

# 1 Educational Materials

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3 Contact: [Office of the Senior Vice President and Provost](#)

## 4 Contents

5 **BACKGROUND**

6 **DEFINITIONS**

7 **POLICY STATEMENT**

8 --[Agreement](#)

9 --[Works for Hire](#)

10 --[Use of Educational Materials](#)

11 --[Royalties](#)

12 --[Management](#)

13 **RESOURCES**

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

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.  
41

- 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

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

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](#)

171	<a href="#"><u>Conflicts of Interest and Commitment Policy</u></a>
172	<a href="#"><u>FAQ Guidance on Educational Materials</u></a>