

# ATSU Copyright Policy in Brief – Elaboration on the 4 Points

*NOTE: Faculty and Staff should also read ATSU Policy 10-206, ATSU Policy 10-207, and the full Library Copyright Policy.*

## **Point 1- The Purpose and Character of Use**

- Will this (Book, Article, Graph, Image) be used for educational purposes only (Classroom, lecture to colleagues in house)
  - If so, provide a complete citation and double check with the creator of the object, if it is not part of the resources provided by the library.

## **Point 2 – The Nature of the work to be used. (Factual vs. Creative)**

- *Factual*
  - *Is it a journal article, book chapter, something from a library database? Did the database mention a restriction? (No – you are ok!; Yes – contact the library!)*
    - *If it is for educational use, provide a complete citation and you should be ok.*
    - *If it is for a conference presentation or if it might be sold, then double check with the vendor(s) to be safe. Checking with the library before approaching the vendor is never a bad idea, since the library might be able to provide additional information on the topic.*
- *Creative*
  - *This means a graph, data from a journal, slide pack within a journal article, or even an image you found in a magazine.*
    - *Check with vendor or the library first – if it is for educational purposes, they might be willing to negotiate and not charge a huge fee.*
    - *If it is for a conference presentation, manuscript for publication, or part of a book to be sold; contact the permissions department of the vendor, etc. immediately.*

## **Point 3 – The amount and substantiality of the portion used in relation to the materials as a whole or Fair Use.**

- This applies only to non-profit libraries (i.e. public libraries, university libraries, association libraries, etc.) and these rules cannot be used for items an individual owns.
- A single chapter or 10% of the book, whichever is greater, may be used.
  - This sounds simpler than it is. Checking with the library is best and we can help make sure it is copyright compliant.
- One article or 10% of the journal issue, whichever is greater, may be used.
  - When considering this, ask yourself the minimum amount of a book, book chapter, or journal you need to make a point. Is it less than 10%? Provide a complete citation and go for it. If it is on the border, then check with library and they will work with you on finding a solution.
  - **Note:** Articles ordered through Inter Library Loan can only be used for one course in your Learning Management System.
    - Save yourself some time and energy by checking to see if the library could assist in finding alternative articles from our journal collection of 70,000 titles! This saves you, colleagues, and staff extra time every single block.

## Licensing Agreements in a nutshell.

**Step 1:** An individual, company, university, etc. decide to get a product from a small business, company, one-time only deal, etc.

### Step 2: Things to note before contacting the vendor!

- 1) How many people will be using the product?
- 2) Will you be using IP Authentication or passwords?
- 3) How do adjunct or part-time faculty impact your end price?
- 4) What restrictions are in place for getting a license from this vendor? Do all of them apply to you? If not, then try to get rid of them.

### Step 3: Negotiate

- 1) Make a list of what you hope to get from the arrangement.
- 2) Establish a rapport with the Sales Representative.
- 3) Ask for all that you want. You might not get it, but ask anyway.
- 4) Negotiations are a two way street, so pull out or stall to get help, if things are not going as you anticipated.

### Step 4: Follow the Terms of the Licensing Agreement

It seems simple, right? This is not always the case. Make sure your infrastructure will support protecting who can and cannot access the resources. If the library will be handling the resource, make sure to share the licensing agreements with them.

No matter what – follow the rules. If you want to be cavalier about it, lawyers from the vendor, who can cost you lots of time and money, will call or appear in your office.

### Step 5: Renewal or Cancellation

- 1) Make a list from day 1 of the agreement about what works, what doesn't, and what you want to change.
- 2) Expect prices to increase about 10-20% from the previous year. Consider your budget 3 months before the renewal, factor in the increase, and decide if you can afford it. If not, tell the vendor and see if you can adjust something to make it work.
- 3) When presented with upgrades or new features, ask if these will cost more and also make sure your current version will function without the new features or upgrades.