

# Administration of UCSC Copyright Policy

(Procedure 00-00-000)

## I. Overview/Procedure Description

This procedure provides guidelines for administration of the UCSC copyright policy, including disclosure of copyrightable works, determination of copyright ownership, disposition of University-owned copyrightable works, and allocation of any income derived from distribution of such works.

## II. Procedure Details

### A. Areas of Responsibility

#### 1. Chancellor and (EVC, AVR?, other?)

The Chancellor and his/her designees are authorized to enter into agreements with respect to ownership and other rights related to copyrightable material, to register copyrights, and to grant licenses in the name of The Regents for all copyrightable material under the Chancellor's jurisdiction. The Chancellor has delegated responsibility for management of campus copyright matters to the (EVC? AVR?), who has transferred portions of this responsibility to the campus Business Contracts Office. The (EVC, AVR?) retains responsibility for approving the proposed disposition of University-owned copyrightable works and the allocation of any royalty or licensing income, as well as for signing copyright ownership agreements and license agreements for the University.

#### 2. Business Contracts Office

The Business Contracts Office is responsible for reviewing completed copyright disclosure forms and determining copyright ownership of the disclosed works in accordance with University and campus policy. In consultation with the originator(s) of the works, the Business Contracts Office is responsible for recommending the disposition of copyrightable works owned by the University, including possible licensing arrangements, to the (EVC or AVR?). The Business Contracts Office is responsible for registering copyrights to University-owned works, when such registration is considered to be desirable, and for negotiating, drafting and finalizing license agreements for University-owned works being

licensed to others. The Business Contracts Office is also responsible for recommending allocation of royalty income for University-owned works (other than sponsored works where the sponsor determines disposition of such income), in accordance with the procedures outlined below.

### *3. Sponsored Projects Office*

The Office of Sponsored Projects is responsible for maintaining current information on the requirements of the various sponsoring agencies with respect to ownership of copyrightable works created under a sponsored award, as well as the disposition of income resulting from distribution of such works. Where it appears probable that copyrightable works may result from sponsored research, the Sponsored Projects Office is responsible for alerting the principal investigator to the requirements of the sponsoring agency in general, as well as any requirements specific to the individual award. The Sponsored Projects Office is also responsible for providing this information to Business Contracts upon request.

### *4. Originator of Copyrightable Work*

The originator of a copyrightable work to which copyright may vest in the University (See Section A of policy for details) is responsible for completing a Copyright Disclosure Form (web address) and submitting it to Business Contracts in a timely manner. In particular, computer software, multimedia works and works involving multiple authors must be disclosed.

## *2. Department/Administrative Unit Heads*

Each department/ administrative unit head is responsible for ensuring compliance with University and campus copyright policy and procedures by all employees of the department or unit. When an individual or company outside the University is contracted to perform work for the University on a project that may result in a copyrightable work, the head of the department or unit initiating the contract is responsible for ensuring that the contract includes an agreement assigning all rights to such copyrightable works to the University.

## **B. Procedure Steps/Checklist**

### *1. Prior Agreement*

Prior to any use of a Designated University Facility ( See References Section of Copyright Policy) by non-University personnel or by University personnel outside University employment, a signed agreement is required that specifies the disposition of copyrightable works. Non-University personnel and University employees using University facilities for work outside University employment are responsible for bringing this to the attention of the facility manager, who should contact the Business Contracts Office for assistance in negotiating and preparing an appropriate agreement. Such agreements may specify that copyright will belong to the University or may provide for reimbursement of University costs involved in the facility use.

Any designated academic appointee, other employee, or student wishing to participate in a special University project that includes copyright ownership requirements other than those provided in Section IIA. of the campus copyright

policy must sign an agreement indicating his or her concurrence with that project's special conditions. The Chancellor or his/her designee will designate special projects requiring such special copyright agreements. The project director should contact the Business Contracts Office for assistance in preparing an appropriate agreement.

When the University commissions a non-employee or an employee acting outside the scope of normal employment to produce a work, title normally shall reside with the University. In all cases, copyright ownership shall be specified in a written agreement. Any such agreement which provides for ownership by other than the University, generally shall also provide the University with a free-of-cost, nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes. Any department or unit head wishing to commission a copyrightable work should contact the Business Contracts Office for assistance in negotiating and preparing the appropriate agreement.

## *2. Disclosure of Copyrightable Work*

Copyrightable works of potential commercial value which may belong to the University shall be promptly disclosed to the University by means of a Copyright Disclosure Form (web address). Employee-authors and responsible department/unit heads should refer to Section II.A. of the campus copyright policy for categories of works which generally belong to the University. In particular, most computer software, CD-ROMs, multimedia works and works involving multiple authors must be disclosed. Other types of works, as well as works produced by staff employees as "works for hire," need not be disclosed unless it is anticipated that the works will be distributed outside the University of California.

The Copyright Disclosure Form requires information on all persons involved in the creation of the copyrightable work, the capacity in which they were involved, and the source of all funds and facilities used to create the work. It also provides space for any recommendations as to the disposition of the work, (i.e., how the work should be used, whether it should be distributed outside the University and, if so, by whom). If a non-University entity has expressed interest in licensing the work, this should also be disclosed, as should any relationship between the originator(s) of the work and the proposed licensee. (If, for example, the originator is an owner or employee of the proposed licensee entity, this must be disclosed and reviewed for possible conflict of interest issues.)

