

## 1. PURPOSE

Subject to and consistent with Chapter III, Section 11 of the Texas State University System (TSUS) Rules and Regulations, Sam Houston State University (University or SHSU) is committed to fostering the creation and dissemination of knowledge and providing certainty in individual and institutional rights associated with ownership, acknowledging the benefits which may be derived from the creation of intellectual property.

## 2. SCOPE

- 2.01 Creating, preserving, and disseminating knowledge are fundamental to the mission of SHSU. The University affirms its commitment to the principles of academic freedom, including those of the SHSU faculty, staff, and students in matters of copyrighted works, through a fair and reasonable balance of rights and interests among creators, users, and the University.
- 2.02 SHSU recognizes that research and scholarship by its faculty, staff, and students will result in scholarly publications, instructional materials, data, and other works with potential societal benefit and market value, and this policy applies to all such Copyrighted Work.
- 2.03 This policy applies to all University faculty, staff, students and to anyone using SHSU resources or under the supervision of SHSU personnel. All SHSU 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.
- 2.04 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 TSUS Rules and Regulations Chapter III, Section 12, et seq., and SHSU APS 230301, *Inventions, Discoveries, and Patents*.
- 2.05 The TSUS Rules and Regulations shall govern in the event of any actual or perceived conflict with any provision of this policy.

## 3. DEFINITIONS

- 3.01 Copyrighted Work – an original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device,

including but not limited to, books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, and pictorial and graphical works. A copyrighted work may be the product of a single author or group collaboration.

- 3.02 Creator – an individual who invents, discovers, authors, or otherwise develops intellectual property in the form of written works, sound recordings, paintings, renderings, drawings, photographs, software, etc.
- 3.03 Creative Commons License –a copyright license that provides for the distribution of Copyrighted Work by allowing a Creator to give others the right to share, use, and/or build upon a work that they have created.
- 3.04 Derivative Works – a copyrighted creation based on pre-existing works, including an adapted form of an original work, on the permission of the owner of the copyright of the original Copyrighted Work.
- 3.05 Directed Work – a directed work is one that is created as a part or in fulfillment of a direct assignment or request from a university authority (see also 3.29 Work for Hire).
- 3.06 Instructional Materials – works delivered face-to-face or across a network using traditional technologies (e.g., printed text and photographs, microformats, analog recordings, etc.) or newer and evolving technologies (e.g., courseware, streaming audio/video, websites, computer software, virtual reality simulations, etc.), and combinations of the above that are prepared or produced in whole or in part by an instructor to assist or enhance student learning.
- 3.07 Joint Works – intellectual property that is the result of contributions made by more than one creator or author.
- 3.08 Non-Directed Work – a Non-directed work results from the creator's own initiative and independent efforts. The general obligation of faculty to produce scholarly works does not constitute a directed assignment and works created under that general obligation are non-directed. Similarly, works created by students to satisfy academic program requirements are typically non-directed, whereas works created by student employees to satisfy student employment work or job assignments are considered to be directed works.
- 3.09 Permission – express written authorization from a copyright holder to engage in one or more of the rights reserved to the creator under copyright law. Depending on the type of work, a number of organizations exist to help individuals obtain copyright permissions. Obtaining permission to use copyrighted material may require payment of a fee.

- 3.10 Royalties – a payment made to a copyright owner for the privilege of using of copyrighted work.
- 3.11 Scholarly – having or displaying advanced knowledge or education especially when focused in a relatively narrow field of inquiry. In the academic world, scholarly work is typically reviewed by experts in the field.
- 3.12 Software – programs, routines, and symbolic languages that control the functioning of computer hardware and direct its operation.
- 3.13 Sponsorship – the provision of resources, including but not limited to funds, property, facilities, equipment, or staff, as defined by an agreement explicitly to enable the creation of a copyrighted work.
- 3.14 SHSU Resources – funds, space, equipment, facilities, or personnel (employees and contracted staff) administered by SHSU in the fulfillment its mission. These resources are considered substantial if they exceed the resources routinely used by an individual in their university role, and include: (i) the purchase of special software, databases, or equipment beyond that which is normally needed for the individual’s university duties; (ii) the use of university instructional design resources beyond that which is normally needed in the creation of an on-line course or program such as SHSU Online recording assets, facilities, or production personnel; or (iii) receipt of a special monetary award from the University explicitly for the creation of the work. Office space or library facilities are not considered substantial unless they exceed the amount normally afforded to an individual in performance of his or her assigned University duties.
- 3.15 Work – an original expression, fixed in a tangible form, including print, analog or digital recording, that may be entitled to copyright protection.
- 3.16 Work for Hire – a work produced either by an employee under written agreement and outside the scope of employment or by an independent contractor under a written agreement defining the terms of sponsorship. Also referred to as “directed work. This definition does not include works created by faculty or staff on their own initiative and own time without the use of substantial SHSU Resources.

