



Inter American University of Puerto Rico

INTER AMERICAN UNIVERSITY OF PUERTO RICO COPYRIGHT GUIDELINES AND REGULATIONS

NORMATIVE DOCUMENT G-0610-034

Introduction

The Inter American University of Puerto Rico recognizes its responsibility to take measures that guarantee the rights protected by intellectual property and copyright laws.¹

It also recognizes that technological issues and the dissemination of knowledge by electronic means require efforts to protect intellectual work, regardless of the means in which it is expressed.

These guidelines and standards are proposed to offer the necessary guidance on the rights of protection, publication, and disclosure of the intellectual work of anyone who is the owner of a creative work, as well as the responsibilities and rights of the members of the university community in this regard.

I. Legal base

These guidelines and standards are established by virtue of the authority conferred on the President of the University by the Board of Trustees in the University Statutes and are based on the policy established by the Board of Trustees in the Institutional Guidelines and Standards for Appropriate Use of Information Technology, Computerized Information Systems and Telecommunications; and the Policy and Norms for the Administration of Computer Programs ((*Software*)).

In addition, they are in harmony with applicable international, federal, and state laws governing copyright protection, including:

- 1.1 Article 1, Section 8 of the Constitution of the United States of America.
- 1.2 Federal Copyright Act of 1976 ("Copyright Act of 1976, 17 U.S.C., 101 et seq.").

For the purposes of this document, copyright refers indistinctly to moral and patrimonial rights.

President's Office

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- 1.3 Act Number 96 of July 15, 1988 (as amended), known as the Puerto Rico Intellectual Property Act.
- 1.4 The Digital Millennium Copyright Act of 1998.
- 1.5 The Technology Education and Copyright Harmonization Act of November 2002 (TEACH).
- 1.6 Revised sections 110(2) 112(f) of the Federal Copyright Act.
- 1.7 "Higher Education Opportunity Act of 2008 (HEOA)" (Pub. L. 110-315). Final Regulations, October 29, 2009 (74 FR 55902).

II. Purpose

These guidelines and standards are established for the purpose of guaranteeing the rights and responsibilities that members of the university community and the institution have with respect to intellectual property and copyright laws, including the right to receive income and other tangible benefits.

- 2.1 Orient the university community on the rights protected by the Copyright Laws applicable in this jurisdiction.
- 2.2 To provide guidance on how to protect a creative work, thus avoiding infringement of the author's or owner's rights.
- 2.3 Support the Institutional Plan to combat the unauthorized distribution of material protected by copyright law and provide guidance to the university community on the application of said legislation, as well as establish an information system to discourage and prevent violations of the provisions of this document and applicable legislation.
- 2.4 Establish disciplinary actions for non-compliance with the provisions of this document and applicable legislation.

III. Scope

These guidelines and rules apply to anyone in the University community who produces, receives, or uses any material covered by copyright law, regardless of the medium in which it is found, which includes:

- 3.1 Full-time faculty, part-time faculty, adjunct faculty and visiting faculty of the University.
- 3.2 University lecturers, researchers, and technicians.
- 3.3 Non-teaching employees and administrative personnel of the University and its university enterprises.
- 3.4 Any person using the physical facilities of the University or its university enterprises under the supervision of university personnel.
- 3.5 Undergraduate and graduate students, including those from professional schools (Law and Optometry).
- 3.6 Students while doing internships at centers outside the University.
- 3.7 Members of the Board of Trustees.
- 3.8 Any natural or legal person hired by the University.
- 3.9 Visitors using equipment, including computerized equipment owned by the University

These guidelines and standards shall be part of the University's terms and conditions of employment and hiring, including those of students who are employees. In addition, they will also be part of the students' responsibilities to maintain their bona fide status.

IV. Definitions

For the purposes of this normative document, the following terms or phrases shall have the following meanings:

- 4.1 Author - one who can prove to be the creator of the whole or part of the work, thus receiving the protection of copyright laws.
- 4.2 University community - at the Inter American University the faculty, lecturers, researchers, technicians, students and teaching and non-teaching employees and members of the Board of Trustees.

