

CSI Copyright and Intellectual Property  
Policy and Procedures

*Adopted 12/13/2004*

*Revised 11/16/2009*

*Revised 11/20/2015*

*Revised 2/24/2016*

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## Statement of Principles and Objectives

The following statements and procedures represent a sincere effort by the College to adhere to the provisions of copyright and intellectual property laws and regulations:

1. The College strictly prohibits the illegal use, reproduction, distribution, public display, or performance of copyrighted materials in any form.
2. Only legal copies of copyrighted materials may be made or used on College equipment.
3. College employees shall place appropriate copyright notices on or near all equipment capable of duplicating copyrighted materials.
4. CSI employees who create new works of intellectual property shall be responsible for making sure that any work produced with College resources is in compliance with all applicable copyright and intellectual property laws and regulations.
5. The College shall make this Policy widely accessible and shall provide to faculty, staff, and students access to current and reliable information on copyright and intellectual property laws and regulations, and specific compliance strategies through its copyright website. (<http://copyright.csi.edu>)
6. The College shall offer training opportunities in copyright and intellectual property.
7. The Library shall make support materials available at <http://libguides.csi.edu/copyright>.
8. College personnel shall be responsible to learn about copyright laws and regulations, statutory exemptions (such as the Fair Use Doctrine), and about when and how to request necessary clearances and written permissions.
9. Each member of the College community must take individual responsibility for copyright compliance.
10. Members of the College community who willfully disregard this Policy and/or copyright and intellectual property laws and regulations, do so at their own risk and assume all liability for their actions.

## Section 1 Applicability

a)



Any question of interpretation or claim arising out of or relating to this Policy or dispute as to ownership rights of intellectual property under this Policy will be settled by the following procedures:

1. Any copyright and intellectual property dispute involving the creator(s), a department, or



(1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or

(2) statutory damages, as provided by subsection (c).

(b) Actual Damages and Profits. The copyright owner is entitled to recover the actual damages suffered by him or her as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work.

(c) Statutory Damages.

(1) Except as provided by clause (2) of this subsection, the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than \$750 or more than \$30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.

(2) In a case where the copyright owner sustains the burden of proving, and the court finds, that infringement was committed willfully, the court in its discretion may increase the award of statutory damages to a sum of not more than \$150,000. In a case where the infringer sustains the burden of proving, and the court finds, that such infringer was not aware and had no reason to believe that his or her acts constituted an infringement of copyright, the court in its discretion may reduce the award of statutory damages to a sum of not less than \$200. The court shall remit statutory damages in any case where an infringer believed and had reasonable grounds for believing that his or her use of the copyrighted work was a fair use under section 107, if the infringer was: (i) an employee or agent of a nonprofit educational institution, library, or archives acting within the scope of his or her employment who, or such institution, library, or archives itself, which infringed by reproducing the work in copies or phonorecords; or (ii) a public broadcasting entity which or a person who, as a regular part of the nonprofit activities of a public broadcasting entity (as defined in section 118(f)) infringed by performing a published nondramatic literary work or by reproducing a transmission program embodying a performance of such a work.

(3)(A) In a case of infringement, it shall be a rebuttable presumption that the infringement was committed willfully for purposes of determining relief if the violator, or a person acting in concert with the violator, knowingly provided or knowingly caused to be provided materially false contact information to a domain name registrar, domain name registry, or other domain name registration authority in registering, maintaining, or renewing a domain name used in connection with the infringement.

(B) Nothing in this paragraph limits what may be considered willful infringement under this subsection.

(C) For purposes of this paragraph, the term "domain name" has the meaning given that term in section 45 of the Act entitled "An Act to provide for the registration and protection of trademarks used in commerce, to carry out the provisions of certain international conventions, and for other purposes" approved July 5, 1946 (commonly referred to as the "Trademark Act of 1946"; 15 U.S.C. 1127).

(d) Additional Damages in Certain Cases. In any case in which the court finds that a defendant proprietor of an establishment who claims as a defense that its activities were exempt under section 110(5) did not have reasonable grounds to believe that its use of a copyrighted work was exempt under such section, the plaintiff shall be entitled to, in addition to any award of damages under this section, an additional award of two times the amount of the license fee that the proprietor of the establishment concerned should have paid the plaintiff for such use during the preceding period of up to 3 years.

#### **§505. Remedies for infringement: Costs and attorney's fees**

In any civil action under this title, the court in its discretion may allow the recovery of full costs by or against any party other than the United States or an officer thereof. Except as otherwise provided by this title, the court may also award a reasonable attorney's fee to the prevailing party as part of the costs.

### **Section 5 Allegations of Infringement**

Registered Copyright Agent will investigate allegations of College owned

The copyright agent will also support investigations by the College of alleged illegal use of College owned intellectual property. If such action is started by the College or by the College in concert with the creator(s), all costs of such action will be borne by the College. If the College decides not to act on an alleged unauthorized use of the property, the creator(s) may initiate action to pursue redress. Costs of such action will be borne by the creator(s), who shall have the rights to all recoveries resulting directly from the action.

If CSI faculty, staff or students discover that a copyright is being infringed or other  
inte  
Registered Copyright Agent.

For detailed procedures of handling claims of copyright infringement, see Report a Claim of Infringement (<http://copyright.csi.edu/report.html>).

## Section 6: Ownership of Intellectual Property

### **Individually Supported Works**

initiative, on his or her own personal time, prepared outside the course and scope of College employment without any direct support from or through CSI and without the use of any College resources.

The College shall have no claim or rights to individually supported works of CSI faculty, staff, and students.