#### 4. OWNERSHIP AND ROYALTIES

- 4.01 SHSU’s copyright ownership policies are derived from the TSUS Copyright Policy, more specifically Chapter 11, Section 11 of the TSUS Rules and Regulations, the TSUS Rules and Regulations.

- 4.02 Ownership Rights – The owner of a copyright has exclusive rights to do and authorize any of the following:
- a. reproduce the copyrighted work in any and all forms or media;
  - b. prepare derivative works based upon the copyrighted work;
  - c. distribute copies of the copyrighted work to the public;
  - d. perform the copyrighted work publicly;
  - e. display the copyrighted work publicly; and
  - f. in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.

The owner of a copyright can set the levels of permissions.

- 4.03 Neither the medium (e.g., paper, digital, or analog recording, etc.) nor the delivery mechanism (e.g., over the internet at a distance, classroom face-to-face, etc.) are relevant in determining ownership rights. Copyright protection exists automatically for original works fixed in any tangible medium. The owner of the copyright determines whether to register the copyright and enforce ownership rights.
- 4.04 General Ownership Provisions – Copyright ownership claims are determined by the specifics of each case. Thus, ownership provisions of this policy should be supplemented with specific written and signed agreements, especially for works:
- a. involving multiple or joint creators or contributors;
  - b. involving creators or contributors from outside the SHSU community;
  - c. that may result in significant revenue to the creators, contributors, or the university; and
  - d. having special, historical, or promotional significance to the university.
- 4.05 In the absence of separate written agreements, multiple factors interact to determine ownership of the work, including affiliation of the creator, nature of the work, and extent that university resources were used in creating the work (see Copyright Ownership Decision Table for a Decision Table that illustrates how these factors interact in determining ownership).

- 4.06 Faculty and Staff Works – Nothing in this policy precludes Creators, including faculty, staff, and/ or students, from entering into written agreements at any time, with each other (for Joint Works) and with the University, to define their respective rights in created works. Such agreements may define ownership, use, licensing, or sharing of licensing revenues. The creator of a work may not enter into written agreements with third parties concerning the work unless the creator is a copyright owner of the work. If the University owns the copyright in the work, only the University can enter into an agreement with third parties concerning the work. The Provost & Senior Vice President for Academic Affairs, or designee, will sign any agreements in which the University is a copyright owner on behalf of the University. See the TSUS Rules and Regulations, Chapter III, Section 11 for additional information.
- a. Faculty, Staff, and Student Employee Works – SHSU faculty and staff own the copyright of works they create on their own initiative and own time without the use of substantial SHSU resources.
- (1) Consistent with academic tradition and TSUS Rules and Regulations, SHSU grants to its employees the copyright ownership of works they create within the scope of their employment in fulfillment of their teaching and scholarly responsibilities. SHSU retains shop rights, a non-exclusive, non-transferable, perpetual, and royalty-free license to make educational use of such works.
- (2) SHSU owns the copyright of works created by employees in response to a direct assignment or commission from a University authority. Such works are considered works for hire and shall have terms established in a written agreement. The general and ongoing obligation of faculty or staff to produce scholarly works does not constitute Directed Work. Any work created under that obligation or without a written agreement specifying copyright ownership is non-directed work, and its copyright is granted to the creator. Employees with concerns about ownership provisions should consider adoption of separate written agreements.
- (3) Student employees may consult with SHSU Student Legal & Mitigation Services.
- b. Student Works – Students own the copyright of their works created in their role as a student, including but not limited to research papers, essays, theses, dissertations, published articles, and recordings of performances. The student creator of a copyrighted work will determine whether to register the copyright or enforce their rights to the work. Except as provided elsewhere in this policy, faculty, staff, and other students must obtain permission from a student creator before using the student's copyrightable work. Before students and faculty collaborate on work, they are encouraged to enter into written agreements

defining their respective rights in the created work, including work not covered by copyright and patent, such as data sets. Students own their work whether it is a directed or nondirected work.