- 4.3 Copyright - a set of rules and provisions regulating the moral and economic rights granted by law to authors for the creation of a literary, artistic, or scientific work, whether published or unpublished.
- 4.4 Reproduction rights - legal basis that allows the author of the work to prevent third parties from making copies or reproductions of his works.
- 4.5 Economic or patrimonial rights - rights that an author or owner has, to obtain economic benefit from their work, including:
 - 4.5.1 right to reproduce the work by any means
 - 4.5.2 right to distribute the work by any means
 - 4.5.3 right to make derivative works of the original work
 - 4.5.4 rights to exhibit, present, perform, or interpret the work in public
 - 4.5.5 the right to sell, lend, rent, donate, or otherwise dispose of the economic rights to the work.
- 4.6 Moral or extra-patrimonial rights - those rights that allow the author of a work to defend, among other things:
 - 4.6.1 the attribution of its author, her reputation and prestige
 - 4.6.2 the right to the dissemination of his or her work
 - 4.6.3 the integrity of his work, even to withdraw it from the public when it has been altered without his authorization, as long as it does not prejudice the legitimate right acquired by third parties.
- 4.7 Work - an author's original work, fixed or embodied in a tangible medium.
- 4.8 Intellectual property - original interpretation or creation by the author of an idea into a tangible expression worthy of protection by intellectual property laws.
- 4.9 Owner - any natural or legal person who can prove that he/she owns the economic rights to a work, even if he/she has not directly participated in its creation.

- 4.10 Inherent duties - inherent and routine functions that are specified in the job description and corresponding manuals (faculty, non-teaching employees, students).
- 4.11 *Work made for hire* - defines the conditions for the ownership of works that are created by an employee within the framework of the functions inherent to his job, for example: forms, reports, questionnaires, and departmental examinations. It also applies to works created by independent contractors who, by written agreement, acknowledge the ownership of the contractor. In these cases, the contracting employer is the author and owner of the work, unless otherwise agreed. Annex 1 **presents** model agreements for specific situations.
- 4.12 University - the Inter American University of Puerto Rico, its academic units and external companies.
- 4.13 *Fair use* - defines the cases in which the limited use of works protected by the Copyright Law is justified, without the express consent of the author. This exception is justified in activities consistent with university activities, as long as it is limited to the factors defined in the Copyright Law itself (Annex 2).

V. Protected works

To be entitled to the protection of the aforementioned intellectual property laws, a work must be an original work of its author, fixed or embodied in a tangible medium. It must be a human creation and possess a minimum of tangible creativity. Among the materials identified by the intellectual property law that are worthy of its protection are, among others:

- a. Literary works
- b. Musical works with or without lyrics, including any accompanying works
- c. Dramatic works, including their musical accompaniment
- d. Pantomimes and choreographic works
- e. Pictorial, graphic, and sculptural works
- f. Films, photographs, and other audiovisual works
- g. Sound recordings
- h. Books, brochures, journal articles, texts, bibliographies, theses, etc.
- i. Graphic works of all genres
- j. *Source* codes or executable computer program source codes

- k. Manuscripts and unpublished works by personal presentation by the author
- l. Illustrations, maps, pianos, sketches, and plastic works related to geography, topography, architecture or sciences
- m. Interviews
- n. Pages *web*

VI. Non-protected materials

Materials that are not eligible for protection according to the applicable legislation include, among others:

- 6.1 forms or information forms (may qualify for protection if they contain any original design or artwork).
- 6.2 information that is public property.
- 6.3 calendars, measuring rulers, charts on weights and measures (may qualify for protection if they have some adaptation or original expression of presentation).
- 6.4 ideas, facts, or discoveries if they are not officially registered.
- 6.5 title of works, names, names of products and services, names of organizations, *slogans*, if not officially registered.

