**Lamar University**

**Policy on Intellectual Property: Ownership and Use of Copyrighted Works**

**Effective: \_\_\_\_\_\_, 2016**

**Responsible Department(s): Copyright Librarian, University Library**

**Executive Director of Division of Distance**

**Learning**

**01. *POLICY STATEMENTS***

01.01 Creating, preserving, and disseminating knowledge are fundamental missions for Lamar University (hereinafter referred to interchangeably as “Lamar” or “University”). In this policy, as elsewhere, the university reaffirms its commitment to the principles of academic freedom. This policy affirms the traditional freedoms of the Lamar faculty, staff, and students in matters of copyrighted works (in all formats, including digital), through a fair and reasonable balance of rights and interests among creators, users, and the university.

01.02 The University recognizes that research and scholarship by its faculty, staff, and students will result in scholarly publications, [instructional materials](http://www.library.txstate.edu/about/divisions/research-learning/copyright/copyright-glossary.html), and other works with potential societal benefit and market value. These include manuscripts, textbooks, electronic media, computer programs, syllabi, lecture recordings, tests, assignments, monographs, papers, models, scholarly articles, dissertations, theses, graphical designs, musical compositions, works of art, and other artistic and literary works. This policy applies to all such works.

01.03 This policy applies to all persons employed by the University, to all students of the University, and to anyone using University resources or under the supervision of University personnel. All University employees, faculty, staff, and students are responsible for understanding and abiding by the University’s policies related to copyright and all other forms of intellectual property.

01.04 Other forms of Intellectual Property – Except where otherwise specified herein, the ownership and usage related to inventions, discoveries, and patents are more fully addressed in the Patent Policy of The Texas State University System (hereinafter referred to interchangeably as “TSUS” or “System”) Rules and Regulations, as amended from time to time. Questions regarding ownership and usage of university trademarks and service marks can be addressed to the staff in the Marketing Department. More information can be found on their website at <http://www.lamar.edu/licensing>.

**02. *DEFINITIONS****[[1]](#footnote-1)*

**Anonymous work**: “An ‘anonymous work’ is a work on the copies or phonorecords of which no natural person is identified as author.” 17 U.S.C. § 101.

**Audiovisual work:** “‘Audiovisual works’ are works that consist of a series of related images which are intrinsically intended to be shown by the use of machines or devices such as projectors, viewers, or electronic equipment, together with accompanying sounds, if any, regardless of the nature of the material objects, such as films or tapes, in which the works are embodied.” 17 U.S.C. § 101. In other words, the term “audiovisual works” refers broadly to any work that includes any series of related visual images, whether or not moving, and with or without sounds, as long as a machine or device is essential to the viewing of the related series of images.

**Author Created:** The portion of the online application that identifies the copyrightable material created by the author named in the application. In the paper application, this portion of the application is referred to as the “Nature of Authorship” space.

**Collective work**: “A ‘collective work’ is a work, such as a periodical issue, anthology, or encyclopedia, in which a number of contributions, constituting separate and independent works in themselves, are assembled into a collective whole.” 17 U.S.C. § 101. A collective work is a form of compilation.

**Computer program:** “A ‘computer program’ is a set of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result.” 17 U.S.C. § 101.

**Copies:** “‘Copies’ are material objects, other than phonorecords, in which a work is fixed by any method now known or later developed, and from which the work can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. The term ‘copies’ includes the material object, other than a phonorecord, in which the work is first fixed.” 17 U.S.C. § 101.

**Copyright notice:** A statement placed on copies or phonorecords of a work to inform the public that a copyright owner is claiming ownership of the particular work. A copyright notice consists of three elements:

• The copyright symbol © (or for phonorecords, the symbol Ⓟ), the word “Copyright”, or the abbreviation “Copr.”;

• The year of first publication of the work; and

• The name of the copyright owner. A copyright notice is no longer legally required to secure copyright on works first published on or after March 1, 1989, although it does provide legal benefits.

**Derivative work:** “A ‘derivative work’ is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship, is a ‘derivative work.’” 17 U.S.C. § 101.

**Exclusive rights**: Any or all of the exclusive rights under Copyright Law, as set forth in Section 106 of the Copyright Act. Section 106 of the Copyright Act defines the exclusive rights of copyright owners in their works.