- c. Joint Works – Two or more individuals create a joint work when their contributions are inseparable, interdependent, and intended to create a single work. The copyright to a joint work is jointly owned by the contributors. Each contributor 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. There is never a joint work created with the university unless there is a separate agreement created to do so.
- 4.07 Separate Sponsorship Agreements – The University may contract with individual faculty, staff, students, or other individuals to create specific directed works. All such agreements shall be in writing, approved, and signed by authorized university officials. The university shall own the copyright of such works unless the agreement specifies otherwise.
- 4.08 Ownership of works developed under or pursuant to a grant, contract, or other sponsored support agreement between the institution and a third party shall be determined by the terms of the agreement. In the absence of such an agreement, or if the agreement is silent as to copyright ownership, ownership shall default to the university or the creator as outlined in 4.05. Creators shall work with the university to clearly document ownership of works. The agreement should grant the university a non-exclusive educational license that allows the university to use the work and share royalties paid by other parties that license the work.
- 4.09 Many sponsors require the University to license sponsored work with an open license. If the sponsoring agreement is silent about the choice of license, creators of University owned work may license this work with a Creative Commons open license, such as CC BY 4.0 or CC BY SA 4.0, or any other open license that operates with similar restrictions, at their discretion. Software creators should instead consider open license options, such as [Apache](#), [MIT](#), or [GNU](#).
- a. CC BY 4.0 (<https://creativecommons.org/licenses/by/4.0/deed.en>) – This license allows the user to:
    - (1) Share – copy and redistribute the material in any medium or format; and
    - (2) Adapt – remix, transform, and build upon the material for any purpose, even commercially.

The licensor cannot revoke these freedoms if the user follows the license terms. Those terms are:

- (3) Attribution – The user must give appropriate credit, provide a link to the license, and indicate if changes were made. The user may do so in any reasonable manner, but not in any way that suggests the licensor endorses the user or their use.
- (4) No additional restrictions – The user may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

- b. CC BY SA 4.0 (<https://creativecommons.org/licenses/by-sa/4.0/deed.en>) – This license allows the user to:

- (1) Share – copy and redistribute the material in any medium or format; and
- (2) Adapt – remix, transform, and build upon the material for any purpose, even commercially.

The licensor cannot revoke these freedoms if the user follows the license terms. Those terms are:

- (3) Attribution – The user must give appropriate credit, provide a link to the license, and indicate if changes were made. The user may do so in any reasonable manner, but not in any way that suggests the licensor endorses the user or their use.
- (4) No Additional Restrictions – The user may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.
- (5) ShareAlike – If the user remixes, transforms, or builds upon the material, the user must distribute contributions under the same license as the original.

- 4.10 Provisions Specific to Instructional Materials – Copyright ownership of instructional materials and courseware created by faculty and others conforms to the ownership provisions contained in Sections 04.05 of this policy and in Chapter III, Section 12, of the TSUS Rules and Regulations. Any deviation from the ownership rules in this section requires a separate written agreement with the University.

