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1 Educational Materials

2 Effective: TBD

3 Contact: Office of the Senior Vice President and Provost

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14 Background

15 The purpose of this policy is to encourage and support the exercise of academic freedom,
16 innovation, and creativity and clarify the rights of ownership and the rights to use educational
17 materials at Iowa State University (University) in a way that:

- 18
- 19 • Enables the development and dissemination of educational materials resulting from
 - 20 academic instruction, extension, professional development, and research;
 - 21 • Preserves the rights granted to authors in traditional scholarly works;
 - 22 • Permits the University to retain ownership of and/or use educational materials under certain
 - 23 circumstances; and
 - 24 • Does not conflict with applicable policies and federal and state laws and regulations

25 This policy is intended to supplement existing University policies on intellectual property that may
26 also apply.

27 Definitions

28 1. "Educational Materials" means instructional and course materials produced for academic
29 programs, professional development programs, extension, or research, in any format,
30 including print materials, digital materials, and audio and video recordings.

31

32 2. "Author" means faculty or staff responsible for creating Educational Materials whose
33 contributions warrant authorship. Students whose contributions warrant authorship may be
34 included if engaged as employees of the University, are supported with University funds on
35 an assistantship, their contributions use Substantial University Resources, or their
36 contributions were created under a separate agreement specifying University ownership.

37

38 3. "Faculty" means individuals holding appointments described in Section 3.3 of the Faculty
39 Handbook. For persons with dual appointments, to the extent Educational Materials results
40 from faculty work, such individuals will be treated as faculty.

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- 42 4. "Substantial University Resources" means substantial University resources have been used
43 in the development of the Educational Materials, refers to the use of assistance, support or
44 the use of specialized services or facilities greater than that normally provided or made
45 available to other similarly situated personnel in a unit, or the works are derived from
46 University-owned Educational Materials. Substantial University Resources does not include
47 additional compensation or leave granted to an author to develop Educational Materials
48 unless otherwise agreed in writing by the author and University.
49
- 50 5. "Scholarly Works" means traditional scholarly, literary, and artistic works such as journal
51 papers, books, essays, poems, paintings, sculptures, musical scores, and other similar
52 creative works.
53
- 54 6. "Staff" means individuals on appointment at the University, including Professional and
55 Scientific, Merit, contract temporary, and casual appointments, including hourly student
56 employees.

57 POLICY STATEMENT

58 Ownership of Educational Materials rests with the author unless the terms of a sponsored project or
59 other written agreement designate(s) that the University or other entity will own the Educational
60 Materials or the Educational Materials are a work for hire as described below. Scholarly Works shall
61 be owned by the author unless there is a written agreement between the University and the author
62 for a specific work asserting such work shall be owned by the University (e.g., University
63 commissioned art installations).

64 Agreement

65 Ownership of Educational Materials may be determined by agreement between an author and the
66 University. In addition, where the creation of Educational Materials is supported by sponsored
67 project or other agreements requiring that the Educational Materials be owned by the University or
68 other entity, the Educational Materials shall be owned by the University or other entity as provided.

69 Works for Hire

70 Substantial University Resources: Where Educational Materials are created using Substantial
71 University Resources, the Educational Materials shall be owned by the University.

72 Collaborative Works: Where Educational Materials are created by a team of authors of such size or
73 over such an extended period of time that determination of a discrete number of authors would be
74 impossible, impractical, or unfair, the Educational Materials shall be owned by the University.

75 Extension Work: Where Educational Materials are created for the purposes of providing information
76 or services to the general public as part of the extension mission, the Educational Materials shall be
77 owned by the University.

78 Works Derived from using University Owned Educational Materials: Authors who create derivative
79 works of University-owned Educational Materials do so with the understanding that such
80 improvements are owned by the University unless the Educational Materials have been released
81 under a copyright license that requires the Educational Materials be released under otherwise
82 specified terms.

83 Works Created by Staff: When Educational Materials are created by University staff as part of the
84 staff member's regular duties, the Educational Materials are owned by the University as a work for
85 hire under copyright law. University staff who teach or conduct research at the University with a

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86 level of responsibility and self-direction similar to that exercised and enjoyed by faculty in a similar
87 activity shall have the same ownership as faculty under this policy when those activities result in the
88 creation of Educational Materials.

89 The University may assign its rights in the Educational Materials to the Iowa State University
90 Research Foundation, Inc. (ISURF), a sponsor or other third party as necessary to meet University
91 obligations.

