

University Policy 3.03.04**Intellectual Property, Curriculum****Revised Policy Approval Date: May 22, 2007****Revised Policy Effective Date: June 1, 2007****Revised Procedure Approval Date: May 22, 2007****Revised Procedure Effective Date: June 1, 2007****POLICY STATEMENT**

All right, title, and interest in and to the work, including all copyrights and other intellectual property rights, belong solely to Capella University (except for embedded materials, which are addressed in the procedures of this policy). If you are a Capella employee, the work is a work-made-for-hire by virtue of your employee status, creating the work in the scope of your employment, and as such, Capella is the owner of the work's copyright. If you are not a Capella employee, then the work is specially commissioned and a work-made-for-hire. Pursuant to the terms of your contract with Capella, Capella is the owner of the work's copyright. Capella's ownership rights and intellectual property guidelines for developing or revising courses and related materials, including audiovisual components, are described in the procedures of this policy.

RATIONALE

This policy describes Capella University's position on intellectual property; specifically, developing and revising courses and related course materials.

DEFINITIONSWork/"The work"

Work and "the work" refer to the particular course content being developed and/or revised (together with any performances or appearances made therein).

You/Your

"You" and "your" refer to each individual who is developing work for Capella.

PROCEDURES**I. Scope**

- A. These intellectual property content guidelines govern intellectual property and associated issues related to the development and revision of content for Capella (e.g., new courses, course updates, videotapes, appearances, and performances). These intellectual property content guidelines are incorporated by reference and are an integral part of the contract related to your development and/or revision of content for Capella (your "contract").
- B. Capella owns the intellectual property in the work.

II. Ownership of the Work

A. The work is specially commissioned and in most cases, is an instructional text and/or an audiovisual work. All right, title, and interest in and to the work, including all copyrights and other intellectual property rights, belong solely to Capella (except for embedded materials, which are addressed below).

B. Employees

If you are a Capella employee, the work is a work-made-for-hire by virtue of your employee status, and as such, Capella is the owner of the work's copyright.

C. Non-Employees

If you are not a Capella employee, the work is specially commissioned and is a work-made-for-hire. Pursuant to the terms of your agreement with Capella, Capella is the owner of the work's copyright.

D. Assignment of Work

1. All individuals hired to prepare materials for Capella shall be expected to cooperate with and assist Capella—at Capella's expense but without any additional compensation—in establishing, maintaining, and protecting Capella's rights and ownership of the work, including executing any documents reasonably requested by Capella.

2. Terms relative to California

Notwithstanding the foregoing paragraph, if you are not a Capella employee and the first paragraph of your contract indicates that you reside in the state of California, then the work is not a work-made-for-hire. Capella expects that you assign the work's copyright to Capella.

III. Embedding and/or Referencing Materials

A. Embedding and/or Referencing Your Own Materials

1. When preparing the work, you may want to embed (i.e., include within) or refer to (i.e., cite to an article in an academic publication or a link to a website) materials for which you own the copyright and/or other intellectual property rights.

2. Identification of your embedded materials

When delivering the work to Capella, you shall clearly identify in writing which materials (if any) are your embedded materials. If you fail to identify any portions of the work as your embedded materials at the time of delivery, then such materials shall not be considered your embedded materials and shall be conclusively deemed to have been developed by you for Capella under the contract, and as such, all intellectual property rights therein shall be owned by Capella.

3. License to use your embedded materials and referenced materials

With respect to your embedded materials and referenced materials, you hereby grant Capella a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right and license to use, reproduce, publish, translate, create derivative works of, distribute, perform and display such materials (in whole or in part) worldwide and/or to incorporate them in other works in any form, media, or technology now known or later developed, solely in connection with providing the course related to the work (since the course and/or the work may be updated from time to time).

- B. Embedding and/or Referencing Third-Party Materials
1. When preparing the work, you may want to embed or refer to materials for which a third party owns the copyright and/or other intellectual property rights.
 2. Identification of third-party embedded materials
When delivering the work to Capella, you shall clearly identify in writing which materials (if any) are third party embedded materials.
 3. License to third-party embedded materials
Prior to using any third party embedded materials in the work, you shall procure for Capella, at no additional cost, a license for such materials (using Capella's standard written forms) sufficient to allow Capella to use the work in the intended manner.
- C. Warranties
You represent and warrant that: a) your embedded and/or referenced materials, and to the best of your knowledge any third-party embedded and/or referenced materials, do not violate or infringe any right, including any copyright or right of privacy, of any third party or contain any defamatory material or any injurious instructions; b) the work (except for any embedded materials) is wholly original; c) the work (except for any embedded materials) has not been previously published; and d) you have identified to Capella in writing all embedded materials (owned by you or by a third party) by no later than when you deliver the work.
- D. Capella-Provided Materials
If Capella provides you with materials in connection with your developing and/or revising the work, Capella grants you a limited, nonexclusive right and license to use such materials solely for the purpose of rendering services to Capella under your contract. Such limited right and license shall extend to no other materials or for any other purpose and shall terminate automatically upon notice from Capella and, in any event, upon completion of the services under your contract. Capella shall retain all right, title, and interest, including all copyrights and other intellectual property rights, in and to Capella's materials that are used to develop or are embedded in the work.

POLICY OWNERS

Academic Owner: University General Counsel

Operations Owner: University General Counsel

RELATED DOCUMENTS

University policy 3.03.03 Use of Confidential Information

REVISION HISTORY

Original Policy Approval Date: July 27, 2002

Administrative edits as result of ongoing review: 1-30-07; 2-22-10; 5-17-11; 7-1-18; 4-1-25