

**GUIDELINES ON ADMINISTRATION OF
THE UNIVERSITY OF CALIFORNIA POLICY ON COPYRIGHT OWNERSHIP**

I. REFERENCES AND RELATED POLICIES

- A. University of California Policy on Copyright Ownership, Office of the President, August 19, 1992
- B. UCSD Policy and Procedure Manual (PPM)
 - 165-66 Instructions for the Preparation and Submission of Doctoral Dissertations and Master's Thesis.
 - 400-4 Authority to Permit Use of the University's Name
- C. Guidelines on University-Industry Relations, Office of the President, May 1989.

II. BACKGROUND AND SCOPE

The University of California Policy on Copyright Ownership ("UC Policy") addressed (i) the ownership of copyrightable material produced at the University, and (ii) the organizations responsible for implementation. The Chancellors were given the responsibility for implementation on their respective campuses. At UCSD, this responsibility was redelegated, through the Vice Chancellor-Resource Management and Planning, to the Technology Transfer Office.

This document sets forth procedures implementing the UC Policy on the San Diego Campus. It is applicable to all employees and non-employees using University facilities, equipment, or funds in the preparation of their Work (III). The UC Policy and these campus Guidelines are applicable to all Work. In all cases in which students or non-employees prepare copyrightable materials with the support of University facilities or resources, exclusive of libraries, an agreement shall be executed in advance, where possible, setting forth an understanding regarding ownership rights. Where there is no agreement in advance, the parties and the Technology Transfer Office will negotiate an agreement regarding disposition of the copyrightable material after the fact.

The ownership of Work made under a sponsored or other agreement will be in accordance with the terms in that agreement. For other Work created using university facilities or equipment, the University will claim ownership unless it falls under Scholarly/Aesthetic Work or Student Work (*Supplement I*). Questions regarding interpretation of the material in this document should be directed to the Technology Transfer Office.

This document does not change or affect obligations under the University of California Patent Policy. If, in any case, the application of the two policies gives rise to a conflict, the ownership principles of the Patent Policy shall apply.

III. DEFINITIONS

For the purposes of this document, the following definitions shall apply. It should be noted that these supplement the definitions listed in the UC Policy on Copyright Ownership:

Assignment of copyright by the owner to another individual or entity.	An assignment of rights is a transfer of ownership rights under	Rights:
Author:	An author is one or more individuals, singly or as a group, who produces copyrightable material. This is analagous to "Originator(s)" in the UC Policy on Copyright Ownership.	
Contractual	A contractual agreement is any written agreement between	Agreement:
	two or more parties which sets forth the terms and conditions agreed to by the parties. A "License" is one example.	
Copyright	Copyright is the intangible property right granted by Federal statute for an original work fixed in a tangible form of expression. Copyright provides the owner with the following exclusive rights in a work: to reproduce, to prepare derivative works, to distribute by sale or otherwise, to perform publicly, and to display publicly.	
Copyrightable Material	The following are included under this definition: literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, audiovisual works, sound recordings, and software.	
Designated Academic Appointees	Those University employees who have a general obligation to produce scholarly/aesthetic works. Included are all appointees in the Professor series, In-Residence series, and the Professional Research series. Appointees in other academic titles may also be designated by the appropriate Chancellor or Vice President as having the obligation to produce scholarly/aesthetic works.	
Independent Academic Effort	Inquiry, investigation, or research carried out by designated academic appointees to advance knowledge or the arts when the specific choice, content, course, and direction of the effort is determined by the designated academic appointee without direct assignment or supervision by the University. The general obligation of designated academic appointees to produce scholarly/aesthetic works is considered independent academic effort.	
License	A contract in which a copyright owner grants to another permission to exercise one or more of the rights under copyright.	
Originator (s)	One who produces a work by his or her own intellectual labor. When there is more than one originator, the ownership of each originator's contribution shall be considered separately pursuant to this Policy.	
Owner	An owner is the party who owns rights to copyrightable material, through either being an author or having been assigned those rights.	