In general, the originator of the work completes and signs the Copyright Disclosure Form, obtains the signature of his/her department or unit head, and forwards the completed form to Business Contracts for review.

## *3. Copyright Ownership and Disposition Agreement*

After reviewing the Copyright Disclosure Form and discussing the contents with the originator and his/her department or unit, Business Contracts prepares the Copyright Ownership and Disposition Agreement (web address). This agreement specifies who will hold the copyright to the disclosed work (University, originator, sponsoring agency, etc.), any rights reserved by or granted to parties not holding copyright, the recommended disposition of the work, including any proposed licensing arrangements, and the recommended allocation of any licensing or royalty income.

The agreement is signed by the originator and his/her department or unit head and, where applicable, by the Dean of his/her division. If the copyrightable work was produced using sponsored research funds, the Director of Sponsored Projects also signs, indicating that the proposed terms are compatible with sponsoring agency requirements. Business Contracts then forwards the agreement to the (EVC, AVR?) for final review and approval. If that official approves the terms of the agreement, he/she signs the agreement and returns it to Business Contracts for recording and distribution of copies.

#### *4. Copyright Notice and Registration*

All University-owned copyrighted works must include a copyright notice in a conspicuous place, such as the title page of a book, the first screen of a software program, the first frame of a videotape, or the label of a sound recording. The copyright notice shall be in the following form: "Copyright (year of origination) The Regents of the University of California. All rights reserved."

When copyright ownership does not vest in the University, the name of the University may not be used in connection with publication or distribution of the work, except in such form as approved by the Chancellor or his/her designee.

When it is desirable to register the copyright to a University-owned work, the Business Contracts Office completes the copyright registration form, which is signed by the Contracts Manager and sent to the U.S. Copyright Office in Washington, D.C., together with copies of the work and the required fee. The originator or his/her department is responsible for providing the necessary copies of the work and a University check for the registration fee.

#### *5. License Agreement*

When the campus wishes to license a University-owned copyrighted work to an outside individual or organization, whether an end-user of the work or a commercial distributor which will sublicense the work to others, Business Contracts negotiates the terms of the license, in consultation with the originator of the work and his/her department (Where there exists a relationship between the originator of the work and the proposed licensee, Business Contracts will refer the case to the campus Conflict of Interest Committee, which will determine appropriate measures to avoid or manage any conflict of interest.) Business Contracts then drafts a suitable license agreement and presents it for review by the originator, the department, the proposed licensee and, where applicable, the Conflict of Interest Committee. Once approved by these parties, the agreement is signed by the authorized representative of the licensee and forwarded to the (EVC, AVCR?) for final review, approval and signature.

#### *6. Royalty Sharing*

The University may elect to share net royalty income from University-owned copyrighted works with the originator(s), except in the case of sponsored works where the sponsor determines disposition of such income. "Net royalty income" is defined as total royalty income less any associated costs. The normal guidelines for allocating such income are: one third to the originator (or originators), one sixth to the sponsoring department, one sixth to the division, and one third to the Chancellor's discretionary fund. When the originator has already been explicitly compensated for his/her efforts in creating the work, the University reserves the right to recover its out-of-pocket production costs before any income is allocated to the originator. Furthermore, royalty allocations will normally not be made to

employees hired to produce copyrightable works for the University or whose job duties specifically include preparation of such works.

These guidelines may be rescinded or amended at any time by the University, and they are not intended to and do not create any legally enforceable rights whatsoever in any University personnel with respect to any present or future copyrightable work. The rights of University personnel with respect to any copyrightable work belonging to the University will be created and exist only by virtue of written agreements between the University and the individual or individuals concerned.

If the originator and/or the department believes that a different royalty allocation formula is more appropriate for a given work, an explanation and justification must be provided in the Copyright Disclosure Form. If the Business Contracts Office supports the alternate allocation formula, this formula will be included in the Copyright Ownership and Disposition Agreement to be drafted by Business Contracts.

### C. Definitions

See Section III of UCSC policy on Ownership and Disposition of Copyrightable Material

## III. Getting Help

The campus Business Contracts Office provides training and assistance to campus units (including help with completing forms, carrying out procedures, or interpreting policy).

If you need help with ...	Contact ...
interpreting policy	Business Contracts, x 94533 or x94747
completing forms	Business Contracts, x 94533 or x94747
determining requirements of sponsoring agencies	Sponsored Projects, x95278
possible conflicts of interest	Campus Conflict of Interest Coordinator, x 92241

## IV. Applicability and Authority

This procedure for Administration of Campus Copyright Policy applies to all campus departments and campus employees, students, and other persons using University facilities or acting under contract with the University.

It is a new procedure and thus supersedes any campus practices in existence prior to its effective date.

The campus Business Contracts Office is the campus authority for the procedure. This procedure was reviewed and approved by the Executive Vice Chancellor \_\_\_\_ on x/x/96. Next review date is x/x/9.

## V. References

### *Related Forms*

Copyright Disclosure Form  
Copyright Ownership and Disposition Agreement

### *Related Policies*

UCSC Policy (xxxx) Ownership and Disposition of Copyrightable Material  
UCSC Policy (XXX) Administration of Business Contracts

### *References*

University of California Policy on Copyright Ownership  
University of California Patent Policy  
United States Copyright Law  
Regents' Standing Order 100.4(gg)

