

TxETDA Conference
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Copyright & ETDs: Questions from the Case Files

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Case #1: The Question

From: ???@neo.tamu.edu

Sent: Tuesday, February 07, 2012 3:54 PM

To: Thesis Office

Subject: Question about thesis

Dear Sir or Madam,

I have a question about the thesis, could you help me?

I am writing a conference paper for my advisor. Is it okay that I include paragraphs from the conference paper into my thesis? I mean if I copy the paragraphs from the conference paper into my thesis, is it okay or will that be a problem?

Thank you very much!

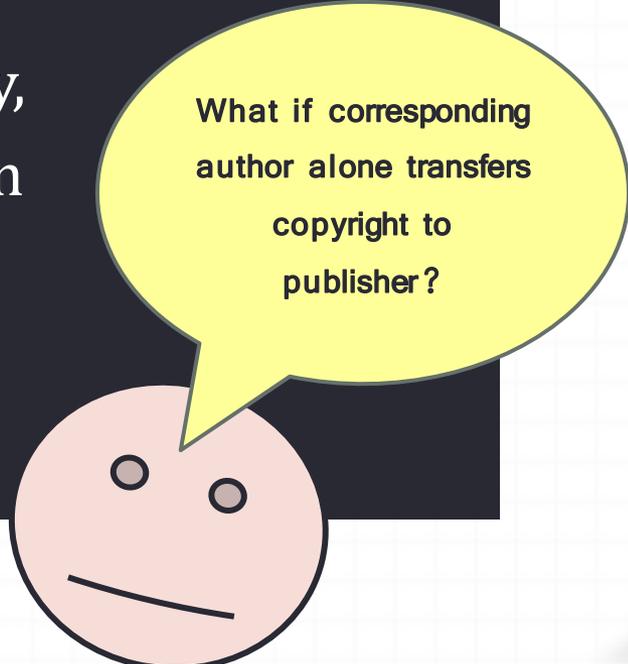
Best regards,

Case #1: Just The Facts

1. Student and Advisor are joint authors of a paper
2. Student and Advisor are equal copyright owners
3. © Law sez either author may grant non-exclusive permission to another party, as long as no money changes hands.
4. © Law sez both authors must agree to an exclusive grant of rights (or copyright transfer).

Case #1: The Resolution

- If authors still own copyright in paper, student can grant himself non-exclusive permission to include joint-authored paper in ETD.
- If authors transferred copyright away, student author must secure permission from owner to include work in ETD.



What if corresponding author alone transfers copyright to publisher?

Case #1 FYI: Copyright transfer agreements

COPYRIGHT TRANSFER AGREEMENT



Date: _____ Contributor name: _____

Contributor address: _____

Manuscript number (if known): _____

Re: Manuscript entitled _____

_____ (the "Contribution")

for publication in _____ (the "Journal")

published by _____ ("Wiley-Blackwell").

Dear Contributor(s):

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Case #2: The Question

"I am curious to know if anyone else has had a situation similar to this one.

We have a student graduating with a D.Min. We submit D.Min projects to UMI.

One part of this student's project was a series of informative flyers that include clip art from Microsoft. The student feels that the clip art is an integral part of the dissertation and cannot be removed. He also thinks that agreeing to the UMI traditional publishing agreement might violate Microsoft's terms of use because the work would then be available for commercial distribution, something he believes the Microsoft TOS expressly forbid.

Have any of you had a similar situation come up? What advice can you offer for navigating this issue?"

-- Posting to ETD-L list on 4/7/2011

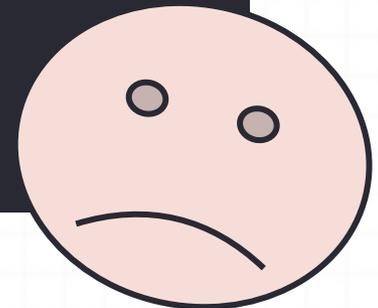
Case #2: Just The Facts

1. Dissertation includes content governed by License
2. License prohibits commercial redistribution of its content
3. Submitting dissertation to publisher or distributor may constitute “commercial redistribution of content”
4. If student uses licensed content in unauthorized manner s/he is legally liable for breach of contract.

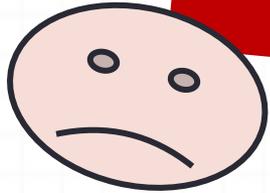
Case #2: The Resolution(s)

- Remove licensed content in dissertation before sending to another party for commercial distribution
- Distribute dissertation via non-commercial means, e.g. deposit in Institutional Repository
- Don't send dissertation to another party for commercial distribution

Don't like the
License terms?



Don't like the
License terms?



Case #2 FYI: Licensing 101

- Ask the content owner for special permission for one-time use of the content on your terms
- Negotiate a license with better terms
- Don't sign the user agreement (and forfeit use of the service/product)

“Free” Web
services like

Google earth

“Subscription”
databases like

A R T S T O R

Works licensed with
Creative Commons NC



Case #3: The Question

From: ???@neo.tamu.edu
Sent: Sunday, September 11, 2011 5:45 PM
To: <Subject Liaison Librarian>
Subject: Hi Miss xxx

Hello Miss xxx

I have a question

I like to know if the data of a chemical product is a copy write issue?