Permissible Consulting Activities	Professional or scholarly services provided by University employees for compensation, which do not interfere with regular University duties, do not utilize University resources, and are not prohibited by terms of the University employment contract or other applicable University agreements or policies.
Public Domain	Public domain material is material made available to the public by the owner with provisions for copying, selling, making derivatives, etc., by anyone without charge.
Royalties	A payment made to an owner of a copyright for the privilege of practicing a right under the copyright.
Sponsor	An organization or agency which provides funding, equipment, or other support for the University to carry out a specified project in research, training, or public service pursuant to a written agreement. Sponsors include Federal, State, local, and other governmental entities as well as private industry, educational institutions, and private foundations.
University Facilities	Buildings, equipment, and other facilities under the control of the University, that are designated by the appropriate Chancellor, Laboratory Director, or Vice President as requiring an advance agreement, from non-University personnel and University personnel acting outside the scope of their employment, concerning the disposition of any copyrighted works that are originated with the use of these facilities. Such facilities normally include campus computer centers and normally do not include University libraries. For purposes of this Policy, the Department of Energy Laboratories are considered to be under the control of the University.
University Funds	Funds, regardless of source, that are administered under the control, responsibility, or authority of the University.
University Resources	University funds or facilities.
Work	Any copyrighted material, including literary work (written lectures are included); musical work, including any accompanying words; dramatic work, including any accompanying music; pantomimes and choreographic work; pictorial, graphic, and sculptural work; motion pictures and other audiovisual work; sound recordings; and computer software.

IV. POLICY

A. Copyright Ownership

1. Ownership of copyrightable materials that are produced in association with the University of California is defined in *Supplement I, Copyright Ownership by Category of Work*. A flow chart is provided at the end of *Supplement I* to assist in interpreting the policy. There are essentially four categories in regard to ownership: (i) the author owns the copyright; (ii) the University owns the copyright; (iii) ownership is in a third party per a contractual agreement; or (iv) any combination of the above.

2. Under the terms of agreements made with the University, third parties may be granted limited rights to use, distribute and make derivative copies of University-owned copyright material. These terms must be agreed to by the author as well as the University in advance of the signing of such agreement. In general, the University does not object to providing for the use of their copyrighted material by others for non-commercial purposes, e.g., research or education.

B. Copyright Ownership of Jointly Originated Works

Copyright ownership of jointly originated works shall be determined by separately assessing the Category of Work of each originator (see *Supplement I*). Rights between joint owners of a copyright shall be determined pursuant to copyright law.

C. Release of University Rights

The University may release its ownership rights in copyrighted works to the originator(s) when, as determined by the University: (a) there are no overriding or special obligations to a sponsor or other third party; and (b) the best interest of the University would be so served. Such release of ownership rights must be contingent on the agreement of the originator(s) that no further effort on, or development of, the work will be made using University resources and that the University is granted a free-of-cost, nonexclusive, worldwide license to use and reproduce the work for education and research purposes.

D. Licensing and Royalties

The University may assign or license its copyrights to others. Royalty or income received from such transactions may be shared with the author(s) of such works, as determined in Section V.E.

V. PROCEDURE

A. Copyright Agreement and Notification

1. Prior to any use of a University facility by non-University personnel or by University personnel outside University employment, a signed agreement is required that specifies the disposition of copyrighted works. University employees using University facilities for work outside University employment are responsible for bringing this to the University's attention so that an appropriate agreement for use can be negotiated.
2. Designated academic appointees and others participating in sponsored projects agree that he/she/they acknowledge(s): (a) individual and joint responsibility to deliver sponsored works to the sponsor, as required by the terms of the sponsored project agreement, and/or to the University, when so requested, and (b) that copyright ownership of sponsored works, unless reserved to the sponsor or otherwise provided for in the sponsored project agreement, shall vest in the University.