- a. University Retains License to Use Instructional Materials – An employee creator or former employee creator shall take no action that limits the University's right to use Instructional Materials. In the interest of preserving continuity of instruction, SHSU retains a non-exclusive, non-transferable, perpetual, and royalty-free license to reproduce and otherwise use the materials in teaching SHSU's courses on or off campus, regardless of medium or delivery mechanism.
  - b. Revision, Disposal, or Withdrawal of Instructional Materials – If SHSU has an ownership interest in Instructional Materials, the materials shall not be destroyed, withdrawn, or withheld without the prior consent of SHSU.
- 4.11 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. The University will not withdraw or discontinue use of any materials if that action would violate the terms of any licensing or other agreement relating to the materials.
- 4.12 Royalties and Other Revenue – SHSU's Intellectual Property Committee will oversee the ownership provisions of this policy and ensure their equitable application university-wide. The SHSU Office of Research Administration (ORA) and Office of Research and Sponsored Programs (ORSP) will be responsible for the receipt and distribution of royalty income and provide the Intellectual Property Committee with an annual report on the royalty income upon request. In the absence of a specific agreement, royalties and other revenue that accrue from the commercialization of a work will be distributed as specified in Chapter III, Section 11.3, of The TSUS Rules and Regulations. For any work solely or jointly owned by the University:
- a. the University shall not pay any royalty, license fee, or other compensation to the creators of a work in return for use of the work;
  - b. revenue from the sale, license, lease, or use of the work will normally be shared by the creator and the University. The revenue received by the University will, in most instances, be distributed under a formula of 50 percent to the creators and 50 percent to the University. The ORSP shall retain SHSU's 50 percent for use in furthering commercialization activities. Any distribution that grants the creators more than 50 percent of revenue requires approval by the TSUS Board of Regents;
  - c. in instances of joint ownership among multiple, individual creators, and the University, the individual creators shall determine the division of the non-university share by written agreement; and



- d. license agreements for university-owned works with outside entities shall be negotiated and administered by the Office of Research and Sponsored Programs.

4.13 The University President, or designee, may release to the creator any copyrights owned by the University. SHSU shall reserve the right to share in any revenues derived from copyrighted material that has been released to the creator. The release letter shall state the University share, but it may never exceed three percent of net revenue. SHSU reserves the right to use copyrighted material previously released to the creator for educational purposes. In such cases, the creator shall be responsible for submitting an annual royalty income report to the Intellectual Property Committee. The Chief Research Officer shall be responsible for tracking released copyrights.

## 5. USE OF COPYRIGHTED WORKS

5.01 APS 891208 – Use of Copyrighted Material governs the use of Copyrighted Works.

## 6. GOVERNANCE

6.01 In collaboration with the University copyright officer, the Office of Research and Sponsored Programs and the Texas State University System Office of General Counsel provide support to the University relating to the interpretation of copyright law, best practices, copyright education, assistance obtaining copyright permissions, and copyright policy development.

6.02 An Intellectual Property Committee will be appointed by the President or their designee, and the membership of this committee will include the University Copyright Officer or their designee. The committee will:

- a. advise University faculty, staff, and students on copyright ownership and use compliance issues;
- b. gather and review relevant information, hear, and recommend resolution of disputes involving copyright issues;
- c. consult The Texas State University System Vice Chancellor and Office of General Counsel as necessary to solicit assistance in making decisions regarding the application of copyright law

6.03 Dispute Resolution – Disputes over copyright ownership are first taken to the Office of Research and Sponsored Programs for resolution. If the matter is not

resolved to the satisfaction of either party, the issue may be referred to the Intellectual Property Committee. If the matter is not resolved by the committee, it may be appealed to the Provost and Senior Vice President for Academic Affairs, who will make the final decision in consultation with appropriate University administration leadership and Office of General Counsel. All student-to-student disputes involving copyrights will be resolved by the Intellectual Property Committee.

APPROVED: <signed>  
Alisa White, Ph.D., President

DATE: 9/26/2025

#### CERTIFICATION STATEMENT

This academic policy statement (APS) has been approved by the reviewer listed below and represents SHSU's Division of Academic Affairs' policy from the date of this document until superseded.

|           |                          |               |             |
|-----------|--------------------------|---------------|-------------|
| Original: | March 1, 2023            | Review Cycle: | Five years* |
| Reviewer: | Academic Affairs Council | Review Date:  | Fall 2030   |

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| Approved: | <u>&lt;signed&gt;</u>                                                             | Date: | <u>9/26/2025</u> |
|           | Sumanth Yenduri, Ph.D.,<br>Provost and Sr. Vice President<br>for Academic Affairs |       |                  |

\*Effective January 2018, Academic Policy Statements will be reviewed on a rotating 5-year schedule. To transition to a distributed review load, some policies may be reviewed prior to the 5-year timeframe, with subsequent reviews transitioning to the 5-year schedule.