VII. Guidelines and general rules on authorship and ownership protection

The following rules for the protection of authorship and ownership shall apply:

- 7.1 Ownership of the work
 - 7.1.1 Research works or other works that, ordinarily, their ownership will be exclusively held by their author.
 - 7.1.1.1 Academic publications

The University will not claim ownership of publications of technical research articles or other similar publications published in academic journals, unless such publication arises as a result of a University-sponsored project. In such cases, ownership will be shared in accordance with the terms of the research agreement.

Any other academic research carried out by a faculty member, for which there is no explicit research agreement, will be considered as having been created in the normal course of their academic activity and the ownership will belong to the author.

7.1.2 Published texts and educational materials

The University will not claim ownership of published texts and educational materials, except when it expressly commissions them to one or more persons.

7.1.2.1 When there is an express commission from the University for the creation of this type of work, these shall be considered as work *made for hire*, as defined in Part IV, section 4.11.

7.1.3 Theses and dissertations

Ownership of theses or dissertations prepared by students as part of the requirements for obtaining an academic degree shall vest exclusively in their author, except in those cases where the author, in writing, has granted the University a free license for reproduction, distribution or to keep a limited number of copies of the work accessible to the public.

7.1.4 Computer programs and other works created in electronic media.

The ownership of computer programs or other works created in electronic media by a student in the normal course of their academic activity will belong to their author. Ownership of computer programs or other works created in electronic media by an employee in the normal course of their employment will belong to the University unless there is an agreement pursuant to Part IV, section 4.11 and Part VII, section 7.2.1.1 of this document.

7.2 Research papers or other works whose ownership is normally vested in the University:

7.2.1 Works created through the substantial use of university property.

The ownership of works created by members of the University community, through the substantial use of the physical facilities, resources, or support personnel of the University, shall be exclusively vested in the University, except in those cases where the University assigns in writing its right to the person or persons who have worked in the creative process.

7.2.1.1 Definition of Substantial Use of University Property

Substantial use of university physical facilities, resources and support personnel is that use of laboratories, studios, audiovisual resources, videos, radio or television resources, computers and computer software owned by the University or University support personnel and:

- that it is done with the purpose of creating a work susceptible to the protection of law as set forth in Part V.
- that is created outside the normal course of the academic or employment activity of the person creating it.
- when the work could not be created without the use of the University's physical facilities, resources, and support staff.
 - where there is no reimbursement agreement in favor of the University for the use of physical facilities, resources, and support staff.

7.2.2 Commissioned Work (*work made for hire*)

In commissioned work (*work made for hire*), as defined in Part IV, section 4.11, title to the work resulting from the agreement shall vest exclusively in the University, unless otherwise agreed.

7.2.2.1 Work done on commission must be recorded in an agreement signed by the University and the person commissioned to do the work.

7.2.3 Economic benefits

7.2.3.2 The way any dividends that may accrue from the exploitation of the ownership of a work shall be shared shall be agreed on a case-by-case basis.

The University's share of these profits will never be less than 10%.

VIII. Copyright rules in electronic media

- 8.1 It is prohibited to upload, download, transmit or share, on university-owned equipment, music, films, other audiovisual materials and computer programs for non-didactic or non-work purposes, which are protected by the Copyright Law and for which there is no license or contract.
- 8.2 The content of any material in electronic media must comply with the following requirements
state and federal intellectual property protection laws, including the Copyright Act.
 - 8.2.1 When you need to upload images or works from the Internet for teaching or work purposes, you must determine whether they may be protected by copyright law.
 - 8.2.2 If it is determined that they are protected, the necessary measures to protect copyrights, as stipulated in the Law, must be applied.
- 8.3 Credit must be given to the author of any work, including copyright notices, on any document that is digitized. A bibliographic description, author, title, publisher, place, and date of publication, or cite the electronic address if the work comes from an Internet source, must be included.
- 8.4 It is only allowed to digitize works or complete works without the authorization of the author, when the purpose is to preserve them, when the medium or the equipment where they are located is obsolete.

- 8.5 No member of the university community shall intentionally interfere with the technological protection measures used by the author or owner to protect the work.
- 8.6 Removing or altering copyright information contained in a work is prohibited.
 - 8.6.1 It is prohibited to distribute works or copies of works, knowing that copyright information has been removed or altered without authorization.
- 8.7 The use of computers, networks, and other University resources for the purpose of illegally using or sharing materials protected by copyright laws is prohibited.