3. Any designated academic appointee, other employee, or student wishing to participate in a specified University project that includes copyright ownership requirements, other than provided in *Supplement I*, must sign an agreement indicating his or her concurrence with that project's special conditions. The Chancellor or designee shall designate special University projects that shall require such special copyright agreements.

B. Copyright Notice and Use of University Name

1. For all University-owned copyrighted material, the author shall affix a copyright notice in a conspicuous place, e.g., either on the title page or second page of printed material, on the first screen of a software program, on the title frames of a movie, or on the label of a sound recording. Any location that is reasonably calculated to give notice to the public is sufficient. Such copyright notice shall take the following form:

"8(Year of origination) The Regents of the University of California,
All rights reserved."

In the absence of a copyright symbol, the word "Copyright" may be used in its place.

2. When the copyright ownership is in the author, the name of the University shall not be used in connection with the publication, production, or distribution of the material, except in such form as approved by the Chancellor. Such approval must be in accordance with PPM 400-4, Authority to Permit Use of the University's Name.

C. Decisions on Ownership

1. When the ownership of the copyright is in dispute or there is a question of authorship, the Technology Transfer Office (TTO) will review the matter and make a decision. An appeal of the decision can be made in writing by the author to the Technology Transfer Advisory Committee (TTAC) within thirty days of receipt of the TTO decision by the author(s). The TTAC, within sixty days of receipt of the appeal, will make a recommendation to the Vice Chancellor-Resource Management and Planning, who will make the final decision.

D. Disposition of University-owned Copyrightable Material

1. The Technology Transfer Office (TTO) will report any copyrightable material arising from research agreements to the sponsors of that research and will provide such sponsors with suitable agreements to effect their rights.

2. The Technology Transfer Office (TTO), after consultation with the author and subject to any third party commitments, will determine the disposition of copyright material. This could include licensing to a private party for commercial distribution, putting the material in the public domain, or reassigning ownership to the author. Should a decision be made to seek a commercial partner, then the Technology Transfer Office (TTO), in consultation with the author, will locate a potential licensee and negotiate an appropriate agreement or license with such third party for further development and/or distribution of the material. In all instances, the University will retain an irrevocable, non-exclusive, paid up license or right to reproduce, distribute and use the copyright work for its own educational and research purposes.

E. Distribution of Income

1. All monies received as a result of licensing, sales, distribution, or use of the copyright material shall be considered as Gross Income for that particular material. Net Income is defined as Gross Income less all out-of-pocket expenses including but not limited to legal fees, registration fees and any special expenses necessary for the licensing of the work, including travel and marketing expenses. Should expenses exceed Gross Income in any given year, the remaining expenses will be carried to the next and successive years until the Gross Income is sufficient to account for them. The Net Income shall be distributed as follows: one-third to the author; one-third to the author's department or administrative unit; and one-third to the university. Distributions to the author and the department or administrative unit shall be made annually on or about November 1 from Net Income received in the previous fiscal year. If there are any anticipated expenditures or legal actions, distribution will be delayed until such actions are completed. The monies distributed to the departments, administrative units and the university shall be used for research and/or educational purposes.
2. Where there is more than one author, each will receive an equal share of income unless otherwise specified in a royalty distribution agreement which must be prepared at the time of disclosure of the copyright material to the Technology Transfer Office.

VI. RESPONSIBILITIES

A. Chancellor and Vice Chancellor

1. The Chancellor and delegated representatives 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.
2. The Chancellor has delegated responsibility for copyright matters to the Vice Chancellor-Resource Management and Planning, who has transferred this responsibility to the Director, Technology Transfer Office (TTO).

