

COLLEGE OF THE SISKIYOU

Procedure Manual

Title: **Securing of Copyright**

Adoption Date: **October 7, 2008**

Revision Date: **October 9, 2012; May 9, 2017**

Responsible Area: **Superintendent/President**

Responsible Office: **President's Office**

Policy Reference: **Board Policy 3710; Education Code Sections 72207 and 81459;
17 United States Code 201**

The President or his designee, through legal counsel, shall initiate the process for securing copyright for any materials the District is entitled to ownership and for which the District wishes to obtain copyright protection to safeguard its rights of using, selling, giving or exchanging and licensing of those materials. Through legal counsel, the Superintendent/President shall initiate action to protect the District's copyrights against infringement.

Siskiyou Joint Community College District abides by all relevant sections of the California Education code and United States copyright law. This procedure establishes guidelines for acceptable use of copyrighted materials by employees and students. It also outlines ownership determination of intellectual property created by College employees and describes the intent to protect College intellectual property from copyright infringement.

Principles

- I. An intellectual environment that encourages creation, innovation, and collaboration is in the best interest of the College, its employees, and students.
- II. The College needs to balance the interests of the individual creators of intellectual property with the educational objectives of the College.
- III. The College District has a responsibility to protect the rights of its intellectual property from unauthorized use.
- IV. Individual circumstances and the uniqueness of each situation may require a variety of approaches to intellectual property questions.

Elements

- I. Employees and students of Siskiyou Joint College District may not duplicate or distribute copyrighted property using District technology or equipment without written permission from the copyright owner, except as allowed under the principles of "fair use."

- II. Works in the public domain are generally excepted from copyright provisions. Generally speaking, exceptions of copyrighted intellectual property include works of the federal and state governments unless they are commissioned works unrelated to the official duties of the governments. In addition, works published more than seventy-five years ago, which are not subsequently updated, are not protected by the Copyright Act. Furthermore, facts and ideas are not copyrightable (but the manner in which the author expresses a fact or idea is copyrighted).
- III. Employees who willfully violate the copyright law do so at their own risk and if legal action is commenced by the holder of the copyright, the employee will not be defended or indemnified by the College. In addition, the employee will be required to remunerate the District in the event of a loss resulting from litigation. Willful infringement of copyrights will result in disciplinary action.
- IV. In the absence of a specific contract or agreement, intellectual property created for the purpose of teaching courses within the employee's contracted teaching area(s) belongs to the employee and will be used for such purposes without additional compensation to the employee by the College.
- V. Intellectual property created by a College employee within the confines of his/her contract with the District, and making use of "extraordinary resources" of the District (i.e. beyond the use of office space, routine computer resources, library resources, etc. that are provided to all employees), is considered District property unless relinquished by a prior written agreement. Materials created specifically to conduct the support services of the District (internal documents, web pages, etc.) are considered to be property of the District.
- VI. If there is a reasonable determination that a particular work created by a College employee may be sold or traded commercially, the College and the employee may draw up a contract specifying the terms of ownership of the work.
- VII. If the receipt of grant funds restricts or specifies ownership of employee-created work, the College will abide by the requirements of the grant agreement.
- VIII. If the College and employee wish for any other reason to change or share ownership of a work, they may jointly draw up a contract specifying terms of this ownership.
- IX. The College will ensure the protection of copyrighted materials owned solely or partially by the District.