IX. Other standards applicable to electronic material for educational purposes

- 9.1 The transmission of digital information in distance or Web-supported courses must be directed only to students enrolled in a course.
- 9.2 When it is necessary to digitize an image protected by copyright, and whose use goes beyond the "fair use" allowed to university institutions, it is necessary to request permissions from the author. If they are not obtained, steps must be taken to try to identify the source and, if they are not obtained, a record of the steps taken must be kept.
- 9.3 When transmitting information protected by the Copyright Act, it must be exchanged through a secure medium, for example: VPN, SFTP, AES encryption, among others. If the information being transmitted is from a distance learning course, the information will be accessed by password, or in some other way that requires authentication.
- 9.4 Electronic material made available for teaching purposes, subject to the Copyright Act must include a warning for the purpose of compliance with copyright laws.

X. Responsibilities

- 10.1 The directors of the IT and Telecommunications Centers will be responsible for:
 - 10.1.1 Using technological tools to identify improper uses of material that is protected by the Copyright Law.
 - 10.1.2 Removing or blocking access to the material in question as soon as it is detected, or notification is received that there has been any violation of the Copyright Law.
 - 10.1.3 When a violation occurs for the first time there must be a verbal warning, for the second time a written warning and if it is recurrent, the sanctions established in the corresponding manual will be applied.
- 10.2 Members of the university community will be responsible for:
 - 10.2.1 Knowing, understanding, and implementing the University's policy and standards with respect to the Copyright Act.
 - 10.2.2 Ensuring that, if they download or share material subject to the Copyright Act, this action is consistent with the uses permitted by the Act, (Attachment 2).
 - 10.2.3 Seeking legal advice when in doubt about the use of material that may be subject to copyright law.

XI. Disciplinary actions and penalties for copyright law violations

- 11.1.1 When it is determined that there has been a violation of the provisions of this document, the necessary corrective and disciplinary measures will be applied in accordance with the seriousness of the infraction and the internal regulations and applicable laws.
- 11.1.2 The penalties for violation of the federal copyright laws are accessed at www.copyright.gov, (Chapter 5) and Appendix G: Title 18 U.S. Code, Sec. 2318 et seq. where the payment of damages for each violation is specified.

XII. Separability

If any part or section of these guidelines and standards is declared invalid by a competent authority, such decision shall not affect the remaining parts.

XIII. Repeal or amendments

These guidelines and rules repeal the Normative Document G-0502-003 Intellectual Property Policy of the Inter American University of Puerto Rico and any other guidelines that are in conflict with the provisions herein. This document may be amended or repealed by the President of the University.

XIV. Validity

These guides and standards shall be effective immediately upon approval and President's signature.

XV. Approval

Luis R. Esquilin, C
Interim President

ymc

Annexes

ASSIGNMENT OF COPYRIGHT

This Agreement is made between Inter American University of Puerto Rico, and {Name of Author}, of legal age, whose address is _____. {Name of Author} represents and warrants that {he/she} is the sole creator and owner of a copyrightable work designed and created for the University's School of Optometry (Brief description of collaboration) and holds the complete and undivided copyright interest in the aforementioned work.

For valuable consideration, receipt, and sufficiency of which are hereby acknowledged, {Name of Author) and University agree as follows:

1. {Name of Author) hereby assigns, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
2. Inter American University of Puerto Rico will acknowledge {Name of Author} contribution to the work by placing {his/her} name on the *cover* preceded by the phrase "Joint Collaboration" and, on the Table of Contents, {his/her} name will be placed next to the specific part of the work on which {he/she} collaborated.
3. {Name of Author) agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights herein assigned.

In witness whereof, the parties have executed this Agreement, effective this _____ day of _____ 20__

Inter American University of Puerto Rico

By _____

{Name of Author}

Title:_____

WORK MADE FOR HIRE AGREEMENT

This Agreement made on the [date] day of [month], 20__, by and between [name of author] ("Author," and if there is more than one author, then all of them collectively) and Inter American University of Puerto Rico ("University").

