

Summary of Northwestern University's Proposed Copyright Policy March, 2005

NOTE: This text is not meant as a substitute for the actual (draft) policy, but is only a summary of its main provisions. For a full understanding of the (draft) policy, its details and minor exceptions, please refer to the (draft) policy itself.

A. Members of the Northwestern academic community (faculty, researchers, teachers, artists, and students of all sorts) own the copyright to all their works—except when a third-party agreement disposes the copyright elsewhere, or when the creator produces work for Northwestern in an administrative capacity, or in those rare cases where s/he explicitly enters into a signed agreement with Northwestern. Works are defined as any product of research, teaching, or artistic labor. Creators must make a good faith effort to share with Northwestern without charge on a non-exclusive basis those works created during the time of their membership in the Northwestern community.

B. If the creator has made a traditional work (no matter what its media of distribution), or a work of art or music generated by computer, the creator not only owns the copyright, but also the right to any and all revenue generated by the work and all its derivatives.

C. If the creator has made a non-traditional work (defined as a new computer application), then the creator owns the copyright (unless the work was supported by an external grant to Northwestern prohibiting transfer to the creator). S/he also has the right to freely and openly distribute the work and to any and all revenue generated by the work and all its derivatives, *EXCEPT* under either one of the following two conditions:

1. *IF* Northwestern has funded the specific project with “extraordinary resources”¹ *AND* prior to accepting the funding, the creator has signed the standard copyright agreement, *THEN* the creator will share with Northwestern revenues derived from new computer software applications created under that specific project according to the formula of the standard agreement² *AND* the creator will notify the administration before distribution of the work as follows:
 - *IF* the work is to be freely and openly distributed, a special Northwestern faculty committee has 30 days to review the proposed work and its distribution;
 - *OR IF* the work is to be licensed with expected revenue, then Northwestern’s Office of Vice President for Research has 30 days to review the proposed licensing agreement.
2. *OR IF* an outside granting agency (such as the NSF) assigns the copyright for a project to Northwestern, *THEN* Northwestern will, where permitted by the terms of the grant, award the copyright to the creator; *BUT* in such cases, if the work is to be licensed with expected revenue, then Northwestern’s Office of Vice President for Research has 30 days to review the proposed contract, and the creator will share with Northwestern any revenue derived from new computer software applications created under that grant according to the formula of the standard agreement.² *HOWEVER*, the creator may distribute the work freely and openly without restriction so long as s/he includes the proviso with the distributed work that any commercial use of the work requires the creator’s permission.

D. The policy is administered by the office of Northwestern’s Vice President for Research. The policy is supervised by a standing faculty committee whose consent is needed to modify the policy and whose job it is to resolve disputes. A separate standing faculty committee will review creators’ proposed free distribution under C.1.

¹ The definition of “extraordinary resources” is a grant in a single year of a sum greater than 1/3 of the average Northwestern tenure-line salary (i.e.: approx \$37,000 in 2005) provided by Northwestern for that specific project either 1) in cash, or 2) in the equivalent in computer staff time, or 3) as part of a cost-sharing arrangement for a grant application to a third party beyond what is typical for that field or agency. Leaves of absence and other familiar forms of university support do not count as “extraordinary resources,” nor, generally, do start-up packages.

² The formula for the distribution of revenue in the standard copyright agreement is: 45% to the creator, 15% to a discretionary fund for the creator, 25% to Northwestern, 10% to the creator’s department, 5% to the creator’s school.