The following policy is intended to foster the traditional mission of a University to encourage the creation, preservation, and dissemination of knowledge. This policy is intended to clarify and protect the respective rights of the University, its faculty, staff, and other employees, by establishing policies governing the ownership, use, and rights to income of copyrightable materials.

A. COVERAGE OF POLICY

(1) In conjunction with the University Conflict of Interest Regulations 330.015 and the University Patent Regulations 100.020 as they may be amended from time to time, this policy governs the rights and responsibilities of University employees and of any other persons using University facilities or resources in the creation of original works of authorship subject to protection by copyright law. The faculty will continue to hold copyright for traditionally accepted intellectual property that is developed in their roles as teachers and scholars subject to the provisions of subparagraph (2) herein. These include, but are not limited to such materials as books, workbooks, study guides, monographs, articles, and other works including music and performances, whether embodied in print, electronic format, or in other media.

(2) The University will own the copyright in materials that are:

(a) commissioned for its use by the University; or

(b) created by employees if the production of the materials is a specific responsibility of the position for which the employee is hired; or

(c) sponsored works, which are works resulting from internal grants (work created as a result of an agreement between the University and the creator(s) of the work) and external grants (work created as a result of an agreement between an external sponsor and the University). This
provision does not apply to grants to perform research where the production of copyrightable materials is ancillary to the purpose of the grant. Employees continue to own the copyright to scholarly and other publications that present the findings of research, subject to the provisions of subsection (2) herein; or

(d) created with the use of substantial University resources which are specifically provided to support the production of copyrightable materials.

1. If substantial University resources will be used in the development of educational materials, a written agreement between the author and University setting forth the terms of
   a. copyright ownership and
   b. division of net income from external sale, and
   c. use, revision and maintenance

shall precede the use of said resources. Limited secretarial support, uses of the library for which special charges are not normally made, and the staff member’s own time except as covered by subsection (2) herein shall not be considered substantial University resources.

2. In the unusual circumstance in which the said materials were developed with substantial university resources without an agreement the University may, in its discretion, claim copyright ownership and/or a share of royalties; or

(e) institutional courses which include courseware (tools and technologies used to present course content) and/or course content that is created collectively under the jurisdiction of a unit of the University under specific contracts with employees or others.

(3) Faculty, staff, and other employees must notify the University prior to entering into a contractual agreement in which royalties or other forms of remuneration are involved related to materials as defined in section A.2. The Chancellor on each campus shall designate an individual or unit who is responsible for receipt of said notifications.

(4) Copyrightable software, except software included in mediated courseware, owned by the University pursuant to section A.(2). herein, shall be submitted to the Office of Technology and Special Projects
(OTSP) for review and evaluation. The OTSP shall have the sole discretion to decide whether to proceed with the copyright registration and/or the commercialization of the work or to return the work to the department and author(s) and allow them to proceed on their own pursuant to Sections B.(2) and C.(1). herein. Should the department subsequently require the assistance of OTSP, the parties shall negotiate an agreement as provided in section E.(4).(b).

B. INTERPRETATION AND ADMINISTRATION OF POLICY

(1) The Patent and Copyright committee as described in section 100.020 E. will be advisory in interpretation and future revisions of this policy.

(2) The responsibility for initial interpretation and decision on the application of this policy is vested in the appropriate dean or immediate administrative supervisor, either on their own recognition that work is planned in which the University should assert its copyright, or upon request of the author, or developer, or their personal representatives. If agreement is not reached, then the issue is to be forwarded to the next appropriate administrator. If an agreement is not reached between the author, developer and her/his personal representative and any of the appropriate campus administrators, then the issue shall be referred to the Patent and Copyright Committee. After consideration of the issue, this committee shall make a recommendation concerning its resolution to the Vice President for Academic Affairs. The Vice President then shall make a recommendation to the President, who will make a final decision in regard to the issue. No interpretation or application of this policy shall serve as a precedent in later cases, unless it has been approved by the President.

(3) The Chancellor on each campus shall designate an individual or unit who will be responsible for developing an agreement for circumstances described in section A.(2).

C. OWNERSHIP AND USE OF UNIVERSITY NAME:

(1) This policy should strengthen and protect the reputation and academic standing of the University and its faculty, staff, and students. Unless otherwise agreed pursuant to Section A, when the name of the
University is associated with any intellectual property, other than the identification of the creator as a faculty, staff, or student of the University, the ownership shall be vested in The Curators of the University of Missouri, a public corporation, and shall display the following symbol and notice:

© Copyright (year) by The Curators of the University of Missouri, a public corporation.

If the registration of the copyright is deemed appropriate by the author(s) and department/area(s), the application for registration with the United States Copyright Office shall be processed through the Office of the Vice President for Academic Affairs.