92 Use of Educational Material

93 University-owned Educational Materials

94 For University-owned Educational Materials, the University may use, reproduce, adapt, modify,
95 update, display, distribute, or create derivative works of the Educational Materials for instruction or
96 education, including teaching, research, extension and service in the public interest, and may permit
97 others to do so on its behalf. If updates are necessary, the University will offer the author the first
98 opportunity to perform such updates. If, within a reasonable period of time as determined by the
99 University, the parties are unable to reach an agreement or the author is unwilling or unable to
100 update the materials, the University may engage another author to make such necessary updates.

101 The use of University-owned Educational Materials should include appropriate attribution where
102 feasible and the author should be consulted regarding their preferred attribution when possible. The
103 author should also be given the option not to be listed as a source of the material if they prefer not to
104 be associated with its subsequent usage or update by the University.

105 The University will grant to the author a non-exclusive, royalty-free limited license to use the
106 University-owned Educational Materials for the author's own personal and educational non-
107 commercial purposes provided such use does not conflict with any applicable University policies,
108 including the Conflict of Interest and Commitment policy.

109 Author-owned Educational Materials

110 Internal Use

111 For Author-owned Educational Materials, the University is granted a non-exclusive, royalty-
112 free license for the internal use of Educational Materials by any unit of the University for
113 instruction or education including teaching, research, extension and service in the public
114 interest.

115 Unless otherwise specified, the license for the University's internal use will continue for a
116 period of three (3) years to ensure the availability and continuity of academic and educational
117 programming (the "Internal Use Period"). The University and the author will work together in
118 good faith to update the Educational Materials as mutually agreed upon. If, within a
119 reasonable period of time as determined by the University, the parties are unable to reach an
120 agreement regarding updates or the author is unwilling or unable to update the materials for
121 the University's use of the Educational Materials during the Internal Use Period, the University
122 may engage another author to make such necessary updates. After expiration of the Internal
123 Use Period, the author may request in writing that the University cease internal use of the
124 Educational Materials, and if revision is not feasible to remove the author's contributions to the
125 Educational Materials or resolve use of the Educational Materials that meets the needs of both
126 the author and the University, the University will cease use of the Educational Materials.

127 All internal use of Educational Materials should include appropriate attribution where feasible
128 and the author should be consulted regarding their preferred attribution when possible. The

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129 author should also be given the option not to be listed as a source of the material if they prefer
130 not to be associated with its subsequent usage or update by the University.

131 **External Use**

132 If the author consents, then the University may permit the external use of Educational
133 Materials by educational institutions, government or nonprofit institutions, and other third
134 parties. The author may use the Educational Materials outside of the University subject to the
135 University's internal license granted above and provided such use does not conflict with any
136 applicable University policies, including the Conflict of Interest and Commitment policy.

137 **Royalties**

138 Any royalties generated through the external use of University-owned Educational Materials and
139 disclosed to ISURF as agreed by University and ISURF, shall be distributed consistent with ISURF's
140 royalty distribution policy.

141 No royalties, additional compensation, or remuneration will be paid to the author for the University's
142 internal use of Educational Materials. The University will, however, recognize through established
143 policies and procedures the author's additional effort in preparation of the materials.

144 An author who uses his or her own Educational Materials or Scholarly Works in courses for which
145 they receive royalties or remuneration from external entities shall assign those royalties or
146 remuneration to the University or to a body mutually agreed upon by the University and the
147 author. Authors may be allowed to retain royalties under either of the following circumstances:

- 148 • The use of such Educational Materials or Scholarly Works is in accordance with
149 departmental procedures for selecting such materials and the author does not participate in
150 the selection process; or
- 151 • Because of exceptional circumstances the department chair recommends the author be
152 allowed to retain the normal royalties, and the recommendation is approved by the
153 appropriate dean and the Senior Vice President and Provost (SVPP).

154 **Management**

155 The implementation and management of this policy, including determination of ownership, will be the
156 responsibility of the author's department and college, in consultation with other University offices as
157 necessary. The Office of the Vice President for Research should be consulted if the Educational
158 Materials involve sponsored projects or other external agreements. If the Educational Materials
159 contain patentable items or copyrightable software, the Patent Policy and Copyright Ownership and
160 Management of Software Policy should be consulted.

161 If ownership is unclear or if there is a dispute regarding ownership, an author may appeal to a
162 mediation committee convened by the SVPP to mediate any disputes arising under this policy which
163 shall include representation appropriate and corresponding to the status of the authors and the
164 nature of the work involved. If mediation is not successful, the author may file a complaint through
165 the formal complaint process applicable to the author.

166 **Resources**

167 [Patent Policy](#)
168 [Copyright Ownership and Management of Software Policy](#)
169 [Royalty Distribution Policy](#)
170 [Authorship Policy](#)

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171 [Conflicts of Interest and Commitment Policy](#)
172 [FAQ Guidance on Educational Materials](#)