THE AUTHOR AND THE UNIVERSITY AGREE THAT:

1. Title and Copyright Assignment

(a) Author and University intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work", described in Attachment A) to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of university.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S.C. ' 106A apply, the Author hereby waives and appoints University to assert on the Author's behalf, the Author's moral rights, or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings, or other visual reproductions or the Work, in any medium, for university purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights herein assigned.

1. Moral Rights Waiver

(a) Except as set forth in paragraph (b) below, AUTHOR hereby waives in favor of UNIVERSITY, the provisions of law known as moral rights or any similar law, with respect to the WORK, including the right to the integrity of the WORK, and hereby grants to UNIVERSITY the right to modify the WORK in connection with the development, manufacturing, marketing, distribution,

public performance and/or public display of interactive multimedia software MATERIALS ("MATERIALS"). The AUTHOR agrees not to institute or authorize any other party to institute any action on the grounds that the MATERIALS produced by UNIVERSITY constitute an infringement of any of AUTHOR's droit moral or are in any way a distortion, mutilation, or other modification of the WORK to the prejudice of AUTHOR's honor or reputation.

(b) AUTHOR specifically reserves the right to be associated with the MATERIALS and to be given appropriate credit for AUTHOR's contribution, as set forth in Exhibit A, and the right to remain anonymous (provided AUTHOR advised UNIVERSITY of such request for anonymity in writing upon reasonable advance notice).

3. Delivery of the Work

(a) The Author will deliver to the University on or before [date] the completed Work (with all drafts, illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the University.

(b) If the Author fails to deliver the Work on time, the University will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

4. Quoted Material

Except for short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with the University and will file them with the University at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

5. Author's Warranty

The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the University and/or its licensees against all claims, suits, costs, damages, and expenses that the University and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the University may withhold any sums due the Author under this agreement.

6. Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, University shall pay Author [amount] dollars.

7. Revisions

The Author shall retain the right to revise the Work [intervals] during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within ninety (90) days upon the receipt of a written request from the University. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision was the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the University has requested it, or should the Author be deceased, the University may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

8. Term and Termination

(a) This agreement shall remain in effect for [term] years unless terminated earlier in accordance with this Section 7.

(b) If either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the thirty (30) day period.

(c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional [length] year term, upon the same terms and conditions as set forth herein.

9. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the University in the income resulting from such agreements.

10. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the University concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

11. Construction, Binding Effect, and Assignment

(a) This agreement shall be construed and interpreted according to the laws of the Commonwealth of Puerto Rico and all applicable federal statutes and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the University shall include their heirs, successors, assigns, and personal representatives.

(b) If any provision of this Agreement is judged to be unenforceable, invalid or in conflict with the law of any jurisdiction, such provision shall be deemed void only to the extent that it is in conflict with the laws of such jurisdiction, and the validity and enforceability of the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

University

Author:

[Authorized Signature]

[Signature/ S.S.A.N.]

WORK MADE FOR HIRE AGREEMENT

EDUCATIONAL COURSE MATERIALS

This Agreement made on the _____ day of _____, 20__, by and between <Name> ("Author," and if there is more than one author, then all of them collectively) and Inter American University of Puerto Rico ("University").

THE AUTHOR AND THE UNIVERSITY AGREE THAT:

1. Title and Copyright Assignment

(a) Author and University intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work", described in Attachment A) to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of university.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and_ to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S.C. ' 106A apply, the Author hereby waives and appoints University to assert on the Author's behalf, the Author's moral rights, or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings, or other visual reproductions or the Work, in any medium, for university purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights herein assigned.

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including the right to the integrity of the WORK, and hereby grants to UNIVERSITY the right to modify the WORK in connection with the development, manufacturing, marketing, distribution, public performance and/or public display of interactive multimedia software MATERIALS ("MATERIALS"). The AUTHOR agrees not to institute or authorize any other party to institute any action on the grounds that the MATERIALS produced by UNIVERSITY constitute an infringement of any of AUTHOR's droit moral or are in any way a distortion, mutilation, or other modification of the WORK to the prejudice of AUTHOR's honor or reputation.

