

Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 3
General Institution

AP 3710 SECURING OF COPYRIGHT

References:

Education Code Sections 72207 and 81459;
17 United States Code 201

The Chancellor shall be responsible for securing the copyright for any materials the District is entitled to ownership of, and for which the District wishes to obtain copyright protection of. The Chancellor shall safeguard the District's rights of using, selling, giving or exchanging and licensing of such copyrighted materials. The Chancellor shall investigate claims of copyright infringement, and shall initiate action to protect the District's copyrights against infringement.

The District abides by all relevant sections of the 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 employees and describes the intent to protect the District's intellectual property from copyright infringement.

Principles

- I. An intellectual environment that encourages creation, innovation, and collaboration is in the best interest of the District, its employees, and students.
- II. The District needs to balance the interests of the individual creators of intellectual property with the educational objectives of the District.
- III. The 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

V. Employees and students of the District may not duplicate or distribute copyright-protected property using District technology or equipment without written permission from the copyright owner, except as allowed under the principles of "fair use". Materials describing "fair use" are posted on the District Risk Services website for reference.

VI. Works in the public domain are excepted from the restrictions set forth in United States Copyright Act. Generally speaking, copyright protection also is not available for: (a) any work of the United States Government (but the United States Government is not precluded from receiving and holding copyrights transferred to it by assignment, bequest, or otherwise); (b) works first published prior to 1923; (c) works not fixed in a tangible form of expression; (d) ideas, facts and recipes (however, the manner in which an author expresses these in a tangible form *is* entitled to copyright protection); and (e) certain permitted uses, including those that qualify as non-infringing "fair use" under 17 U.S.C. § 107. 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 District. In addition, the employee may be required to remunerate the District in the event of a loss resulting from litigation. Willful infringement of copyrights may result in disciplinary action.

VII. Subject to the provisions of Article VI, Intellectual Property Rights of the Collective Bargaining Agreement between the District and CCA and provisions of Article XXIII Property Rights of the Collective Bargaining Agreement between the District and CFE, in the absence of a specific contract or agreement, intellectual property created for the purpose of teaching courses within the employee's teaching area(s) belongs to the employee and will be used for such purposes without additional compensation to the employee by the District.

VIII. Subject to the provisions of Article VI, Intellectual Property Rights of the Collective Bargaining Agreement between the District and CCA and provisions of Article XXIII Property Rights of the Collective Bargaining Agreement between the District and CFE, intellectual property created by an employee within the confines of his/her employment 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.

IX. Subject to the provisions of Article VI, Intellectual Property Rights of the Collective Bargaining Agreement between the District and CCA and provisions of Article XXIII Property Rights of the Collective Bargaining Agreement between the District and CFE, if there is a reasonable determination that a particular work created by an employee may be sold or traded commercially, the District and the employee may elect to draft and execute a contract specifying the terms of ownership of the work.

X. Subject to the provisions of Article VI, Intellectual Property Rights of the Collective Bargaining Agreement between the District and CCA and provisions of Article XXIII Property Rights of the Collective Bargaining Agreement between the District and CFE, if the receipt of grant funds restricts or specifies ownership of employee-created work, the District will abide by the requirements of the grant agreement. Subject to the provisions of Article VI, Intellectual Property Rights of the Collective Bargaining Agreement between the District and CCA and provisions of Article XXIII Property Rights of the Collective Bargaining Agreement between the District and CFE, if the District and employee wish for any other reason to change or share ownership of a work, they may jointly draft and execute a contract specifying terms of ownership pursuant to 17 U.S.C. § 201(d).

XI. The District will strive to actively protect all copyrighted materials owned solely or jointly by the District.

Ratified December 2, 2013

Ratified April 6, 2016