Only the copyright owner has the right to do and to authorize the following:

1. “To reproduce the copyrighted work in copies or phonorecords.”

2. “To prepare derivative works based upon the copyrighted work.”

3. “To distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending.”

4. “In the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly.”

5. “In the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly.”

6. “In the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.” 17 U.S.C. § 106.

These rights are subject to certain limitations that are defined in Sections 107 through 122 of the Copyright Act.

**Infringement:** Infringement occurs when someone other than the copyright owner exercises the exclusive right of the copyright owner unlawfully. Certain limitations to the owner’s rights are defined in Sections 107 through 122 of the Copyright Act.

**Joint work:** “A ‘joint work’ is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole.” 17 U.S.C. § 101.

**License:** An agreement by which a party grants another party one or more rights (but fewer than all rights), usually limited to a particular territory and/or time period. A license may be granted as an exclusive license or a nonexclusive license.

**Perform:** “To ‘perform’ a work means to recite, render, play, dance, or act it, either directly or by means of any device or process or, in the case of a motion picture or other audiovisual work, to show its images in any sequence or to make the sounds accompanying it audible.” 17 U.S.C. § 101.

**Pictorial, graphic, and sculptural works:** “‘Pictorial, graphic, and sculptural works’ include two-dimensional and three-dimensional works of fine, graphic, and applied art, photographs, prints and art reproductions, maps, globes, charts, diagrams, models, and technical drawings, including architectural plans. Such works shall include works of artistic craftsmanship insofar as their form but not their mechanical or utilitarian aspects are concerned; the design of a useful article, as defined in this section, shall be considered a pictorial, graphic, or sculptural work only if, and only to the extent that, such design incorporates pictorial, graphic, or sculptural features that can be identified separately from, and are capable of existing independently of, the utilitarian aspects of the article.” 17 U.S.C. § 101.

**Public domain:** A work of authorship that is not protected by copyright is in the public domain. In the United States, a copyrighted work enters the public domain when its full copyright term has expired. In addition, works published in the United States without a copyright notice on or before March 1, 1989 may be in the public domain, and works registered or published in the United States on or before December 31, 1963 may be in the public domain if the copyright was not renewed in a timely manner. The status of a creative work which, through expiration of term or failure to comply with statutory formalities, is not protected by copyright

**Public performance and public display**: “To perform or display a work ‘publicly’ means

1. to perform or display it at a place open to the public or at any place where a substantial number of persons outside of a normal circle of a family and its social acquaintances is gathered; or

2. to transmit or otherwise communicate a performance or display of the work to a place specified by clause (1) or to the public, by means of any device or process, whether the members of the public capable of receiving the performance or display receive it in the same place or in separate places and at the same time or at different times.” 17 U.S.C. § 101.

**Visual arts works:** The U.S. Copyright Office uses the term “visual arts works” to collectively refer to “pictorial, graphic, and sculptural works” and “architectural works.”

**Work for hire:** “In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author…and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all of the rights comprised in the copyright.”

**Work of visual art:** “A ‘work of visual art’ is—

1. a painting, drawing, print or sculpture, existing in a single copy, in a limited edition of 200 copies or fewer that are signed and consecutively numbered by the author, or, in the case of a sculpture, in multiple cast, carved, or fabricated sculptures of 200 or fewer that are consecutively numbered by the author and bear the signature or other identifying mark of the author; or

2. a still photographic image produced for exhibition purposes only, existing in a single copy that is signed by the author, or in a limited edition of 200 copies or fewer that are signed and consecutively numbered by the author.

**A work of visual art does not include—**

1. (i) any poster, map, globe, chart, technical drawing, diagram, model, applied art, motion picture or other audiovisual work, book, magazine, newspaper, periodical, data base, electronic information service, electronic publication, or similar publication;

(ii) any merchandising item or advertising, promotional, descriptive, covering, or packaging material or container;

(iii) any portion or part of any item described in clause (i) or (ii);

(B) any work made for hire; or

(C) any work not subject to copyright protection under this title.” 17 U.S.C. § 101. “Works of visual art” is a specific class of works that are eligible for protection under the Visual Artists Rights Act.

