

"Boats Against the Current:"
Students' IP Rights, University Policy, and
Next-Generation Social Networking

Michael Neuman
Georgetown University

© Monopoly: Playing the Innovation Game
University of Maryland University College
May 29, 2008

"So we beat on, boats against the current, borne
back ceaselessly into the past."
- F. Scott Fitzgerald

Universities update policy in the face of change,
but the pace of change, esp. in technology,
renders obsolete our new policies and our
assumptions about the scope of authors' rights.

Outline

- Support services provide a Distant Early Warning (DEW) Line for challenges to University copyright policy.
- Even now, in the copyright sections of University Intellectual Property policy, many issues (esp. student rights) are often obscure.
- New challenges to policy and practice will emerge from the next-generation of social networking services.

Support Services as DEW Line: Faculty Use of Others' Resources

For example,

- Conversion of videotape formats
- Use of media in distance ed & hybrid courses
- Use of snippets from an encrypted DVD
- Rights to YouTube videos and other Internet resources

Support Services as DEW Line: Faculty Rights to their Academic IP

For example,

- Faculty rights to material in a course management system
- Ownership of audio and video recordings of class sessions
- Ownership of learning materials developed in collaborations of faculty & support staff

Support Services as DEW Line: Students' Rights to their Academic IP

- May student materials remain on a publicly available course site beyond term's end? As positive examples for the benefit of future classes? What if the site is password-protected within a course management system?
- What is the status of material in a student's e-portfolio (maintained on university servers) after he or she has left the university? What if the e-portfolio is required by an academic department? Mandated by an accreditation agency?
- Public access to electronic theses and dissertations (ETDs) brings favorable publicity to a university department. Can a student choose to remove a thesis from the repository? Deny public access?

Student Rights to Academic IP

Princeton

- “All faculty members, employees, and students . . . agree to handle material subject to copyright as follows:
- 4. The University shall not, except as provided by the specific contract between the author and the University, claim any equity in or right to the copyrights in material other than that covered by paragraphs 1, 2, and 3 above [specific contract, normal teaching and research of faculty, and outside sponsorship].”

Student Rights to Academic IP

Texas Christian

- “Except as set forth below, the creator of copyrightable intellectual property shall retain his/her rights, and the university shall not assert ownership rights.
- Creators will be expected to grant non-exclusive, royalty-free, perpetual licenses to the University for copyrightable material that is developed for University courses or curriculum, so that the University’s continued use of such material for educational purposes would not be jeopardized.”

Student Rights to Academic IP

MIT

- “Students should also be recognized as creators and authors of their own material. The academic and financial rights of students should be honored in the creation and dissemination of educational materials.
- Students will own the copyrights to theses not within the provisions of a) and b) [funded research & university resources] above; however, software code, patentable subject matter, and other Intellectual Property contained or disclosed in the theses are subject to the significant use policy set for . . . above.”

Student Rights to Academic IP

Minnesota State Colleges and Universities

- “Scholarly works [creations that reflect research, creativity, and/or academic effort] are owned by the student who created the work, except as otherwise noted in the policy.
- Encoded works [creations that are software and other technologies for the electronic capture, storage, retrieval, transformation, display, or transmission of information] are owned by the student who created the work, except as otherwise provided in the policy.”

Student Rights to Academic IP

Penn State, “Faculty Guidance on Student IP Rights”

- “If any student, grad or undergrad, taking any course for credit develops IP, the IP belongs to the student and an IP assignment is not required
 - no matter who paid for the course
 - not including “research courses” for graduate theses
 - without regard for whether they are graduate students or undergraduates.
- If graduate students are doing any research in a University facility, all IP belongs to the University and an IP assignment agreement is required.”

Student Rights to Academic IP

Illinois Institute of Technology, Info. Tech. & Management

- “As a general rule, intellectual property created and submitted in fulfillment of assignments in the Information Technology and Management degree program remains the intellectual property of the student; if no license is included, the assignments are copyrighted under the provisions of the Berne Copyright Convention and distribution is subject to ordinary copyright law.
- This means that there may be no redistribution or re-use of the material submitted in fulfillment of assignments without the express consent of the copyright owner—the student.”

