

SUNY Canton Shared Rights

- At the request of the College/Dean
- We have been offering shared rights stipends (3 years for \$1,000) for a long time
 - Typically, stipends are requested for required, highly enrolled online courses, etc.
- We have been offering shared rights stipends in perpetuity for a while as well
 - The College is currently working on a standard compensation amount for shared rights in perpetuity. Essentially, if the college is going to purchase/request shared rights to courses in perpetuity, it would like to purchase those courses that reduce the financial barriers to students (don't have textbook costs associated with them) and serve the most students (e.g. as highly enrolled GER courses).

**Note: The College does not compensate for course development, only shared rights*

Frequently Asked Questions:

1. **What happens if a new person does revisions – do they then own that version of the course? Yes, as long as the revised course does not reflect the intellectual property of another individual or 3rd party (Publisher). Can they then sell their revised version of the course? Yes, if the college wants to purchase the revised version and the revised version does not reflect the intellectual property of another individual or 3rd party. Regardless of ownership, significant revisions to a course require re-review. *Note: Fall 2018, OLAC will be discussing and recommending a compensation model for revisions requested for shared rights**
2. **What if a course is jointly developed between two people – do they then split the money? Yes**
3. **Is there a school-wide policy that gives the right of first refusal (when it comes to teaching) to the faculty member who developed the course? Is there any assurance that SUNY Canton personnel would be given preference when persons are selected to teach an online course for which either a stipend has been paid or if the course is produced in a shared rights environment? Teaching a course and developing a course are separate issues. Decisions on teaching assignments, regardless of the medium, rest with the academic dean.**
4. **Would there be a difference in how the teacher selection would be managed for a stipend model or for a shared rights approach? No, as decisions on teaching assignments rest with the academic dean.**
5. **In a shared rights model, would we be sharing our rights with only SUNY Canton, or SUNY as a whole? Under shared rights contracts, the parties decide who the owner of the copyright is. A contract could say: This course is sold in perpetuity to SUNY Canton and for SUNY Canton purposes only. Other institutions interested in using the course, would need to negotiate the rights with the developer in question or the ownership of this course may not be transferred beyond the developer and SUNY Canton.**
6. **In a shared rights model, would the selection process be subjected to the campus hiring practices (i.e.? Coordinated through the department chair)? Yes**

	Shared Rights Three Years	Shared Rights in Perpetuity
Requested by the College	Same	Same
Compensation	\$1,000 for 3 years	<i>The College is currently working on a standard compensation amount for shared rights in perpetuity</i>
Shared Rights	Same –follow UUP and SUNY Policies	Same , follow UUP and SUNY Policies
Instructor selection	Same: Teaching assignments rest with the academic dean.	Same: Teaching assignments rest with the academic dean.
Course selection	Same: Depart. chairs coordinate	Same: Depart. chairs coordinate
Review Policy & Process	Same: Reviewed every three years	Same: Reviewed every three years
Faculty Rights	Same: All employees will be equally recognized in reappointment, promotion, tenure, and discretionary salary increases for teaching, regardless of format, medium, or shared rights ownership	Same: All employees will be equally recognized in reappointment, promotion, tenure, and discretionary salary increases for teaching, regardless of format, medium, or shared rights ownership