(b) AUTHOR specifically reserves the right to be associated with the MATERIALS and to be given appropriate credit for AUTHOR's contribution, as set forth in Exhibit A, and the right to remain anonymous (provided AUTHOR advised UNIVERSITY of such request for anonymity in writing upon reasonable advance notice).

3. Delivery of the Work

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5. Author's Warranty

The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the University and/or its licensees against all claims, suits, costs, damages, and expenses that the University and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the University may withhold any sums due the Author under this agreement.

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(b) If any provision of this Agreement is judged to be unenforceable, invalid or in conflict with the law of any jurisdiction, such provision shall be deemed void only to the extent that it is in conflict with the laws of such jurisdiction, and the validity and enforceability of the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

University:

Author:

[Authorized Signature]

[Signature/ S.S.A.N.]

Fair Use

As a general rule, a work protected by copyright law may not be used, in whole or in part, without obtaining the prior permission of the copyright owner. The term "fair use" refers to those cases in which the law allows protected works to be used without the need to obtain permission from the copyright holder.

Determining what constitutes "fair use" depends on many subjective factors. Below are some guidelines to help determine whether the intended use of the work is fair. These are only guidelines; if you have any doubts about the intended use of the material, you should consult with your local copyright office.

AS FOR THE END

IN FAVOR OF BEING CONSIDERED "FAIR USE"	AGAINST BEING CONSIDERED "FAIR USE"
<ul style="list-style-type: none"> • Educational purposes (including multiple copies for classroom use) • Research purposes • Academic purposes • Use in non-profit institutions non-educational • For criticism • For comment • For news reports • For transformative use (transform the original work in a completely new, susceptible to protection in itself) • To make parodies 	<ul style="list-style-type: none"> • As part of a commercial activity • If profit is obtained from the use • For entertainment purposes • If used in bad faith • If the original author is not credited, or is not recognized to the holder of the rights, or both

AS TO THE NATURE OF THE WORK

IN FAVOR OF BEING CONSIDERED "FAIR USE"	AGAINST BEING CONSIDERED "FAIR USE"
<ul style="list-style-type: none"> • The work must be published • The work must be based on true facts ("nonfiction") • Necessary to achieve educational objectives 	<ul style="list-style-type: none"> • That it is an unpublished work • That it is a work with a high creative content (works of art, music, novels, films, plays) • Works of fiction •

IN TERMS OF THE QUANTITY OF THE WORK REPRODUCED

IN FAVOR OF BEING CONSIDERED "FAIR USE"	AGAINST BEING CONSIDERED "FAIR USE"
<ul style="list-style-type: none"> • A small amount in relation to the total amount of the work • The portion that is used (regardless of its length) is not central or significant in relation to the rest of the work • The amount is appropriate for promoting an educational purpose 	<ul style="list-style-type: none"> • A large portion or all of the work • The portion used is core to the work ("heart of the work")

IN TERMS OF THE EFFECT THAT THE REPRODUCTION WILL HAVE

IN FAVOR OF BEING CONSIDERED "FAIR USE"	AGAINST BEING CONSIDERED "FAIR USE"
<ul style="list-style-type: none"> • The user has acquired or purchased the rights to the original work • One or a few copies of the work were made • No significant effect on the actual or potential market for the work which is reproduced • Lack of procedures to obtain a license 	<ul style="list-style-type: none"> • Can replace the purchase of the original work • Significantly affects the actual or potential market for the original work and its derivative works • There is a reasonable procedure for obtaining a license for the use of the work • Obtaining the permit is not costly • Numerous copies of the work are made • It was made available through the Internet or another public forum • Repeated or long-term use of the work

All these factors, together with the particular circumstances of each case, help to determine whether the use being made of a given work is "fair use". It is always best to obtain permission from the owner of the work or, at least, to notify the owner of the intended use of the work.