

**NUMBER:** 1425  
**TITLE:** Copyright Ownership and Royalty Rights for Technology-Based Education  
**APPROVED:** June 15, 2000

## **I. Copyright**

Technology Based Materials (TBM) are instructional materials that require the creation of copyright-protected work in a medium provided by the University. The copyright of all TBM shall vest in the University. TBM include all instructional materials produced and stored or reproduced in any form including, in any form of computer storage or in digital format, such as on CD-ROM, digital video disc, and server hard drives for access on computer workstations and through the Internet. Accordingly, all TBM will be marked with a “© Old Dominion University” indicator in a manner appropriate to the medium. For materials recorded on fixed media, such as videotapes or CD-ROMs, Academic Technology Services (ATS) will place a warning at the beginning of each recording or affixed as a label on the medium that Old Dominion University owns the copyright and that it is against federal copyright laws to duplicate the recording.

## **II. Intellectual Property**

### **A. Duplication of TBM for Student Use**

1. At each site at which a telecourse is offered, a copy will be made and retained for a period of one year. These copies are intended for use at the site to allow students to review a missed class, to make up an incomplete for the course or to study for comprehensive exams. Copies provided to faculty members may not be reproduced or used for personal financial gain.
2. At those locations where facilities and staffing permit, duplicates of the copy may be made for students to check out for use at home but only with the permission of the course’s instructor. Students will be required to return the copy within a reasonable period, normally not more than one week. At the beginning of each term, in order to facilitate such duplicate copies being made in a timely manner in response to student demand, ATS will obtain each instructor’s written permission to do so or denial thereof.

### **B. Sale of Courses and Royalties**

1. After consultation with the faculty member and college dean, the University may sell courses in a variety of media, such as videotape CD-ROM.
2. ATS will consult with the faculty member and college dean to sell a selected course prior to the start of class.

3. ATS will be responsible for producing the copies in appropriate format as well as for any special editing required and packaging for shipment.
4. The faculty member will be afforded the opportunity to review segments of the course prior to its sale and for the duration of the licensing period, usually up to five years. The faculty member may request editing or re-recording from ATS.
5. Net revenues received from the sale of courses (e.g., royalty payments to the University) will be distributed equally among the college, faculty member and ATS, 33⅓% to each.
6. ATS may also market and sell noncredit programs for which it holds licensing and distribution agreements. Royalties for the use of those of such a program will be paid to individuals, both internal and external to the University, according to the licensing and distribution agreement executed for the specific purpose.

### **III. Licensing Agreements and Releases**

- A. Whenever the University produces a video program, those who appear in the program (i.e., the talent) may be required to sign a release permitting the recording and use of an “image of their person and sound of their voice.” ATS will be responsible for obtaining signed releases during the production of technology-based programs.
- B. ATS is responsible for obtaining all releases for intellectual property used in the production of technology based programs and executing licensing agreements with those holding the copyrights for such intellectual property. The faculty shall not incorporate copyrighted materials in TBM without the permission of ATS.
- C. Students are informed by notices in scheduling books that by enrolling in a video-based course, they waive their rights to any intellectual property.
- D. ATS will be responsible for developing and executing license agreements for programs produced by the University. At a minimum, each agreement will include stipulations that:
  1. the licensee will not duplicate the recording, unless expressly provided in the license;
  2. the license is provided for a specified period of time, usually one year;
  3. the licensee will not retransmit the program, unless expressly provided in the license; and
  4. the licensee will not edit or resell the program.

#### **IV. Digital Instructional Materials**

- A. Courses produced by faculty in digital format will not be used by the University without consultation with the faculty member.
- B. Instructional materials (e.g., instructional modules) produced by faculty can be archived and cataloged by the Perry Library for use as teaching tools by other ODU faculty with appropriate credit and acknowledgment to the developing faculty member.
- C. The University, after consultation with the faculty member and college dean, may seek to market the produced materials to outside agencies.
- D. Prior to re-use, the faculty member will be afforded the opportunity to review instructional materials yearly. The faculty member may request editing or re-recording from ATS.

#### **V. Approval of Faculty Member or College Dean**

Whenever this policy refers to consultation, consultation means that the agreement of the faculty member will be sought on the use of TBM. In the event the faculty member does not agree to such use, the matter will be submitted to the Provost for final determination.