**03. *OWNERSHIP AND ROYALTIES***

03.01 This policy is derived primarily from the TSUS Copyright Policy, more specifically found in Chapter III, Section 11, of TSUS Rules and Regulations, as amended from time to time. The TSUS Copyright Policy supplants this policy and shall govern if any provisions of this policy are found to be in conflict.

03.02 Ownership of Copyright

03.021 Lamar faculty, staff, and students own the copyright of works they create on their own initiative and own time without the use of substantial Lamar/TSUS resources.

03.022 Consistent with academic tradition, the University shall grant to their faculty and staff the copyright of works they create within the scope of their employment which are created in the fulfillment of their teaching and scholarly responsibilities. The University shall retain a non-exclusive, nontransferable, perpetual, and royalty-free license to make educational uses of such works and prepare derivative works based on the works, for such educational purposes.

03.023 Students own the copyright in works created in their role as a student, including research papers, essays, theses, dissertations, published articles, and visual works of art and/or audio/visual/digital recordings of artistic performances. Works created at the direction of or under contract with University faculty or staff as part of a student's employment with the University are considered works for hire.

03.024 Where two or more individuals create a work and their contributions are inseparable, interdependent, and intended as a single work, the work shall be deemed a joint work. Copyright of the work shall be jointly owned by the creators. Each creator may individually register, enforce, or commercially exploit the copyright with or without approval by all joint owners, provided the other joint owners receive an equal share of any proceeds, unless otherwise agreed in writing.

03.025 If a work is directed or contracted by the University on a work for hire basis, then the University owns the copyright.

03.026 Copyright ownership in works that are created pursuant to sponsored or third-party research funding, including works funded by grants, shall be determined in accordance with the terms of any agreement governing such funding. If any such agreement is silent as to ownership, then the University shall own the copyright of such works

**04. *DISTRIBUTION OF COPYRIGHT ROYALTIES.***

04.01 Royalty income received by the University through the sale, licensing, leasing, or use of copyrightable material in which the University has a property interest may be shared with the creator(s) and the University where the material originated. When such sharing occurs, any distribution which grants the creator more than fifty percent (50%) of royalties shall require approval of the Board of Regents. In the event of multiple creators, the proper distribution of the fifty percent (50%) creators' share shall be determined by the creators through a written agreement.

04.02 In the event that a creator contributes a personal work to the University, a written agreement accepting such contribution shall be executed. The terms of the agreement shall include a statement governing the division of royalties between the University and the creator.

04.03 In cases of extramural funding, the terms of the funding agreement shall govern the division of any royalties that may result from commercialization of materials resulting therefrom. In the event that the funding agreement vests royalty rights in the University, and does not provide any royalty share for the creator, the creator shall be entitled to the same proportionate share he or she would have received if the work had not been extramurally funded. Such a royalty payment to the creator, however, may not violate the terms of the funding agreement. Such share shall be a proportion of whatever share is owned by the University under the terms of the funding agreement and this policy.

**05. *REVISION AND WITHDRAWAL OF MATERIALS*.**

05.01 *Revision of Materials*. Materials owned by the University under the terms of this policy shall not be altered or revised without providing the creator a reasonable opportunity to assume the responsibility for the revision. If the creator declines the opportunity to revise such material, the assignment of responsibility for the revision will be made by the President.

05.02 *Withdrawal of Materials.* Materials owned by the University shall be withdrawn from use when the University in consultation with the creator deems such use to be obsolete or inappropriate. No withdrawal or other discontinuance shall take place that would violate the terms of any licensing or other agreement relating to the materials.

05.03 *Noncompetitive Use*. Copyright of courseware developed without specific direction or significant support of the University shall remain with the employee. No royalty, rent, or other consideration shall be paid to the employee or former employee when that courseware or a modification thereof is used for instruction by the University or Components. The employee or former employee shall take no action that limits the University, Component or System’s right to use the instructional materials and shall provide written notice on the courseware itself indicating the University, Component or System’s right of use. (See TSUS Rules and Regulations, as amended from time to time, for the policy on noncompetitive use of employee-owned courseware).