B. Technology Transfer Office (TTO)

1. The Technology Transfer Office (TTO) is responsible for the receipt, evaluation, and disposition of copyright disclosures.
2. The Technology Transfer Office (TTO) is responsible for receiving income from the disposition of copyrighted materials, providing proper accounting, and assuring the timely distribution of the funds.
3. The Technology Transfer Office (TTO) is authorized to register copyrights in the University name and to negotiate and execute licenses for all copyrightable material.
4. The Director of Technology Transfer Office (TTO) is authorized to sign licenses, and other agreements arising from the receipt and distribution of copyright material.
5. The Technology Transfer Office (TTO) is authorized to obtain assignments from all authors and to prepare royalty distribution agreements, when requested by the authors.
6. The Technology Transfer Office (TTO) is responsible for preparing an annual activity report for the campus administration. Such report should be available on December 1 of each year.
7. The Technology Transfer Office (TTO) is responsible for maintaining all records in regard to University-owned copyright material generated on the UCSD campus.

C. Department Heads

1. Each department head is responsible for ensuring compliance with this policy by the members and staff of that department.

D. Author(s)

1. The author is responsible for completing a "Copyright Disclosure Form" , *Exhibit A or B*, if necessary, for all University-owned copyright material and submitting it to the Technology Transfer Office (TTO). The form, as well as assistance in its preparation, is available from the Technology Transfer Office (TTO).
2. The author agrees to assign all rights in University-owned copyright material to the University.
3. An individual or company hired or contracted to perform work for the university on a project that could result in a copyrightable work shall be required to sign an agreement assigning to the University all rights to the resultant product. Terminology to be included in such an agreement is available from the Technology Transfer Office (TTO).