### **Scholarly, Educational, Artistic, Musical or Literary Works**

This category includes scholarly, educational, artistic, musical, or literary works created by CSI faculty, staff or students, primarily for the purposes of teaching, scholarship, and professional development, in their field of expertise, regardless of the form of expression or mode of transmission (fr

Faculty are responsible for obtaining all permissions necessary to avoid copyright infringement or invasion of privacy.

### **Works Created with “Nominal Use” of College Resources**

ns the incidental use of College facilities, personnel, equipment, hardware, software, materials, supplies, ator 10faP-eh 2

and assign title to the College. Disclosure must be made prior to the start of the project and must be submitted in writing to the supervisor and the Registered Copyright Agent.

College will be responsible for all expenses related to protection, administration and commercialization of intellectual property owned by the College.

institution should agree before the project begins on the extent of the use of College resources, allocation of rights to use the work, and recovery of expenses and/or division of income received from commercialization of the intellectual property.

### **Works for Hire**

hire.

Without an express written agreement specifying otherwise, the College shall own all

were specifically directed to develop the materials as part of their regular duties, or specially  
mm -employees and covered by written agreements in which

intellectual property is assigned to the College.

between the College and the creator(s) when the creator(s) is not a College employee or the creator(s) is a College employee who was relieved of normal duties or provided additional compensation or consideration specifically for the creation of the intellectual property in question. Contracts for commissioned work must

1. be in writing;
2. be negotiated prior to the start of the project; and
3. clearly specify that the creator(s) shall convey by assignment, if necessary, such rights as are required by the College.

Those hiring outside consultants and independent contractors shall, as necessary, execute a written agreement, prior to the beginning of the project, stating that ownership of the intellectual property in question shall be assigned to the College. Assistance in drafting written





## **Works Created by Students**

The College encourages students who produce intellectual property directly related to course assignments or academic endeavors in their chosen field of study.

1. Students shall adhere to copyright and intellectual property laws and regulations. 188.7(course)6A5(rw).
2. Students shall have sole ownership and equity rights to intellectual property they create resources.
3. The ownership of student works submitted in fulfillment of course requirements or other academic endeavors in their chosen field shall remain with the creator(s), unless provided otherwise by this Policy or a written agreement. By enrolling in classes offered by the College of Southern Idaho, the student gives the College license to mark on, modify, and retain the work as needed for its instructional and administrative purposes, or otherwise handle the work the way fi

from the College, secured through the Registered Copyright Agent). Releases shall be kept for three years. The creator will also be responsible for obtaining any necessary agreements, waivers and releases of rights from project participants, students, independent contractors or others working under their direction in connection with their contributions to the project.

Creator(s) shall warrant and guarantee that:

1. the materials do not infringe on any existing copyright or other legal rights and shall be liable to the College for judgments resulting from such infringements;
2. that if the work is not the original expression or creation of the creators, the necessary permissions have been obtained from the owner(s); and
3. that the work contains no libelous material nor material that invades the privacy of others.

Written permission must be obtained each time a copyrightable material is used and where fair use or other statutory exceptions do not apply, unless a blanket or extended permission has been secured.

Requests for permission shall be in writing. College personnel shall seek and obtain the written permission of the copyright owner prior to making use of copyrighted materials. The

## Section 8 Copyright Warning Notices



## Section 10 Release, Assignment, Transfer or License of College Copyrights

The College may, at its sole discretion, release its ownership rights in copyrighted works to the creator(s) or others. Such release of ownership rights must be contingent on the agreement of the creator(s) that no further effort on, or development of, the work will be made with

the College a perpetual, royalty-free, non-exclusive, non-transferable, worldwide license to use and reproduce the work for its own educational and administrative purposes. The transfer must be approved by the CSI Board of Trustees and secured by an assignment agreement.

In situations in which the copyright ownership is held by the creator(s), it is possible for the individual(s) to transfer or assign the copyright, or a more limited license, to the College or to a third party. Assignment of copyright to the College must be reflected in a signed document.

The College may reasonably request that faculty members, when entering into agreements granting the copyright or publishing rights to a third party, make efforts to reserve to the College a perpetual, royalty-free, non-exclusive, non-transferable worldwide license to use and reproduce the work for its own internal educational and administrative purposes.

## Section 11 Elec45.4 cted in a sigTm [ 0 1 226.25ouil1 0 0 1s45.4 4(e)4(ns 8bl)-11(y)20( re)7(qu)-9(e)

teach in distance learning environments shall familiarize themselves with the provisions and requirements of the TEACH Act, know when they can take advantage of the protections offered by the Act, when they can rely on the Fair Use doctrine, and when they need to secure appropriate licenses or written permissions. Faculty members also need to be aware of the provisions of other statutes that may apply to their activities and special circumstances, such as the Digital Millennium Copyright Act (DMCA).

### Section 13 Recording and Retransmission/ReBroadcasting of Courses

Any videotaping, recording, broadcasting or televising of classroom, laboratory or other instructional activity, and any associated use equipment or media must be approved in advance by the appropriate administrators, who shall determine the conditions under which such activity may occur. All such activities shall have the prior knowledge and consent of the faculty member, and must comply with the provisions of applicable federal and state privacy laws.

Recordings that permanently fix the classroom experience in tangible form (regardless the media in which these materials were created), such as but not limited to recordings of classroom lectures and discussions, and multimedia materials that incorporate the contributions of students, will not be made, reproduced, or distributed without the permission of faculty and student participants and of the appropriate College administrators.

Copyright ownership and title of recordings of courses and course presentations shall belong to the faculty member(s), unless

- a)
- b)
- c) a written agreement between the faculty member(s) and the College provides otherwise.

No permission is needed from a student for their image or voice to be transmitted live via videoconference or streaming media, but all students should be informed when courses are to be conducted using either method of delivery. The College reserves the right to retain and use recordings of a class or some portions/sessions in future course offerings.