Student Rights to Academic IP

Illinois Institute of Technology (cont.)

- "Because it is necessary to maintain files of student work for normal administrative and pedagogical purposes, such as accreditation requirements, the Center for Professional Development asserts a right to retain possession of student work, but retention of student work for these purposes is not an assertion of ownership.
- IIT owns the answers and questions on tests and examinations, unless otherwise indicated by the course instructor. There are too many possible variations on how intellectual property may be handled for full inclusion here, but in general the following policies will apply."

Student Rights to Academic IP

Illinois Institute of Technology (cont.)

- "Requests for Assignments of Rights
As many student projects are ongoing from term to term, and since faculty members would like to be able to present examples of superior student work, faculty members may request an assignment of rights for re-use or redistribution of student work from students, but students are not expected or required to assign any rights, and the refusal to assign rights may not be prejudicial to the student in any way. To ensure any consent granted for re-use or redistribution of any student work is clearly unequivocal, such rights must be granted in writing by the copyright owner."

Student Rights to Academic IP

Georgetown

- Definition of "covered individuals:" "For purposes of this policy, any Georgetown University employee, (including without limitation faculty, administration, and staff members) or any student or fellow, who is engaged, whether or not for compensation, in University research work from which an invention or copyrightable work is developed."

Student Rights to Academic IP

Georgetown

- "The University makes no claim of ownership to works, regardless of their form of expression, created by students working on their own, outside of an employment relationship with the University. However, as a condition of matriculation and in accord with academic tradition, the University reserves the right to make all traditional, customary, and reasonable uses of dissertations, works prepared for classes, and works prepared for student organizations and activities as needed for the academic, research, and archival purposes of the institution."

At the Intersection of Policy & Procedure

- "Student rights" was the most problematic section for the GU copyright committee.
- What IS needed for the academic, research, and archival purposes of the institution?
- There was no consensus about a statement encouraging faculty to obtain student permissions for future use.
- The committee shifted the burden from policy to procedure; a mechanism for informing students about this and other relevant policies is being created by Office of Provost.

Next-Gen Social Networking Services: Looming Challenges

- Originally: personal content, external to the university, few policy implications
- More recently: adapted for use in academic and extracurricular settings
- Coming soon: university branding and academic services

Next-Gen Social Networking Services: Looming Challenges

Consider a service providing . . .

- Aggregation of social networking content
- Access by single username and password
- University-specific branding
- Interoperability with social networking sites
- Ample storage per student
- Collection-wide tagging and searching
- External hosting and support from vendor
- Synchronization with Blackberries, iPods, etc.
- Free service, supported by advertising
- Plus . . .

Next-Gen Social Networking Services: Looming Challenges

Academic components:

- E-portfolio apparatus
- Sharable space for group projects
- Digital rights management via tokens
- Personal file storage and management

With

- Standard social networking usage policy

Usage Policy: Turnitin

- "You grant iParadigms a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, and otherwise use your Communications on the Site or elsewhere for our business purposes.
- We are free to use any ideas, concepts, techniques, know-how in your Communications for any purpose, including, but not limited to, the development and use of products and services based on the Communications."

Usage Policy: Google's GMail

- "By submitting, posting or displaying the content you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence [sic] to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. . . .
- You agree that this licence includes a right for Google to make such Content available to other companies, organizations or individuals with whom Google has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services."

Next-Gen Social Networking Services: Looming Challenges

- The bulk of the content in a student's account is likely to be personal and non-academic, and students are entitled to approve a clickwrap agreement, as one does in electing a Turnitin, GMail, or Yahoo email account.
- But for University-branded services that provide academic functions along with the social ones and that welcome course-related content included into the collection, the current paradigm of "usage policy" is likely to result in further complications to the already vexed issue of student rights to their academic IP.

Michael Neuman (ret.)
Senior Fellow for Scholarly Initiatives
University Information Services
Georgetown University
neuman@georgetown.edu