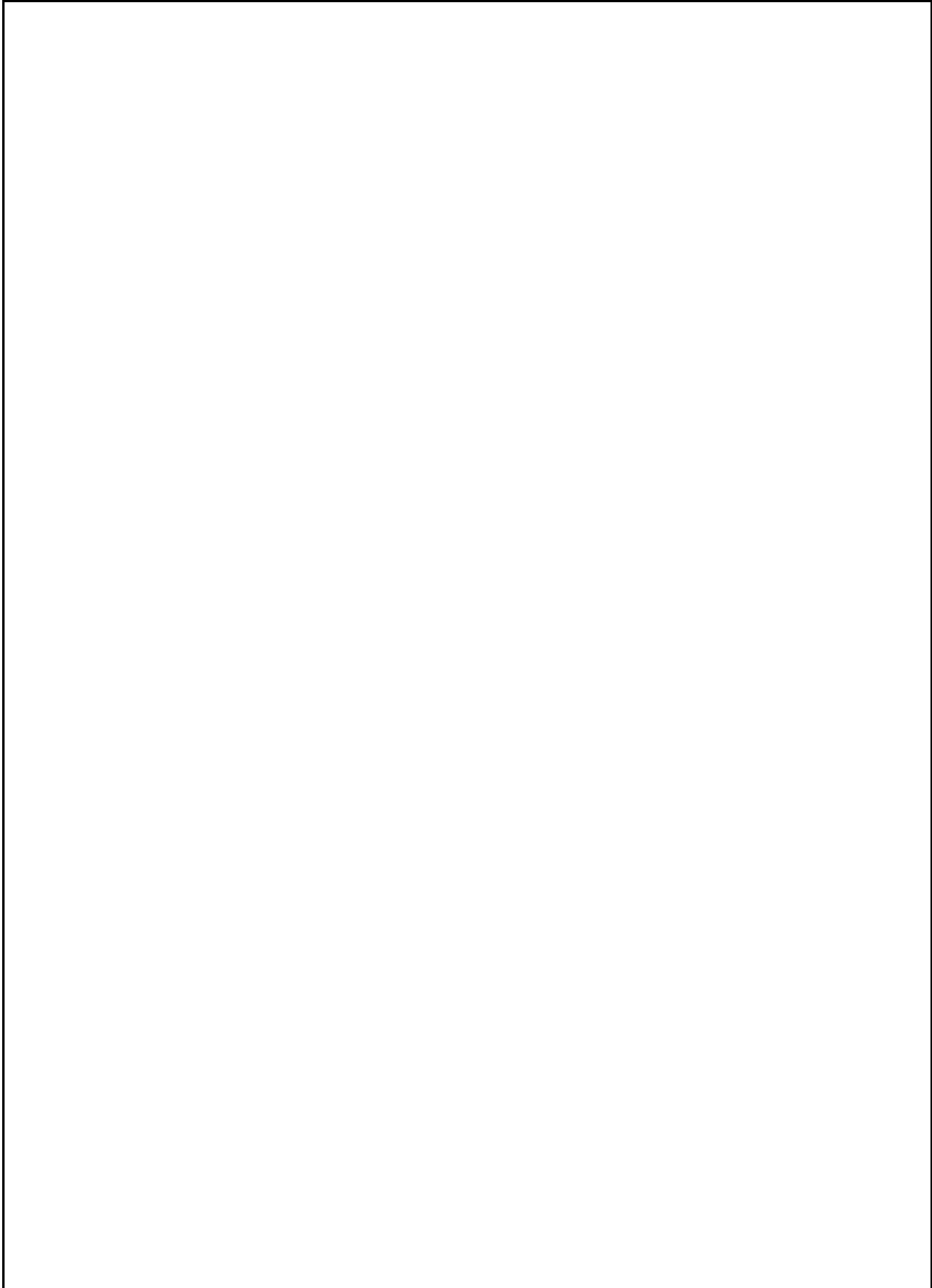


Exhibit A