**06. *USE OF COPYRIGHTED SOFTWARE*.**

The University is committed to: (1) providing faculty, staff and students with the computer hardware and software necessary to perform their respective job tasks and instructional assignments; (2) protecting its computer environment from viruses; and, (3) maintaining compliance with the U.S. copyright laws and software license agreements and discouraging copyright infringement. This policy applies to all University computer users, including faculty, staff, and students. Employees and students, who illegally duplicate software and/or its documentation or otherwise fail to comply with University or System third party software license agreements, will be subject to disciplinary action up to and including termination of employment or expulsion from school.

06.01 The use of University or System-owned or leased hardware or software  
 is limited to University business or instruction-related activities. Software that has not been purchased or licensed or approved by the University or System for which the individual user cannot demonstrate or certify purchase or license for business or instructional use may not be loaded onto University or System-owned or leased computers.

06.02 Copyright Compliance. Users of licensed software must read and comply with the license agreement. When a University has contracted for a site or enterprise license, copying of the software media up to the number of licenses may be allowed, depending on the license agreement. The software user generally may: (1) Make only one backup copy of the software for archival purposes. If the underlying license is discontinued, this copy must be destroyed. (2) Make a copy if it is required as an essential step (and NOT AS A MERE CONVENIENCE) in installing the software on the computing equipment.

**07. *SOFTWARE RESTRICTIONS.***

Federal law requires compliance with the following restrictions when using software acquired by the University:

(1) A user shall not install software on more than one computer, unless written evidence exists that the University has purchased the software and the license gives the purchaser the right to install it. Should a user find such software, the user should immediately uninstall the software, remove the files from the computer, and destroy any media copies.

(2) Manuals, and other copyrighted materials, shall not be copied without specific, written permission of the publisher.

(3) Upgrading a software package does not release the software user from the terms of the original agreement, unless the software developer changes the license agreement. The old version of the software may not continue to be used on a different computer or be distributed for use to others.

(4) When concurrent use is allowed by the license agreement, the number of concurrent users of a local area network (LAN) version of purchased software may not exceed the number of licensed users.

**08. *SOFTWARE LICENSE AGREEMENTS*.**

Each manufacturer includes a license agreement package with its software that details any restrictions on its use. All employees and students must comply with the vendor's license provisions regarding the use of the software, even though the individual user has not personally signed the license agreement. License agreements differ among the various software vendors and some may grant additional rights, such as allowing use on a portable or home computer. Employees and students are responsible for reading, understanding and complying with provisions of the license agreement for each software package.

University policy governing the use of computer hardware and software; computer and software use-user education; software selection, budgeting & acquisition; software inventory, audit & copyright compliance is located at <http://www.lamar.edu/_files/documents/faculty_staff/it-services-support/policies/ITS%20Appropriate%20Use.pdf>.

**09. *PROCEDURES FOR USE OF COPYRIGHTED WORKS***

09.01 Appropriate Use – Lamar University is committed to complying with all applicable copyright laws, including the responsible, good faith exercise of fair use rights by faculty, staff, and students. Except as allowed by law, the reproduction, public distribution (including digital transmission), public display, public performance or creation of derivative works, without the consent of the copyright owner, is prohibited by the Copyright Act (17 United States Code, Section106).

09.02 Statutory Exceptions – The copyright law provides for certain limited uses that do not require permission. These include the library exception (17 United States Code, Sections 108 and 109), the fair use exception (17 United States Code, Section 107), and the TEACH Act exception (17 United States Code, Section 110(2)).

Library Exception – 17 United States Code, Section 108, allows libraries to make copies of many, but not all, types of works for the following three purposes:

1) copies for preservation purposes;

2) copies for private study by users; and

3) copies for interlibrary loan services.

17 *United States Code*, Section 109, codifies the “first sale doctrine,” which provides that when an individual or institution, such as a library, buys a legally-produced copyrighted work, they may “sell or otherwise dispose” of the work, including lending or renting the work.

