

Interpretation of the Duke University Policy on Intellectual Property Rights as it relates to online courseware.

1. Definitions

- a. The term internet courseware, as used in this interpretation, refers to any fixed audio/visual work or sound recording that is created for, based on, or adapted or derived from a Duke-sponsored internet distance education course of any type. internet courseware may include recorded lectures, presentation slides, videos and video clips as well as other works to which copyright adheres. Material created for online use by students enrolled in courses that meet for regularly scheduled face-to-face class sessions is not included in this definition unless it is used in an internet course.
- b. The term creator refers to the person or persons, including students, faculty and staff, who would be the owner(s) of copyright in a specific piece of internet courseware through the application of the Copyright Law of the United States (Title 17 of the U.S. Code) if that piece of courseware were not a work made for hire. This interpretation does not have any reference to third-party materials that are incorporated into courseware.

2. General principles

- a. The Duke University Policy on Intellectual Property Rights, including the license allowing all members of the Duke community to make “all traditional, customary or reasonable academic uses” of course content, applies to all Duke community members, whether they are teaching on campus, off campus or online.
- b. This interpretation affirms the general principle of individual ownership expressed in section I(A) of the Policy on IP Rights.
- c. This interpretation affirms that section IV(B) of the IP Rights policy concerning conflicts of interest applies in its entirety to creators of internet courseware.

3. Courseware and Clause II(A)3 of the IP Rights Policy

- a. In the absence of a written agreement, and regardless of whether or not an internet courseware creator receives support for the internet course from the University, section II (A)3 concerning works made for hire shall not apply to that courseware. When a separate, written agreement between a creator and the University that

determines the question of ownership has been negotiated, however, that agreement shall have effect.

4. Courseware and Clause III(B) of the IP Rights Policy

- a. The license created by section III(B) of the IP Rights policy for “traditional, customary or reasonable uses” will be deemed to arise in regard to internet courseware in its entirety. In addition, the following special terms apply to this license in internet courseware:
 - i. Any and all revenues generated by courses in which the internet courseware is used, other than direct tuition payments made to the University, will be subject to cost recovery and profit sharing arrangements between the creator(s) and the University, the policy for which will be determined by the Provost in consultation with the Executive Committee of the Academic Council.
 - ii. Attribution rights will be respected whenever the internet courseware is used, regardless of whether or not the creator remains a member of the Duke community. Attribution shall be given for all such uses to both the creator(s) and the University.
 - iii. In accordance with section IV(B) of the IP Rights policy concerning conflicts of interest, reuse of the internet courseware on non-Duke platforms or in association with any institution with which the University does not have a formal agreement will be subject to the approval process described therein. This process shall also be used to seek approval whenever a third-party, not subject to the IP Rights Policy and this interpretation, is expected to make a contribution to the courseware. The revenue-sharing provisions in section 4(a)(i) of this interpretation shall also apply in those situations.
 - iv. Revisions of the courseware carried out by anyone other than the creator(s) shall be approved by those creators.