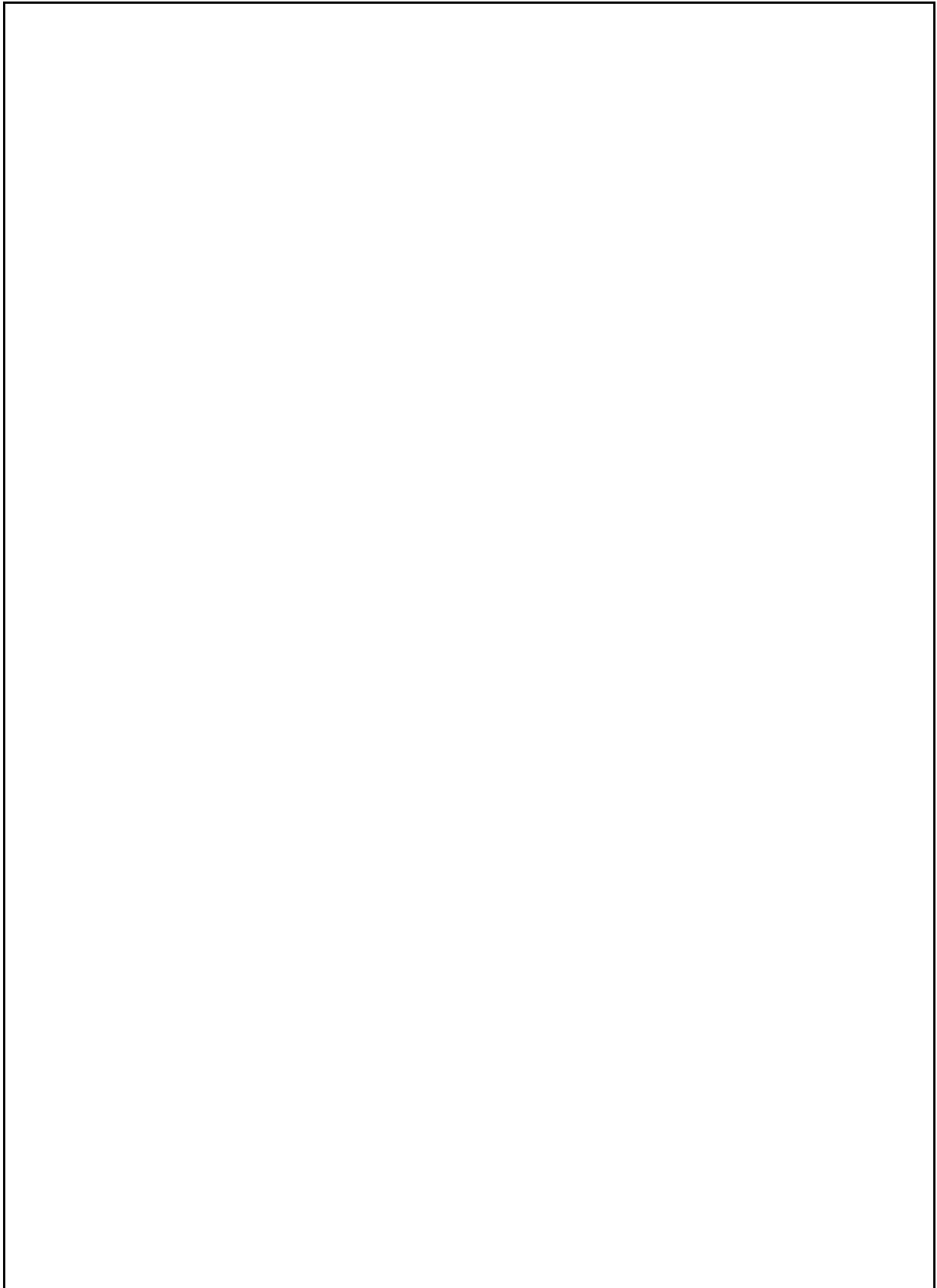
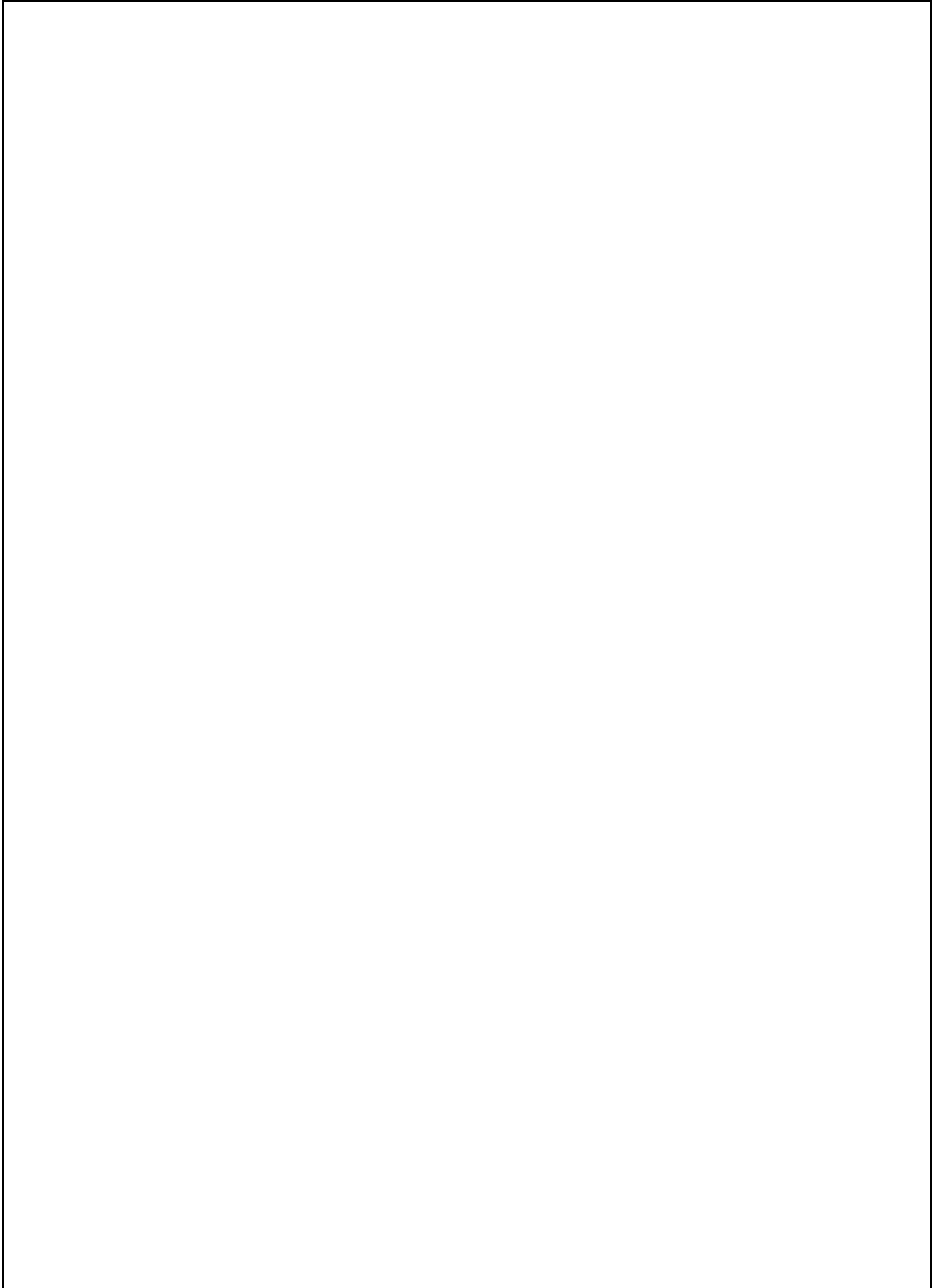