Fair Use – The fair use doctrine is codified in Section 107 of the Copyright Act, and is applied on a case-by-case basis using a four-factor analysis. To claim a fair use exception, Lamar University faculty, staff, and students must complete and retain a copy of the [Fair Use Checklist](http://libguides.lamar.edu/copyright1/fairuse) to document how they applied the following four factors:

1) purpose and character of use, including whether the purpose is commercial or nonprofit educational, and whether the character of the use is transformative;

2) nature of the copyrighted work, including whether the work is creative or factual and whether the work is published or not;

3) amount of the work, including quantity and substantiality of portion used in relation to the copyrighted work as a whole; and

4) effect of the use on the potential market, including potential financial loss to the copyright owner or the marketability of the work.

The U.S. Copyright Office provides more in-depth [guidelines](http://www.copyright.gov/fair-use/more-info.html) to help interpret fair use and establish a safe harbor by describing a minimal amount of usage that constitutes fair use.

TEACH Act Exception – In 2002, the Copyright Act was amended to include a limited exemption for certain specific instructional uses of copyrighted works. The exception applies only to some digital distance education courses offered through accredited nonprofit educational institutions. Some uses that do not fall under TEACH Act may be allowed as fair use. Due to the complexities of the TEACH Act, University faculty are advised to complete the [TEACH Act Checklist](http://libguides.lamar.edu/copyright1/teachact) in consultation with the Copyright Librarian to determine whether the TEACH Act or fair use is an appropriate exception.

09.03 Public Domain – Materials that are in the public domain can be freely used without permission since they are not protected by copyright. For more information on works in the public domain see the U.S. Copyright Office http://www.copyright.gov/pr/pdomain.html.

09.04 License Agreement – Some copyrighted works are made available through license agreements, in which case the terms of the agreement supersede the copyright law. Any materials offered subject to a license may only be used in accordance with the terms of the license. Types of agreements include Terms of Use, *Creative Commons License*, click-through agreements, and university-wide agreements with providers of electronic resources (e.g., library research databases, campus-wide software licenses, etc.). When using materials licensed by Lamar University, (e.g., licensed software, streaming video, images, etc.), users are expected to comply with all provisions of the agreement.

09.05 Requesting Permission – Permission from the copyright holder is required if none of the preceding exemptions or exceptions apply. Examples include the use of materials for commercial purposes or use of an entire work.

09.06 Online Tools and Services – Rights afforded under copyright law are protected regardless of the format or location of the work. Faculty, staff, and students shall ensure that any content placed within learning/course/content management systems (e.g., Blackboard, etc.) or Web 2.0/social media (e.g., YouTube, Facebook, Flickr, Twitter, Wordpress, Pinterest, etc.) adheres to copyright laws and the provisions of this policy.

10. ***VIDEOS AND STREAMING VIDEO***

10.01 Purchasing, renting, or borrowing a video or streaming video, normally allows personal use of the copy as long as the use is consistent with the distributor’s (e.g., Netflix) terms of use.

10.02 The use of university-produced videos is also subject to copyright protection and requires prior permission.

10.03 Other uses (e.g., distribution, display, duplication, creation of derivative works) are generally prohibited without permission or a license from the copyright owner.

10.04 Permission for public performance license is required for

1. performances in lounges, recreation areas, auditoriums, and public areas of residence halls and apartments, the Setzer Student Center, and similar buildings;
2. showing a video after using publicity to invite your audience to the showing (such as mass e-mails, flyers, or Web postings); and
3. charging admission to the performance or to an event in conjunction with the performance

10.05 The following are examples in which the showing of a legally-obtained video does not require permission or a public performance license:

1. showing a video to a small group of family or personal friends;
2. showing a video during “face-to-face” teaching activities in a classroom or similar place devoted to instruction, viewed only by the instructor and registered members of the course, and materially related to course needs (see 17 United States Code, Section 110(1));
3. showing a video that has an express license authorizing the particular manner of showing (some educational videos come with licenses to show them for certain noncommercial institutional purposes); and
4. showing a video that is in the public domain

10.06 Specific guidelines apply to the recording of programs for classroom instruction from television broadcast companies including: ABC, CBS, NBC, and PBS. These guidelines do not apply to the recording of cable television programs. Permission must be sought from the individual cable network or channel prior to using a recorded cable program for classroom instruction purposes

**11. MUSICAL PERFORMANCE**

11.01 The recording or performance of music could require permission for a public performance license.

11.02 The doctrine of "fair use," as detailed above, also applies to musical performances.

11.03 The TEACH Act provides specific exemptions for certain Non-Dramatic Musical Works

**12. LIVE PERFORMANCES**

12.01 The copyright law applies to live performances by musicians, as well as to video or audio recordings regardless of media, with the exception of the items listed below:

1. private performances; and
2. operating an ordinary radio or television in public.