I have taken this data from the MSDS of the product supplied with it and looking to quote as it is in my article in tabular form.

Also available

at http://www.inaqua.de/prod/ion/pdf_en/321_MR450UPW.pdf



DOWEX MONOSPHERE MR-450 UPW

A Non-Separable Uniform Particle Size Mixed Bed Ion Exchange Resin for Ultra Pure Water Production

Product	Resin Ratio	Matrix	Functional group
DOWEX® MONOSPHERE® MR-450 UPW	Note*	Styrene-DVB, gel	Sulfonic acid and quaternary ammonium

Guaranteed Sales Specifications		H ⁺ form	OH ⁻ form
Total exchange capacity, min.	eq/l	1.9	1.0
	kgr/ft ³ as CaCO ₃	41.5	21.9
Water content	%	46 - 53	55 - 65
Bead size distribution [†]	Mean particle size	360 ± 50	590 ± 50
	Uniformity coefficient, max.	1.1	1.1
	Whole uncracked beads, min.	%	95
Crush strength	Average, min.		350
	>200 g/bead, min.	%	95

Typical Physical and Chemical Properties		H ⁺ form	OH ⁻ form
Particle density, approx.	g/ml	1.22	1.08
Shipping weight, approx.	g/l		704
	lbs/ft ³		44

Recommended Operating Conditions	
Maximum operating temperature	60°C (140°F)
Resin bed depth, min.	800 mm (2.6 ft)
Flow rates:	
Service	10-60 m/h (4-24 gpm/ft ²)
Pressure drop	see figure 1

UPW Mixed Resin Specific Properties			
Cationic resin conversion to H, min.			99.7%
Anionic resin conversion to	OH, 95% min.	CO ₃ , 5% max.	Cl, 0.1% max.
Rinse characteristics:			
UPW grade resins are rinsed to meet stringent ionic and organic residuals:			
• Ionic conductivity rinse down to 0.055 µS/cm (see figure 2)			2 bed volumes
• TOC rinse down to 4 ppb (+) (see figure 2)			45 bed volumes

(+) delta TOC ppb measured In/out

Note*: Resin ratio of anion to cation is volumetrically optimized to achieve maximum removal of boron, silica and other sensitive ions.

[†]For additional particle size information, please refer to the Particle Size Distribution Cross Reference Chart (Form No. 177-01775/CH 171-476-E).

*Trademark of The Dow Chemical Company

DOWEX Ion Exchange Resins

Form No. 177-01717-402X
CH 171-420-E-402R

DOWEX Ion Exchange Resins

For more information about DOWEX resins, call Dow Liquid Separations business:
 North America 1-800-447-4369
 Latin America (+55) 11-5188-9277
 Europe (+32) 3-450-2240
 Japan (+81) 3-5460-2100
 Australia (+61) 2-9776-3226
<http://www.dowex.com>

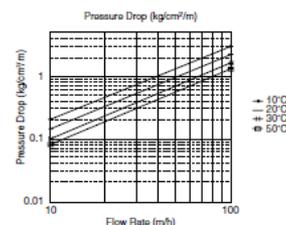
Typical properties and applications:

DOWEX® MONOSPHERE® MR-450 UPW grade resin is a non-separable homogeneous mixed bed resin. It is recommended as a point of use or non-regenerable mixed bed in the polishing loop to achieve sub ppb levels of soluble silica, boron, sodium, potassium, sulfate, chloride,

zinc, iron and aluminum. This non-regenerable mixed bed resin is used for two to three years before replacement. The UPW grade product is characterized by the very high conversion to ionic sites (95.0% min.), excellent rinse profiles

for conductivity and (delta) TOC and superior crush strength. This homogeneous mixed bed contains 360 micron cation and a 590 micron anion (mean particle size) thus providing efficient kinetics to achieve a higher operating capacity.

Figure 1. Pressure Drop Data

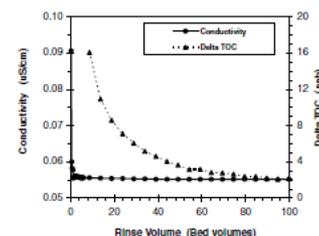


For other temperatures use:

$$P_T = P_{20°C} / (0.026 T_C + 0.48), \text{ where } P = \text{bar/m}$$

$$P_T = P_{68°F} / (0.014 T_F + 0.05), \text{ where } P = \text{psi/ft}$$

Figure 2. Conductivity and TOC Rinsedown Curves



Warning: Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

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CH 171-420-E-402R

Case #3: Just The Facts

1. Product fact sheet is a copyrighted work.
2. Factual data contained in sheet is not protected by copyright (or trademark, for that matter)
3. If Dow wanted to protect product composition or properties, it would do so as 'trade secrets.'
4. By putting product sheet out on open Web, one can safely assume that the information it contains is not a 'trade secret'

Case #3: The Resolution(s)

- Educate student!
 - Including publicly-available, factual data in an ETD does not trigger any IP issues
 - Facts alone are not eligible for copyright protection
 - Sharing information about a trademarked project does not cause brand confusion

Questions?
Comments?

**Copyright & ETDs:
Questions from the Case Files**

Gail Clement
Associate Professor
Head, Digital Services & Scholarly Communication
Texas A&M University Libraries

**Thank You,
TxETDA!**