Exhibit B



Exhibit B



Supplement I

COPYRIGHT OWNERSHIP BY CATEGORY OF WORK

A. Scholarly/Aesthetic Work

A Scholarly/aesthetic work is a work originated by a designated academic appointee resulting from independent academic effort.

Ownership of copyrights to scholarly/aesthetic works shall reside with the designated academic appointee originator, unless they are also sponsored works or contract facilities works, or unless the designated academic appointee agrees to participate in a project which has special provisions on copyright ownership pursuant to Section VI.C. of this Policy.

B. Personal Work

A personal work is a work that is prepared outside the course and scope of University employment (except for permissible non-University consulting activities) without the use of University resources.

Ownership of copyrights to personal works shall reside with the originator.

C. Student Work

A student work is a work produced by a registered student without the use of University funds (other than Student Financial Aid), that is produced outside any University employment, and is not a sponsored, contracted facilities, or commissioned work.

Ownership of copyrights to student works shall reside with the originator.

D. Sponsored Work

A sponsored work is a work first produced by or through the University in the performance of a written agreement between the University and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books, or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise.

Ownership of copyrights to sponsored works shall be with the University unless the sponsored agreement states otherwise. Any sponsored work agreement which provides for ownership by other than the University generally shall provide the University with a free-of-cost, nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

E. Commissioned Work

A commissioned work is a work produced for University purposes by individuals not employed at the University or by University employees outside their regular University employment.

When the University commissions for the production of 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.

F. Contracted Facilities Work

A contracted facilities work is a work produced by non-University personnel or University personnel acting outside the course and scope of their employment, using designated University facilities pursuant to a written agreement.

Ownership of copyrights to contracted facilities work shall be governed by the agreement permitting use of the specified University facilities. Depending on the nature of the facility and the nature and extent of the use, the agreement may specify that ownership of resulting copyrights rests with the University; or the University simply may be paid a fee for use of the facility, or some other arrangement may be appropriate.

G. Institutional Work

Except as otherwise provided in this Policy, the University shall own all copyrights to works made by University employees in the course and scope of their employment and shall own all copyrights to works made with the use of University resources.

H. Work Acquired by Assignment or Will

The University may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with this Policy on Copyright Ownership and other University policies governing such acquisitions.

Supplement I

**UC POLICY ON COPYRIGHT OWNERSHIP
FLOW CHART**