(2) Faculty, staff, other employees, department/areas, and schools of the University may not use the name of the University to imply University sponsorship of creative materials when there is no University sponsorship or approval and may not license or otherwise commercially exploit a course, course content or courseware whose copyright is held by the University without the approval of the appropriate dean and chief academic officer as well as other signatories as indicated by the Board of Curators.

D. POLICY ON USE OF MATERIALS

(1) If any of the conditions described in section A.(2). are applicable and conditions of A.(4). are not applicable then subject to the following exceptions delineated in subsections D.(2). – D.(4)., the use of materials by any unit of the University of Missouri requires approval only of the unit primarily responsible for the said materials.

(2) As long as the author or producer of copyright materials remains a member of the staff of the University:

(a) The author's approval shall be required for each instance of use of the materials internal to the University other than the uses for which the materials were developed, except as allowed in the agreement between the author and the University reached pursuant to Section A.
(b) The author may require revision of the materials prior to any instance of internal University use other than the use for which the materials were developed. If the University does not accept the required revision, the author may ask that the materials be withdrawn from use. The University may assign its respective rights in such copyright to the author, subject to a written agreement between the University and the author relating to further internal or external use of materials and division of income from any subsequent use of the materials.

(c) If the material requires continuous maintenance and updating, the author’s obligation to do such maintenance must be specified in the original agreement leading to the production of the work. If the tasks involved in this maintenance lead to conflict, the outlined procedure in Section B will become applicable.

(3) In the event that the author should cease employment with the University, the University shall retain the right to make internal use of the copyrighted materials without the author or producer's consent. In such event, the author shall retain a non-exclusive license to use the work for her/his own non-commercial, educational purposes only, but shall not have the right to distribute, sell, or sub-license the work to a third party.

(4) Licensing or sale of copyrighted materials for external use shall be preceded by a written agreement between the University and author or producer specifying the conditions of use, and including provisions protecting the right of the author or producer to revise the materials periodically, or to withdraw them from use in the event revision is not made.

E. PAYMENTS TO THE AUTHOR OR PRODUCER FOR PRODUCTION AND USE

(1) The University acknowledges that the ownership of intellectual property and the sharing of economic returns on such property are related. Therefore, when the University solely holds the intellectual property rights, the revenues will be shared among the creators and used for the common good to support the mission of the University.
(2) Payment by the University to the author or producer of intellectual property for its production normally will take place through the reduction of the author's or producer's normal work load. However, staff members on nine-month academic appointments may receive summer grants and salaries for the production.

(3) Payment by the University to the author or producer of intellectual property for its internal use and revision:

(a) The author or producer of University-sponsored intellectual property materials shall not receive compensation, other than regular compensation from the University, for the normal internal use of these materials, except when such compensation is negotiated at the time of initial commission.

(b) If the use of materials by units of the University other than the unit to which the author or producer belongs involves an extension of the normal duties of the author or producer in supervising use or managing revisions, and if appropriate release time cannot be budgeted as part of the regular assigned instructional duties of the author or producer, the appropriate instruction unit of the University may recommend payment to the author or producer for revisions according to University policy on extra compensation.

(4) The University with the assistance of those designated by the Chancellor in sections A.(3). and B.(3). will provide appropriate services to license works covered by this policy. The University and the author will develop a written agreement, which will be approved by the President (or her/his designee), specifying the division of net income (net after sales and distribution costs) between the author or producer and the University. The following general principles shall be reflected in the agreement:

(a) Fifty (50) percent of the net income derived from the external use of University-owned educational materials shall go to the departments, areas, or units responsible for their production, and fifty (50) percent to the authors or producers
(b) The University may enter into agreements for dividing the net income on some other basis, if special circumstances attend the production, use, or licensing of these materials.

(5) The University may administer funds provided by non-University agencies (such as the Federal Government) under contract or grant to pay for staff time, services, or materials intended to produce copyrightable intellectual property. In such cases, the University may enter into agreements with such agencies recognizing their rights, in whole or in part, to the ownership of the materials produced and to the net income from their use. In negotiating agreements with non-University agencies for the production, it shall be the policy of the University that the author or producer of the materials is entitled to a reasonable share of the income from use, if any, and to reasonable participation in determining the conditions of use. The University shall inform staff members applying for support from non-University agencies for the production of intellectual property materials as to the rights reserved to such agencies under the agreements required between these agencies and the University.

F. PROTECTION AND LIABILITY

(1) Protection – In the event of unauthorized use of copyrighted materials, if the University decides not to act, the author or producer may initiate action and the University shall assign to her/him such rights as are necessary for her/him to pursue redress. If such action is started by the University, acting alone or in concert with the author or producer, all costs of such action (including attorney's fees) shall be borne by the University. All proceeds in excess of such costs shall be shared equally by the University and the author or producer, or if there is an agreement as provided in accordance with that agreement.

(2) Liability -- Before any use is made of University-owned educational materials, all authors, producers, and contributors shall warrant that they are the sole owners of their respective contributions and that the work does not infringe any copyright, violate any property rights, or contain any libelous unlawful material.