12.02 The University has entered into agreements with licensing agencies enabling public performances on Lamar University premises, of non-dramatic musical works in the portfolio of each agency. The agreements require the University to furnish these organizations with documentation of musical works performed by the University or by organizations under its control.

12.03 Administrative heads must fulfill the terms and conditions of applicable licensing agreements, including any recordkeeping or reporting requirements.

**13. REPRODUCTION EQUIPMENT**

13.01 Reproduction Equipment – Equipment capable of reproducing copyrighted works is available to faculty, staff, and students in publicly-accessible areas throughout the University.

13.02 Notice of Copyright - must be posted in close proximity to all such self-service equipment or at the point of electronic access where reproduction takes place. The department responsible for the equipment is also responsible for posting the appropriate notice.

13.03 This notice should also be posted where appropriate in an online environment.

13.04 Examples of reproduction equipment are:

1. photocopiers;
2. printers;
3. microform printers;
4. computers;
5. analog and digital recorders (e.g., tape, CD, and DVD recorders) scanners; and
6. kiosks
7. cameras and cell phones.

**14. *COPYRIGHT LAW AND INFRINGEMENT***

14.01 Copyright infringement is the act of exercising one or more of the exclusive rights granted to a copyright owner without legal authority or permission. These rights include the rights listed in **Section 03.02, Ownership Rights**. Copyright infringement is a violation of federal law and University policy and can result in significant civil and criminal legal penalties.

14.02 Suspected infringements of copyrights owned by the University should be reported to the TSUS Office of General Counsel. Individuals who believe their own copyrights have been infringed should seek legal counsel.

14.03 Individuals who utilize the University’s network or other information resources to infringe the copyrights of others risk the loss of network access privileges. Repeat offenders are subject to additional disciplinary action up to and including expulsion or discharge. Unauthorized sharing of copyrighted digital materials (e.g., illegal peer-to-peer file sharing) violates the Digital Millennium Copyright Act (DMCA) and exposes the perpetrator to serious civil and criminal penalties. See Section 05 of [Appropriate Use Policy](http://www.lamar.edu/_files/documents/faculty_staff/it-services-support/policies/ITS%20Appropriate%20Use.pdf), and the University’s statement regarding Digital Copyright/P2P and File Sharing for additional information.

**15. GOVERNANCE**

15.01 Copyright Librarian. The Copyright Librarian provides expertise and support to the campus community on interpretation of copyright law, best practices, copyright education, assistance obtaining copyright permissions, and copyright policy development.

05.02 Dispute Resolution – Disputes over copyright ownership or use are first taken to the Provost and Vice President for Academic Affairs for resolution. If the matter is not resolved to the satisfaction of either party, the issue will be referred to the TSUS System Office.

16. **REVIEWERS OF THIS POLICY**

16.01 Reviewers of this policy include the following:

Position

Copyright Librarian, Mary & John Gray Library

Executive Director of Division of Distance Learning

Provost and Vice President for Academic Affairs

Date of Review: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

17. **CERTIFICATION STATEMENT**

This policy has been approved by the following individuals in their capacities and represents Lamar University policy and procedure from the date of this document until superseded.

President

Provost

Executive Director of Division of Distance Learning

Copyright Librarian, Mary & John Gray Library

APPROVED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Kenneth Evans, President

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The brief definitions for certain terms as they apply to copyright are taken directly from the Copyright Act or the U.S. Copyright Office’s regulations and are enclosed in quotation marks. Definitions that are not enclosed in quotation marks are not legal definitions but rather they are definitions taken directly from the Glossary document published by the U.S. Copyright Office online at [copyright.gov/comp3/docs/glossary.pdf](file:///\\fs02w8v\TSUS_OGC\Lamar%20University\Policies\Copyright%20Policy\copyright.gov\comp3\docs\glossary.pdf) [↑](#footnote-ref-1)