject to the provisions of Section 3 through 7 above and subject to any special arrangement between the Institute and the employee who created the writing. Examples of such writings include journal articles, research reports, monographs, textbooks, and novels. In the case of a writings prepared pursuant to a special arrangement between the Institute and an employee, the copyright in the writing will belong to the Institute unless the arrangement expressly provides otherwise.

8.2. The Institute also claims no proprietary interest in computer programs that are illustrative examples in a scholarly, educational, or literary work.

9. **Royalties**

9.1. Net royalties received by the Institute under any copyright for a computer program granted under Section 4 above shall be distributed to the author(s) who have executed the copyright agreement of the present copyright policy as follows:

9.2. For those copyrighted computer programs created under which the individual was paid specifically to create the computer program:

9.2.1. In the case of a computer program for which there is a sole author and the author has executed the agreement of the present Copyright Agreement, the share of the author of the net royalties shall be:

9.2.1.1. One hundred percent (100%) of the first \$25,000 (twenty-five thousand dollars) of the net royalties and

9.2.1.2. Thirty-three percent (33%) of the net royalties in excess of \$25,000 (twenty-five thousand dollars);

9.2.2. In the case of a computer program for which there are two or more co-authors, the share of the net royalties of each individual co-author who has executed the agreement of the present Copyright Policy shall be:

9.2.2.1. One hundred percent (100%) divided by the number of co-authors of the first \$25,000 (twenty-five thousand dollars) of net royalties and

9.2.2.2. Thirty-three percent (33%) divided by the number of co-authors of the net royalties in excess of \$25,000 (twenty-five thousand dollars).

9.3. For those copyrighted computer programs not created under a special agreement, but for which the Institute retains the copyright by virtue of the use of Institute facilities or service pursuant to Section 4.

- 9.3.1. In the case of a computer program for which there is a sole author and the author has executed the agreement of the present Copyright Agreement, the share of the author of the net royalties shall be:
 - 9.3.1.1. One hundred percent (100%) of the first \$25,000 (twenty-five thousand dollars) of net royalties and
 - 9.3.1.2. Sixty-seven percent (67%) of the net royalties in excess of \$25,000 (twenty-five thousand dollars).
- 9.3.2. In the case of a computer program for which there are two or more co-authors, the share of the net royalties of each individual co-author who has executed the agreement of the present Copyright Policy shall be:
 - 9.3.2.1. One hundred percent (100%) divided by the number of co-authors of the first \$25,000 (twenty-five thousand dollars) of the net royalties and
 - 9.3.2.2. Sixty-seven percent (67%) divided by the number of co-authors of the net royalties in excess of \$25,000 (twenty-five thousand dollars).
- 9.4. Royalties or rentals received from the use of an audio-visual recording of a course or lecture given by an instructor of Stevens will be distributed pursuant to a separate agreement made with the instructor.
- 9.5. The Institute may elect to develop copyrightable materials as an investment, with the intention of marketing them for profit. Under such circumstances, these intentions will be clearly expressed to all individuals involved in the development of these materials, and a separate agreement made in writing on the disposition of all royalties.
- 9.6. If the Institute elects not to exercise the copyright of any material covered by Section 4, the Institute shall assign the copyright to the author(s), subject to shop rights retained by the Institute. The Patent Committee shall have the authority to assign the rights to the author(s).
- 9.7. Funds received by the Institute from net royalties from copyrighted works will be expended, first, to pay the expenses of obtaining and defending the copyrights and, second, to sponsor research or educational programs at Stevens.

10. Employee Copyright Agreement

- 10.1. A copyright agreement acknowledging the Institute's rights in copyrightable works set forth in Section 3 through 7 above shall be mandatory for all employees. The copyright agreement shall provide that the employee shall make no consulting or other agreement with a third party which is inconsistent with the copyright agreement with the Institute. A form for the copyright agreement with the Institute is attached to this copyright policy statement as Appendix A.

11. Copyrightable Works Created by Students

- 11.1. Rights in any copyrightable work created by a student enrolled at the Institute belong to the student, with the following three exceptions:
 - 11.1.1. Rights in copyrightable works created by a student while on the payroll of the Institute,
 - 11.1.2. Rights in copyrightable computer programs created by a student using any computer equipment, computer service, or other facility or service of the Institute, and

- 11.1.3. Rights in copyrightable works created by a student in the course of a research project outside of ordinary curricular activities which is carried out under the direction of a faculty or staff member of the institute whether or not it involves the facilities or services of the Institute. All faculty and staff members are encouraged to have all students working under their direction outside ordinary curricular activities on copyrightable materials, whether for pay or not, to sign the limited copyright agreement contained in Appendix B.

12. **Plagiarism and Ethics**

- 12.1. Just as the Institute community expects others to recognize and respect our privacy and copyrights, it is the stated policy of the Institute to respect the privacy and copyrights of others. In this regard, the reproduction of copyrighted material, whether writings, programs or recordings, for the purpose of evading the purchasing of copyrighted materials is strictly forbidden. Likewise, the unauthorized access of computer files of others is also forbidden. All members of the Stevens administration, faculty, staff and students are to ensure that this policy is adhered to.
- 12.2. Among the prohibited practices are:
 - 12.2.1. The unauthorized reproduction of copyrighted programs, whether printed or on magnetic storage media.
 - 12.2.2. The unauthorized utilization of a copyrighted disk to install a program on more than one computer.
 - 12.2.3. The unauthorized transfer of copyrighted material from one computer to another computer, to a disk or to any other magnetic storage media.
 - 12.2.4. The reception and/or use of copyrighted material which has been copied without proper authorization.
 - 12.2.5. The unauthorized access of files in other computers for whatever purpose.
 - 12.2.6. The unauthorized reproduction of copyrighted writings with an office copier, of audio by tapes, or of video by tapes or disks.
- 12.3. The Supreme Court has rules that some copying is "fair use." Some of those which fall into this category are listed below:
 - 12.3.1. The copying of short sections of copyrighted materials for personal use (but not of major sections or the complete works).
 - 12.3.2. The taping off the air of broadcast materials (audio, video) for future personal use (but not for sale or distribution to others).

13. **Responsibility**

The responsibility for registering copyrights, negotiating licenses and distributing royalties rests with the Patent Committee. Each author of copyrightable work for which Stevens is entitled to ownership of the copyright pursuant to the present copyright policy shall mark the work: "Copyright © The Stevens Institute of Technology, [year of publication], all rights reserved." Anyone creating materials in which Stevens may have an interest under this policy must present three copies of these materials to the Patent Committee upon completion.